

FILED VIA MAIL

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
FORT MYERS DIVISION

FEB - 6 2019

Clerk, U.S. Bankruptcy,  
Tampa Division

In Re:

Cecil and Patricia Daughtrey Jr. *et al.*,

Case No. 9:13-bk-14831-FMD

Chapter 7

Petitioners,

v.

Luis E. Rivera, II Trustee,

Respondent.

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**MOTION OF JOSEPH D. GILBERTI, JR. TO**  
**INTERVENE AS A PARTY OF INTEREST**

**NOTICE OF OPPORTUNITY TO OBJECT AND FOR HEARING**

Pursuant to Local Rule 2002-4, the Court will consider this motion without further notice or hearing unless a party in interest files a response within twenty-one (21) days from the date set forth on the proof of service attached to this paper plus an additional three days for service. If you object to the relief requested in this paper, you must file your response with the Clerk of the Court at 801 North Florida Ave, Suite 555, Tampa, Florida 33602, and serve a copy on Joseph Gilberti Jr., 385 Donora Blvd., Fort Myers Beach, FL, 33931, and any other appropriate persons within the time allowed.

If you file and serve a response within the time permitted, the Court may schedule and notify you of a hearing, or the Court may consider the response and may grant or deny the Motion and relief requested without a hearing. If you do not file a response within the time permitted, the Court will consider that you do not oppose the relief the paper, will proceed to consider the paper without further notice or hearing, and may grant the relief requested.

Comes now, Joseph Gilberti, Jr., P.E. (the "Engineer") and President of LandTech Design Group, Inc. hereby moves (the "Motion") the Court for entry of an order in substantially the form attached hereto as **Exhibit A**, authorizing the Engineer to intervene as a Party of Interest in the above-captioned proceeding. In support of the Motion, the Engineer states as follows:



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**I.**

**BACKGROUND FACTS**

1. On November 7, 2013 (the "Petition Date"), the Debtors filed a voluntary petition for relief under chapter 7 with the intent to file Chapter 11 originally but the Engineer with the Engineering plans, mining permits, Water Resource, investors and exists provided to the Trustee in the 341 meetings was kidnapped the same day by Tampa District 13, Sheriff Gee, Pam Bondi, FBI Deep State and Hillsborough Police with a barrage of illegal arrest quarterbacked by Greenberg Traurig, Dave Weinstein, head council for Israel Mosaic Phosphate and a syndicated group of Hospital Boards and Cancer centers hiding this secret underground endless antioxidant drinking water Resource. The Trustee, Rick Scott, Local Leaders, Southwest Florida Water Management District (Swfwmd), EPA, Army Core of Engineers and Bankers are working together in a Mobs to keep Cancer rising at bottled water and the taps of millions of homes and businesses using polluted Rivers and RED TIDE Desalinization plants with Cesium 137 from Fukushima that is now in our drinking Water. They are purposely lowering the Level of Service in Water supply to steal Medicaid through Eugenics, Terrorism Acts timed with Corrupt Court dockets along West Florida and US Courts.

Dave Weinstein was FIRED by Daughtrey's (Petitioners) for Conflict of Interest due to issues regarding Political West Florida Mosaic mining compacts, when working on the Fort Meade vs ACOE case at the same time for Mosaic and the Daughtrey Foreclosure case in Sarasota. Mosaic has 22,000 acres next to the Engineers and Daughtrey property and is using it money and political power to influence Judges, media, Leaders, Engineers and Water Districts to steal this resource and sell it to foreign groups. This Resource is a National Security and Defense Resource in new medicine, Energy production and much more. Mr. Weinstein was caught trying to barter this land in the Hardee County 11<sup>th</sup>

District Court of appeals Case 10-13613, Army Corps of Engineers, et, el. vs Fort Meade Mine case where Mosaic Phosphate is Codefendant, as a settlement in the 11<sup>th</sup> District Courts of appeals on our about July 11, 2011, trading off Horse Prairie Creek down the street for Petitioner and Engineers land; while in Daughtrey vs BFSL Holdings/72 Partners LLC pending foreclosure case in Sarasota 2011 CA 004209 NC was underway. This loan was a TILA and predatory loan by these lenders and also by the Local leaders and US Government in many levels timed with Elections and Mining Compact payoffs. The Engineers property has a Southwest Florida mining permit on record since 2009, with phosphate located in permit, in Sarasota County, and the only land within the Mosaic Phosphate mining district in Sarasota County! Sarasota County is the only county that has not yet signed a Mining compacts (turned down \$57million in 2008, see Commissioner Nora Patterson declined as it wasn't enough) in which other County commissioners do local Mosaic mining compacts timed with Federal and State Elections, to swing Electoral Votes, from Tampa to Naples for hundreds of millions for remediation and damages to water supply, land donations for parks with poisonous neighborhoods on top causing cancer, by past radioactive phosphate production. The Chapter 7 Compromise is currently in appeal to the Supreme Court for a Chapter 11 conversion (The "Bankruptcy Case")

2 The Debtors continue to suffer personally as well as the Engineer from the Compromise that caused many more lawsuits, some of which were filed by 72 Partners within months of the Compromise by the Trustee. The Trustee, Receiver and Lara Hernandez are hiding these multiple lawsuits from the Bankruptcy Case for over four years from this Court, generated from the Compromise and omitting the obvious damage from the Bankruptcy reports, Union banks \$48million dollar blanket bond while overcharging against the \$300,000 escrow lowering Blanket bonds, and purposely not

notifying Daughtrey or Engineer of hearings on these payment nor did Ryan Snyder. Ryan Snyder has NEVER notified any parties, and cannot show any emails he claimed were sent to notify parties or proof of mail on bond reductions through billings of over \$100,000.00 for a few sheets of paper on an illegal compromise for a pending foreclosure with an invalid mortgage (See Sarasota Cases **Appendix III, IV & V**) including Engineer of any hearings of billings against Escrow in Compromise. When bond was realized Lara Hernandez attacked Engineer with fake police reports timed with taxes due, Trustee immediately switch companies from Henderson Franklin to Grey Robinson who is working on a Peace River lawsuit with Swfwmd to steal tax base and pump polluted river water to millions of taps in conflict with this case and project. Damaging the public and the engineer's ability to work. See Department of Administrative hearing referenced in **Appendix VIII** of Trump Shutdown lawsuit Motion.

3. Trustee stole \$15,000.00 dollars of Sod monies from Engineers land on Section 1 & 2 with Florida Department of Transportation to starve out permits and lawsuit fees and the Petitioner who needed this money for food and survival during the Bankruptcy 341 meetings.

4. Trustee hid the fact at the 341 meeting the chapter 11 exist strategies and engineering plans and permits were provided to convert to Chapter 11 in which the Engineer has provided pursuant to contract. Trustee law firms he is employed with contracts with Water Boards and local developers in Hospital and Cancer center real estate transactions and was purposely hiding this Resource to condemn businesses and Children with Cancer rates, oppression and foreclosure this World Resource fixes in Days once exposed, hence the highly political involvement from Obama, Rick Scott and the Blue Gold Bush family who owns Aquifers and was in Sarasota down the street during 9-11 which ex-commissioners have admitted Bush and Vern Buchanan along with West Florida

Agencies have hidden this US Resource for decades. The petitioner never had the expertise from an Engineer to realize the value until he was forced into a Levy by Sarasota County during major Florida Forever Trust fund spending the day to Longino Ranch, Carlton Ranch and Walton Ranch next door were being paid by Rick Scott and Southwest Florida Water management.

5. The Trustee with Lara Hernandez with their Law Firms and many others at Southwest Florida Water Management District purposely hid the US Resource and ignored any true investigation or evidentiary hearing to damage millions of US Citizens to fill cancer centers with dead children and families to keep Foreclosures and Bankruptcies in the regions rising which this Unique underground endless resource eliminates the moment its exposed by true leaders and US Media.

6. The Trustee hid the fact that Wells Fargo (Brandon branch) with Jessenia Diaz and Lourdes Hernandez (**Appendix I**) stole thousands of Dollars from an account that was part of the loan proceeds in an effort to slow down permit with a man listed in the Bankruptcy petition, Scott Freyre who brought Greenberg Traurig to the foreclosure case and is related to Trafficante as his mothers maiden names is Trafficante. So we have known Tampa mobsters attacking the land in which the US Government shutdown for Racketeering in the 1960's who still today have Tampa contracts through Jason Hauling with the FDOT District 1, 5 & 7 who all received pipeline plans on April 1, 2012.

7. Motions opposing this FAILED compromise and requesting conversions to protect the Bankruptcy bond were filed by Engineer in 2014 (**Appendix I & II**) and Trustee continued to hide the US Resource and its ability to pay back all creditors, the fraud by Wells Fargo and local Water boards like Swfwmd who are trying to cover up spending \$500,000,000 on RV Griffin Reservoir at Peace River Manasota owned by Sarasota, Desoto, Charlotte and Manatee county commissioners. All in a Medicaid Fraud

RICO being prepared through Water Supply Eugenics and manipulation of Department of Justice with Obama, FEMA and EPA.

8 The Engineer brought Robert Flint to pay off the unsecured Creditors and move to a Chapter 11 which would have avoided millions in damages due to the Fraud by both the Trustee, 72 Partners invalid mortgage and the Courts timing of subduing the Engineer to hide the Resource, permits, new medicine production, energy production and water issues that lowers water bills and cancer rates to over 10million Florida homes and businesses.

9 On March 3, 2014, the Acting United States Trustee, Luis Rivera, his subcontractor Lara Hernandez brought in lawyers defaming the water resource calling it simply a "Well" when it really a deep underground River production water reading never seen on Earth for health. They claimed contamination to the Aquifer without any experience or investigation to the site, in an attempt to cover up over \$500,000,000 US Tax dollars from 50 States spent on RV Griffin Reservoir after Hurricane Charlie in 2009 at the Peace River Manasota Water Supply Treatment plant. This reservoir is essentially a Future Terror attack where 9-11 Terrorist practiced as low flying planes cannot be detected in the Swamp or can drones, breaching Stafford Act 6.11. While pumping Arsenic and Radioactive raw treated water from an old phosphate gypsum stack in the adjacent reservoir. Palm Beach County issued a report that this site is the most arsenic contaminated Water supply in the State of Florida, next to our site with the healthiest spring water in the THE WORLD! This takes 5minutes to verify with any lab or consultant.

10 A petition to send FREE Spring water to FEMA was filed during Governor Scotts Executive Order 17-235 during Hurricane IRMA, that was copied to all parties, Trustee and FEMA who all purposely hid this Resource damaging millions of Florida

Citizens and putting many at risk (see **Appendix VII**).

11. City of Fort Myers Lee County is purposely hiding this Water Resource in the Dunbar sludge Case and is documented with City of Fort Myers Health Department through FDEP and Jon Iglehart.

12. Sarasota Judges recently ruled against 72 Partners mortgage lien position due to the Legal Description on January 22, 2019 as the mortgage is invalid and affidavits to support this decision were given to Trustee and were part of the original foreclosure as far back as 2012 by Sam Esber PLS. The legal description was for a prior lien for a mining investment that had no interest in Title and a development that fail. The legal description on the mortgage doesn't represent any interest in Title, shown any chain in Title in public records, and hence the Mortgage is invalid and is why foreclosure case is still pending for Title, while the FAILED compromise continues to cause damage and emotional stress on the petitioner and Engineer. The Trustee is purposely hiding litigation caused by the Compromise from the Union Bank blanket bond and doing this with Lara Hernandez and a known RICO criminal Receiver Andrew Rosin (**Appendix III**).

## II.

### **DAMAGES AND LITIGATION HIDDEN BY TRUSTEE, RECEIVER, COMPROMISE AND 72 PARTNERS LLC**

13. The Trustee and his consultants have failed to report to the Union Bank bond and the Bankruptcy case the litigation triggered from the Compromise that failed. Causing more damages.

14. Court through on file Union Bank Trustee Blanket bond in the original amount approximately \$48,000,000 dollars to pay Engineer for Lien in the full in the amount of \$17,540,000.00 US Dollars plus damages a per other cases attached since the damaging Compromise that cause more litigation and personal stress to his client



Daughtrey's

15. The Trustee has purposely billed against the \$300,000 dollar escrow to lower the bond in the past 6months over \$20,000,000 dollars in a FRAUD effort to cause more damages to Union Bank and the THE PEOPLE. Thousands to potentially millions of People could have not only benefited from the Water supply but new medicine.

16. The Bankruptcy has failed to acknowledge the invalid Mortgage and skipped the evidentiary hearing that would have shown the missing chain of Title.

17. The Sarasota courts have ruled against 72 partners motion on lien dismissal on Sarasota Case 2015 CA 006544 NC attached in **Appendix III**.

18. 72 Partners LLC with the Trustee withdrew from a Quiet Title case in Sarasota Case 2016 CA 000205 NC (**Appendix IV**) due to conflicts of 72 Partners, LLC, officer Kenny Harrison sits on Southwest Florida Water Management Peace River Board that stole the \$500,000,000 to build the Reservoir. Kenny Harrison is a neighbor of Daughtrey's for over 40yrs and knew of the secret underground River and attempted to steal it with local Courts, Judges, EPA consultants, Mosaic Phosphate and Southwest Florida Water Management District.

19. The Trustee hired receiver and a known RICO criminal Andrew Rosin who has placed illegal improvements on the Engineer property causing more damages to the Water project, the resource and land. A Motion to remove the Receiver was filed on the original foreclosure case 2011 CA 004209 NC who has failed to provide monthly reports and also damages a massive cabbage harvest in 2015 with the Engineers client Robert Flint forcing him into Bankruptcy protection from the Compromise.

20. Daughtrey is still in appeal through a Writ of Certiorari and appeal at the US Supreme Courts. This site is being targeted by the US Federal Reserve private bank owned by Rothschild World Bank IMF who knows this Water Mixture has never been

seen on Earth, tied to Oceans and changes most medicine and Energy production as well as teaching mankind how to find more. This Trustee is in a potential US Treason act with his consultants and local Leaders being filed in the near future by Engineer and others.

21. Ryan Snyder filed an ILLEGAL Title policy in the Bankruptcy Case and withdrew it in Open court and should be removed for all cases for Fraud and malpractice who is also lying about notifications on billing by Trustee and Lara Hernandez in regards to notifications, similar to the railroad trial on Columbus Day, October 14, 2013 which caused this Bankruptcy case, during an Obama HP Glitch Shutdown. See Trump Motion to intervene against these Government groups filed January 2019 included in a recent letter to new Governor Ron Desantis attached (see **Appendix VII & VIII**).

### III.

#### RELIEF REQUESTED

22. The Engineer seeks entry of an order, pursuant to Federal Rule of Civil Procedure 24(a)(1), (a)(2), and (b)(2), made applicable to this proceeding by Federal Rule of Bankruptcy Procedure 7024, authorizing the Engineer to intervene in the Bankruptcy as a Party of Interest. The claims and defenses that the Engineer seeks to assert in the Bankruptcy are the same claims and shown in Sarasota Courts caused by the Compromise shown in Exhibit C, Case 2011 CA 004209 NC, 2015 CA 006544 NC, 2016 CA 000205 NC, which are pending and hidden by the Trustee throughout the appeals and the recent reports for payments that should be returned to the Courts for damages. See Fed. R. Civ. P. 24(c); *Anderson v. HNS, LP Ingenious Designs, Inc. (In re Donovan)*, 2004 WL 5848453, at \*4 (N.D. Ga. Sept. 27, 2004) (concluding that it is not necessary to attach a pleading to an intervention motion when the defendant has been put on notice of the nature of the intervenor's claims). The Trustee, Receiver and Lara Hernandez have been notified on E-file Service, in case 2011 CA 004209 NC, emails on pending lawsuits, and coordinate with Ryan Snyder, Esq. who has been in open courts with both lawsuits in

Sarasota caused by the Compromise (see **Appendix III, IV, V**) and purposely hid these cases from the Bankruptcy case and Union Bank Blanket Bond to cause more damages with the Trustee, Receiver and Lara Hernandez.

#### IV.

#### ARGUMENT

23. The Engineer should be permitted to intervene in the Bankruptcy as a Party of Interest pursuant to Federal Rule of Civil Procedure 24(a)(1). That Rule provides that the court must permit any party to intervene where such party is given an unconditional right to intervene by a Federal Statute. Specifically, Rule 24(a)(1) provides that “anyone shall be permitted to intervene in an action” if a federal statute authorizes the unconditional right to intervene. Fed. R. Civ. P. 24(a)(1).

24. The Daughtrey’s are in appeal at the Supreme Court and the Engineer has exists since the compromise to help him convert to Chapter 11 with the Water supply that is the main issue of the appeal. Hundreds of millions in a pipeline permit to convey water and mineral in a 300mile pipeline was submitted to over 15 Counties prior to the Chapter 7 filing and was part of the original Bankruptcy filing that was forced into Chapter 7 due to Tampa District 13 Judges kidnapping the Engineer for Israel Mosaic Phosphate and USF Moffit Center who is stealing Medicaid with lower level of service Water Supply. Since the Engineer is priority lien holder and 72 Partners is unsecured in an INVALID Mortgage still pending in Sarasota, Chapter 11 should have been granted to avoid all these additional lawsuits. Section 1109 of the Bankruptcy Code provides that, as a party in interest, and the Engineer has a right to raise, appear, and be heard on any issue in a case under Chapter 11. *See* 11 U.S.C. § 1109(b).

25. A number of courts, including this Court, have concluded that based on the statutory right created by section 1109(b) of the Bankruptcy Code, Persons of Interest have an

absolute right to intervene in bankruptcy proceedings. *See Term Loan Holder Committee v. Ozer Group, L.L.C. (In re Caldor Corp.)*, 303 F.3d 161, 166 (2d Cir. 2002) (reversing bankruptcy and district court orders denying a committee's right to intervene and holding that committee had unconditional statutory right as a party in interest to intervene); *Asbestos Settlement Trust v. Port Authority of New York and New Jersey (In re Celotex Corp.)*, 377 B.R. 345, 350 (Bankr. M.D. Fla. 2006) (recognizing that because the authorization provided by Section 1109(b) to appear and be heard on "any issue in a case" extends to bankruptcy appeal proceedings pending in the main bankruptcy case, an entity's status as a "party in interest" grants that entity an unconditional right to intervene); *Gleason v. Commonwealth Cont'l Health Care (In re Golden Glades Reg'l Med. Ctr.)*, 174 B.R. 813 (Bankr. S.D. Fla. 1992).

26. Because an entity's status as a "party in interest" under section 1109(b) satisfies the standard for intervention required by Rule 24(a)(1), and because the Engineer is unquestionably a "party in interest" under section 1109(b), the Engineer must be permitted to intervene in the Bankruptcy pursuant to Rule 24(a)(1). *Celotex Corp.*, 377 B.R. at 350 ("An entity's status as a 'party in interest' under §1109(b) satisfies the standard for intervention required by Rule 24(a)(1) of the Federal Rules of Civil Procedure, since a statute of the United States confers an unconditional right to intervene. Since the Legal Representative, the TAC, and the PDAC are conclusively determined to be 'parties in interest' under §1109(b) by virtue of the Order Confirming Plan, they should be permitted to intervene in this proceeding pursuant to Rule 24(a)(1).") (internal citations and quotations omitted).

27. The Engineer also should be permitted to intervene in the Bankruptcy pursuant to Rule 24(a)(2). That Rule requires a court to permit an entity to intervene if that entity "claims an interest relating to the property or transaction that is the subject of the action, and is so situated that disposing of the action may as a practical matter impair or impede [that entity's] ability to protect its interest, unless existing parties adequately

represent that interest.”). Fed. R. Civ. P. 24(a)(2). A proposed Intervenor has a “minimal burden of showing that the existing parties cannot adequately represent its interest.” *Georgia v. U.S. Army Corps of Engineers, et al.*, 302 F.2d 1242, 1259 (11th Cir. 2002).

28. The Engineer has an undeniable interest in ensuring that the secret underground River tried to deeper Ocean hidden by the Trustee and the Receiver will be conveyed to millions of Taps and to all US Leaders and Universities to lower the Cancer Rates, Foreclosures, utility bills while created an Alkaline Housing boom which will have a significant effect on the assets available for the payback plan provided to Daughtrey’s attorneys years ago but hidden from courts with the Trustee and 72 Partners, the unsecured creditors. Because 72 Partners and even the Trustee have lower priority in the Bankruptcy Code’s distribution scheme than general unsecured creditors, the Engineer has no other way to protect the interests of equity security holders other than to call in the Union Bank Blanket bond and sue the Trustee in a Civil RICO for Racketeering with local Hospitals and Medicaid Fraud leaders, such as but not limited to Senator Rick Scott. The property of the estate (this is particularly the case because the Blanket Bond has a fiduciary obligation to its unsecured creditors that may conflict with its fiduciary obligation to Engineer and Daughtrey’s). Therefore, Engineer has met this minimal burden, and intervention under FRCP 7024(a)(2) and FRCP 24(a)(2) is appropriate and the Motion should be granted.”).

29. Moreover, in the time that this bankruptcy case has been pending, the Debtor has suffered a series of setbacks in its effort to establish the Water project due to damages by the Compromise and his Engineer. The procedural difficulties in which the Debtor has been mired are of particular concern to the Engineer because Medicaid Fraud Leaders, Mosaic Phosphate next door to the property and Cancer Centers-Hospitals have a significant interest in the hiding this Water Supply and US Resource that are at the center

of this proceeding. Through its intervention, the Engineer will be able to protect and preserve these interests for the Public and help show America how find more in Days across Earth lowering World hunger and Cancer-Diseases rates as well as enhance US National Security by exposing these Terrorist Groups hiding this Water Supply with Deep State tax paid employees on the books of Wall Street Big Pharma Complex. Accordingly, it is clear that the Engineer has an interest relating to the property or transaction which is the subject of the Bankruptcy, and that permitting the Engineer to intervene pursuant to Rule 24(a)(2) also is appropriate.

30. Finally, the Engineer should be permitted to intervene in the Bankruptcy pursuant to Federal Rule of Civil Procedure 24(b). That Rule provides that, upon a timely application, anyone may be permitted to intervene in an action when the applicant has a claim or defense that shares with the main action a common question of law or fact. Fed. R. Civ.P. 24(b)(1)(B). Here, the Engineer has an interest in ensuring that the minerals and Water supply are determined to be property of the Daughtrey's and the Engineer in a Chapter 11 program and, upon such determination, that these assets are properly utilized in a payback plan that is subject to Medicaid Fraud leaders on the take with groups like Tampa Moffit Center and Pill mills in the region that need poor water supply and more sick people from the tap to make money. In that sense, the Engineer's claim is identical to the claim of Daughtrey in the Bankruptcy Writ of Certiorari at the US Supreme Court and throughout the appeal where all Water issues and Chapter 11 schedules were hidden as well as the millions in Design documents and plans for the pipeline and medicine research. Therefore, the Engineer has a claim that shares "a common question of law or fact" with the request to convert and protect the US Resource in the Bankruptcy conversion that would have been more beneficial to millions of Americans and the courts versus the horrible compromise. Moreover, intervention by the Engineer will not unduly delay or prejudice the adjudication of the original parties' rights in the Bankruptcy. See Fed. R. Civ. P. 24(b)(3). The Bankruptcy is at a awkward stage due to malpractice from the Trustee, the Receiver and Lara Hernandez the Trustee's consultant hiding the ongoing litigation caused by the Compromise since 2014 with more

filings and claims happening by the month. Accordingly, the Engineer should be permitted to intervene in the Bankruptcy as a party of Interest pursuant to Rule 24(b).

V.

### CONCLUSION

For the reasons set forth above, the Engineer respectfully requests that the Motion be granted, the Union Bank Blanket Bond be called into action for damages, and that the Court enter an order authorizing the Engineer to intervene in the Bankruptcy as a Party of Interest pursuant to Federal Rule of Civil Procedure 24 in the form attached hereto as **Exhibit A** and for such other and further relief as the Court deems necessary and appropriate.

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished either by electronic notification or U.S. mail, postage prepaid and properly addressed, this 5<sup>th</sup> day of February, 2019 to:

Respondent:

Luis E. Rivera, II Trustee  
Gray Robinson  
1404 Dean Street, Suite 300  
Fort Myers, Florida 33901  
[luis.rivera@gray-robinson.com](mailto:luis.rivera@gray-robinson.com)

Petitioner(s)

Cecil & Patricia Daughtrey Jr.  
9438 Daughtrey Road  
Sarasota, Florida 34266  
[pattyd@yahoo.com](mailto:pattyd@yahoo.com)

Is/ Joe Gilberti

Joseph D. Gilberti PE  
Intervenor, Party of Interest  
385 Donora Blvd  
Ft Myers Beach, FL 33931  
813-470-6000  
[Gilberti.water.company.fl@gmail.com](mailto:Gilberti.water.company.fl@gmail.com)

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
FORT MYERS DIVISION**

In Re:

Cecil and Patricia Daughtrey Jr. *et al.*,

Case No. 9:13-bk-14831-FMD

Chapter 7

Petitioners,

v.

Luis E. Rivera, II Trustee,

Respondent.

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THIS PROCEEDING came before the Court upon the Motion (the "Motion")<sup>1</sup> authorizing the Engineer to Intervene as a Party of Interest in this Bankruptcy. There being no objection to the Motion after proper notice to interested parties pursuant to Local Bankruptcy Rule 2002-4, it is

**ORDERED:**

1. The Motion is GRANTED.
2. The Engineer is authorized to intervene in this Bankruptcy as Party of Interest.
3. The Union Bank Blanket bond must be notified of lawsuits the Compromise generated and called in for damages the Trustee and Lara Hernandez caused and failed to notify to avoid additional damages.
4. The Engineer, should it intend to assert additional causes of action, shall have 21 days from the date of this Order to file its Intervener's Complaint.

Joseph Gilberti Jr. is directed to serve a copy of this Order on interested parties who are non-CM/ECF users and file a proof of service within 3 days of entry of the Order.

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<sup>1</sup> Defined terms from the Motion are incorporated by reference herein.

**EXHIBIT A**



**APPENDIX I**

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA  
CIRCUIT CIVIL DIVISION**

**MYAKKA MITIGATION, LLC, a Florida  
Corporation, and JOSEPH GILBERTI, JR.,  
Plaintiffs,**

**Case No.:  
Division:**

-vs.-

**WELLS FARGO BANK, N.A., a California  
Corporation  
Defendant.**

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**COMPLAINT**

COMES NOW, the Plaintiffs, MYAKKA MITIGATION, LLC, and JOSEPH GILBERTI, JR., by and through their undersigned counsel and hereby sue the Defendant, WELLS FARGO BANK, N.A., upon the grounds set forth below:

**JURISDICTION & VENUE**

1. This is an action for in excess of \$15,000.00, exclusive of interest, court costs and attorney's fees, and as such, this Court has subject matter jurisdiction over the disputes arising hereunder.
2. The Plaintiff, MYAKKA MITIGATION, LLC, is a Florida Corporation which did business in the State of Florida during 2011 and 2012. This Plaintiff shall be referred to hereafter as "Myakka".
3. The Plaintiff, JOSEPH GILBERTI, JR., was part owner and the managing member of Myakka during the allegations set forth herein. This Plaintiff shall be referred to hereafter as "Mr. Gilberti" or "Plaintiff Gilberti."

4. The Defendant, WELLS FARGO BANK, N.A., is a California Corporation, whose principal address is 420 Montgomery Street, San Francisco, California 94163, and is actively engaged in business in Hillsborough County, State of Florida, by having banking branches, employees and advertising in Hillsborough County, Florida.
5. The Court has personal jurisdiction over the parties hereto.
6. The actions giving rise to this lawsuit occurred in Brandon, Hillsborough County, State of Florida. Accordingly, Venue is appropriate in the Thirteenth Judicial Circuit, Hillsborough County, Florida, as the events, witnesses and evidence are located within this county.

#### **GENERAL ALLEGATIONS**

7. Plaintiff Myakka opened a business checking account with the Defendant's institution in late December 2011, or early January, 2012. This account shall be referred to herein as the "Business Checking Account."
8. Part and parcel to the Business Checking Account was a contract between the Plaintiff, Myakka, and the Defendant, Wells Fargo Bank, governing the terms of the Plaintiff's deposit with the bank, and the bank's handling of the moneys when they were maintained in the bank accounts. No physical copies of the agreement remain in the Plaintiffs' possession at present, but are in the possession of the Defendant. Accordingly, in compliance with the Florida Rules of Civil Procedure, the Plaintiffs reserve the right to amend this Complaint to attach such documents as they are produced.
9. Into that checking account, Plaintiff Myakka deposited a considerable sum of money, from which the corporation intended to operate out of.

10. Only the Corporate officers (which were comprised of Mr. Gilberti and Cecil Daughtrey, Jr.) were authorized to sign and remove moneys from the Business Checking Account.
11. The Defendant was aware that those two persons were the only authorized signors on the Business Checking Account, per the Defendant's own records and regulations.
12. However, on several instances, third parties who were not authorized signors on the account were permitted to make regular and routine withdrawals from the account in person and through the Brandon, Hillsborough County, Florida branch of Wells Fargo Bank.
13. These third parties who made the withdrawals were not granted authority on behalf of Plaintiff Myakka to withdraw such monies, nor was Myakka aware that such actions were occurring.
14. As a result of the unauthorized withdrawals at the Defendant's banking branches, a substantial amount of Plaintiff Myakka's corporate moneys were converted and permanently lost to the corporation, ultimately resulting in the closure of the corporation.
15. Plaintiff Gilberti is a successor in interest to Myakka, and accordingly, has standing to sue in Myakka's place.

**COUNT I: NEGLIGENCE**

16. The Plaintiffs hereby re-allege the allegations set forth above in paragraphs 1-15 as though fully set forth herein.
17. The Defendant owed a fiduciary duty to the Plaintiffs in handling and maintaining those moneys left with the bank on deposit.

18. The Defendant's fiduciary duty extended to prohibiting and preventing unauthorized third parties to have access to and use of those moneys deposited by the Plaintiff with the Defendant.
19. The Defendant breached its fiduciary duty by permitting an unauthorized third party to have access, use and ultimately possession of those moneys.
20. The Plaintiffs were harmed by the Defendant's breach as the moneys which were on deposit were impermissibly taken from the Plaintiffs.
21. As a result of the loss of those moneys, Plaintiff Myakka ended up going out of business, and lost its primary means to gain a revenue and grow business.
22. The Defendant's breach of duty was the proximate cause of the damage to the Plaintiffs.

WHEREFORE, the Plaintiffs, MYAKKA MITIGATION, LLC, and the JOSEPH GILBERTI, respectfully request this Honorable Court enter Judgment against the Defendant upon the grounds set forth above, and award the Plaintiffs compensatory and special damages, plus pre-judgment interest, to be paid by the Defendant, plus such further relief as the Court deems fair and equitable under the circumstances.

**COUNT II: IN THE ALTERNATIVE TO FRAUD, BREACH OF CONTRACT**

23. The Plaintiffs hereby re-allege the allegations set forth above in paragraphs 1-15 as though fully set forth herein.
24. The Plaintiff and Defendant entered into a contract which was to govern the management of the moneys held by the Defendant on the Plaintiff's behalf.
25. The Plaintiff fully complied with the terms of the contract, and performed all obligations contained therein under.

26. The contract prohibited the Defendant from releasing moneys from the Plaintiffs' account to unauthorized third parties.
27. The Defendant breached this obligation by permitting a third party or parties to unilaterally and impermissibly withdraw moneys from the Business Checking Account.
28. The Plaintiffs were damaged by the Defendant's breach of contract, and incurred significant and substantial monetary losses.
29. As a result of the loss of access to those funds, Plaintiff Myakka was no longer able to maintain operations and was forced to go out of business.

WHEREFORE, the Plaintiffs, MYAKKA MITIGATION, LLC, and the JOSEPH GILBERTI, respectfully request this Honorable Court enter Judgment against the Defendant upon the grounds set forth above, and award the Plaintiffs compensatory and special damages, plus pre-judgment interest, to be paid by the Defendant, plus such further relief as the Court deems fair and equitable under the circumstances.

**METROPOLIS BUSINESS LAW**

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Attorney For Joseph D. Gilberti, Jr.  
and Myakka Mitigation, LLC

**FILED**

**IN THE UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
FORT MYERS DIVISION**

**2014 AUG 27 PM 2:43**

CLERK OF BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

**In Re:**

**Chapter: 7**

**CASE NO.: 9:13-BK-14831-FMD**

**CECIL DAUGHTREY JR. and  
PATRICIA A. DAUGHTREY.  
Debtors**

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**CREDITOR GILBERTI'S AMENDED OBJECTION TO TRUSTEE'S  
MOTION AND NOTICE OF PROPOSED COMPROMISE**

JOSEPH GILBERTI, a Creditor in the above captioned action, by and through his undersigned counsel, files this Amended Objection to the Trustee's Motion and Notice of Proposed Compromise, and states the following:

1. On May 29th, 2014 the Trustee filed his original Motion and Notice of Proposed Compromise in which the Trustee sought approval of a compromise between the estate and the Creditor 72 Partners, LLC.
2. It is 72 Partners, LLC's position that it is owed approximately \$4.4 million dollars which was allegedly secured by a mortgage on the Debtors 2,500 acre real property (hereinafter "Real Property"). The 72 Partners mortgage, however, inaccurately described the Real Property to which it sought to attach, and failed to attach to the subsurface mineral rights of the Debtor.
3. Creditor Joseph Gilberti (hereinafter "Gilberti") was also a lien holder on the Real Property at the time of the foreclosure litigation. Before the Final Judgment of Foreclosure was entered, Mr. Gilberti was deeded an interest to a portion of the Real Property, including subsurface mineral rights.

4. Never the less, after a hearing for which inadequate notice was provided to the parties, 72 Partners obtained a Final Judgment of Foreclosure. However, the Final Judgment of Foreclosure failed to accurately describe the real property to which 72 Partners would be entitled, and instead included a property description which slandered the property interests of Debtor's neighbors and Mr. Gilberti (who had at the very least an interest in the subsurface rights, if nothing else).
5. Accordingly, the validity of the Final Judgment of Foreclosure has been called into question as the Debtor has filed an appeal of that Final Judgment, which will allege that 72 Partners, LLC, failed to give adequate notice of the final hearing of foreclosure and thus, the Final Judgment itself was entered only as a result of a violation of the Debtor's due process rights.
6. The appeal has not been proceeded on as this pending litigation has stayed the matter. The circuit court has also not completed the process of auctioning the property or of issuing a certificate of title of the property to 72 Partners, and as such, there remains additional judicial attention and effort required to fully resolve the foreclosure.
7. In the instant action, and based in part upon 72 Partners' foreclosure action, the Trustee has promulgated a compromise which would resolve the debts owed to 72 Partners. The Compromise includes the sale of all but 160 acres (the "Homestead") of the Debtor's real property in exchange for 72 Partner's release of its lien on the Homestead and the sum of \$300,000.00, for a total benefit of approximately \$4.7 million for roughly 2,300+ acres, and yielding only \$300,000.00 in liquid assets with which to pay the other creditors. Such an agreement would exhaust the Debtor's sole



significant asset (the Real Property) and leave an insufficient amount to satisfy the other creditor's claims.

8. Furthermore, the Trustee's valuation of the actual value of the 2,300+ acres is fatally flawed as it fails to consider the oil and mineral rights present under the land, and other such factors which would (and should) result in a higher sale price than the value set by the terms of the Compromise. In fact, the Trustee's valuation of the property may be less than half of the property's actual value.
9. To support the conclusion that the Trustee's valuation of the property is underwhelming, Mr. Gilberti would note that since the Compromise came into existence, there has been at least one better offers from other parties for the Real Property which would pay more money per acre for the land described, and which would free up sufficient assets for the Debtors' other creditors to be paid a larger portion if not all of their outstanding claims.
10. As noted by the Trustee and pursuant to *In re Justice Oaks II, Ltd.*, 898 F.2d 1544, 1549 (11th Cir. 1990), the Court should consider the following factors when determining whether to approve this proposed Compromise:
  - a. The probability of success in the litigation;
  - b. The difficulties, if any, to be encountered in the matter of collection;
  - c. The complexity of the litigation involved, and the expense, inconvenience, and delay necessarily attending it; and
  - d. The paramount interest of the creditors and a proper deference to their reasonable views.

11. The proposed Compromise does not satisfy those requirements, and is particularly prejudicial to the other creditors present in this pending case while failing to make adequate use of the resources available to the Debtor.

12. As such Mr. Gilberti objects to the Compromise:

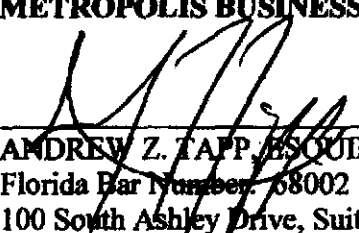
- a. The proposed Compromise unjustly prejudices the other Creditor's rights in this case as better offers for the property exist which would permit 72 Partners' to be fully paid on the balanced owed to them by the Debtors, and which would provide an opportunity for the other creditors to be fully satisfied.
- b. The Compromise would unjustly prejudice the Debtor by failing to obtain a sufficient and realistic value for the Real Property.
- c. The Compromise inaccurately describes the portion of real property to which 72 Partners would receive, and the legal descriptions will slander the property rights of Mr. Gilberti and the Debtors' other neighbors.
- d. The Creditor 72 Partners claim based upon the foreclosure action is incomplete.

13. Mr. Gilberti requests this Court permit him to prove the allegations underlying his objections at an evidentiary hearing, and in light of the considerations set forth above, deny the Trustee's request to approve the proposed Compromise.

**WHEREFORE**, Creditor Joseph Gilberti respectfully requests this honorable Court GRANT his objections and enter an order that (1) Denies the Trustee's motion for approval of the compromise, (2) instruct the trustee to accept such offers from other parties which would satisfy

the requirements of *In re Justice Oaks*, and which would better satisfy the other creditor's rights hereunder, and for such further relief as this Court deems appropriate.

**METROPOLIS BUSINESS LAW**

  
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[andrew@metropolitanfamilylaw.com](mailto:andrew@metropolitanfamilylaw.com)  
Attorney For Joseph D. Gilberti, Jr.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via the CM/ECF Noticing System, e-mail and/or by U.S. Mail to: CECIL DAUGHTREY, JR. & PATRICIA A. DAUGHTREY at 9438 Daughtrey Road, Sidell, FL 34266, OFFICE OF THE U.S. TRUSTEE- TPA7 at 501 E. Polk Street, Suite 1200, Tampa, Florida 33602, LAND TECH DESIGN GROUP, INC. at 3905 Halloak Ct., Valrico, FL 33596, RYAN L. SNYDER, ESQUIRE, at 11031 Gatewood Drive, Bradenton, FL 34211, LAND TECH DESIGN GROUP, INC. at 3148 Beaver Pond Trail, Valrico, FL 33596; and UNITED CONSUMER FINANCIAL SERVICES, BASS & ASSOCIATES, P.C., AT 3936 E. Ft. Lowell Road, Suite 200, Tucson, AZ 85712-1083, this 27<sup>th</sup> day of August, 2014.

  
\_\_\_\_\_  
ANDREW Z. TAPP, ESQUIRE  
Florida Bar Number: 68002

7-17-12

3 People valid these \$100<sup>80</sup> did not appear intently accounts were refused.

Magro (CSM)  
[Signature] (CSM)  
[Signature] Roberts (CSM)



**Kathleen Magro**  
Service Manager

Bloomington  
MAC 20110-010  
501 East Bloomington Avenue  
Brandon, FL 33511  
Tel: 813 952 1660  
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**APPENDIX II**

**FILED**

**IN THE UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
FORT MYERS DIVISION**

2014 SEP 17 PM 1:45

**In Re:**

**Chapter: 7**

CLERK, US BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

**CASE NO.: 9:13-BK-14831-FMD**

**CECIL DAUGHTREY JR. and  
PATRICIA A. DAUGHTREY.  
Debtors**

**CREDITORS GILBERTI & LAND TECH DESIGN GROUP, INC.  
MOTION FOR CONVERSION TO CHAPTER 11 BANKRUPTCY**

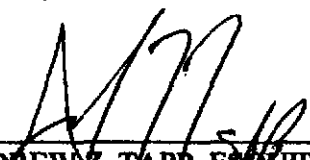
JOSEPH GILBERTI, GILBERTI WATER COMPANY, LLC and LAND TECH DESIGN GROUP, INC., creditors in the above captioned action, by and through their undersigned counsel, hereby file this Motion for Conversion to Chapter 11 Bankruptcy pursuant to §706(b) of the Bankruptcy Code, and state the following in support thereof:

1. On November 7th, 2013, the Debtors filed their *pro se* voluntary petition for bankruptcy pursuant to Chapter 7 of the Bankruptcy Code.
2. Among the assets of the Debtors is approximately 2,400 acres of real property which, if marketed and sold at a commercially justifiable price, represents a value far exceeding the obligations owed to the creditors in this case. Alternatively, the Debtors may have alternative uses for the land which would potentially generate sufficient regular income to make a reorganization feasible.
3. Conversely, the course upon which this case is presently set would cause the real property (minus 160 acres) to be sold to a single creditor for less than a commercially justifiable rate, while simultaneously prejudicing other creditors.
4. Accordingly, the present liquidation proceeding under Chapter 7 appears to be both unnecessary and inefficient. A continuation of this case on the current Chapter 7

- track could potentially hinder Mr. Gilberti and Land Tech Design Group's attempts to collect the outstanding obligations owed by Mr. Gilberti, not to mention cause an unnecessary and wasteful disposition of the Debtor's assets.
5. Instead, Chapter 11 Bankruptcy is a better option as it would aid the Debtors in reorganization through a more efficient utilization of the Debtor's assets, and would assure the creditors to be fully paid.
  6. Furthermore, Mr. Gilberti and Land Tech Design Group believe that the Debtors course of conduct indicates that a Chapter 11 proceeding would be productive and successful as the Debtors have historically been compliant with the Trustee, cooperative with the Creditors, and would otherwise voluntarily participate in a Chapter 11 proceeding.

**WHEREFORE**, the Creditors, JOSEPH GILBERTI, GILBERTI WATER COMPANY, LLC and LAND TECH DESIGN GROUP, INC., respectfully request this Honorable Court GRANT this Motion for Conversion, and enter an Order converting this matter from Chapter 7 to Chapter 11, and granting such further relief as this Court deems appropriate.

**METROPOLIS BUSINESS LAW**



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[andrew@metropolitanfamilylaw.com](mailto:andrew@metropolitanfamilylaw.com)  
Attorney For Joseph D. Gilberti, Jr.  
Gilberti Water Company, &  
Land Tech Design Group, Inc.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via the CM/ECF Noticing System and/or by U.S. Mail to the following parties and their counsel on this 17<sup>th</sup> day of September, 2014:

**Counsel for the Debtors**

Mr. Eric Lanigan, Esq.  
Lanigan & Lanigan, P.L.  
831 W. Morse Blvd.  
Winter Park, Florida 32789

**Office of the U.S. Trustee - TPA 7**

501 E. Polk Street, Suite 1200  
Tampa, Florida 33602

Ryan L. Snyder, Esq.  
11031 Gatewood Drive,  
Bradenton, Florida 34211

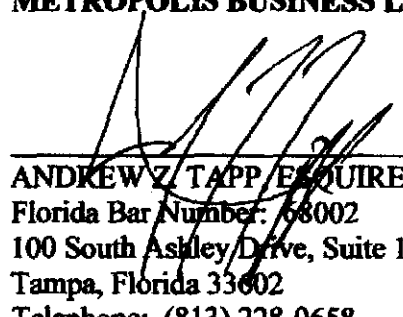
**Counsel for the Trustee**

Lara R. Fernandez  
Trenam, Kemker P.A.  
101 E. Kennedy Blvd., Suite 2700  
Tampa, Florida 33602

**United Consumer Financial Services**

Bass & Associates, P.C.  
3936 E. Ft. Lowell Rd., Suite 200  
Tuscon, AZ 85712-1083

**METROPOLIS BUSINESS LAW**

  
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Attorney For Joseph D. Gilberti, Jr.  
Gilberti Water Company, &  
Land Tech Design Group, Inc.



**APPENDIX III**

**IN THE CIRCUIT COURT OF THE TWELTH JUDICIAL CIRCUIT  
FOR SARASOTA COUNTY, FLORIDA**

LANDTECH DESIGN GROUP, INC.,  
Plaintiff,

v.

CASE NO. 2015 CA 6544 NC

72 PARTNERS, LLC, CECIL DAUGHTREY,  
and PATRICIA DAUGHTREY;  
Defendants.

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**ORDER DENYING SUMMARY JUDGMENT, SUBSTITUTING PARTY PLAINTIFF,  
SETTING THE DEPOSITION OF DEFENDANT'S CORPORATE REPRESENTATIVE,  
SETTING CASE FOR NON-JURY TRIAL AND  
DIRECTING CLERK TO UPDATE CASE MANAGEMENT SYSTEM**

THIS CAUSE having come before the Court on Defendant 72 PARTNERS, LLC's Motion for Summary Judgment, and other motions made ore tenus, and the Court having conducted a hearing January 22, 2019, and being otherwise advised, this Court makes the following findings:

**I. Defendant 72 PARTNERS, LLC's Motion for Summary Judgment:**

Plaintiff, LANDTECH DESIGN GROUP, INC., filed this lawsuit in 2015 to foreclose on a claim of lien on real property ("the Property"), for engineering services performed.

Defendant 72 PARTNERS, LLC moves for summary judgment, asserting that it holds a valid first mortgage on the Property, which renders plaintiff's lien inferior. Defendant cites *Cone Int'l Bros. Constr. Co. v. Moore*, 193 So. 288, 290 (Fla. 1940) and *Poinciana Hotel of Miami Beach, Inc. v. Kasden*, 370 So.2d 299, 400 (Fla. 3d DCA 1979) for the premise that a prior mortgagee may not be compelled to be a party to a suit by a junior lien. As evidence, the Defendant provides an affidavit accompanied by a recorded mortgage with the property description attached as "Exhibit A" to the mortgage.

Plaintiff filed an opposing affidavit of a land surveyor that disputes the legal description contained within "Exhibit A" to the mortgage. Plaintiff argues that there is a genuine issue of

material fact as to whether Defendant 72 PARTNERS, LLC is a senior lien holder because the mortgage is invalid.

Defendant 72 PARTNERS, LLC rebutted Plaintiff's argument with a Final Judgment of Mortgage Foreclosure, which was filed and recorded on October 14, 2013, in Sarasota Case No. 2011CA4209. Defendant 72 PARTNERS, LLC argues that because this Court previously entered judgment on the mortgage, the validity of the mortgage cannot be challenged in this case.

In order for the Court to hold that res judicata applies to the validity of the mortgage, Plaintiff would have had to been named in mortgage foreclosure lawsuit and had an opportunity to challenge the validity prior to the entry of the judgment. *Massey v. David*, 831 So.2d 226, 232 (Fla. 1st DCA 2002), holding that "Florida requires 'mutuality' and "identity of parties" for a judgment to be used in a subsequent action to bind parties.

The sufficiency of the legal description of property contained in a mortgage as to third persons is that "the mortgage must point out the subject-matter, so that the third person may identify the property covered by the aid of such inquiries as the instrument itself suggests. *Davis v. Horne*, 54 Fla. 563, 45 So. 476 (1907). Lien holders have standing to challenge the validity of a legal description contained in a mortgage. *Air Flow Heating and Air Conditioning, Inc. v. Baker*, 326 So.2d 449 (Fla. 4th DCA 1976). For the foregoing reasons, the Court finds the affidavit filed by Plaintiff raises a genuine issue of material fact as to whether Defendant 72 PARTNERS, LLC is a superior lien holder.

For the foregoing reasons, and only the reasons stated above, Defendant 72 PARTNERS, LLC's Motion for Summary Judgment is **DENIED**.

## **II. Motion to Substitute Party Plaintiff:**

LANDTECH DESIGN GROUP, INC. assigned its lien and contract rights to Joseph Gilberti, Jr., which was filed with the Court on September 17, 2018. Mr. Gilberti appeared at the hearing for summary judgment and orally moved to substitute as a party plaintiff pursuant to Fla. R. Civ. P. 1.260. The Court granted Mr. Gilberti's motion, substituting him as the plaintiff, which permitted him to represent himself at the hearing. The Clerk is hereby directed to update the case management system/court file to reflect the Plaintiff as: JOSEPH GILBERTI JR.

**III. Motion for Protective Order Regarding the Deposition of the Corporate Representative of Defendant 72 PARTNERS, LLC:**

At the summary judgment hearing, while discussing the status of discovery in the case, counsel for 72 PARTNERS, INC. orally moved for a protective order to prevent Plaintiff from subjecting the corporate representative of 72 PARTNERS, INC. to harassment or unduly burdensome questioning regarding matters not relevant to the lawsuit. The Court granted counsel's oral motion, and hereby rules:

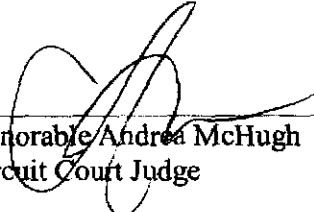
Plaintiff is permitted to take the deposition of the corporate representative of 72 PARTNERS, INC. subject to the following limitations:

1. The deposition will occur in the courtroom.
2. Plaintiff is only permitted to ask questions that are reasonably calculated to lead to the discovery of admissible evidence in this lawsuit. Plaintiff is not permitted to ask questions for the purpose of harassment, or about subjects not relevant to this lawsuit.
3. The deposition shall not exceed one hour unless Plaintiff obtains leave of court at the conclusion of first hour, and then Plaintiff may be required to proffer what questions remain.
4. Plaintiff shall schedule the deposition through contacting the Court's judicial assistant.
5. Counsel for 72 PARTNERS, INC. shall make his client available for deposition after scheduling with the Court's judicial assistant.

**IV. Setting the case for non-jury trial:**

This case is set on the Court's May, 2019 Non-jury trial docket via a separate Order Setting the Case for Trial.

DONE and ORDERED in Chambers, Sarasota, Sarasota County, Florida, on this 25 day of January, 2019.

  
Honorable Andrea McHugh  
Circuit Court Judge

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was furnished via U.S. First Class Mail on January 25, 2019 to the following:

Joseph Gilberti, Jr.  
385 Donora Avenue  
Fort Myers Beach, FL 33931


Ryan L. Snyder, Esq.  
Snyder Law Group, P.A.  
2025 Lakewood Ranch Blvd.  
Suite 102  
Bradenton, FL 34211

Cecil Daughtrey, Jr.  
9438 Daughtrey Road  
Sidell, FL 34266

Patricia Daughtrey  
9438 Daughtrey Road  
Sidell, FL 34266

I hereby certify that a true and correct copy of the foregoing was furnished via email on January 25, 2019 to the following:

Eduardo Morrell, Esq.  
[emorrell@morrellpa.com](mailto:emorrell@morrellpa.com)

  
\_\_\_\_\_  
Judicial Assistant

Filing # 82979026 E-Filed 01/08/2019 12:26:54 AM

**IN THE CIRCUIT COURT OF THE 12<sup>TH</sup> JUDICIAL CIRCUIT  
IN AND FOR SARASOTA COUNTY, FLORIDA**

LANDTECH DESIGN GROUP, INC., a  
Florida Corporation, Joseph D Gilberti, Jr., P.E.

Plaintiff

vs.

**Case No.: 2015 CA 006544 NC**

72 PARTNERS, LLC, a Florida limited  
Liability Company; CECIL DAUGHTREY,  
JR., and individual; and PATRICIA  
DAUGHTREY, an individual,

Defendants.

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**PLAINTIFFS RESPONSE/MEMORANDUM TO  
DEFENDANTS MOTION OF SUMMARY OF JUDGEMENT**

Plaintiff, JOSEPH D. GILBERTI, JR. P.E., in addition to prior responses for Defendants Motion of Summary of Judgment requesting production, interrogatories and admissions regarding title, through hearing set for a Motion to Compel on January 8, 2019, and prior filing for Discovery additionally submits RESPONSE/MEMORANDUM OF LAW TO DEFENDANT'S MOTION FOR SUMMARY OF JUDGMENT. The Plaintiff, files this Response/Memorandum of Law to Plaintiff's Motion for Summary Judgment of Lien Position as follows:

1. At this time there is a genuine issue of material fact as to whether the Defendant is the holder of the note and mortgage and, or even has Title on the property,

therefore, whether it has standing to bring this action.

2. Defendant never sent any US Mail as stated on the Motion to date.
3. Defendant as filed, to its Motion for Summary Judgment stated that they had direct access or has been provided with business records of the Defendant and that Defendant is the designated holder of said note and mortgage, Defendant has failed to attach or provide any recorded assignments of the note and mortgage proving that Defendant is the owner and holder of the note and mortgage, with true title or title insurance that would cover this Note, which was an INVALID MORTGAGE due to Title issues and NO CHAIN OF TITLE per the legal description, hence discovery request being avoided by Defendant still after many requests. The mortgage foreclosure is still pending on title issues in Sarasota Case 2011 CA 004209 NC that is dormant due to pending Bankruptcy appeals, in which discovery on this case is still pending.
4. The Mortgage has been INVALID from the start due NO CHAIN OF TITLE as the legal was from a professional lien by the Plaintiff against Daughtrey in 2009 through a Real Estate Developer named Tim Mapp and Dr William Sydney King of Sarasota Memorial Hospital, a Cardiologist who with others is after the Water Supply with many Florida Hospital Boards and Big Pharma groups as this mixture affects medicine production, now that we know what the land has under it via alkaline high mineral spring water endless river. The Defendant has not produced any admissible evidence to prove that the Defendant has been properly assigned the note and the mortgage in compliance with Florida law, Defendant's trust requirements as well as

Internal Revenue Service requirements.

