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(EM)

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

In Re:
Cecil and Patricia Daughtrey Jr. *et al.*,

Debtors,

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

Joseph D. Gilberti, Jr., P.E.

Plaintiff,

Adversary No. ____:____-ap-____-____

DEMAND FOR JURY TRIAL

v.

Luis E. Rivera, II
United States Trustee,

and

Andrew Rosin, Esq.
United State Trustee Receiver,

and

Steve Cummings, CEO
MUFG Union Bank, N.A.,

and

Southwest Florida Water
Management District

Defendants.

FILED VIA MAIL

FEB 28 2019

Clerk, U.S. Bankruptcy,
Tampa Division

148974

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

Comes now, Joseph Gilberti, Jr., P.E. (the "Engineer") hereby moves (the "Motion") the Court for entry of an order authorizing the Engineer to Leave to Intervene as a Party of Interest in the above-captioned Adversary proceeding. In support of the Complaint the Engineer states as follows:

NATURE OF ACTION

1. This is an adversary proceeding brought pursuant to Rules 7024 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") to Leave to Intervene and pursuant to FBRP 7001(2)

priority lien and interest in property, 7001(4) Objection/revocation of discharge by Luis E. Rivera, II, US Trustee to 72 Partners, LLC, 7001(6) §523(a)(2) false pretenses, false representation, actual fraud, 7001(6) §523(a)(4) fraud as fiduciary, embezzlement, larceny, 7001(6) §523(a)(6) willful and malicious injury by Defendants and their subcontractors to Engineer over the past 5 years; and pursuant to a separate filing drafted to be submitted in March 2019, with Defendants and others in an enterprise of Racketeering Influence and Corruption Organization (the "RICO") to be filed in United States Courts of District of Columbia.

2. Defendants and Trustee are discharging lands in a pending Sarasota foreclosure **Case 2011 CA 004209 NC** that involves Truth and Lending Act issues against the Engineers client Daughtrey, and are collectively harboring US Terrorism acts, utilizing the Smith-Mundt Act to subdue Engineer and attacking his family, clients and land timed with hiding a critical secret underground unique US drinking Water Resource. Defendants are in an enterprise with Florida & US Courts, law enforcement officers, FBI, United States Trustee, corrupt Florida Judges, Lawyers, Israel Mosaic Phosphate, Moffit Cancer Centers, Universities, Southwest Florida Water Management District, multiple Water Agencies, EPA, local municipalities, various State Attorneys offices, the US Federal Reserve Bank and more. A copy of the Nationwide RICO complaint to be filed in Washington tied to this Complaint and multiple cases ongoing in Florida, Georgia and Washington DC regarding this US Resource will be copied to this Complaint once service and docketing is completed. A deposition in Sarasota **Case 2015 CA 006544 NC** between 72 Partners and Defendants compromise, title and deeds by the Trustee scheduled for March 18, 2019 in Judge McHugh's courtroom.

3. To object and revoke discharge of unsecured creditors 72 Partners who issued a Predatory loan to debtors "Daughtrey" still in foreclosure without proof of valid title, tied to timed Terrorism acts with District 13 courts who with the Trustee's lawyer, Lara Hernandez used Fake Police reports to subdue Engineer as part of the RICO and additional parties working with Trustee, Receiver

and an enterprise to hide this US Resource, will be soon filed in US Courts for the District of Columbia in Washington DC.

4. To recovery damages directly impacted on Plaintiff by Trustee and Receiver who pursued a discharge to collect a quick \$300,000.00 on a pending foreclosure and evaded taxes on the discharge to Florida as shown in deposition to Luis E. Rivera Trustee filed February 2019 in **Sarasota Case 2015 CA 006544 NC**.

5. To remove Trustee, the Receiver and their attorneys are in breach of fiduciary duty and fraudulent transfers from the bankruptcy and state cases for causing more litigation and not reporting it to Union Bank Blanket bond, timing fraudulent arrests with Lara Fernandez when taxes were due on or about April 2018 in District 13, tied to the Enterprise RICO, when Blanket bond was posted on Internet.

6. To determine malpractice by Trustee who discharged property during a still pending Foreclosure, **Sarasota Case 2011 CA 004209 NC**, when offered full payment with \$2million interest in 2014, for an invalid mortgage with bad or no chain of title; and fraudulent title policy on record in US Middle District courts by 72 Partners lawyer, Ryan Snyder, Esq. The Trustee and receiver failed to do monthly reports and attacked plaintiffs land in a quiet title suit shortly after discharge in **Sarasota Case 2016 CA 000205 NC** with 72 Partners LLC.

7. To show Kenny Harrison of 72 Partners sat on Peace River Water Board after Hurricane Charlie to steal monies for a unnecessary RV Griffin Reservoir when he knew Daughtrey had a the underground River decades before in an attempt to sell this property to Mosaic Mining via West Florida Mining compacts tied to the RICO Enterprise. 72 Partners withdrew from their claim of quiet title on Engineers land, which Trustee discharged within two days of filing evidence that 72 Partners member Kenny Harrison, of Harrison Cattle LLC also sat on the Peace River Water Board for Southwest Florida Water Management District during funding for RV Griffin Reservoir for Water

shortage issues. Knowing of this endless underground spring water river for decades as Harrison is neighbors with Daughtrey and has leases with Swfwmd since the 1970's.

