

IN THE DISTRICT COURT OF APPEAL SECOND DISTRICT OF FLORIDA

CASE NO.: _____

SARASOTA CIRCUIT 12 - L.T. No.: 2021 CF 07559 NC

JOSEPH D. GILBERTI, JR.

Petitioner,

vs.

STATE OF FLORIDA/JUDGE PADAR,

Respondent.

PETITION FOR WRIT OF PROHIBITION

**JUDGE DONNA MARIE PADAR IS KEY SUSPECT IN FRAUD TRANFER WITH
SARASOTA COUNTY COMMISSIONERS AND 72 PARTNERS LLC**

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March 3, 2024

COMES NOW, Petitioner, JOSEPH D. GILBERTI, JR., and Pursuant to Florida Rules of Appellate Procedure, files this **Petition for Writ of Prohibition** disqualifying the trial court judge and for an order remanding the case to the circuit court for reassignment to another judge and in support would state:

Introduction

Petitioner in a Professional Licensed Civil Engineer, P.E. #56079 who has discovered a unique underground river yielding capacity to maintain flow for half the State of Florida Taps, in permit infrastructure bidding for Phase 1 to Peace River Manasota Water Supply region and south to Naples with a large Interconnect Spring Water Transmission.

Since the find, a network of Judges, Lawyers and developers with large corporate attorneys working with Mosaic Phosphate next door to the subject property where the Petitioner is permitting for years, such as but not limited to, liaisons within the Department of Justice, like Greenberg Traurig, William Parker, Gray Robinson, Henderson Franklin, to name a few have either been fired or caught conspiring to hide or steal the resource with a syndicated group who has infiltrated our Tax base agencies to pump treated dirty rivers and medical space, hospital, kids cancer centers, etc, for profits.

This case above was generated by a group of Judges including Judge Padar, as we have over 25 subpoenas issued for trial this week. Including some for the 2ndDCA still processing that facilitated an action against the Petitioners civil rights, attacked his clients, land, family and this resource, which attacks THE UNITED STATES OF AMERICA and its Citizens.

Judge Padar stated in court, she couldn't find me for 5months, and Petitioner never saw any court for 5months while Sarasota county, with Judge Padar helped 72 Partners, LLC and Sarasota Commission facilitate a FRAUD TRANSFER of 2200 or more acres, for only \$185,000 dollars. While Stealing land owned by Petitioner in the process, his clients land, and helping Sarasota County buy over \$5million easements and land deeds, in a FRAUD TRANSFER with Organized Fraud per 713.31 F.S. while Petitioner is locked away in a hole in Tampa, lost by the courts for the exact five months of the expedited and illegal tax base closings.

Petitioner has scheduled subpoenas for this week trial to put Judge Padar, on the Stand for timing questions regarding subduing your adversaries to hide a US Resource from THE PEOPLE and take Civil Rights from Petitioner illegally with false imprisonment by two full circuits under JQC investigation and FBI investigation. Wyche, Thomas Howze and his lawyer Edwardo Morrell, under oath on January 18, 2022. See link

https://drive.google.com/file/d/18Ni8ffvpTDwVmBsWgewIvX97Q1LDZbMZ/view?usp=drive_web.

Sarasota County Commissioners with help of Judge Padar, Judge Krugg and Judge Walker illegally purchased Petitioners LAND on JANUARY 15, 2022 and three more illegal Sarasota ESLAP Easements on Daughtrey lands stolen as well in the process of harboring this October 5, 2020 Fraud Transfer (see Case 2011 CA 04209 NC) for a total of \$5million in tax base, that title policies show FRAUD per Title 18 USC 1000 and 1010 by Sarasota Commissioners and County Administrator Jonathan Lewis.

The Second compelling reason, Defendant/Petitioner has copies of court records where Judge Padar stated she has zero title civil litigation experience and has been potentially setup by her bosses or other influences as she continues to favor the State and has done the following:

1. Refuses to watch the testimony in a 4 hours trial that dismissed the States claims a ridiculous. The hearing shows the suspects, Detectives and owners lying and blaming each other, while Tax payers lost \$5million while Petitioner is basically kidnapped in Tampa while multiple Judges close on kickbacks from the \$5million that is obvious now, after 10yrs of attacks.
2. Judge Padar has attempted with her courtroom gang to silence Petitioners rights by doing multiple evaluations with Doctors to railroad

a conviction, and protects the fraud transfer by the County and so called Victims, who got rich?

3. Judge Padar has expedited a trial timed with Judge Walker who facilitated the fraud, has reopened the Quiet title case 2019 CA 04532 for a March 27, 2024 hearing hoping for a unfair expedited trial, so they both can cover up the tracks for the County fraud and much worse in the overall picture.

Moreover, the trial court did not follow binding legal precedent mandating the court disqualify itself when a Judge ‘friends’ with a Judge in the region that will required to appear before Petitioner and FBI on this case for Trial and for multiple other **capital crimes, pursuant to Title 18 US Code 241 and 242** as described in *Gilberti vs George Bush, et al*, filed in Palm Beach County **case 2023 CA 16963 NC**, where we see service games also timed with Judge Padar expediting a trial with no experience in Complex Title Litigation, forcing a civil lien fraud scam, where Petitioner can’t get to court to fight civil cases, because Judge Padar, her officers of the court, the State Attorneys Tom Widen and Chris Hallet lose Petitioner with over 4 Public Defenders helping, to cover the FRAUD TRANSFER by 72 Partners LLC vs Cecil Daughtrey, **Sarasota Case 2011 CA 04209 NC**, on Oct 5, 2020 sale.

A trial court judge being a ‘friend’ with a lawyer or Judge being called in on Trial and related Racketeering cases regarding Terrorism and Water Supply

Eugenics, Tax Base Fraud, Mortgage fraud by the bankers Thomas Howze, Lee Pallardy, C1 Bank, Ozark Bank, Federal Reserve Banks, Wells Fargo and more on the case is *per se* grounds for recusal, “as the identification of the lawyer as a “friend” on the social networking site or local clubs and groups under investigation and cases for attacking this land, petitioners rights and family, conveys the impression that the lawyer is in a position to influence the judge.” informed the trial court it is adding as a party to the *Gilberti vs FBI, et al* lawsuit(s) filed in Sarasota, Virginia and now many other States since this land and water knowledge/resources of unique Blue Gold affects Global commerce, medicine and National Security.

Given the blatant prejudgment and virtual legal advice by the trial court on an unpled and unfiled sanctions motion, and the fact lien and title/mineral rights and litigation is still pending and this case is being used to help Terrorist groups who already admitted to the Fraud on January 18 2022 in Court with Honorable Judge Goudie, Petitioner, has a well-grounded fear that they will not receive a fair trial. As indicated in the OBJECTION TO THE EXPEDITED ORDER on Denial for Motion to Recuse not Disqualify, the trial court’s prejudging the issues concerning an unfiled and unpled sanctions motion prior to Petitioner deposing the victims while they switch out lawyers at the State to cover up their messes.

The *third* legally sufficient and compelling reason Petitioner filed the Motion to Disqualify Judge Padar numerous times for serious conflicts, is because the trial court has on numerous occasions displayed personal animus toward Petitioner, had not answered the fraudulent transfer issue stealing 2300 acres with Sarasota County Judge Walker, Judges listed above, Sarasota County Commission and causing the Action by somehow **losing Petitioners Location in Jails for 4 months while the land grab takes place involving all Florida Senate, Congress and Commissioners from Tampa to Miami** as of April 3, 2013 and its still going on.

A presentation to Sarasota County Commission for Bond Takedowns with Petitioners reservation, showed them the fraud transfer help by Judge Padar, they have since cancelled their Tuesday BCC Meetings as Trial this week, they are being called in for questions above, regarding Judge Padar, Judge Walker who SPECIFICALLY facilitated the Fraud by subduing and false imprisoning Petitioner, as Judge Goudie would agree, after 5hrs of Trial Evidence and more. The Judges in a small town like Sarasota all go to Ask Gary Parties and Tiger Bay Club luncheons as we have for Trial evidence showing extreme UNDUE INFLUENCE and Racketeering for a World Resource illegal land Grab and full attack on Petitioners civil rights, family and USA's water supply in the region with her biased games and apathy toward the tax payer and law.

I. Jurisdiction of the Court

This Court has jurisdiction to review a trial judge's refusal to disqualify himself. *See Bundy v. Rudd*, 366 So. 2d 440, 442 (Fla. 1978) (if a basis for disqualification has been established "prohibition is both an appropriate and necessary remedy"); *Hill v. Feder*, 564 So. 2d 609, 609 (Fla. 3d DCA 1990) (same); *see also* Fla. R. App. P. 9.030(3) (district courts of appeal may issue writs of prohibition).

II. Statement of the Case and Facts

This entire case that involves timed Terrorism using the Smith Mundt Act, the lower court ignores the October 5, 2020 sale fraud, fraud by the courts, and refuses to take Judicial Notice of HR 5736 Mod by Obama on May 10, 2012 retroactive with Petitioner exposing spring water to SWFWMD and Peace River Manasota Water supply vs RV Griffin reservoir construction with RED TIDE arsenic Peace River with Israel Mosaic Radioactive mining spills in the 4-County region, where Sarasota took the note from Charlotte County after Hurricane Charlie to setup this land grab, ESLAPP and tax base stealing with Stantec Engineers, Benderson, 72 Partners, Mosaic Phosphate, Lennar, EPA, CDC, Sarasota Hospital and more to kill American kids with Judges and Lawyers.

In addition to the timed Terrorism acts, there are several fraud and negligent misrepresentation counts, based on the fraud perpetrated by Judges, Clerks, Sheriffs, Cops, Detectives and Lawyers under Oath to protect Citizens and in its business dealings and negotiations with 72 Partners with Thomas Howze, of C1 Bank/Ozark Bank/Community Bank of Manatee for over 80yrs funding these local developers building arsenic homes vs Alkaline spring water homes, influence Sheriffs and Judges to the LOWEST POINT ON EARTH. Attacking Regional Water supply

to Children and Families with docket soundings and kidnapping with Terrorist State Attorneys, Judges, Sarasota County staff and County Managers from Tampa to Miami all caught in **Title 18 US Code 241 and 242** with Fed and CDC.