5. The Daughtrey vs BSFL Holdings, LLC case in Sarasota, pending Foreclosure Case 2011 CA 004209 NC never actually had a Trial with Daughtrey or Plaintiffs presence due to Daughtrey and Plaintiff never being notified in a game to hide the Title issues and get a Judgment on Procedure games of nobody showing up. The Defendant and the Sarasota Clerk of Court, Property Appraisers office and Leaders knew the Title was bad with this syndicated group of Terrorist and railroaded the Trial with US leaders due to the World Water Resource that affects Medicine hidden by NASA and the EPA with this group for decades via Blue Gold Water Wars and Eugenics with Big Pharma complex and Military complex tied to McDill AFB and Bush Family.
6. The Plaintiff who carried a separate lien on the property for another professional service contract prior to the Defendant having any mortgage on this land, prepared a working legal for services rendered but not the property boundary which was used by BFSL Holdings on the Mortgage. This legal is shown in LandTech for work in 2007 to 2009, had a foreclosure on professional services with others. The mortgage could have used the original property ID numbers instead of the lien legal they bonded for roughly \$850,000 as part of the \$2.3million dollar note. Due to this Invalid legal description and Mortgage neither the Plaintiff nor the Daughtrey's got notice of Trial, which was conveniently processed without notice due to the fact the defendant in this case knew they had an INVALID MORTGAGE with Title issues.
7. The Legal description for the Defendants Mortgage is invalid as shown per Affidavit from Sam Esber, PLS in 'Exhibit A' attached. The legal description is for a



development that failed on paper, has no survey ever produced or chain of Title, on this INVALID mortgage by the Defendant against Cecil and Patricia Daughtrey which is still pending in Foreclosure and Bankruptcy appeal. The mortgage was taken and assigned to them by BSFL Holdings which used a legal description filed by the Plaintiff for a Mining Development that Failed with parties' years before the Note was applied for by the Daughtreys. The Defendant knew the Mortgage was bad and that's why they assigned it without insurance or proof of a survey, and have used Tampa Judges, State Attorneys, crooked Deep State Police blow Boston Bomb marathons, play FDEP games with a Parkland shooting timed with AR-15 fake police reports to subdue Plaintiff tied to ex President Obama, Harvard, Yale and Notre Dame alumni in the region, with Greenberg Traurig Law influence and power and Israel Mosaic Phosphate power. All in an effort to steal the land and to use bad cops and to file fake police reports to take Plaintiff off the streets who has the proof of this invalid mortgage, millions in engineering permit documents to convey the secret water supply to over 10million Taps and show Mankind how to find many more with US Military and agencies to potentially help Billions of People across Earth. They and Sarasota staff and Hillsborough County State Attorneys with Pam Bondi, Rick Scott and others have play docket timing games with Judges and Lawyers while they process Trials in Sarasota with Political power in the DOJ, Media, Banks, Developer interest, Medicaid fraud Racketeering and Clerks office with Fraud on Courts all the way up to Washington DC. Due to the poor title and invalid mortgage issues.

8. The original lien that was bonded in the invalid mortgage by another lender called BFSL Holdings, LLC was for a development that failed, never was meant for a property sale, and matches the mortgage legal identically! This legal was not for property but professional lien work limits by the plaintiff for other parties long before the mortgage or assignment. This legal was never provided on a working survey that was for a mining operation and potential future fly-in community that NEVER had an intent to sell the property, or the survey legal would have been processed for a new Property Identification number, which is an working plan that was never paid for or processed at Sarasota county survey and platting due to lack of payment. The lender worked with Sarasota county on a levy timed with Longino closing of a Florida Forever Trust fund with Wilson Miller (now Stantec Engineering) all in a consolidated effort to steal Daughtrey lands in a TILA and predatory loan game by Defendant. Defendant took the assignment knowing the title was bad along the entire foreclosure, hence why NO TRIAL was ever notified during an Obama Federal Shutdown while E-File Meta Data program for the April 1, 2013 mandate was being processed in Sarasota county on September 9, 2013, to hide the notification in a computer game glitch. That's how corrupt this clerk and local leadership, courts and Medicaid fraud group this defendant and Mosaic mining with Rick Scott and President Obama are attacking this Unique World Resource under these lands.
9. There are two very recent cases from the Second District Court of Appeal which strongly support denial of the summary judgment motion and even support

dismissal of the case. In *BAC Funding Consortium, Inc. ISAOA/ATIMA v. Jean-Jacques*, 2010 WL 476641 (Fla. App. 2nd Dist.), summary judgment was improperly granted as there was a genuine issue of material fact as to whether the Plaintiff had standing to foreclose the mortgage. In *BAC Funding*, the bank alleged in its unverified complaint that it was the holder of the note and the mortgage, but the mortgage attached to the complaint identified a different lender and mortgagee. When exhibits are attached to a complaint, exhibits control over the allegations in the complaint. *Hunt Ridge at Tall Pines, Inc. v. Hall*, 766 So. 2d 399, 401 (Fla. 2nd DCA 2000). In *Verizzo v. The Bank of New York*, 2010 WL 711862 (Fla. App. 2nd Dist.), the failure of the purported assignee of a promissory note to timely file the assignment and the original recorded assignment of mortgage required the denial of the Plaintiff's motion for summary judgment. Here, there are no assignments proving that the note and mortgage had been properly assigned to the Defendant without proof of chain of Title. In fact, there was no note attached to the Motion as an exhibit. The recorded mortgage lists the name of the lender as BSFL Holdings, LLC, not the Defendant named herein.

10. The Trustee Luis Rivera II, who with Defendant, skipped all evidentiary hearings and refused full payment to hide the Secret US Water Supply during the Bankruptcy. The Defendant still has a foreclosure in Sarasota Courts pending and another case which is still in a pending Bankruptcy appeal that removes them and their position from the Property for all title, with Cecil Daughtrey at the US Supreme Court in Washington DC; these pending cases may remove all position from Defendants and the Trustee, which is causing damage to all parties of interest today. The Trustee and Defendant wrote a compromise that issued a Quit claim

deed subject to this lien position. The Plaintiff's lien is in first position due the defendant having an invalid mortgage, where Defendant is an unsecured lender due to the pending title issues. The Defendant has NO Survey or proof the legal description on the mortgage in anything other the a legal the Plaintiff used on a professional lien on another contract for services for a Development that failed. There is Material Fact issues pending in both the Foreclosure pending for title and the Bankruptcy appeal that was railroad to hide the Critical US underground Water supply, with Sarasota county, Manatee County, Lee County, Desoto County, Hillsborough county, Charlotte county, Southwest Florida Water management District, EPA and Florida Leaders, Hospitals and more, with the Defendant and their Mosaic Phosphate investors next to this land, as stated in the pending Motion to Compel. This is a massive Group in the Region racketeering with Water Boards and a huge Rick Scott Medicaid Fraud infrastructure game with lower level of service water supply, they failed to do a proper Mortgage figuring they can just Kidnap the Plaintiff, attack millions of families and not show any discovery to any court on Title for an invalid Mortgage. They simply borrowed a poor farmer up with \$2million dollars on a \$150million dollar piece of land, with phosphate, and priceless to America now that we understand the secret underground River to sell it off to a foreign company behind the American people with a court docket game and bad Mortgage with Politicians helping like Rick Scott tied to Terrorism acts to subdue the Plaintiff or their adversaries. While filling Cancer centers with our Children with a massive click of Criminals.

### **CONCLUSION**

The Motion of Summary of Judgment should be denied due to poor Title and a pending Foreclosure, pending Bankruptcy, no proof of Chain of Title and using a legal

description for a development that failed. This entire case should be reported to President Trump and the FBI for US Treason on water supply. The Defendant worked a crooked US Trustee and ILLEGAL Compromise, through common friends and lawyers in the region, that should have dismissed this invalid mortgage for the Daughtrey's and helped with the pending permits for millions of Americans that has permitting plans through this property since 2011 before their assignment on file at Southwest Florida Water Management District and Sarasota FDEP, staff and leadership. The Defendant took the Quit claim deed subject to the Plaintiffs lien position, without an evidentiary hearing, that was skipped, that discharged a quit claim deed subject to this lien with full knowledge of the pending foreclosure title issues and their bad title position. The Defendant knew in the compromise by the Trustee that the lien was there and didn't deal with it causing more litigation when they could have taken the full payment in 2014 offered by the Plaintiff's investors.

### **CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing was furnished via E-File system email this 7<sup>th</sup> day of January, 2019 to:

Ryan L. Snyder, Esq.  
FBN 0010849  
**Snyder Law Group, P.A.**  
*Co-Council for 72 Partners*  
2025 Lakewood Ranch Blvd, Suite 102  
Bradenton, FL 34211  
941-747-3456  
941-747-6789 Facsimile  
[Ryan@SnyderLawGroup.com](mailto:Ryan@SnyderLawGroup.com)

Eduardo F. Morrell, Esq.  
FBN 0773281  
**McIntyre Thanasides**  
*Co-Council for 72 Partners*  
425 S. Florida Avenue  
Lakeland, Florida 33801  
844-511-4800  
813-899-6069 Facsimile  
[EMorrell@MorrellPA.com](mailto:EMorrell@MorrellPA.com)

*Is/ Joe Gilberti*

Joseph D. Gilberti PE

Plaintiff

385 Donora Blvd

Ft Myers Beach, FL 33931

813-470-6000

[Gilberti.water.company.fl@gmail.com](mailto:Gilberti.water.company.fl@gmail.com)

**EXHIBIT A**

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
IN AND FOR SARASOTA COUNTY, FLORIDA  
CIVIL DIVISION**

**72 PARTNERS, LLC, a Florida limited  
liability company,**

**Plaintiff,**

**v.**

**CASE NO. 2011 CA 004209 NC**

**CECIL DAUGHTREY JR. and PATRICIA A.  
DAUGHTREY, individually and as husband  
and wife, and RICHARD O. BECKER, an individual,**

**Defendants.**

**AFFIDAVIT OF ALEX S. ESBER, FLS**

**STATE OF FLORIDA**

**COUNTY OF LEE**

**BEFORE ME, the undersigned authority, personally appeared, ALEX S. ESBER, who was  
sworn and says, under penalty of perjury that the following allegations are true and correct  
and made on personal knowledge and that the Affiant is over the age of eighteen (18) and is  
competent to testify to the matters stated:**

- 1. Affiant's name is Alex S. Esber.**
- 2. Affiant's address is 209 Fred Avenue North, Leligh Acres, Florida 33971.**
- 3. Affiant is a Professional Surveyor and Mapper, State of Florida License No. 4349.**
- 4. Affiant has been a licensed professional surveyor and mapper in the State of Florida for  
over 25 years.**
- 5. Affiant's responsibilities include preparing, reviewing, tracing, and plotting legal  
descriptions and ownerships of property, and property rights in addition to preparing  
and certifying surveys of the same.**
- 6. Affiant was engaged by Cecil Daughtrey to review the legal description language  
attached to the mortgage as Exhibit "A," recorded in the official records of Sarasota**

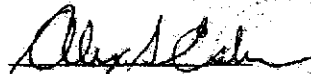
**Page 1 of 2**

Instrument # 2010072083 and said legal description attached hereto as Exhibit "A" relative to the property ownership of Cecil Daughtrey.

7. Affiant certifies that he did review the legal description language attached to the mortgage as Exhibit "A," recorded in the official records of Sarasota County, Instrument # 2010072083 and said legal description attached hereto as Exhibit "A"; and, (a) said legal description is defective; (b) said legal description does not definitively describe the property of Cecil Daughtrey, Jr. and Patricia A. Daughtrey; (c) said legal description does not encompass the property of Cecil Daughtrey, Jr. and Patricia A. Daughtrey.

FURTHER AFFIANT SAYETH NAUGHT.

Date: Oct 08, 2012


  
Alex S. Esber, PLS

State of Florida

County of Lee

Sworn to and subscribed before me this 8th day of October, 2012, by Alex S. Esber, who did take an oath and who is personally known to me or he/she produced N/A for identification.

NOTARY PUBLIC STATE OF FLORIDA  
Debra L. Rost  
Commission # DD861376  
Expires: FEB. 15, 2013  
NOTARY PUBLIC STATE OF FLORIDA

  
Signature of Notary Public  
Debra L. Rost  
Print, Type, or stamp Commissioned Name of Notary Public



0.0005

**ABSTRACT**

All that part of Section 1, Township 38 South, Range 22 East, lying North of State Road 72, All Section 2, Township 38 South, Range 22 East, LESS right-of-way for State Road 72, All Section 14, Township 38 South, Range 22 East, The North 1/2 and The West 1/4 of the South 1/2 of Section 14, Township 38 South, Range 22 East, All of Section 15, Township 38 South, Range 22 East, LESS railroad right-of-way, The West 1/2 of Section 16, Township 38 South, Range 22 East, LESS a parcel of land in Sections 2, 11, 14 and 15, lying within the following described parcel: Begin at the NW corner of said Section 11; thence South 01 degree 29'53" West, 5340.05 feet to the SW corner of said Section 11; thence North 68 degree 22'40" West, 5377.94 feet to the NW corner of said Section 15; thence South 62 degree 00'10" West, 1820 feet; thence South 63 degree 22'46" East, 6026.68 feet; thence North 63 degree 29'33" East, 7540.35 feet to the North Right-of-Way line of State Road 72; thence South 64 degree 15'13" West, 1042.16 feet along said North Right-of-Way of State Road 72; thence along said North Right-of-Way of State Road 72, easterly along a curve to the right 428.45 feet to the West line of said Section 2; thence South 65 degree 14'28" West, 18.87 feet to the Point of Beginning, LESS Oil and Mineral Right, all lying and being in Sarasota County, Florida.

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IN THE CIRCUIT COURT OF THE 12<sup>th</sup>  
JUDICIAL CIRCUIT IN AND FOR  
SARASOTA COUNTY, FLORIDA

**CASE #:**

LANDTECH DESIGN GROUP, INC., a  
Florida corporation,

Plaintiff,

vs.

72 PARTNERS, LLC, a Florida limited  
liability company; CECIL DAUGHTREY,  
JR., an individual; and PATRICIA  
DAUGHTREY, an individual,

Defendants.

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***COMPLAINT TO FORECLOSE LIEN  
FOR PROFESSIONAL SERVICES***

**PLAINTIFF** *sues Defendants* and alleges:

**GENERAL ALLEGATIONS**

1. Plaintiff LANDTECH DESIGN GROUP, INC., hereinafter "LANDTECH," is a Florida corporation with its principal office and place of business in Sarasota County, Florida. LANDTECH is an engineer and design professional for construction projects throughout South Florida.

2. Defendant CECIL DAUGHTREY is an individual citizen and resident of Sarasota County, Florida, and is *sui juris*.

3. Defendant PATRICIA DAUGHTREY is an individual citizen and resident of Sarasota County, Florida, and is *sui juris*.

4. Defendant 72 PARTNERS, LLC, hereinafter "72 PARTNERS," is a Florida

{00151352.DOCX; 1 }

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corporation doing business in and with its principal office and place of business in Sarasota County, Florida.

5. At all times material, 72 PARTNERS and/or CECIL DAUGHTREY, JR., and PATRICIA DAUGHTREY, as husband and wife (collectively "DAUGHTREY"), were the owners of improved real property in Sarasota County described as:

All that part of Section 1, Township 38 South, Range 22 East, lying North of State Road 72, All Section 2, Township 38 South, Range 22 East, LESS right of way for State Road 72, All Section 11, Township 38 South, Range 22 East, The North 1/2 and the West 1/4 of the South 1/2 of Section 14, Township 38 South, Range 22 East, All of Section 15, Township 38 South, Range 22 East, LESS railroad right of way, The West 1/2 of Section 16, Township 38 South, Range 22 East, LESS a parcel of land in Sections 2, 11, 14 and 15, lying within the following described parcel: Begin at the NW corner of said Section 11; thence South 01 degrees 59'53" West, 5340.95 feet to the SW corner of said Section 11, thence North 88 degrees 22'46" West, 5377.94 feet to the NW corner of said Section 15; thence South 02 degrees 00'10" West, 1320 feet; thence South 88 degrees 22'46" East, 6698.08 feet; thence North 01 degrees 59'53" East, 7240.95 feet to the South Right-of-Way line of State Road 72; thence South 66 degrees 13'13" West, 1042.16 feet along said South Right-of-Way of State Road 72; thence along said South Right-of-Way of State Road 72, Southwesterly along a curve to the right 400.45 feet to the West line of said Section 2; thence South 02 degrees 14'29" West, 18.87 feet to the Point of Beginning, LESS Oil and Mineral Right, all lying and being in Sarasota County, Florida

LESS AND EXCEPT

Commence at the intersection of the East section line of Section 2, Township 38 South, Range 22 East, Sarasota County, Florida and the North right-of-way line of SR 72. Then southwesterly along north right-of-way line of SR 72 a distance of 1,870 feet more or less to the point of beginning of the property. This point would be 1,752 feet westerly as measured perpendicular from the east line of said Section 2, Township 38 South, and Range 22 East. Then continue southwesterly along north right-of-way SR 72 for 498 feet; thence northerly parallel to the east section line of Section 2, Township 38 South, Range 22 East a distance of 916 feet. Thence westerly and parallel to the north section line of Section 2, Township 38 South, Range 22 East a distance of 1,527 feet; Thence northerly 2,717 feet

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more or less parallel to the East section line of Section 2, Township 38 South, Range 22 East to the north section line of Section 2, Township 38 South, Range 22 East; Thence east along the north section line of Section 2, Township 38 South, Range 22 East a distance of 3,814 feet more or less to the northeast corner of said Section 2, Township 38 South, Range 22 East; Thence continue along the north line of Section 1, Township 38 South, Range 22 East a distance of 90 feet; Thence southerly parallel to the west section line of Section 1, Township 38 South, Range 22 East a distance of 603 feet; Thence westerly parallel to the north section line of Section 1, Township 38 South, Range 22 East a distance of 90 feet to the west section line of Section 1, Township 38 South, Range 22 East; Thence westerly parallel to the north section line of Section 2, Township 38 South, Range 22 East a distance of 1,752 feet; Thence southerly parallel to the east section line of Section 2, Township 38 South, Range 22 East a distance of 2,826 feet more or less to the point of beginning.

hereinafter ("the PROPERTY").

6. This is an action for damages for a sum in excess of the jurisdictional minimum of this Honorable Court exclusive of interest, costs and fees but is, as well, an action for principal, interest, court costs and Plaintiff's reasonable attorney's fees.

7. Jurisdiction is vested in this Honorable Court pursuant to Article V, §5, Florida Constitution and §26.012, Fla. Stat.

8. All conditions precedent to the institution of this action occurred, or were performed or waived.

9. This is an action to enforce a lien for professional engineering services upon real property located in Sarasota County, Florida.

10. In mid-2011, DAUGHTREY, as owner and developer of the PROPERTY, contracted with LANDTECH to provide design and engineering services at the PROPERTY. A copy of Plaintiff's contract is attached hereto as **EXHIBIT "A"**. Although the contract attached hereto is not signed, Plaintiff has a fully executed copy in its possession.

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11. LANDTECH supplied the engineering and design services to the PROPERTY at the request of and pursuant to the terms and conditions of the written agreement with DAUGHTREY and DAUGHTREY accepted the work.

12. Pursuant to the terms of the contract, an outstanding balance remains due in the amount of \$17,540,000.00 for engineering services performed by LANDTECH.

13. To protect its right to payment, LANDTECH timely and properly recorded and amended its Claims of Lien as services continued to be provided, namely, a Claim of Lien recorded December 28, 2012 at Instrument 2012170529, and amended on December 11, 2013 at Instrument #2013165026, and amended again December 8, 2014 at Instrument #2014145900 of the Public Records of Sarasota County, Florida. Copies of the Claim of Lien and later amendments are attached hereto and incorporated herein by reference as Plaintiff's **EXHIBIT "B."**

14. LANDTECH timely served copies of the lien to DAUGHTREY and/or 72 PARTNERS.

15. LANDTECH performed all conditions precedent required under the written agreement with DAUGHTREY, and brought this action within the time specified in §713.22, Fla. Stat.

16. LANDTECH has employed the undersigned counsel for the purpose of enforcing its rights under and pursuant to the Construction Lien Law and is obligated to pay its attorney a reasonable fee for its services.

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**WHEREFORE**, Plaintiff requests this Honorable Court:

- i. adjudicate the amount due LANDTECH;
- ii. adjudicate that LANDTECH has a valid and existing lien on the interest of the Defendants in the real property described above for the amount of its claim plus interest, costs and attorney's fees;
- iii. decree that all persons claiming under Defendants subsequent to the filing of the Notice of Lis Pendens in this action in the Public Records of Sarasota County, Florida and every person whose conveyance or encumbrance is subsequent to or subsequently recorded, filed or docketed be forever barred and foreclosed of all right, claim, lien in equity of redemption in the real property or any part thereof;
- iv. decree that the interest of the Defendants in the realty be sold at public sale; that the monies arising from the sale be paid to the Court; that LANDTECH be paid therefrom the amount adjudged to be due it;
- v. that upon the sale of the property if there is a deficiency of proceeds to pay the amount of the judgment, that the judgment be enforced for the deficiency against any person or party liable for it; and
- vi. find that if LANDTECH fails for any reason to establish a lien for the full amount found to be due Plaintiff, that judgment be entered in favor of LANDTECH against the Defendants for such sums due Plaintiff that are

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in excess of the lien or which Plaintiff might recover in an action on a contract against any party to the action from whom such sums are due Plaintiff, all in accordance with §713.28, Fla. Stat.

**NOTICE OF COMPLIANCE WITH FLORIDA RULE  
OF JUDICIAL ADMINISTRATION 2.516**

Prsuant to Florida Rule of Judicial Administration 2.516 regarding electronic service of documents, Plaintiff hereby files with the Court the undersigned Firm's email addresses:

Bradley R. Weiss, Esq.  
Eric Bearden, Esq.  
Laurie Fox, FRP

[Brad@BMWlawyers.net](mailto:Brad@BMWlawyers.net)  
[Eric@BMWlawyers.net](mailto:Eric@BMWlawyers.net)  
[LCFox@BMWlawyers.net](mailto:LCFox@BMWlawyers.net)

*s/ Bradley R. Weiss*

Bradley R. Weiss, Esq., B.C.S.  
Florida Bar No.: 0567469  
C. Eric Bearden, Esq.  
Florida Bar No.: 0118085  
**BENSON, MUCCI & WEISS, P.L.**  
5561 North University Drive  
Suite 102  
Coral Springs FL 33067  
954-323-1023  
954-323-1013 Facsimile  
[Brad@BMWlawyers.net](mailto:Brad@BMWlawyers.net)  
[Eric@BMWlawyers.net](mailto:Eric@BMWlawyers.net)

**LandTech Design Group, Inc.**

Planning, Engineering and Consulting Services  
12417 Pebble Stone Court  
Fort Myers, FL 33913  
877-452-6383 toll free  
239-634-6536 main  
239-561-2909 fax

May 10, 2011

Mr. & Mrs. Daughtrey  
9438 Daughtrey Road  
Sidell, FL 34266

**RE: Daughtrey 2500 Acre Ranch  
Planning, Engineering & Consulting Agreement**  
PID 1009-00-2000, PID 1011-00-1000, PID 1011-00-1010,  
PID 1029-00-1000, and PID 1035-00-1000, PID 1037-00-1000  
Sarasota Florida Sec 1, 2, 11, 14, 15, &16, Twp 38, Rng 22e

Dear Mr. Daughtrey:

We are pleased to submit this proposal for site planning and civil engineering services for the above referenced project. Based on our understanding of your project requirements, we are proposing the attached services. If all meets with your approval, please execute all copies and return two to our office. Should you have any questions, please do not hesitate to contact me at your convenience.

Sincerely,  
LandTech Design Group, Inc.

*Joseph Gilberti*

Joseph D. Gilberti, PE  
Project Manager/Associate

cc: cg/jdg

Exhibit A  
Page 1 of 12



### **SCOPE OF SERVICES**

LandTech Design Group, Inc. (LDG) will provide site planning, professional engineering, and consultant services as required to assist with the approval for the proposed 2455 acre project in an effort to entitle the project based on its natural resources and attempt to find funding base on local demands for the area, located along both sides of S.R. 72 east of I-75 at the Daughtrey Ranch found in Sarasota County, Florida;

LandTech through Joseph Gilbert based on a settlement provided a **cash loan of approximately \$587,000 US dollars** that will be reimbursed at a later date as part of future investors or other lending in good faith, to help pay for fees and maintain a living at the Ranch. The loan is a part of the overall services determined to save the land and potentially partner in a 50/50 agreement with land and proceeds created by efforts and loan provided by Joseph Gilbert, P.E.

Mr. Gilbert has the right to exchange lands as part of the cash proceeds at his discretion at a fair market value. All mineral and water rights are transferred to Joseph D. Gilbert Jr., retroactive upon signing this agreement for all property owned by Mr. and Mrs Cecil Daughtrey Jr.

Mr. & Mrs. Cecil Daughtrey Jr. are herein labeled as the **Client** and LandTech Design Group (and its potential assigns) are herein stated as the **Consultant** for this contract.

### **SECTION "A" – CONSULTING, PLANNING AND DEVELOPMENT PROGRAMMING**

1. Prepare a preliminary sketches based on the existing constraints generated from the existing conditions such as wetlands, access and traffic studies provided by the Client. The Consultant will submit site plans for various alternative to help the project for funding and permitting.
2. Submit a development plan for an application through various agencies for Development Review based on the Site plans approved by the Client in Section A(1) above. LDG will prepare the necessary documents for the Site plan application based on the current zoning requirements existing on the site and potential use of natural resources, such as but not limited to, wetlands, water resources & mining, farming and agricultural, fly-in communities for both residential and commercial development. It is assumed the site is currently zoned Open Use Rural (OUR) and allowing 10 acre lots that will attempt to create five acre lots with techniques such as

flexible regulations. If a rezone is required to provide lots less than 10 acres it will be considered additional services. The Client will provide all necessary supporting documentation and fees required for the Site Plan Review and Construction Authorization checklist and application such as, but not limited to, architectural plans, landscape plans, surveys, photometric plans, environmental reports, traffic studies, etc.

3. If required, upon receipt of request for additional information (RAI) from Sarasota County Development Review, FDOT, SWFWMD, FDEP, ACOE or other agency staff, the Consultant will prepare documents through the assistance of the Client and the development team to submit for administrative or permit compliance. Any modifications to the originally approved site plan generated by the Client or other outside consultant or investor changes will be considered extra service.

#### **SECTION "B" – DESIGN DEVELOPMENT DOCUMENTS**

1. Diligence for development and funding will be at an hourly rate pursuant to consulting rates and all proceeds after soft costs for consulting will be split 50/50 between the Client and the Consultant.
2. A preliminary site, paving, grading, drainage plan will be prepared based upon site plan approved by the Client program initiated or approved in the planning phases of the project. Preliminary hydrology calculations will be made to determine requirements for stormwater detention and attenuation involving the Phase I mining operation and the program site plan for Phase I equestrian fly-in community. Upon approval by the Client and design team, the preliminary site paving, grading, drainage plan will become the basis for excavation and earthwork moving mining operations for Phase I site plan.
3. Coordination with Conceptual phasing of the 2,455 acre multi-facet project to establish phase lines and project scheduling in accordance to the Client and funding potential needs.
4. Preparation of design development engineering plans for various plans in accordance with local agencies. Plans will consider necessary techniques to satisfy existing drainage patterns that affect adjacent properties, a reclamation plan as required, establish minimum flood criteria for the project required level of service for flood protection. Plans will include aerials, retention/detention facilities, construction details and

best management techniques for construction during multiple development operations derived between both parties to save the project and hopefully collect revenues on the commercial business outside the residential homestead area, if possible.

5. Preparation of storm drainage plan and completion of hydrologic analysis in accordance with local minimum standards necessary for Sarasota County and SWFWMD.
6. A 100 Year Flood Plain Compensation plan in accordance with the Subdivision Technical Manual of the Sarasota County Land Development Regulations.
7. Coordination with project environmentalist for littoral planting plans or phase I & II that may be required.
8. Development of a hydro period maintenance plan if wetlands are onsite in accordance to the Sarasota Environmental Technical Manual of the Sarasota County's Land Development Code.
9. Plans to provide identification of designated hauling routes based on Client input. Gather evidence of hauling routes through photographs or video tapes as required for Sarasota County Environmental services.
10. Review test boring, perform earthwork modeling to estimate fill volumes of excavation at milestone timeframes to assist client in volume and production quantities to determine economics of the mining and or development operations. This task is available at milestones and for a maximum of two years.
11. Assist client in preparation of necessary documents that may be required for public hearing in regards to the multiple development operations at an hourly rate at extra services.
12. Preparation of dewatering or any water supply plans and staging areas for mining operations and development for the overall property that have potential.
13. Preparation of Standard Detail Sheet(s) in accordance to local authorities.

**SECTION "C" - ONSITE CONSTRUCTION DOCUMENTS**

1. Based on the approved site planning and development plans for planning and design development, the approved design development documents for permitting applications and agency input a full onsite construction document shall be provided after future funding is approved and all reimbursements and payments are in full.
2. Base on the plans approved from Section B (4) complete development plans will be prepared in accordance to local requirements for Sarasota County and other required agencies.

**SECTION "D" - OFFSITE DOCUMENTS**

1. Based on the traffic analysis and roadway hauling needs for the mining operation LDG will prepare necessary exhibits to quantify and justify offsite roadway needs for the project hauling roads that may or may not need improvements due to trucking and long term wear issued by the County or local authorities.
2. Coordination with the Client's traffic engineer shall be analyzed for up a period of five years from the signing of the contract in order to facilitate cost analysis associated with roadway improvements mandated by County staff due to offsite hauling from said mining operations.
3. Preparation of offsite access plans including the required turn lanes for an access to the site and a potential service road within the project.
4. Any offsite improvement, consulting or engineering is consider at the hourly rate for planning, engineering or consulting.

**SECTION "E" - PERMITTING ASSISTANCE AND PROJECT MONITORING**

Per the Client's direction, proposed civil engineering plans will be submitted to the appropriate reviewing authority. LDG will address review comments, make routine plan revisions related to those comments, and assist the Client in obtaining the required engineering permits (all development and review fees shall be paid by the Owner). Currently it is understood that the current engineering permits applications required are as follows:

Sarasota County Environmental Service Division  
Sarasota County Commission meetings or coordination  
Sarasota County Tree Removal & Protection application assistance  
Sarasota County Earthmoving Permit Application  
FDOT Driveway Connection Permit  
FDOT Drainage Connection Permit  
FDOT Utility Permit onsite or offsite  
ELAPP or Mitigation bank permits or coordination  
Sarasota County Excavation Permit and Addendums  
Southwest Florida Water Management District  
Florida NPDES Permit  
Annual Report for Earthwork Mining (three reports)

#### **SECTION "F" - CONSTRUCTION PERIOD SERVICES**

1. LDG will, upon request, provide assistance to the Owner with typical construction period services including: review shop drawings, and site visits during construction to determine if construction is, in general, proceeding in accordance with the contract documents. A written site visit report will be provided following each visit. Upon request, we will also answer, in writing, all questions from the contractor that are submitted in writing or prepare supplemental plans or details as needed.
2. Based on Client provided asbuilt LDG will provide record drawings and Final Certifications as required. Partial certifications or phasing for offsite improvements will be considered additional services.

#### **SECTION "G" - ADDITIONAL SERVICES**

1. Any work requested beyond the Scope specified in the sections above changed due to design changes, or changed due to field changes, will be invoiced at the standard hourly rates shown 'Rate Schedule' or be

renegotiated if feasible. Consultant can invoice at any time they deem appropriate in an effort to help the family survive and save the land. If invoice shows up for full contract amount and extra services at funding it is agreed by the Client to be paid in full.

**SECTION "H" - SERVICES NOT INCLUDED**

The following items, specifically, are *not included* in this Agreement and may be provided upon request for additional fees:

Landscape Architecture or Building Architecture  
Environmental Assessments/Monitoring/Analysis  
Tree Preservation Plan;  
Surveying  
Flood plain delineation;  
Bridge design; Structural Engineering;  
Site electrical, Site Lighting design;  
Changes to the Approved Plans;  
Special design such as site retaining walls;  
Hazardous waste investigations and certifications;  
Traffic Studies.  
Soil Investigations.  
Additional Drawing other than standard drawing package;  
Design of offsite haul roads and dust control;  
Notice of Termination of Disturbed facilities;  
Onsite package treatment facilities;  
Public hearing and rezoning;

**SECTION "I" - COMPENSATION**

The following is a summary of the compensation required.

<b>SECTION A: SITE PLANNING AND DEVELOPMENT PROGRAMMING</b>	<b>\$3,000,000.00</b>
<b>SECTION B: ONSITE DESIGN DEVELOPMENT DOCUMENTS</b>	<b>\$5,000,000.00</b>
<b>SECTION C: ONSITE CONSTRUCTION DOCUMENTS</b>	<b>\$2,000,000.00</b>
<b>SECTION D: OFFSITE DOCUMENTS</b>	<b>\$8,000,000.00</b>
<b>SECTION E: PERMITTING ASSISTANCE</b>	<b>\$2,000,000.00</b>
<b>SECTION F: CONSTRUCTION PERIOD SERVICES</b>	<b>HOURLY</b>
<b>SECTION G: ADDITIONAL SERVICES</b>	<b>HOURLY</b>

**REIMBURSABLE EXPENSES**

Costs for direct expenses including outside printing and reproduction costs, courier service, travel expenses, and overnight deliveries will be reimbursed at 1.15 times actual cost.

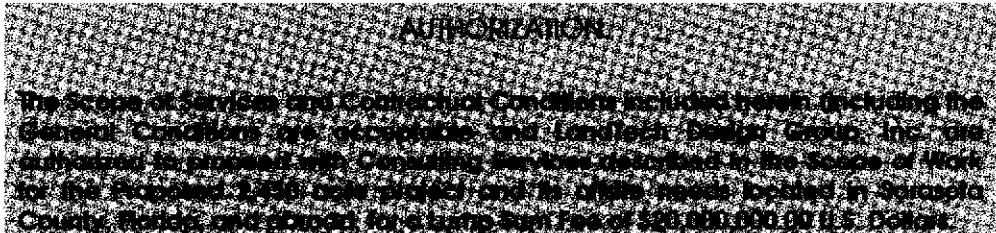
**BASIS OF COMPENSATION**

Basic Services: The Client shall pay LDG for services set forth in Attachment A, Scope of Services, and a Lump Sum Fee of **Twenty Million Dollars (\$20,000,000.00)**. The property is assumed to be worth \$25,000,000 based on title commitments and potential programs such as land acquisitions and easements adjacent to the property such as but not limited to Longino, Walton and Carlton Ranches and public needs pursuant to the Scope of Services.

A percentage of the Lump Sum Fee will be billed at the Client discretion.

Extra Services. The Client shall pay the LDG for extra services, which are not specifically called for in the Scope of Services, in accordance with the CONSULTANT'S standard rates.

Special Consultants: For services and reimbursable expenses of sub-consultants retained by the CONSULTANT, the Client shall pay the CONSULTANT the amount billed to the CONSULTANT therefore times a factor of 1.15.



Name: \_\_\_\_\_

Signature: \_\_\_\_\_



Title: \_\_\_\_\_

Representing: \_\_\_\_\_

Date: \_\_\_\_\_

**Lump Sum Fee of \$20,000,000.00 U.S. Dollars**

**TERMS AND CONDITIONS**

EMPLOYMENT LANDTECH DESIGN GROUP, INC. THE OWNER HEREBY ENGAGES LANDTECH DESIGN GROUP, INC. HEREIN CALLED LDG AND LDG HEREBY AGREES TO PERFORM THE PROFESSIONAL SERVICES HEREINAFTER SET FORTH.

SCOPE OF SERVICES. LDG SHALL PERFORM, IN A PROFESSIONAL MANNER, THE SERVICES SET FORTH IN THE ATTACHED LETTER.

EXTRA SERVICES. LDG SHALL PROVIDE EXTRA SERVICES, NOT SPECIFICALLY CALLED FOR IN THE ATTACHED LETTER, UPON REQUEST OR AUTHORIZATION OF THE OWNER.

TIME OF PERFORMANCE. LDG WILL COMMENCE WORK ON OR AS SOON AS PRACTICABLE AFTER THE DATE OF EXECUTION OF THIS CONTRACT AND ALL WORK AS SET FORTH IN THE ATTACHED LETTER SHALL BE COMPLETED IN A TIMELY MANNER, ASSUMING THE PROMPT SUBMISSION OF ALL REQUIRED DATA AND THE SCHEDULING OF ALL MEETING AND REVIEWS BY THE CLIENT.

COMPENSATION. LDG AGREES TO PERFORM THE SERVICES PROVIDED FOR IN THE ATTACHED LETTER, AND THE CLIENT AGREES TO COMPENSATE LDG FOR SUCH SERVICES AS ALSO SET FORTH IN THE ATTACHED LETTER. PAYMENT BY THE CLIENT TO LDG SHALL BE DUE AND PAYABLE ON THE 25TH DAY OF THE MONTH FOLLOWING THE DATE OF THE INVOICE. PAYMENTS NOT RECEIVED BY LDG BY SAID 30<sup>TH</sup> DAY OF THE MONTH FOLLOWING THE DATE OF THE INVOICE SHALL BE OVERDUE. A SERVICE CHARGE OF ONE PERCENT PER MONTH SHALL BE ADDED TO ALL OVERDUE AMOUNTS. OWNER AGREES TO PAY LDG'S COST OF COLLECTION OF ALL AMOUNTS DUE AND UNPAID AFTER SIXTY (60) DAYS INCLUDING COURT COSTS AND ATTORNEY FEES. LDG SHALL NOT BE BOUND BY ANY PROVISION WHEREIN LDG WAIVES ANY RIGHTS TO A MECHANIC'S LIEN, OR ANY PROVISION IMPLYING PAYMENT TO LDG IS CONTINGENT UPON PAYMENT TO CLIENT BY A THIRD PARTY.

PERSONNEL. LDG REPRESENTS THAT THEY HAVE, OR WILL SECURE AT THEIR OWN EXPENSE, ALL PERSONNEL REQUIRED TO PERFORM THE SERVICES UNDER THIS CONTRACT AND THAT SUCH PERSONNEL WILL BE FULLY QUALIFIED TO PERFORM SUCH SERVICES. SHOULD THE SCOPE OF SERVICES REQUIRE LDG TO RETAIN OUTSIDE SUBCONTRACTING SERVICES, LDG MAY DO SO UPON WRITTEN AUTHORIZATION BY THE CLIENT, AND THE OWNER SHALL COMPENSATE LDG FOR SUCH SUBCONSULTING SERVICES.

RESPONSIBILITIES OF THE OWNER. IT IS AGREED THAT THE OWNER WILL HAVE THE FOLLOWING RESPONSIBILITIES UNDER THIS CONTRACT:

- A. THE PROVISION OF ALL AVAILABLE INFORMATION, DATA, REPORTS, RECORDS, AND MAPS TO WHICH THE OWNER HAS ACCESS AND WHICH ARE NEEDED BY LDG FOR THE PERFORMANCE OF THE SERVICES PROVIDED FOR HEREIN.

- B. PROVIDING ASSISTANCE AND COOPERATION FOR LDG IN OBTAINING ANY OTHER NEEDED MATERIAL WHICH THE OWNER DOES NOT HAVE IN ITS POSSESSION.
- C. MAKING AVAILABLE THE SERVICES OF THE OWNER AS MAY BE NECESSARY TO OBTAIN INFORMATION AS NEEDED TO PERFORM THE WORK PROGRAM SET FORTH IN THE SCOPE OF SERVICES.
- D. THE DESIGNATION OF A SINGLE REPRESENTATIVE WHO WILL BE AUTHORIZED TO MAKE NECESSARY DECISIONS REQUIRED ON BEHALF OF THE OWNER AND WILL SERVE TO PROVIDE THE NECESSARY DIRECTION AND COORDINATION FOR THE PROJECT.
- E. BEAR ALL COSTS FOR PERMITTING AND ADVERTISING FOR THE PROJECT.
- F. PROVIDE ACCESS TO ALL AFFECTED PRIVATE PROPERTY FOR LDG TO PERFORM ALL NECESSARY SURVEYING, ENGINEERING AND INSPECTIONS.

ALL SUCH OWNER RESPONSIBILITIES SHALL BE CONDUCTED IN A TIMELY MANNER AND WITHOUT UNDUE DELAY SO AS NOT TO DELAY LDG IN THE PERFORMANCE OF HIS SERVICES.

OPINION OF PROBABLE CONSTRUCTION COSTS. LDG'S OPINION OF PROBABLE CONSTRUCTION COSTS, IF RENDERED AS A SERVICE UNDER THIS AGREEMENT, IS BASED ON ASSUMED LABOR COSTS AND APPROXIMATE QUANTITIES OF MATERIAL AND EQUIPMENT, AND THEREFORE IS OF A CONDITIONAL CHARACTER. LDG CANNOT GUARANTEE THE COST OF WORK TO BE PERFORMED BY OTHERS SINCE MARKET OR BIDDING CONDITIONS CAN CHANGE AT ANY TIME AND CHANGES IN THE SCOPE OR QUALITY OF THE PROJECT MAY AFFECT SERVICES.

OWNERSHIP OF MATERIALS. IT IS AGREED THAT UPON RECEIPT OF FINAL PAYMENT, ALL FINAL DOCUMENTS, STUDIES, SURVEYS, DRAWINGS, MAPS, MODELS, PHOTOGRAPHS AND REPORTS PREPARED BY LDG UNDER THIS CONTRACT, SHALL BE CONSIDERED THE PROPERTY OF THE CLIENT. HOWEVER, LDG SHALL RETAIN SUCH COPIES THEREOF AS HE DESIRES. ANY REUSE BY OWNER WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY LDG WILL BE AT OWNER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO LDG.

DELAYS BEYOND THE CONTROL OF LDG. IT IS AGREED THAT EVENTS WHICH ARE BEYOND THE CONTROL OF LDG MAY OCCUR WHICH MAY DELAY THE PERFORMANCE OF THE SCOPE OF SERVICES. IN THE EVENT THAT THE PERFORMANCE OF THE SCOPE OF SERVICES BY LDG IS DELAYED BEYOND THEIR CONTROL, WKD SHALL NOTIFY THE CLIENT OF SUCH DELAY AND THE REASONS THEREFORE, AND THE CLIENT SHALL EXTEND THE TIME OF PERFORMANCE APPROPRIATELY.

CHANGES. THE CLIENT OR LDG MAY, FROM TIME TO TIME, REQUEST MODIFICATIONS OR CHANGES IN THE SCOPE OF SERVICES. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF LDG'S COMPENSATION, WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE CLIENT AND LDG, SHALL BE INCORPORATED IN WRITTEN AMENDMENTS.

TERMINATION OF CONTRACT. THIS CONTRACT MAY BE TERMINATED BY EITHER THE CLIENT OR LDG WITH 10 CALENDAR DAYS WRITTEN NOTICE. IN THE EVENT OF SUCH TERMINATION, ALL FINISHED OR UNFINISHED PLANS, SPECIFICATIONS AND REPORTS PREPARED BY LDG SHALL, AT THE OPTION OF THE CLIENT, BECOME ITS PROPERTY. LDG SHALL BE ENTITLED TO RECEIVE JUST AND EQUITABLE COMPENSATION FOR WORK ACCOMPLISHED PRIOR TO THE TERMINATION.

ASSIGNABILITY. THIS CONTRACT SHALL NOT BE ASSIGNED OR TRANSFERRED BY EITHER LDG OR THE CLIENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER. NOTWITHSTANDING THE FOREGOING, HOWEVER, LDG SHALL NOT BE PROHIBITED FROM CONTRACTING WITH QUALIFIED SUBCONSULTANTS OR FROM ASSIGNING TO A BANK, TRUST COMPANY, OR OTHER FINANCIAL INSTITUTION ANY CLAIMS FOR COMPENSATION DUE, OR TO BECOME DUE, WITHOUT SUCH PRIOR WRITTEN CONSENT.

LIABILITY AND STANDARD OF CARE. LDG SHALL PERFORM SERVICES FOR CLIENT IN PROFESSIONAL MANNER, USING THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED BY CONSULTANTS PRACTICING IN THE SAME OR SIMILAR LOCALITY AS THE PROJECT. LDG'S LIABILITY TO OWNER FOR ANY INDEMNITY COMMITMENTS, OR FOR ANY DAMAGES ARISING IN ANY WAY OUT OF PERFORMANCE OF THIS CONTRACT, IS LIMITED TO COMPENSATION MADE AFTER LOAN IS PAID BACK AND SERVICES PAID FOR INDEPENDENT OF LANDS TRANSFERRED TO BATER PAYMENTS.

THE CLIENT ACKNOWLEDGES THAT LDG IS A CORPORATION AND AGREES THAT ANY CLAIM MADE BY THE OWNER ARISING OUT OF ANY ACT OR OMISSION OF ANY DIRECTOR, OFFICER OR EMPLOYEE OF LDG IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT SHALL BE MADE AGAINST LDG AND NOT AGAINST SUCH DIRECTOR, OFFICER, OR EMPLOYEE.

DATE: \_\_\_\_\_

CLIENT: \_\_\_\_\_

PROJECT: \_\_\_\_\_

**RATE SCHEDULE**  
**LandTech Design Group, Inc.**  
***Effective through December 2016***

**LABOR:**

Consulting	\$500.00/hr.
Principal	\$150.00/hr.
Project Manager	\$125.00/hr.
Senior Staff Engineer	\$ 110.00/hr.
Staff Engineer	\$ 85.00/hr.
Staff Planner	\$ 75.00/hr.
Senior Designer	\$ 80.00/hr.
Designer (Engineering or Landscape)	\$ 75.00/hr.
Senior Technician	\$ 60.00/hr.
Word Processing	\$ 40.00/hr.
Technician	\$ 50.00/hr.
Construction Observation	\$750.00/day

THIS INSTRUMENT PREPARED BY AND RETURN TO:  
JOSEPH D. GILBERTI JR.  
LAND TECH DESIGN GROUP, INC.  
3905 Halloak Court  
Valrico, Florida 33596  
813-470-6000

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2012170529 1 PG  
2012 DEC 28 01:21 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
ABURCHETT Receipt#1572419

STATE OF FLORIDA  
COUNTY OF SARASOTA

**CLAIM OF LIEN**



Before me, the undersigned Notary Public, personally appeared, Joseph D. Gilberti, Jr., who was duly sworn and says that he is the agent of the lienor herein, Land Tech Design Group, Inc., ("Corporation"), whose address is 3905 Halloak Court, Valrico, Florida 33596; and that in accordance with the Contract with Cecil and Patricia Daughtrey Jr., who are the land owners has provided planning, engineering and consulting services for the following described real property located in Sarasota County, Florida:

**Tax Parcel Identification and Subject Property**

- 1039-00-2000
- 1009-00-1000
- 1029-00-1000
- 1037-00-1000
- 1035-00-1000
- 1011-00-1000
- 1011-00-1010

Currently owned by Cecil and Patricia Daughtrey, Jr., under a Professional Engineering and Consulting Service Agreement with LandTech Design Group upon which the Corporation asserts the lien. The remains unpaid to the Corporation are as follows:

<b>Contract Scope of Service</b>	-	<b>\$10,000,000.00 U.S. dollars</b>
<b>Extra Services</b>	-	<b>\$ 250,000.00 U.S. dollars</b>
<b>Total Amount Due</b>	-	<b>\$10,250,000.00 U.S. dollars</b>

Plus interest at the rate of 1.5% per month, collection and court costs, attorney fees, professional fees, etc.

**Witnesseth:**  
Signature Here

Will A. Rodriguez

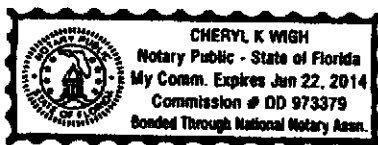
Land Tech Design Group, Inc.  
By: Joseph D. Gilberti, Jr.  
Joseph D. Gilberti, Jr., P.E.

Print Name Here

Will A. Rodriguez

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 28 day of December 2012 by Joseph D. Gilberti, Jr. who is personally known to me or who has produced Florida Driver's License identification and who did take oath that the matters contained therein were true and correct.



Signature Here Cheryl K. Wigh  
Print Name Here Cheryl K. Wigh  
Notary Public, State of Florida  
Serial Number:  
My commission expires:

THIS INSTRUMENT PREPARED BY AND RETURNED TO:  
CHRISTINE R. GILBERTI  
LAND TECH DESIGN GROUP, INC.  
3148 BEAVER POND TRAIL  
VALRICO, FL 33596  
813-482-7918

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2013165026 1 PG  
2013 DEC 11 04:51 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
SARMISTEAD Receipt#1692150

STATE OF FLORIDA  
COUNTY OF SARASOTA



**CLAIM OF LIEN (REVISED)**

Before me, the undersigned Notary Public, personally appeared, Christine R. Gilberti, who was duly sworn and says that she is the agent of the lienor herein, Land Tech Design Group, Inc. ("Corporation"), whose address is 3148 Beaver Pond Trail, Valrico, FL 33596; and that in accordance with the contract with Cecil and Patricia Daughtrey Jr., who are the land owners has provided planning, engineering and consulting services for the following described real property located in Sarasota County, Florida:

**Tax Parcel Identification and Subject Property**

- 1039-00-2000
- 1009-00-1000 (NIC, Deeded Joseph D. Gilberti Jr.)
- 1029-00-1000
- 1037-00-1000
- 1035-00-1000
- 1011-00-1000
- 1011-00-1010 (NIC, Deeded to Joseph Gilberti Jr.)

Currently owned by Cecil and Patricia Daughtrey Jr., (less recently deeded property based agreement) under a Professional Engineering and Consulting service agreement with Land Tech Design Group, Inc., upon which the Corporation asserts the lien. The remains unpaid to the corporation are as follows:

Contract Scope of Service	-	\$17,000,000.00 U.S. dollars
Extra Services	-	\$ 340,000.00 U.S. dollars
Total Amount Due	-	\$17,340,000.00 U.S. dollars

Plus interest at the rate of 1.5% per month, collections and court costs, attorney fees, professional fees, etc.

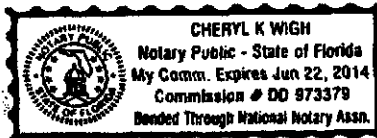
Witnesseth:  
Signature Here *Cheryl K Wigh*  
Print Name Here Cheryl K Wigh

Land Tech Design Group, Inc.  
By: *C. Gilberti*  
Christine R. Gilberti as Agent for:  
Land Tech Design Group, Inc.

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 11 day of December 2013 by Christine R. Gilberti who is personally known to me or who has produced Florida Drivers License as identification and who did take oath that the matters contained herein were true and correct.

Signature Here *Cheryl K Wigh*  
Print Name Here Cheryl K Wigh  
Notary Public, State of Florida  
Serial Number  
My Commission expires:



THIS INSTRUMENT PREPARED BY AND RETURNED TO:  
JOSEPH D. GILBERTI JR.  
LAND TECH DESIGN GROUP, INC.  
385 DENORA AVENUE  
FORT MYERS BEACH, FL 33931

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2014145900 1 PG(S)  
December 09, 2014 03:00:21 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL

STATE OF FLORIDA  
COUNTY OF SARASOTA



**CLAIM OF LIEN (REVISED)**

Before me, the undersigned Notary Public, personally appeared, Joseph D. Gilberti, who was duly sworn and says that she is the agent of the lienor herein, Land Tech Design Group, Inc. ("Corporation"), whose address is 385 Denora Ave, Fort Myers Beach, Florida 33931; and that in accordance with the contract with Cecil and Patricia Daughtrey Jr., who are the land owners has provided planning, engineering and consulting services for the following described real property located in Sarasota County, Florida:

**Tax Parcel Identification and Subject Property**

- 1039-00-2000
- 1009-00-1000 (NIC, Deeded to Joseph D. Gilberti Jr.)
- 1029-00-1000
- 1037-00-1000
- 1035-00-1000
- 1011-00-1000
- 1011-00-1010 (NIC, Deeded to Joseph Gilberti Jr.)

Currently owned by Cecil and Patricia Daughtrey Jr., (less recently deeded property based agreement) under a Professional Engineering and Consulting service agreement with Land Tech Design Group, Inc., upon which the Corporation asserts the lien. The remains unpaid to the corporation are as follows:

Contract Scope of Service	-	\$17,000,000.00 U.S. dollars
Extra Services	-	\$ 540,000.00 U.S. dollars
Total Amount Due	-	\$17,540,000.00 U.S. dollars

Plus interest at the rate of 1.5% per month, collections and court costs, attorney fees, professional fees, etc.

Witnesseth:  
Signature Here \_\_\_\_\_  
Print Name Here \_\_\_\_\_

Land Tech Design Group, Inc.  
By: *[Signature]*  
Joseph D. Gilberti Jr. as Agent for:  
Land Tech Design Group, Inc.

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 9 day of December 2014 by Joseph D. Gilberti Jr. who is personally known to me or who has produced Florida Driver's License as identification and who did take oath that the matters contained herein were true and correct.

CRAIG EDDY  
Notary Public, State of Florida  
My Commission Expires Aug. 23, 2015  
My Commission # EE 124621

Signature Here *[Signature]*  
Print Name Here Craig Eddy  
Notary Public, State of Florida  
Serial Number EE 124621  
My Commission expires: 8/23/15

**APPENDIX IV**

Filing # 45939302 E-Filed 08/31/2016 04:28:48 PM

8/31/16BRW- | W:\Wdocs\Clients\004041\15331\00151344.DOCX

IN THE CIRCUIT COURT OF THE 12<sup>th</sup>  
JUDICIAL CIRCUIT IN AND FOR  
SARASOTA COUNTY, FLORIDA

*CASE #: 16-000205 CA NC*

72 PARTNERS, LLC, a Florida limited  
liability company,

Plaintiff,

vs.