8. To show Lee Pallardy III, of 72 Partners works contracts with US Middle District Bankruptcy Courts, Hillsborough County, Southwest Florida Water Management District, Greenberg Traurig, Hillsborough county department of Justice, all of which are included in the RICO enterprise to hide this US Resource and land from THE PEOPLE of the United States. Using predatory loans, breaching the True and Lending Acts, TILA filed in RICO case.

9. To determine the dischargeability of debt with a Predatory loan by 72 Partners and damages by the Trustee, receiver and Lara Fernandez.

10. To determine why Trustee, Receiver, Lawyers for Debtors hid this Water supply, its permits and exists for Chapter 11, as well as lawsuits created from the compromise, its damages to Plaintiff, from Bankruptcy Judge and the \$48,409,000.00 Union bank blanket bond.

11. To determine why Trustee, Ryan Snyder Law and Receiver charged against Escrow of \$300,000.00 to lower the \$48,409,000.00 blanket bond timed with another fake police report by lawyers, including Lara Fernandez, the Trustee's lawyer, to kidnap Engineer Gilberti again, in District 13 tied to terrorism acts across the US and Florida to \$26,000,000.00, and not reports of pending litigation with plaintiff and 72 Partners, LLC in Sarasota or the appeal by Debtor in US Supreme courts. See Cases where Engineer was kidnapped by Dist 13 timed with Boston Marathon explosion, Texas Fertilizer explosion, Stoneman Douglas shooting and more. All case are fraudulent and part of RICO filing on Hillsborough State Attorneys office, Trustee, Receiver and 72 Partners to name a few.

12. To determine why the Trustee didn't file his own Adversary Complaint against 72 Partners for a predatory loan and TILA to protect the debtor, still in a pending Sarasota foreclosure and intern with the failed Compromise created more emotional stress to all Parties and major litigation.

JURISDICTION AND VENUE

13. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.

14. This adversary proceeding is a core proceeding under 28 U.S.C. §157(2)(b)(h)(i)(j)(k)(l)(m)(o).

15. Plaintiff has standing to bring this action pursuant to 28 U.S.C. and § 1391(a)(b)(d)(e).

16. Venue for this case and this adversary proceeding in this District are proper under 28 U.S.C. and § 1409(a) and Local Rule 1071-1 of the United States Bankruptcy Court of Middle District Florida.

PARTIES

17. Plaintiff in the above captioned Chapter 7 case.

- Joseph D. Gilberti, Jr., P.E.
385 Donora Blvd
Fort Myers Beach, Florida 33931

18. Defendants in the above captioned Chapter 7 case:

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APPENDIX I – Engineer Deeds, Union Bank Blanket bond, Motions, etc.

I. BACKGROUND FACTS

19. 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.

19. Dave Weinstein was FIRED by Daughtrey's (Debtors) 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 its 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 11th 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 11th District Courts of appeals on or 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, Case 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 (Mining Permit ERP No. 43010761.001) on record since 2009, owned, designed and approved by Engineer with Phosphate located in the ground and a deep well, in Sarasota County, and the only land within the Mosaic Phosphate mining district in Sarasota County, with the two essential items for a Mosaic Phosphate mine! 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 already approved 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")

20. 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 Fernandez 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 \$48,409,000.00 million 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 **2011 CA 004209 NC**, **2015 CA 006544 NC**, **2016 CA 000205 NC**) including Engineer of any hearings of billings against Escrow in Compromise. When bond was realized Lara Fernandez attacked Engineer with fake police reports in Hillsborough County with April Johnson and Christopher Shaw timed with taxes due, which will be described in RICO Claim in Washington DC. After this bond was exposed, Trustee immediately switch companies from Henderson Franklin to Grey Robinson Law who is working on a Peace River lawsuit with Swfwmd (**DOAH Case 18-3276**) to steal tax base and pump polluted river water to millions of taps in conflict with this case and project due to Kenny Harrison of 72 Partners sat on Peace River Water boards after Hurricane Charlie to fund the RV Griffin Reservoir as if there was no water in the area, and he is neighbors and knew of the resource for decades and what it capable of doing. Kenny Harrison has a cattle lease at RV Griffin since 1974 with Harrison Cattle LLC with Southwest Florida Water Management District who also is hiding this World Resource from millions of Americans with the Defendants.. Damaging the public and the engineer's ability to work and negotiate a water connection agreement with this good ole boy gang that goes back to General Development Corporation who originally built the Peace River Water plant. See Department of Administrative

hearing referenced of Trump Shutdown lawsuit Motion to Intervene the Engineer filed in January 2019 for US District of Columbia **Case 19-cv-00051**.

21. Trustee stole \$15,000.00 dollars of Sod monies from Engineers land on Section 1 & 2 shown on Sarasota property appraisers with Joseph Gilberti as owner, 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.

22. 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 firm, Gray Robinson Law in which Luis Rivera is suddenly employed has legal contracts with Water Boards regarding **DOAH Case 18-3276** 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.