Specifically, with regard to the fraud counts, shown in *Gilberti vs Padar et al in Federal Courts with FTC complaints in review; Gilberti vs Pentagon in US Supreme court Case 23-5414*

Vitally important for this Petition for Writ of Prohibition is the undisputed facts involving the parties, the witnesses, and their representation. Specifically, as alleged in Petitioners REQUEST TO PROSECUTE Ryan Snyder, Judge Walker, Sarasota County Commissioners, Ed Brodsky, is being ignored to steal the land and hide the Water Supply from the Public and create more Eugenics.

III. Nature of the Relief Sought

Petitioners request a writ of prohibition disqualifying the trial judge and an order remanding the case to the circuit court for reassignment to another judge to address a major CHANGE IN VENUE to OUT OF STATE due to Trump, Desantis and Florida Senate influence who has attacked for year per FBI investigations and more.

IV. Argument

A. The Standard for a Motion to Disqualify

The standard of review for the legal sufficiency of a motion to disqualify is *de novo*. See *R.M.C. v. D.C.*, 77 So.3d 234, 236 (Fla. 1st DCA 2012). The only issue before this Court is the question of legal sufficiency of the motion; there is no deference owed to the lower court. So. 2d 944, 946 (Fla. 1st DCA 1998). *Smith v. Santa Rosa Island Authority*, 729 “A motion is legally sufficient if it alleges facts that would create in a reasonably prudent person a well-founded fear of not receiving a fair and impartial trial.” *Id.* (quoting *MacKenzie v. Super Kids Bargain Store, Inc.*, 565 So.2d 1332 (Fla.1990)). A mere “subjective fear” of bias will not be legally sufficient; rather, the fear must be objectively reasonable. *Fischer v. Knuck*, 497 So.2d 240, 242 (Fla.1986).

In making a determination on an initial motion for disqualification, the trial court must follow the requirements of rule 2.330(f) of the Florida Rules of Judicial Administration. This provision requires the trial court to determine only if the motion is legally sufficient; **the trial court may not consider whether the factual assertions of the motion are true.**” *Messianu v. Pigna*, 180 So.3d 229 (Fla. 3rd DCA 2015); See also *Bundy v. Rudd*, 366 So.2d 440, 442 (Fla.1978). “The facts alleged in a motion seeking to disqualify a trial judge must be evaluated as true for the purposes of determining legal sufficiency.” *Messianu v. Pigna*, 180 So.3d 229 (Fla. 3rd DCA 2015) See also *City of Hollywood v. Witt*,

868 So.2d 1214, 1217 (Fla. 4th DCA 2004).

The issue before this Court is the **legal sufficiency** of the motion to disqualify the trial court judge. In order to demonstrate legal sufficiency, Petitioners need only show:

‘a well grounded fear that he will not receive a fair [hearing] at the hands of the judge. **It is not a question of how the judge feels; it is a question of what feeling resides in the affiant's mind and the basis for such feeling.**’ *State ex rel. Brown v. Dwell*, 131 Fla. 566, 573, 179 So. 695, 697- 98 (1938). *See also Hayslip v. Douglas*, 400 So. 2d 553 (Fla. 4th DCA 1981). **The question of disqualification focuses on those matters from which a litigant may reasonably question a judge's impartiality rather than the judge's perception of his ability to act fairly and impartially.**

State v. Livingston, 441 So. 2d 1083, 1086 (Fla. 1983)(emphasis added).

Due process guarantees the right to a neutral, detached judiciary in order “to convey to the individual a feeling that the government has dealt with him fairly, as well as to minimize the risk of mistaken deprivations of protected interests.” *Careyv. Piphus*, 435 U.S. 247, 262 (1978). The Due Process Clause entitles a person to an impartial and disinterested tribunal in both civil and criminal cases. This requirement of neutrality in adjudicative proceedings safeguards the two central concerns of procedural due process, the prevention of unjustified or mistaken deprivations and the promotion of participation and dialogue by affected individuals in the decision making process. *See Carey v. Piphus*, 435 U.S. 247, 259-262, 266-267 (1978).

At the same time, the requirement preserves both the appearance and reality of fairness, ‘generating the feeling, so important to a popular government, that justice has been done,’ *Joint Anti-Fascist Committee v. McGrath*, 341 U.S. 123, 172, (1951) (Frankfurter, J., concurring), by ensuring that no person will be deprived of his interests in the absence of a proceeding in which he may present his case with assurance that the arbiter is not predisposed to find against him. *Marshall v. Jerrico, Inc.*, 446 U.S. 238, 242 (1980).

Canon 3E, Fla. Code Jud. Conduct, and Rule 2.330, Fla. R. Jud. Admin., mandate that a judge disqualify himself in a proceeding “in which the judge’s impartiality might reasonably be questioned.” The disqualification rules require judges to avoid even the appearance of impropriety:

It is the established law of this State that every litigant, including the State in criminal cases, is entitled to nothing less than the cold neutrality of an impartial judge. It is the duty of the court to scrupulously guard this right of the litigant and to refrain from attempting to exercise jurisdiction in any manner where his qualification to do so is seriously brought into question. The exercise of any other policy tends to discredit and place the judiciary in a compromising attitude which is bad for the administration of justice. *Crosby v. State*, 97 So.2d 181 (Fla. 1957); *State ex rel. Davis v. Parks*, 141 Fla. 516, 194 So. 613 (1939); *Dickenson v. Parks*, 104 Fla. 577, 140 So. 459 (1932); *State ex rel. Mickle v. Rowe*, 100 Fla. 1382, 131 So. 3331 (1930).

* * *

The prejudice of a judge is a delicate question for a litigant to raise but when raised as a bar to the trial of a cause, if

predicated on grounds with a modicum of reason, the judge in question should be prompt to recuse himself. No judge under any circumstances is warranted in sitting in the trial of a cause whose neutrality is shadowed or even questioned. *Dickenson v. Parks*, 104 Fla. 577, 140 So. 459 (1932); *State ex rel. Aguiar v. Chappell*, 344 So.2d 925 (Fla. 3d DCA 1977).

State v. Steele, 348 So. 2d 398, 401 (Fla. 3rd DCA 1977).

The appearance of impropriety violates state and federal constitutional rights to due process. A fair hearing before an impartial tribunal is a basic requirement of due process. *See In re Murchison*, 349 U.S. 133 (1955). “Every litigant[] is entitled to nothing less than the cold neutrality of an impartial judge.” *State ex rel. Mickle v. Rowe*, 131 So. 331, 332 (Fla. 1930). Absent a fair tribunal, there can be no full and fair hearing.

“The trial court cannot insert its own views regarding the facts or the motivations of the parties but “must review the motion from the litigant's perspective....” *Messianu v. Pigna*, 180 So.3d 229 (Fla. 3rd DCA 2015), quoting *Jimenez v. Ratine*, 954 So.2d 706, 708 (Fla. 2d DCA 2007). “A party seeking to disqualify a judge need only show ‘a well-grounded fear that he will not receive a fair trial at the hands of the judge. **It is not a question of how the judge feels; it is a question of what feeling resides in the affiant's mind and the basis for such feeling.**” *Zanghi v. State*, 61 So.3d 1263 (Fla. 4th DCA 2011).

“The prejudice of a judge is a delicate question for a litigant to raise but

when raised as a bar to the trial of a cause, *if predicated on grounds with a modicum of reason*, the judge in question should be prompt to recuse himself. No judge under any circumstances is warranted in sitting in the trial of a cause whose neutrality is shadowed or even questioned.” *State v. Steele*, 348 So. 2d 398, 401 (Fla. 3d DCA 1977) (emphasis added).

Additionally, the Florida Supreme Court has stated that:

[A] party seeking to disqualify a judge need only show ‘a well-grounded fear that he will not receive a fair trial at the hands of the judge. It is not a question of how the judge feels; it is a question of what feeling resides in the affiant’s mind and the basis for such feeling.’ [citations omitted] The question of disqualification focuses on those matters from which a litigant may reasonably question a judge’s impartiality rather than the judge’s perception of his ability to act fairly and impartially.

Livingston v. State, 441 So. 2d 1083, 1086 (Fla. 1983); *see also MacKenzie v. Superkids Bargain Store, Inc.*, 565 So. 2d 1332, 1336 (Fla. 1990) (“The appearance of impropriety or bias is of special concern where the branch of government involved is that charged with the duty of remaining impartial, i.e., the judiciary.”).

I. IN DETERMINING THE LEGAL SUFFICIENCY OF THE MOTION FOR DISQUALIFICATION, THE TRIAL COURT IGNORED BINDING PRECEDENT REQUIRING DISQUALIFICATION

Florida Code of Judicial Conduct Canon 2B requires that “A judge shall not...convey or permit others to convey the impression that they are in a special position to influence the judge.”). In *Domville v. State*, 103 So.3d 184 (Fla. 4th DCA 2013) the Fourth District Court of Appeal ruled that a trial court judge being a ‘friend’ with a lawyer or Judge who attacked the land ILLEGALLY with OBVIOUS FRAUD shown by Experts and ignored by the Bar and Court to attack Water Supply on the case is per se grounds for recusal, “as the identification of the lawyer as a “friend” on the social networking site, conveys the impression that the lawyer is in a position to influence the judge.” *Id.* at 186.

In *Domville*, the defendant alleged that the prosecutor handling the case and the trial court judge were Facebook friends and that (Facebook friend) relationship “caused Domville to believe that the Judge could not be fair and impartial.” *Id.*

The Court in *Domville*, stated as follows:

We find an opinion of the Judicial Ethics Advisory Committee to be instructive. See Fla. JEAC Op.2009–20 (Nov. 17, 2009). There, the Committee concluded that the Florida Code of Judicial Conduct precludes a judge from both adding lawyers who appear before the judge as “friends” on a social networking site and allowing such lawyers to add the judge as their “friend.” **The Committee determined that a judge's listing of a lawyer as a “friend” on the judge's social networking page—“[t]o the extent that such identification is available for any other person to view”—would violate Florida Code of Judicial Conduct Canon 2B (“A judge shall not ... convey or permit others to convey the impression that they are in a**

special position to influence the judge.”). *See* Fla. JEAC Op. 2009–20. The committee found that three elements are necessary in order to fall within the prohibition of Canon 2B:

1. The judge must establish the social networking page.
2. The site must afford the judge the right to accept or reject contacts or “friends” on the judge's page, or denominate the judge as a “friend” on another member's page.
3. The identity of the “friends” or contacts selected by the judge, and the judge's having denominated himself or herself as a “friend” on another's page must then be communicated to others.