JOSEPH D. GILBERTI, JR., an individual;  
ROBERT J. FLINT, an individual; and  
FLINT PROPERTIES II, LLC,

Defendants.

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**DEFENDANT'S MEMORANDUM IN OPPOSITION TO PLAINTIFF'S MOTION FOR  
PARTIAL SUMMARY JUDGMENT AS TO QUIET TITLE COUNT**

COMES NOW the Defendant, Joseph D. Gilberti, Jr. ("GILBERTI"), by and through his undersigned counsel and pursuant to Fla. R. Civ. P. 1.510, and files this his Memorandum in Opposition to Plaintiff 72 PARTNERS, LLC's ("72 PARTNERS") Motion for Partial Summary Judgment as to its Quiet Title Count, and in support thereof states as follows:

**INTRODUCTION AND SUMMARY OF ARGUMENTS**

This dispute arises out of 72 PARTNERS' alleged title, granted via bankruptcy trustee's quitclaim deed, to real property in Sarasota County particularly described as:

All that part of Section 1, Township 38 South, Range 22 East, lying North of State Road 72, All Section 2, Township 38 South, Range 22 East, LESS right of way for State Road 72, All Section 11, Township 38 South, Range 22 East, The North 1/2 and the West 1/4 of the South 1/2 of Section 14, Township 38 South, Range 22 East, All of Section 15, Township 38 South, Range 22 East, LESS railroad right of way, The West 1/2 of Section 16, Township 38 South, Range 22 East, LESS a parcel of land in Sections 2, 11, 14 and 15, lying within the following described parcel: Begin at the NW corner of said Section 11; thence South 01 degrees 59'53" West, 5340.95 feet to the SW corner of said Section 11, thence

{00175155.DOCX; 1 }



Sarasota Circuit Court Case # 16-000205 CA NC  
LandTech Design Group, Inc. vs. 72 Partners, LLC  
Defendant Gilberti's Memorandum in Opposition to Summary Judgment  
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North 88 degrees 22'46" West, 5377.94 feet to the NW corner of said Section 15; thence South 02 degrees 00'10" West, 1320 feet; thence South 88 degrees 22'46" East, 6698.08 feet; thence North 01 degrees 59'53" East, 7240.95 feet to the South Right-of-Way line of State Road 72; thence South 66 degrees 13'13" West, 1042.16 feet along said South Right-of-Way of State Road 72; thence along said South Right-of-Way of State Road 72, Southwesterly along a curve to the right 400.45 feet to the West line of said Section 2; thence South 02 degrees 14'29" West, 18.87 feet to the Point of Beginning, LESS Oil and Mineral Right, all lying and being in Sarasota County, Florida

LESS AND EXCEPT

Commence at the intersection of the East section line of Section 2, Township 38 South, Range 22 East, Sarasota County, Florida and the North right-of-way line of SR 72. Then southwesterly along north right-of-way line of SR 72 a distance of 1,870 feet more or less to the point of beginning of the property. This point would be 1,752 feet westerly as measured perpendicular from the east line of said Section 2, Township 38 South, and Range 22 East. Then continue southwesterly along north right-of-way SR 72 for 498 feet; thence northerly parallel to the east section line of Section 2, Township 38 South, Range 22 East a distance of 916 feet. Thence westerly and parallel to the north section line of Section 2, Township 38 South, Range 22 East a distance of 1,527 feet; Thence northerly 2,717 feet more or less parallel to the East section line of Section 2, Township 38 South, Range 22 East to the north section line of Section 2, Township 38 South, Range 22 East; Thence east along the north section line of Section 2, Township 38 South, Range 22 East a distance of 3,814 feet more or less to the northeast corner of said Section 2, Township 38 South, Range 22 East; Thence continue along the north line of Section 1, Township 38 South, Range 22 East a distance of 90 feet; Thence southerly parallel to the west section line of Section 1, Township 38 South, Range 22 East a distance of 603 feet; Thence westerly parallel to the north section line of Section 1, Township 38 South, Range 22 East a distance of 90 feet to the west section line of Section 1, Township 38 South, Range 22 East; Thence westerly parallel to the north section line of Section 2, Township 38 South, Range 22 East a distance of 1,752 feet; Thence southerly parallel to the east section line of Section 2, Township 38 South, Range 22 East a distance of 2,826 feet more or less to the point of beginning.

(hereinafter "the Property"). Filed contemporaneously with this Memorandum is GILBERTI's Affidavit Opposing Plaintiff's Motion for Partial Summary Judgment.

Sarasota Circuit Court Case # 16-000205 CA NC  
LandTech Design Group, Inc. vs. 72 Partners, LLC  
Defendant Gilberti's Memorandum in Opposition to Summary Judgment  
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Prior to July 26, 2013, Cecil Daughtrey Jr. and Patricia A. Daughtrey (collectively "Daughtrey") were the owners of the entire Property. However, on July 26, 2013, Daughtrey conveyed, via properly witnessed and executed Warranty Deed, a portion of the Property to GILBERTI. A true and correct copy of the Warranty Deed is attached hereto as **EXHIBIT "A"**. That portion of the Property conveyed by Daughtrey to GILBERTI is more particularly described as:

All that part of Section 1 lying North of State Road No. 72 and all that part of the East 1675.00 feet of Section 2 lying North of State Road No. 72 and the North 2068.04 feet of the West 924.27 feet of the East 2,599.27 feet of said Section 2, all in Township 38 South, Range 22 East, Sarasota County, Florida

(hereinafter the "Gilberti Ranch").

On November 7, 2013, and after conveying the Gilberti Ranch, Daughtrey filed for Chapter 7 bankruptcy protection. As a result thereof, and pursuant to 11 U.S.C. § 541(a), title to the Property, less that portion previously conveyed by Daughtrey and comprising the Gilberti Ranch, vested in the Chapter 7 Bankruptcy Trustee, Luis E. Rivera II, Esq. ("Rivera"). Thereafter, on June 10, 2014, GILBERTI recorded the deed by which he took title to the Gilberti Ranch in the Official Records of Sarasota County, Florida via Instrument Number 2014067954 (Exhibit A). While Rivera, pursuant to 11 U.S.C. §544 (a) (3), had full legal authority to avoid Daughtrey's conveyance of the Gilberti Ranch, he did not do so.

On October 7, 2014, the Bankruptcy Court in and for the Middle District of Florida entered its Order Granting Rivera's Amended Motion and Notice of Proposed Compromise of Controversy Between Trustee and 72 PARTNERS (the "Order"). A true and correct copy the Order is attached hereto as **EXHIBIT "B"**. The order provides, in Paragraph 3.f., that the "Trustee shall execute a Trustee's Deed conveying the Remaining Real Property 'as is' with no

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Defendant Gilberti's Memorandum in Opposition to Summary Judgment  
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warranties of any kind." Furthermore, The resulting Trustee's deed, dated October 7, 2014 and recorded October 31, 2014 via Instrument Number 2014130932 in the Official Records of Sarasota County, granted and quitclaimed to 72 PARTNERS no more than the Daughtrey Bankruptcy Estate's interest in the Property, without warranty or representation as to other interests, and conveyed the Property "as is, where is." A true and correct copy of the Trustee's Deed is attached hereto as **EXHIBIT "C"**.

As 72 PARTNERS took title to the Property via Trustee's Deed in the nature of a quitclaim deed without warranty or representation as to any interests in the Property other than that of the Bankruptcy Estate, and with notice of GILBERTI's interest in the Gilberti Ranch pursuant to GILBERTI's prior recordation of that Warranty Deed by which he claims title thereto on June 10, 2014, in the Official Records of Sarasota County, Florida via Instrument Number 2014067954, 72 PARTNERS took title to the Property subject to GILBERTI's prior recorded interest in property contained within the boundary of that Property described in the Trustee's Deed referenced in the instant matter. Therefore, a genuine issue of material fact exists as to whether 72 PARTNERS or GILBERTI holds superior title to the Gilberti Ranch within the Property.

Moreover, a genuine issue of material fact exists as to whether the trustee's quitclaim deed by which 72 PARTNERS claims title effected a valid conveyance of the Property at issue. The legal description within the deed, exclusive of that language carving out the Daughtrey's homesteaded property, matches the description found in the mortgage upon which 72 PARTNERS sought foreclosure prior to Daughtrey's bankruptcy filing. On October 8, 2012, and in the matter of 72 PARTNERS' foreclosure action against the Daughtreys, et al. in Case No.

Sarasota Circuit Court Case # 16-000205 CA NC  
LandTech Design Group, Inc. vs. 72 Partners, LLC  
Defendant Gilberti's Memorandum in Opposition to Summary Judgment  
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2011 CA 004209 NC, Alex S. Esber, a professional surveyor licensed by the State of Florida, swore in affidavit (the "Esber Affidavit") to this circuit that "the legal description attached to the mortgage as Exhibit "A" recorded in the official records of Sarasota County, Instrument # 2010072083 . . . is defective; . . . does not definitively describe the property of [Daughtrey, and] does not encompass the property of [Daughtrey]." A true and correct copy of the referenced mortgage and the Esber Affidavit is attached hereto as **EXHIBIT "D"** and **EXHIBIT "E"**, respectively

Based upon the foregoing, genuine issues of material fact exist as to GILBERTI's interest in the Gilberti Ranch portion of the Property, and potentially as to Plaintiff's interest in the entirety of the Property, and Plaintiff's Motion for Partial Summary Judgment as to the Quiet Title Claim must therefore be denied by this honorable Court as a matter of law.

**MEMORANDUM OF LAW**

**Standard for Summary Judgment**

Florida law is well established that in order to be entitled to a summary judgment, the moving party must show conclusively the absence of any genuine issue of material fact. Rule 1.510 Fla.R.Civ.P.; *Moore v. Morris*, 475 So. 2d 666, 668 (Fla. 1985). Summary judgment should not be granted unless the facts are so completely undisputed that nothing remains other than questions of law. *Id.* at 668; *CSX Transp., Inc. v. Pasco County*, 660 So. 2d 757, 759 (Fla. 2<sup>nd</sup> DCA 1995) (explaining that "[t]he initial burden is on the movant to demonstrate the nonexistence of any material fact. If genuine issues of fact exist, these issues may not be resolved in the summary proceeding.").

In reviewing a motion for summary judgment, the trial court must draw every inference

Sarasota Circuit Court Case # 16-000205 CA NC  
LandTech Design Group, Inc. vs. 72 Partners, LLC  
Defendant Gilberti's Memorandum in Opposition to Summary Judgment  
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in favor of the party against whom summary judgment is sought. *Albelo v. Southern Bell*, 682 So. 2d 1126, 1129 (Fla. 4<sup>th</sup> DCA 1996). Specifically, if the "evidence raises any issues of material fact, or if it is conflicting, or if it will permit different reasonable inferences, or if it tends to prove the issues, summary judgment cannot be granted." *Id.* Moreover, if the evidence of record demonstrates even the possibility of an issue of fact or the slightest doubt as to the existence of a factual issue, the doubt must be resolved in favor of the non-moving party and summary judgment must be denied. *Id.* Likewise, even if the facts are undisputed, summary judgment should not be granted if different inferences can be reasonably drawn from the undisputed facts. *Id.* Because there are several genuine disputes over facts material to the instant matter, Plaintiff's Motion for Summary Judgment as to its Quiet Title count must be denied.

**72 PARTNERS TOOK TITLE TO THE PROPERTY  
SUBJECT TO GILBERTI'S PRIOR RECORDED INTEREST THEREIN**

1. "The [bankruptcy] trustee shall have, as of the commencement of the [bankruptcy] case, and without regard to any knowledge of the trustee or of any creditor, the rights and powers of, or may avoid any transfer of property of the debtor or any obligation incurred by the debtor that is voidable by . . . (3) a bona fide purchaser of real property, other than fixtures, from the debtor, against whom applicable law permits such transfer to be perfected, that obtains the status of a bona fide purchaser and has perfected such transfer at the time of the commencement of the case, whether or not such a purchaser exists." 11 U.S.C. § 544.

2. However, the avoidance of such transfers does not merely occur as a matter of course, and the bankruptcy trustee must actually exercise its rights and powers as a bona fide purchaser to avoid such transfers of property, including previously unrecorded interests in real

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property. *See, e.g., In re Eiland*, 260 B.R. 301 (Bankr. M.D. Fla. 2000); *In re Shannis*, 229 B.R. 234, (Bankr. M.D. Fla. 1999); *In re Schiavone*, 209 B.R. 751 (Bankr. S.D. Fla. 1997), *aff'd* (Aug. 19, 1997).

3. The bankruptcy trustee must bring on and prevail in an actual avoidance action in an adversary proceeding in order to avoid a prior unperfected interest. *See, e.g., In re Pearlman*, 460 B.R. 306 (Bankr. M.D. Fla. 2011); *In re Leonard*, 419 B.R. 74 (Bankr. S.D. Fla. 2009).

4. In the underlying bankruptcy, Rivera, as the bankruptcy trustee, took title to the Property on of November 7, 2013, as of Daughtrey's filing for Chapter 7 bankruptcy protection.

5. On June 10, 2014, GILBERTI recorded the Warranty Deed by which he took title to the Gilberti Ranch on July 26, 2013. The Warranty Deed was recorded in the Official Records of Sarasota County, Florida via Instrument Number 2014067954. Exhibit A.

6. In the underlying bankruptcy, Rivera, as the bankruptcy trustee, failed to bring an adversary proceeding for avoidance of the transfer of the Gilberti Ranch from Daughtrey to GILBERTI. Therefore, GILBERTI's interest in the Gilberti Ranch remains unavoids.

7. On October 7, 2014, the Bankruptcy Court for the Middle District of Florida entered its Order providing that the "Trustee shall execute a Trustee's Deed Conveying the [Property] 'as is' with no warranties of any kind." Exhibit B.

8. Rivera, as the bankruptcy trustee, conveyed the Property to 72 PARTNERS, via Trustee's Deed, "as is, where is" without any warranty or representation as to any other interests in the Property on October 7, 2014. Exhibit C.

9. The Trustee's Deed states, within paragraph 4, that it is "executed only as a quit-claim deed as to the bankruptcy estate's interest in the Real Property conveyed herein." Exhibit

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C.

10. 72 PARTNERS recorded the Trustee's Deed conveying the Property on October 31, 2014 via Instrument Number 2014130992 in the Official Records of Sarasota County, Florida.

11. "In the absence of fraud, mistake, or other ground for equitable relief, one who accepts a quitclaim deed is conclusively presumed to have agreed to take the title subject to all risks as to defects or [e]ncumbrances." *Morris v. Osteen*, 948 So. 2d 821, 824 n.1 (Fla. 5th DCA 2007); *St. Clair v. City Bank & Trust Co. of St. Petersburg*, 175 So. 2d 791, 792 (Fla. 2d DCA 1965).

12. "It is well established that the execution of a quitclaim deed, without more, does not necessarily import that the grantor possesses *any interest at all* and if the grantor has no interest in the land described at the time of conveyance, *the quitclaim conveys nothing to the grantee.*" *Miami Holding Corp. v. Matthews*, 311 So. 2d 802, 803 (Fla. 3d DCA 1975) (emphasis added).

13. Additionally, the "law in Florida has always been that an unrecorded deed does not affect its validity as between the parties and their privies." *Fryer v. Morgan*, 714 So. 2d 542, 545 (Fla. 3d DCA 1998).

14. "Moreover, a deed takes effect from the date of delivery, and the recording of a deed is not essential to its validity as between the parties or those taking with notice. . . . The recording statute has always been primarily intended to protect the rights of bona fide purchasers of property and creditors of property owners, rather than the immediate parties to the conveyance." *Sweat v. Yates*, 463 So. 2d 306, 307 (Fla. 1st DCA 1984).

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15. "The act of recording an instrument in accordance with [§695.01, Fla. Stat.] constitutes constructive notice of a prior encumbrance on the property which is the subject of the instrument." *Lafitte v. Gigliotti Pipeline, Inc.*, 624 So. 2d 844, 845 (Fla. 2d DCA 1993).

16. Therefore, as GILBERTI recorded the instrument by which he took title to the Gilberti Ranch prior to Rivera's quitclaim of the Property to 72 PARTNERS via the Trustee's Deed, 72 PARTNERS took title with constructive notice of GILBERTI's prior interest in the Property, and hence 72 PARTNERS' interest in the Property is subject to GILBERTI's unavaoided prior recorded interest.

**THE TRUSTEE'S DEED BY WHICH 72 PARTNERS ALLEGES TITLE  
DOES NOT SUFFICIENTLY DESCRIBE THE PROPERTY, AND THEREFORE  
CONVEYED NO INTEREST TO PLAINTIFF**

17. "To effect a valid conveyance of land, a deed must contain a legal description which is sufficiently definite and certain to permit the land to be identified." *Mitchell v. Thomas*, 467 So. 2d 326, 328 (Fla. 2d DCA 1985).

18. "[A] legal description satisfies this requirement if the description of the land conveyed in a deed is such that 'a surveyor, by applying the rules of surveying, can locate the land, ... and the deed will be sustained if it is possible from the whole description to ascertain and identify the land intended to be conveyed.'" *Id.* (citing to *Campbell v. Carruth*, 13 So. 432, 433 (1893)).

19. "A deed containing a legal description which is so vague and indefinite that a surveyor would not be able to locate the described land is a nullity." *Id.* (citing to *Hoodless v. Jernigan*, 35 So. 656, 660 (1903)).

20. In the instant matter, the property description within the Trustee's deed



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quitclaiming the bankruptcy estate's interest to 72 PARTNERS contains the call "thence along said South Right-of-Way of State Road 72, Southwesterly along a curve to the right 400.45 feet to the West line of said Section 2." The curve description provides only the arc length, but fails to provide the central angle (delta), radius, or long chord length or bearing, and is therefore so vague and indefinite that a surveyor would not be able to locate the land described.

21. Furthermore, the October 8, 2012 Esber Affidavit states that "the legal description attached to the mortgage as Exhibit "A" recorded in the official records of Sarasota County, Instrument # 2010072083 . . . is defective; . . . does not definitively describe the property of [Daughtrey, and] does not encompass the property of [Daughtrey]" (Exhibit D).

22. As the legal description of the Property conveyed by the Trustee's quitclaim deed is identical to that contained within the mortgage referred by the Esber Affidavit, and fails to provide the delta, radius, or long chord length or bearing, it is not sufficiently definite and certain to permit the land to be identified."

23. Therefore, under the reasoning of *Mitchell*, "the deed . . . is a nullity," and therefore cannot be used to award summary judgment quieting title to 72 Partners. *Mitchell*, 467 So. 2d at 368.

### CONCLUSION

For any and all reasons set forth hereinabove, summary judgment as to 72 PARTNERS' quiet title action must be denied, as genuine issues of material fact remain regarding the validity of the Warranty Deed by which GILBERTI took title to the Gilberti Ranch, the bankruptcy Trustee's failure to seek avoidance of GILBERTI's then unperfected interest, the bankruptcy Trustee's grant of the bankruptcy estate's interest in the Property via quitclaim deed, whether 72

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PARTNERS took title to the Property subject to Gilberti's prior recorded interest in the Property, and whether the Trustee's quitclaim deed described the Property with sufficient certainty to convey any interest whatsoever to 72 PARTNERS.

**WHEREFORE**, Defendant JOSEPH D. GILBERTI, JR. respectfully requests that this Honorable Court enter an Order denying Plaintiff's Motion for Partial Summary Judgment as to the quiet title count in its Complaint.

**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that a true and correct copy of the foregoing was furnished via  U.S. Mail  e-mail  facsimile  hand delivery this 31st day of August, 2016 to:

Ryan L. Snyder, Esq.  
FBN 010849  
**Snyder Law Group, P.A.**  
*Counsel for 72 Partners*  
11031 Gatewood Drive  
Bradenton, FL 34211  
941-747-3456  
941-747-6789 Fax  
[Ryan@SnyderLawGroup.com](mailto:Ryan@SnyderLawGroup.com)  
[Lexy@SnyderLawGroup.com](mailto:Lexy@SnyderLawGroup.com)

Paul Bennett Seusy, Esq  
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**PAUL BENNETT SEUSY PA**  
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203 West Oak Street  
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863-491-7285 Office  
888-430-5940 Facsimile  
[Paul@PaulSeusy.com](mailto:Paul@PaulSeusy.com)  
[AMD@PaulSeusy.com](mailto:AMD@PaulSeusy.com)

s/ Bradley R. Weiss

Bradley R. Weiss, Esq., B.C.S.  
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Florida Bar No.: 798622  
[MSM@BMWlawyers.net](mailto:MSM@BMWlawyers.net)  
**BENSON, MUCCI & WEISS, P.L.**  
*Counsel for Joseph Gilberti*  
5561 North University Drive  
Suite 102

Sarasota Circuit Court Case # 16-000205 CA NC  
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Coral Springs FL 33067  
954-323-1023  
954-323-1013 Facsimile

17

THIS INSTRUMENT PREPARED BY  
Joseph D. Gilberti, Jr., President  
LandTech Design Group, Inc.

Property Appraisers Tax Folio Numbers:  
1009-00-1000 and 1011-00-1010

2348 Beaver Pond Trail *305 DENNA AVE*  
Valrico, Florida 33596 *FL 33931*  
*(813) 470-6000 913-482-8512*

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2014007984 3 PG(S)  
June 10, 2014 12:11:17 PM  
KAREN S. BUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL

Doc Stamp Code: 0978.00  
[Barcode]

WARRANTY DEED

THIS INDENTURE, made this 26<sup>th</sup> day of July, A.D. 2013 between Cecil Daughtrey, Jr. joined by his spouse Patricia Ann Daughtrey, whose address is 9438 Daughtrey Road, Skieff, Florida 34266, grantor\*, and Joseph D. Gilberti, Jr. whose address is 3148 Beaver Pond Trail, Valrico, Florida 33596, grantee\*

\*"Grantor" and "Grantee" are used for singular and plural, as context requires.

WITNESSETH that said grantor, for the consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to said grantor I hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Sarasota County, Florida, to wit:

*All that part of Section 1 lying North of State Road No. 72 and all that part of the East 1675.00 feet of Section 2 lying North of State Road No. 72 and the North 2068.04 feet of the West 924.27 feet of the East 2,599.27 feet of said Section 2, all in Township 38 South, Range 22 East, Sarasota County, Florida.*

*Subject to reservations, restrictions and easements of record (360 +/- Acres)*

TOGETHER WITH: All tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, with all oil, gas and mineral rights held by grantor and by Predecessors in title.

THE ABOVE-DESCRIBED REAL PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR

And the said grantor of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

EXHIBIT     A    

EXHIBIT A

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:

*[Signature]*  
Signature of first witness to both

*Cecil Daughtrey, Jr.*  
Cecil Daughtrey, Jr.

CARL MESSPLUGH  
Printed name of first witness

*[Signature]*  
Signature of second witness to both

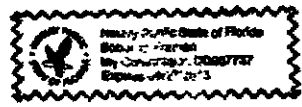
*Patricia A. Daughtrey*  
Patricia Ann Daughtrey

Jeanne Forman  
Printed name of second witness

STATE OF FLORIDA  
COUNTY OF DESOTO

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of July, 2013, by Cecil Daughtrey, Jr. joined by his spouse Patricia Ann Daughtrey, husband and wife, who are each  personally known to me or who have each produced  a Florida driver's license as identification, and who did/did not take an oath.

Sign *[Signature]*  
Notary Public, State of Florida



Bobbi Jo Forman  
Print Notary Name  
My Commission Expires: 9/27/13

DD 907737  
Commission Number

### SKETCH AND DESCRIPTION

THAT PART OF SECTION 1, TOWNSHIP 38 SOUTH, RANGE 22 EAST, LYING NORTH OF STATE ROAD 72, CONTAINING 208.5 ACRES,  
 ALSO THAT PART OF THE EAST 1675 FEET OF SECTION 2, TOWNSHIP 38 SOUTH, RANGE 22 EAST, LYING NORTH OF STATE ROAD 72, AND THE NORTH 2688.04 FEET OF THE WEST 824.27 FEET OF THE EAST 2898.27 FEET OF SAID SECTION 2, TOWNSHIP 38, RANGE 22 EAST, CONTAINING 157 ACRES, MORE OR LESS.

MANATEE COUNTY

SARASOTA COUNTY      DESOTO COUNTY

STATE ROAD 72

Gilbert Ranch

#### SURVEYORS NOTE

1. THIS SKETCH IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF PARCEL DESCRIBED HEREON. PARCEL BOUNDARIES ARE SHOWN FROM PUBLIC RECORDS.

2. THE AREAS OF THE TRACTS SHOWN HEREON ARE APPROXIMATE BASED ON INFORMATION FROM MANATEE COUNTY GIS SITE AND HAVE NOT BEEN CORRECTED BY FIELD SURVEY.

#### CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIBED TECHNICAL REQUIREMENTS AS SET FORTH BY THE FLORIDA LAND SURVEYORS BY CHAPTER 510.17-2, FLORIDA ADMIN. PURSUANT TO SECTION 410.02, FLORIDA STATUTES.

ESBER & ASSOCIATES, INC.  
 CERTIFICATE OF AUTHORIZATION NO. LB 6874

*Alex S Esber*  
 GC: ALEX S. ESBER  
 PROFESSIONAL SURVEYOR  
 LICENSED CERTIFICATE #21149

STATE OF FLORIDA, COUNTY OF SARASOTA  
 I, \_\_\_\_\_, Clerk of the County, do hereby certify that the foregoing is a true and correct copy of the original of the instrument filed in the office of the Clerk of the County, and that the same is a true and correct copy of the original of the instrument filed in the office of the Clerk of the County.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL TIMED SEAL OF A FLORIDA LICENSED SURVEYOR AND CLERK

PROPERTY NORTH OF SR 72 SECTIONS 1 & 2, TWP. 38 S., RND. 22 E.	<h4>SKETCH AND DESCRIPTION</h4> Gilbert Ranch P270014 DATED BY: A/E      DATE: 04/13/14 DRAWN BY: A/E      DATE: 04/13/14	<h4>ESBER &amp; ASSOCIATES</h4> Professional Surveyors 1370 Myrtle Road • Sarasota, FL 34240 (941) 578-8831 • Fax (941) 722-9034
----------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------

EXHIBIT "A"

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UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
FORT MYERS DIVISION

In re:

CECIL DAUGHTREY, JR. and  
PATRICIA A. DAUGHTREY,

Case No. 9:13-bk-14831-FMD  
Chapter 7

Debtors.

**ORDER GRANTING CHAPTER 7 TRUSTEE'S AMENDED  
MOTION AND NOTICE OF PROPOSED COMPROMISE OF  
CONTROVERSY BETWEEN TRUSTEE AND 72 PARTNERS, LLC**  
(Doc. Nos. 62, 68 & 70)

THIS CASE came on for final hearing on September 25, 2014, to consider: (i) the Amended Notice of Proposed Compromise of Controversy Between Trustee and 72 Partners, LLC (Doc. No. 62) (the "Motion"), filed by Luis Rivera, the Chapter 7 Trustee (the "Trustee") for the estate of Cecil Daughtrey, Jr. and Patricia A. Daughtrey (the "Debtors") on May 29, 2014, as well as the two supplements to the Motion filed by the Trustee (Doc. Nos. 68 & 70); (ii) Joseph Gilberti, President, Land Tech Design Group, Inc. Objection to Trustee Discharge, filed by Joseph Gilberti on June 11, 2014 (Doc. No. 64); and (iii) the Debtors' Objection, filed by the Debtors on June 23, 2014 (Doc. No. 66) (together, the "Objections"). The Court, having reviewed the Motion, together with the supplements, the Objections and the record, heard the argument of counsel and being otherwise duly advised in the premises, and for the reasons stated orally in open court that shall constitute the findings of the Court, finds that the Motion is in the best interest of the creditors and the estate and finds that it is appropriate to enter an order granting the Motion and approving the compromise and sale. Accordingly, it is

ORDERED as follows:

EXHIBIT B

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1. The Motion, as supplemented (Doc. Nos. 62, 68 & 70), is granted and the compromise is approved as set forth herein.

2. The Objections (Doc. No. 64 and 66) are overruled.

3. The Trustee and 72 Partners, LLC (the "Creditor") are authorized to effectuate the compromise and sale as set forth in the Motion.

a. The Trustee consents to the entry of an order granting final stay relief to the Creditor to pursue all remedies necessary in the state court action with respect to the Remaining Real Property. A separate order consistent with the terms of this order shall be entered by this Court.

b. The Trustee specifically waives any and all defenses to the Creditor's state court action with respect to the Remaining Real Property<sup>1</sup>, as fully described on Exhibit A attached hereto.

c. Specifically, the Creditor releases its lien, as reflected by the entry of the Uniform Final Judgment of Mortgage Foreclosure, Recorded in Official Records, Instrument #2013040463, beginning at page 6 on October 14, 2013, on the Homestead Acreage, as fully described on Exhibit B attached hereto. The legal description of the Homestead Acreage specifically includes that certain well identified by Southwest Florida Water Management District as "DID #2, location latitude/longitude 271222.71/820420.00, section/township/range 01/38/22."

d. The Creditor shall have the first right of refusal to purchase any of the Homestead Acreage.

e. The Creditor shall pay the sum of \$300,000.00 to the Trustee in consideration of the waiver of any and all defenses to the Creditor's foreclosure of the

<sup>1</sup> All capitalized terms herein shall have the meaning assigned to them in the Motion.



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Remaining Real Property, the consent to final stay relief, and the execution of a Trustee's Deed of the Remaining Real Property.

f. The Trustee shall execute a Trustee's Deed conveying the Remaining Real Property, "as is" with no warranties of any kind.

g. The Debtors retain their ownership in the Homestead Property free and clear of claims of the Creditor and the Trustee.

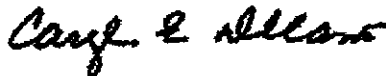
4. Payment of the sum referenced in 3.e. above shall be made forthwith.

5. The Court shall retain jurisdiction to enforce the terms of the Motion.

6. The Order shall be recorded in the Official Record Books of Sarasota County, Florida.

7. The Creditor shall be provided the protections as a purchaser pursuant to 11 U.S.C. § 363.

Done and Ordered in Tampa, Florida on October 7, 2014.



CARYLE E. DELANO  
U.S. Bankruptcy Judge

Attorney Lara R. Fernandez is directed to serve a copy of this order on interested parties and file a proof of service within 3 days of entry of this order.

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**Exhibit A**  
**Remaining Real Property**

All that part of Section 1, Township 38 South, Range 22 East, lying North of State Road 72, All Section 2, Township 38 South, Range 22 East, LESS right of way for State Road 72, All Section 11, Township 38 South, Range 22 East, The North 1/2 and the West 1/4 of the South 1/2 of Section 14, Township 38 South, Range 22 East, All of Section 15, Township 38 South, Range 22 East, LESS railroad right of way, The West 1/2 of Section 16, Township 38 South, Range 22 East, LESS a parcel of land in Sections 2, 11, 14 and 15, lying within the following described parcel: Begin at the NW corner of said Section 11; thence South 01 degrees 59'53" West, 5340.95 feet to the SW corner of said Section 11, thence North 88 degrees 22'46" West, 5377.94 feet to the NW corner of said Section 15; thence South 02 degrees 00'10" West, 1320 feet; thence South 88 degrees 22'46" East, 6698.08 feet; thence North 01 degrees 59'53" East, 7240.95 feet to the South Right-of-Way line of State Road 72; thence South 66 degrees 13'13" West, 1042.16 feet along said South Right-of-Way of State Road 72; thence along said South Right-of-Way of State Road 72, Southwesterly along a curve to the right 400.45 feet to the West line of said Section 2; thence South 02 degrees 14'29" West, 18.87 feet to the Point of Beginning, LESS Oil and Mineral Right, all lying and being in Sarasota County, Florida

**LESS AND EXCEPT**

Commence at the intersection of the East section line of Section 2, Township 38 South, Range 22 East, Sarasota County, Florida and the North right-of-way line of SR 72. Then southwestwesterly along north right-of-way line of SR 72 a distance of 1,870 feet more or less to the point of beginning of the property. This point would be 1,752 feet westerly as measured perpendicular from the east line of said Section 2, Township 38 South, and Range 22 East. Then continue southwestwesterly along north right-of-way SR 72 for 498 feet; thence northerly parallel to the east section line of Section 2, Township 38 South, Range 22 East a distance of 916 feet. Thence westerly and parallel to the north section line of Section 2, Township 38 South, Range 22 East a distance of 1,527 feet; Thence northerly 2,717 feet more or less parallel to the East section line of Section 2, Township 38 South, Range 22 East to the north section line of Section 2, Township 38 South, Range 22 East; Thence east along the north section line of Section 2, Township 38 South, Range 22 East a distance of 3,814 feet more or less to the northeast corner of said Section 2, Township 38 South, Range 22 East; Thence continue along the north line of Section 1, Township 38 South, Range 22 East a distance of 90 feet; Thence southerly parallel to the west section line of Section 1, Township 38 South, Range 22 East a distance of 603 feet; Thence westerly parallel to the north section line of Section 1, Township 38 South, Range 22 East a distance of 90 feet to the west section line of Section 1, Township 38 South, Range 22 East; Thence westerly parallel to the north section line of Section 2, Township 38 South, Range 22 East a distance of 1,752 feet; Thence southerly parallel to the east section line of Section 2, Township 38 South, Range 22 East a distance of 2,826 feet more or less to the point of beginning.

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**EXHIBIT B**  
**HOMESTEAD ACREAGE**

Commence at the intersection of the East section line of Section 2, Township 38 South, Range 22 East, Sarasota County, Florida and the North right-of-way line of SR 72. Then southwesterly along north right-of-way line of SR 72 a distance of 1,870 feet more or less to the point of beginning of the property. This point would be 1,752 feet westerly as measured perpendicular from the east line of said Section 2, Township 38 South, and Range 22 East. Then continue southwesterly along north right-of-way SR 72 for 498 feet; thence northerly parallel to the east section line of Section 2, Township 38 South, Range 22 East a distance of 916 feet. Thence westerly and parallel to the north section line of Section 2, Township 38 South, Range 22 East a distance of 1,527 feet; Thence northerly 2,717 feet more or less parallel to the East section line of Section 2, Township 38 South, Range 22 East to the north section line of Section 2, Township 38 South, Range 22 East; Thence east along the north section line of Section 2, Township 38 South, Range 22 East a distance of 3,814 feet more or less to the northeast corner of said Section 2, Township 38 South, Range 22 East; Thence continue along the north line of Section 1, Township 38 South, Range 22 East a distance of 90 feet; Thence southerly parallel to the west section line of Section 1, Township 38 South, Range 22 East a distance of 603 feet; Thence westerly parallel to the north section line of Section 1, Township 38 South, Range 22 East a distance of 90 feet to the west section line of Section 1, Township 38 South, Range 22 East; Thence westerly parallel to the north section line of Section 2, Township 38 South, Range 22 East a distance of 1,752 feet; Thence southerly parallel to the east section line of Section 2, Township 38 South, Range 22 East a distance of 2,826 feet more or less to the point of beginning.

Including that certain well identified by Southwest Florida Water Management District as DID #2, location latitude/longitude 271222.71/820420.00, section/township/range 01/38/22.

AFTER RECORDING RETURN TO:

Lara R. Fernandez  
Tresman Keriker  
101 E. Kennedy Blvd., Suite 2700  
Tampa, FL 33602

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2014128882 3 PG(S)  
October 31, 2014 01:56:27 PM  
KORSA E. BURNAP  
CLERK OF THE COUNTY COURT  
HARRISBURG COUNTY, FL

Doc Stamp-Deed: \$10,000.00



[Space Above This Line for Recording Data]

**TRUSTEE'S DEED**

THIS TRUSTEE'S DEED is made and executed this 9<sup>th</sup> day of October, 2014, by LUIS E. RIVERA II, as duly appointed Chapter 7 Trustee in bankruptcy for the estate of Cecil Daughtrey, Jr., and Patricia A. Daughtrey ("Grantor"), pursuant to an Order Granting Chapter 7 Trustee's Amended Motion and Notice of Proposed Compromise of Controversy Between Trustee and 72 Partners, LLC (Doc. No. 97) (the "Order"), entered in Case No. 9:13-bk-14831-FMD, pending before the United States Bankruptcy Court for the Middle District of Florida (the "Bankruptcy Court"), whose mailing address is P.O. Box 230, Ft. Myers, FL 33902, in favor of 72 PARTNERS, LLC, a Florida limited liability company (the "Grantee"), whose address is 11031 Gatewood Drive Bradenton, FL 34211.

GRANTOR, FOR AND IN CONSIDERATION of Ten Dollars and No/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, alienate, remise, release, convey and quitclaim to Grantee and its successors and assigns, the estate's interest in the real property as more particularly described in Exhibit "A" attached hereto (the "Real Property").

TOGETHER with all improvements of any kind or nature located on, in under or along the Real Property and all tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement belonging or in any way appertaining to the Real Property.

TO HAVE AND TO HOLD the same in fee simple forever, this Deed is executed and given pursuant to the Order. This Deed is executed only as a quit-claim deed as to the bankruptcy estate's interest in the Real Property conveyed herein. The Grantor makes no representations or warranties, express, implied or otherwise, regarding the real property and, except as provided in the Order, the sale of the Real Property is "as is, where is."

Grantor and Grantee specifically intend that there shall not be any merger of the lien of the mortgage dated June 8, 2010 and recorded June 14, 2010 in Official Records Instrument Number 2010072083, of the Public Records of Sarasota County, Florida ("Mortgage"), or any other liens in favor of Grantee with the fee simple title or any other interest of Grantee in and to the Real Property under any circumstances connected with this conveyance.

EXHIBIT C

3/05

EXHIBIT C

Grantor and Grantee expressly provide that the interest of Grantee in and to the lien of the Mortgage and the title or other interest of the Grantee in and to the Real Property shall at all times remain separate and distinct. No merger of title shall be deemed to have been effected or created hereby. Any and all rights of Grantee to exercise its remedy of foreclosure of the lien of the Mortgage are expressly preserved hereby. The priority of the lien of the Mortgage is intended to be, and shall remain in full force and effect, and nothing herein or in any instruments executed in connection herewith shall be construed to subordinate the priority of the lien of the Mortgage to any other liens or encumbrances whatsoever.

IN WITNESS WHEREOF, Grantor has caused this Trustee's Deed to be executed as of the date and year first above written.

Signed, sealed and delivered in the presence of:

Jodi Payne  
[Print Name]: Jodi Payne

Linda Simpson  
[Print Name]: Linda Simpson

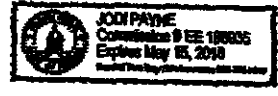
GRANTOR

Luis E. Rivera II  
LUIS E. RIVERA II, only as Chapter 7 Trustee for the Bankruptcy estates of Cecil Daughtrey, Jr., and Patricia A. Daughtrey  
(Case No. 9:13-bk-14831-FMD)

STATE OF FLORIDA )  
COUNTY OF LEE )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of October, 2014, by Luis E. Rivera II, as Chapter 7 Trustee for the bankruptcy Estates of Cecil Daughtrey, Jr., and Patricia A. Daughtrey, Case No. 9:13-bk-14831-FMD, who is personally known to me.

(AFFIX NOTARY SEAL)



Jodi Payne  
Name: Jodi Payne  
Notary Public  
My Commission Expires: 5-15-16

**Exhibit A**  
**Remaining Real Property**

All that part of Section 1, Township 38 South, Range 22 East, lying North of State Road 72, All Section 2, Township 38 South, Range 22 East, LESS right of way for State Road 72, All Section 11, Township 38 South, Range 22 East, The North 1/2 and the West 1/4 of the South 1/2 of Section 14, Township 38 South, Range 22 East, All of Section 15, Township 38 South, Range 22 East, LESS railroad right of way, The West 1/2 of Section 16, Township 38 South, Range 22 East, LESS a parcel of land in Sections 2, 11, 14 and 15, lying within the following described parcel: Begin at the NW corner of said Section 11; thence South 01 degrees 59'53" West, 5340.95 feet to the SW corner of said Section 11, thence North 88 degrees 22'46" West, 5377.94 feet to the NW corner of said Section 15; thence South 02 degrees 00'10" West, 1320 feet; thence South 88 degrees 22'46" East, 6698.08 feet; thence North 01 degrees 59'53" East, 7240.95 feet to the South Right-of-Way line of State Road 72; thence South 66 degrees 13'13" West, 1042.16 feet along said South Right-of-Way of State Road 72; thence along said South Right-of-Way of State Road 72, Southwesterly along a curve to the right 400.45 feet to the West line of said Section 2; thence South 02 degrees 14'29" West, 18.87 feet to the Point of Beginning. LESS Oil and Mineral Right, all lying and being in Sarasota County, Florida

**LESS AND EXCEPT**

Commence at the intersection of the East section line of Section 2, Township 38 South, Range 22 East, Sarasota County, Florida and the North right-of-way line of SR. 72. Then southwesterly along north right-of-way line of SR 72 a distance of 1,870 feet more or less to the point of beginning of the property. This point would be 1,752 feet westerly as measured perpendicular from the east line of said Section 2, Township 38 South, and Range 22 East. Then continue southwesterly along north right-of-way SR 72 for 498 feet; thence northerly parallel to the east section line of Section 2, Township 38 South, Range 22 East a distance of 916 feet. Thence westerly and parallel to the north section line of Section 2, Township 38 South, Range 22 East a distance of 1,527 feet; Thence northerly 2,717 feet more or less parallel to the East section line of Section 2, Township 38 South, Range 22 East to the north section line of Section 2, Township 38 South, Range 22 East; Thence east along the north section line of Section 2, Township 38 South, Range 22 East a distance of 3,814 feet more or less to the northeast corner of said Section 2, Township 38 South, Range 22 East; Thence continue along the north line of Section 1, Township 38 South, Range 22 East a distance of 90 feet; Thence southerly parallel to the west section line of Section 1, Township 38 South, Range 22 East a distance of 603 feet; Thence westerly parallel to the north section line of Section 1, Township 38 South, Range 22 East a distance of 90 feet to the west section line of Section 1, Township 38 South, Range 22 East; Thence westerly parallel to the north section line of Section 2, Township 38 South, Range 22 East a distance of 1,752 feet; Thence southerly parallel to the east section line of Section 2, Township 38 South, Range 22 East a distance of 2,826 feet more or less to the point of beginning.



Prepared by and return to:  
**D. Brian Kuehner**  
D. Brian Kuehner, P.A.  
4921 Southfork Drive, Ste. 4  
Lakeland, FL 33813-2078  
(863)648-5728  
File No.: 10-4761  
Will Call No.:

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2010072003 5 PGS  
2010 JUN 14 10:54 AM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
FMILLER Receipt#1286376

Doc Stamp-Mort: 8,301.65  
Intang. Tax: 4,743.68

(Space Above This Line For Recording Data)

### MORTGAGE

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$2,371,840.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCES MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**

DATE: June 08, 2010



**MORTGAGOR**

Cecil Daughtrey Jr. and Patricia A. Daughtrey, husband and wife  
9438 Daughtry Rd, Sidell, FL 34208-9603

**MORTGAGEE**

BSLF HOLDINGS, LLC, a Florida Limited Liability Company  
5900 Imperial Lakes Blvd, Mulberry, Florida 33860

**AMOUNT OF INITIAL INDEBTEDNESS SECURED HEREBY:**

\$2,371,840.00

**DATE FINAL PAYMENT DUE:**

2 years from the date hereof

**MAXIMUM PRINCIPAL INDEBTEDNESS, INCLUDING FUTURE ADVANCES, THAT MAY BE SECURED HEREBY:**

\$4,743,680.00

The terms "Mortgagor" and "Mortgagee", shall include heirs, personal representatives, successors, legal representatives and assigns, and shall denote the singular and/or the plural, and the masculine and/or the feminine and natural and/or artificial persons, whenever and wherever the context so admits or requires.

**LEGAL DESCRIPTION:**

SEE ATTACHED EXHIBIT 'A'

1. Mortgage. In consideration of Ten Dollars and other valuable consideration received by Mortgagor (named above), Mortgagor hereby, on the date stated above, mortgages to Mortgagee (named above) the mortgage property described herein for the purposes identified below.

2. Secured indebtedness; future advances; maximum amount and time. This mortgage shall secure (a) the initial indebtedness of Mortgagor (and each of them, if more than one) to Mortgagee, as evidenced by a negotiable Promissory Note of even date herewith, executed by Mortgagor and payable to Mortgagee, in the amount specified above, (b) any future advances made by Mortgagee to Mortgagor (or any of them, if more than one), and (c) all other indebtedness of Mortgagor (and each of them, if more than one) to Mortgagee, however and wherever incurred or evidenced, whether primary, secondary, direct, indirect, absolute, contingent, sole, joint or several, due or to become due, or which may be hereafter contracted or acquired, whether arising in the ordinary course of business or otherwise. The total amount of indebtedness secured hereby may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount specified above, plus interest thereon, and any disbursements made for the payment of taxes, levies, or insurance on the mortgaged property, and for maintenance, repair, protection, and preservation of the mortgaged property, with interest on such disbursements, all as provided in this mortgage. This mortgage shall not secure any future advances made more than twenty years from the date hereof.

3. Payment of secured indebtedness. Mortgagor shall pay all indebtedness and perform all obligations secured hereby promptly when due. However, if any party signing this mortgage has not executed, endorsed, or guaranteed any promissory note or notes secured by this mortgage, then such party shall have no personal liability under or in connection with such promissory note or notes.

4. Title covenants. Mortgagor covenants that the mortgaged property is free from all encumbrances (other than this mortgage) except as may be specifically stated herein, that lawful seisin of

and good right to encumber the mortgaged property are vested in Mortgagor, and that Mortgagor hereby fully warrants the title to the mortgaged property and will defend the same against the lawful claims of all persons whomsoever.

5. Improvements, fixtures, etc. This mortgage extends to and shall encumber all buildings, improvements, fixtures or appurtenances now or hereafter erected or existing upon the mortgaged property, including all elevators and all gas, steam, electric, water, cooking, refrigerating, lighting, plumbing, heating, air conditioning, ventilation, and power systems, machines, appliances, fixtures, and appurtenances, even though they be detached or detachable, all of which shall be deemed part of the mortgage property.

6. Maintenance and repair. Mortgagor shall permit, commit, or suffer no waste, impairment, or deterioration of the mortgaged property. Mortgagor shall maintain the mortgaged property in good condition and repair. If Mortgagor fails to do so, then Mortgagee, without waiving the option to foreclose, may take some or all measures that Mortgagee reasonably deems necessary or desirable for the maintenance, repair, preservation, or protection of the mortgage property, and any expenses reasonably incurred by Mortgagee in doing so shall become part of the indebtedness secured hereby, and shall, at the option of the Mortgagee, become immediately due and payable, and shall bear interest at the highest lawful rate specified in any note evidencing any indebtedness secured hereby. Mortgagee shall have no obligation to care for or maintain the mortgaged property, or, having taken some measures therefor, to continue the same or take other measures. If the mortgage covers a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and the bylaws and regulations of the condominium or planned unit development and constituent documents.

7. Insurance. To keep and maintain, during the term of the Loan, (i) if required by the Mortgagee, a policy of general public liability insurance affording coverage to the Mortgagee as an additional insured in an amount of \$1,000,000.00 per person and \$3,000,000.00 in the aggregate for any occurrence; (ii) in the event that improvements requiring a certificate of occupancy in order to be lawfully occupied are either presently located, or contemplated to be constructed, on the Land, then, an "all perils" policy of "extended" or "broad-form" casualty insurance, insuring said improvements against casualty loss in an amount equal to at least one hundred percent of the full replacement cost of the improvements, existing or contemplated to be constructed upon the Land and, in any event, in an amount sufficient to prevent the Mortgagor from becoming a co-insurer with respect to any loss covered by said policy; and (iii) in the event that there are permanent improvements constructed upon the Land which improvements lie in a special flood hazard area designated as such, under the National Flood Insurance Program, then (x) a copy of flood insurance insuring said improvements, and (y) proof of payment of the premium due thereunder. The policies of insurance required to be provided and maintained hereunder shall be issued by a company or companies to be approved by the Mortgagee, and the policy or policies to be held by and payable to the Mortgagee; and in the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it, or any party thereof, for other purposes, without thereby waiving or impairing any equity, lien or right under or by virtue of this Mortgage. In the event the Mortgagor shall for any reason fail to keep the said premises so insured, or fail to deliver promptly any of the said policies of insurance to the Mortgagee, or fail promptly to pay fully any premium therefor, the Mortgagee may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment so made by the Mortgagee shall be deemed to have been added to the outstanding principal balance then due under the Note, shall bear interest from the date thereof until paid by Mortgagor at the Default Rate and shall be secured by the lien of this Mortgage. In the event that the Mortgagor and Mortgagee have entered into a Loan Agreement or Construction Agreement in connection with the Loan from Mortgagee to Mortgagor evidenced by the Note, the terms and conditions of any such Loan Agreement relating to insurance shall be deemed to supplement the provisions set forth herein.

8. Rents and Profits. This mortgage shall extend to and encumber all rents, issues, profits, proceeds and revenues derived from the mortgaged property, but, Mortgagor may receive the same while this mortgage is not in default.

9. Receiver. If this mortgage falls into default, Mortgagee shall be entitled to the appointment of a receiver to take charge of the mortgage property, and the rents, issues, profits, proceeds and revenues arising therefrom, and hold the same subject to the direction of a court of competent jurisdiction, regardless of the solvency of Mortgagor or the adequacy of the security.

10. Taxes. Notwithstanding any other provision of this Mortgage, if the Mortgagor shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Mortgage Property or premises, or if the same or any part thereof are or become delinquent, then Mortgagee, at its option, may at any time pay the same, together with any interest thereon and any accrued delinquency, redemption or other charges, fees, costs or expenses related thereto, and all payments made or costs incurred by the Mortgagee in connection therewith, shall be secured by lien of this Mortgage and shall be, without demand, immediately repaid by the Mortgagor to the Mortgagee with interest thereon from the date of such payment at the maximum rate provided by law, except that Mortgagee may in its sole discretion permit Mortgagor to make such repayment in monthly installments of principal, together with said interest thereon, over a limited term of months established by Mortgagee (which monthly installments, if established by Mortgagee, may be prepaid by Mortgagor), and except that Mortgagee may in its sole discretion set the interest due on such payment at a rate less than the maximum rate provided by law. Mortgagee shall have no obligation on its part to determine the validity or necessity of any payment of taxes, etc., described herein and any such payment shall not waive or affect any option, remedy, lien equity or right of Mortgagee under or by virtue of this Mortgage, to include, without limitation, any right or option to foreclose same. Nothing herein shall be construed as requiring Mortgagee to advance or expend monies for any of the purposes mentioned in this paragraph.



11. Inspection. Mortgagee and Mortgagee's representatives may enter upon the mortgaged property for inspection at all reasonable time and in a reasonable manner, both before and after default.

12. Eminent domain. This mortgage extends to and shall encumber any judgements, awards, damages, and settlements hereafter rendered or paid and resulting from condemnation proceedings with respect to the mortgaged property or the taking of the mortgaged property or any part thereof under the power of eminent domain, and Mortgagee may require that any sums payable to the Mortgagor and arising out of the power of the eminent domain with respect to the mortgaged property shall be applied to the indebtedness secured hereby.

13. Enforcement and collection expenses. Mortgagor shall pay all expenses, including attorney's fees, reasonable incurred by Mortgagee with respect to collection of the indebtedness secured hereby or enforcement of Mortgagee's rights hereunder (including foreclosure or other litigation expenses and also including such costs and attorney's fees as may be incurred on appeal), arising out of any default by Mortgagor, and the amount thereof shall become part of the indebtedness secured hereby, and shall, at the option of the Mortgagee, become immediately due and payable, and shall bear interest at the highest lawful rate specified in any note evidencing any indebtedness secured hereby.

14. Acceleration upon default. If Mortgagor fails to pay any indebtedness secured hereby promptly when due (or within such grace period as may be provided in the note or notes evidencing the indebtedness), or if Mortgagor materially breaches any other covenant herein or otherwise materially defaults hereunder, then Mortgagee may declare all indebtedness secured hereby to be accelerated and immediately due and payable. Mortgagee's failure to declare an acceleration shall not impair the right to do so in the event of a continuing or subsequent breach or default.

15. Acceleration upon transfer of mortgaged property. If all or any part of the mortgaged property or an interest therein is sold or transferred by Mortgagor in any manner whatsoever without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage except a wrap-around mortgage; (b) the creation of a purchase money security interest for household appliance; (c) a transfer by devise, descent, or by operation of law upon the death of a joint tenant; or pursuant to a court order entered in proceedings for the dissolution of the marriage of tenants by the entirety, directing that the mortgaged property be transferred to one of the parties thereto; or (d) the grant of any leasehold interest of three (3) years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all of the sums secured by this Mortgage to be accelerated and immediately due and payable. Mortgagee shall have waived such option to accelerate if, and only if, prior to the sale or transfer, Mortgagee and the person or persons to whom the property is to be sold or transferred reach agreement in writing that (i) the credit and such other matters as may be required by Mortgagee (including, without limitation, Mortgagee's approval of the skill, knowledge, ability, business performance, and experience) of such person or persons is satisfactory to Mortgagee, and (ii) the interest payable on the sum secured by this mortgage shall be at such rate as Mortgagee in its sole discretion shall determine; and (iii) Mortgagee shall have received payment of such amount as an assumption fee as Mortgagee in its sole discretion shall determine. In determining such rate or payment, or both, Mortgagee may, but is not required to, consider the Mortgagee's costs actually incurred, the credit worthiness of the transferee, the protection of the Mortgagee's security, the profitability of Mortgagee's loan portfolio, or any one or more of the foregoing. Mortgagee's right to accelerate this mortgage upon any sale or transfer of the mortgaged property or any interest therein is included in this mortgage as a material inducement to Mortgagee's making the loan or loans secured hereby and has been relied upon by Mortgagee in establishing the terms and conditions thereof; accordingly, the limitations contained in this paragraph shall be strictly construed against the Mortgagor and Mortgagor's successor(s) in interest and in favor of Mortgagee. If Mortgagee has waived the option to accelerate as provided in this paragraph, and if Mortgagor's successor(s) in interest and in favor of Mortgagee. If Mortgagee has waived the option to accelerate as provided in this paragraph, and if Mortgagor's successor(s) in interest executes a written assumption agreement, in form and substance satisfactory to Mortgagee, undertaking to pay all indebtedness secured hereby and to perform all obligations set forth herein, and if Mortgagor's successor(s) in interest execute such other agreements as Mortgagee may reasonably require. Mortgagee shall release Mortgagor from all obligations under this mortgage and note. If Mortgagee has not waived its option to accelerate as provided in this paragraph, Mortgagee may deal with the successor or successors in interest without any discharging or reducing Mortgagor's liability for Mortgagor's obligations secured hereby.