23. The Trustee with Lara Fernandez 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.

24. The Trustee hid the fact that Wells Fargo (Brandon branch) with Jessenia Diaz and Lourdes Fernandez 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.

25. Motions opposing this FAILED compromise and requesting conversions to protect the Bankruptcy bond were filed by Engineer in 2014 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 Water Authority owned by Sarasota, Desoto, Charlotte and Manatee county commissioners and Florida Forever Trust Fund for Environmental Sensitive lands acquisition program in Sarasota Myakka to the neighbors like Longino, Carlton and Walton to help hide Daughtrey who get put in a levy with Edwardo Morrell, of Morrell, Watson and Sandwell, P.A., where Edwardo is still on the cases in Sarasota helping the Defendants. These lawyers and their clients, with Florida and US Leaders, Media, Agencies, Developers, Hospitals, Cops and State attorneys are in an Enterprise with Banks attacking this US Resource in broad daylight for years now and its proven to be tied to Terrorism attacks that are too obvious and must end with their arrest to stop the Eugenics and racketeering of Medicine sales through poor Water supply, that feeds lawyers and insurance hedge funders. All in a Medicaid Fraud RICO being prepared through Water Supply Eugenics and manipulation of Department of Justice with Obama, FEMA and EPA.

26. 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.

27. On March 3, 2014, the Acting United States Trustee, Luis Rivera, his subcontractor Lara Fernandez 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.

28. A petition to send FREE Spring water to FEMA was filed to FDEP Jon Iglehart during Governor Scotts Executive Order 17-235 days after Hurricane IRMA, during Disaster Recovery Relief, that was copied to all parties, Trustee and FEMA purposely hid this clean and endless drinking water Resource damaging millions of Florida Citizens and putting many at risk, not only with higher Cancer Rates at the Tap, but emergency services this site could offer for refuge, with groups like Mosaic Phosphate and Bottling Corps, Governor Rick Scott, his staff and many local leaders who are hiding or after this Resource for years.

29. 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. If the Trustee would have ordered a simple Health scan and pump report the region would have flocked to the site, FEMA could have helped during Hurricanes with Water Trucks as submitted

by the Engineer to FDEP during Disaster Relief for Hurricane, Mathew, IRMA and Sandy but he chose to hide it and call it a little “Well” with Southwest Florida Water Management to keep Cancer rising and Peace River Water Authority protected from the Fraudulent borrowing to build RV Griffin Reservoir at the RV Griffin State parcel owned by Swfwmd and leased to Kenny Harrison of Harrison Cattle and 72 Partners LLC. This is why the failed compromise was expedited days after Judge Delano ordered an evidentiary hearing, which NEVER HAPPENED, in April 2013. All Lawyers involved stated evidentiary hearing in appeals but there was NEVER an evidentiary hearing, proof of land value, water diligence or review of the millions in permit pursuant to the lien from LandTech Design Group, Inc, owned by Joseph Gilberti, Jr., P.E., the Engineer.

30. 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 Fernandez and a known RICO criminal Receiver Andrew Rosin, Esq.

**II. DAMAGES AND LITIGATION HIDDEN BY TRUSTEE, RECEIVER, COMPROMISE,
UNION BANK BOND AND 72 PARTNERS LLC**

31. The Trustee and his consultants have failed to report to the Union Bank bond and the multiple litigation cases in Sarasota the Bankruptcy Compromise immediately triggered that fails to protect the Debtor, Creditors and Parties of Interest that notified Trustee since the beginning; which continues to cause millions in more damages.

32. Edwardo Morrell, PA was part of a scheme that caused a Sarasota Levy on Debtors in

2010 **Sarasota Instrument No. 2010054961** dated May 4, 2010 timed with Florida Forever Trust Funds spending by Swfwmd and Sarasota through Stantec Engineers (fka Wilson Miller), with his firm formally known as Morrell, Watson and Southwell, P.A., forcing debtor, Cecil Daughtrey into a 30 day window to get \$120,000.00 for a judgment and trial he was never notified of just like the foreclosure. Daughtrey was coerced by the DEFENDANTS to borrow \$2.3million for the whole 2500acres, worth over \$50million dollars, without a job to pay the 18% interest on a loan he could never pay back, hence stealing the land with DEFENDANTS and their local friends. Mr. Morrell is now in a few law firms all of which have bounced around, some of which defended Daughtrey and are now attacking them and the Engineer. Morrell is on the Sarasota cases and is part of the Enterprise to serve Mosaic Phosphate and the Sarasota mining operations, compacts as the Engineers land has a Swfwmd mining permit for 78acres with phosphate in the coring, and it's the only piece of property in the Mosaic phosphate District in all Sarasota County. Which make this who case very obvious of all the Racketeering crimes and kidnapping within the West Florida courts using cops, Judges and lawyers tied to Swfwmd and this water culling to fill Cancer centers.