The committee noted that:

Typically, [the] third element is fulfilled because each of a judge's “friends” may see on the judge's page who the judge's other “friends” are. Similarly, all “friends” of another user may see that the judge is also a “friend” of that user. **It is this selection and communication process, the Committee believes, that violates Canon 2B, because the judge, by so doing, conveys or permits others to convey the impression that they are in a special position to influence the judge.**

Further, the Committee concluded that when a judge lists a lawyer who appears before him as a “friend” on his social networking page this “reasonably conveys to others the impression that these lawyer ‘friends’ are in a special position to influence the judge.” *Id.* *See also* Fla. Code Jud. Conduct, Canon 5A.

The issue, however, is not whether the lawyer actually is in a position to influence the judge, but instead whether the proposed conduct, the identification of the lawyer as a “friend” on the social networking site, conveys the impression that the lawyer is in a position to influence the judge. The Committee concludes that such identification in a public forum of a lawyer who may appear before the judge does convey this impression and therefore is not permitted.

Fla. JEAC Op. 2009–20.

Thus, as the Committee recognized, a judge's activity on a social networking site may undermine confidence in the judge's neutrality. Judges must be vigilant in monitoring their public conduct so as to avoid situations that will compromise the appearance of impartiality. The Commentary to Canon 2A explains that being a judge necessarily limits a judge's personal freedom:

A judge must avoid all impropriety and the appearance of impropriety. A judge must expect to be the subject of constant public scrutiny. A judge must therefore accept restrictions on the judge's conduct that might be viewed as burdensome by the ordinary citizen and should do so freely and willingly.

Fla. Code Jud. Conduct, Canon 2A, cmt. *Domville v. State*, 103 So.3d 184, (Fla. 4th DCA 2013)

The Fourth DCA opinion in *Domville* was binding on the trial court, because *Domville* was the first and only District Court case that ruled on this precise issue and the impact of a judge's being a **friend** of a lawyer or Judge in a case. See *Pardo v. State*, 596 So.2d 665, 666 (Fla.1992) (explaining that “in the absence of inter-district conflict, district court decisions bind all Florida trial courts”).

On Motion for Rehearing, in *Domville v. State*, 125 so.3d 178 (Fla. 4th DCA 2013)²

the Fourth DCA certified the following question as a matter of great public importance:

² The Florida Supreme Court declined to exercise jurisdiction within a month. See *State v. Domville*, 110 So.3d 441 (Fla. 2013).

Where the presiding judge in a criminal case has accepted the prosecutor assigned to the case as a “friend,” would a reasonably prudent person fear that he could not get a fair and

impartial trial, so that the defendant's motion for disqualification should be granted?

Id.

In his concurrence in granting the Motion for Rehearing and certifying the question, Fourth District Court of Appeal Judge Robert Gross pointed out the problematic nature of a judge's use of social media:

“Judges do not have the unfettered social freedom of teenagers. Central to the public's confidence in the courts is the belief that fair decisions are rendered by an impartial tribunal. Maintenance of the appearance of impartiality requires the avoidance of entanglements and relationships that compromise that appearance. Unlike face to face social interaction, an electronic blip on a social media site can become eternal in the electronic ether of the internet. Posts on a Facebook page might be of a type that a judge should not consider in a given case. The existence of a judge's Facebook page might exert pressure on lawyers or litigants to take direct or indirect

action to curry favor with the judge. As we recognized in the panel opinion, a person who accepts the responsibility of being a judge must also accept limitations on personal freedom.”

Id. at 179.

If a judge accepted a lawyer's “friend” request, the public might perceive that the lawyer held a position of influence with the judge that others, whose “friend” requests were rejected, might not. Moreover, the Florida Ethics Advisory Committee believed that this impression would still exist even if a judge accepted

all “friend” requests that were received from lawyers who appeared before the judge:

The judge’s commitment to accept as a “friend” all attorneys who ask to become a “friend” still violates Canon 2B because (1) it still creates a class of special lawyers who have requested this status and (2) these lawyers as a group, in contrast to other lawyers who do not participate in social networking sites or who choose not to ask the judge to accept them as the judge’s “friend,” would appear to the public to be in a special relationship with the judge.

Because of the inherent “selectivity and exclusivity” of the “process of selection,” the Florida Ethics Advisory Committee found that judges should not be social media “friends” with lawyers who regularly appear before them. Other jurisdictions have come to the same conclusion. E.g. Massachusetts CJE Opinion No. 2011-6 (“The Committee is of the opinion that the Code prohibits judges from associating in any way on social networking sites with attorneys who may appear before them.”).

California has staked out a more nuanced middle-ground between the two approaches described above. The California Judges Association ruled that there is no “per se prohibition of social networking with lawyers who may appear before a judge,” but cautioned that, depending on the nature of a judge’s social networking interactions, the judge could nonetheless create the impression that a lawyer occupies a position of special influence with the judge, which would be

inappropriate.

The association identified several factors that California judges should consider when determining whether their social networking crosses this line, including the nature of the social networking site (the more personal, the greater the likelihood that a “friend” would be in a special position to influence the judge) and the judge’s practice in deciding which lawyers to accept as “friends” (the more inclusive the judge is the less likely it would be that he could create the impression that one lawyer would be in a special position as compared to the others). The association then provided one example each of what would be permissible and impermissible. These examples suggest that it would not be appropriate for a California judge to have “friends” on a more personal networking site — where a judge “updates family and friends about her/his extrajudicial activities” and includes “such items as vacation photos, updates on the judge’s children, and the judge’s thoughts about books, movies and restaurants” — as opposed to one that is more professional — where a judge communicates with his contacts on issues relevant to the legal profession. Essentially, in California, social networking like Facebook would be problematic for judges, while professional networking like *LinkedIn* would not. Finally, the California Judges Association held that a judge should not interact with a lawyer who has a matter pending before the judge, and should actually “unfriend” any lawyer with such a matter.

In *Chace v. Loisel*, 170 So.3d 802 (Fla. 5th DCA 2014), the Fifth District Court of Appeal dealt with a case where the Judge tried to Facebook “friend” a party in the case, rather than an attorney representing a party and the court held that disqualification was required. Importantly, the Fifth District did not disagree with the *Domville* opinion, it expressed a reservation about the *Domville* court’s reasoning but distinctly agreed with the holding by stating “beyond the fact that *Domville* required the trial court to grant the motion to disqualify, the motion to disqualify was sufficient on its face to warrant disqualification.” *Id.* The reason, as stated by the *Chace* court is precisely because under the Code of Judicial Canons “a Judge must avoid the appearance of partiality. It is incumbent upon judges to place boundaries on their conduct in order to avoid situations such as the one presented in this case.”

In *Pardo v. State*, the Supreme Court has stated that “[t]he decisions of the district courts of appeal represent the law of Florida unless and until they are overruled by this Court.” *Stanfill v. State*, 384 So.2d 141, 143 (Fla.1980). Thus, in the absence of inter-district conflict, district court decisions bind all Florida trial courts. *Weiman v. McHaffie*, 470 So.2d 682, 684 (Fla.1985). The purpose of this rule was explained by the Fourth District in *State v. Hayes*:

The District Courts of Appeal are required to follow Supreme Court decisions. As an adjunct to this rule it is logical and necessary in order to preserve stability and predictability in the law that, likewise, trial courts be required to follow the

holdings of higher courts—District Courts of Appeal. The proper hierarchy of decisional holdings would demand that in the event the only case on point on a district level is from a district other than the one in which the trial court is located, the trial court be required to follow that decision. Alternatively, if the district court of the district in which the trial court is located has decided the issue, the trial court is bound to follow it. Contrarily, as between District Courts of Appeal, a sister district's opinion is merely persuasive.

Id. at 666.

In light of the binding precedent of *Domville* on the trial court, the motion to disqualify was legally sufficient and the trial court's denial of the motion requires disqualification and reassignment to another judge. Under Florida law where a judge is Facebook friends with a lawyer appearing in the case, disqualification was required. In its verified motion, Petitioner attested and expressed reasonable and well-grounded legitimate fear of not receiving an impartial trial on this matter, given the fact that the trial court is 'friends' with a lawyer or Judge on the case or related cases. Failing to follow binding case law in denying the Motion to Disqualify is tantamount to violating Petitioners' due process right to the cold neutrality of an impartial judge, requiring this Court to issue a writ of prohibition and require the circuit court reassign the case to another judge.

II. THE TRIAL COURT'S OBVIOUS PRE-JUDGMENT OF AN UNPLED AND UNFILED MOTION FOR SANCTIONS AGAINST PETITIONERS IS GROUNDS FOR DISQUALIFICATION

Aside from the violation of Judicial Canon 2B and 5A by being friends with a lawyer or Judge who appears before the court on the case and failing to follow binding precedent, the trial court injected comments in this case which give Petitioner an objectively reasonable well-grounded fear of not receiving a fair and impartial trial. Specifically, the Court has made comments evidencing her pre-judgment requiring disqualification.

Canon 3(B)(9) of the Code of Judicial Conduct requires: “A judge shall not, while a proceeding is pending or impending in any court, make any public comment that might reasonably be expected to affect its outcome or impair its fairness or make any nonpublic comment that might substantially interfere with a fair trial or hearing.”

Canon 3(E)(1) of the Code of Judicial Conduct provides that: “A judge shall disqualify himself or herself in a proceeding in which the judge’s impartiality might reasonably be questioned” And where a judge has prejudged or predetermined issues in a case—as the trial judge has here—impartiality is reasonably in doubt and disqualification is required. *Amato v. Winn Dixie Stores/Sedgwick James*, 810 So. 2d 979, 980-983 (Fla. 1st DCA 2002)

(disqualification required where judge issued an order on the merits and thereafter vacated it upon realizing that discovery was not yet complete and all the evidence had not been heard).

Additionally, disqualification is required because the facts alleged in the motion, which must be taken as true, would “prompt a reasonably prudent person to fear that he could not get a fair and impartial trial.” Molina v. Perez, 187 So. 3d 909, 909 (Fla. 3d DCA 2016) (citation omitted).

This Court in Great Am. Ins. Co. of N.Y. v. 2000 Island Boulevard Condo. Ass'n, Inc., 153 So.3d 384 (Fla. 3rd DCA 2014), ruled that a trial judge that made comments concerning a sanctions motion, when the issue was not before the court, “abandoned his post as a neutral overseer of the dispute between the parties, compelling us to grant JOSEPH D. GILBERTI, JR., Petition for a Writ of Prohibition.” Id.