16. No waiver. No delay by Mortgagee in exercising any option, right, or remedy hereunder or otherwise afforded by law shall waive or preclude the exercise thereof during the continuance of any breach or default hereunder. No waiver by Mortgagee of any provision, breach, or default shall be a waiver of any other provision or a consent to any subsequent breach or default.

17. Default under other mortgages. If the mortgaged property or any part thereof is now or hereafter encumbered by other mortgage held by Mortgagee, then, at the option of Mortgagee, any default hereunder shall also be a default under each and all of such other mortgages, and any default under any of such other mortgages shall also, at Mortgagee's option, be a default hereunder. Any default by Mortgagor in any term, covenant, or provision of any other mortgage held by any other party that may now or hereafter encumber the mortgaged property, or any part thereof, shall, at the option of Mortgagee, also constitute a default hereunder.

18. Extensions, leniencies, and releases. Mortgagee may grant extensions of time for payment and other leniencies with respect to any indebtedness secured hereby, and may waive or fail to enforce any of Mortgagee's rights hereunder, and may release a portion or portions of the mortgaged property from the lien hereof, without releasing or diminishing the obligation or liability of any person constituting Mortgagor, or any guarantor or endorser.

19. Subrogation. Mortgagee shall be subrogated to the lien (notwithstanding its release of

record) of any vendor, mortgagee, or other lienholder paid or discharged by the proceeds of any loan or advance made by Mortgagee to Mortgagor and secured hereby.

20. Release or satisfaction. Whenever there is no outstanding obligation secured hereby and no commitment to make advances, Mortgagee shall on written demand by Mortgagor give a release hereof, in recordable form.

21. General Provisions. The singular shall include the plural and any gender shall be applicable to all genders when the context permits or implies. If more than one person constitutes the Mortgagor, their covenants and obligations hereunder shall be joint and several. Mortgagee's rights expressed herein are in addition to and cumulative of any other rights and remedies provided by law. When the context permits, the terms "Mortgagor" and "Mortgagee" shall extend to and include their respective heirs, legal representatives, successors, and assigns. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

And the said Mortgagor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

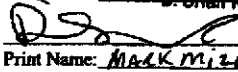
**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$2,371,840.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCES MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**


Executed at Polk County Florida on the date written above.

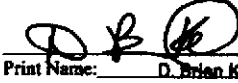
Signed, sealed and delivered  
in the presence of:

  
Print Name: D. Brian Kuehner

  
Cecil Daughtrey, Jr.

  
Print Name: MARK MIZELL

  
Patricia A. Daughtrey

  
Print Name: D. Brian Kuehner

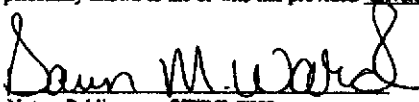
  
Print Name: MARK MIZELL

State of Florida  
County of Polk

The foregoing instrument was acknowledged before me this 8th day of June, 2010 by Cecil Daughtrey Jr. and Patricia A. Daughtrey, husband and wife, who is/are personally known to me or who has provided drivers license as identification.

Notary Seal



  
Notary Public **DAWN M. WARD**

**EXHIBIT "A"**

All that part of Section 1, Township 38 South, Range 22 East, lying North of State Road 72, All Section 2, Township 38 South, Range 22 East, LESS right of way for State Road 72, All Section 11, Township 38 South, Range 22 East, The North 1/2 and The West 1/4 of the South 1/2 of Section 14, Township 38 South, Range 22 East, All of Section 15, Township 38 South, Range 22 East, LESS railroad right of way, The West 1/2 of Section 16, Township 38 South, Range 22 East, LESS a parcel of land in Sections 2, 11, 14 and 15, lying within the following described parcel: Begin at the NW corner of said Section 11; thence South 01 degrees 59'53" West, 5340.95 feet to the SW corner of said Section 11; thence North 88 degrees 22'46" West, 5377.94 feet to the NW corner of said Section 15; thence South 02 degrees 00'10" West, 1320 feet; thence South 88 degrees 22'46" East, 6698.08 feet; thence North 01 degrees 59'53" East, 7240.95 feet to the South Right-of-Way line of State Road 72; thence South 66 degrees 13'13" West, 1042.16 feet along said South Right-of-Way of State Road 72; thence along said South Right-of-Way of State Road 72, Southwesterly along a curve to the right 400.45 feet to the West line of said Section 2; thence South 02 degrees 14'29" West, 18.87 feet to the Point of Beginning, LESS Oil and Mineral Right, all lying and being in Sarasota County, Florida.

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
IN AND FOR SARASOTA COUNTY, FLORIDA  
CIVIL DIVISION**

**72 PARTNERS, LLC, a Florida limited  
liability company,**

**Plaintiff,**

v.

**CASE NO. 2011 CA 004209 NC**

**CECIL DAUGHTREY JR. and PATRICIA A.  
DAUGHTREY, individually and as husband  
and wife, and RICHARD O. BECKER, an individual,**

**Defendants.**

**AFFIDAVIT OF ALEX S. ESBER, PLS**

STATE OF FLORIDA

COUNTY OF LEE

BEFORE ME, the undersigned authority, personally appeared, ALEX S. ESBER, who was sworn and says, under penalty of perjury that the following allegations are true and correct and made on personal knowledge and that the Affiant is over the age of eighteen (18) and is competent to testify to the matters stated:

1. Affiant's name is Alex S. Esber.
2. Affiant's address is 209 Fred Avenue North, Lehigh Acres, Florida 33971.
3. Affiant is a Professional Surveyor and Mapper, State of Florida License No. 4349.
4. Affiant has been a licensed professional surveyor and mapper in the State of Florida for over 25 years.
5. Affiant's responsibilities include preparing, reviewing, tracing, and plotting legal descriptions and ownerships of property, and property rights in addition to preparing and certifying surveys of the same.
6. Affiant was engaged by Cecil Daughtrey to review the legal description language attached to the mortgage as Exhibit "A," recorded in the official records of Sarasota

*EXHIBIT B*

Instrument # 2010072083 and said legal description attached hereto as Exhibit "A" relative to the property ownership of Cecil Daughtrey.

- 7. Affiant certifies that he did review the legal description language attached to the mortgage as Exhibit "A," recorded in the official records of Sarasota County, Instrument # 2010072083 and said legal description attached hereto as Exhibit "A"; and, (a) said legal description is defective; (b) said legal description does not definitively describe the property of Cecil Daughtrey, Jr. and Patricia A. Daughtrey; (c) said legal description does not encompass the property of Cecil Daughtrey, Jr. and Patricia A. Daughtrey.

FURTHER AFFIANT SAYETH NAUGHT.

Date: Oct. 08, 2012

Alex S. Esber  
Alex S. Esber, PLS

State of Florida

County of Lee

Sworn to and subscribed before me this 8th day of October, 2012, by Alex S. Esber, who did take an oath and who is personally known to me or he/she produced N/A for identification.

NOTARY PUBLIC STATE OF FLORIDA  
Dobra L. Rost  
Commission # DD861370  
Expires: FEB. 15, 2013  
BONDED TRUST ATLANTIC BONDING CO., INC.

Dobra L. Rost  
Signature of Notary Public

Dobra L. Rost  
Print, Type, or stamp Commissioned Name of Notary Public

8/31/2016 BRW- | W:\Wdocs\Client\004041\15331\00151344.DOCX

IN THE CIRCUIT COURT OF THE 12<sup>th</sup>  
JUDICIAL CIRCUIT IN AND FOR  
SARASOTA COUNTY, FLORIDA

CASE #: 16-000205 CA NC

72 PARTNERS, LLC, a Florida limited  
liability company,

Plaintiff,

vs.

JOSEPH D. GILBERTI, JR., an individual;  
ROBERT J. FLINT, an individual; and  
FLINT PROPERTIES II, LLC,

Defendants.

---

**Affidavit in Support of Memo in Opposition  
to Plaintiff's Motion for Partial Summary Judgment  
Quieting Title**

State of Florida            )  
                                          )ss:  
County of Broward        )

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared Joseph D. Gilberti, Jr. who, first being duly sworn, upon oath deposes and says:

1. My name is Joseph D. Gilberti, Jr. I am over the age of 18. I make this Affidavit of my own personal knowledge.

2. On July 26, 2013, Cecil Daughtrey Jr. and Patricia A. Daughtrey conveyed to me, via properly executed Warranty Deed, witnessed by Carl Musselwhite and Jonathan Forman and notarized by Bobbi Jo Forman, real property in the Northeast portion of Sarasota County more particularly described as:

Sarasota Circuit Court Case # 16-000205 CA NC  
LandTech Design Group, Inc. vs. 72 Partners, LLC  
Defendant Gilberti's Affidavit Opposing Partial Summary Judgment  
Page 2 of 3

---

All that part of Section 1 lying North of State Road No. 72 and all that part of the East 1675.00 feet of Section 2 lying North of State Road No. 72 and the North 2068.04 feet of the West 924.27 feet of the East 2,599.27 feet of said Section 2, all in Township 38 South, Range 22 East, Sarasota County, Florida

3. On June 10, 2014, I recorded the deed by which I took title to the property described in Paragraph 2 hereinabove in the Official Records of Sarasota County, Florida via Instrument Number 2014067954.

4. From the date of execution of the Warranty Deed referred to in Paragraph 2, hereinabove, until on or about May 28, 2014, I was confined to my home in pretrial detention on a misdemeanor charge related to water and mineral rights in the property, which is the subject of this quiet title action, where such rights conflicted with local mining compacts represented by the alleged victims of the misdemeanor who were also counsel for the Daughtrey's from the outset of the Foreclosure action brought against them.

5. Because of such pretrial detention, I was unable to record the Warranty Deed referred to in Paragraph 2, hereinabove until June 10, 2014.

6. I have read and know the truth of the factual allegations of the Memorandum in Opposition to Plaintiff's Motion for Summary Judgment filed herein and know of my own personal knowledge that the allegations contained therein are true and correct to the best of my knowledge and belief.

7. If called as a witness, Affiant would testify competently to the matters stated herein.

**Further Affiant Sayeth Naught.**

Sarasota Circuit Court Case # 16-000205 CA NC  
LandTech Design Group, Inc. vs. 72 Partners, LLC  
Defendant Gilberti's Affidavit Opposing Partial Summary Judgment  
Page 3 of 3

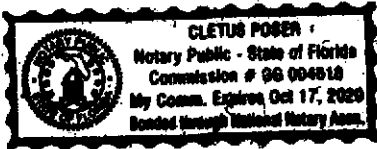
  
\_\_\_\_\_  
JOSEPH D. GILBERTI, JR.

Acknowledgment

State of Florida        )  
County of Broward    )

On this \_\_\_\_\_ day of 8/31/2016, before me personally appeared Joseph D. Gilberti, Jr., who  is personally known to me or who  proved his identity by bearing his FL DL, who took an oath before me and executed this instrument in my presence.

  
\_\_\_\_\_  
Notary Public, State of Florida







**APPENDIX V**

Filing # 34705805 E-Filed 11/20/2015 11:32:59 AM

**IN THE COUNTY COURT OF THE TWELFTH JUDICIAL CIRCUIT  
IN AND FOR SARASOTA COUNTY, FLORIDA  
CIVIL DIVISION**

72 PARTNERS, LLC,	)	Case No.: 2011 CA 004209 NC
	)	
Plaintiff,	)	Hon. Rochelle Curley
	)	
vs.	)	Hearing: Nov. 23, 2015 @ 10:00 am (30 min)
CECIL DAUGHTREY AND PATRICIA	)	
DAUGHTREY.,	)	
Defendants.	)	<b>OPPOSITION TO MOTION TO VOID TRANSFER OF REAL ESTATE</b>

NOW COMES The Defendants, Cecil and Patricia Daughtrey, and hereby oppose Plaintiffs motion to avoid certain real estate transfers, and further state unto this Honorable Court in support of their opposition:

**RELEVANT FACTS**

On July 26, 2013 the Defendants transferred the relevant portion of property to Joseph Gilberti. Despite the transfer, this matter continued to final judgment of foreclosure on October 13, 2013. The Defendants filed for bankruptcy protection on November 7, 2013.

During the course of the bankruptcy, the Plaintiff, herein, filed for relief from the automatic stay on the property and this matter seeking to reset the foreclosure sale date and finalize this matter. Initially the Court granted relief from the automatic stay, but later re-imposed it at the Chapter 7 Trustee's request.

During the course of the Bankruptcy matter the Trustee and Plaintiff negotiated and resolved the relief from stay via a compromise proposal. The only relevant part of the compromise in this matter is paragraph 3(f) which states that the Plaintiff took the trustee's deed which specifically states "The Trustee shall execute a Trustee's Deed conveying the Remaining Real Property, "as is" with no warranties of any kind."

After the Bankruptcy Court approved the compromise, the Defendant-Debtors appealed the Bankruptcy Court's Order approving the compromise to the Federal District Court for the Middle District of Florida. While that appeal was pending, the Plaintiffs filed a motion similar to this motion in the Bankruptcy Court. (see attached exhibit "A"). The motion scheduled for hearing before the Bankruptcy Court on February 19, 2015. At that hearing, the Plaintiff appeared by Counsel and the Chapter 7 Trustee appeared. The court heard oral arguments, and rather than suffer the collateral affects of an order denying the motion, the Plaintiff's chose to withdraw it in open court. (see attached Exhibit "B"). The Plaintiff then files the substantially same motion before this court eight months later.

#### ARGUMENT

The main argument made by the Plaintiff is that the property was transferred in violation of Federal Bankruptcy Law, and therefore is invalid. However, the plaintiff failed to provide an accurate factual history.

Florida Statute, section 695.11 contains the following language: "The sequence of such official numbers shall determine the priority of recordation. An instrument bearing the lower number in the then-current series of numbers shall have priority over any instrument bearing a higher number in the same series." Florida courts over time have described and applied Florida's recording statute in a manner that is consistent with a "notice" type of recording statute. See *Lesnoff v. Becker*, 101 Fla. 716, 135 So. 146, 147 (1931) ("Under our recording statutes, subsequent purchasers, acquiring title without notice of a prior unrecorded deed, mortgage, or transfer of real property, or any interest therein, will be protected against such unrecorded instrument, unless the party claiming thereunder can show that such subsequent purchaser acquired the title with **actual notice** of such unrecorded conveyance or mortgage; and the burden of showing such notice is upon the party claiming under such unrecorded instrument, the

presumption in such case being that such subsequent purchaser acquired his title in good faith and without notice of the prior unrecorded conveyance.' " (Emphasis Added) (quoting *Rambo v. Dickenson*, 92 Fla. 758, 110 So. 352, 353 (1926)); *Morris v. Osteen*, 948 So.2d 821, 826 (Fla. 5th DCA 2007) ("Generally, competing interests in land have priority in the order in which they are created;" "[t]he important caveat to this rule is that those acquiring rights later will have priority if they took without 'notice of the first created rights.' " *F.J. Holmes Equip., Inc. v. Babcock Bldg. Supply, Inc.*, 553 So.2d 748, 750 (Fla. 5th DCA 1989) "The first rule is that competing interests in land have priority in order of their creation in point of time;" "[t]his rule is subject to the important exception created by the recording statute that notice of the first created rights must be available to those later acquiring rights in the same land. . ." *id.*

The Plaintiff, in their motion argue that the transfer of the property interest occurred in violation of the automatic stay, however, that is incorrect. A plain reading of the deed from the Defendants to Mr. Gilberti shows that the property was transferred on July 26, 2013, which precedes the filing of the bankruptcy by more than 90 days. The transfer of ownership was not affected by the Bankruptcy, nor was the transfer set aside by the Chapter 7 Trustee prior to the compromise. This only leaves open the question, did the Plaintiff take a deed, which is "as is" with knowledge of the earlier transfer? The answer is yes, the Plaintiff took the Trustee deed with full knowledge of Mr. Gilberti's ownership interest. The Plaintiff cannot get relief in State Court based upon Bankruptcy Law and argument when it tried and failed to get the same relief in Bankruptcy Court.

#### CONCLUSION

The Plaintiff filed this motion, failed to serve it upon the Defendants, also it appears that the Plaintiff filed for some emergency relief against the Defendants without service, and that

relief was denied. The Plaintiff argues that the Defendant have no standing, but of course they do. 72 Partners looks to the Chapter 7 Trustee as its rock, but the Trustee has no further interest in this case or the property (see attached Exhibit "C"), except if the compromise gets overturned by the 11<sup>th</sup> Circuit Court or the US Supreme Court.

So why would the Plaintiff go so far to exclude opposing parties from participating in this motion? Because, 72 Partners knows that they sought this relief once and failed to get it. The bottom line in this matter is, the Plaintiff claims to own the property by virtue of a deed recorded after Mr. Gilberti's. Plaintiff cannot argue they took that deed without notice of Mr. Gilberti's interest, and the Plaintiff has failed to plead or support a claim that the July 2013 transfer was not in good faith. The Plaintiff's motion should be denied.

WHEREFORE the Defendants, Cecil and Patricia Daughtrey, respectfully request that the Court deny the motion, award costs and attorney fees so wrongly incurred by the Defendants herein, and for any other relief that the Court deems equitable.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent this 20<sup>th</sup> Day of November, 2015 via the Courts Electronic Filing system to *Ryan Snyder* [*ryan@snyderlawgroup.com*]

Respectfully Submitted,  
DeCailly Law Group, PA

By: /s/ Paul DeCailly  
Paul DeCailly, 796301  
Attorney for Defendant  
PO Box 490  
Indian Rocks Beach, FL 33785  
(727) 824-7709  
pdecailly@dlg4me.com

**Exhibit "A"**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
FORT MYERS DIVISION**

In Re:

CECIL DAUGHTREY JR. and  
PATRICIA A. DAUGHTREY.

Case No.: 9:13-BK-14831-FMD

Chapter: 7

---

**CREDITOR'S, 72 PARTNERS, LLC, MOTION TO NULLIFY AND/OR VOID  
TRANSFER OF REAL PROPERTY**

Creditor, 72 PARTNERS, LLC ("Creditor"), by and through its undersigned counsel, in accordance with 11 USC and the applicable Federal Rules of Bankruptcy Procedure, files this Motion to Nullify and/or Void Transfer of Real Property, and states as follows:

1. On November 7, 2013, Debtors, CECIL DAUGHTREY JR. and PATRICIA A. DAUGHTREY ("Debtors") filed for Chapter 7 bankruptcy protection. In Schedule A of their petition, Debtors listed the real property ("Property") that was owned by Debtors as of November 7, 2013.

2. On June 10, 2014, Debtors caused a Warranty Deed to be recorded in Official Records Instrument Number 2014067954, of the Public Records of Sarasota County, Florida. A copy of the Warranty Deed is attached hereto as Exhibit "A" and is made a part hereof by reference. The Warranty Deed purportedly transferred a portion of the Property to Creditor, Joseph D. Gilberti, Jr.

3. On October 7, 2014, this Court entered an Order Granting Chapter 7 Trustee's Amended Motion and Notice of Proposed Compromise between Trustee and 72 Partners, LLC (Document No. 97) ("Order"). The Order permitted the Chapter 7 Trustee to sell the Property, less a portion of the Property as described in the Order, to Creditor. Following entry of the

Order, the Chapter 7 Trustee sold the Property, less a portion of the Property as described in the Order, to Creditor.

4. On or about December 1, 2014, Creditor obtained a title commitment from Fidelity National Title Insurance Company through its issuing agent, Snyder Law Group, P.A., for the portion of the Property it acquired from the Chapter 7 Trustee as referenced in paragraph 3 herein. A copy of the title commitment is attached hereto as Exhibit "B" and is made a part hereof by reference. The title commitment revealed the transfer as referenced in paragraph 2 herein.

5. The transfer referenced in paragraph 2 herein has clouded that portion of the Property acquired by Creditor. Moreover, the transfer referenced in paragraph 2 herein has likely clouded that portion of the Property retained by Debtors as referenced in the Order.

6. In order to insure title to that portion of the Property acquired by Creditor, Fidelity National Title is requiring Creditor to obtain an order from this Court declaring the Warranty Deed recorded in Official Records Instrument Number 2014067954, of the Public Records of Sarasota County, Florida, invalid and establishing of record that said Warranty Deed is null and void.

7. At the time of the transfer referenced in paragraph 2 herein, the Property was vested in the Chapter 7 Trustee. As such, Debtors did not have authority to convey a portion of the Property to Creditor, Joseph D. Gilberti, Jr.

WHEREFORE, Creditor respectfully requests this Court enter an Order declaring the Warranty Deed recorded in Official Records Instrument Number 2014067954, of the Public Records of Sarasota County, Florida, invalid and establishing of record that said Warranty Deed is null and void, and for any further relief this Court deems just and proper.



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via U.S. Mail to Cecil Daughtrey Jr. and Patricia A. Daughtrey, whose address is 9438 Daughtrey Road, Sidell, FL 34266, Joseph D. Gilberti, Jr., whose address is 3148 Beaver Pond Trail, Valrico, FL 33596, Gilberti Water Company, whose address is 3148 Beaver Pond Trail, Valrico, FL 33596, Land Tech Design Group, Inc., whose address is 3148 Beaver Pond Trail, Valrico, FL 33596, and Land Tech Design Group, Inc., whose address is 3905 Halloak Court, Valrico, FL 33596, this 6th day of January, 2015. I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via email to Joseph D. Gilberti, Jr. and Land Tech Design Group, Inc. at gilberti.water.company.fl@gmail.com this 6th day of January, 2015. I HEREBY CERTIFY that on January 6, 2015, I electronically filed this document with the Clerk of the Court by using the CM/ECF system, which will send a notice of electronic filing to, Luis E. Rivera, II, Chapter 7 Trustee, Lara Fernandez, Esq., Special Counsel for Chapter 7 Trustee, and Paul DeCailly, Esq., Counsel for Debtors, Cecil Daughtrey Jr. and Patricia A. Daughtrey.

/s/ Ryan L. Snyder

Ryan L. Snyder

Florida Bar No. 0010849

Attorney for Creditor, 72 Partners, LLC

SNYDER LAW GROUP, P.A.

11031 Gatewood Drive

Bradenton, FL 34211

Telephone: (941) 747-3456

Facsimile: (941) 747-6789

E-mail: ryan@snyderlawgroup.com

②

**THIS INSTRUMENT PREPARED BY**

Joseph D. Gilberti, Jr., President  
LandTech Design Group, Inc.  
3148 Beaver Pond Trail 305 DENORA AVE  
Valrico, Florida 33596 Ft Myers, FL 33931  
(813) 470-6000 P13-482-8512

**Property Appraisers Tax Folio Numbers:**

1009-00-1000 and 1011-00-1010

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2014067984 3 PG(S)  
JUNE 18, 2014 12:11:17 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL

Doc Stamp-Deed: \$910.00



**WARRANTY DEED**

**THIS INDENTURE**, made this 26<sup>th</sup> day of July, A.D. 2013 between **Cecil Daughtrey, Jr.** joined by his spouse **Patricia Ann Daughtrey**, whose address is 9438 Daughtrey Road, Sidell, Florida 34266, grantor\*, and **Joseph D. Gilberti, Jr.** whose address is 3148 Beaver Pond Trail, Valrico, Florida 33596, grantee\*

\*"Grantor" and "Grantee" are used for singular and plural, as context requires.

**WITNESSETH** that said grantor, for the consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to said grantor I hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Sarasota County, Florida, to wit:

*All that part of Section 1 lying North of State Road No. 72 and all that part of the East 1675.00 feet of Section 2 lying North of State Road No. 72 and the North 2068.04 feet of the West 924.27 feet of the East 2,599.27 feet of said Section 2, all in Township 38 South, Range 22 East, Sarasota County, Florida.*

*Subject to reservations, restrictions and easements of record (360 +/- Acres)*

**TOGETHER WITH:** All tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, with all oil, gas and mineral rights held by grantor and by Predecessors in title.

**THE ABOVE-DESCRIBED REAL PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR**

And the said grantor of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

**EXHIBIT**     A

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:

CARL M. Musselwhite  
Signature of first witness to both

Cecil Daughtrey, Jr.  
Cecil Daughtrey, Jr.

CARL M. Musselwhite  
Printed name of first witness

Jonathan Forman  
Signature of second witness to both

Patricia A. Daughtrey  
Patricia Ann Daughtrey

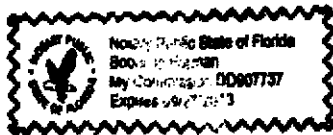
Jonathan Forman  
Printed name of second witness

STATE OF FLORIDA

COUNTY OF DESOTO

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of July, 2013, by Cecil Daughtrey, Jr. joined by his spouse Patricia Ann Daughtrey, husband and wife, who are each  personally known to me or who have each produced  a Florida driver's license as identification, and who did/did not take an oath.

Sign Bobbi Jo Forman  
Notary Public, State of Florida



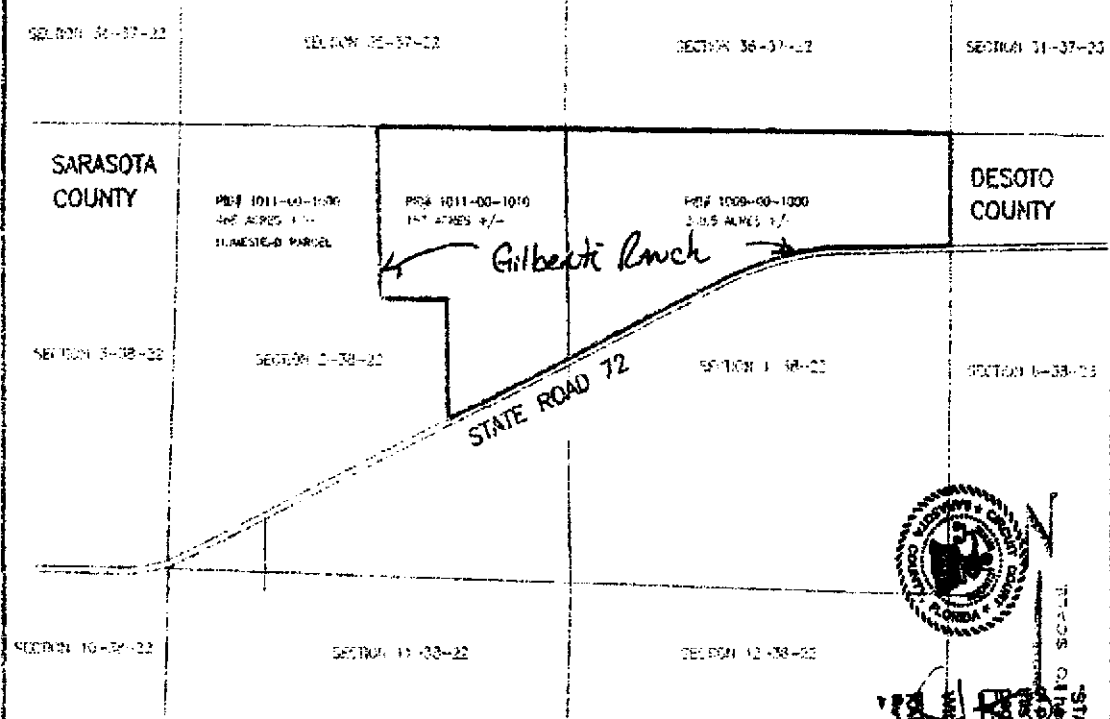
Bobbi Jo Forman  
Print Notary Name  
My Commission Expires: 9/27/13

DD907737  
Commission Number

**SKETCH AND DESCRIPTION**

THAT PART OF SECTION 1, TOWNSHIP 38 SOUTH, RANGE 22 EAST, LYING NORTH OF STATE ROAD 72, CONTAINING 208.5 ACRES,  
 ALSO THAT PART OF THE EAST 1675 FEET OF SECTION 2, TOWNSHIP 38 SOUTH, RANGE 22 EAST, LYING NORTH OF STATE ROAD  
 72, AND THE NORTH 2688.04 FEET OF THE WEST 924.27 FEET OF THE EAST 2599.27 FEET OF SAID SECTION 2, TOWNSHIP 38,  
 RANGE 22 EAST, CONTAINING 157 ACRES, MORE OR LESS.

**MANATEE COUNTY**



**CERTIFICATION**

I HEREBY CERTIFY THAT THIS SECTION OF DESCRIPTION  
 TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA  
 LAND SURVEYING IN CHAPTER 561.17-4, FLORIDA LAWS  
 PURSUANT TO SECTION 472.007, FLORIDA STATUTES.

ESBER & ASSOCIATES, P.A.  
 CERTIFICATE OF AUTHORIZATION (C.A.) LR 5554

*Alex S. Esber*

BY: ALEX S. ESBER  
 PROFESSIONAL SURVEYOR  
 FLORIDA CERTIFICATE #1549

NOT VALID UNLESS THE SIGNATURE AND THE EXPIRING 14850  
 SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

**SURVEYORS NOTE**

1. THIS DRAWING IS A DESCRIPTIVE SKETCH ONLY  
 AND DOES NOT REPRESENT A FIELD SURVEY OF  
 PARCEL BOUNDARY DESCRIPTIONS SHOWN HEREON  
 WAS OBTAIN FROM PUBLIC RECORDS

2. THE AREAS OF THE TRACTS SHOWN HEREON ARE  
 INTERPRETED BASED ON INFORMATION FROM SARASOTA  
 COUNTY GIS SITE AND HAVE NOT BEEN VERIFIED BY  
 FIELD SURVEY



STATE OF FLORIDA, COUNTY OF SARASOTA  
 I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY  
 OF THE ORIGINAL INSTRUMENT FILED IN MY OFFICE. THE ORIGINAL INSTRUMENT FILED CONTAINS  
 THIS COPY HAS BEEN REPRODUCED FROM THE ORIGINAL INSTRUMENT FILED IN MY OFFICE.  
 DATE OF REPRODUCTION: 1/6/15  
 BY: ALEX S. ESBER, PROFESSIONAL SURVEYOR, LICENSE NO. 1549

PROPERTY NORTH OF SR 72 SECTIONS 1 & 2, TWP. 38 S., RANG. 22 E.	SKETCH AND DESCRIPTION Gilberti Ranch P20314	Esber & Associates Professional Surveyors 1370 Meakle Road • Sarasota, FL 34240 (941) 579-8931 • Fax (941) 572-0030
DATE OF SURVEY	DATE OF SALE	
DATE OF SALE	DATE OF SALE	



**Fidelity National Title Insurance Company**

**Snyder Law Group, PA**  
11031 Gatewood Dr.  
Bradenton, FL 34211  
Phone: 941-747-3456  
Fax: 941-727-9006

Fidelity National Title Insurance Company

**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

Order No.: 5047005  
Customer Reference: 72 Partners

1. Effective Date: December 01, 2014 at 7:00 AM
2. Policy or Policies to be issued: Premium: \$TBD
  - A. ALTA Owners 2006 with Florida Modifications  
Proposed Insured: 72 Partners, LLC, a Florida limited liability company  
Proposed Amount of Insurance: TBD
3. The estate or interest in the land described or referred to in this Commitment is:  
Fee Simple
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:  
72 Partners, LLC, a Florida limited liability company; and Joseph D. Gilberti, Jr.; as their interests appear of record
5. The land referred to in this Commitment is described in Exhibit "A" attached hereto and made part hereof.

EXHIBIT B





**Fidelity National Title Insurance Company**

Order Number: 5047005  
Customer Reference: 72 Partners

**SCHEDULE B SECTION I  
REQUIREMENTS**

The following are requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Instrument(s) creating the estate or interest to be insured must be properly executed, delivered and filed for record:
  - A. Record a certified copy of Order Granting Chapter 7 Trustee's Amended Motion and Notice of Proposed Compromise of Controversy Between Trustee and 72 Partners, LLC entered as Docket Item No. 97 in Case No. 9:13-bk-14831-FMD, in the United States Bankruptcy Court, Florida Middle District; authorizing the sale of the land therein.
  - B. Record a certified copy of an Order entered in Case No. 9:13-bk-14831-FMD, in the United States Bankruptcy Court, Florida Middle District rendering the Warranty Deed executed by Cecil Daughtrey, Jr., joined by his spouse Patricia Ann Daughtrey, to Joseph D. Gilberti, Jr., recorded in Official Records Instrument Number 2014 067954 invalid and establishing of record that said deed in null and void.

NOTE: At the time of the recording of said deed the property was vested in Luis E. Rivera II, as duly appointed Chapter 7 Trustee in Bankruptcy for the estate of Cecil Daughtrey, jr., and Patricia A. Daughtrey, (debtors in possession) under Case No. 9:13-bk-14831-FMD, in the United States Bankruptcy Court, Florida Middle District.

3. Intentionally Deleted.
4. Intentionally Deleted.
5. Intentionally Deleted.
6. Satisfaction and release of that certain Claim of Lien in favor of Joseph D. Gilberti, Jr. as agent for Land Tech Design Group, Inc., recorded December 28, 2012, in Official Records Book 2012 170529; as revised December 11, 2013 in Official Records Instrument Number 2013 165026, of the Public Records of Sarasota County, Florida.
7. Redemption of Tax Sale Certificate # 2013-148065 for unpaid taxes for the year 2012. Tax I.D. 1039002000.  
NOTE: The tax year gross amount was \$769.94.
8. Redemption of Tax Sale Certificate # 2013-148059 for unpaid taxes for the year 2012. Tax I.D. 1037001000.  
NOTE: The tax year gross amount was \$670.17.
9. Redemption of Tax Sale Certificate # 2013-148056 for unpaid taxes for the year 2012. Tax I.D. 1035001000.  
NOTE: The tax year gross amount was \$643.31.
10. Redemption of Tax Sale Certificate # 2013-148050 for unpaid taxes for the year 2012. Tax I.D. 1029001000.  
NOTE: The tax year gross amount was \$541.00.





**Fidelity National Title Insurance Company**

Order Number: 5047005  
Customer Reference: 72 Partners

**SCHEDULE B SECTION I  
Requirements continued**

11. Redemption of Tax Sale Certificate # 2013-148031 for unpaid taxes for the year 2012. Tax I.D. 1011001000.  
NOTE: The tax year gross amount was \$3,750.98.
12. Redemption of Tax Sale Certificate # 2013-148032 for unpaid taxes for the year 2012. Tax I.D. 1011001010.  
NOTE: The tax year gross amount was \$433.67.
13. Redemption of Tax Sale Certificate # 2013-148028 for unpaid taxes for the year 2012. Tax I.D. 1009001000.  
NOTE: The tax year gross amount was \$314.63.
14. Redemption of Tax Sale Certificate # 2014-296151 for unpaid taxes for the year 2013. Tax I.D. 1039002000.  
NOTE: The tax year gross amount was \$871.66.
15. Redemption of Tax Sale Certificate # 2014-296145 for unpaid taxes for the year 2013. Tax I.D. 1037001000.  
NOTE: The tax year gross amount was \$726.72.
16. Redemption of Tax Sale Certificate # 2014-296142 for unpaid taxes for the year 2013. Tax I.D. 1035001000.  
NOTE: The tax year gross amount was \$705.85.
17. Redemption of Tax Sale Certificate # 2014-296136 for unpaid taxes for the year 2013. Tax I.D. 1029001000.  
NOTE: The tax year gross amount was \$581.78.
18. Redemption of Tax Sale Certificate # 2014-296117 for unpaid taxes for the year 2013. Tax I.D. 1011001000.  
NOTE: The tax year gross amount was \$3,974.73.
19. Redemption of Tax Sale Certificate # 2014-296118 for unpaid taxes for the year 2013. Tax I.D. 1011001010.  
NOTE: The tax year gross amount was \$481.27.
20. Redemption of Tax Sale Certificate # 2014-296114 for unpaid taxes for the year 2013. Tax I.D. 1009001000.  
NOTE: The tax year gross amount was \$336.08
21. Proof of payment, satisfactory to the Company, of taxes for the year(s) 2014 in the gross amount of \$761.89 under Tax Folio Number: 1039002000.
22. Proof of payment, satisfactory to the Company, of taxes for the year(s) 2014 in the gross amount of \$624.69 under Tax Folio Number: 1037001000.
23. Proof of payment, satisfactory to the Company, of taxes for the year(s) 2014 in the gross amount of \$607.54 under Tax Folio Number: 1035001000.

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ALTA Commitment (8/17/06) (with FL Modifications)





*Fidelity National Title Insurance Company*

Order Number: 5047005  
Customer Reference: 72 Partners

**SCHEDULE B SECTION I  
Requirements continued**

24. Proof of payment, satisfactory to the Company, of taxes for the year(s) 2014 in the gross amount of \$487.50 under Tax Folio Number: 1029001000.
25. Proof of payment, satisfactory to the Company, of taxes for the year(s) 2014 in the gross amount of \$3,048.87 under Tax Folio Number: 1011001000.
26. Proof of payment, satisfactory to the Company, of taxes for the year(s) 2014 in the gross amount of \$410.20 under Tax Folio Number: 1011001010.
27. Proof of payment, satisfactory to the Company, of taxes for the year(s) 2014 in the gross amount of \$650.71 under Tax Folio Number: 1009001000.

**END OF SCHEDULE B SECTION I**







**Fidelity National Title Insurance Company**

Order No.: 5047005  
Customer Reference: 72 Partners

**SCHEDULE B SECTION II  
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes and assessments for the year 2015 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:
  - A. Easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the public records which would be disclosed by an accurate survey of the Land.
  - B. Rights or claims of parties in possession not shown by the public records.
  - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
  - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
5. Any claim that any portion of the Insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
6. As to any portion of the premises herein described which is (a) submerged land or is (b) artificially filled in land, artificially exposed land, or any land accreted thereto, in what was formerly navigable waters, this Commitment or Policy is subject to the right of the United States government arising by reason of its control over navigable waters in the interest of navigation and commerce.
7. Rights of predecessors in title, and all persons claiming by, through or under same, by virtue of the reservation, grant, or lease of the oil, gas and/or minerals lying within the lands described in Schedule A, as evidenced by documents recorded in Deed Book 311, Page 95; Official Records Book 1682, Page 2142; Official Records Book 1714, Page 269; Official Records Book 1717, Page 497; Official Records Book 1744, Page 1949; Official Records Book 1803, Page 1814; Official Records Book 1803, Page 1816; Official Records Book 1954, Page 935; Official Records Book 2184, Page 1085; Official Records Book 2307, Page 2447; Official Records Instrument Number 2000 132123; and Official Records Instrument Number 2008 161384, all of the Public Records of Sarasota County, Florida.  
Note: No determination has been made as to the current owner of oil, gas and/or minerals excepted herein.
8. Easement(s) granted to Sidell, Inc., a Florida corporation by Warranty Deed recorded in Official Records Book 235, Page 408; as affected by Assignment and Dedication of Access Easement recorded in Official Records Book 2335, Page 411, all of the Public Records of Sarasota County, Florida.

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ALTA Commitment (8/17/06) (with FL Modifications)





**Fidelity National Title Insurance Company**

Order No.: 5047005  
Customer Reference: 72 Partners

**SCHEDULE B SECTION II  
EXCEPTIONS**

9. Terms, covenants, conditions, restrictions, easements and other matters contained in the Lease dated June 22, 1992, and made by Cecil Daughtry, Jr., and Jerry Flint, a Memorandum/Short Form of which was recorded August 11, 1992, in Official Records Book 2421, Page 1626; as affected by documents recorded in Official Records Instrument Number 2006 109708; Official Records Instrument Number 2008 081598; Official Records Instrument Number 2009 058585; Official Records Instrument Number 2009 058586; Official Records Instrument Number 2009 058587; and Official Records Instrument Number 2010 072085, all of the Public Records of Sarasota County, Florida.
10. Easements as evidenced in Guardian's Deed recorded in Official Records Instrument Number 2005 166017, of the Public Records of Sarasota County, Florida.
11. Mortgage from Cecil Daughtrey Jr. and Patricia A. Daughtrey, husband and wife to BSLF Holdings, LLC, a Florida limited liability company, recorded June 14, 2010, in Official Records Instrument Number 2010 072083; together with Assignment of Leases, Rents and Profits recorded in Official Records Instrument Number 2010 072084; as affected by Notice of Lis Pendens recorded in Official Records Instrument Number 2011 061024; as assigned to 72 Partners, LLC, a Florida limited liability company by Assignment of Note, Mortgage and Other Loan Documents recorded in Official Records Instrument Number 2011 085414; and Uniform Final Judgment of Mortgage Foreclosure recorded in Official Records Instrument Number 2013 140463, all of the Public Records of Sarasota County, Florida.

NOTE: All recording references in this commitment/policy shall refer to the public records of Sarasota County, Florida, unless otherwise noted.

**END OF SCHEDULE B SECTION II**





**Fidelity National Title Insurance Company**

Order No.: 5047005  
Customer Reference: 72 Partners

**EXHIBIT "A"**

All that part of Section 1, Township 38 South, Range 22 East, lying North of State Road 72;  
All Section 2, Township 38 South, Range 22 East, LESS right of way for State Road 72;  
All Section 11, Township 38 South, Range 22 East;  
The North 1/2; and the West 1/4 of the South 1/2 of Section 14, Township 38 South, Range 22 East;  
All of Section 15, Township 38 South, Range 22 East, LESS railroad right of way;  
The West 1/2 of Section 16, Township 38 South, Range 22 East, all lying and being in Sarasota County, Florida;

LESS a parcel of land in Sections 2, 11, 14 and 15, lying within the following described parcel:  
BEGIN at the Northwest corner of said Section 11; thence South 01° 59' 53" West, 5340.95 feet to the Southwest corner of said Section 11, thence North 88° 22' 46" West, 5377.94 feet to the Northwest corner of said Section 15; thence South 02° 00' 10" West, 1320 feet; thence South 88° 22' 46" East, 6598.08 feet; thence North 01° 59' 53" East, 7240.95 feet to the South Right-of-Way line of State Road 72; thence South 66° 13' 13" West, 1042.16 feet along said South Right-of-Way line of State Road 72; thence along said South Right-of-Way of State Road 72, Southwesterly along a curve to the right 400.45 feet to the West line of said Section 2; thence South 02° 14' 29" West, 18.87 feet to the POINT OF BEGINNING;

LESS AND EXCEPT Commence at the intersection of the East Section line of Section 2, Township 38 South, Range 22 East, Sarasota County, Florida and the North right-of-way line of SR 72; thence Southwesterly along North right-of-way line of SR 72 a distance of 1,870 feet more or less to the POINT OF BEGINNING of the property; this point would be 1,752 feet Westerly as measured perpendicular from the East line of said Section 2, Township 38 South, and Range 22 East; thence continue Southwesterly along North right-of-way SR 72 for 498 feet; thence Northerly parallel to the East Section line of Section 2, Township 38 South, Range 22 East, a distance of 916 feet; thence Westerly and parallel to the North Section line of Section 2, Township 38 South, Range 22 East a distance of 1,527 feet; thence Northerly 2,717 feet more or less parallel to the East Section line of Section 2, Township 38 South, Range 22 East to the North Section line of Section 2, Township 38 South, Range 22 East; thence East along the North Section line of Section 2, Township 38 South, Range 22 East, a distance of 3,814 feet more or less to the Northeast corner of said Section 2, Township 38 South, Range 22 East; thence continue along the North line of Section 1, Township 38 South, Range 22 East, a distance of 90 feet; thence Southerly parallel to the West Section line of Section 1, Township 38 South, Range 22 East, a distance of 603 feet; thence Westerly parallel to the North Section line of Section 1, Township 38 South, Range 22 East, a distance of 90 feet to the West Section line of Section 1, Township 38 South, Range 22 East; thence Westerly parallel to the North Section line of Section 2, Township 38 South, Range 22 East a distance of 1,752 feet; thence Southerly parallel to the East Section line of Section 2, Township 38 South, Range 22 East a distance of 2,826 feet more or less to the POINT OF BEGINNING.



**Exhibit "B"**

Case 9:13-bk-14831-FMD Doc 135 Filed 02/19/15 Page 1 of 1  
UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA



**PRO MEMO**

02/19/2015 10:00 AM

COURTROOM Room 4-117

HONORABLE CARYL DELANO

CASE NUMBER:

FILING DATE:

9:13-bk-14831-FMD

7

11/07/2013

**Chapter 7**

**DEBTOR:**

Cecil Daughtrey

Patricia Daughtrey

**DEBTOR ATTY:**

Paul DeCailly

**TRUSTEE:**

Luis Rivera

**HEARING:**

Motion to Nullify and/or Void Transfer of Real Property Filed by Ryan L. Snyder on behalf of Creditor 72 Partners, LLC; Doc #132

**APPEARANCES:** Luis Rivera, Ryan Snyder

**WITNESSES:**

**EVIDENCE:**

**RULING:**

Motion to Nullify and/or Void Transfer of Real Property Filed by Ryan L. Snyder on behalf of Creditor 72 Partners, LLC; Doc #132

- Withdrawn in Open Court by Mr. Snyder

Proposed Orders, if applicable, should be submitted within three days after the date of the hearing - Local Rule 9072-1(c). Orders not submitted by the time of closing will result in motions/objections/applications being denied as moot. This docket entry/document is not an official order of the Court.

**Exhibit "C"**

## Case 9:13-bk-14831-FMD Doc 161 Filed 04/30/15 Page 1 of 6

FORM I  
**INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT**  
**ASSET CASES**

Case No: 13-14831 FMD Judge: Cary/E. Delano Trustee Name: Luis E. Rivera II  
Case Name: Cecil Daughtrey, Jr. Date Filed (f) or Converted (c): 11/07/2013 (f)  
Patricia A. Daughtrey 341(a) Meeting Date: 12/11/2013  
For Period Ending: 03/31/2015 Claims Bar Date: 05/15/2014

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Values	Est Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Formally Abandoned OA-554(a)	Sale/Funds Received by the Estate	Asset Fully Administered (FA) Gross Value of Remaining Assets
1. Homestead PIN 1009-00-1000 (210+/- ac)	6,000,000.00	6,000,000.00		0.00	FA
2. Homestead PIN 1011-00-1000 (470+/- ac)	13,500,000.00	0.00		0.00	FA
3. Homestead PIN 1011-00-1010 (160+/- ac)	4,500,000.00	0.00		0.00	FA
4. Homestead PIN 1029-00-1000 (480+/- ac)	13,600,000.00	0.00		0.00	FA
5. Homestead PIN 1035-00-1000 (360+/- ac)	10,225,000.00	0.00		0.00	FA
6. Homestead PIN 1037-00-1000 (470+/- ac)	13,500,000.00	0.00		0.00	FA
7. Homestead PIN 1039-00-2000 (315+/- ac)	8,950,000.00	0.00		0.00	FA
8. Household goods and furnishings (u)	2,500.00	2,500.00		0.00	2,500.00
9. American Flag	100.00	100.00		0.00	100.00
10. Wearing apparel (u)	250.00	250.00		0.00	250.00
11. AR-15, shotgun, pocket knife	500.00	1,500.00		0.00	2,000.00
12. Gilberti Water Company & LandTech Design Engineering Group-	5,125,000.00	100.00		0.00	100.00
13. Water and Mineral Rights	50,000,000.00	100.00		0.00	100.00
14. Sarasota Case with RICO counterclaim	15,000,000.00	0.00		300,000.00	FA
15. Dodge SUV	5,000.00	5,000.00		0.00	5,000.00
16. Small cart	200.00	200.00		0.00	200.00
17. Horse, dogs and cats	500.00	500.00		0.00	500.00
18. Small farming for food	250.00	250.00		0.00	250.00
19. Horse feed	50.00	50.00		0.00	50.00
20. ScotTrade Accounts (u)	0.00	Unknown		0.00	FA
21. Tractor (u)	0.00	Unknown		0.00	FA
22. SmTrust bank account(s) (u)	0.00	658.00		0.00	658.00
23. 2011 Polaris ATV (u)	0.00	Unknown		0.00	FA
24. 2011 Iron King Trailer (u)	0.00	600.00		0.00	600.00

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FORM 1

INDIVIDUAL ESTATE PROPERTY RECORD AND REPORT  
ASSET CASES

Case No: 13-14831 FMD Judge: Caryl E. Delano Trustee Name: Luis E. Rivera II  
 Case Name: Cecil Daughtrey, Jr. Date Filed (f) or Converted (c): 11/07/2013 (f)  
 Patricia A. Daughtrey 341(a) Meeting Date: 12/11/2013  
 For Period Ending: 03/31/2015 Claims Bar Date: 05/15/2014

1	2	3	4	5	6
Asset Description (Scheduled and Unscheduled (u) Property)	Petition/ Unscheduled Values	Est Net Value (Value Determined by Trustee, Less Liens, Exemptions, and Other Costs)	Property Formally Abandoned OA-554(a)	Sale/Funds Received by the Estate	Asset Fully Administered (FA) Gross Value of Remaining Assets
25. Tractor and equipment (u)	0.00	17,000.00		0.00	17,000.00
INT. Post-Petition Interest Deposits (u)	Unknown	N/A		0.00	Unknown

Gross Value of Remaining Assets

TOTALS (Excluding Unknown Values) \$140,409,350.00 \$6,028,808.00 \$300,000.00 \$29,308.00

(Total Dollar Amount in Column 6)

Major activities affecting case closing which are not reflected above, and matters pending, date of hearing or sale, and other action:



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Appeal remains pending before District Court. Appellant's brief filed April 13, 2015. Appellee's response brief due April 27, 2015 (LR)

Amended Schedule F filed by Lara Roeske Fernandez on behalf of Trustee. Dec. 5, 2014 (LR)

Notice of Appeal filed by Debtors. Nov. 25, 2014 (LR)

E-mail to debtor's counsel regarding turnover of Dellutri credit report. Order Denying Motion for Reconsideration of Order Granting Motion and Notice of Compromise of Controversy Between Trustee and 72 Partners, LLC, Order Denying Motion for Reconsideration of Order Denying Debtor's Motion to Convert to a Case Under Chapter 11 and Order Granting In Part Motion for Relief From Stay entered Nov. 18, 2014 (LR)

Nov. 18, 2014 (LR)

Order on Motion for Rehearing or Reconsideration and Scheduling Hearing entered 10/28/14; filed Proof of Service. November 3, 2014 (RH)

Motion for Reconsideration of Order Granting Motion and Notice of Compromise of Controversy Between Trustee and 72 Partners, LLC filed by Joseph Gilberti, Land Tech Design Group, Inc. Oct. 22, 2014 (LR)

Revid Motion for Reconsideration of Order Denying Debtor's Motion to Convert filed 10/17/14. Oct. 22, 2014 (LR)

Order Granting Motion and Notice of Compromise of Controversy Between Trustee and 72 Partners, LLC entered 10/7/14. Executed transfer documents. Oct. 8, 2014 (LR)

Order Continuing and Rescheduling Hearing on Motion to Quash Subpoena entered 10/03/14; filed Proof of Service. October 7, 2014 (RH)

Submitted proposed order continuing hearing on motion to quash and directing debtor to file amended schedules (T9302014154635). Hearing held 9/25/14. Motion and Notice of Compromise of Controversy with 72 Partners LLC granted. Motions to Convert denied. Sept. 30, 2014 (LR)

Motion to Withdraw as Counsel for debtor(s) Filed by Eric A Lamignu. Motion to Convert Case to Chapter 11 filed by Paul DeCailly on behalf of Debtor. Sept. 22, 2014 (LR)

Order Granting Ore Temus Motion to Direct the Chapter 7 Trustee to file Schedules D, E and F. Sept. 11, 2014 (LR)

Objection to Motion and Notice of Compromise of Controversy filed by Joseph Gilberti. Hearing Scheduled for 07/24/2014 10:00 am Ft. Myers, FL. June 12, 2014 (LR)

Motion and Notice of Compromise of Controversy with 72 Partners LLC Filed by Lara Roeske Fernandez on behalf of Trustee. May 29, 2014 (LR)

Filed Proof of Service re Order Sustaining Objection to Claim of Exemptions. May 20, 2014. (RH)

Order Sustaining Objection to Debtor's Claim of Exemptions entered 5/16/14. May 20, 2014 (LR)

Submitted proposed Order Sustaining Trustee's Objection to Exemptions (tracking no. T515201416917). - Jodi Payne 5/15/2014

Order Granting Motion to Extend Time to Object to Discharge (Second Motion) (Extended to June 11, 2014) entered 4/4/14. Filed Proof of Service. April 15, 2014 (LR)

Filed Objection to Exemptions. April 1, 2014 (LR)

Hearing Held 3/27/14 on Motion to Withdraw as Counsel Filed by David Lampley - Granted. March 28, 2014 (LR)

Filed Motion for Rule 2004 Examination of Debtors and submitted proposed order (T3252014123041). March 25, 2014 (LR)

Hearing Held 3/4/14 on Expedited Motion for Reconsideration of Order Granting Motion for Relief from Stay. Granted. FEH on valuation on 4/16/2014 at 9:30 am. Mar. 5, 2014 (LR)

Order Granting Motion to Extend Time to Object entered 01/16/14; filed Proof of Service, January 23, 2014 (RH)

Filed Motion to Extend Time to Object to Discharge and submitted proposed order (T1102014182537). Jan. 30, 2014 (LR)

Initial Projected Date of Final Report (TFR): 12/31/2015

Current Projected Date of Final Report (TFR): 12/31/2015

Trustee Signature: /s/ Luis E. Rivera II Date: 04/30/2015

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Luis E. Rivera II  
1715 Monroe Street  
Fort Myers, FL 33901  
(239) 344-1104  
Trustee.Rivera@benlaw.com

Case 9:13-bk-14831-FMD Doc 161 Filed 04/30/15 Page 5 of 6

ESTATE CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No: 13-14831

Trustee Name: Luis E. Rivera II

Case Name: Cecil Daughtrey, Jr.