33. Court through on file **Union Bank Trustee Blanket bond** in the original amount approximately **\$48,409,000 dollars** was never notified of the Compromise or the caused litigation by the compromise in the 2018 or prior status reports to the Judges in a pending discharge. The Blanket bond is now potentially more damaged, and now may need compensate the Engineer for Lien in the full in the amount of \$17,540,000.00 US Dollars plus damages per other cases, punitive damages from willful attacks by Defendants. A Compromise that cause more litigation and personal stress to his client Daughtrey's and other clients such at Robert Flint of Flint Farms where Receiver has committed fraud on reports, lied on tax exemptions and is trespassing on Plaintiff's land with cattle, and holding up the Water supply negotiations to municipalities and millions of people. Destroying millions in pumping revenues for unique drinking water supplies and scaring away clients.

34. The Trustee has purposely billed against the \$300,000 dollar escrow to lower the Union

bank bond in the past 6months over \$100,000,000 dollars in a FRAUD effort to cause more damages to Union Bank and the region of people drinking red tide river water vs Alkaline spring water since 2013. Thousands to potentially millions of People could have not only benefited from the Water supply but new medicine. Thousands of Children may not have died from the increase in cancer rates that this waters supply would have lowered tremendously.

35. The Bankruptcy has failed to acknowledge the invalid Mortgage and skipped the evidentiary hearing that would have shown the missing chain of Title, Truth and Lending Act, TILA that was described in the pending foreclosure case, as Debtor never had a job in the loan process and was basically attacked to hide the resource by Defendants. DEFENDANTS violated the Florida Fair Lending Act, section 494.0078, *et seq.* ("FFLA") by, among other things, extending credit to the Daughtrey's to steal the land and destroy the Water Supply project to assist in a major regional Racketeering Act, in a Violation of RICO, 18 U.S.C. § 1961-1968, *et seq* (a), (b), (c) and (d).

36. The Sarasota courts have ruled against 72 partners motion on lien dismissal on Sarasota Case **2015 CA 006544** NC showing case law by the Judge regarding lien position and issues that title was bad from the start, and is exactly why DEFENDANTS timed arrests and bond hikes so the Foreclosure trial during an Obama Federal Shutdown on Columbus Day, October 14, 2013 trial was never notified to Debtor or Engineer by Defendants, as they railroaded this trial knowing they had bad title. This case has been re-opened with the sixth Judge assigned to it, as a retired Judge showed up in the 30day NO NOTIFICATION period and Meta Data game for E-file software in Sarasota Clerk as described in RICO in Washington and other cases. The Defendants receiving a Judgment on the Note and the Trustee discharged land during a pending foreclosure, with Taxes not paid by 72 Partners for over 400acres that is owned by Engineer. Chapter 11 would have avoided all this mess, but the Trustee is in a group to hide the World Resource for money and corruption involving Mortgage Fraud and predatory loans by locals in the region who have done this for years. This case should have been transferred to a Federal court from the Start but Greenberg Traurig Dave Weinstein

was gunning for the property for Mosaic Phosphate next door, petitioning for 22,000ac mine on a few feet away. To destroy this unique US Resource of medicine changing water with their friends the Defendants.

37. 72 Partners LLC with the Trustee withdrew from a Quiet Title case in **Sarasota Case 2016 CA 000205** 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 RV Griffin 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.

38. 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 **Sarasota 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. Andrew Rosin, Esq., was accused of stealing lands and funds in escrow in US District Court for the District of Oklahoma for a multiple land RICO Case 5:09-cv-00483-F, involving the Sussex Group, located in Sarasota County. Where Rosin was taking illegal deposits for developments in the millions and stealing it from consumers, similar to stealing our Water supply for Mosaic Phosphate and this Racketeering operation on Medicine and Water supply.

39. 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 Bank and its Board of Governors per our investigations and years of obvious racketeering on World Water resources, bottling, mining that causes damages with Israel Mosaic Phosphate in a Global Elite gang who want to steal US Resources using our agencies, lawyers and courts in Florida and abroad. This Federal Reserve Bank is partially 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. These Defendants and their actions over the years with this case demonstrate potential US Treason acts with local engineering and environmental consultants and local Leaders being filed in the near future by Engineer and others.

40. Ryan Snyder filed an ILLEGAL Title policy in the Bankruptcy Case and withdrew it in Open Federal court for this case and should be removed from all Sarasota and US Middle District cases for Fraud and malpractice. Attorney Ryan Snyder lied about notifications to Engineer and Debtor regarding recent 2018 billing by Trustee and Lara Fernandez, 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 describing the resource.

III. RELIEF REQUESTED

41. 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 Leave to Intervene in the Bankruptcy as a Party of Interest pursuant to this Complaint. The claims and defenses that the Engineer seeks to assert in the Bankruptcy are similar to claims and shown in Sarasota Courts shown in **Cases 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 Defendants have been notified on E-file Service, in Sarasota 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 and purposely hid these cases

for years with the Trustee, 72 Partners, the Receiver and the Trustee's Lawyer Lara Fernandez from the Bankruptcy case and Union Bank Blanket Bond to cause more damages against the Engineer. It seems Trivial the Bankruptcy case would be trivial to convert to Chapter 11 with a massive US Resource and millions in Engineering plans and Water of this Quality and Capacity next to a regional 4-6 County Regional Water system. But all that was hidden by the DEFENDANTS to assist in a massive Racketeering act regarding Water supply eugenics, Big Pharma Complex and Opioid sales across the State that has caused a Health crisis epidemic lawyers seem to enjoy on the public.