“A trial judge crosses the line when he becomes an active participant in the adversarial process, i.e., gives “tips” to either side. The issue of sanctions was not before the court in *2000 Island*, yet the court essentially advised plaintiff that, should he request sanctions, the court would award them. The implication of the court's statement is clear—plaintiff's counsel should move for sanctions because the court will grant the motion.” Great Am. Ins. Co. of N.Y. v. 2000 Island Boulevard Condo. Ass'n, Inc., 153 So.3d 384 (Fla. 3rd DCA 2014) See also

Chastine v. Broome, 629 So.2d 293, 295 (Fla. 4th DCA 1993).

Similarly, in Irwin v. Marko, 417 So.2d 1108, 1109 (Fla. 4th DCA 1982), the Fourth DCA ruled where a judge made certain comments on the record indicating that he intended to grant the subject motion for attorney's fees, because the comments were made prior to any hearing before the trial court on the said motion (for attorney's fees), the judge created the *appearance of having prejudged* the attorney's fee issue in advance of hearing it and, accordingly was required by law to recuse himself. *Id.*, See, e.g., State v. Steele, 348 So.2d 398 (Fla. 3d DCA 1977). See also Martin v. State, 804 So.2d 360 (Fla. 4th DCA 2001); Gonzalez v. Goldstein, 633 So.2d 1183, 1184 (Fla. 4th DCA 1994).

Petitioner's motion was legally sufficient, per Molina v. Perez, 187 So.3d 909 (Fla. 3rd DCA 2016), and similar cases. Wolfson v. Wolfson, 159 So. 3d 394, 394 (Fla. 3d DCA 2015) (disqualification required where trial judge's comments indicated she had prejudged the case); Wade v. Wade, 123 So. 3d 697, 698 (Fla. 3d DCA 2013) (disqualification required where court announced its ruling before hearing all the evidence); Begens v. Olschewski, 743 So. 2d 133, 133 (Fla. 4th DCA 1999) (comment suggesting that judge has already made up her mind before hearing all the evidence required disqualification); Barnett v. Barnett, 727 So. 2d 311, 311-12 (Fla. 2d DCA 1999) ("[w]hile it is well-settled that a judge may form mental impressions and opinions during the course of hearing evidence, he or she may not prejudice the case"); Gonzalez v. Goldstein, 633 So. 2d 1183, 1184 (Fla. 4th DCA

1994) (“[a] trial judge’s announced intention before a scheduled hearing to make a specific ruling” required disqualification); Irwin v. Marko, 417 So. 2d 1108, 1109 (Fla. 4th DCA 1982) (comments suggesting that judge intended to rule a certain way prior to hearing the motion, required disqualification).

LeBruno Aluminum Co. v. Lane, 436 So. 2d 1039 (Fla. 1st DCA 1983), and Nathanson v. Nathanson, 693 So. 2d 1061 (Fla. 4th DCA 1997), are two additional cases where courts ordered disqualification when judges were found to have prejudged matters in advance of receiving all the evidence. In LeBruno (relied upon by Amato v. Winn Dixie Stores/ Sedgwick James, 810 So. 2d 979 (Fla. 1st DCA 2002)), the trial court remarked that he had already made up his mind even though he would still allow the party to present his witnesses. 436 So. 2d at 1039-40. In Nathanson (also relied upon by Amato), the Fourth District found the motion to disqualify legally sufficient where the judge “began to rule against the wife without ever affording the wife an opportunity to respond.” 693 So. 2d at 1062. Cummings v. Montalvo, 135 So. 3d 389, 389 (Fla. 5th DCA 2014) (disqualification required based on judge’s statements indicating that she had prejudged party’s credibility “in an unfavorable fashion”); DeMetro v. Barad, 576 So. 2d 1353, 1354-55 (Fla. 3d DCA 1991) (judge’s comments as to parties’ believability in prior proceeding required disqualification as to future proceedings); Deauville Realty Co. v. Tobin, 120 So. 2d 198, 202 (Fla. 3d DCA 1960) (“statement by a trial

judge that he feels a party has lied in the case . . . may operate to disqualify that judge from hearing any later or second trial of that case . . . or from participating in any subsequent trial”); *Campbell Soup Co. v. Roberts*, 676 So. 2d 435, 435-36 (Fla. 2d DCA 1995) (judge’s comments during a proceeding about the credibility of a party required disqualification); *see also Brown v. St. George Island, Ltd.*, 561 So. 2d 253, 254-57 (Fla. 1990) (judge’s derogatory remarks as to witness’ veracity in prior hearing required disqualification as to future proceedings).

The fact that the trial court has made these comments on the record and *pre-judged* awarding 57.105 sanctions against Petitioner has a well-ground fear of not receiving a fair and impartial hearing and trial on this matter requiring disqualification. (A006; A024-A025;A047) Any litigant would reasonably question the impartiality of a trial court where the court prejudices an issue not properly before it. It is beyond a modicum of reason that any litigant should have a well-grounded fear of not receiving a fair trial where the court prejudices an unfiled sanction motion to the litigant’s detriment.

III. THE TRIAL COURT HAS EXPRESSED PERSONAL ANIMUS TOWARD PETITIONER WITH VARIOUS STATE ATTORNEYS AND PUBLIC DEFENDERS BY LOSING HIS LOCATION FOR 4 MONTHS WHILE PETITIONERS LAND IS STOLEN- WARRANTING DISQUALIFICATION

In reviewing a petition based upon comments made by the trial court, “the

standard is the reasonable effect on the *party* seeking disqualification, *not* the subjective intent of the judge. *Molina, Id.* (Quoting *Vivas v. Hartford Fire Ins. Co.*, 789 So.2d 1252, 1253 (Fla. 4th DCA 2001).

As the May 29, 2023 Motion to Recuse the Court's construed the Motion to Disqualify shows the Judge and other Judges in Circuit 12 and 13 worked together to **LOSE THE PETITIONER in the Jails for 4months so Sarasota County and Desantis with FDEP and ESLAPP programs in Sarasota county staff could STEAL THE LAND** and button up the Fraudulent Transfer approved En Banc by the Entire DCA, demonstrating the need to move this case OUT OF STATE and have FBI and more investigation why this Court and State Attorneys are harboring Terrorism, hiding this Resource and Fraudging the System with Ryan Snyder and 72 Partners LLC on October 5, 2020 online sale, with an invalid Mortgage on a poor farmer who never knew what was under his land, but Sarasota County and 9-11 Sarasota Blue Gold Bush Family did, as we file in New York on the same. Although the Judge seems very nice and feels the Conspiracy is false she won't VALIDATE THE RESOURCE with another Engineering team, to see the Global motive or she is playing the game due to the UNDUE INFLUENCE and FEAR this area has proven to Americans and Petitioner as well as Lawyers who wont help as they never seen nothing like this case and related cases and corruption, in the past 10yrs of attacks by this Circuit 12, 13, 17, 20, Tampa Middle and 2ndDCA entirely, blocking Florida

Supreme Court petitions the whole way through to attack Water Supply and keep viruses and cancer rising for their constituents who make money that way.

It is *not* a question of how the judge feels; it is a question of what feeling resides in the affiant's mind and the basis for such feeling.” *State ex rel. Brown v. Dewell*, 131 Fla. 566, 573, 179 So. 695, 697–98 (1938). *See also Hayslip v. Douglas*, 400 So.2d 553 (Fla. 4th DCA 1981). Even where the trial court’s negative comments are meant as a joke rather than a reflection on the court’s belief as to the merits of the petitioner's case, the trial court’s have been disqualified because the standard is the reasonable effect on the party seeking disqualification, not the subjective intent of the judge. *State ex rel. Brown v. Dewell*, 131 Fla. 566, 573, 179 So. 695, 697-98 (1938), quoted in *Hayslip*, 400 So.2d at 556. Jokes by the trial judge are a risky venture in any event, and the closer the joke to the subject matter of the litigation, the greater the risk that the attempted humor will, in one way or another, be inappropriate. *Brofman v. Florida Hearing Care Center, Inc.*, 703 So.2d 1191 (Fla. 4th DCA1997)

It is not the appellate court’s function to determine how the trial judge actually feels, but rather what feeling resides in the petitioner's mind and the basis for such feeling. *State ex rel. Brown v. Dewell*, 131 Fla. 566, 179 So. 695, 697-98 (1938); *Wargo v. Wargo*, 669 So.2d 1123 (Fla. 4th DCA 1996). The question of disqualification focuses on those matters from which a litigant may reasonably question a judge's impartiality rather than the court's

own perception of its ability to act fairly and impartially.

Because the trial court has on numerous occasions displayed personal animus toward Petitioner, a well-founded fear of not receiving a fair and impartial trial. The trial court should be disqualified and the matter transferred to another judge. *Molina, Id.* See also *Miami Dade College v. Turnberry Inv., Inc.*, 979 So.2d 1211 (Fla. 3d DCA 2008); *Valdes-Fauli v. Valdes-Fauli*, 903 So.2d 214, 216 (Fla. 3d DCA 2005); *Kopel v. Kopel*, 832 So.2d 108 (Fla. 3d DCA 2002); *Royal Caribbean Cruises, Ltd. v. Doe*, 767 So.2d 626 (Fla. 3d DCA 2000); *Tindle v. Tindle*, 761 So.2d 424 (Fla. 5th DCA 2000). Context matters when viewing the trial court's comments in the mind of Petitioner.

The trial court's decidedly negative commentary concerning her personal opinion of, Petitioner's claims and descriptions of Terrorism acts timed with land grabs to hide this World underground resource VERY QUICKLY and doesn't want to recognize the Global importance of this underground river; and its attack by a gang of Judges within her Circuit and region with small town Politics all over this case and land grab with Judges. Judge Padar knows Lawyers, Cops, Sheriff Hoffman, Ed Brodsky, Sarasota Tiger Bay club members who helped the entire Circuit 12 Courts (for 12yrs ongoing in a small town) frauded the 72 Partners LLC vs Cecil and Patricia Daughtrey case 2011 CA 04209 NC Foreclosure case where over **\$5million Tax**

dollars were STOLEN and USED with Circuit 12 Judges, FDEP, Sarasota County Commissioners to FRAUD THE SYSTEM and hide the Water Supply!