Bank Name: Union Bank

Patricia A. Daughtrey

Account Number/CD#: XXXXX6479

Checking

Taxpayer ID No: XX-XXX8221

Blanket Bond (per case limit): \$48,409,000.00

For Period Ending: 03/31/2015

Separate Bond (if applicable):

1	2	3	4		5	6	7
Transaction Date	Check or Reference	Paid To / Received From	Description of Transaction	Uniform Tran. Code	Deposits (\$)	Disbursements (\$)	Account/CD Balance (\$)
01/29/15	14	Trenam Kemker	Surrender of Asset 14 per Order (Doc No. 97)	1129-000	\$300,000.00		\$300,000.00
02/25/15		Union Bank	Bank Service Fee under 11 U.S.C. § 330(a)(1)(B), 503(b)(1), and 507(a)(2)	2600-000		\$28.77	\$299,971.23
03/25/15		Union Bank	Bank Service Fee under 11 U.S.C. § 330(a)(1)(B), 503(b)(1), and 507(a)(2)	2600-000		\$402.73	\$299,568.50

COLUMN TOTALS	\$300,000.00	\$431.50
Less: Bank Transfers/CD's	\$0.00	\$0.00
Subtotal	\$300,000.00	\$431.50
Less: Payments to Debtors	\$0.00	\$0.00
Net	\$300,000.00	\$431.50

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		TOTAL OF ALL ACCOUNTS		
		NET	ACCOUNT	
		NET DEPOSITS	DISBURSEMENTS	BALANCE
	XXXXXX6479 - Checking	\$300,000.00	\$431.50	\$299,568.50
		-----		-----
		\$300,000.00	\$431.50	\$299,568.50
		-----		
		(Excludes account transfers)	(Excludes payments to debtors)	Total Funds on Hand
	Total Allocation Receipts:	\$0.00		
	Total Net Deposits:	\$300,000.00		
		-----		
	Total Gross Receipts:	\$300,000.00		

Trustee Signature: /s/ Luis E. Rivera II Date: 04/30/2015

Luis E. Rivera II  
 1715 Monroe Street  
 Fort Myers, FL 33901  
 (239) 344-1104  
 Trustee.Rivera@henlaw.com

**APPENDIX VI**

No. \_\_\_\_\_

In The  
**Supreme Court of the United States**

Cecil & Patricia Daughtrey, Jr.  
Petitioner(s)

v.

Luis E. Rivera, II Trustee  
Respondent(s)

On Petition for Writ of Certiorari  
To The Appeal Decision of 11<sup>th</sup> District Court  
Case# 15-14544

And

To The U.S. Middle District Court of Florida.  
Case # 9:13-bk-14831

**PETITION FOR WRIT OF CERTIORARI**

Cecil & Patricia Daughtrey, Jr.  
9438 Daughtrey Road  
Sarasota, Florida 34266  
863-441-3387  
Mrs.Pattyd@yahoo.com

## **QUESTIONS PRESENTED**

1. Why are the Bankruptcy Trustee, US Government, Army Core of Engineers, Department of Justice, Department of Interior, US Leaders, Environmental Protection Agency and NASA purposely hide a unique Global Medicine changing Drinking Water and Energy Resource deep under debtor's property that benefits millions of Americans in the Region?
  
2. Why did the Trustee, Luis E. Rivera II and lower Courts, deny conversion from Chapter 7 to Chapter 11 and hide an endless secret underground US Drinking Water Resource. The Resource is potentially the most valuable Health and Sustainability find on the Planet per many Oil Consultants who verified it at the property on record in April 2013.
  
3. Why did the Trustee and Courts deny Chapter 11 when a Party of Interest requested the Chapter 11 Conversion holding millions in permit plans to bring this unique Antioxidant Spring water with lower utility bills to the Tap of millions of Homes, US Soldiers and Businesses? The Resource and plans create a massive Cancer free housing boom that affects America's GNP.
  
5. Why did the Trustee Compromise leave the Debtor with only 95 acres of Homestead land instead of a minimum of 160 acres putting Debtor in a Zoning violation with Sarasota County?

**QUESTIONS PRESENTED – Continued**

5. Why did the Trustee write a Compromise that allowed 72 Partners LLC who signed the Compromise with the Trustee to file more lawsuits on the land again within days of the discharge, causing enormous emotional distress on the Debtors and other Parties of Interest?
  
5. Why did the Trustee and Daughtrey lawyers skip the evidentiary hearing on Water Supply and Title work the Judge recommended, wrote the compromise days later, and ignored all the exists to pump water, produce new medicine and label the Secret Resource simply as 'a Well'?
  
6. Why is a barrage of US Terrorist attacks, as evidence in Courts now timed with past critical court hearings for Bankruptcy and the pending foreclosure and lawsuits hidden from the Courts by the Trustee and hidden from the Media with such a valuable US Resource under attack?
  
7. Why are Leaders and Courts with the Trustee hiding endless National Defense Resource that submitted to over 15 Counties, over 60 Cities from Sarasota to Miami Florida, for a 300-mile Transmission to the Tap?
  
8. Why did Trustee hide critical information showing Wells Fargo Bank in Tampa stole over \$55,000.00 dollars of Debtors and their investor's money in 2012? Trustee had full knowledge at the 341 meetings and disclosed on the Bankruptcy petition.



## **PARTIES TO THE PROCEEDING**

The petitioners requesting to convert from Bankruptcy Chapter 7 to Chapter 11 are Cecil Daughtrey Jr. and Patricia Daughtrey, with a 2500ac Ranch located in Sarasota Florida.

The respondents are Trustee Luis E. Rivera II, of the US Middle District Courts of Florida.

In addition, Creditors 72 Partners LLC, a limited Florida Liability Corporation, is part of a written Trustee Compromise; and Professional Engineer Joseph D. Gilberti, Jr., P.E., President of LandTech Design Group, Inc., a limited Florida Liability Corporation, who is a Party of Interest.

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## **OPINIONS BELOW**

The Eleventh Circuit Decision, Case is reproduced in pages 1 thru 82 in Appendix I. The Decision is Official published on July 24, 2018 (11<sup>th</sup> Cir 2018), and is unofficially published at Law360 (July 25, 2018, 6:41 PM EDT).

## **JURISDICTION**

The Eleventh Circuit issued its decision on July 24, 2018. A petition for a Writ of Certiorari was postmarked on October 19, 2018, and was filed on October 23, 2018. The jurisdiction of this Court rests on 28 U.S.C. 1254(1).

## **CONSTITUTIONAL, STATUTORY AND REGULATORY PROVISIONS**

Section 706 of the Bankruptcy Code (11 U.S.C.) - Conversion provides in pertinent part as follows:

- (a) The debtor may convert a case under this chapter to a case under chapter 11, 12, or 13 of this title at any time, if the case has not been converted under section 1112, 1208, or 1307 of this title. Any waiver of the right to convert a case under this subsection is unenforceable.
- (b) On request of a party in interest and after notice and a hearing, the court may convert a case under this chapter to a case under chapter 11 of this title at any time.
- (c) The court may not convert a case under this chapter to a case under

chapter 12 or 13 of this title unless the debtor requests or consents to such conversion.

Section 704 of the Bankruptcy Code (11 U.S.C.) -- Duties of trustee provides in pertinent part as follows:

(a)The trustee shall—

- (1)collect and reduce to money the property of the estate for which such trustee serves, and close such estate as expeditiously as is compatible with the best interests of parties in interest;
- (2)be accountable for all property received;
- (3)ensure that the debtor shall perform his intention as specified in section 521(a)(2)(B) of this title;
- (4)investigate the financial affairs of the debtor;
- (5)if a purpose would be served, examine proofs of claims and object to the allowance of any claim that is improper;
- (6)if advisable, oppose the discharge of the debtor;
- (7)unless the court orders otherwise, furnish such information concerning the estate and the estate's administration as is requested by a party in interest;

Section 322 of the Bankruptcy Code (11 U.S.C.) - Qualifications of Trustee provides in pertinent part as follows:

- (a) Except as provided in subsection (b)(1), a person selected under section 701, 702,

703, 1104, 1163, 1202, or 1302 of this title to serve as trustee in a case under this title qualifies if before seven days after such selection, and before beginning official duties, such person has filed with the court a bond in favor of the United States conditioned on the faithful performance of such official duties.

- (b) (1) The United States trustee qualifies wherever such trustee serves as trustee in a case under this title.
  - (2) The United States trustee shall determine—
    - (A) the amount of a bond required to be filed under subsection (a) of this section; and
    - (B) the sufficiency of the surety on such bond.
- (c) A trustee is not liable personally or on such trustee's bond in favor of the United States for any penalty or forfeiture incurred by the debtor.
- (d) A proceeding on a trustee's bond may not be commenced after two years after the date on which such trustee was discharged.

## STATEMENT OF THE CASE

The Bankruptcy Code offers debtors different remedies under its different Chapters. Most debtors qualify for relief under more than one Chapter. The debtor's choice of a particular Chapter is determined by the cost of proceedings under it and the remedies it provides.

### Abuse of Trust: Breach of Fiduciary Duty by the Trustee:

This case is significant because it implicates the rights of parties to a bankruptcy case in the context of legal malpractice. The timing of the legal malpractice is significant. Whether a party's legal rights will be limited or expanded will depend on the timing of events. If malpractice occurred before liquidation, the malpractice claim, and the proceeds flowing from it, belongs to the estate. In this situation, the estate is expanded to include any legal claims against the bankruptcy attorney who commits fraud, misrepresentation, or any other kind of malpractice that is injurious to the value of the estate. Third Party claims are in discovery against the Trustee working with 72 Partners LLC and local leaders to hide this resource in Sarasota case and a recent Notice of Intent to sue the EPA.

Throughout the entire Bankruptcy the Trustee lied about attending 341 meetings, hid the Chapter 11 exits provided with plans and permits from our professional engineer and never got any true experts to determine the land, mineral and Water Supply

value. As well as its ability to pay back all Parties of Interest.

The Trustee was never qualified to determine value of Phosphate minerals, Mining compacts nor Water Supply and ignored all of it to service, permitting and millions in engineering work paid for by the Debtor to the local water supply region. The Trustee was grossly negligent in not hiring the proper engineers and consultants to determine the property value and its exits as a function of permits, minerals, water supply future revenues and true value.

The minerals on the property were deeded to the Engineer Joseph Gilberti PE years before the bankruptcy filing. The Trustee stole them in the compromise causing more litigation and hid the Water Supply from millions of Citizens to collect a quick service fee.

The Trustee never notified the \$48,000,000 Union Bank blanket bond for surety and within weeks after the compromise lawsuits hit from Parties of Interest in the millions, which the Compromise allows.

The Trustee caused more litigation and distress to the Debtors who are capable of paying all creditors with this Unique Resource in Chapter 11. The Trustee and lower Courts hid the Water Supply critical for Medicine and America from the Public and Courts, with Debtors lawyers to steal the land, calling a massive underground River deep below simply a 'Well'.

The Trustee compromise only left Debtor 95 acres of Homestead property instead of 160 acres required by Florida Homestead law in unincorporated areas of a County. This has put debtor in a Sarasota County zoning violation, causing more emotional distress and damages to the project, investors and parties of interest.

All lawyers during the foreclosure and bankruptcy took thousands of dollars of debtor's money but refused to bring up the hidden Water supply; Minerals that service a massive mining compact that pays a minimum of \$57 million, exit strategies, pull title policies or show the Mortgage was invalid.

The legal description has NO CHAIN of Title; hence, a pending foreclosure, which the Trustee hid to force the compromise with lies saying the Foreclosure, is over. Quiet title cases in Sarasota for by 72 Partners vs Joseph Gilberti, 2016 CA 000205 NC were withdrawn by 72 Partners last November 2018 due to New critical information shows that members of 72 Partners, Kenny Harrison sit on Peace River Manasota Water Supply Boards for FDEP and Southwest Florida Water Management districts. These agencies stole over \$500,000,000 dollars of US Federal monies to build a massive ZIKA pond reservoir for water so called water shortages knowing this site had an endless alkaline underground river next to their system for decades with a syndicated group tied to EPA Agencies, Wall Street, Department of Justice, Hospital Boards and Political leaders in the Region. See Appendix II exhibits of RV Griffin Reservoir built after Hurricane Charlie and Sarasota County using Florida Forever Trust funds to pay off local commissioners living next



door to hide this US resource for decades and its ability to charge four counties in months with Alkaline Spring water vs RED TIDE River water and arsenic treated ground water utilized today.

In this case, the Petitioner, the Debtors, sought to reorganize under Chapter 11 Bankruptcy with many exists from the permitting Water supply and secret Resource. When debtor tried to submit the Chapter 11 petition the clerk would not take in the petition unless it was Chapter 7 when the debtor tried to submit, on December 7, 2013. A Chapter 7 was filed the next day due to the land heading to a sale, which debtor never knew existed until after the Foreclosure trial was over, that did not provide Debtor Notice of Trial.

The Day of the prepared Bankruptcy Chapter 11 filing Hillsborough Police officers stormed into Debtor's engineer's home, Joseph D. Gilberti, PE while both parties were discussing exist strategies with permit plans, at gunpoint hours before the Chapter 11 filing, on December 7, 2018. They took Mr. Gilberti away for 70 days with a fake filing by Greenberg Traurig, Dave Weinstein who was fired by Debtor and is Israel Mosaic Phosphate chief council who owns 22,000 acres next door to debtor and Gilberti lands. Gilberti had all the plans and deliverables, and license to finish the Chapter 11 exits prepared with a Critical US Water supply pipeline to service millions of taps in FDEP and Federal ACOE permits.

Due to distress and no provided Notice of Foreclosure Trial in Sarasota Courts, case 2011 CA 004209 NC, debtor filed the Chapter 7 with the intent to later

convert the Chapter 11 after his Engineer was released from Jail for a dropped case created from Greenberg Traurig lawyers fired for conflicts with Israel Mosaic Mining next to our land. Greenberg was fired after finding conflicts this secret underground water resource and a Sierra vs ACOE Ft Meade mine case Dave Weinstein was on at the same time he was servicing debtor's property. In other words, we were forced to file Chapter 7 since local Police were kidnapping the only person who could provide the exits for Chapter 11.

The Foreclosure Trial was held on Columbus Day, October 14, 2013, set by debtors attorneys, Michael Owen, PA who were fired for hiding the resource and issues of Title the Invalid Mortgage has still pending in courts. Why would a fired Lawyer, Mike Owen, P.A. set trial days after being fired. Then suddenly an E-File management system Meta Data transfer mandate in Florida was timed on the so-called day of Notification, September 9, 2013 for an October 14, 2013 trial. Debtor would have won the Foreclosure case if he they were properly notified as the Mortgage is still invalid. The Sarasota Trial was held during an Obama HP Glitch Federal Shutdown for 13 days, timed with setting trial hiding a critical US Resource in permit.

Both BSFL and 72 Partners LLC are long time friends trying to serve a Global mining corporation called Israel Mosaic Phosphate next to debtors land to service a long debated Sarasota Mining compact that swings electoral votes timed with payoffs to Commissioners through Water Supply loafing along Peace River Water Supply system. These Sierra vs ACOE cases against FDEP Water and mining

permitting using high power lawyers such as Greenberg Traurig and Foley Lardner in the Tampa region of West Florida for decades via Florida Water Wars and Phosphate mining compacts. Sarasota County located in the Mosaic Phosphate district. This FDEP mining permit is showing the intent of local leaders, lawyers, Trustee and courts to hide this Critical US Drinking water resource from millions of Taps to keep Cancer rising and work a Mining Compact declined at \$57million in 2007 by Sarasota commissioner as the amount wasn't enough.

The debtor never had a chance as the trial was railroaded by a massive group of Racketeering attorney Politician caught stealing Medicaid using poor Raw Water resources for decades surrounding this US hidden underground River. The debtor was denied by the clerk to file Chapter 11 and then turned in the Chapter 7 filing the next day as the clerk instructed, without knowledge of Bankruptcy as no attorney would tell the truth or if they did, they would not take the case at the time due to Political pressure on the hidden Water supply.

Debtors Engineer Joseph Gilberti PE, a party of Interest, tried to intervene in US Middle District courts, was willing to mitigate all debts as a payback plan, to get this Water to THE PEOPLE immediately in an effort to lower Cancer Rates with a much higher Level of Service in Water supply to the Tap. This unique US Resource can create millions of Jobs, new medicine and save lives. Its plan produces over \$1million/day just in pumping rights, lowers utility bills to millions,

The Trustee is hiding this asset from THE PEOPLE and the Courts labeling it as just 'A Well', but its really access to a massive underground Alkaline Spring River with Magnesium and Calcium 7x higher than FIJI or any other natural spring water, with endless flow and capacity.

This Unique Drinking Water Resource in permit for a 300mile Transmission down I-75 in West Florida to serve over 10million homes with hundreds of millions of dollars in engineering and consulting work, plans submitted by Debtors Engineer Joseph Gilberti PE of LandTech Design Group. The first pipe phase is ready to fund, is only 9miles and can generate \$75,000/day, lower water bills to the tap, not counted medicine and bottling rights and funds.

2. On September 21, 2014, petitioner filed a motion to convert to Chapter 11 (reorganization) pursuant to 11 U.S.C. 706(a), and objected to the trustee's written Compromise to unsecured Creditor 72 Partners LLC. Petitioner explained at the 341 meeting to the Trustee that at the time he filed for relief under Chapter 7, he tried to file Chapter 11 but the Clerks would not take the petition. The Petitioner knows with the permitting and local demand, with this EPA hidden deep underground Unique Drinking Water Resource believes this case is an appropriate case for reorganization under Chapter 11" where "the debtor is entitled to deal with the assets \* \* \* pursuant to a plan of reorganization.

3. Since the Trustee's written Compromise that discharged a Quit Claim Deed, subject to liens and litigation, many more lawsuits have been filed

which defeats the purpose of the Bankruptcy protection.

4. The Trustee skipped an critical Evidentiary hearing the US Middle District Judge Delano asked for on April 18, 2014. This evidentiary hearing would show the Mortgage from the debtor, 72 Partners and the Trustee had not Chain of Title, as the Mortgage is invalid.

5. Current Lawsuits in Sarasota case 2011 CA 004209 NC, 2015 CA 006544 NC and 2016 CA 000205 NC show evidence of Title issues and surrounding US Terrorist attacks timed with subduing our Engineer who found the Secret Resource and is permitting the project. See Appendix II for Exhibits and public records in over 15 Counties and 45 Cities solving Florida water wars.

#### **REASONS FOR GRANTING THE PETITION**

Bankruptcy code allows and debtor to convert from Chapter 7 to Chapter 11 per Section 706 of the Bankruptcy Code (11 U.S.C.) -Conversion provides in pertinent part as follows:

- (a) The debtor may convert a case under this chapter to a case under chapter 11, 12, or 13 of this title at any time, if the case has not been converted under section 1112, 1208, or 1307 of this title. Any waiver of the right to convert a case under this subsection is unenforceable.
- (b) On request of a party in interest and after notice and a hearing, the court may convert

a case under this chapter to a case under chapter 11 of this title at any time.

Joseph Gilberti the Debtors engineer has millions in services we can pay back and it avoids other creditors like 72 Partners from potentially losing land from the compromise that has them both in litigation and holding up the Water supply to millions from the Trustee Compromise that wanted a fee for sale. A party of interest has requested this conversion through LandTech Design Group and Mr. Gilberti so it should be approved.

All damages can be paid to all creditors and debtors by the Blanket bond due to malpractice and negligence by the Trustee and more hiding this US Resource for large corporations in a massive racketeering act for Eugenics through Water Supply in the Region that is obvious.

All parties of interest and the Debtor can be more benefited with the Chapter 11 payback utilizing this Resource and debtor's investors, parties of interest plans and permits in demand for Water supply in the Region. This massive Florida project is held up by the Trustee Compromise and has caused many lawsuits within days of the compromise on the land, destroying the intent for Bankruptcy protection.

The Critical US Resource for Drinking Water Resource hidden by US Leaders, Media, the US Trustee under the Debtors land that has permits for mining and infrastructure plans to millions of Taps, to provide a Region with Water Supply Sustainability. This Resource can payback creditors in a Chapter 11 protection and debtors can keep save the land for their family. It was purposely omitted

from Debtors lawyers and the Trustee to hide it from Millions of People, keep cancer rates rising at the Tap, with a syndicated group of Medicaid Fraud operations led up by Governor Rick Scott, ex-President Obama and a long list shown in other courts being processed as a function of this Compromise. The Trustee Compromise condemns the debtor from opportunities to help protect his family and US Citizens.

The Trustee and his subcontracted lawyers failed their Fiduciary Duty on the Estate and hid the US Resource that may very well be America's No1 Asset for US National Defense, Medicine production and knowledge that opens many more similar in Nature across the Globe, potentially ending World Hunger and reasons for wars, oppression and immigration problems.

The Trustee failed is fiduciary duty as a Lawyer and Trustee and wrote an ILLEGAL or Fraudulent Compromise to hide the Resource, caused more litigation, distress to the Debtor, Creditors, and Parties of Interest and failed to notify Union Bank blanket bond that was valued 10x the amount of the Fraudulent Discharge. All parties and the bond are now potentially more damaged than if the bond was called in earlier. But worst of all many lives went by with Cancer rates and young children have died from poor Water Supply coming from RED TIDE Rivers and Desalinization plants that could have Alkaline mineral antioxidant less expensive spring water.

United States Court of Appeals, Fifth Circuit.  
IN RE: ROBERT DEAN SCHOOLER; TINA MARIE  
SCHOOLER, Debtors LIBERTY MUTUAL  
INSURANCE COMPANY, Appellant v. UNITED  
STATES OF AMERICA BY LAMESA NATIONAL  
BANK, Appellee  
12-10677 No.

Decided: August 06, 2013

Before KING, DAVIS, and ELROD, Circuit Judges.

After a trial on Lamesa's claim, the bankruptcy court concluded that the trustee had committed gross negligence, causing damages to the bankruptcy estate in the amount of \$112,247.66. In 2009, the United States by Lamesa National Bank filed suit against Liberty Mutual Insurance Company, asserting that Liberty Mutual was liable under a federally-required surety bond for the alleged misconduct of its principal, a trustee in a Chapter 7 bankruptcy proceeding.

### CONCLUSION

The judgment of the court of appeals should be reversed.



**APPENDIX VII**

**LANDTECH DESIGN GROUP, INC**

Planning, Engineering & Consulting Services

385 Donora Blvd

Fort Myers Beach, Florida 33931

813-470-6000 Direct

[gilberti.water.company.fl@gmail.com](mailto:gilberti.water.company.fl@gmail.com)



January 30, 2019

Office of Governor Ron Desantis

State of Florida

The Capitol

400 S. Monroe St.

Tallahassee, FL 32399-0001

(850) 717-9337

**US PRIORITY MAIL**

**PROJECT: CLOSER TO THE HEART – Spring Water Transmission System**

Florida's 300 Mile Antioxidant Spring Transmission System

Sarasota to South Florida – 10 Million Real USA Jobs

- RE:**
- (1) Invitation to our Property with a Secret Underground River of Alkaline Mineral Spring Water available to the Tap of Millions of Homes, Schools and Businesses, creating millions of Real Jobs, lowers Cancer and Utility Bills
  - (2) Request for Special Presentation & Workshop

Dear Governor Ron Desantis:

Enclosed herewith are proposed Alignment Plans for a large Alkaline Spring Water transmission system serving over 750 MGD of Clean Natural Spring Water to West & South Florida existing Treatment facilities to be converted to Spring Water Filtration facilities from our property located at 9438 Daughtrey Road, Sarasota, Florida 34266.

We are offering Natural Cancer preventing Alkaline Mineral Spring Water to your millions of Floridians providing **LESS EXPENSIVE AND MUCH HIGHER WATER QUALITY TO OVER 10 MILLION FLORIDA HOMES & BUSINESSES WITH LOWER UTILITY BILLS AND LOWER CANCER RATES** with this Transmission system extension. Phase 1 has been submitted to FDEP in Tallahassee for State Revolving Funding over a year ago that can service Sarasota to Naples west of I-75 within 9months and over 3million homes as all towns interconnect from Hurricane crossovers with just one 9mile pipe and a few upgrades, costing less than \$60million dollars.

We have presented this World hidden Resource to multiple County Commissions from Tampa to Miami, Peace River Manasota Water Authority and Southwest Florida Water Management over the years since 2012. During this discovery of a World Resource

approximately 2000ft below my land in Sarasota, which it tied to a much deeper Ocean, I have been subdued by illegal Police Reports, crooked FBI agents timed with US Terrorism acts to subdue me while attacking our property in courts, to defame and deter the resource and the Public; or even scare many American People, investors and businesses from being involved.

Governor Rick Scott and Obama together with many large corporations like Mosaic Mining, Seminole Tribe Casino, FPL, Duke Energy, EPA, FEMA, Water Districts and Department of Justice have worked in a massive Racketeering operation to not only attack my family, but yours and millions of others through Water Supply Eugenics. They are purposely hiding this site that teaches Mankind how to find more. I have attached files and our motion to intervene in the Trump Shutdown Lawsuit in Washington DC, Case No 1:19-cv-00051 with Judge Richard Leon.

To avoid any confusion, I ask you simply contact me by phone, letter or email, send a water testing Lab to our Ranch in Sarasota and verify this water resource's quality in ONE HOUR which has never been seen on Earth for health readings, capacity and production, and has been verified by our third party consultants and Worldwide Oil drillers.

This Resource affects not only Water Quality to million of homes, but Medicine, Magnetic propulsion, Energy production, computer parts and National Security and Defense.

I am a Florida Professional Engineer for over 20years, graduated from the University of Florida, and have Jon Iglehart the FDEP Fort Myers Director trying to help for years who assisted me in the Tallahassee SRF Funding application on January 28, 2018 (a year ago). It seems we have a massive group of Wall Street Big Pharma crooks, Leaders, Lawyers, Judges, Engineers, Police Departments, Fire Departments, Water boards, School Boards along West Florida and South Florida working with this corrupt Southwest Florida Water Management District and South Florida Water Management District to hide this Resource and many more from THE PEOPLE and our Soldiers. These Florida Lawyers, Engineers, Hospitals and bankers are stealing MEDICAID with land Developers have been diligently working with Media and Lobbyist through two full Presidential elections to stop this critical US Resource to THE PEOPLE, their homes taps, research for Universities and all Humanity that need this Resources and its geotechnical knowledge to find more.

Water Supply Quality and Sustainability starts with the Raw Resource and should be obtained and utilized using FDEP 62-555(310) F.A.C. adopted through Congress Clean Water Act of 1974 in which this West Florida Regional Water supply Board known as Peace River Manasota Water Supply with these groups are purposely failing their ethical and fiduciary duty as US Citizens and Civil Servants with the EPA, FEMA, Southwest Florida Water Management District staff and funding boards.

They are working with Hospital foundations and are selling trial and dangerous medicine, by increasing Cancer and Disease rates with poor Raw Resources to the Tap and bottling production using Raw Resources in arsenic ground water and Red Tide Radioactive mining spills along multiple counties within the Peace River corridor, see DOAH Case 18-3276. They are mixing different treatment facilities causing more unknown contaminants tide to RED TIDE Gulf transitions areas along Peace River, with open to the Sky Reservoirs (ZIKA PONDS) subject to breakdowns in Hurricanes, such as Hurricane Charlie where over \$500,000,000 million was stolen from 50 States to build RV Griffin Reservoir in Desoto County in 2009. This corrupt massive clan is utilizing an old system from General Development Corporation, to keep a Lower Level of Service in Water Supply to fill Cancer Centers with Tampa USF-Moffit, Sarasota General, and Lee Health Systems all quarterbacked by ex Governor and Medicaid Fraud Senator Rick Scott.

Please see the attached files sent to Washington DC Attorney Generals office, Senate and Trump Shutdown lawsuit (Case 19-cv-00051) and cases in Sarasota County, US Middle District courts and Department of Administrative hearings where my land and this US underground Secret Resource is still under attack by a Tampa to Miami Leaders, Lawyers, Hospitals, Engineers and Tax base agencies in a click involving 72 Partners LLC, Blue Gold Bush Family, Obama, Clinton, Tampa Bay Rough Riders, C1 Bank, Moffit Cancer Center-Research, Hospital Foundations and Water Boards with local huge land Developers like Pat Neil, Lennar, Benderson and Debartolo who have been targeting this site with Mosaic Phosphate for decades.

We hope you will take this invitation and also order a water health scan through a lab test that takes five minutes with your staff to contact and send them to our ranch as I have the deeds to the land to give you and they access. Then schedule at meeting onsite at the property and please bring President Trump and the US Military as this site is CRITICAL to National Defense. **We have National Guard maps from the inside that show these are the only wells labeled as Clean Water in a Cold War scenario across the United States.** We hope you can invite President Trump as unless anyone on this Planet can core a hole in the ground and find water of this quality tied to an underground River tied to a massive deeper Ocean of medicine changing Water that's been flowing millions of years hidden in the Swamp, then I think a Leader needs to Preside this US Resource IMMEDIATELY to the American People. I think this resource and its knowledge is more important than all of us as it helps Humanity find more in Days and could end reasons for Hunger and Wars, via Gilberti KT Hypothesis.

Gilberti KT Hypothesis derived from this sites indicators states access to Secret Underground oceans from large history meteor impacts titled Florida Platforms giving access to Oceans beneath Earth and is causing leaks available within 6miles drilling depths. Therefore, the Oil, Mining and Energy corps know or can quickly find where many more are located with NASA and Underground Military bases that can be delivered to millions of People homes and businesses with the US Military. Much more valuable than building a Wall and actually pays for the proposed Wall too. The Yucatan meteor

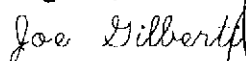
hit (KT Event) tilting Florida platforms and something very unique and endless is flowing 2000ft below in an isolated area of our Ranch in Sarasota.

Please realize this is a Florida and World Water War (See Florida Water Wars – North South Conflict) tied to Global Eugenics and Military complex affecting National Security and Defense. Being a decorated Soldier I am sure you understand the importance of getting this Water mixture to our Soldiers, President, Congress, Universities and THE PEOPLE for their needs and millions of Florida home Taps and research for real medicine production.

Please contact us at your earliest convenience to discuss this Natural Resource with you in person and our consultants.

**LANDTECH DESIGN GROUP, INC.**

Regards,



Joseph D. Gilbert, Jr., PE

President

Cc:\ President Trump, Congress, Involved Municipalities & Agencies

Enclosure



**Florida Department of Environmental Protection**

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Noah Valenstein  
Secretary

South District  
Post Office Box 2549  
Fort Myers, Florida 33902-2549  
*SouthDistrict@dep.state.fl.us*

October 6, 2017

**ELECTRONIC MAIL**

Mr. Joseph D. Gilberti  
LandTech Design Group, Inc.  
385 Donora Blvd.  
Fort Myers Beach, FL 33931  
Email: [gilberti.water.company.fl@gmail.com](mailto:gilberti.water.company.fl@gmail.com)

RE: Application for Filtration and Transmission – 300 mile Transmission from Sarasota (Source) down I-75 to South Florida - Servicing Sarasota, Charlotte, Desoto, Lee, Collier, Dade, Broward, Palm Beach & Monroe Counties.

Dear Mr. Gilberti:

Thank you for submitting the permit application referenced above. The Department of Environmental Protection (“Department”) received the application on September 27, 2017.

To be considered by the Department, each application must be accompanied by the proper processing fee. No fee was received with the above referenced application. Recent Emergency Orders related to Hurricane IRMA did not waive permit application fees for proposed new utility infrastructure construction.

The Department takes notice that the construction proposed in the permit application falls under the delegated regulatory authority of multiple primacy agencies as shown below:

PORTION OF PROJECT	PRIMACY REGULATORY AGENCY	CONTACT INFORMATION
Construction of a drinking water treatment plant to include filtration in Sarasota County.	Department of Health in Sarasota County	DOH Sarasota County 1001 Sarasota Center Blvd. Sarasota, FL 34240 941-861-6133
Water Main Construction in Sarasota County.	Department of Health in Sarasota County	DOH Sarasota County 1001 Sarasota Center Blvd. Sarasota, FL 34240 941-861-6133

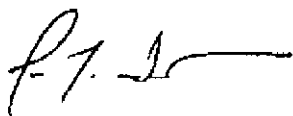
Mr. Joseph D. Gilberti  
LandTech Design Group, Inc.  
October 6, 2017

Water Main Construction in Charlotte, DeSoto, Collier, and Monroe Counties.	DEP South District Office. Fees for this portion of the project are \$900 for each county permit, for a total of \$3,600.	Letterhead Address Above.
Water Main Construction in Lee County.	Department of Health in Lee County	DOH Lee County 60 South Danley Drive Fort Myers, FL 33907 239-274-2200
Water Main Construction in Dade County.	Department of Health in Miami-Dade County	DOH Miami-Dade County 1725 NW 167th Street Miami, FL 33056 305-623-3500
Water Main Construction in Broward County.	Department of Health in Broward County	DOH Broward County 2421 SW 6th Avenue Operations Building 2nd Floor Ft. Lauderdale, FL 33315 954-467-4700 Ext 4231
Water Main Construction in Palm Beach County.	Department of Health in Palm Beach County	DOH Palm Beach County 800 Clematis Street West Palm Beach, FL 33402 561-837-5900

For proper permit application processing, LandTech Design Group, Inc., will need to submit an appropriate permit application for each portion of the project to the appropriate delegated regulatory primacy agency. Please verify the appropriate application processing fee with each agency as the fees may vary from county to county.

The Department and the other delegated regulatory authorities cannot take further action until appropriate applications and the correct fees are received.

Sincerely,



Jon M. Iglehart  
Director of District Management  
South District

JMI/GM

cc: DOH Broward, [Post\\_CHD006@flhealth.gov](mailto:Post_CHD006@flhealth.gov)  
DOH Sarasota, [DOHSarasotaEH@flhealth.gov](mailto:DOHSarasotaEH@flhealth.gov)  
DOH Lee, [LeeCHDEEFeedback@flhealth.gov](mailto:LeeCHDEEFeedback@flhealth.gov)  
DOH Palm Beach, [chd50feedback@flhealth.gov](mailto:chd50feedback@flhealth.gov)  
DOH Dade, [contact.miamidade@flhealth.gov](mailto:contact.miamidade@flhealth.gov)  
FEMA, [Paul.Williams6@fema.dhs.gov](mailto:Paul.Williams6@fema.dhs.gov)

## LandTech Design Group, Inc.

Planning, Engineering and Consulting Services  
385 Donora Blvd  
Fort Myers Beach, FL 33931  
813-470-6000 Office  
[gilberti.water.company.fl@gmail.com](mailto:gilberti.water.company.fl@gmail.com)

HAND DELIVERED and Copied US Mail

September 27, 2017

Mr. John Inglehart  
Director of Department of Protection, South District  
2295 Victoria Avenue  
Fort Myers, Florida 33901  
239-344-5600

**RE: Closer to the Heart Antioxidant Spring Water Transmission – New Global Natural Resource discovered for National Defense and FEMA Disaster Recovery Program for a Sustainable Water Supply in South Florida**

Florida Department of Environmental Protection Application for Filtration and Transmission – 300mile Transmission from Sarasota (Source) down I-75 to South Florida – Servicing Sarasota, Charlotte, Desoto, Lee, Collier, Dade, Broward, Palm Beach & Monroe Counties.

World & US Natural Drinking Water Resource Location: 9438 Daughtrey Road, Sarasota, Florida 34266. End of Clark Road in Lower Sarasota Myakka Peace River Region.

Dear Mr. Inglehart:

Enclosed herewith are alignment plans and support documentation regarding the above referenced project for Water Filtration and Transmission review that was submitted in 2013 with a full application fee of \$10,300.00 dollars. The file was originally submitted to the Health Department to disclose the unique readings to Tampa and Sarasota, Florida office than transferred to your office December 31, 2013 by Brian Dietz, P.E. to James Oni, P.E. as we discussed on September 7, 2017 just before Hurricane IRMA hit on September 10, 2017 in the Southwest Florida region. My electrical power has just been turned on so I was a bit slow on getting this information resubmitted as we discussed for Disaster Recovery Relief for Hurricane IRMA and future Disasters that will surely come in the Tropics of Florida.

On the FDEP application, I am asking to implement Executive Order 17-235 to waive all fees and local signatures from County officials as the treatment is negligible as this spring water is the healthiest untouched in the World, from our private property, and most of the pipeline is on the FDOT Right of way. And my last review was basically hidden or ignored and we paid \$10,300.00 already. We want to include the leaders and staff at the county who all have the plans for years now but also want to avoid games to expedite this water as Disaster Recovery not an Election for Senator or next President? We need the diligence by the Health Department Agency, FEMA and the Military at this point of the Natural US Water Resource on my land in Sarasota that can feed all Floridians with a Much higher level of service in quality and Disaster Recovery. The system is planned with EOC designated along evacuation



routes I-75 at repump stations. This is THE PEOPLES Water to the Tap, and the Military needs it for multiple purposes I cannot disclose related to magnetic propulsion, bio-hazard defense systems and computer parts and new medicines abroad.

The source is located on Clark Road at 9438 Daughtrey Road, Sarasota Florida 34266 approximately 1500 feet below the Ranch in the Lower Floridan discovered in 1969 by the a deep Floridan well used for agricultural purposes. Many out here didn't realize what they had, nor was the population triggering expertise to justify its existence and value to Mankind. It's a Unique Resource that shows an underground Alkaline Mineral River in the Rocks larger than Niagara Falls and flowing millions of years via geological indicators and more we can discuss once a simple water quality test is verified by your office.

We are showing essential minerals of Calcium and Magnesium 1x higher magnitude than FIJI bottled water from overseas, with pH=7.49 and chlorides very low showing an Antioxidant reading never seen on the planet with the two essentials for Humans. This molecular mixture may change most Medicines and much of the questions we have had on evolution in regard to Earth Science and Water Origins. Nevertheless, let's get this Ocean tied into the infrastructure to lower Healthcare cost, sick people while causing a housing boom never seen on the Planet before. Why spend money on Walls of Hate and Fear when one 7' diameter pipe can support most all of Miami-Dade County with 300mgd of this wonderful new water reading and endless resource.

This project was submitted in 2013 and can be reactivated under this Disaster Recovery phase with Hurricane IRMA. I have a program to split Peace River System at Longino Ranch and utilize the RV Griffin Reservoir for a future Power plant needed with the growth and demand for high quality spring water homes. Just as Flint Michigan home values went down, this will cause home value to rise and economics to stabilize while protecting Americans in Natural Disasters with much lower costs and hassles!

This water is a huge Cancer antioxidant and tap water is based on Cancer Rates. We want to impose FDEP 62-555(301) for Raw Resources and deliver as much Engineering product with access to the Resource for the People with ready to drink sparking spring water. An ENDLESS unique Florida Drinking Water and Medicine resource with massive pumping capacity to serve millions of People.

I put a copy of Governor Rick Scotts Executive Order 17-235 in this package for your convenience. Considering the recent issue on the Assisting Living Facility in Hollywood Hills and Marco Island Boil Water notice who should already have this water at the Tap by now since the 2013 submittal, I suggest FEMA and FDEP from all offices this pipeline can serve in Florida to come to our site with 4000-gallon water trucks, fill up for FREE, install 10,000 gal above ground tanks at \$5,000/each at central locations so Citizens can fill up Jugs and bottles for FREE versus buying bottled water at stores and driving around the flooded streets? Also the Schools and Hospitals should have large Hydropneumatics tanks with Truck fleets available to fill up as this source is artesian if I sleeve down to 1100 feet year round.

Other items such as the original application mail receipt, alignment plans to serve existing Water plants with Water 10x healthier than FIJI Water, pump stations approximately 10-20 miles down I-75 with 2 EOC's per County in West Florida and more toward south Florida higher populations.

I also included the FDEP on file current Arsenic Variances currently imposed to millions of Homes and businesses in this service area due to utilizing Raw Drinking Water Resources from surface rivers and everglades polluted ground water that is rising from population, agriculture, storm disasters, pollution and more. These unique isolated Spring Water Rivers are potentially everywhere across the USA and Earth hydrating the Oceans we see above, and may also be accessible if within 6miles depth and help communities such as Flint Michigan if this knowledge I have is put on TV. Gilberti KT Hypothesis and this site is showing Meteor impacts are giving access to Oceans Beneath Earth that maybe generated from within Earth like LAVA versus ICE Comet Theory. If this is true, all Environmental Rules and World Trade may be affected to the GOOD! Everything goes up in LEVEL OF SERVICE.

Please set a meeting with staff to determine the fastest way to get these sites natural resource to the right people to simple do a diligence for a few hours. A pump report and water health scan.

I have the deeds and the documents to expedite the US Military, FEMA, EPA, ACOE and more to finalize the size per demand to 2050, order the pipe and then final the plans with an after the fact permit based on Stafford Act 6.11 (Zika causing RV Reservoir and CW Bill Young Reservoir exposed to Drones) and FEMA Disaster Recovery programs as well as motions in the Executive Order 17-235 we are in today with Hurricane IRMA with more Hurricanes like Maria in the Caribbean now.


Please consider the enclosed plans and supporting documentation for review and route all to every Health department from Sarasota to South Florida including County Engineering departments for Transmissions if possible. I will do the same as I believe President Trump, FDEP, FEMA and Florida Citizens have a terrific opportunity to open Natural Resources across Earth with this site if your office and the others come together like Americans and simply do the few hours of diligence. It could save millions of lives for many years to come. 20,000 kids per day die of Blue Gold Water Wars around the Globe and the World Health Organization is hiding this with Rothschild World Bank and Israel Mosaic Fertilizer that allows President Trump and Congress to negotiate all US Debt down to ZERO too! So please EXPEDITE this resource to the President Trump and FEMA immediately as this opens money up for both and all America. A private European bank who owns our dollar is hiding our No1 Resource with EPA and UN with Rothschild and we have the Proof with Mosaic Fertilizer and other cases ongoing.

I suggest forwarding this packet to all Hospitals and President Trump considering the Water Readings and capacity available as well as the actions that transpired to hide this Resource by Corporate groups overseas and abroad we all witnessed these past few years which tells us all with common sense this is a REAL OPPORTUNITY for America!

If you have any questions, please do not hesitate to contact our office at your convenience.

Sincerely,

LandTech Design Group, Inc.

  
Joseph D. Gilberti, Jr. PE., President

Cc: Agencies, Media, Leaders, Universities.

Enclosure



**APPLICATION FOR A SPECIFIC PERMIT TO CONSTRUCT PWS COMPONENTS**

See page 4 for instructions.

**I. General Project Information**

A. Name of Project: Closer to the Heart - 300mile Antioxidant Spring Water Transmission - Sarasota to South Florida

B. Description of Project and Its Purpose:

This project is a proposed Multi-Region Antioxidant Spring Transmission system including (3) 84-inch Antioxidant down I-75 from Sarasota to South Florida previously submitted in 2013 to SWFWMD, SFWMD, EPA, FEMA, Sarasota and Ft Myers health Departments and Engineering departments.

We are requesting ALL AGENCIES waive all permit review fees for Hurricane IRMA Disaster Recovery Program and Future Disasters issues eminent in this part of USA pursuant to Executive Order 17-235 by Gov Rick Scott (see attached). Also a request to contact FEMA, Gov Scott, Adam Putnam, FDEP, FDOH & EPA and to expedite the diligence of this Unique Natural Resource under our land, which we have access, showing a Massive 65ml year old underground Antioxidant Spring River approximately 2000' below, with Health reading NEVER SEEN ON PLANET EARTH TIED TO OCEANS, near Peace River Water Plant and Carlton Water plant with FDOT Corridor. FDOT has Alignment plans in District 1,3,4,5,6 & 7 for over 4yrs as well with Unique Water Readings. EOC plants along 20mile repump stations along I-75 and potentially natural flow if power is out due to upstream elevations at point source demonstrating even more Value to millions of People for health care level of service and Disaster situations like Hurricane IRMA

C. Does project create a "new system" as described under subsection 62-555.525(1), F.A.C.?  Yes, and a completed copy of Form 62-555.900(20), New Water System Capacity Development Financial and Managerial Operations Plan, is attached.  No.

D. Location of Project

1. County Where Project Located: Sarasota, Charlotte, Lee, Collier, Dade, Broward, Palm Beach and Monroe Counties

2. Description of Project Location:

Project Underground Antioxidant River is located at 9438 Daughtrey Road, Sarasota, Florida 34266. Two parcels in Sec 1 & 2, Sarasota County on north side of Clark Road, owned by Joe Gilberti since 2013.

3. Latitude and Longitude of Each New Treatment Plant and Each New Raw Water Source (attach additional sheets if necessary):

Name of New Treatment Plant or Raw Water Source	Latitude	Longitude
	° ' "N	° ' "W
	° ' "N	° ' "W
	° ' "N	° ' "W
	° ' "N	° ' "W
	° ' "N	° ' "W

E. Estimate of Cost to Construct Project: \_\_\_\_\_

F. Estimate of Dates for Starting and Completing Construction of Project: \_\_\_\_\_

G. Applicant

PWS/Company Name: <u>LandTech Design Group, Inc.</u>		PWS Identification No.:*	
PWS Type: <input checked="" type="checkbox"/> Community <input type="checkbox"/> Non-Transient Non-Community <input type="checkbox"/> Transient Non-Community <input type="checkbox"/> Consecutive			
Contact Person: <u>Joe Gilberti PE</u>		Contact Person's Title: <u>President</u>	
Contact Person's Mailing Address: <u>385 Donora Blvd</u>			
City: <u>Ft Myers Beach</u>		State: <u>Florida</u>	Zip Code: <u>33931</u>
Contact Person's Telephone Number: <u>813-470-6000</u>		Contact Person's Fax Number: _____	
Contact Person's E-Mail Address: <u>gilberti.water.company.fl@gmail.com</u>			

\* This information is required only if the applicant is a public water system (PWS).

H. Public Water System (PWS) Supplying Water to Project

PWS Name: <u>Closer to the Heart - Antioxidant Spring Water Transmission</u>		PWS Identification No.:	
PWS Type: <input checked="" type="checkbox"/> Community <input type="checkbox"/> Non-Transient Non-Community <input type="checkbox"/> Transient Non-Community <input type="checkbox"/> Consecutive			
PWS Owner: <u>LandTech Design Group, Inc.</u>			
Contact Person: <u>Joe Gilberti PE</u>		Contact Person's Title: <u>President</u>	
Contact Person's Mailing Address: <u>385 Donora Blvd</u>			
City: <u>Ft Myers Beach</u>		State: <u>Florida</u>	Zip Code: <u>33931</u>
Contact Person's Telephone Number: <u>813-470-6000</u>		Contact Person's Fax Number: _____	
Contact Person's E-Mail Address: <u>gilberti.water.company.fl@gmail.com</u>			

**APPLICATION FOR A SPECIFIC PERMIT TO CONSTRUCT PWS COMPONENTS**

Project Name: Closer to the Heart - 300mile Antioxidant Spring Water Transmission Applicant: Joe Gilbert, PE

**I. Public Water System (PWS) that Will Own Project after It Is Placed into Permanent Operation**

PWS Name: Closer to the Heart - 300mile Antioxidant Spring Water Transmission - Sarasota to South Florida		PWS Identification No.:	
PWS Type:*	<input type="checkbox"/> Community	<input type="checkbox"/> Non-Transient Non-Community	<input type="checkbox"/> Transient Non-Community
<input type="checkbox"/> Consecutive			
PWS Owner: TBD			
Contact Person: TBD		Contact Person's Title: TBD	
Contact Person's Mailing Address: TBD			
City:		State:	Zip Code:
Contact Person's Telephone Number:		Contact Person's Fax Number:	
Contact Person's E-Mail Address:			

\* This information is required only if the owner/operator is an existing PWS.

**J. Professional Engineer(s) or Other Person(s) in Responsible Charge of Designing Project\***

Company Name: LandTech Design Group, Inc.	
Designer(s): <b>Joseph Gilberti PE</b>	Title(s) of Designer(s): <b>President</b>
Qualifications of Designer(s):	
<input checked="" type="checkbox"/> Professional Engineer(s) Licensed in Florida - License Number(s): PE# 56079	
<input type="checkbox"/> Public Officer(s) Employed by State, County, Municipal, or Other Governmental Unit of State†	
<input type="checkbox"/> Plumbing Contractor(s) Licensed in Florida - License Number(s):^	
Mailing Address of Designer(s): 385 Donora Blvd	
City: Ft Myers Beach	State: Florida Zip Code: 33931
Telephone Number of Designer(s): 813-470-6000	Fax Number of Designer(s):
E-Mail Address(es) of Designer(s): <b>gilberti.water.company.fl@gmail.com</b>	

\* Except as noted in paragraphs 62-555.520(3)(a) and (b), F.A.C., projects shall be designed under the responsible charge of one or more professional engineers licensed in Florida.

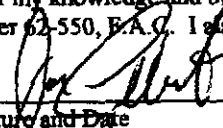
† Attach a detailed construction cost estimate showing that the cost to construct this project is \$10,000 or less.

^ Attach documentation showing that this project will be installed by the plumbing contractor(s) designing this project, documentation showing that this project involves a public water system serving a single property and fewer than 250 fixture units, and a detailed construction cost estimate showing that the cost to construct this project is \$50,000 or less.

**II Certifications**

**A. Certification by Applicant**

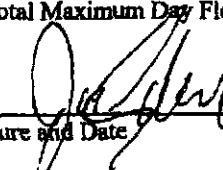
I am duly authorized to sign this application on behalf of the applicant identified in Part I.G of this application. I certify that, to the best of my knowledge and belief, this project complies with Chapter 62-555, F.A.C., and provides assurance of compliance with Chapter 62-550, F.A.C. I also certify that construction of this project has not begun yet.

	Joe Gilberti PE	President
Signature and Date	Printed or Typed Name	Title

**B. Certification by PWS Supplying Water to Project**

I am duly authorized to sign this application on behalf of the PWS identified in Part I.H of this application. I certify that said PWS will supply the water necessary to meet the design water demands for this project. I certify that, to the best of my knowledge and belief, said PWS's connection to this project will not cause said PWS to be, or contribute to said PWS being, in noncompliance with Chapter 62-550 or 62-555, F.A.C. I also certify that said PWS has reviewed the preliminary design report or drawings, specifications, and design data for this project and that said PWS considers the connection(s) between this project and said PWS acceptable as designed.

- Name(s) of Water Treatment Plant(s) to Which this Project Will Be Connected: Closer to the Heart
- Total Permitted Maximum Day Operating Capacity of Plant(s), gpd: 80 to 750 Mgd as it extends south down I-75 to each WTP
- Total Maximum Day Flow/at Plant(s) as Recorded on Monthly Operating Reports During Past 12 Months, gpd:

	Joe Gilberti	President
Signature and Date	Printed or Typed Name	Title

**APPLICATION FOR A SPECIFIC PERMIT TO CONSTRUCT PWS COMPONENTS**

**Project Name:** Closer to the Heart - Anticoagulant Spring Water Transmission      **Applicant:** Joseph D. Gilbert Jr., P.E.

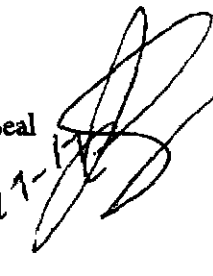
**C. Certification by PWS that Will Own Project after It Is Placed into Permanent Operation**

I am duly authorized to sign this application on behalf of the PWS identified in Part I.I of this application. I certify that said PWS will own this project after it is placed into permanent operation. I also certify that said PWS has reviewed the preliminary design report or drawings, specifications, and design data for this project and that said PWS considers this project acceptable as designed.

  
 Signature and Date \_\_\_\_\_ Printed or Typed Name **Joe Gilbert PE** Title **President**

**D. Certification by Professional Engineer(s) in Responsible Charge of Designing Project\***

I, the undersigned professional engineer licensed in Florida, am in responsible charge of preparing the preliminary design report or drawings, specifications, and design data for this project. I certify that, to the best of my knowledge and belief, the design of this project complies with Chapter 62-555, F.A.C., and provides assurance of compliance with Chapter 62-550, F.A.C.

Signature, Seal, and Date:  
  
 Affix Seal

Printed/Typed Name: **Joe Gilbert PE**  
 License Number: **56079**  
 Portion of Engineering Document(s) for Which Responsible:  
**Filtration & TRANSMISSION**

Signature, Seal, and Date:  
 Affix Seal

Printed/Typed Name:  
 License Number:  
 Portion of Engineering Document(s) for Which Responsible:

Signature, Seal, and Date:  
 Affix Seal

Printed/Typed Name:  
 License Number:  
 Portion of Engineering Document(s) for Which Responsible:

Signature, Seal, and Date:  
 Affix Seal

Printed/Typed Name:  
 License Number:  
 Portion of Engineering Document(s) for Which Responsible:

\* Except as noted in paragraphs 62-555.520(3) (a) and (b), F.A.C., projects shall be designed under the responsible charge of one or more professional engineers (PEs) licensed in Florida. If this project is being designed under the responsible charge of one or more PEs licensed in Florida, Part II.D of this application shall be completed by the PE(s) in responsible charge. If this project is not being designed under the responsible charge of one or more PEs licensed in Florida, Part II.D does not have to be completed.