42. Engineer request all discharge be nullified and 72 Partners, LLC unsecured and illegal mortgage be discharged without any service fees or interest, and to pay damages

43. Engineer request the entire lien amount be paid in full and punitive damages for willful attacks by the Defendants and their consultants and the RICO enterprise.

44. Engineer request all cattle on lands be detained immediately to determine value for settlements and third parties of cattle be called in and provide all proceeds, costs and contracts receiver claims to have in Sarasota court cases on file.

IV. ARGUMENT

45. The Engineer should be permitted to Leave 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).

46. There is a substantial and continuing controversy between the Engineer's lien position, title and the Trustee Deed issued during a pending foreclosure from the Compromise that has created more emotional stress to all creditors, debtor and Parties of Interest created by the Trustee and his consultants, receiver and actions. A copy of a Motion of opposition to transfer of Real estate that prevailed after the Compromise, with copies of the Engineers Deeds showing conveyance done

90days prior to the Bankruptcy, case law, and the Union Bank \$48,490,000.00 blanket bond, all submitted into original foreclosure case by the Debtors attorney after the Compromise was approved. This document also shows the fraudulent Title Policy created by Ryan Snyder, to pay himself, who is council for 72 Partners who withdrew it in Open court with the Trustee at US Middle District then tried again in State courts. Ryan Snyder and the Trustee are who created the compromise and more litigation due to the invalid mortgage. These documents as submitted in Sarasota courts are attached collectively herewith in **APPENDIX I**.

47. 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 and State Attorneys, with Trustee's lawyer filing fake police reports timed with dockets and bond inquiries use for the illegal kidnapping the Engineer. With hundreds of millions in Mining compacts to County Commissioners in Hillsborough, Lee Pallardy of 72 Partners, works for Dept of Justice, US Middle District Bankruptcy Courts, Southwest Florida Water Management district for land appraisal for decades, a conflict is noted in the RICO documents being filed. Pallardy worked for Greenberg Traurig who worked on the foreclosure case and it chief council for Israel Mosaic Phosphate. These local West Florida gangs hide cleaner water to fill cancer centers and study sick kids doing it with USF Moffit Research Center and Hospitals who are stealing donations and Medicaid with lower level of service Water Supply racketeering and more.

48. 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).

49. 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).

50. 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).

51. The Engineer also should be permitted to Leave to Intervene in the Bankruptcy pursuant to Rule 7024(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).

52. The Engineer also should be permitted to Leave to Intervene in the Bankruptcy pursuant to FBRP 7001(2) priority lien and interest in property, 7001(4) Objection/revocation of discharge to 72 Partners, LLC, 7001(6) §523(a)(2) false pretenses, false representation, actual fraud, 7001(6) §523(a)(4) fraud as fiduciary, embezzlement, larceny, 7001(6) §523(a)(6) willful and malicious injury by Defendants and their subcontractors. The Defendants are part of a much larger group included in an upcoming RICO file in the US Court for the District of Columbia.

53. 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 LLC and even the Trustee have lower priority in the Bankruptcy Code's distribution scheme than general unsecured creditors, as the Mortgage is invalid and ILLEGALLY issued to a party under the Truth and Lending Act as described in this complaint, 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 to include Moffit Cancer centers, other Cancer 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 Defendants and the Trustee Estate Union Bank Blanket Bond has a fiduciary obligation

to be notified to the cases in litigation tied to the property in the Bankruptcy case in regards to unsecured creditors and/or potentially Parties of Interest that may conflict with the fiduciary obligation to Engineer and Daughtrey's). Therefore, Engineer has met this minimal burden, and intervention under 24(a)(2) and 24(b) is appropriate and the Motion to Leave to Intervene and assess outside cases, and to collectively determine the fraud by Trustee and his illegal discharge should be closely reviewed with other pending cases described in this complaint, that affect all parties.

54. Moreover, in the time that this bankruptcy case has been pending, the Debtor and Plaintiff have suffered a series of setbacks in its effort to establish the Water project due to damages by the Compromise. If this case was in Chapter 11 since 2013 no more litigation would have occurred and all parties would be paid in full as offered in 2014 during the compromise. The procedural difficulties in which the Debtor has been mired are of particular concern to the Engineer because Defendants and Leaders attempting to destroy or hide this US Resource worth Trillions of dollars from what it produces have stalled the region and assisted in the deaths of many children through cancer rates at the Tap. These water supply agencies in this area are purposely pulling raw water from RED TIDE Rivers and coastal sources vs endless Alkaline mineral spring water essential to health. They are serving industrial Fertilizer production groups like Mosaic Phosphate next door to the Engineer's property, whom which are known to destroy aquifers along west Florida for years. All in an effort to fill Cancer Centers and Hospitals who have a significant interest in the hiding this Water Supply and US Resource. Through this intervention and complaint, the Engineer will be able to protect and preserve the interests of the Public Health and Safety of water supply to home taps as well as educating America how find more in Days across Earth from the geological indicators. This World knowledge is capable of lowering World hunger and Cancer-Diseases rates as well as enhances US National Security through hidden deep underground water supply the DEFENDANTS are hiding and forcing groups from helping away. 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 Leave to Intervene pursuant to Rule 7024 as described, also is appropriate.