The Sarasota, Tampa, Lee, Broward Judge(s) and others in the region using Detectives in Sarasota, FDLE, Commissioners in Sarasota, US Congressman in Sarasota-Manatee, where she was raised and grew up and promoted as a State attorney and Judge; when viewed in the context of the fact that the trial court judge is **'friends'** with Judges who frauded the land sale and/or look away as such Statewide Treachery by the entire 2ndDCA on Daughtrey's Objection in case 2011 CA 04209 NC for a Fraud sale on October 5, 2020; and **'friends'** a lawyer (Ed Brodsky, Tom Widen, Mark Adams, Chris Hallet) hired by Respondent, USAA, who regularly appears before her and argue and settle on MULTIPLE cases at work in her courtroom with, and combined with the fact that that the trial court *prejudged* awarding 57.105 sanctions against his filing emails or WHISTLEBLOWING in a PETITION OF GREIVANCE to slow down his ability to work on the case while in Hurricane Ian Disaster Recover on Fort Myers Beach where his entire office, home and family were destroyed with nine feet of water, to have a well-ground fear of not receiving a fair and impartial hearing and trial on this matter requiring disqualification.

Finally, Petitioners motion was timely because it was filed within 3 days, after they discovered the trial court Judge was the person who timed the warrant

illegally to stop the Service to the Gilberti v. Pentagon, et al. case, knowing the School attempted shooting and Smith Mundt Act by Lee County Carmine Marceno, see Gilberti vs Carmine Marceno, et al, Case 2022 CA 0380 NC, missed their Terrorism opportunity at my kids Middle School, Lexington Middle where Cops and CIA tried to shoot my kid and me at school with a **COVID19 quarantine game and Shooting Drill timed with me picking up my kid, causing the Superintendent and VP to Quit the NEXT DAY! From the Court actions.....**(Undercover videos available for hearing); See Fla. R. Jud. Admin. 2.330(e) (motion to disqualify must be filed within a reasonable time not to exceed 10 days); *Amato*, 810 So. 2d at 981-82 (motion to disqualify timely when filed within 10 days of party learning that judge had vacated premature order on the merits after judge realized party had not finished presenting all the evidence on the issues. UNTIL the FTC case is over and all discovery to Judge Padar treachery, Judge Krugg and many more on the list are deposited this lower case must be STAYED.

CONCLUSION

In determining the legal sufficiency of a motion for disqualification, the test is “whether ‘the facts alleged (which must be taken as true) would prompt a reasonably prudent person to fear that he could not get a fair and impartial trial. Based on this well-known standard, Petitioner has set forth three (3) separate and distinct legally sufficient grounds for disqualification, all of which on their own

would require disqualification. Taken in context of the case and viewed together in the mind of the Petitioner, the combination of all three (3) reasons clearly would prompt a reasonably prudent person to fear that he could not get a fair trial. For those compelling reasons, this Court must issue the writ of prohibition and enter an order remanding the case to the circuit court for reassignment to another judge and court OUT OF STATE due to the Desantis terrorism acts we have records of this court is not allowed to see until meetings with Attorney Generals across 50 States is completed to arrest Judges on the last Writ of Prohibition caught in Title 18 US Code 242 per Pentagon and other consultants on the public records in multiple municipalities across USA due to medicine affects and due to the past years of helping them do this attack.

WHEREFORE, Petitioner respectfully requests this Court GRANT this Petition and issue writ of prohibition disqualifying the trial court judge and an order remanding the case to the circuit court for reassignment to another judge and provide any other relief this Court deems just and proper.

Date: March 3, 2024

/s/ Joe Gilberti

Joseph D. Gilberti PE
Appellant
385 Donora Blvd
Ft Myers Beach, FL 33931
813-470-6000
gilbertiwater@gmail.com

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing was served to Judge Padar, Tom Widen and others listed via e-mail thru State E-file system on:

Date: March 3, 2024

/s/ Joe Gilberti

Joseph D. Gilberti PE
Petitioner
385 Donora Blvd
Ft Myers Beach, FL 33931
813-470-6000
gilbertiwater@gmail.com

CERTIFICATE OF COMPLIANCE - TYPE SIZE

In accordance with Florida Rule of Appellate Procedure 9.210(a)(2), this Brief has been prepared using Times New Roman 14 point font.

Date: March 3, 2024

/s/ *Joe Gilberti*

Joseph D. Gilberti PE
Petitioner
385 Donora Blvd
Ft Myers Beach, FL 33931
813-470-6000
gilbertiwater@gmail.com

EXHIBIT A

Subpoena for Judge Padar on timing of Fraud Transfer and Petitioner
Habeas Corpus she facilitated with Sarasota County Commissioners and
STATE ATTORNEYS OFFICE she worked at for decade or more

**IN THE CIRCUIT COURT OF THE 12TH JUDICIAL CIRCUIT
IN AND FOR SARASOTA COUNTY, FLORIDA**

STATE OF FLORIDA

Plaintiff,

v.

Case No.: 2021 CF 007559 NC

Judge Donna Marie Padar

Joseph D. Gilberti, P.E., a licensed
Professional Engineer

Defendant.

_____/ **STATE OF FLORIDA**

SUBPOENA FOR TRIAL

To: Judge Donna Marie Padar
12th Judicial Circuit Florida
Judge Lynn N. Silvertooth Judicial Center
Courtroom 4B
2002 Ringling Blvd.
Sarasota, Florida 34237

YOU ARE HEREBY COMMANDED to appear before Honorable Judge Donna Marie Padar, Judge of the said Court at the Judge Lynn N. Silvertooth Judicial Center, Courtroom 4B, Sarasota County Courthouse, Sarasota, Florida on March 4, 5th & 6th at 8:00am to 5:00pm each day until called upon to testify in this action.

If you fail to appear you may be held in contempt of court. You are subpoenaed to appear by the Defendant and unless excused from the subpoena by Defendant or the Court, you shall respond to this subpoena as directed.

DATED on this 28th day of February 2024

/s/ Joe Gilberti

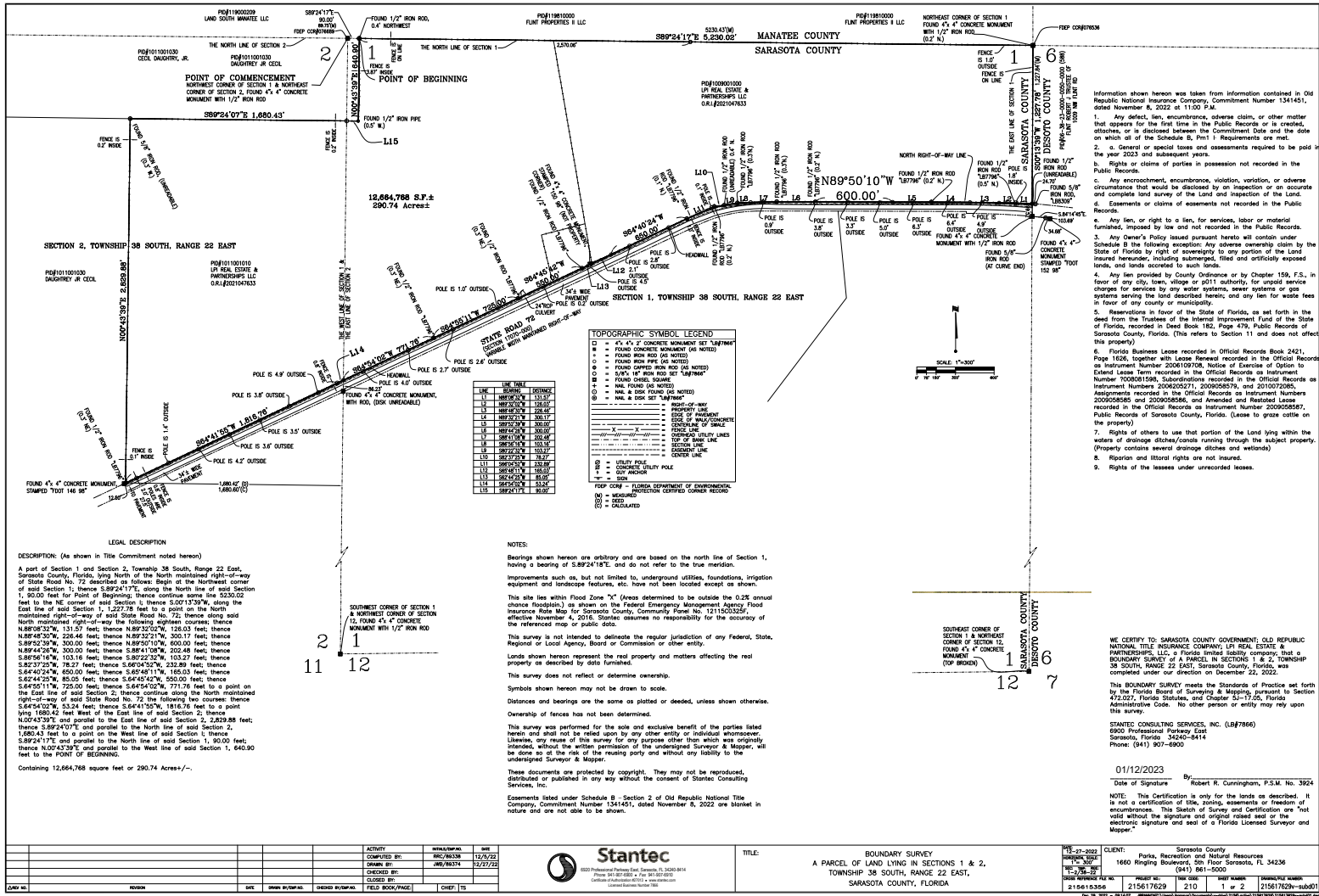
Joseph D. Gilberti, PE
Defendant
385 Donora Blvd
Ft Myers Beach, FL 33931

**KAREN RUSHING
CLERK OF THE CIRCUIT COURT**

BY: _____ **DATE:** _____
Deputy Clerk

“If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Sarasota County Jury Office, P.O. Box 3079, Sarasota, Florida 34230-3079, (941)861-7400, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.”

EXHIBIT B



Information shown hereon was taken from information contained in Old Republic National Insurance Company, Commitment Number 1341451, dated November 6, 2022 at 11:00 P.M.

- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which of the Schedule B, Part 1. Requirements are met.
- General or special taxes and assessments required to be paid in the year 2023 and subsequent years.
- Rights or claims of parties in possession not recorded in the Public Records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
- Assessments or claims of assessments not recorded in the Public Records.
- Any lien, or right to a lien, for services, labor or material furnished, assessed by law and not recorded in the Public Records.
- Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land located hereunder, including statements, filed and artificially imposed lands, and lands acquired to such lands.
- Any lien, or right to a lien, for services, labor or material furnished, assessed by law and not recorded in the Public Records, in favor of any city, town, village or political authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein, and any lien for waste fees in favor of any county or municipality.
- Reservations in favor of the State of Florida, as set forth in the deed from the Trustee of the Interim Improvement Fund of the State of Florida, recorded in Deed Book 162, Page 479, Public Records of Sarasota County, Florida. (This refers to Section 11 and does not affect this property)
- Florida Business Leases recorded in Official Records Book 2421, Page 1626, together with Lease Renewal recorded in the Official Records of Sarasota County, Florida, Instrument Number 200800708, Notice of Exercise of Option to Extend Lease Term recorded in the Official Records as Instrument Number 200800708, Substitutions recorded in the Official Records as Instrument Numbers 200505858 and 200908486, and Amended and Restated Lease recorded in the Official Records as Instrument Number 200505857, Public Records of Sarasota County, Florida. (Lease to graze cattle on the property)
- Rights of others to use that portion of the Land lying within the waters of drainage ditches/canals running through the subject property. (Property contains several drainage ditches and wetlands)
- Riparian and littoral rights are not leased.
- Rights of the lessor under unrecorded leases.

WE CERTIFY TO SARASOTA COUNTY GOVERNMENT, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, LP REAL ESTATE & PARTNERSHIPS, LLC, BY THE UNDERSIGNED, THAT A BOUNDARY SURVEY OF A PARCEL IN SECTIONS 1 & 2, TOWNSHIP 38 SOUTH, RANGE 22 EAST, SARASOTA COUNTY, FLORIDA, WAS COMPLETED UNDER OUR DIRECTION ON DECEMBER 22, 2022.

This BOUNDARY SURVEY meets the Standards of Practice set forth by the Florida Board of Surveying & Mapping, pursuant to Section 472.027, Florida Statutes, and Chapter 55-17.05, Florida Administrative Code. No other person or entity may rely upon this survey.

STANTEC CONSULTING SERVICES, INC. (LB7886)
 6900 Professional Parkway East
 Sarasota, Florida 34240-8414
 Phone: (941) 807-8000

LEGAL DESCRIPTION
 (As shown in this Commitment noted herein)

A part of Section 1 and Section 2, Township 38 South, Range 22 East, Sarasota County, Florida, being North of the North mentioned right-of-way of State Road No. 72 described as follows: Beginning at the Northeast corner of said Section 1, thence S.89°24'17"E, along the North line of said Section 1, 90.00 feet for Point of Beginning; thence continue same line S20°02'02"E to the NE corner of said Section 1, thence S.00°13'39"W, along the East line of said Section 1, 1,227.78 feet to a point on the North mentioned right-of-way of said State Road No. 72; thence along said North mentioned right-of-way the following eighteen courses: thence N.88°08'32"W, 131.07 feet; thence N.89°32'02"W, 128.03 feet; thence N.89°42'30"W, 228.46 feet; thence N.89°32'17"W, 300.17 feet; thence S.89°52'30"W, 300.00 feet; thence N.89°50'10"W, 600.00 feet; thence N.89°54'18"W, 300.00 feet; thence S.89°41'10"W, 202.48 feet; thence S.89°56'18"W, 103.16 feet; thence S.89°22'52"W, 103.27 feet; thence S.89°37'32"W, 78.37 feet; thence S.89°04'52"W, 233.89 feet; thence S.84°40'24"W, 650.00 feet; thence S.85°48'11"W, 165.03 feet; thence S.82°42'27"W, 85.09 feet; thence S.84°45'42"W, 350.00 feet; thence S.84°50'11"W, 725.00 feet; thence S.84°54'02"W, 771.76 feet to a point on the East line of said Section 2, thence continue along the North mentioned right-of-way of said State Road No. 72 the following two courses: thence S.64°54'27"E, 53.24 feet; thence S.64°10'37"E, 1816.76 feet to a point lying 1690.42 feet West of the East line of said Section 2; thence N.00°45'37"E and parallel to the East line of said Section 2, 2,803.89 feet; thence S.89°24'07"E and parallel to the North line of said Section 2, 2,085.43 feet to a point on the West line of said Section 1; thence S.89°24'17"E and parallel to the North line of said Section 1, 90.00 feet; thence N.00°43'39"E and parallel to the West line of said Section 1, 640.90 feet to the POINT OF BEGINNING.

Containing 12,664,768 square feet or 290.74 Acres/-.

NOTES:

Bearings shown herein are arbitrary and are based on the north line of Section 1, having a bearing of S.89°24'18"E, and do not refer to the true meridian.

Improvements such as, but not limited to, underground utilities, foundations, irrigation equipment and landscape features, etc. have not been located except as shown.

This site lies within Flood Zone "X" (Area determined to be outside the 0.2% annual chance floodplain) as shown on the Federal Emergency Management Agency Flood Insurance Rate Map for Sarasota County, Community Panel No. 121150022S, effective November 4, 2016. Stantec assumes no responsibility for the accuracy of the referenced map or public data.

This survey is not intended to delineate the regular jurisdiction of any Federal, State, Regional or Local Agency, Board or Commission or other entity.

Lands shown hereon represent the real property and matters affecting the real property as described by title furnished.

This survey does not reflect or determine ownership.

Symbols shown hereon may not be drawn to a point.

Distances and bearings are the same as plotted or deeded, unless shown otherwise.

Ownership of fees has not been determined.

This survey was performed for the sole and exclusive benefit of the parties listed herein and shall not be relied upon by any other entity or individual whatsoever. Likewise, any reuse of this survey for any purpose other than that which was originally intended, without the written permission of the undersigned Surveyor & Mapper, will be done so at the risk of the reusing party and without any liability to the undersigned Surveyor & Mapper.

These documents are protected by copyright. They may not be reproduced, distributed or published in any way without the consent of Stantec Consulting Services, Inc.

Easements listed under Schedule B - Section 2 of Old Republic National Title Company, Commitment Number 1341451, dated November 6, 2022 are blanket in nature and are not able to be shown.

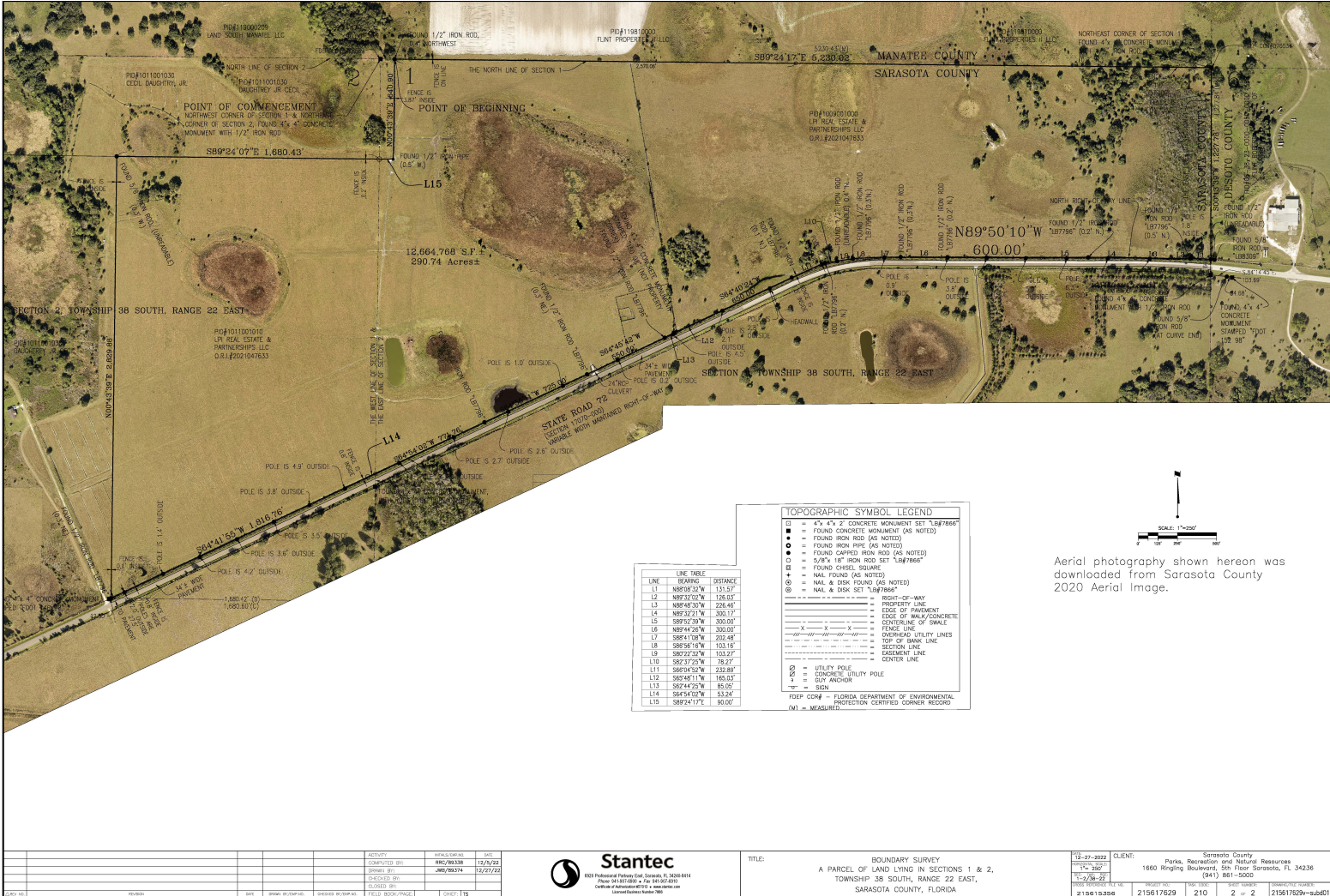
DATE	BY	CHKD BY	ACTIVITY	DATE
			COMPILED BY: INC/78868	12/27/22
			CHECKED BY: JMS/78374	12/27/22
			CHECKED BY:	
			CLOSED BY:	

Stantec
 6900 Professional Parkway East, Suite 15, Sarasota, FL 34240-8414
 Phone: 941.807.8000 • Fax: 941.807.8000
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TITLE: BOUNDARY SURVEY
 A PARCEL OF LAND LYING IN SECTIONS 1 & 2,
 TOWNSHIP 38 SOUTH, RANGE 22 EAST,
 SARASOTA COUNTY, FLORIDA

PROJECT NO.	DATE	SCALE	SHEET NUMBER	TOTAL SHEETS
2156115356	215617629	210	1	1

CLIENT: Paria, Recreation and Natural Resources
 1660 Ringling Boulevard, 5th Floor Sarasota, FL 34236
 (941) 961-5000



Aerial photography shown hereon was downloaded from Sarasota County 2020 Aerial Image.