## APPLICATION FOR A SPECIFIC PERMIT TO CONSTRUCT PWS COMPONENTS

**INSTRUCTIONS:** This application shall be completed and submitted by persons proposing to construct or alter public water system components unless such proposed construction or alteration is permitted under the Department of Environmental Protection's (DEP's) "General Permit for Construction of Water Main Extensions for Public Water Systems," in which case Form 62-555.900(7) is to be completed and submitted, or under the DEP's "General Permit for Construction of Lead or Copper Corrosion Control, or Iron or Manganese Sequestration, Treatment Facilities for Small or Medium Public Water Systems," in which case Form 62-555.900(18) is to be completed and submitted. Complete and submit one copy of this application to the appropriate DEP District Office or Approved County Health Department (ACHD) along with payment of the proper application processing fee and one copy of the following information:

- either a preliminary design report or drawings, specifications, and design data (the preliminary design report or drawings, specifications, and design data shall contain all pertinent information required under subsection 62-555.520(4), F.A.C.); and
- the Florida Public Service Commission (FPSC) certificate of authorization to provide water service if the project involves construction of a new public water system subject to the jurisdiction of the FPSC.

All information provided on this application shall be typed or printed in ink. Application processing fees are listed in paragraph 62-4.050(4) (n), F.A.C. Checks for application processing fees shall be made payable to the Department of Environmental Protection or to the appropriate ACHD. Preliminary design reports, drawings, specifications, and design data prepared under the responsible charge of one or more professional engineers licensed in Florida shall be signed, sealed, and dated by the professional engineer(s) in responsible charge. **NOTE THAT A SEPARATE APPLICATION AND A SEPARATE APPLICATION PROCESSING FEE ARE REQUIRED FOR EACH NON-CONTIGUOUS PROJECT.\***

*\* Non-contiguous projects are projects that are neither interconnected nor located nearby one another (i.e., on the same site, on adjacent streets, or in the same neighborhood).*



# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 17-235 (Emergency Management – Hurricane Irma)

**WHEREAS**, as of 11:00 a.m. on Monday, September 4, 2017, Hurricane Irma is a major hurricane located approximately 560 miles east of the Leeward Islands with maximum sustained winds of 120 mph:

**WHEREAS**, the five-day forecast from the National Hurricane Center predicts that, on Saturday, September 9, 2017, Hurricane Irma will be a major hurricane located somewhere north of Cuba and south of Andros Island in the Bahamas:

**WHEREAS**, current forecast models predict that Hurricane Irma will head into the Straits of Florida as a major hurricane:

**WHEREAS**, current forecast models predict that Hurricane Irma will make landfall somewhere in South Florida or Southwestern Florida as a major hurricane:

**WHEREAS**, current forecast models predict that Hurricane Irma will travel up the entire spine of Florida:

**WHEREAS**, Hurricane Irma poses a severe threat to the entire State of Florida and requires that timely precautions are taken to protect the communities, critical infrastructure, and general welfare of this State:

**WHEREAS**, as Governor, I am responsible to meet the dangers presented to this state and its people by this emergency:

**NOW, THEREFORE, I, RICK SCOTT**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida



8) Appropriation and expenditure of public funds.

D. All agencies whose employees are certified by the American Red Cross as disaster service volunteers within the meaning of Section 110.120(3), Florida Statutes, may release any such employees for such service as requested by the Red Cross to meet this emergency.

E. The Secretary of the Florida Department of Transportation (DOT) may:

1) Waive the collection of tolls and other fees and charges for the use of the Turnpike and other public highways, to the extent such waiver may be needed to provide emergency assistance or facilitate the evacuation of the affected counties:

2) Reverse the flow of traffic or close any and all roads, highways, and portions of highways as may be needed for the safe and efficient transportation of evacuees to those counties that the State Coordinating Officer may designate as destination counties for evacuees in this emergency:

3) Suspend enforcement of the registration requirements pursuant to sections 316.545(4) and 320.0715, Florida Statutes, for commercial motor vehicles that enter Florida to provide emergency services or supplies, to transport emergency equipment, supplies or personnel, or to transport FEMA mobile homes or office style mobile homes into or from Florida:

4) Waive the hours of service requirements for such vehicles:

5) Waive by special permit the warning signal requirements in the Utility Accommodations Manual to accommodate public utility companies from other jurisdictions which render assistance in restoring vital services; and,

6) Waive the size and weight restrictions for divisible loads on any vehicles transporting emergency equipment, services, supplies, and agricultural commodities and citrus as recommended by the Commissioner of Agriculture, allowing the establishment of alternate size

certificates, vehicle title certificates, handicapped parking permits, replacement drivers' licenses, and replacement identification cards and to waive the additional fees for the late renewal of or application for such licenses, certificates, and documents due to the effects of adverse weather conditions; and.

5) *Defer administrative actions and waive fees imposed by law for the late renewal or application for the above licenses, certificates, and documents, which were delayed due to the effects of adverse weather conditions, including in counties wherein the DHSMV has closed offices, or any office of the County Tax Collector that acts on behalf of the DHSMV to process renewals has closed offices due to adverse weather conditions.*

Recordkeeping and other applicable requirements for existing IFTA and IRP licensees and registrants are not affected by this order. The DHSMV shall promptly notify the State Coordinating Officer when the waiver is no longer necessary.

G. In accordance with section 465.0275, Florida Statutes, pharmacists may dispense up to a 30-day emergency prescription refill of maintenance medication to persons who reside in an area or county covered under this Executive Order and to emergency personnel who have been activated by their state and local agency but who do not reside in an area or county covered by this Executive Order.

H. All State agencies responsible for the use of State buildings and facilities may close such buildings and facilities in those portions of the State affected by this emergency, to the extent to meet this emergency. I direct each State agency to report the closure of any State building or facility to the Secretary of the Department of Management Services. Under the authority contained in section 252.36, Florida Statutes, I direct each County to report the closure of any building or facility operated or maintained by the County or any political subdivision therein to

that sufficient funds be made available, as needed, by transferring and expending moneys appropriated for other purposes, moneys from unappropriated surplus funds, or from the Budget Stabilization Fund.

Section 7. All State agencies entering emergency final orders or other final actions in response to this emergency shall advise the State Coordinating Officer contemporaneously or as soon as practicable.

Section 8. Medical professionals and workers, social workers, and counselors with good and valid professional licenses issued by states other than the State of Florida may render such services in Florida during this emergency for persons affected by this emergency with the condition that such services be rendered to such persons free of charge, and with the further condition that such services be rendered under the auspices of the American Red Cross or the Florida Department of Health.

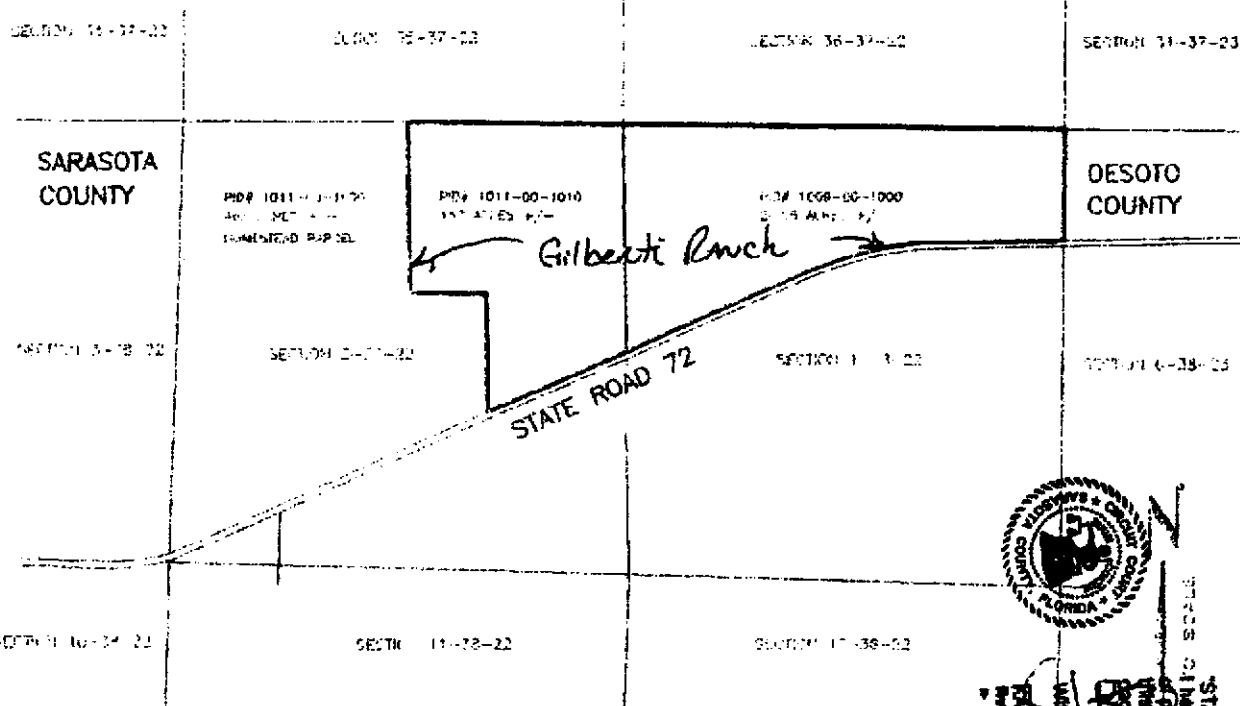
Section 9. Pursuant to section 501.160, Florida Statutes, it is unlawful and a violation of section 501.204 for a person to rent or sell or offer to rent or sell at an unconscionable price within the area for which the state of emergency is declared, any essential commodity including, but not limited to, supplies, services, provisions, or equipment that is necessary for consumption or use as a direct result of the emergency.

Section 10. Under the authority contained in sections 252.36(5)(a), (g), and (m), Florida Statutes, I direct that, for the purposes of this emergency, the term "essentials", as defined by section 252.359(2), Florida Statutes, shall be the same as and no more expansive than the term "commodity", as defined by section 501.160(1)(a), Florida Statutes (hereinafter referred to collectively or alternatively as "essential commodities"). Accordingly, any person who delivers essential commodities to a location in the area(s) declared to be under a state of emergency by this

**SKETCH AND DESCRIPTION**

THAT PART OF SECTION 1, TOWNSHIP 38 SOUTH, RANGE 22 EAST, LYING NORTH OF STATE ROAD 72, CONTAINING 208.5 ACRES, ALSO THAT PART OF THE EAST 1675 FEET OF SECTION 2, TOWNSHIP 38 SOUTH, RANGE 22 EAST, LYING NORTH OF STATE ROAD 72, AND THE NORTH 2086.04 FEET OF THE WEST 924.27 FEET OF THE EAST 2599.27 FEET OF SAID SECTION 2, TOWNSHIP 38, RANGE 22 EAST, CONTAINING 157 ACRES, MORE OR LESS.

**MANATEE COUNTY**



**CERTIFICATION**

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE TECHNICAL STANDARDS AS SET FORTH IN THE FLORIDA LAND SURVEYING BY CHAPTER 510.17-1, FLORIDA ADMIN. CODE, PURSUANT TO SECTION 472.007, FLORIDA STATUTES.

ESBER & ASSOCIATES, LLP  
 CERTIFICATE OF AUTHORIZATION NO. LR 0004

*Alex S. Esber*  
 Alex S. Esber  
 PROFESSIONAL SURVEYOR  
 FLORIDA CERTIFICATE # 15149

**SURVEYORS NOTE**

1. THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF BOUNDS. DESCRIBED INFORMATION SHOWN HEREIN IS NOT TO BE USED IN PUBLIC RECORDS.

2. THE AREAS OF THE TRACTS SHOWN HEREIN ARE NEARLY SQUARE, WITH THE DEFORMATION FROM MANATEE COUNTY TO DE SOTO AND HAVE NOT BEEN SURVEYED OR FIELD MEASURED.



STATE OF FLORIDA, COUNTY OF SARASOTA  
 I hereby certify that the foregoing is a true and correct copy of the original instrument filed with me in my office. This original instrument filed contains the same as the copy hereon indicated.  
 This copy has been reviewed by me and is correct.  
 This copy has been reviewed by me and is correct.  
 Alex S. Esber  
 PROFESSIONAL SURVEYOR  
 FLORIDA CERTIFICATE # 15149

NOT TO BE USED IN PUBLIC RECORDS UNLESS THE ORIGINAL IS FILED IN THE PUBLIC RECORDS.

PROPERTY NORTH OF SR 72 SECTIONS 1, 2, 3, 4 TWP. 38 S., R. 22 E.	SKETCH AND DESCRIPTION	ESBER & ASSOCIATES Professional Surveyors
	208.5 ACRES	

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:

CARL MUSSELLWHITE  
Signature of first witness to both

Cecil E. Daughtrey, Jr.  
Cecil Daughtrey, Jr.

CARL MUSSELLWHITE  
Printed name of first witness

Jonathan Forman  
Signature of second witness to both

Patricia A. Daughtrey  
Patricia Ann Daughtrey

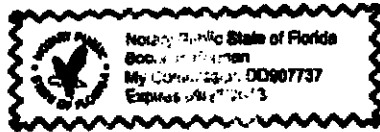
Jonathan Forman  
Printed name of second witness

STATE OF FLORIDA

COUNTY OF DESOTO

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of July, 2013, by Cecil Daughtrey, Jr. joined by his spouse Patricia Ann Daughtrey, husband and wife, who are each  personally known to me or who have each produced  a Florida driver's license as identification, and who did/did not take an oath.

Sign Bobbi Jo Forman  
Notary Public, State of Florida



Bobbi Jo Forman  
Print Notary Name  
My Commission Expires: 9/27/13

DD907737  
Commission Number

3

**THIS INSTRUMENT PREPARED BY**  
Joseph D. Gilberti, Jr., President  
LandTech Design Group, Inc.

**Property Appraisers Tax Folio Numbers:**  
1009-00-1000 and 1011-00-1010

3148 Beaver Pond Trail *385 DENVER AVE*  
Valrico, Florida 33596 *FR MYERS, FL 33931*  
(813) 470-6000 *813-482-8512*

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2014067984 3 PG(S)  
June 18, 2014 12:11:17 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL

Doc Stamp-Deed: \$810.00

**WARRANTY DEED**



**THIS INDENTURE**, made this 26<sup>th</sup> day of July, A.D. 2013 between **Cecil Daughtrey, Jr.** joined by his spouse **Patricia Ann Daughtrey**, whose address is 9438 Daughtrey Road, Sidell, Florida 34266, grantor\*, and **Joseph D. Gilberti, Jr.** whose address is 3148 Beaver Pond Trail, Valrico, Florida 33596, grantee\*

\*"Grantor" and "Grantee" are used for singular and plural, as context requires.

**WITNESSETH** that said grantor, for the consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to said grantor I hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Sarasota County, Florida, to wit:

*All that part of Section 1 lying North of State Road No. 72 and all that part of the East 1675.00 feet of Section 2 lying North of State Road No. 72 and the North 2068.04 feet of the West 924.27 feet of the East 2,599.27 feet of said Section 2, all in Township 38 South, Range 22 East, Sarasota County, Florida.*

*Subject to reservations, restrictions and easements of record (360 +/- Acres)*

**TOGETHER WITH:** All tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, with all oil, gas and mineral rights held by grantor and by Predecessors in title.

**THE ABOVE-DESCRIBED REAL PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR**

And the said grantor of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.



Report #: 11712156

Date : 11/7/2012

P.O.Number: 102 Ck

Same as Client

Matrix: Well Water

Client: Cecil Daughtrey Jr.

Sample: 9438 Daughtrey Rd

Location: Sidell FL 34266

Phone (813) 470-6000

This sample taken by Joe Gilberti, P.E. at 3:00:00 PM on 10/24/2012. Point of collection: Well #2

**Health Scan Report**

	<u>Results</u>		<u>Public Drinking Water EPA Limits</u>
<u>General Bacteria</u>			
Total Coliform	Absent	Animal or Vegetational Bacteria	0
Fecal/E. Coll	Absent	Animal Bacteria	0
<u>MicroAnalysis</u>			
MicroAnalysis	See Attached		
<u>General Chemistry</u>			
Sodium	74.05 mg/L	20.0 mg/L is Mass. DEP Guideline	250.0 mg/L
Potassium	4.11 mg/L	A Component of Salt	No Limit
Copper	Not Detected	Indicates Plumbing Corrosion	1.30 mg/L
Iron	0.64 mg/L	Brown Stains, Bitter Taste	0.30 mg/L
Manganese	Not Detected	May Cause Laundry Staining	0.05 mg/L
Magnesium	71.90 mg/L	A Component of Hardness	No Limit
Calcium	118.20 mg/L	A Component of Hardness	No Limit
Arsenic	Not Detected	A Toxic Metal	0.010 mg/L
Lead	Not Detected	A Toxic Metal	0.015 mg/L
Zinc	Not Detected	A Toxic Metal	5.0 mg/L
pH	7.49 SU	Acid/Basic Determination	6.5 - 8.5 SU
Turbidity	0.49 N.T.U.	Presence of Particles	No Limit
Color	Not Detected	Clarity (0), Discoloration (15)	15.0 C.U.
Odor	Not Detected	Odor due to Contamination	3.0 T.O.N.
Conductivity	1771.0 umhos	Electrical Resistance (umhos/cm)	No Limit
T.D.S.	1,062.6 mg/L	Total Dissolved Minerals Present	500.0 mg/L
Sediment	Absent	Undissolved Solids	Present
Alkalinity	170.0 mg/L	Ability to Neutralize acid	No Limit
Chlorine	Not Detected	A Disinfectant	4.0 mg/L
Chloride	206.13 mg/L	A component of salt	250.0 mg/L
Hardness	591.2 mg/L	0 - 75 is considered soft	No Limit
Nitrate as Nitrogen	0.29 mg/L	Indicator of Biological Waste	10.0 mg/L
Nitrite as Nitrogen	Not Detected	Indicator of Waste	1.0 mg/L
Ammonia as Nitrogen	0.497 mg/L	Indicator of Waste	No Limit
Sulfate	851.40 mg/L	A Mineral, Can Cause Odor	250.0 mg/L
<u>Radiochemistry</u>			
Radon in Water	Not Detected	Massachusetts D.E.P. Guideline	10,000 pCi/L

The integrity of the sample and results are dependent on the quality of sampling. The results apply only to the actual sample tested. Environmental Testing and Research Laboratories shall be held harmless from any liability arising out of the use of such results.

**ETR Environmental Testing & Research  
Laboratories**

Report #: 11712156

Date : 11/7/2012

P.O.Number: 102 Ck

Same as Client

Matrix: Well Water

Client: Cecil Daughtrey Jr.

Sample Location: 9438 Daughtrey Rd

Sidell FL 34266

Phone (813) 470-6000

This sample taken by Joe Gilberti, P.E. at 3:00:00 PM  
on 10/24/2012. Point of collection: Well #2**Health Scan Report**

	<u>Results</u>	<u>Public Drinking Water EPA Limits</u>
<b><u>Organic Analysis</u></b>		
Benzene	Not Detected	5.0 ug/L
Bromobenzene	Not Detected	No Limit
Bromochloromethane	Not Detected	No Limit
Bromodichloromethane	Not Detected	No Limit
Bromoform	Not Detected	No Limit
Bromomethane	Not Detected	No Limit
n-Butylbenzene	Not Detected	No Limit
sec-Butylbenzene	Not Detected	No Limit
tert-Butylbenzene	Not Detected	No Limit
Carbon-Tetrachloride	Not Detected	5.0 ug/L
Chlorodibromomethane	Not Detected	No Limit
Chloroethane	Not Detected	No Limit
Chloroform	Not Detected	No Limit
Chloromethane	Not Detected	No Limit
1,2-Chlorotoluene	Not Detected	No Limit
1,4-Chlorotoluene	Not Detected	No Limit
1,2-Dibromo-3-chloropropane	Not Detected	No Limit
Dibromomethane	Not Detected	No Limit
1,2-Dibromomethane	Not Detected	No Limit
1,3-Dichlorobenzene	Not Detected	No Limit
1,2-Dichlorobenzene	Not Detected	600.0 ug/L
1,4-Dichlorobenzene	Not Detected	5.0 ug/L
Dichlorodifluoromethane	Not Detected	No Limit
1,1-Dichloroethane	Not Detected	No Limit
1,2-Dichloroethane	Not Detected	5.0 ug/L
1,1-Dichloroethylene	Not Detected	7.0 ug/L
cis-1,2-Dichloroethene	Not Detected	70.0 ug/L
trans-1,2-dichloroethene	Not Detected	100.0 ug/L
1,2-Dichloropropane	Not Detected	5.0 ug/L
1,3-Dichloropropane	Not Detected	No Limit
2,2-Dichloropropane	Not Detected	No Limit
1,1-Dichloropropene	Not Detected	No Limit
1,3-Dichloropropene	Not Detected	No Limit
trans-1,3-Dichloropropene	Not Detected	No Limit
Ethylbenzene	Not Detected	700.0 ug/L
Fluorotrichloromethane	Not Detected	No Limit

The integrity of the sample and results are dependent on the quality of sampling. The results apply only to the actual sample tested.  
Environmental Testing and Research Laboratories shall be held harmless from any liability arising out of the use of such results.

60 Elm Hill Ave.

Leominster MA 01453-4864

(978) 840-2941

(800) 344-9977

Page 2 of 3

info@etriabs.com

www.etriabs.com





Report #: 11712156

Date : 11/7/2012

P.O.Number: 102 Ck

Same as Client

Matrix: Well Water

Client: Cecil Daughtrey Jr.

Sample Location: 9438 Daughtrey Rd

Sidell FL 34266

Phone (813) 470-6000

This sample taken by Joe Gilberti, P.E. at 3:00:00 PM on 10/24/2012. . Point of collection: Well #2

Health Scan Report

	<u>Results</u>	<u>Public Drinking Water EPA Limits</u>
Hexachlorobutadiene	Not Detected	No Limit
Isopropylbenzene	Not Detected	No Limit
Methyl-4-Butyl Ether (MTBE)	Not Detected	70.0 ug/L
p-Isopropyltoluene	Not Detected	No Limit
Methylene Chloride	Not Detected	5.0 ug/L
Monochlorobenzene	Not Detected	100.0 ug/L
Napthalene	Not Detected	No Limit
n-Propylbenzene	Not Detected	No Limit
Styrene	Not Detected	100.0 ug/L
1,1,1,2-Tetrachloroethane	Not Detected	No Limit
1,1,2,2-Tetrachloroethane	Not Detected	No Limit
Tetrachloroethylene	Not Detected	5.0 ug/L
Toluene	Not Detected	1000.0 ug/L
1,2,3-Trichlorobenzene	Not Detected	No Limit
1,2,4-Trichlorobenzene	Not Detected	70.0 ug/L
1,1,1-Trichloroethane	Not Detected	200.0 ug/L
1,1,2-Trichloroethane	Not Detected	5.0 ug/L
Trichloroethylene	Not Detected	5.0 ug/L
1,2,3-Trichloropropane	Not Detected	No Limit
1,2,4-Trimethylbenzene	Not Detected	No Limit
1,3,5-Trimethylbenzene	Not Detected	No Limit
Vinyl Chloride	Not Detected	2.0 ug/L
o-Xylene	Not Detected	T. Xylenes 10K ug/
m+p Xylenes	Not Detected	T. Xylenes 10K ug/

Massachusetts DEP Limit

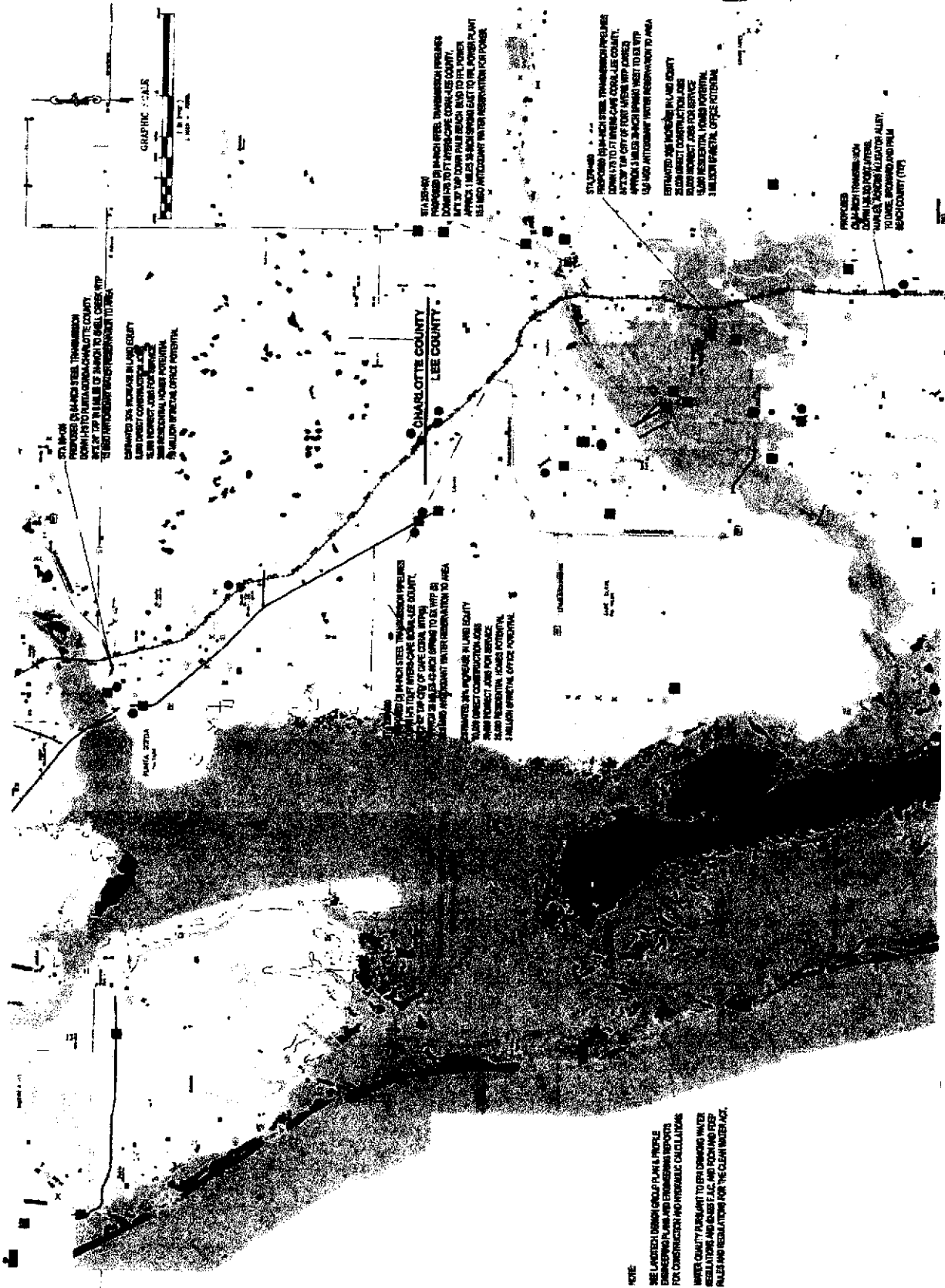
The integrity of the sample and results are dependent on the quality of sampling. The results apply only to the actual sample tested. Environmental Testing and Research Laboratories shall be held harmless from any liability arising out of the use of such results.



Site Ground with Survey for Water - Title - Highway Roadwork

Handwritten signature and date: 1/12/19

LANDTECH DESIGN GROUP INC.  
COUNTY OF THE BEHART  
10000 W. WINDY HILLS ROAD  
SUITE 100  
DENVER, CO 80231



GRAPHIC SCALE  
1" = 100'

STATION 100  
PROPOSED 18" DIAMETER STEEL TRANSMISSION PIPES  
DOWNHILL TO INTERSECTION CHARLOTTE COUNTY  
SEPT. OF TOP OF BANK OF SANDHILL TO GULL CREEK WPP  
TO INTERSECTION WPP RESERVATION TO AREA

ESTIMATED 20% INCREASE IN LAND EQUITY  
DUE TO PROPOSED CONSTRUCTION AND  
300 RESIDENTIAL HOUSES POTENTIAL  
IN MILLION DOLLAR OFFICE POTENTIAL

STATION 100  
PROPOSED 18" DIAMETER STEEL TRANSMISSION PIPES  
DOWNHILL TO INTERSECTION CHARLOTTE COUNTY  
SEPT. OF TOP OF BANK OF SANDHILL TO GULL CREEK WPP  
TO INTERSECTION WPP RESERVATION TO AREA

ESTIMATED 20% INCREASE IN LAND EQUITY  
DUE TO PROPOSED CONSTRUCTION AND  
300 RESIDENTIAL HOUSES POTENTIAL  
IN MILLION DOLLAR OFFICE POTENTIAL

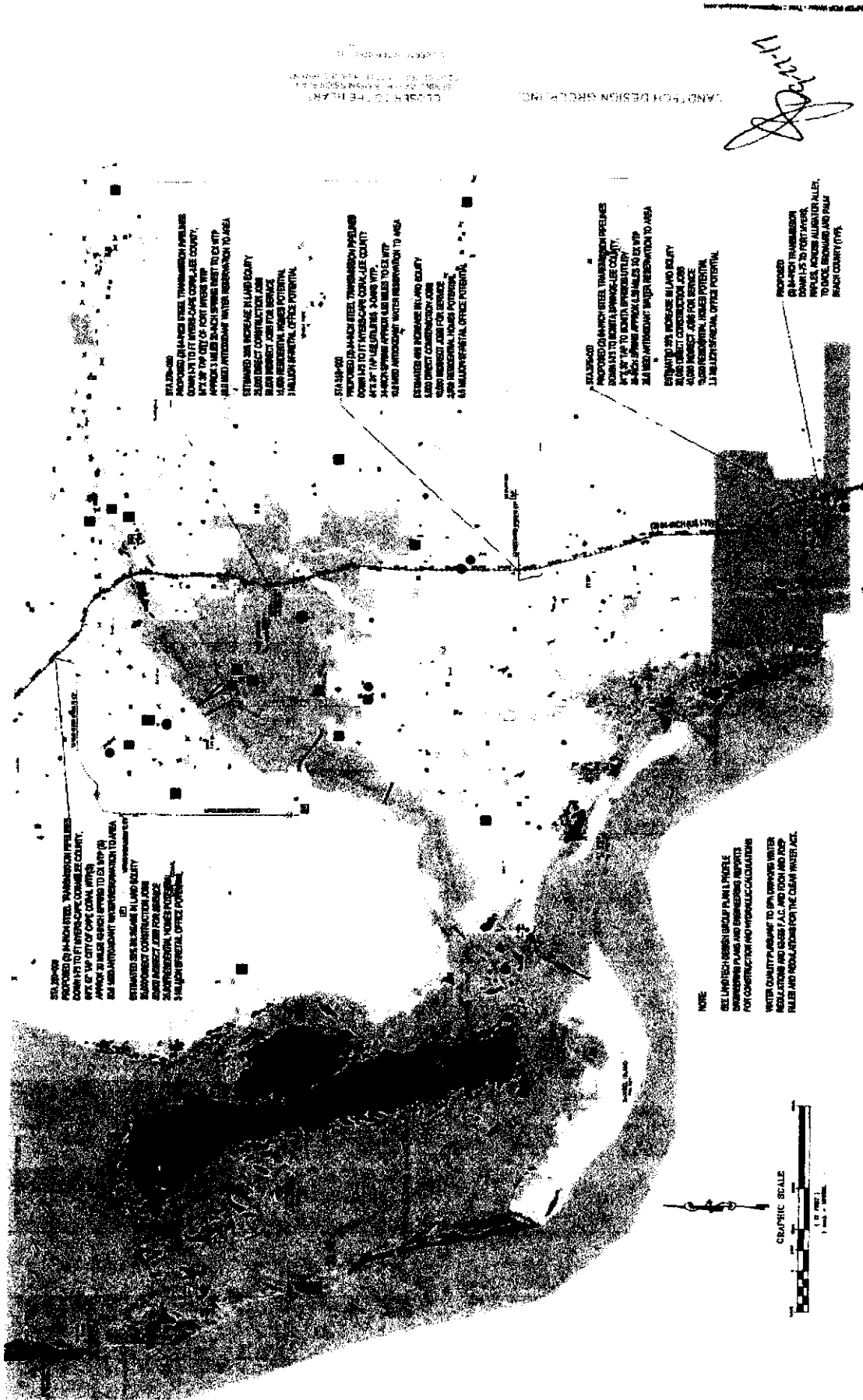
STATION 100  
PROPOSED 18" DIAMETER STEEL TRANSMISSION PIPES  
DOWNHILL TO INTERSECTION CHARLOTTE COUNTY  
SEPT. OF TOP OF BANK OF SANDHILL TO GULL CREEK WPP  
TO INTERSECTION WPP RESERVATION TO AREA

ESTIMATED 20% INCREASE IN LAND EQUITY  
DUE TO PROPOSED CONSTRUCTION AND  
300 RESIDENTIAL HOUSES POTENTIAL  
IN MILLION DOLLAR OFFICE POTENTIAL

PROPOSED  
CONSTRUCTION  
DOWNSIDE TO INTERSECTION  
WPP RESERVATION TO AREA  
TO INTERSECTION WPP RESERVATION TO AREA  
TO INTERSECTION WPP RESERVATION TO AREA  
TO INTERSECTION WPP RESERVATION TO AREA

NOTE:  
SEE LANDTECH DESIGN GROUP PLANS & PRELIMINARY  
ENGINEERING PLANS AND ESTIMATES REPORTS  
FOR CONSTRUCTION AND HYDRAULIC CALCULATIONS  
WATER QUALITY PUBLISHED TO BEYOND DRINKING WATER  
REGULATIONS AND QUALITY ACT AND FOOD AND DRUG  
ADMINISTRATION REGULATIONS FOR THE CLEAN WATER ACT.

SCALE: ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE SPECIFIED TO OTHERWISE



201.201-00  
 PROPOSED INCREASE IN LAND DENSITY, TRANSMISSION PIPELINES  
 COMPLIANT TO FT WORTH-COLE COUNTY, TEXAS  
 APPROX 20000 SQ FT INCREASE IN LAND DENSITY TO 20000  
 20000 SQ FT INCREASE IN LAND DENSITY TO 20000  
 ESTIMATED INCREASE IN LAND DENSITY  
 20000 SQ FT INCREASE IN LAND DENSITY  
 20000 SQ FT INCREASE IN LAND DENSITY  
 20000 SQ FT INCREASE IN LAND DENSITY  
 20000 SQ FT INCREASE IN LAND DENSITY

201.201-00  
 PROPOSED INCREASE IN LAND DENSITY, TRANSMISSION PIPELINES  
 COMPLIANT TO FT WORTH-COLE COUNTY, TEXAS  
 APPROX 20000 SQ FT INCREASE IN LAND DENSITY TO 20000  
 20000 SQ FT INCREASE IN LAND DENSITY TO 20000  
 ESTIMATED INCREASE IN LAND DENSITY  
 20000 SQ FT INCREASE IN LAND DENSITY  
 20000 SQ FT INCREASE IN LAND DENSITY  
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 20000 SQ FT INCREASE IN LAND DENSITY

201.201-00  
 PROPOSED INCREASE IN LAND DENSITY, TRANSMISSION PIPELINES  
 COMPLIANT TO FT WORTH-COLE COUNTY, TEXAS  
 APPROX 20000 SQ FT INCREASE IN LAND DENSITY TO 20000  
 20000 SQ FT INCREASE IN LAND DENSITY TO 20000  
 ESTIMATED INCREASE IN LAND DENSITY  
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 20000 SQ FT INCREASE IN LAND DENSITY  
 20000 SQ FT INCREASE IN LAND DENSITY

201.201-00  
 PROPOSED INCREASE IN LAND DENSITY, TRANSMISSION PIPELINES  
 COMPLIANT TO FT WORTH-COLE COUNTY, TEXAS  
 APPROX 20000 SQ FT INCREASE IN LAND DENSITY TO 20000  
 20000 SQ FT INCREASE IN LAND DENSITY TO 20000  
 ESTIMATED INCREASE IN LAND DENSITY  
 20000 SQ FT INCREASE IN LAND DENSITY  
 20000 SQ FT INCREASE IN LAND DENSITY  
 20000 SQ FT INCREASE IN LAND DENSITY  
 20000 SQ FT INCREASE IN LAND DENSITY



NOTE  
 SEE LATEST EDITIONS OF LOCAL PLANNING  
 REGULATIONS AND ORDINANCES FOR  
 WATER QUALITY CRITERIA TO EPA APPROVED WATER  
 REGULATIONS AND CLASS F.A.C. AND TOXIC AND  
 HAZARDOUS WASTE REGULATIONS FOR THE CLEAN WATER ACT.

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 11-22-17

LAND FOR DESIGN GROUP, INC.

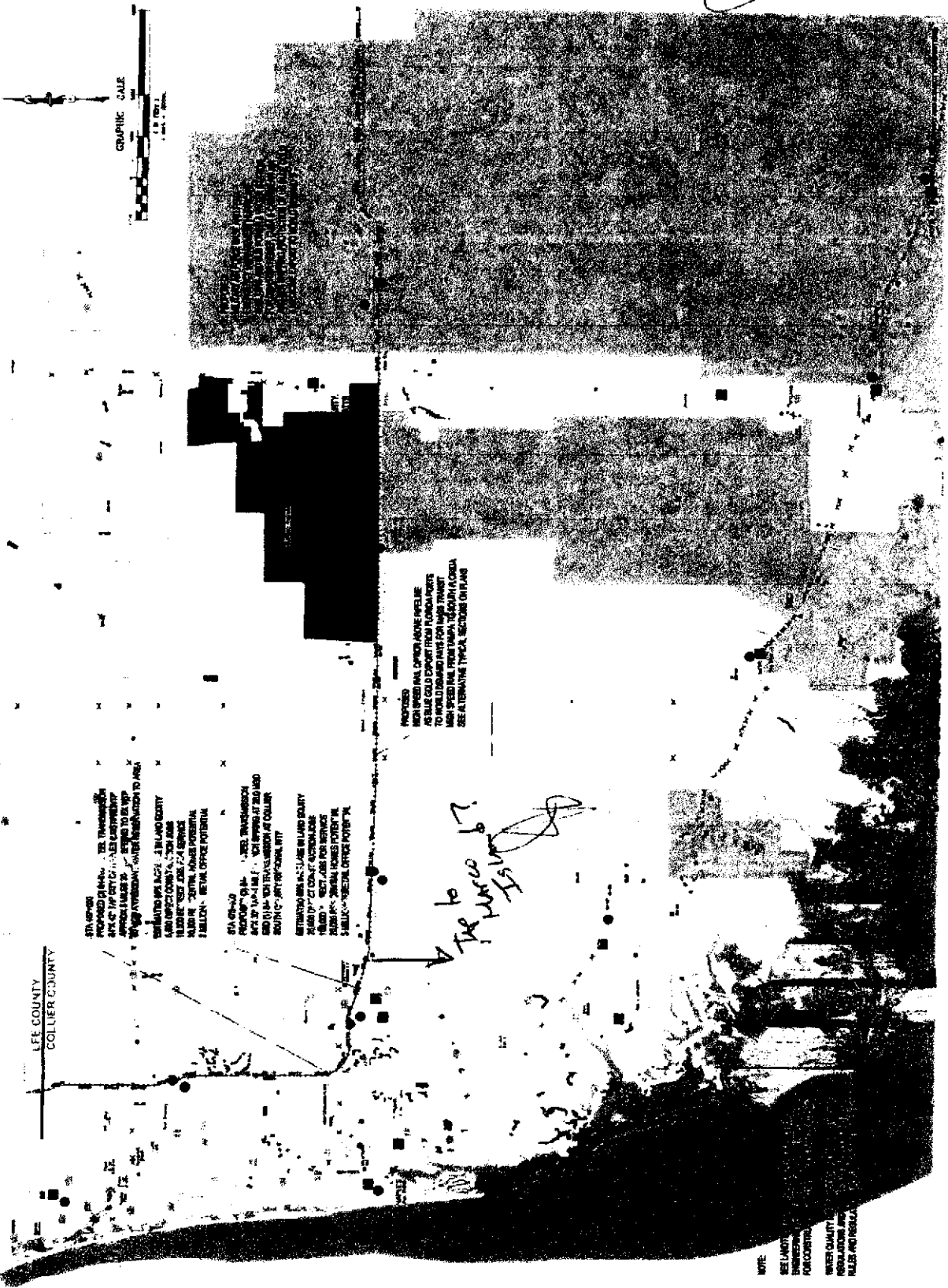
11-22-17

NOTE: ALL INFORMATION PROVIDED IS SUBJECT TO CHANGE WITHOUT NOTICE.

not created with the software - the software is not responsible

CLOSER TO THE HEART  
LANDTECH DESIGN GROUP INC.  
LANDTECH DESIGN GROUP INC.  
3000 W. WALKER ROAD  
FORT WORTH, TX 76107-1500  
TEL: 817.551.1111  
WWW.LANDTECHGROUP.COM

*Handwritten signature*



PROPOSED  
RESIDENTIAL OFFICE AND RECREATION  
TO BE USED EXCLUSIVELY FOR OFFICE  
AND RESIDENTIAL PURPOSES. SEE  
ALTERNATIVE TYPICAL SECTIONS ON PLANS

SEE MAPS  
FOR THE  
PROPOSED  
OFFICE AND  
RECREATION  
BUILDINGS  
AND THE  
PROPOSED  
RESIDENTIAL  
BUILDINGS  
AND THE  
PROPOSED  
OFFICE AND  
RECREATION  
BUILDINGS  
AND THE  
PROPOSED  
RESIDENTIAL  
BUILDINGS

SEE MAPS  
FOR THE  
PROPOSED  
OFFICE AND  
RECREATION  
BUILDINGS  
AND THE  
PROPOSED  
RESIDENTIAL  
BUILDINGS  
AND THE  
PROPOSED  
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RECREATION  
BUILDINGS  
AND THE  
PROPOSED  
RESIDENTIAL  
BUILDINGS

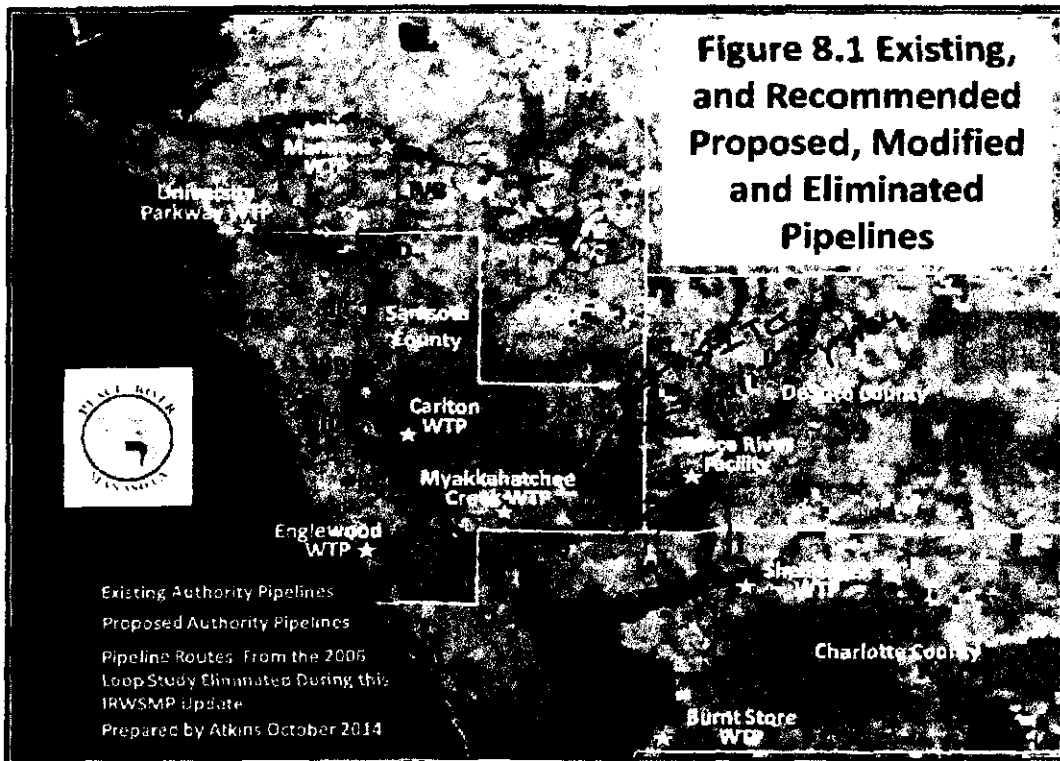
*Handwritten note:*  
to the west of the  
office building

NOTE:  
SEE MAPS  
FOR THE  
PROPOSED  
OFFICE AND  
RECREATION  
BUILDINGS  
AND THE  
PROPOSED  
RESIDENTIAL  
BUILDINGS  
AND THE  
PROPOSED  
OFFICE AND  
RECREATION  
BUILDINGS  
AND THE  
PROPOSED  
RESIDENTIAL  
BUILDINGS





## System Interconnects



**Table 8.3 Easements and Capacities of Future Regional Pipeline Segments**

Phase Number	Total Length Linear Feet	Pipeline Diameter	Permanent Easement Width	Approx. Storage Tank Capacity Million Gallons	Approx. Avg. Pump Station Capacity (MGD)
Phase I	33,555	24"/30"	35'	2	3.5
Phase II B (updated)	49,278	36"/42"	40'	5	8
Phase II C	76,635	36"	35'	3	6
Phase II D	66,305	24"	35'	2	4
Phase III B	22,300	48"	50'	5	7
Phase III C	33,200	42"	40'	10	10
Phase III D	19,000	24"	35'	2	5
Phase IV (New)	81,311	24"	35'	2	4

### 8.4 Update of Probable Construction Cost

A preliminary estimate of probable construction costs are presented in the table following. This type of pre-design estimate corresponds to the American Association of Cost Engineers guidelines for various levels of accuracy of cost estimates. When final design and construction drawings and specifications have been prepared, the level of accuracy will be much further refined. Costs are estimated February 2014 dollars.



## System Interconnects

The estimate of probable construction cost is based on the recommended pipeline routes as shown in Figure 8.1. Construction costs have been broken down into an itemized estimate of lineal feet of pipe and appurtenances required for construction of each project phase. Costs for each segment include the cost for each transmission main and appurtenances flow metering, a storage tank, booster pump station, chemical feed facilities for trimming, and instrumentation and controls. Costs are based on historical engineering and construction experience. The capital costs includes an allowance of 8 percent of construction cost for mobilization costs, 15 percent for contingencies and 20 percent for engineering, legal and administrative fees. Costs are included for easements for each pipeline and storage/pumping facility near each point of connection. Property costs have been estimated using \$63,000 per acre for permanent pipeline easements, \$13,000 per acre for a temporary construction easement, and \$125,000 per acre for a permanent easement for storage/pumping facilities.

**Table 8.4 Estimate of Probable Costs (Future Phases)**

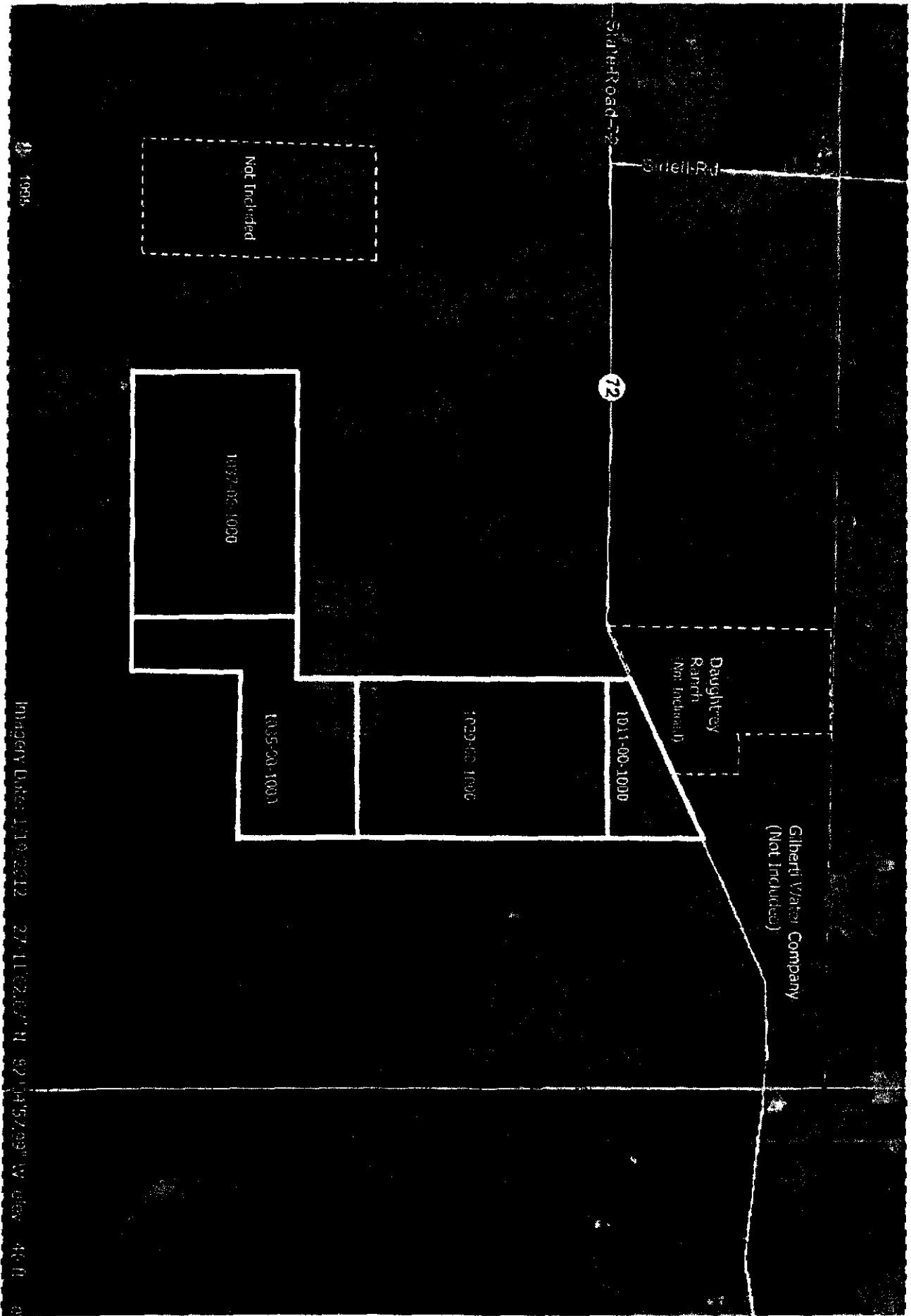
Project Phase	Construction Cost		Land Cost		TOTAL
	Pipeline	Storage, Pumping, Metering, Instrumentation & Chemical Feed	Pipeline Easements	Facilities Sites	
Phase I	\$9,405,000	\$2,850,000	\$350,000	\$122,500	\$12,727,500
Phase IIB	\$29,846,000	\$10,800,000	\$555,000	\$750,000	\$41,951,000
Phase IIC	\$39,820,000	\$8,700,000	\$412,000	\$750,000	\$49,682,000
Phase IID	\$27,300,000	\$6,500,000	\$299,000	\$500,000	\$34,599,000
Phase IIIB	\$13,871,000	\$10,400,000	\$1,946,000	\$750,000	\$26,967,000
Phase IIIC	\$18,924,000	\$13,900,000	\$2,378,000	\$750,000	\$35,952,000
Phase IIID	\$6,992,000	\$6,700,000	\$1,910,000	\$500,000	\$15,383,000
Phase IV	\$20,505,000	\$6,500,000	In R.O.W.	\$500,000	\$27,505,000
<b>TOTAL</b>					<b>\$244,766,500</b>

### 8.5 Other Existing Interconnections

Over 50 interconnects/delivery points exist between the region's 15 Alliance members or between the regional system and Alliance members. Of these, 38 are between local utilities; half of these (19) are 10-inches in diameter or larger. Of these 19, 11 were considered to have regional significance in that they could be operated either routinely or on an emergency basis and be able to provide sufficient utility to cause reconsideration of construction or priority of one or more of the regional pipelines being considered. These 11 are listed in Table 6-5. Capacities are estimated based upon assumed velocities of three feet per second (fps). More detailed design level information and hydraulic evaluations would be required to further validate the data shown.

Englewood has two existing interconnects. One is a 12-inch interconnect with Charlotte County and the other with Sarasota County. The connection with Charlotte also has an associated pump station and has been used to send flow (approximately 1.0 MGD) to western Charlotte County to increase system pressure in that area. The other is with Sarasota County and is also a 12-inch emergency connection allowing flows in either direction. If one or both of the connections has the reliability that the EWD needs during an emergency or other severe condition, then the future Phase IID pipeline may not be required.