55. Finally, the Engineer should be permitted to Leave 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. In that sense, the Engineer's claim are identical to the claim of Daughtrey in the Bankruptcy Writ of Certiorari at the US Supreme Court and throughout the appeal to convert to Chapter 11, where all Water supply issues for an exist, litigation created by the Compromise, millions in Engineering permit petitions provided before the Bankruptcy and during the 341 meeting were provided, Professional liens, title issues, invalid mortgage 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 all parties except the Trustee, helped millions of Americans versus the horrible and failed 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 Fernandez 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 Leave to Intervene in the Bankruptcy as a party of Interest pursuant to Rule 24(b).

56. The damages created by the Compromise are escalating with more litigation has evolved due to the Trustee's negligence to provide an evidentiary hearing on title and mortgage fraud by 72

Partners, LLC who took the note from BSFL Holdings, LLC of Lakeland where Mosaic resides in Polk County for years.

V. CONCLUSION

57. For the reasons set forth above, the Engineer respectfully requests that the Motion be granted, pull cases in Sarasota, notify Washington DC of the critical US Resource under attack by a group of lawyers and Foreign and Domestic corps working with Court systems to hide the Resource, notify the Union Bank Blanket Bond be called into action for damages.

58. The Engineer request the Court use common sense that endless spring water of this nature is under attack by money hungry lawyers who are killing children with cancer rates at the Tap with Peace River Manasota Water Authority, Tampa Bay Water Authority and the Southwest Florida Regional Water supply by playing this failed compromise for years to hold up access to an underground endless spring Water river that can serve all and more;

59. The Engineer request the court enter an order authorizing the Engineer to Leave to Intervene in the Bankruptcy as a Party of Interest pursuant to Federal Rule of Civil Procedure 7024 through this Adversary Complaint and for such other and further relief as the Court deems necessary and appropriate. Information on letters, exhibits and water plans and readings was provided to the DEFENDANTS in other cases and filed on the above captioned case in a Motion dated February 6, 2019.

60. Further information and details can be provided during discovery of this case that clarifies much more. We anticipate a RICO claim to be filed in March 2019. Once filed a copy will be filed into this court as parties are similar and its regarding many actions listed in this Complaint with much more detail and many more groups who are helping the DEFENDANTS with more cases involved.

WHEREFORE, the Plaintiff, Joseph D. Gilberti, Jr., P.E., respectfully request:

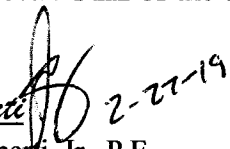
(1) entry of an order, pursuant to Federal Rule of Civil Procedure 24(a)(1), (a)(2), and (b)(2), made applicable to this proceeding by Federal Rule of Bankruptcy Procedure 7024, authorizing

the Engineer to Leave to Intervene in the Bankruptcy as a Party of Interest pursuant to this Complaint and send water readings to Attorney Generals office to have a lab verify the resource in one hour.

(2) that the Court report this case to the President of the United States, Center of Disease Control (CDC) and Congress to help millions of People understand the importance of this endless Unique Water tied to a massive underground endless Ocean of Clean drinking water that shows America how to find more in days to lower Cancer and Disease rates.

(3) Call in local Media groups from Tampa to Miami to discuss why they are all hiding a unique drinking Water and National Defense resource in permit surrounded by Terrorism acts for the DEFENDANTS and groups capitalizing on poor tap water treated from a Polluted River or ground vs less Expensive Alkaline mineral spring water to millions of Taps.

(4) provide legal or equitable relief as described in **Section III** of the adversary complaint the Court deems appropriate.


1st Joe Gilbert
Joseph D. Gilbert, Jr., P.E.
Intervenor, Party of Interest
385 Donora Blvd
Ft Myers Beach, FL 33931
813-470-6000
Gilberti.water.company.fl@gmail.com

cc: Honorable William Pelham Barr
Attorney General
U.S. Department of Justice, Room B-103
950 Pennsylvania Avenue, NW Washington,
DC 20530-0001

US Attorney for Middle District Florida
US Attorney's Office (Headquarters)
400 North Tampa Street, Suite 3200
Tampa, Florida 33602

Region 21: Middle District of Florida
(Tampa and Fort Myers Division)
T. Patrick Tinker
Assistant United States Trustee
Office of the United States Trustee
501 E. Polk Street
Tampa, Florida 33602

APPENDIX I

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.)	OPPOSITION TO MOTION TO VOID TRANSFER OF REAL ESTATE

NOW COMES The Defendants, Cecil and Patricia Daughtrey, and hereby oppose Plaintiff's 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 11th 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 20th 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

3

THIS INSTRUMENT PREPARED BY

Joseph D. Gilberti, Jr., President
LandTech Design Group, Inc.

~~3148 Beaver Pond Trail~~ *395 DENVER AVE*
~~Valrico, Florida 33596~~ *FT MYERS, FL 33931*
~~(813) 470-6000~~ *913-482-8512*

Property Appraisers Tax Folio Numbers:

1009-00-1000 and 1011-00-1010

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2014067954 3 PG(S)
June 10, 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 26th 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 Musselwhite
Signature of first witness to both

Cecil Daughtrey, Jr.
Cecil Daughtrey, Jr.