TITLE: BOUNDARY SURVEY
A PARCEL OF LAND LYING IN SECTIONS 1 & 2,
TOWNSHIP 38 SOUTH, RANGE 22 EAST,
SARASOTA COUNTY, FLORIDA.

12-27-2022 CLIENT: Sarasota County
1"=250'
1660 Ringling Boulevard, 6th Floor Sarasota, FL 34236
(941) 881-5000
215618256 210 2 2 215617629-22020

NO.	REVISION	DATE	BY	APP'D BY	DESCRIPTION
1		12/27/22	JMS		ISSUE FOR RECORD

3

THIS INSTRUMENT PREPARED BY

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

~~3148 Beaver Pond Trail~~ *385 DENVER AVE*
~~Valrico, Florida 33596~~ *FT MYERS, FL 33931*
~~(813) 470-6000~~ *813-482-8512*

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.

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

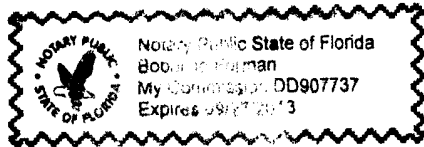
Jonathan Forman
Printed name of second witness

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



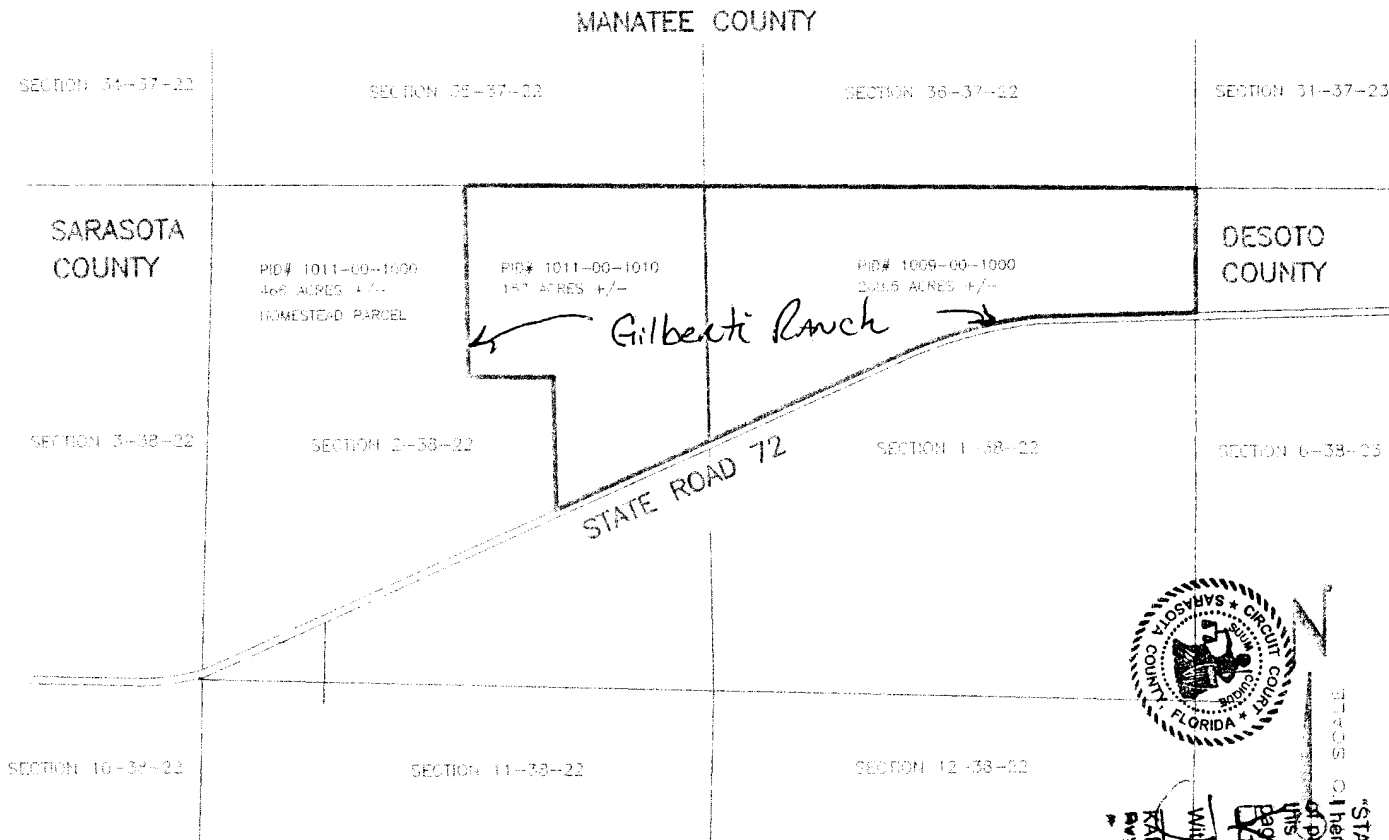
Bobbi Jo Forman
Print Notary Name

My Commission Expires: 9/27/13

DD907737
Commission Number

SKETCH AND DESCRIPTION

THAT PART OF SECTION 1, TOWNSHIP 38 SOUTH, RANGE 22 EAST, LYING NORTH OF STATE ROAD 72, CONTAINING 208.5 ACRES, ALSO THAT PART OF THE EAST 1675 FEET OF SECTION 2, TOWNSHIP 38 SOUTH, RANGE 22 EAST, LYING NORTH OF STATE ROAD 72, AND THE NORTH 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 COMES WITHIN THE TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 51G17-5, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

ESBER & ASSOCIATES, INC.
 CERTIFICATE OF AUTHORIZATION NO. LR 6854

Alex S. Esber
 BY: ALEX S. ESBER
 PROFESSIONAL SURVEYOR
 FLORIDA CERTIFICATE #54149

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SURVEYORS NOTE

1. THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF PARCEL DESCRIBED. INFORMATION SHOWN HEREON WAS TAKEN FROM PUBLIC RECORDS.
2. THE AREAS OF THE TRACTS SHOWN HEREON ARE APPROXIMATED 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 Pages 2 of the instrument filed through this office. The original instrument filed contains 2 Pages.
 This copy has been redacted pursuant to law.
 Witness my hand and official seal this 20 day of February, 2014.
 KAREN E. RUSSELL, CLERK OF THE CIRCUIT COURT
 Deputy Clerk

PROPERTY NORTH OF SR 72 SECTIONS 1 & 2, TWP. 38 S., RNG. 22 E.	SKETCH AND DESCRIPTION Gilberti Ranch P70014 DRAWN BY: [] DATE: 04/11/14 CHECKED BY: [] PLO: BRADLEY, S.A.	ESBER & ASSOCIATES Professional Surveyors 1370 Myakka Road • Sarasota, FL 34240 (941) 379-8831 • Fax (941) 322-9038
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Buyer/Seller
Settlement Statement

A. Settlement Statement

B. Type of Loan

1. FHA 2. FmHA 3. Conv. Unins. **6. File Number** **7. Loan Number** **8. Mortg. Ins. Case Num.**
 4. V.A. 5. Conv. Ins. 5434-058 ID.

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BUYER: Sarasota County, a political subdivision of the State of Florida
Address of Buyer: P. O. Box 8, Sarasota, Florida 34230

E. NAME OF SELLER: LPI Real Estate and Partnerships, LLC, a Florida limited liability company
Address of Seller: 3818 W. Azeela Street, Tampa, Florida 33609 **TIN:**

F. NAME OF LENDER:
Address of Lender:

G. PROPERTY LOCATION: Vacant acreage, Sidell, Florida

H. SETTLEMENT AGENT: J. Kevin Drake, P.A. **TIN:** 65-0322326
Place of Settlement: 1432 First Street, Sarasota, Florida 34236 **Phone:** 941-954-7750

I. SETTLEMENT DATE: 2/22/23 **DISBURSEMENT DATE:** 2/22/23

J. Summary of buyer's transaction		K. Summary of seller's transaction	
100. Gross amount due from buyer:		400. Gross amount due to seller:	
101. Contract sales price	1,900,000.00	401. Contract sales price	1,900,000.00
102. Personal property		402. Personal property	
103. Settlement charges to buyer (Line 1400)	7,399.81	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109. Stormwater-Folio No. 1011001010 from 02/22/23 to 09/30	16.73	409. Stormwater-Folio No. 1011001010 from 02/22/23 to 09/30	16.73
110. Stormwater-Folio No. 1009001000 from 02/22/23 to 09/30	16.73	410. Stormwater-Folio No. 1009001000 from 02/22/23 to 09/30	16.73
111.		411.	
112.		412.	
120. Gross amount due from buyer:	1,907,433.27	420. Gross amount due to seller:	1,800,033.46
200. Amounts paid or in behalf of buyer:		500. Reductions in amount due to seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	89,406.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes Folio No. 1011001010 from 01/01/23 to 02/2	53.38	511. County taxes Folio No. 1011001010 from 01/01/23 to 02/2	53.38
212. County Taxes-Folio No. 1009001000 from 01/01/23 to 02	82.47	512. County Taxes-Folio No. 1009001000 from 01/01/23 to 02	82.47
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for buyer:	135.85	520. Total reductions in amount due seller:	89,541.85
300. Cash at settlement from/to buyer:		600. Cash at settlement to/from seller:	
301. Gross amount due from buyer (line 120)	1,907,433.27	601. Gross amount due to seller (line 420)	1,900,033.46
302. Less amount paid by/for the buyer (line 220)	(135.85)	602. Less total reductions in amount due seller (line 520)	(89,541.85)
303. Cash (<input checked="" type="checkbox"/> From <input type="checkbox"/> To) Buyer:	1,907,297.42	603. Cash (<input checked="" type="checkbox"/> To <input type="checkbox"/> From) Seller:	1,810,491.61


Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: To determine if you have to report the sale or exchange of your main home on your tax return, see Instructions for Schedule D (Form 1040 or 1040-SR). If not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D for the appropriate income tax form.