Similarly, the City of North Port has two interconnects with Charlotte County, and one with Sarasota County. All three are 12-inch, and the one with Sarasota County has an associated pump station. The Sarasota County-North Port connection enables the routine exchange of water between systems at this location to maintain system water quality. Exchange is typically done seasonally, but can be



1037-00-1000

1037-00-1000

1035-00-1001

1029-00-1000

1011-00-1000

Daughtrey Ranch  
(Not Included)

Gilbert Water Company  
(Not Included)

72

Sirell Rd

State Road 72

Not Included

(Not Included)

Imagery Date: 11/03/12 27.113267°N 92.145729°W 46.0


PIXON Certification #884167

Peace River/Manasota R W S  
 8998 Sw County Road 769  
 Arcadia, FL 34269

Sara Stone

# BENCHMARK

*EnviroAnalytical Inc.*



**Corrected**  
 SEE NOTES

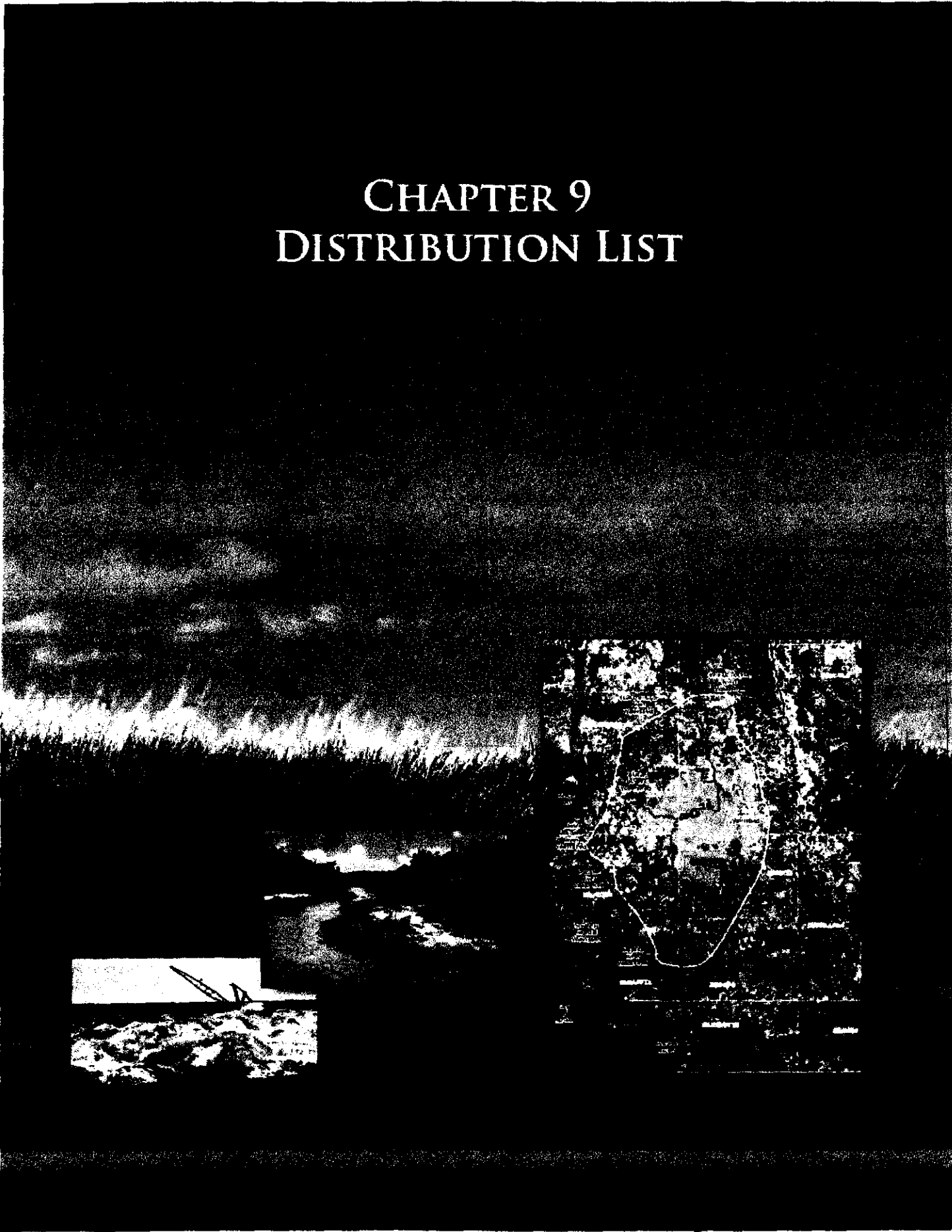
**ANALYTICAL TEST REPORT**  
 THESE RESULTS MEET NMLAC STANDARDS

**INORGANIC ANALYSIS**  
 62-550.3(0.1)

REPORT NUMBER: 15070850 - 001  
 SYSTEM NAME: Entry Point (Lab Tap)-Annual  
 SYSTEM ID: 6142734

PARAMETER	UNIT	ANALYSIS RESULT	CALIBRATION	ANALYTICAL METHOD	MPH	ANALYSIS DATE	ANALYSIS TIME	LAB ID
<b>TOTAL REDUCED NITROGEN</b>	MG/L	1.1						
NITRATE NITROGEN	MG/L	0.1						EM4167
NITRITE NITROGEN	MG/L	0.04						EM4167
NITRA TENITRATE AS N	MG/L	0.204						EM4167
<b>ARSENIC</b>	PPM	0.16						EM4167
ARSENIC	MG/L	0.00132						EM4167
BARIUM	MG/L	0.010						EM4167
CADMIUM	MG/L	0.0009						EM4167
CHROMIUM	MG/L	0.002						EM4167
CYANIDE	MG/L	0.005						EM4167
FLUORIDE	MG/L	0.276						EM4167
LEAD	PPM	0.00067						EM4167
MERCURY	PPM	0.000198						EM4167
NICKEL	PPM	0.002						EM4167
SELENIUM	PPM	0.00157						EM4167
SODIUM	MG/L	43.1						EM4167
ANTIMONY	PPM	0.00028						EM4167
GERMANIUM	PPM	0.000078						EM4167
THALLIUM	PPM	0.000081						EM4167

# CHAPTER 9 DISTRIBUTION LIST



1  
2

## CHAPTER 9 DISTRIBUTION LIST

3 The U.S. Army Corps of Engineers provided copies of the Final Area-wide Environmental Impact Statement  
4 to federal, state, and local officials, governmental agencies, tribal representatives, organizations and  
5 companies, and individuals listed in this chapter. Copies were distributed to public libraries located within the  
6 AEIS study area and a set of pdf files was made accessible to the public through the AEIS website at  
7 [www.phosphateaeis.org](http://www.phosphateaeis.org). Copies will be provided to others upon request.

8  
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11

### United States Congress

12	<b>U.S. House of Representatives</b>	19	<b>U.S. Senate</b>
13	District 10 - Daniel Webster	20	Marco Rubio, R-Florida
14	District 14 - Kathy Castor	21	Bill Nelson, D-Florida
15	District 15 - Dennis Ross	22	
16	District 16 - Vern Buchanan	23	
17	District 17 - Tom Rooney	24	

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### Federal Agencies

28	<b>Advisory Council on Historic Preservation</b>	52	<b>U.S. Geological Survey</b>
29	John Fowler	53	Arturo Torres
30		54	Terrie Lee
31	<b>U.S. Coast Guard, District 7</b>	55	Patricia Metz
32	Radm. William Baumgartner	56	
33		57	<b>U.S. Environmental Protection Agency, Region IV</b>
34	<b>U.S. Department of Agriculture</b>	58	Jamie Higgins
35	<b>Natural Resources Conservation Service</b>	59	Alan Annicella
36	Rosalind Moore	60	Stephen Maurano
37		61	Duncan Powell
38	<b>U.S. Department of the Interior</b>	62	Dan Holliman
39	<b>National Marine Fisheries Service – NOAA</b>	63	Cpt. Paul Gagliano
40	Dr. Roy Crabtree	64	Lee Thomas
41	Mark Sramek	65	Heinz Mueller
42	Shelley Norton	66	Phil Mancusi-Ungaro
43		67	
44	<b>U.S. Fish and Wildlife Service</b>	68	<b>U.S. Environmental Protection Agency</b>
45	Cindy Dohner	69	<b>National Center for Environmental Economics</b>
46	Heath Rauschenberger	70	Dr. Patrick Walsh
47	Victoria Foster	71	Dr. Matt Massey
48	Paul Tritaik	72	
49		73	<b>Charlotte Harbor National Estuary Program</b>
50		74	Dr. Lisa Beaver

*Chapter 9 – Distribution List***State Agencies**

1			
2	Florida Department of Environmental Protection	23	Florida Division of Historical Resources
3	Herschel T. Vinyard Jr.	24	Office of Cultural and Historical Programs
4		25	Rob Bendus
5	Bureau of Mining and Minerals Regulation	26	
6	Calvin Alvarez	27	Central Florida Regional Planning Council
7	Orlando Rivera	28	Jennifer Codo-Salisbury
8		29	
9	Office of Intergovernmental Programs-State	30	Southwest Florida Regional Planning Council
10	Clearinghouse	31	Liz Donley
11	James Quinn	32	
12	Lauren Mulligan	33	Southwest Florida Water Management District
13		34	Ron Basso
14	Florida Department of Agriculture and Consumer	35	
15	Services	36	Florida Department of Transportation
16	Noel Marton	37	Aaron D. Kaster
17		38	
18	Florida Fish and Wildlife Conservation	39	
19	Commission	40	
20	Nick Wiley	41	
21	Chris Wynn	42	
22	Gregg Poulakis		

43

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**Local Government**

46	Mayors	69	Lee County Commission
47	William Albers, City of Punta Gorda	70	John Manning
48		71	Roland Ottolini
49	City Officials	72	Susan Henderson
50	Howard Kunik, City of Punta Gorda	73	
51	Jonathan Lewis, City of North Port	74	Manatee County Commission
52	Elizabeth Wong, City of North Port	75	John Chappie
53		76	Charlie Hunsicker
54	Charlotte County Commission	77	
55	Christopher Constance	78	Polk County Commission
56		79	Melony Bell
57	DeSoto County Commission	80	Amea Bailey
58	Buddy Mansfield	81	
59	Jan Brewer	82	Sarasota County Commission
60		83	Christine Robinson
61	Hardee County Commission	84	
62	Sue Birge	85	Peace River Manasota Regional Water Supply
63	West Palmer	86	Authority
64	Kevin Denny	87	Mike Coates
65		88	
66	Hillsborough County Commission	89	
67	Ken Hagan	90	
68	Mike Williams		

91

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93

**Tribal Representatives**

94	Miccosukee Tribe of Indians of Florida	97	Seminole Tribe of Florida
95	Fred Dayhoff	98	Dr. Paul Backhouse

96

99

*Chapter 9 – Distribution List***Organizations and Companies**

- 1  
2  
3 1000 Friends of Florida, Charles Pattison  
4 3PR, Dennis Mader  
5 Applied Environmental Services, Sydney Bacchus  
6 Audubon - Lake Region, Reinier Munguia  
7 Audubon - Peace River, Larry Behrens  
8 CF Industries, Inc., Craig Kovach and Gary Blitch  
9 Common Purpose Institute, Steve Segrest  
10 de la Parte & Gilbert, PA, Linda Kaufmann Foy  
11 Ecology Party, Cara Campbell  
12 ECOSWF (Environmental Confederation of SouthWest Florida)  
13 Florida Industrial and Phosphate Research Institute, Dr. Brian Birky  
14 Fort Myers – Lee County Garden Council, Inc., Laura Jibben  
15 Hopping Green & Sams, Susan Stephens  
16 Manasota 88  
17 Manson Law Group, Laura Donaldson  
18 Mosaic Fertilizer, LLC, Deedra Allen, Shelley Thornton, Peggy Strand, Kirk Stark  
19 Protect Our Watersheds, Jim Cooper  
20 Sanibel Captiva Conservation Foundation, Rae Ann Wessel  
21 Sierra Club – Florida Chapter, Craig Diamond  
22 Sierra Club – Ancient Islands Group, Andy Quinn  
23 Sierra Club – Manatee-Sarasota Group, Linda Jones  
24 Sierra Club – Greater Charlotte Harbor Group, John Phillips  
25  
26

**Public Libraries**

28 A complete copy of the Areawide Environmental Impact Statement (AEIS) on Phosphate Mining in the  
29 Central Florida Phosphate District (CFPD) may be reviewed at the public libraries listed below.  
30

- |                                  |                                  |
|----------------------------------|----------------------------------|
| 31 <b>Charlotte County</b>       | 56 <b>Hardee County</b>          |
| 32 Mid-County Regional Library   | 57 Hardee County Public Library  |
| 33 2050 Forrest Nelson Blvd.     | 58 315 N. 6 <sup>th</sup> Ave.   |
| 34 Port Charlotte, FL 33952      | 59 Wauchula, FL 33873            |
| 35 (941) 613-3200                | 60 (863) 773-6438                |
| 36                               | 61                               |
| 37 Port Charlotte Public Library | 62 <b>Hillsborough County</b>    |
| 38 2280 Aaron St.                | 63 Bloomingdale Regional Library |
| 39 Port Charlotte, FL 33952      | 64 1908 Bloomingdale Ave.        |
| 40 (941) 625-6470                | 65 Valrico, FL 33596-6204        |
| 41                               | 66 (813) 273-3852                |
| 42 Punta Gorda Public Library    | 67                               |
| 43 424 W. Henry St.              | 68 Bruton Memorial Library       |
| 44 Punta Gorda, FL 33950         | 69 302 McLendon St.              |
| 45 (941) 639-2049                | 70 Plant City, FL 33563-3212     |
| 46                               | 71 (813) 757-9215                |
| 47 <b>DeSoto County</b>          | 72                               |
| 48 DeSoto County Library         | 73 <b>Manatee County</b>         |
| 49 125 N. Hillsborough Ave.      | 74 Central Library               |
| 50 Arcadia, FL 34266             | 75 1301 Barcarrota Blvd. W.      |
| 51 (863) 993-4851                | 76 Bradenton, FL 34206-7522      |
| 52                               | 77 (941) 748-5555                |
| 53                               | 78                               |
| 54                               | 79                               |
| 55                               |                                  |

*Chapter 9 – Distribution List*

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- |    |                           |    |                          |
|----|---------------------------|----|--------------------------|
| 1  | <b>Polk County</b>        | 21 | Larry R. Jackson Library |
| 2  | Auburndale Public Library | 22 | 1700 N. Florida Ave.     |
| 3  | 100 W. Bridgers Ave.      | 23 | Lakeland, FL 33805       |
| 4  | Auburndale, FL 33823      | 24 | (863) 834-4288           |
| 5  | (863) 965-5548            | 25 |                          |
| 6  |                           | 26 | Mulberry Public Library  |
| 7  | Bartow Public Library     | 27 | 103 E. Canal St.         |
| 8  | 2150 S. Broadway Ave.     | 28 | Mulberry, FL 33860       |
| 9  | Bartow, FL 33830          | 29 | (863) 425-3246           |
| 10 | (863) 534-0131            | 30 |                          |
| 11 |                           | 31 | <b>Sarasota County</b>   |
| 12 | Fort Meade Public Library | 32 | North Port Library       |
| 13 | 75 E. Broadway St.        | 33 | 13800 S. Tamiami Trail   |
| 14 | Fort Meade, FL 33841      | 34 | North Port, FL 34287     |
| 15 | (863) 285-8287            | 35 | (941) 861-1300           |
| 16 |                           | 36 |                          |
| 17 | Lakeland Public Library   | 37 |                          |
| 18 | 100 Lake Morton Dr.       | 38 |                          |
| 19 | Lakeland, FL 33801        | 39 |                          |
| 20 | (863) 834-4280            |    |                          |

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***Individuals***

---

- 42 Percy Angelo  
 43 George Brooks  
 44 Nora Demers  
 45 Kristi Patel  
 46 Kenneth Paulsen  
 47 John Rehill  
 48



**CHAPTER 8  
LIST OF PREPARERS**

1		
2		
3	<b>U.S. Army Corps of Engineers,</b>	51 <b>Heinz J. Mueller, <i>Technical Reviewer – NEPA</i></b>
4	<b>Jacksonville District, Regulatory Division</b>	52 <b>Chief, National Environmental Policy Act</b>
5		53 <b>Program Office</b>
6	<b>John Fellows, <i>AEIS Project Manager</i></b>	54 <b>Master of City Planning, School of City and</b>
7	<b>Grad Dip. Environmental Management, U. of</b>	55 <b>Regional Planning, Georgia Tech</b>
8	<b>Southern Queensland</b>	56 <b>B.S., Industrial and Systems Engineering,</b>
9	<b>M.S., Marine Biology, Florida Institute of</b>	57 <b>Georgia Tech</b>
10	<b>Technology</b>	58 <b>Experience: 40 years</b>
11	<b>B.S., Biology, Worcester State College</b>	59
12	<b>Experience: 22 years</b>	60 <b>Duncan Powell, <i>Technical Reviewer – NEPA</i></b>
13		61 <b>NEPA Program Office</b>
14	<b>Tunis McElwain, <i>Mining Coordinator</i></b>	62 <b>B.S., Biological Science (Marine Fisheries</b>
15	<b>B.S. Public Affairs, Indiana University</b>	63 <b>emphasis), Auburn University</b>
16	<b>Experience: 18 years</b>	64 <b>Experience: 34 years</b>
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18	<b>Leah Oberlin, <i>Technical Reviewer</i></b>	66 <b>Jamie Higgins, <i>Technical Reviewer – NEPA –</i></b>
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21	<b>Experience: 12 years</b>	69 <b>B.S., Biology, Auburn University</b>
22		70 <b>Experience: 20 years</b>
23	<b>U.S. Environmental Protection Agency,</b>	71
24	<b>Region 4</b>	72 <b>Florida Department of Environmental</b>
25		73 <b>Protection, Bureau of Mining and</b>
26	<b>Captain Paul Gagliano, P.E., <i>AEIS NEPA</i></b>	74 <b>Minerals Regulation</b>
27	<b>Lead – <i>Draft AEIS</i></b>	75
28	<b>Commander, U.S. Public Health Service</b>	76 <b>Calvin Alvarez, <i>Bureau Chief, AEIS Lead,</i></b>
29	<b>M.S., Civil Engineering, U. of Alabama at</b>	77 <b><i>Technical Reviewer – Phosphate Mining</i></b>
30	<b>Birmingham</b>	78 <b>B.S., Biology, East Carolina University</b>
31	<b>B.C.E., Civil Engineering, Auburn University</b>	79 <b>Experience: 14 years</b>
32	<b>Experience: 25 years</b>	80
33		81 <b>Orlando E. Rivera, <i>Technical Reviewer –</i></b>
34	<b>Dan Holliman, <i>AEIS NEPA Lead – Final AEIS</i></b>	82 <b><i>Phosphate Mining</i></b>
35	<b>NEPA Program Office</b>	83 <b>MPA, Env. Management, Florida State</b>
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37	<b>B.S., Biology/Marine Science, University of</b>	85 <b>B.S., Natural Sciences, University of Puerto Rico</b>
38	<b>Alabama</b>	86 <b>Experience: 25 years</b>
39	<b>Experience: 10 years</b>	87
40		88 <b>CH2M HILL</b>
41	<b>David Pritchett, <i>Technical Reviewer &amp; EPA</i></b>	89
42	<b><i>Wetlands Lead for the AEIS</i></b>	90 <b>Valerie Ross, <i>Project Manager – Final AEIS</i></b>
43	<b>M.S., Wetlands Planning and Regulatory Issues,</b>	91 <b>M.R.P., Regional Planning, U. of Pennsylvania</b>
44	<b>U. of Wisconsin-Madison</b>	92 <b>B.S., Biology, Bucknell University</b>
45	<b>M.S., Land Resources, U. of Wisconsin-Madison</b>	93 <b>Experience: 32 years</b>
46	<b>B.A., Env. Studies, U. of California at Santa</b>	94
47	<b>Barbara</b>	95 <b>Ruth Rouse, AICP, <i>Project Manager – Final</i></b>
48	<b>Experience: 20 years</b>	96 <b><i>AEIS</i></b>
49		97 <b>M.E.M., Env. Management, Duke University</b>
50		98 <b>B.S., Mathematics, Davidson College</b>
		99 <b>Experience: 25 years</b>
		100

## Chapter 8 – List of Preparers

1	<b>Steven Gong, Project Manager – Draft AEIS</b>	57	<b>Mitchell Griffin, P.E., Surface Water</b>
2	M.S., Zoology, U. of Florida	58	<b>Hydrology Lead</b>
3	B.A., Biological Sciences, U. of Delaware	59	Ph.D. Ag. Engineering, Purdue University
4	Experience: 34 years	60	M.S. Ag. Engineering, U. of Kentucky
5		61	B.S. Civil Engineering, U. of Kentucky
6	<b>Darren Bishop, Assistant Project Manager –</b>	62	Experience: 32 years
7	<b>Final AEIS</b>	63	
8	M.S., Soil and Water Science, U. of Florida	64	<b>Rafael Vazquez-Burney, P.E., Surface Water</b>
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10	University of South Florida	66	M.C.E., Civil Engineering, North Carolina State
11	Experience: 12 years	67	University
12		68	B.S., Environmental Engineering, North Carolina
13	<b>Don Holmes, QA/QC Manager</b>	69	State University
14	M.S., Marine Biology, University of Miami	70	Experience: 12 years
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16	Experience: 43 years	72	<b>Jeffrey D. Lehnen, P.G.,</b>
17		73	<b>Geology/Hydrogeology Lead</b>
18	<b>Steve Petron, QA/QC Manager</b>	74	B.S., Geology, University of Florida
19	Ph.D., Zoology, Washington State University,	75	Experience: 35 years
20	M.S., Natural and Environmental Resources,	76	
21	University of New Hampshire	77	<b>Christopher Peters, P.G.,</b>
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24	Experience: 35 years	80	B.S., Geology, Michigan State University
25		81	Experience: 15 years
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27	PhD, Biological Science, Florida State University	83	<b>Christina McDonough, P.E.,</b>
28	M.S., Zoology, Louisiana State University	84	<b>Hydrogeology/Modeling</b>
29	B.S., Biology, Middle Tennessee State	85	M.E., Environmental Engineering, U. of Florida
30	University	86	B.S.C.E., Civil Engineering, U. of Florida
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32		88	
33	<b>Tom Waters, P.E., P.M.P., QA/QC Review</b>	89	<b>Sarah Braman, E.I., GIS/Data Management</b>
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35	B.S., Engineering, USMA - West Point	91	North Carolina State University
36	Experience: 32 years	92	Experience: 5 years
37		93	
38	<b>Randy Bushey, P.E., Mining</b>	94	<b>David Green, Economics Lead</b>
39	<b>Technologies/Engineering Lead</b>	95	M.S., Economics, Portland State University
40	B.S., Engineering, U. California – Los Angeles	96	B.S., Agricultural and Natural Resources
41	Experience: 37 years	97	Economics, Oregon State University
42		98	Experience: 34 years
43	<b>Tunch Orsoy, Ecology Lead</b>	99	
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45	B.S., Zoology, U. of Georgia	101	B.S., Economics, Saint Thomas University
46	Experience: 23 years	102	Experience: 16 years
47		103	
48	<b>Angela Dalsis, Wetlands Ecology</b>	104	<b>Heather Broome, Environmental Justice</b>
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50	Florida	106	Institute of Technology
51	Experience: 12 years	107	B.A., Business Administration, Real Estate,
52		108	University of Georgia
53	<b>Rick Gorsira, Ecology and Public</b>	109	Experience: 18 years
54	<b>Involvement</b>	110	
55	B.S., Zoology, University of Florida		
56	Experience: 27 years		

## Chapter 8 – List of Preparers

1	<b>Wendy Nero, <i>Public Involvement Lead</i></b>	52	<b>CRITIGEN</b>
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3	Illinois University	54	<b>Cory Swales, <i>Geographic Information</i></b>
4	B.S., Env. Science, Morehead State University	55	<b><i>Systems Lead</i></b>
5	Experience: 27 years	56	M.S., Urban and Regional Planning, U. of
6		57	Florida
7	<b>Amanda Berens, P.E.,</b>	58	B.A., Public Administration, U. of Central Florida
8	<b><i>Hydrogeology/Groundwater Quality</i></b>	59	Experience: 9 years
9	M.S., Civil Engineering, U. of California – Irvine	60	
10	B.S., Geol. Engineering, U. of Missouri – Rolla	61	<b>ICF International</b>
11	Experience: 13 years	62	
12		63	<b>William Baird, <i>CommentWorks Software</i></b>
13	<b>R. Walter Ogburn, III, <i>Surface Water Quality</i></b>	64	<b><i>Applications</i></b>
14	Ph.D., Env. Engineering Science, U. of Florida	65	Project Management Professional
15	M.S., Marine Science, U. of Alabama	66	B.A., American Government, Georgetown
16	B.S., Biology, Rhodes College,	67	University
17	Experience: 33 years	68	Experience: 21 years
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19	<b>Elizabeth Calvit, <i>Cultural/Historical</i></b>		
20	<b><i>Resources Lead</i></b>		
21	Qualified under Secretary of the Interior's		
22	Historic Preservation Professional Qualification		
23	Standards		
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25	George Washington University		
26	B.ID., Interior Design, Louisiana State University		
27	Experience: 20 years		
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29	<b>Jim Bays, PWS, SE, <i>Reclamation/Restoration</i></b>		
30	<b><i>Technologies</i></b>		
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32	University of Florida		
33	B.S., Environmental Biology, Ohio University		
34	Experience: 33 years		
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36	<b>Steve Stuart, <i>Technical Editing and</i></b>		
37	<b><i>Document Management Lead</i></b>		
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39	Experience: 29 years		
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42	M.A. English, University of Florida		
43	Master of Divinity, Emory University		
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47	<b>Chad Tilton, <i>Webmaster</i></b>		
48	B.A., Communications and Journalism, U. of		
49	New Mexico		
50	Experience: 11 years		
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DEP 05-0081

BEFORE THE STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

In re: Lee County Utilities

Petition for Variance

OGC File No. 04-1417

FINAL ORDER GRANTING PETITION FOR  
VARIANCE FROM RULE 62-528.630(3), F.A.C.

On July 29, 2004, a petition for variance from requirements in Rule 62-528.630(3) of the Florida Administrative Code (F.A.C.), under section 120.542 of the Florida Statutes was filed by Lee County Utilities (County). The County petitioned for a variance for its Olga Water Treatment Plant (WTP) Aquifer Storage and Recovery (ASR) facility to allow arsenic concentrations to exceed the State of Florida's (State) new primary drinking water standard (standard) of 10 µg/L during January 1, 2005 through January 25, 2006.

A notice of receipt of the petition was published on the Department's Internet site on August 20, 2004.

1. Petitioner is located at 1500 Monroe Street, Third Floor, Fort Myers, Florida 33902.
2. The Petitioner wants to continue operation and testing of the County's Olga WTP ASR system well ASR-1, located at 1450 Werner Drive, Fort Myers, Florida 33905. This potable water ASR system is a multiple-use alternative water supply that is

utilized by the County to meet peak water demands, provide water during droughts, and serve as an important backup water source when the Olga WTP and other interconnected treatment facilities experience shortages due to maintenance needs and other factors. Due to dissolved oxygen and disinfection chemicals present in the recharge water reacting with the rocks and minerals in the storage zone, there is a possibility of arsenic leaching into the stored water. The County applied for a variance to allow arsenic to exceed the new State arsenic standard of 10 µg/L (the previous standard for arsenic was 50 µg/L) for all recovered water and on-site ground water. The new State standard became effective January 1, 2005. The State set the new standard for arsenic based on the Environmental Protection Agency's (EPA) standard change that is to become effective on January 25, 2006. The water that is used for recharge is potable drinking water that meets all the primary and secondary drinking water standards and minimum criteria parameters. The water that is used for recharge also has always met the new arsenic standard of 10 µg/L.

3. The applicable rules state in pertinent part:

62-520.420(1), F.A.C., - In addition to the minimum criteria provided in Rule 62-520.400, F.A.C., waters classified as Class G-I and Class G-II ground water shall meet the primary and secondary drinking water quality standards for public water systems established pursuant to the Florida Safe Drinking Water Act, which are listed in Rules 62-550.310 and 62-550.320, F.A.C., except as provided in Rule 62-520.520, F.A.C., and subsections (4) and (5) below, and except that the total coliform bacteria standard shall be 4 per 100 milliliters. In addition, the primary drinking

water standard for public drinking water systems for asbestos shall not apply as a ground water standard.

62-528.630(3), F.A.C., - No underground injection control authorization by permit or rule shall be allowed where a Class V well causes or allows movement of fluid containing any contaminant into underground sources of drinking water, and the presence of that contaminant may cause a violation of any primary drinking water regulation under Chapter 403, F.S., and Chapter 62-550, F.A.C., or which may adversely affect the health of persons.

62-550.310(1), F.A.C., - INORGANICS -  
(c) The revised maximum contaminant level of 0.010 mg/L for arsenic becomes effective January 1, 2005. . . .

4. There are no users of the middle Suwannee aquifer (aquifer which is used for this ASR) within the 9 mile area of review.
5. The storage zone is separated from the overlying aquifers by confining intervals in the Hawthorn Group.
6. Recovered water from the ASR system will be blended with a substantially higher volume of finished water from the Olga WTP prior to distribution. The finished water contains low arsenic concentrations and therefore blending will reduce the arsenic concentration to below the 10 µg/L standard.
7. Information provided in support of the County's petition indicates that to apply the arsenic standard of 10 µg/L before January 25, 2006, would create a substantial hardship for economic reasons.
8. The Department received no comments concerning the petition for variance.

9. For the foregoing reasons, it has been demonstrated that the County has met the requirements for a variance from Rules 62-520.420(1), 62-528.630(3), and 62-550.310(1), F.A.C., subject to the following conditions.

- a. Operational testing of this well must be in accordance with a Department-approved UIC construction permit.
- b. This variance is granted only for the recovered water and on-site ground water.
- c. Concentrations of arsenic in the recovered water or on-site ground water may not exceed 50 µg/L.
- d. If arsenic in the recovered water exceeds 10 µg/L the water must be blended with the potable water from the Olga WTP prior to entry into the potable water transmission system, to assure that the finished water supplied to the customers does not exceed the new standard.
- e. This variance is being granted only for the existing ASR well at this facility (not for a facility expansion that includes new ASR wells);
- f. Arsenic shall not exceed 10 µg/L at the property boundary unless:
  - (1) monitoring wells are placed to determine the lateral extent of arsenic concentrations exceeding 10 µg/L in the storage zone, and



- (2) institutional controls are in place that prohibit water wells (except monitoring wells) that withdraw water from the ASR storage zone, or
  - (3) total dissolved solids concentrations exceed 3000 mg/L in the storage zone.
- g. A report shall be provided to the Department within six months outlining the actions to be taken to ensure compliance with the arsenic standard by January 26, 2006.
- h. After January 25, 2006, the arsenic standard of 10 µg/L must be met. Any exceedance of the standard will be followed by appropriate Department enforcement action. A variance to the federal primary drinking water standard cannot be allowed.

This order will become final unless a timely petition for an administrative proceeding is filed pursuant to the provisions of sections 120.569 and 120.57 of the Florida Statutes. Any person whose substantial interests are affected by the Department's action may file such a petition. The petition must contain the information set forth below and must be filed (received) in the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS 35, Tallahassee, Florida 32399-3000. Petitions filed by Lee County Utilities, or any of the parties listed below must be filed within 21 days of receipt of this

order. . Petitions filed by any other person must be filed within 21 days of publication of the public notice or within 21 days of receipt of this order, whichever occurs first. Under section 120.60(3), however, any person who asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. A petitioner must mail a copy of the petition to Lee County Utilities, 1500 Monroe Street, Third Floor, Fort Myers, Florida 33902, at the time of filing. The failure of any person to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under sections 120.569 and 120.57 of the Florida Statutes, or to intervene in this proceeding and participate as a party to it. Any subsequent intervention will only be at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

A petition that disputed the material facts on which the Department's action is based must contain the following information:

(a) The name, address, and telephone number of each petitioner; the Department case identification number and the county in which the subject matter or activity is located;

(b) A statement of how and when each petitioner received notice of the Department action;

(c) A statement of how each petitioner's substantial interests are affected by the Department action;

(d) A statement of the material facts disputed by the petitioner, if any;

(e) A statement of facts that the petitioner contends warrant reversal or modification of the Department action;

(f) A statement of which rules or statutes the petitioner contends require reversal or modification of the Department action; and

(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wants the Department to take.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise contain the same information as set forth above, as required by Rule 28-106.301.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department final action may be different from the position taken by it in this order. Persons whose substantial interests will be affected by any such final decision of the Department on the petitions have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

Mediation under section 120.573 of the Florida Statutes is not available for this proceeding.

This action is final and effective on the date filed with the Clerk of the Department unless a petition is filed in accordance with the above.

A party to this order has the right to seek judicial review of it under section 120.68 of the Florida Statutes, by filing a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure with the clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within thirty days after this order is filed with the clerk of the Department.

DONE AND ORDERED this 2 day of February 2005 in Tallahassee, Florida.



Mimi A. Drew  
Director  
Division of Water Resource  
Management  
Department of Environmental  
Protection

2600 Blair Stone Road  
Mail Station 3500  
Tallahassee, Florida 32399-2400  
Telephone (850) 245-8335

FILING AND ACKNOWLEDGMENT FILED, on this date, pursuant to s. 120.52, Florida Statutes, with the designated Agency Clerk,

receipt of which is hereby acknowledged. All copies were mailed before the close of business on the date below to the persons listed.

C. Shields  
Clerk

02-02-05  
Date

Copies furnished to:

Cynthia Christen, MS 35

Donnie McClougherty, MS3530

Cathy McCarty, MS 3530

Susan Stafford, JAPC

Rick Diaz, Lee County

Bob Gray, Lee County Attorney

Daniel J. Acquaviva, Water Resources Solutions

Kathy Carter, MS 35

Richard Deuerling, MS 3530

Jack Myers, S District

Joe Haberfeld, MS 3530

**NOTICE OF RIGHTS OF SUBSTANTIALLY AFFECTED PERSONS.**

This determination is final and effective on the date filed with the Clerk of the Department unless a timely and sufficient petition for an administrative hearing is filed under sections 120.569 and 120.57 of the Florida Statutes as provided below. If a sufficient petition for an administrative hearing is timely filed, this determination automatically becomes only proposed agency action subject to the result of the administrative review process. Therefore, on the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. The procedures for petitioning for a hearing are set forth in Rules 28-106.201-.202 and 62-110.106, F.A.C., and are summarized below.

The Department will not publish notice of this determination. Publication of notice by you is required for you to proceed. However, in the event that an administrative hearing is held and the Department's determination is reversed, proceeding with the proposed activity before the time period for requesting an administrative hearing has expired would mean that the activity was conducted without the required permit or authorization.

The petitioner must publish, at your own expense, the notice specified below in the legal advertisement section of a newspaper of general circulation in the county where the activity is to take place. A single publication will suffice.

If you wish to limit the time within which any specific person(s) may request an administrative hearing, you may provide direct notice to such person(s), by certified mail and enclosing a copy of this determination.

For the purposes of publication, a newspaper of general circulation means a newspaper meeting the requirements of sections 50.011 and 50.031 of the Florida Statutes. Within seven days of publication, you must provide to the following address proof of publication issued by the newspaper as provided in section 50.051 of the Florida Statutes. If you provide direct written notice to any person as noted above, you must provide to the following address a copy of the direct written notice:

Florida Department of Environmental Protection, UIC Program,  
MS 3530, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400;  
Attn: Cathy McCarty.

NOTICE  
STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

The Department of Environmental Protection gives notice that a variance has been granted to Lee County Utilities for the Olga Aquifer Storage and Recovery facility to allow arsenic concentrations to exceed the State's new primary drinking water standard of 10 µg/L during January 1, 2005 through January 25, 2006.

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received by the clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Mediation is not available.

If a timely and sufficient petition for an administrative hearing is filed, other persons whose substantial interests will be affected by the outcome of the administrative process have the right to petition to intervene in the proceeding. Intervention will be permitted only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205 of the Florida Administrative Code (F.A.C.).

In accordance with Rules 28-106.111(2) and 62-110.106(3)(a)(4), F.A.C., petitions for an administrative hearing must be filed within 21 days of publication of the notice or receipt of written notice, whichever occurs first. Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000 before the applicable deadline. A timely request for extension of time will toll the running of the time period for filing a petition until the request is acted upon. Upon motion by the requesting party showing that the failure to file a request for an extension of time before the deadline was the result of excusable neglect, the Department may also grant the requested extension of time.

The petitioner shall mail a copy of the petition to the applicant at Lee County Utilities, 1500 Monroe Street, Third Floor, Fort Myers, Florida 33902, at the time of filing. The failure of any person to file a petition for an administrative hearing within the appropriate time period shall constitute a waiver of that right.



A petition that disputes the material facts on which the Department's action is based must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action; and

(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by Rule 28-106.301.

Under sections 120.569(2)(c) and (d) of the Florida Statutes, a petition for administrative hearing shall be dismissed by the agency if the petition does not substantially comply with the above requirements or is untimely filed. Complete copies of all documents relating to this determination are available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, at Florida Department of Environmental Protection, UIC Program, Room 212F, 2600 Blair Stone Road, Tallahassee, Florida. Please call Cathy McCarty to set up appointment, 850/245-8654.

**APPENDIX VIII**

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

JANE DOE 1, JANE DOE 2,  
JANE DOE 3, JOHN DOE 1,  
and JOHN DOE 2,

Plaintiffs,

v.

Civil Action No. 19-51

DONALD J. TRUMP,  
President of the United States  
1600 Pennsylvania Avenue, NW  
Washington, DC 20500

ELAINE L. CHAO,  
Secretary of Transportation  
U.S. Department of Transportation  
1200 New Jersey Avenue, SE  
Washington, DC 20590

MATTHEW G. WHITAKER,  
Acting Attorney General  
U.S. Department of Justice  
950 Pennsylvania Avenue, NW  
Washington, DC 20530

SONNY PERDUE,  
Secretary of Agriculture  
U.S. Department of Agriculture  
1400 Independence Avenue, SW  
Washington, DC 20250

KIRSTJEN M. NIELSEN,  
Secretary of Homeland Security  
U.S. Department of Homeland Security  
245 Murray Lane, SW  
Washington, DC 20528 and

THE UNITED STATES OF AMERICA

Defendants.

**MEMORANDUM SUPPORTING LANDTECH DESIGN GROUP, INC.**  
**MOTION TO INTERVENE AS DEFENDANT**

LANDTECH DESIGN GROUP, INC. (the “Engineer”), respectfully submits the following supporting memorandum of points and authorities in support of its motion for leave to intervene in this case.

**Introduction**

The Engineer requests that the Court grant it leave to intervene as a Defendant as of right pursuant to Federal Rule of Civil Procedure 24(a)(2). The Engineer has a direct and tangible interest in this litigation that will necessarily be impaired if the Plaintiff prevails. The Engineer moves to intervene in this action filed by Plaintiffs Jane Doe 1, Jane Doe 2, Jane Doe 3, John Doe 1, and John Doe 2, by and through undersigned counsel,” (collectively Plaintiffs). Plaintiffs Jane Doe 1, Jane Doe 2, Jane Doe 3, John Doe 1, and John Doe 2, by and through undersigned counsel, bring this Complaint against President Donald J. Trump, in his official capacity; Secretary of the Department of Transportation Elaine L. Chao, in her official capacity; Acting Attorney General Matthew G. Whitaker, in his official capacity; Secretary of Agriculture Sonny Perdue, in his official capacity; Secretary of Homeland Security Kirstjen M. Nielsen, in her official capacity; the United States of America; their employees, agents, constituent agencies and components, and successors in office (“Defendants”).

Through this extraordinary suit, Engineer seeks to preempt the President from ending this Shutdown or paying Plaintiff who is depriving Defendant and THE PEOPLE of the United States of a Secret deep underground US Natural Resource in Medicine, Water Supply and Energy production that teaches Mankind and Humanity how to find thousands of more in Days. Access to

a Global underground engine of Alkaline high mineral spring water from large meteor impacts has been hidden by Plaintiff for decades to create Wars and now a huge Big Pharma complex that affects US and World Nations, US and Local Elections and sustainability of GNP, Economics and Healthcare. The Defendants Federal legislative and regulatory processes through which social, environmental, economic, and national security policies are established under our Constitution, hidden by these Federal Agencies is being done to damage masses of People they are supposed to protect. The Plaintiff should remain SHUTDOWN and without Pay until they expose this World Water Resource the US Media and they are hiding from the Defendant and THE PEOPLE (The Plaintiff is hiding this with Rothschild Federal Reserve Bank) who use both State and Federal agencies such as the FBI, Secret Service, Florida Police departments, State and Federal Judiciary, Department of Education, EPA and corrupt major law firms to compel massive societal changes that the Engineer can prove the Plaintiff's rules and policies are based on lies in regards to Earth water origins, via ICE COMET THEORY vs Oceans beneath the Earth Theory. This sites knowledge would eliminate most issues and laws the Plaintiff waist tax dollar on regarding assumptions of climate change, its sea level rise assumptions, environmental rules taxing our Corporations and private industries, in which these agencies rely on for their tax base funding.

We have new CRITICAL evidence being hidden by Plaintiff and their constituents from the President and THE PEOPLE they are supposed to serve. The Plaintiff through multiple ongoing State and Federal cases involving US TERRORISM with Courtrooms in Tampa, Sarasota, Broward and US Middle District, contracted lawyers, consultants, large engineering firms, Hospitals, Hospital Foundations, Hedge Funders for Big Pharma, local regulating agencies, Florida Elected officials, Judges, Developers in Florida and abroad, employees, Foreign interests, the Department of Justice in both State and Federal Courts, with FRAUD and Racketeering acts

regarding Medicaid Fraud by hiding this Unique and Global Natural Drinking Water resource to the Tap of Millions of Homes. This unique Water and Energy production resource is hidden by a massive mob of White Collar and blue collar groups tied to Plaintiff who is working to destroy the economic drivers from critical natural resources for new medicine, energy production and sustainability.

The Engineer has access on his land to a hidden and never seen before on Earth unique natural resource that are far more efficient for healthcare and energy production that Mankind has ever experienced. This US resource is under attack by Deep State Terrorist, Plaintiff's agency employees this Shutdown can eliminate. The President is being essentially attacked and is performing his Duty as a Leader and his Job by SHUTTING DOWN their funding to these corrupt agencies being influenced by Media, Foreign and State Representatives and/or local agencies or Plaintiff. The Plaintiff is using Federal Funds to install LOWER LEVEL OF SERVICE Natural Resources in Drinking Water (polluted RED TIDE Rivers and Arsenic Groundwater treated vs Alkaline mineral spring water) at a higher cost to serve, to sell Medicine, Deaths to our children at the Tap and bottle with Cancer Rates and eugenics, unnecessary Wars caused from lack of Global resources can end in days with this secret underground US Resource and its knowledge on how to find them, hidden by both the Big Pharma and a Global New World Order Military complex driven by the Plaintiff, their liaisons through Rothschild World Bank IMF and BRICS Bank.

Plaintiff is addressing payment and re-opening of Government from the President's shutdown without addressing their failure to protect the Public and are fully aware of this public record resource the Internet, EPA, FEMA, Department of Justice in Florida and US Middle District Court, Georgia 11<sup>th</sup> District Courts of Appeal (Judge Rosenbaum married to Rothschild), Supreme Courts (see Writ of Certiorari by Daughtrey vs Rivera Trustee), are hiding, with Florida

Leaders, Sarasota Lawyers already in involved in Racketeering Acts, (see Andrew Rosin, Esq. of Sarasota caught stealing lands attacking and hiding this Resource for EPA and Mosaic Phosphate Terrorist groups) and US Congressional members, in which these crimes on record against the PEOPLE OF THE UNITED STATES the President is trying to protect with this Shutdown.

Additionally, Plaintiffs seek compensation through by this Court without any involvement or concern to expose this US and Global deep underground Ocean, its access points from Large Historical meteor impacts, that will serve and protect of millions of affected people throughout the United States and billions of other across Earth. These secret deep underground hidden resources would have protected Humanity and avoided wars from lack of food and resources for the past 40yrs since they have been hidden by the Plaintiff. These Agencies must remain shutdown until these resources and knowledge to find more is exposed to all Humanity; such as the EPA, FEMA, Homeland Security have hidden this Resource and many more even during Hurricanes throughout the past few years and used media influence, School Boards, elected officials, Banks such as the Federal Reserve to suppress public records showing a barrage of timed Terrorism acts involving Wall Street corporations, State and Federal Judges, Police, Firemen, School Boards, Hospitals, large Developers, Funding programs that are wheeled down from Federal funding to the States to hide these resources and use poor Natural Resources to get millions sick at the Tap of Homes.

Finally, the Plaintiffs members are already subject to a multitude of federal regulations under the Clean Water Act (CWA) as Intervener has filed a Notice of Intent to sue the EPA under LandTech Design Group, on December 19, 2018, (see Exhibit A) the day the Shutdown started, and has intervened in other cases, such as but not limited to the Florida Department of Administrative hearings for Peace River Manasota Water Supply, Southwest Florida Water Management district and multiple West Florida counties, Sarasota County, timed Terrorism cases

in Hillsborough County where Judges and State attorneys with the DOJ attacked this US resource for Israel Mosaic Phosphate. The Plaintiff is hiding this secret US deep underground resource with Alkaline Mineral spring water readings never seen on Earth tied to a deeper underground Ocean to fill cancer center, use Universities to file for Federal Grants and test sick children to sell bad or inefficient medicine in a massive Cancer cluster created by bottled and Treated poor Raw Water Resources purposely by these Agencies of the Plaintiff who are hiding this unique Resource that teaches a whole new reality of World Water Origins in which they collectively lied about to create a Global Warming initiative and rules that make NO SENSE and waist tax payer monies to get them sick.

The Notice of Intent to sue the EPA and other lawsuits in Sarasota 2011 CA 004209 NC, 2015 CA 006544 NC, 2016 CA 000205 NC, and cases in Broward involving Parkland Shooting timed with a Fake AR-15 cases on the Engineer by Pam Bondi and Hillsborough county to subdue intervener who has over \$400million in permit plans for a 300mile Transmission system from Tampa to Miami to lower water and power bills with Alkaline filtered spring water to the Tap vs treated arsenic ground water since 2012. The Plaintiff and this Florida group of Crooked Judges, Lawyers and Developers hiding this World Water with the Plaintiff have affected the election and THE PEOPLE by hiding this with almost all Florida Leaders, Media and the Department of Justice staff to sell this critical US hidden resource to groups like Mosaic Phosphate, owned by Israel and Saudi Arabian terrorist groups destroying local Aquifers for Bottling corps like Nestle', Coke, Pepsi and a massive list of west Florida terrorist Judges and lawyers who are helping them with the US Terrorist and the Plaintiff and its constituents. The Plaintiff must remain unpaid and SHUTDOWN for hiding this Secret US Resource under Interveners land, located in Sarasota Florida at 9438 Daughtrey Road, Sarasota, Florida 34266 via secret underground river in the rocks



2000ft below in an isolated area.

The Plaintiff is damaging Americans and regarding laws created by false Water Origin theory and hiding the proof its false affecting Worldwide critical and available water supply, free public healthcare to the taps of billions of World People and Americans, helping groups and bad leaders operate a massive Medicaid Fraud and Racketeering operations by folks such as but not limited to Senator Rick Scott, ex Presidents, Congress and more who some have a record of Medicaid Fraud issues, like Rick Scott. They are working with groups who know of this resource such as but not limited to, Moffit Cancer Centers, Shiners, Bay Care, Lee Memorial System, Universities like Harvard, Yale, Notre Dame, USF, and Mosaic Phosphate next to our land, including a number of record cases with ACOE and Sierra with Greenberg Traurig Law, Foley Lardner Law, Henderson Franklin, Gray Robinson, multiple Tampa, Sarasota, Manatee, Charlotte, Lee, Collier, Broward, Palm Beach and Dade County law firms attacking the Engineer, the US Resource and helping these foreign terrorist corporations.

Mosaic Phosphate in particular is known for destroying drinking water supply and is located next to the Engineers property hiding more like this, has influenced local leaders and these Federal Agencies to hide this US Resource that shows America how to find many more in days from its geological indicators. The indicators from our professionals and ongoing cases in both State and Federal courts by our clients, Local Florida, Federal and State agencies, and the Engineer show the EPA, NASA, USGS, FEMA, Homeland Security, Tampa McDill AFB, Bush Family, Clinton, School Boards, Florida leaders, Candidates, Media and other Federal agencies tied to Rothschild Federal Reserve bank knew of this UNIQUE GLOBAL MEDICINE CHANGING UNLIMITED and ENDLESS Water supply resource and others but hid them with Defendants throughout the Country and Florida to sell bad Medicine, kill Americans with Cancer

rates at the tap, created foreclosures in US Middle District Bankruptcy courts, ran up debts to over \$20trillion this would have satisfied in the fallout during the Bush, Clinton and Obama eras, in a massive Eugenic operation against the tax payers. For all of these reasons, it is critical that they have the opportunity to intervene.

In the alternative, the Engineer requests the Court grant permissive leave to intervene pursuant to Federal Rule of Civil Procedure 24(b)(1)(B), on the grounds that the Engineer has claims and defenses that share common questions of law and fact with the main action here. As a land holder with access to this secret Resource for the Defendant to inspect, hidden by the Plaintiff, with special interest in the administration of Federal funding for a large transmission that solves the Florida North South Water conflict and cancer rising from current water resources used by Plaintiff, the Engineer should be permitted to intervene as even Common Cause itself has in prior litigation involving important legal issues. *See Kobach v. United States Election Assistance Comm'n*, 2013 U.S. Dist. LEXIS 173872 (D. Kan. Dec. 12, 2013) (in which Common Cause was granted permissive intervention). Indeed, the Engineer has previously been allowed to intervene as a Defendant- Intervenor, in similar cases that have not been denied and are awaiting hearing dates, such as but not limited to Department of Administrative hearings case 18-3276 with an EPA and FDEP agency in West Florida called Southwest Florida Water Management District and a corrupt Regional Peace River Manasota Water Supply agency owned by Sarasota, Charlotte, Desoto, Manatee Counties who are building huge ZIKA POND reservoirs subject to open to the Sky terrorism in the SWAMP that cannot be detected by Radar, right where 9-11 pilots practiced. Drones and pesticide planes can attack a 4-county regional system where Radar can't detect going against all Stafford Act 6.11 issues of being pro-active on Water Supply protection. This system and these Federal funded agencies have had this resource and permit

with their corresponding local leaders, Police, Judges and hid this to attack Americans and sell it off to foreign corps and keep Cancer rising at the Tap. See EPA Health Advisories where Tap water treatment is based on Cancer Rates and FDEP 62-555(310) F.A.C which these agencies are ignoring to steal Medicaid monies with this racketeering operation. Our indicators show Flint Michigan has another access point and these Florida leader and Flint Michigan leaders knew and purposely hid this resource for Mosaic Phosphate and corrupt Congress leaders and Wall Street Big Pharma special interest.

Since the Engineer has been kidnapped by Hillsborough County where Mosaic controls huge Mining compact deals that are timed with Electoral votes and Elections, the Plaintiff with a huge mob and racketeering Medicaid fraud group, tied to US Terrorism acts, Senator Rick Scott, Congresswoman Nancy Pelosi, timed fake police reports with Obama and Pam Bondi, Tampa State Attorneys, Lee County State Attorneys, to hide this secret underground endless Massive US resource in water supply, medicine and energy production. The Engineer is filing said issues but due to the massive group attacking THE PEOPLE, tax base and his family, with local Masked cops, Pedophile gangs of Elite hiding this Resource with Hospital foundation in Florida, tied to corrupt owners of Walt Disney, Seminole Tribe Casinos, NFL owners, bad FBI agents, Hollywood Producers and Actors, Fox, CNN, ABC, SNN, 60 Minutes and Wink News teams Fort Myers, has been delayed on other cases as permits are being processed by a ONE MAN shop since all the engineers in the region helped set this up with the local Federal agencies tied to the Plaintiff and the States funding through State Revolving funds, Federal Grants, Universities hiding this like Harvard, Yale, Notre Dame, UF, USF, FSU, SMU and many more on our list, etc.

If intervention is granted, the Engineer will participate in this case on the schedule that

will be established for the existing parties; will avoid unnecessary delays or duplication of efforts in areas satisfactorily addressed and represented by the existing Defendants, to the extent possible; and will coordinate all future proceedings with the existing Defendants, to the extent possible.

The Federal Rules of Civil Procedure and the Local Rules of this Court do not require the Engineer to attempt to meet-and-confer with the other parties prior to the filing of this motion.

**I. The Court Should Grant Intervention as of Right.**

Upon filing of a timely motion, Federal Rule of Procedure 24(a)(2) requires that this Court “permit anyone to intervene who ‘claims an interest relating to the property or transaction that is the subject of the action, and is so situated that disposing of the action may as a practical matter impair or impede the movant’s ability to protect its interest, unless existing parties adequately represent that interest.’ As to adequacy of representation, the “‘requirement of the Rule is satisfied if the applicant shows that representation of his interest “may be” inadequate; and the burden of making that showing should be treated as minimal.’” *Lake Inv’rs Dev. Grp., Inc. v. Egidi Dev. Grp.*, 715 F.2d 1256, 1261 (7th Cir. 1983) (quoting *Trbovich v. United Mine Workers of America*, 404 U.S. 528, 538n.10 (1972)).

When seeking intervention as of right under Rule 24, an applicant must “(1) make timely application, (2) have an interest relating to the subject matter of the action, (3) be at risk that that interest will be impaired, ‘as a practical matter,’ by the action’s disposition and (4) lack adequate representation of the interest by the existing parties.” *Nissei Sangyo Am. v. United States*, 31 F.3d 435, 438 (7th Cir. 1994).

“A motion to intervene as a matter of right . . . should not be dismissed unless it appears to a certainty that the Intervenor is not entitled to relief under any set of facts which could be

proved under the . . . complaint.” *Lake Inv’rs*, 715 F.2d at 1258. Here, the Engineer’s Motion satisfies each requirement of Rule 24(a).