CARL Musselwhite
Printed name of first witness

Jonathan Forman
Signature of second witness to both

Patricia A. Daughtrey
Patricia Ann Daughtrey

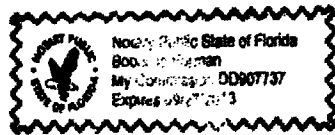
Jonathan Forman
Printed name of second witness

STATE OF FLORIDA

COUNTY OF DESOTO

The foregoing instrument was acknowledged before me this 26th 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

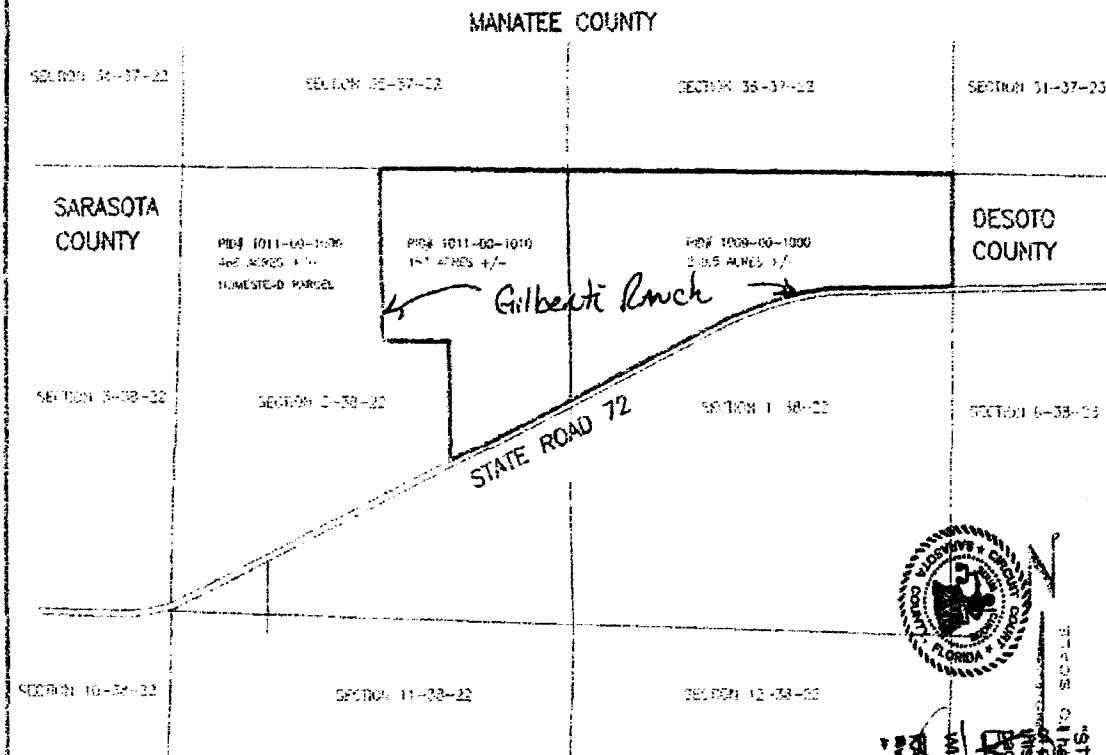


Bobbi Jo Forman
Print Notary Name
My Commission Expires: 9/27/13

DD907137
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 2088.04 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.



CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION
 TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA
 LAND SURVEYORS IN CHAPTER 61G17-8, FLORIDA ADMIN.
 PURSUANT TO SECTION 472.009, FLORIDA STATUTES.

ESBER & ASSOCIATES, P.A.
 CERTIFICATE OF AUTHORIZATION (C.A.) LP 8854

Alex S. Esber
 ALEX S. ESBER
 PROFESSIONAL SURVEYOR
 FLORIDA CERTIFICATE #11949

SURVEYORS NOTE

1. THIS DRAWING IS A DESCRIPTION SKETCH ONLY
 AND DOES NOT REPRESENT A FIELD SURVEY OF
 PARCELS DESCRIBED. INFORMATION SHOWN HEREON
 WAS OBTAINED FROM PUBLIC RECORDS.

2. THE LOCUS OF THE TRACTS SHOWN HEREON ARE
 APPROXIMATE 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.
 This copy has been reduced in size and redactions
 have been made for the purpose of making it more
 readable and convenient to use.
 This copy has been reduced in size and redactions
 have been made for the purpose of making it more
 readable and convenient to use.

NOT VALID UNLESS THE SIGNATURE AND THE ORIGINAL SIGNED
 COPY OF A FLORIDA LICENSED SURVEYOR AND MAPPER

PROPERTY NORTH OF SR 72 SECTIONS 1 & 2, TWP. 38 S., RANG. 22 E.	SKETCH AND DESCRIPTION Gilberti Ranch PTD 114	ESBER & ASSOCIATES Professional Surveyors 1370 Myrtle Road • Sarasota, FL 34210 (941) 379-8831 • Fax (941) 372-0038
	DATE OF FILE 02/28/19 DATE OF SITE 02/28/19	



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.
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.