**A. The Engineer’s Motion Is Timely.**

First, Rule 24 requires that a motion to intervene be timely filed. As interpreted by the Seventh Circuit, this requirement “essentially sets out a reasonableness standard: potential intervenors need to be reasonably diligent in learning of a suit that might affect their rights, and upon so learning they need to act reasonably promptly.” *Nissei Sangyo Am. v. United States*, 31 F.3d 435, 438 (7th Cir. 1994).

There has been exceptionally little time since the Engineer became aware of this case, and therefore of its interest in it. The Complaint was filed on January 9, 2019. To date, no other pleadings other than the initial Complaint have been filed. The docket shows that summons have been issued, but does not show that the Defendants have been served with the Complaint, thus the deadline for the Defendants to file a responsive pleading is unknown. The Engineer submits that the time to file this Motion could hardly have been shorter. No scheduling order has been set, no discovery has been undertaken, no dispositive orders have been entered, not trial date has been set, and Defendants have not filed an answer. The Engineer is filing this motion as soon as possible following the filing of the Complaint. A motion to intervene filed less than 1 week after the case was initiated is timely.

**B. The Engineer Has a Strong Interest in the future Federal Funding by Plaintiff and Defendant to convey these hidden US Resources to THE PEOPLE, their Taps and New Medicine production.**

Second, Rule 24 requires that a movant “claim[] an interest relating to the property or transaction that is the subject of the action, and [be] so situated that disposing of the action may as a practical matter impair or impede the movant’s ability to protect its interest” Fed. R.

Civ. P. 24(a)(2). Whether an Intervenor in a given case has a significant interest is a fact-specific inquiry, such that “comparison to other cases is of limited value.” *Sec. Ins. Co. of Hartford v. Schipporeit, Inc.*, 69 F.3d 1377, 1381 (7th Cir. 1995). Accordingly, the Intervenor must simply show “a direct, significant, and legally protectable interest” that is unique from the parties in the case. *Keith v. Daley*, 764 F.2d 1265, 1268 (7th Cir. 1985).

The Engineer has an interest in ensuring that the constitutional balance vesting state control over funding programs is preserved and that the democratic right to participate effectively and in state-prescribed issues of Federal funding is ensured for all citizens in Florida and other States where other secret Blue Gold veins of this Unique Medicine Water tied to Oceans exists (see Gilberti KT Hypothesis).

The Engineer is an Florida-based limited Liability Corporation that has as its mission the advancement and protection of the integrity of American citizens and preserving the constitutional balance giving states control over their ability to get the best Natural resources, Medicine and drinking Water to their taps, that is healthier than any bottled water on the Planet and is FREE as this is THE PEOPLES WATER. The Engineer helps citizens defend the integrity of their right to Liberty and the pursuit to Happiness through healthier homes and Schools through water supply from these secret Blue Gold resources, by providing access from his lands, educating them on efforts to erode their right to know of this Global Change in Thermodynamic modeling for Energy and Water supply hidden by Plaintiff and leader for decades, taking action to ensure that the Infrastructure and Medicaid funding through election processes and media are exposing this World knowledge and resource, and by helping States enforce their constitutionally laws to provide these US Resources to Mankind and THE PEOPLE of the UNITED STATES OF AMERICA as well as its Soldiers.

The Engineer has numerous unique interests in this case. The Plaintiff's lawsuit profoundly threatens the Public Safety and Welfare as well as US National Defense for the entire US Population and the Defendants ability to operate effectively. This US Resource cannot be moved or destroyed but is hidden! The Plaintiff's lawsuit seeks to impose payment without performing is fiduciary duty as an agency to protect America. The Plaintiff seeks to impose limits clearly beyond what was contemplated by Congress. Therefore, the Engineer has a vested interest in preserving the constitutional balance between the states and the federal government regarding the control of the electoral process for funding and the next election which this exposure would put President Trump in a focused team effort with the Plaintiff, our US military to build a massive new Alkaline Spring water infrastructure down Railroads, providing raises and new construction booms from God given hidden resources, to serve all taps of America, new medicine and energy production as we are essentially viewing the Earths Water engine entirely different than what the Plaintiff has sold Humanity for over 40yrs. The metal for new railroads, pipelines, homes and it demand increases, computer parts, magnetic propulsion and efficiencies are increases and much more with this sites exposure. In the end will bring Job security to both parties and all America through God made underground resources hidden by Rothschild Federal Reserve who can restructure and now help Humanity and end all US Debt in days. This resource produces far more than printed money.

**C. The Engineer's Interests Will Be Impaired if Plaintiff Prevails in this Action.**

When the disposition of a case will "as a practical matter foreclose rights of [a] proposed Intervenor[] in a subsequent proceeding", the proposed intervenor's interest will be impaired. *Meridian Homes Corp. v. Nicholas W. Prassas & Co.*, 683 F.2d 201, 204 (7th Cir. 1982). Here, if Plaintiff prevails, it will have successfully blocked the state from using illegitimate programs

building poor resources for water supply that are future terrorist attacks, lower Medicaid fraud issues by Florida leaders, and sell bottled medicine water where proceeds go back to Education, Social Security and Environmental needs to clean up Red Tide and pollutions. Water for cleaner energy starts with cleaner raw water resources not printed money from Rothschild Federal Reserve that is the cause of this Shutdown. If Plaintiff prevails it will upset the federalist balance struck by the Constitution and restrict America's ability to maintain sustainability through more powerful Natural Resources for Water Supply, Healthcare risks, Medicine and Energy production. The Engineer would not be able to bring a subsequent action in order to restore that balance or to ensure that this list maintenance tool be used. Further, it will undo the progress Florida and other States has made in recent years in bringing its list-funding programs into compliance with its Defendants obligations to serve the Public its higher level of service natural resources hidden for over 40yrs.

**D. Existing Parties Will Not Adequately Protect the Engineer's Interests.**

Absent the opportunity to intervene, the Engineer's interests almost certainly will not be adequately represented. Accordingly, the Engineer is able to meet its "minimal" burden of showing that its interests are not already represented in this litigation.

First, the Defendants' interests are different and distinct from the Engineer's interests. As such, the Defendants are not likely to press fully all defenses available in this case. Nor is the Defendant likely to press against the factual assertions contained in the Complaint as fully as they might. The Engineer is unrestrained by political concerns and can provide this Court with the full range of potential factual defects in the Complaint.

Most of all, the Engineer's arguments are different in that they explain how Plaintiff's have hidden critical US Resources from the Defendant since the Election. While the Defendants



can demonstrate this US Resource with the Engineer within hours with a lab and pump report as nobody is moving this massive access to a secret underground ocean.

In addition, the Engineer's ultimate objectives are not necessarily aligned with that of Defendants either, even though they are on the same side of the litigation. *See Lake Inv'rs*, 715 F.2d at 1261 (7th Cir. 1983). The government's representation in this case will likely focus on preserving the *status quo* and maintaining the functioning of politics to affect the SHUTDOWN and their personal needs vs the reason the Shutdown was necessary outside, over and above the construction of a Wall along the Mexican border. The government is unlikely to fully reveal the extent of prior failures to conduct list maintenance and the reasonableness of legislative changes to correct that failure. The Engineer's interest and representation will also be focused on the broader jurisprudential implications of Plaintiff's challenge and its ramifications on the federalism balance of power regarding future funding to the 50 States and their priorities. Thus, there will likely be differing points of view between the Engineer and the Defendants on the litigation as a whole.

Accordingly, Defendants will undoubtedly *not* make all of the Engineer's arguments. Nor are they capable and willing to make such arguments. In particular, the Engineer will argue that Plaintiff's challenge to defendants process to Federal funding, payments for their lack of work or potential acts of crimes against the United States using the Media to hide this Global Water Knowledge this resource shows mankind how to find through geological indicators, is flawed for several reasons unlikely to be echoed by the Defendants. Also, the Engineer will provide factual arguments regarding assertions in the Complaint which Defendants are unlikely to provide.

It is extremely unlikely that the Defendants will press arguments regarding the

implications of Plaintiff's theories and interpretation of methods they use for funding to hide this US Resource that was discovered by the Engineer in 2012, and hidden through two full Presidential elections by the Plaintiff. As a result, the Engineer will offer a critically important position for the Court to consider that the other parties will not. This position is further enlightened by the Engineer's unique knowledge gained from litigation elsewhere involving the same issues and corruption. If Plaintiff seeks to payment for poor services and potential crimes to the public as a whole, the standard through this litigation, this Court will benefit from the Engineer's presence in this case.

## **II. In the Alternative, the Court Should Grant Permissive Intervention.**

If the Court nonetheless determines that the Engineer is not entitled to intervene as of right, it should grant permissive intervention. Fed. R. Civ. P. 24(b). Rule 24(b) authorizes the Court to grant permissive intervention to anyone who "has a claim or defense that shares with the main action a common question of law or fact." A district court has "broad discretion" to permit intervention. *Griffith v. Univ. Hosp., L.L.C.*, 249 F.3d 658, 662 (7th Cir. 2001). The Court must determine whether a proposed intervenor's claims and the main action share a common question of fact or law and then whether the intervention will unduly delay the litigation or prejudice the original parties.

### **A. Timeliness and Delay**

In considering the timeliness of the intervention, the Court should consider the totality of the circumstances, *NAACP v. New York*, 413 U.S. 345, 366 (1973), including the length of time since the movant knew of its interest in the case; prejudice to the existing parties caused by any delay in intervening (but not delay caused by the intervention itself); prejudice to the proposed Intervenor, and the existence of any unusual circumstances, *United Nuclear Corp. v. Cannon*,

696 F.2d 141, 143 (1st Cir. 1982).

As is stated above, the Engineer is filing this motion as soon as possible following the filing of the Complaint. The Engineer submits that any additional issues it intends to raise and litigate will cause no delay in this litigation.

**B. Common Question of Law or Fact**

The movant is not required to assert a separate or additional claim or defense in order to show commonality. Instead, permissive intervention is appropriate where the proposed intervenor's "defense raises the same legal questions as the defense of the named defendants." *Kobach v. U.S. Election Assistance Commission*, No. 13-CV-4095-EFM-DJW, 2013 WL 6511874, at \*10 (D. Kan. Dec. 12, 2013) (quoting *Miller v. Silbermann*, 832 F. Supp. 663, 673 (S.D.N.Y. 1993)). In another case, "organizations with a 'special interest in the administration of election laws' were granted leave to intervene permissively in an action wherein Florida sought preclearance of recent changes to its election laws, including voter registration restrictions." *Id.* (quoting *Florida v. United States*, [820 F. Supp. 2d 85, 86-87 (D.D.C. 2011).) Similarly, the Engineer has a special interest in the elections for funding to the 50 States based on their coinciding regulations and laws. Overall, the questions of law and fact raised by the Engineer's defense are certainly the same as that of the existing action between the current parties. The Engineer's interests are different and distinct, but the legal issue is the same.

The Engineer's land located at 9438 Daughtrey Road, Sarasota, Florida 34266, that accesses this secret deep underground hidden Global Drinking Water and New Energy Resource, hidden by the Defendants and Florida Leaders and all major US Media networks attacking the Plaintiff involve protecting the constitutional arrangement whereby states are able to structure their own Federal Funding programs through the State Revolving funds, Grants for

Universities, Water Supply Boards, county infrastructure improvements, Hurricane Disaster Recovery, FEMA, Homeland Security, and its timing for electoral voting, contributions from awarded Federal funded and State contracts that affect elections and Public Health and Jobs.

The Engineer's existing lands demonstrates that it denies the legal assertions made by the Plaintiff in its Complaint as its depriving President Trump and his members of Critical US Resources THE PEOPLE OF THE UNITED STATES OF AMERICA need, the Plaintiff tied to Terrorism acts in Florida and Boston are trying to sell off to Foreign Terrorist groups and Corporations like Rothschild World Bank, Isreal-Saudi Arabia owned Mosaic Phosphate in West Florida and Nestle' Bottling Corps. The Engineer possesses a unique land, access to a natural resource deep below from a Meteor impact, knowledge, perspective, and expertise regarding Agency funding and permitting matters, which has been recognized by other courts that have accepted its appearance as a permit for a 300mile Transmission and connection to a massive 6-County infrastructure with one pipe in Sarasota Florida that can serve millions in just months and more in the next few years to almost half the residents of Florida.

The Engineer has filed in cases elsewhere courts are allowing but awaiting hearings or in abatement since the exposure within Florida and US Courts. Finally, the Engineers plans, permit petitions, presentations to commissioners from Sarasota to South Florida, Miami, Broward, School boards, health agencies, EPA and FDEP agencies and activities fundamentally deal with a special interest in the administration of voting and its funding approvals and essentially infrastructure needs in the States provided by the Plaintiff in State Revolving Funds by Federal programs. *See Florida*, 820 F. Supp. 2d at 86-87.

### **III. Conclusion**

For the foregoing reasons, the Court should grant the Engineer's Motion to Intervene as

of right or, in the alternative, permissively.

**CERTIFICATE OF SERVICE**

I certify that on January 13, 2019, I caused the foregoing to be filed with the United States District Court for the District of Columbia via the Court's CM/ECF system, and/or US Priority mail which will serve all registered users.

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## EXHIBIT A

### LANDTECH DESIGN GROUP, INC.

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November 23, 2018

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1200 Pennsylvania Ave, N.W.  
Washington, DC 20460

Honorable Mary S. Walker  
Regional Administrator  
U.S. EPA Region IV  
Sam Nunn Atlanta Federal Ctr  
61 Forsyth Street, SW  
Atlanta GA 30303

**RE: Clean Water Act Notice of Intent to File Suit**

Section 505(a)(2) of the Clean Water Act (CWA) and

Section 1449(a)(2) of the Safe Drinking Water Act (SDWA)

- Failure to Utilize Higher Level of Service for Raw Water Resources from EPA and Peace River Manasota Water Authority Florida hidden Underground Alkaline Endless Spring Water River and improper use of State Revolving Funds, US Grants to build potential Terror attack above Sky Reservoirs (ZIKA Ponds) via RV Griffin Reservoir after Hurricane Charlie pursuant to Title 42 U.S.C. to protect the Public Safety and Welfare of US citizens at the Tap of a 4 to 6 County Regional System.
- Harboring known US Terrorist Attacks surrounding this critical medicine changing Unique underground Spring water mixture and Resource and its court docket timing to kidnap engineer Gilberti while attacking his land and his clients land with Florida Dept of Justice and Leaders.

Dear Acting Administrator Wheeler and Region IV Administrator Walker:

LandTech Design Group, Inc. (LDG) hereby gives Notice of Intent to file suit under the both Section 1365 citizen suit (33 U.S.C. §1365) provision of the Clean Water Act (CWA) and the Federal Administrative Procedures

Act (APA) (5 U.S.C. Section 701-706) against the U.S. Environmental Protection Agency (EPA), Acting Administrator Andrew Wheeler in his official capacity as EPA Administrator, and against Mary S. Walker in her official capacity as EPA Regional Administrator for Region IV, for their failure to perform EPA's following non-discretionary duty under Section 303(d) of the CWA and 40 C.F.R. §130.7 and Failure to utilize an available Underground hidden Alkaline Spring Water River known for 40yrs by Southwest Florida Water Management District, EPA officials and staff, Department of Interior, Manatee, Hillsborough, Desoto, Charlotte, Lee, Collier and Sarasota counties for HIGHER LEVEL OF SERVICE Raw Drinking Water Resources to millions of Florida citizens to Lower Cancer Rates in the Region at the Tap. Current FDEP Regulations 62-555 (310) as written pursuant to the EPA Clean Water Act of 1974 and its revisions and additions thereto.

1. Peace River Manasota, Sarasota, Charlotte, Manatee Counties, City of North Port, City of Punta Gorda has hidden this US Resource to fill cancer centers with Medicaid Fraud Gov Scott and a massive Racketeering Act to sell medicine and fill Cancer Centers. Current City of Punta Gorda utilities is expanding a Shell Creek Treatment facility and purposely ignored a Sarasota 2014 transmission permit application submitted by LandTech to connect to the Peace River Manasota Water Supply board owned by Sarasota, Desoto, Charlotte and Manatee county. These counties are stealing Medicaid money by pumping a known Arsenic River to millions of Homes and ignoring this Spring Water unique Natural Resource that is not a spring but a massive underground River with Alkaline readings from a Titled platform from the K-T Event. This resource has been flowing for over 65million years and is not leaving or running out. It has the endless capacity and can serve 10million plus homes via a submitted FDOT 300mile Antioxidant spring pipeline from Tampa to Miami from this Source. Phase 1 charges Peace River counties and Fort Myers and Naples with minimum costs to the Region less than Shell Creek WTP expansion. Southwest Florida Water Management District with Governor Rick Scott has attacked Engineer Gilberti land with local Mosaic Phosphate attorneys Greenberg Traurig and a slough of Medicaid Fraud Racketeering groups tied to US Middle District, Tampa District 13, Sarasota District 12 and Lee county District 20.
2. EPA has a duty to come to Gilberti Ranch and test this US Resource under attack by Local Leaders and Developers hiding it to fill Cancer Centers with Lower Level of Service Raw Water Resources falling the Intent of the Clean Water Act and using 50 States of Grant money to build RV Griffin Reservoir

with Southwest Florida Water management District, FDEP SRF Funding, State Revolving Funds, State Cooperative funding to keep Cancer rising, stealing Grants for 50c13 Cancer Research at USF Moffit and other Universities across America in within a massive west Florida to south Florida Cancer cluster that ignores Raw Water Quality resources such as this 2000ft deep underground River in the Rocks showing a pH=7.49, Chlorides at 206mg/l, Calcium at 114mg/l, Magnesium at 78mg/l ready to drink Spring Water tied to a underground ocean. As a Professional Engineer for over 15yrs we ask the EPA and its consultants to come to our land, as will provide access to test this never seen on Earth Water Quality, perform pump report test and see the massive natural Frack past 1100 feet that yield tremendous flows that eliminate Water shortage issues, lowers water bills, cancer rates and provides enormous Sustainability to the Region.

3. EPA has a Duty to inspect this Unique wonder of the World that shows Mankind how to find the rest hidden across America, such as near Flint Michigan, the Tri-State Florida Water War in Alabama-Georgia region and even near Washington DC at the Chesapeake impact crater.
4. A large \$500 million reservoir (RV Griffin) was installed and a 20mile 42-inch Water main by Southwest Florida Water Management (SWFWMD), Peace River Manasota Water Supply Authority (PRMWA) stole 50 states of Grant money by to hide a secret underground Alkaline River tied to an Ocean under Joe Gilberti's land and Cecil Daughtrey lands with unlimited Cancer slowing ready to drink Spring Water after Hurricane Charlie. Southwest Florida Water Management and Sarasota county gave Florida Forever Trust funds to Longino, Carlton and Walton Ranches along the this improvement who also have known of this secret underground River as these families have grown up for generations together and the Well accessing the Secret isolated river was dug in 1969 and had a WUP with SWFWMD for since 2001. These SWFWMD Reservoirs like RV Griffin are essentially high maintenance ZIKA PONDS that we have permit plans showing to convert these potential Water supply terror attacks to a Power plant with our endless underground spring water resource, engineering plans and connection. This Reservoir extorted American Tax money for Power corps in the area like FPL, Duke Energy and PRECO while creating cancer clusters, death of Americans at the Tap to millions and a potential and above sky terror attack from Pesticide Planes at the Reservoir hidden in a Swamp of Trees where low flying planes and drones cannot be detected. See FEMA Stafford Act 6.11.



5. A simple Water health scan and pump report can verify this World Drinking Water resource in a few hours which eliminates billions of Tax dollars being wasted by SWFWMD, West Florida County commissioners, Peace river Manasota and Florida Forever Trust funds building these Poor Water Supply systems from Poor Water supply resources pursuant to FDEP 62-555 (310)
  
- 6 All plans and regional permit petitions have been ready for approval and obtained by FDEP director Jon Iglehart in Fort Myers Florida. Application fees of \$10,300 cleared by FDEP in November 2013 with Brian Dietz P.E.; these permits were transferred to FDEP Fort Myers Florida December 31, 2013. Resubmitted was done again after hurricane Irma where FPL, Duke, and all Florida leaders, SWFWMD, and EPA purposely hid the resource with to put Americans at risk.
  - a. Engineer Gilberti is in litigation with a group called 72 Partners LLC in Sarasota County which includes five men named, Thomas Howze, Lee Pallardy, Kenny Harrison, Laurence Hall and Spenser Hall. Kenny Harrison owns Harrison Cattle LLC which leases land from SWFWMD at the RV Griffin Parcel where the RV Griffin Reservoir was built to steal \$500million from 50 States after Hurricane Charlie and hide this Resource to serve it to Mosaic Phosphate who is destroying Aquifers with the help of these groups included in this Lawsuit. This is a Racketeering operation to sell medicine as when taking a shower a liter soaks into the body hence driving home values down and cancer rates and water bill up in the region using POOR Raw Water resources.
  
- 7 The Supreme Court has been filed by Cecil Daughtrey on a barrage of Terrorism acts timed with Tampa District 12, Lee county District 20 as well as Sarasota District 12 lawsuits and kidnapping of engineer Gilberti with falsified police reports by Mosaic Phosphate chief council who was fired on our Property due to Mining compact conflicts on our land holding a SWFWMD mining permit from 2009 with phosphate in the dirt in the Mosaic Phosphate District of Sarasota county.
  
- 8 This resource under our land hidden by the SWFWMD, Peace River and West Coast engineers, leaders and Media shows underground formations and knowledge that millions more exist across the Earth, to help other US States and other nations.
  
- 9 Israel Mosaic Phosphate next to our land Nestle, Coke, Pepsi, Disney and all hospitals hid this U.S. resource to the tap with Tampa to Ft Myers Agencies, Engineers, EPA for 40 years to sell medicine and kill people with

cancer, diseases, and a low level of service (LOS) in drinking rain water resources. The well was dug in 1969.

- 10 See FDEP Revolving fund to Marjorie Stoneman Douglas Building in Tallahassee 1-28-2018 then suddenly a Parkland Marjorie Stoneman Douglas High School shooting or terror attack 17 days later with 17 shot and 17 wounded and our engineer was kidnapped by Tampa District 13 again to stall our permitting and investment groups or run them off?
- 11 A class action and RICO is at hand on hiding Critical US Drinking water supply resources and medicine tied to a massive Medicaid fraud operation by leaders, developers and Hospital foundations in Florida. This needs to be forwarded by all parties to Washington State Attorneys office to investigate the aforementioned immediately and put on US media to find more issues of agencies, their lawyers and engineers purposely hiding Raw Alkaline spring water resources that never end in flow and capacity.
- 12 President Trump, Congress and Media must take action on these critical issues and this unique resource hidden by Hospitals stealing Medicaid from Lower level of Service Water Supply, Colleges and Universities, Agencies, Department of Justice, EPA, NASA and US media.
- 13 Indicators show SWFWMD, West Florida Leaders, Tampa Bay Water, Peace River Manasota Water supply, Israel Mosaic Phosphate, Rothschild IMF World Bank, and Federal Reserve central banks hid this Resource for over 40yrs to create cancer clusters and Wars as this site shows Mankind how to find many more access points to this Underground Ocean of Unique Spring Water ready to drink right out of the Ground.
- 14 Public Service commission complaints on FPL, Duke Energy and more were filed in 2012 by others PSC Complaints 05400-13 and 02424-13 with Gilberti Water supply documents attached at the same time Duke and Progress Energy were assessing \$1.5billion to clean up a STILL EMITTING Nuclear Power plant in Crystal River which are the Headwaters of Hillsborough River pumping 65MGD of Radioactive Water to the Tampa Region to fill Moffitt cancer centers and USF Cancer Grants. Very similar to Radioactive mining spill by Mosaic Phosphate during 2011 Fort Meade Case when Gilberti and Daughtrey fired Dave Weinstein of Greenberg Traurig due to conflicts as he was on that case, our lands, and we have a Phosphate mining permit and a deep Floridan well, the two essentials for a Fertilizer plant. Now Desoto where Peace River Water plant is working

Horse Prairie which was traded as a settlement in the Fort Meade Case. Mosaic was after our site timed with their RV Griffin improvements! They would have never opened it; they would just sell medicine and create more cancer centers with Medicaid Fraud Gov Scott.

*Administrative Law Judge J. Lawrence Johnston will conduct a hearing to consider the environmental effects and any other appropriate matters regarding whether to approve the site certification of the proposed Progress Energy Florida, Levy Nuclear Plant Units 1 and 2, application for site certification number PA08-51, DOAH Case number 08-2727EPP, DEP Office of General Counsel Case Number 08-1621, pursuant to the Florida Electrical Power Plant Siting Act, Sections 403.501-.518, Florida Statutes. ...*

**Meeting:** hearing

**Contact:** Mr. Michael P. Halpin, P.E., Marjory Stoneman Douglas Building, 3900 Commonwealth Boulevard, M.S. 48, Tallahassee, Florida 32399-3000, (850)245-2007.

- 15 The Administrative Law Judge can order (daily) multiple lab tests and verify the resource with our experts, such as Jim Murray in Palm Beach Florida of AMPS Aquifer maintenance who performed a DTH video showing higher benefits as we drill deeper.
- 16 After this discovery of a massive underground ocean from a Meteor impact crater verified by Oil consultants, suddenly Tampa Dist 13 kidnapped engineer Gilberti for 300days on Boston Marathon explosion day 4-15-2013 after sending a Jog email of Leaders and FDEP with Hershel Vineyard of Foley Lardner and Gov Rick Scott running in a Torch run 5hrs earlier on file in Tampa and Sarasota Courts. See LandTech Design Group vs 72 Partners Inc. All in an effort to hide this Secret Underground Ocean from THE PEOPLE and their home taps and tax Americans with unnecessary Reservoirs to sell medicine as Tap Water is based on Cancer Rates. Alkaline Natural Spring water with lower water bills eliminates the need for Rivers, Reservoirs and huge lawsuits and loafing like this case at hand.



**Rob Stampe is being deposed who worked on Gilberti plans married into the Sam Walton family (Wal-Mart) and is taking pictures with Gov Scott two different times to testify on all said issues of Corruption against THE US PEOPLE on this Water Supply!**



**This FDEP Email was sent 5hrs before the Boston Bomb and suddenly Gilberti is kidnapped by Pam Bondi and Obama in District 13 with Judge Dominquez and Judge Conrad with Mark Ober and a slew of State Attorneys and Public Defenders**

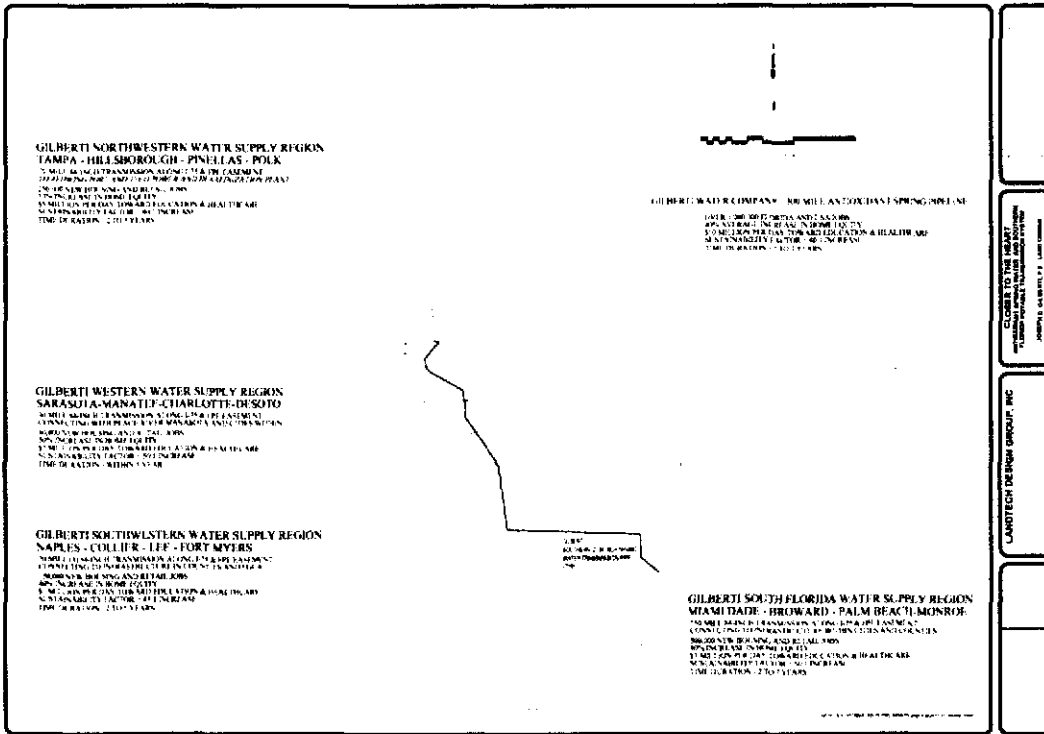
**Gilberti Blue Gold –“The People’s Water”**

### **GILBERTI K-T HYPOTHESIS**

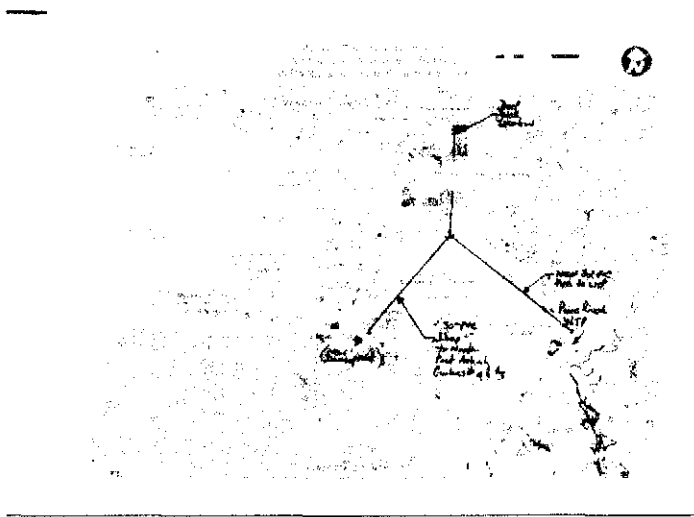
**Yucatan Meteor Impact or K-T Event tilts Florida Platforms accessing Alkaline Spring Water Oceans beneath the Earth hidden 40yrs for Eugenics.**



**300-mile Antioxidant pipeline solves Florida North South Water Conflict submitted to FDOT in 2014 on file**

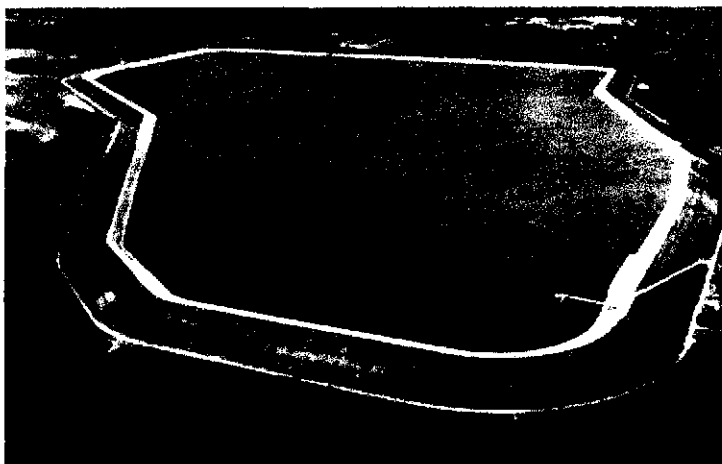


Local Peace River Manasota Water Supply Infrastructure adjacent to Daughtrey and Gilbert Lands used ELAPP in Sarasota, Peace River Manasota Water Supply Authority, SWFWMD and Florida Forever Trust Funds with Carlton, Walton and Longino to hide this Resource and build unnecessary RV Griffin Reservoir on this Map



ZIKA Pond Reservoirs built to Hide Secret Underground River of Spring Water to fill Cancer Centers using a Lower Level of Service in the Swamp subject to Pesticide plans, drone attacks

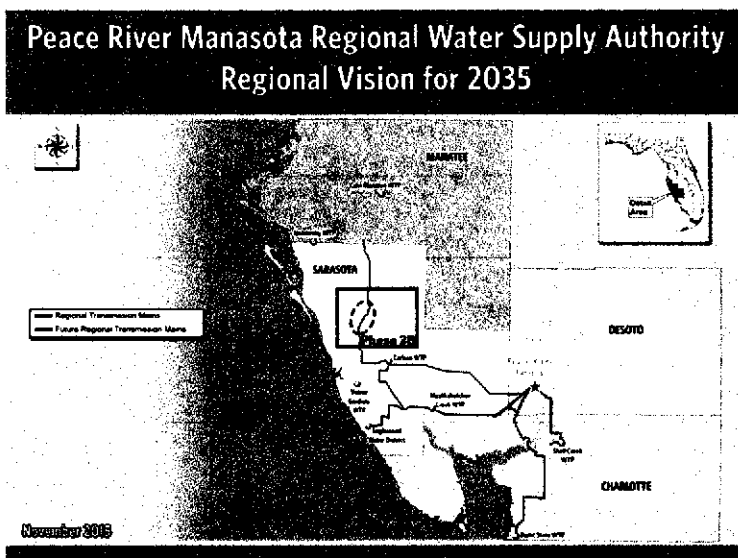
pursuant to Stafford Act 6.11



Peace River Manasota Water Supply System next to Daughtrey Lands hiding this Critical US Resource to fill Cancer Centers with US Families and Children from Radioactive Mosaic RED TIDE rivers water Supply

VERSUS

Endless less expensive Alkaline Mineral Spring Water Supply



Four county commissioners via Sarasota, Desoto, Charlotte and Manatee County own this Regional system.

Unique Alkaline Mineral Spring Water Readings tied to Secret Underground Ocean isolated

under Daughtrey and Gilberti Sarasota lands hidden by SWFWMD, Sarasota-Charlotte-Desoto County, Peace River Manasota Lawyer, Engineers and consultants and EPA

**ETR Environmental Testing & Research Laboratories**

Report #: 11712156

Date : 11/7/2012

P.O Number: 102 Ck

Same as Client

Matrix: Well Water

Client: Cecil Daughtrey Jr.

Sample: 9438 Daughtrey Rd

Location: Sidell FL 34266

Phone: 813-475-8000

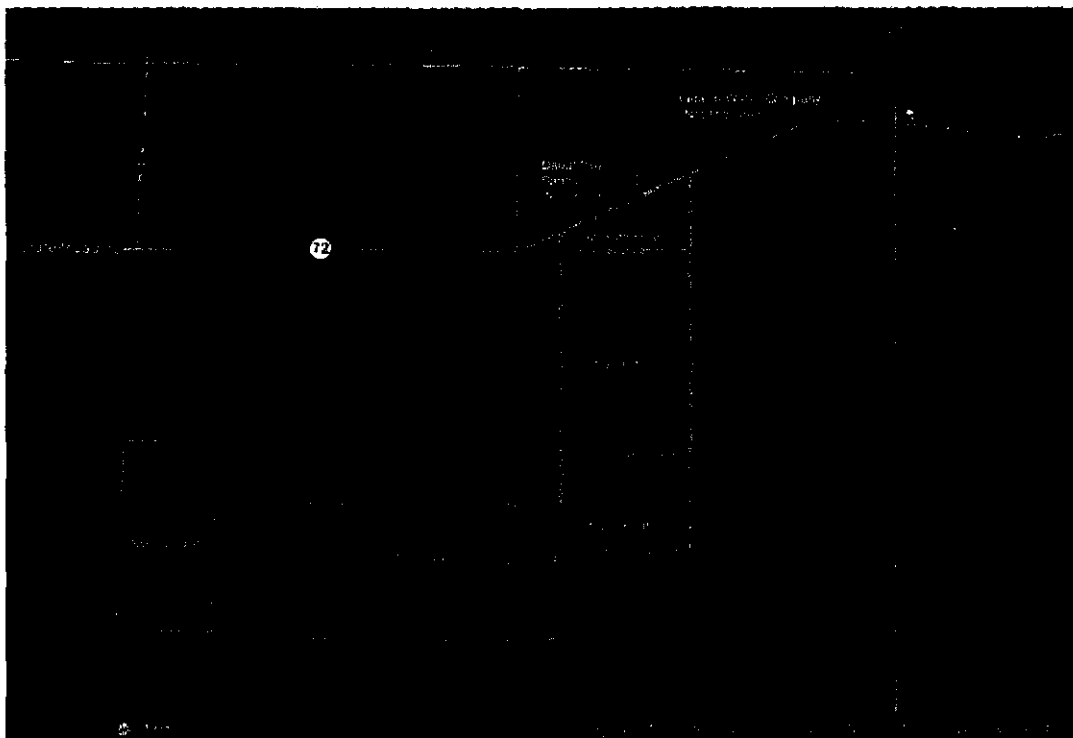
This sample taken by Joe Gilberti, P.E. at 3:00:00 PM on 10/24/2012. Point of collection: Well #2

**Health Scan Report**

	Results		Public Drinking Water EPA Limits
<b>General Bacteriology</b>			
Total Coliform	Absent	Animal or Vegetational Bacteria	0
Fecal/E. Coli	Absent	Animal Bacteria	0
<b>MicroAnalysis</b>			
MicroAnalysis	See Attached		
<b>General Chemistry</b>			
Sodium	74.95 mg/L	20.8 mg/L is Mass DEP Guideline	200.0 mg/L
Potassium	4.11 mg/L	A Component of Salt	No Limit
Copper	Not Detected	Indicates Plumbing Corrosion	1.30 mg/L
Iron	0.84 mg/L	Brown Stains, Bitter Taste	0.30 mg/L
Manganese	Not Detected	May Cause Laundry Staining	0.05 mg/L
Magnesium	21.98 mg/L	A Component of Hardness	No Limit
Calcium	118.20 mg/L	A Component of Hardness	No Limit
Arsenic	Not Detected	A Toxic Metal	0.05 mg/L
Lead	Not Detected	A Toxic Metal	0.01 mg/L
Zinc	Not Detected	A Toxic Metal	5.0 mg/L
pH	7.48 SU	Acid/Basic Determination	6.5 - 8.5 SU
Turbidity	0.49 NTU	Presence of Particles	No Limit
Color	Not Detected	Clarity (6), Discoloration (15)	15.0 CU
Odor	Not Detected	Odor due to Contamination	3.0 T.O.M
Conductivity	1771.8 umhos	Electrical Resistance (umhos/cm)	No Limit
TDS	1,082.8 mg/L	Total Dissolved Minerals Present	500.0 mg/L
Sediment	Absent	Undissolved Solids	Present
Alkalinity	170.5 mg/L	Ability to Neutralize acid	No Limit
Chlorine	Not Detected	A Disinfectant	4.0 mg/L
Chloride	268.13 mg/L	A component of salt	250.0 mg/L
Hardness	597.2 mg/L	0 - 75 is considered soft	No Limit
Nitrate as Nitrogen	0.29 mg/L	Indicator of Biological Waste	10.0 mg/L
Nitrite as Nitrogen	Not Detected	Indicator of Waste	1.0 mg/L
Ammonia as Nitrogen	0.467 mg/L	Indicator of Waste	No Limit
Sulfate	811.48 mg/L	A Mineral, Can Cause Odor	250.0 mg/L
<b>Radiochemistry</b>			
Radon in Water	Not Detected	Massachusetts DEP Guideline	10,000 pCi/L

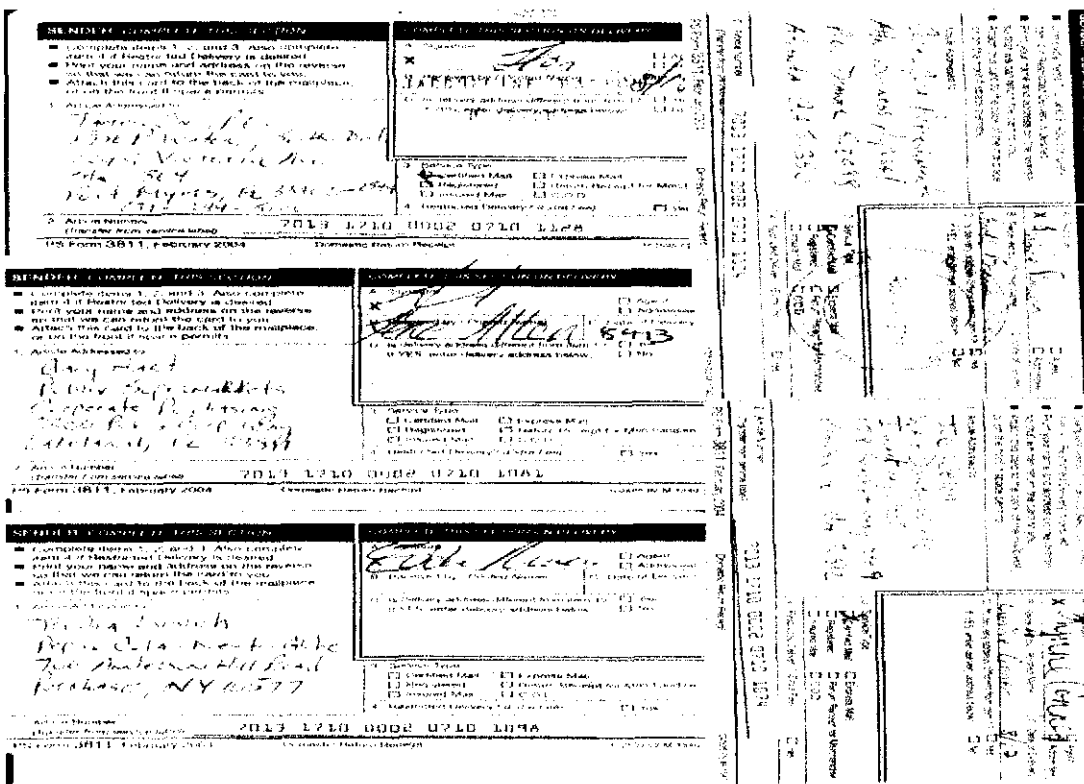
The results of this sample are for information only. They are not intended to be used for legal purposes. ETR Environmental Testing & Research Laboratories is not responsible for the accuracy of the results. ETR Environmental Testing & Research Laboratories is not responsible for the accuracy of the results.





**Daughtrey & Gilberti lands next to Peace River RV Griffin Reservoir located just south east in public record permit 5yrs. In the Mosaic Phosphate district with a Mining permit Gilberti obtained in 2009**

**for Sarasota Dr. William Sydney King MD at Sarasota Regional Hospital where many Doctors and Hospital foundations with Hedge funders are hiding it to KILL Citizens with Cancer Rates at the tap with SWFWMD and Peace River Manasota Water Supply boards and engineers for Medicaid Fraud Racketeering case underway.**



Certified Mail receipts for permit for Filtration plant submitted to FDEP Sarasota Brian Dietz, P.E. then transferred to Ft Myers FDEP as Gilberti was kidnapped during Boston bomb explosion setup by this Gang of West Florida Water supply and Medicaid fraud groups – Copied to Publix, Walt Disney, Coke and Pepsi the same day – Call Jon Iglehart Director who has been trying to help has recent permits after Hurricane IRMA to get FEMA to use our Water for Disaster recovery

- SWFWMD and Peace River Manasota have ignored the General principles of using the best Raw Resources to maintain efficiency and the Public health, Safety and Welfare of Americans for water supply to Homes, Schools and businesses. These Lawyers, Engineers and environmental consultants have lost their grip on common sense and manipulate the system to create Medicine sales without thinking of our People and their Children in growth, just their jobs and salaries.

Title XXIX PUBLIC HEALTH

Chapter 403 ENVIRONMENTAL CONTROL

**SECTION 851**

**Declaration of policy intent.**

**403.851 Declaration of policy; intent.**—It is the policy of the state that the citizens of Florida shall be assured of the availability of safe drinking water. Recognizing that this policy encompasses both environmental and public health aspects, it is the intent of the Legislature to provide a water supply program operated jointly by the department, in a lead-agency role of primary responsibility for the program, and by the Department of Health and its units, including county health departments, in a supportive role with specific duties and responsibilities of its own. Without any relinquishment of Florida's sovereign powers and responsibilities to provide for the public health, public safety, and public welfare of the people of Florida, the Legislature intends:

- (1) To give effect to Pub. L. No. 93-523 promulgated under the commerce clause of the United States Constitution, to the extent that interstate commerce is directly affected.
- (2) To encourage cooperation between federal, state, and local agencies, not only in their enforcement role, but also in their service and assistance roles to city and county elected bodies.
- (3) To provide for safe drinking water at all times throughout the state, with due regard for economic factors and efficiency in government.

**History.**—s. 2, ch. 77-337; s. 162, ch. 79-400; s. 425, ch. 94-356; s. 164, ch. 99-8.

18. Background on Natural Alkaline spring water to the Region and cancer rates shown by Nobel Peace prize winner Dr. Otto Warburg in 1931. It's trivial to anyone; including children that Alkaline filtered spring water not exposed to Pollution and Hurricanes is FAR healthier and safer than Peace River and these Treated Water supply plants. They lie about Water Resources, their capacity and build falsified Caution area maps when there are ENDLESS rivers of Alkaline spring water deeper below.

*The Warburg hypothesis (/ˈwɑːrbʊərg/), sometimes known as the Warburg theory of cancer, postulates that the driver of tumorigenesis is an insufficient cellular respiration caused by insult to mitochondria.<sup>[1]</sup> The term Warburg effect in oncology describes the observation that cancer cells, and many cells grown in vitro, exhibit glucose fermentation even when enough oxygen is present to properly respire. In other words, instead of fully respiring in the presence of adequate oxygen, cancer cells ferment. The Warburg hypothesis was that the Warburg effect was the root cause of cancer. The current popular opinion is that cancer cells ferment glucose while keeping up the same level of respiration that was present before the process of carcinogenesis, and thus the Warburg effect would be defined as the observation that cancer cells exhibit glycolysis with lactate production and mitochondrial respiration even in the presence of oxygen.<sup>[2]</sup>*

Hypothesis [edit]

*Warburg's hypothesis was postulated by the Nobel laureate Otto Heinrich Warburg in 1924.<sup>[3]</sup> He hypothesized that cancer, malignant growth, and tumor growth are caused by the fact that tumor cells mainly generate energy (as e.g., adenosine triphosphate / ATP) by non-oxidative breakdown of glucose (a process called glycolysis). This is in contrast to healthy cells which mainly generate energy from oxidative breakdown of pyruvate. Pyruvate is an end-product of glycolysis, and is oxidized within the mitochondria. Hence, according to Warburg, carcinogenesis stems from the lowering of mitochondrial respiration. Warburg regarded the fundamental difference between normal and cancerous cells to be the ratio of glycolysis to respiration; this observation is also known as the Warburg effect.*

*Cancer is caused by mutations and altered gene expression, in a process called malignant transformation, resulting in an uncontrolled growth of cells.<sup>[4][5]</sup> The metabolic difference observed by Warburg adapts cancer cells to the hypoxic (oxygen-deficient) conditions inside solid tumors, and results largely from the same mutations in oncogenes and tumor suppressor genes that cause the other abnormal characteristics of cancer cells.<sup>[6]</sup> Therefore, the metabolic change observed by Warburg is not so much the cause of cancer, as he claimed, but rather, it is one of the characteristic effects of cancer-causing mutations.*

*Warburg articulated his hypothesis in a paper entitled The Prime Cause and Prevention of Cancer which he presented in lecture at the meeting of the Nobel-Laureates on June 30, 1966 at Lindau, Lake Constance, Germany. In this speech, Warburg presented additional evidence supporting his theory that the elevated anaerobiosis seen in cancer cells was a consequence of damaged or insufficient respiration. Put in his own words, "the prime cause of cancer is the replacement of the respiration of oxygen in normal body cells by a fermentation of sugar."<sup>[7]</sup>*

*The body often kills damaged cells by apoptosis, a mechanism of self-destruction that involves mitochondria, but this mechanism fails in cancer cells where the mitochondria are shut down. The reactivation of mitochondria in cancer cells restarts their apoptosis program.<sup>18</sup>*



1969 Floridan Well (Earth Coring) dug 1509' deep accessing Oceans beneath the Earth located at my Land at 9438 Daughtrey Road, Sarasota Florida 34266. This Well was hidden and in permit files for SWFWMD for decades

19. See Videos and Conflicts with 72 Partners on our note who also are shareholders for Peace River.

<https://youtu.be/gOjUOzg356g?list=PLTpRjvKDXjaxipA7BTAHdMog8tXwR0hgn> Peace River to Power plant vs Zika Pond RV Griffin for water supply as NO WATER Shortages with our underground ENDLESS River!

<https://youtu.be/5mbpbulaJs4> RV Griffin reservoir at Peace River, SWFWMD and 72 Partners in conflict of interest on Gilberti land with Water Supply! They are stopping all South Florida for 6yrs from getting spring water endless to eliminate Salt Water intrusion concerns!

<https://youtu.be/fEPRWLHnEyQ?list=PLTpRjvKDXjaxipA7BTAHdMog8tXwR0hgn> Broward county 300mile Antioxidant pipeline presentation sent to FDOT Dist 1, 4, 6 in 2014 for

permitting.

<https://youtu.be/SfdjHQpCrsY?list=PLTpRjvKDXjaxipA7BTAHdMog8tXwR0hgn> Third Presentation to Peace River Manasota Water supply stealing Tax base with SWFWMD and local municipalities to Lower level of service to Water Supply for Moffit cancer profit, Medicaid fraud racketeering and Mosaic Phosphate trying to steal Gilberti land with Greenberg Traurig, Tampa to Ft Myers Judges and Gov Scott and more.

<https://youtu.be/VHu1VKWIUG0?list=PLTpRjvKDXjaxipA7BTAHdMog8tXwR0hgn> Miami-Dade presentation 7-15-2014 after being kidnapped by FBI and Tampa Pam Bondi office on FAKE Boston bomb attack to raise Gilberti bond.

<https://youtu.be/KsbpXosRGME?list=PLTpRjvKDXjaxipA7BTAHdMog8tXwR0hgn> Proof Moffit-USF and Marco Rubio got all files in October 2013! Hidden during elections to kill people with Cancer at the Tap for Medicaid Fraud.

<https://youtu.be/-RjxRLtXuHM?list=PLTpRjvKDXjaxipA7BTAHdMog8tXwR0hgn> Desoto county Rodeo board and Commissioners in conflict with Mosaic Parcel and stole Gilberti plans while Judge Hall relatives and friends on Daughtrey note tied to terrorism acts.

[https://youtu.be/7cW3\\_tagltw?list=PLTpRjvKDXjaxipA7BTAHdMog8tXwR0hgn](https://youtu.be/7cW3_tagltw?list=PLTpRjvKDXjaxipA7BTAHdMog8tXwR0hgn) Cape Coral presentation Feb 2018 just before Marjorie Stoneman Douglas FAKE Shooting while Gilberti kidnapped again after turning in FDEP SRF funding to Marjorie Stoneman Douglas building Tallahassee!

<https://youtu.be/LPQtwW2SHmM?list=PLTpRjvKDXjaxipA7BTAHdMog8tXwR0hgn> Broward School Board presentation on Marjorie Stoneman Douglas FAKE Shooting to steal tax base with cops!

<https://youtu.be/tQm8wflSvR0> Access to Underground river tied to massive Ocean of Alkaline Mineral spring water hidden by SWFWMD and Bush Family for 50yrs! To create Cancers, Diseases, colleges, Wars as these secret access points from tilted platform via meteor impacts are all across Earth.

<https://youtu.be/7SxL5K-dO3I?list=PLTpRjvKDXjaxipA7BTAHdMog8tXwR0hgn> City of North Port presentation with Kids in 2013 just before we realized what we had then Obama and Bush plan Boston Marathon game with Tampa central command to kidnap Gilberti after Rob Stampe give Gov Scott readings who worked on plans and King engineering who is a consultant for Peace River right now hiding this US Resource with SWFWMD staff.

<https://youtu.be/uiAr5pyaZes?list=PLTpRjvKDXjaxipA7BTAHdMog8tXwR0hgn> Sarasota Presentation in Sept 2014 just after Dade county to commissioners still hiding this Resource.

Please call us to clarify additional permits and submittals to over 60 Cities from Tampa to south Florida and ongoing lawsuits as well as our neighbor's lawsuits in the US Supreme Court. As well as our coordination with FDEP Director Jon Iglehart who has tried numerous times to help these local cities and County staff people get this Resource to their regions, including a class action case in Ft Myers to the Dunbar Residents similar to Flint Michigan on Cancer issues in low income areas who can't help themselves created this time from Arsenic sludge. Arsenic at Peace River is the highest in the State and it could be pumping the Healthiest spring water on Earth to million with one pipe connection that should have been installed by now but Leaders are attacking me, my family and clients to attack Americans, their homes, Schools, Businesses and Hospitals at the Tap.

Sincerely,

*/s/ Joe Gilberti*

Joseph Gilberti P.E.  
President  
LandTech Design Group, Inc.  
Pro Se Litigant  
Telephone: (813) 470-6000  
[Gilberti.water.company.fl@gmail.com](mailto:Gilberti.water.company.fl@gmail.com)  
[Gilbertibluegold.com](http://Gilbertibluegold.com)

cc: Honorable Mathew G. Whitaker  
Attorney General  
U.S. Department of Justice  
950 Pennsylvania Avenue, NW  
Washington, DC 20530-0001

Noah Valenstein., Secretary  
Florida Department of Environmental  
Protection Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, FL 32399-3000

US Senate Committee on Homeland Security and  
Government Affairs  
340 Dirksen Senate Office Building  
Washington DC, 20510

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33602



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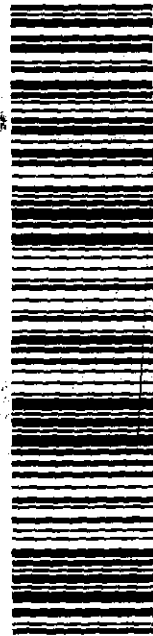
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