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ALTA Commitment (6/17/06) (with FL Modifications)





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.





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 (6/17/06) (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

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ALTA Commitment (6/17/06) (with FL Modifications)





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, 6698.08 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 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 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
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. Scott Trade Accounts (u)	0.00	Unknown		0.00	FA
21. Tractor (u)	0.00	Unknown		0.00	FA
22. Sun Trust 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

Case 9:13-bk-14831-FMD Doc 161 Filed 04/30/15 Page 2 of 6

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:

Case 9:13-bk-14831-FMD Doc 161 Filed 04/30/15 Page 3 of 6

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)

Rev'd 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 Lamigan. Motion to Convert Case to Chapter 11 filed by Paul DeCailly on behalf of Debtor. Sept. 22, 2014 (LR)

Order Granting Ore Tenus 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. 10, 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

Case 9:13-bk-14831-FMD Doc 161 Filed 04/30/15 Page 4 of 6

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

Case 9:13-bk-14831-FMD Doc 161 Filed 04/30/15 Page 5 of 6
 Form 2

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#: XXXXXX6479

Checking

Taxpayer ID No: XX-XXX8221

Blanket Bond (per case limit): \$48,408,000.00

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

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

		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			

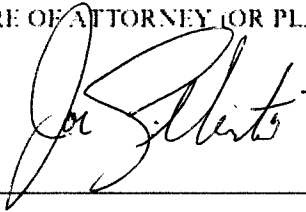
Trustee Signature: /s/ Luis E. Rivera II Date: 04/30/2015

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

B1040 (FORM 1040) (12/15)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)
PLAINTIFFS Joseph D. Gilberti, Jr., P.E. 385 Donora Blvd Fort Myers Beach, Florida 33931		DEFENDANTS Luis E. Rivera, II, Trustee Andrew Rosin, Esq., Receiver Steve Cummings, CEO - MUFJ Union Bank, N.A. Southwest Florida Water Management District
ATTORNEYS (Firm Name, Address, and Telephone No.)		ATTORNEYS (If Known) Lara Fernandez, Trenam Law 101 E. Kennedy Blvd, Tampa, Florida 33602
PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input checked="" type="checkbox"/> Other <input type="checkbox"/> Trustee Party of Interest - Intervenor		PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input checked="" type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) Adversary Proceeding pursuant to Rules 7024, FRBP 7001(2)(4), 7001(6) 523(a)(2)(4)(6) fraud, willful malicious injury, false representation, false pretenses, actual fraud by Trustee and Receiver, Objection and revocation of discharge, Racketeering Influence and Corruption Organization tied to Truth and Lending Act in Violation of RICO, 18 U.S.C. 1961-1968, et seq (a),(b),(c) and (d) with respect to land grabs to secure US drinking water resources from America to sell Opioids, medicine and Cancer centers for Foreign Corps and Banks, attacking the Public Safety, Welfare and Sustainability of Americans at the Tap of Homes and Businesses.		
NATURE OF SUIT		
(Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
FRBP 7001(1) - Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money property - §547 preference <input type="checkbox"/> 13-Recovery of money property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money property - other FRBP 7001(2) - Validity, Priority or Extent of Lien <input checked="" type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) - Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) - Objection/Revocation of Discharge <input checked="" type="checkbox"/> 41-Objection - revocation of discharge - §727(c), (d), (e) FRBP 7001(5) - Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) - Dischargeability <input type="checkbox"/> 60-Dischargeability - §523(a)(1), (14), (14A) priority tax claims <input checked="" type="checkbox"/> 62-Dischargeability - §523(a)(2) false pretenses, false representation, actual fraud <input checked="" type="checkbox"/> 67-Dischargeability - §523(a)(4) fraud as fiduciary, embezzlement, larceny (continued next column)	FRBP 7001(6) - Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5) domestic support <input checked="" type="checkbox"/> 68-Dischargeability - §523(a)(6) willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8) student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15) divorce or separation obligation other than domestic support <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) - Injunctive Relief <input type="checkbox"/> 71-Injunctive relief - imposition of stay <input type="checkbox"/> 72-Injunctive relief - other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> 88-SIPA Case - 15 U.S.C. §878aa et seq <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)	<input type="checkbox"/> Check if this case involves a substantive issue of state law <input checked="" type="checkbox"/> Check if a jury trial is demanded in complaint Other Relief Sought Punitive damages from Personal attacks on land, family, project production revenues, civil and human rights.
		<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23 Demand \$ 17, 740, 000.00 plus damages

B1040 (FORM 1040) (12/15)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Cecil Daughtrey Jr. and Patricia Daughtrey		BANKRUPTCY CASE NO. 9:2013-bk-14831-FMD
DISTRICT IN WHICH CASE IS PENDING Florida US Middle District/ US Supreme Court	DIVISION OFFICE Fort Myers	NAME OF JUDGE Judge Delano
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 		
DATE February 27, 2019	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Joseph D. Gilberti, Jr., P.E.	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management Electronic Case Filing system (CM ECF). (CM ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

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