Buyer/Seller Settlement Statement

L. Settlement charges		Buyer POC	Seller POC	Paid from Buyer's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales/Brokers Com. based on price	\$1,900,000.00 @ 4.0000 % = 76,000.00				
701.	76,000.00 4.0000 % to Land South Realty				
702.	% to				
703. Commission paid at settlement					76,000.00
704.	to				
800. Items payable in connection with loan:		Buyer POC	Seller POC		
801. Loan origination fee	% to				
802. Loan discount	% to				
803. Appraisal fee	to				
804. Credit report	to				
805. Lender's inspection fee	to				
806. Mortgage insurance application fee	to				
807. Assumption Fee	to				
808.	to				
809.	to				
810.	to				
811.	to				
900. Items required by lender to be paid in advance:		Buyer POC	Seller POC		
901. Interest from	to @ /day				
902. Mortgage insurance premium for	months to				
903. Hazard insurance premium for	years to				
904. Flood insurance premium for	years to				
905.	years to				
1000. Reserves deposited with lender:		Buyer POC	Seller POC		
1001. Hazard insurance	months @ per month				
1002. Mortgage insurance	months @ per month				
1003. City property taxes	months @ per month				
1004. County property taxes	months @ per month				
1005. Annual assessments	months @ per month				
1006. Flood insurance	months @ per month				
1007.	months @ per month				
1008.	months @ per month				
1009. Aggregate accounting adjustment					
1100. Title charges:		Buyer POC	Seller POC		
1101. Settlement or closing fee	to J. Kevin Drake, P.A.			2,100.00	
1102. Abstract or title search	to Attorneys' Title Fund Services, LLC			75.00	
1103. Title examination	to				
1104. Title insurance binder	to				
1105. Document preparation	to				
1106. Notary fees	to				
1107. Attorney's Fees	to				
(includes above item numbers:)				
1108. Title insurance	to Old Republic/J. Kevin Drake, P.A.			5,198.50	
(includes above item numbers:)				
1109. Lender's coverage (Premium):					
1110. Owner's coverage (Premium).	\$1,900,000.00 (\$5,198.50)				
1111. Endorse:					
1112.	to				
1113.	to				
1200. Government recording and transfer charges:					
1201. Recording fees	Deed \$27.00 Mortgage(s) Releases				27.00
1202. City/county tax/stamps	Deed Mortgage(s)				
1203. State tax/stamps	Deed \$13,300.00 Mortgage(s)				13,300.00
1204. Recording Corrective Deed	to Clerk of Circuit Court, Sarasota County				27.00
1205. Recording Affidavit	to Clerk of Circuit Court, Sarasota County				27.00
1300. Additional settlement charges:		Buyer POC	Seller POC		
1301. Survey	to Stantec				
1302. Pest inspection	to				
1303. Misc. costs	to J. Kevin Drake, P.A.			26.31	
1304. Wire Fee	to J. Kevin Drake				25.00
1305.	to				
1306.	to				
1307.	to				
1308.	to				
1309.					
1400. Total settlement charges:				7,399.81	89,406.00

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

Sarasota County
 By:  Buyer
 Jonathan Lewis, Administrator

LPI Real Estate and Partnerships, LLC
 By: _____ Seller
 Robert S. Hobbs, Manager
 _____ Seller

The Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused, or will cause, the funds to be disbursed in accordance with this statement.

J. Kevin Drake, P.A.
 By:  As Its Authorized Representative

Date: 2/22/2023

Buyer/Seller
Settlement Statement

A. Settlement Statement

B. Type of Loan

<input type="radio"/> 1. FHA	<input type="radio"/> 2. FmHA	<input type="radio"/> 3. Conv. Unins.	6. File Number 5434-058	7. Loan Number	8. Mortg. Ins. Case Num.
<input type="radio"/> 4. V.A.	<input type="radio"/> 5. Conv. Ins.		ID:		

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

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E. NAME OF SELLER: LPI Real Estate and Partnerships, LLC, a Florida limited liability company
Address of Seller: 3818 W. Azeele Street, Tampa, Florida 33609 **TIN:**

F. NAME OF LENDER:
Address of Lender:

G. PROPERTY LOCATION: Vacant acreage, Sidell, Florida

H. SETTLEMENT AGENT: J. Kevin Drake, P.A. **TIN:** 65-0322326
Place of Settlement: 1432 First Street, Sarasota, Florida 34236 **Phone:** 941-954-7750

I. SETTLEMENT DATE: 2/22/23 **DISBURSEMENT DATE:** 2/22/23

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107. County taxes		407. County taxes	
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111.		411.	
112.		412.	
120. Gross amount due from buyer:	1,907,433.27	420. Gross amount due to seller:	1,900,033.46
200. Amounts paid or in behalf of buyer:		500. Reductions in amount due to seller:	
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202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	89,406.00
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205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208.		508.	
209.		509.	
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211. County taxes Folio No 1011001010 from 01/01/23 to 02/22	53.38	511. County taxes Folio No 1011001010 from 01/01/23 to 02/22	53.38
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213.		513.	
214.		514.	
215.		515.	
216.		516.	
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219.		519.	
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700. Total Sales/Brokers Com. based on price	\$1,900,000.00 @ 4.0000 % = 76,000.00				
701.	76,000.00 4.0000 % to Land South Realty				
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800. Items payable in connection with loan:		Buyer POC	Seller POC		
801. Loan origination fee	% to				
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806. Mortgage insurance application fee	to				
807. Assumption Fee	to				
808.	to				
809.	to				
810.	to				
811.	to				
900. Items required by lender to be paid in advance:		Buyer POC	Seller POC		
901. Interest from	to @ /day				
902. Mortgage insurance premium for	months to				
903. Hazard insurance premium for	years to				
904. Flood insurance premium for	years to				
905.	years to				
1000. Reserves deposited with lender:		Buyer POC	Seller POC		
1001. Hazard insurance	months @ per month				
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1009. Aggregate accounting adjustment		Buyer POC	Seller POC		
1100. Title charges:		Buyer POC	Seller POC		
1101. Settlement or closing fee	to J. Kevin Drake, P.A.			2,100.00	
1102. Abstract or title search	to Attorneys' Title Fund Services, LLC			75.00	
1103. Title examination	to				
1104. Title insurance binder	to				
1105. Document preparation	to				
1106. Notary fees	to				
1107. Attorney's Fees	to				
(includes above item numbers:)					
1108. Title Insurance	to Old Republic /J. Kevin Drake, P.A.			5,198.50	
(includes above item numbers:)					
1109. Lender's coverage (Premium):					
1110. Owner's coverage (Premium):	\$1,900,000.00 (\$5,198.50)				
1111. Endorse:					
1112.	to				
1113.	to				
1200. Government recording and transfer charges:					
1201. Recording fees	Deed \$27.00 Mortgage(s) Releases				27.00
1202. City/county tax/stamps	Deed Mortgage(s)				
1203. State tax/stamps	Deed \$13,300.00 Mortgage(s)				13,300.00
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1300. Additional settlement charges:		Buyer POC	Seller POC		
1301. Survey	to Stantec				
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1303. Misc. costs	to J. Kevin Drake, P.A.			26.31	
1304. Wire Fee	to J. Kevin Drake				25.00
1305.	to				
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1307.	to				
1308.	to				
1309.					
1400. Total settlement charges:				7,399.81	89,406.00

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

Sarasota County
 By: _____ Buyer
 Jonathan Lewis, Administrator
 By: _____ Seller
 Robert S. Hobbs, Manager
 _____ Seller

The Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused, or will cause, the funds to be disbursed in accordance with this statement.

J. Kevin Drake, P.A.
 By: _____ Date: 2/22/2023
 As Its Authorized Representative

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

CORRECTED

FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone number J. Kevin Drake, P.A. 1432 First Street Sarasota, FL 34236 (941) 954-7750		1 Date of closing 02/22/2023	OMB No. 1545-0997 Form 1099-S (Rev. January 2022)	Proceeds From Real Estate Transactions
		2 Gross proceeds \$ 1,900,000.00	For calendar year 2023	
FILER'S TIN 65-0322326	TRANSFEROR'S TIN 85-1181263	3 Address (including city, state, and ZIP code) or legal description Vacant acreage Sidell, FL 33609		Copy B For Transferor This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.
TRANSFEROR'S name LPI Real Estate and Partnerships, LLC		4 Transferor received or will receive property or services as part of the consideration (if checked) <input type="checkbox"/>		
Street address (including apt. no.) 3818 W. Azeele Street		5 If checked, transferor is a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust) <input type="checkbox"/>		
City or town, state or province, country, and ZIP or foreign postal code Tampa, FL 33609		6 Buyer's part of real estate tax \$		
Account number (see instructions) 5434-058				

Form **1099-S** (Rev. 1-2022) (keep for your records) www.irs.gov/Form1099S Department of the Treasury - Internal Revenue Service

Instructions for Transferor

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the IRS and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the instructions for Schedule D (Form 1040). If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or the Schedule D for the appropriate income tax form. If box 4 is checked and you received or will receive like-kind property, you must file Form 8824.

Federal mortgage subsidy. You may have to recapture (pay back) all or part of a federal mortgage subsidy if all the following apply.

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount.

This will increase your tax. See Form 8828 and Pub. 523.

Transferor's taxpayer identification number (TIN). For your protection, this form may show only the last four digits of your TIN (social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN)). However, the issuer has reported your complete TIN to the IRS.

Account number. May show an account or other unique number the filer assigned to distinguish your account.

Box 1. Shows the date of closing.

Box 2. Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or will receive. See Box 4.

Box 3. Shows the address or legal description of the property transferred.

Box 4. If checked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.

Box 5. If checked, shows that you are a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust).

Box 6. Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 6 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line of Schedule 1 (Form 1040). For more information, see Pub. 523, Pub. 525, and Pub. 530.

Future developments. For the latest developments related to Form 1099-S and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form1099S.

Free File Program. Go to www.irs.gov/FreeFile to see if you qualify for no-cost online federal tax preparation, e-filing, and direct deposit or payment options.

YOU ARE REQUIRED BY LAW to provide your correct taxpayer name and identification number for the transaction described above to J. Kevin Drake, P.A..

If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

UNDER PENALTIES OF PERJURY, I certify that the number shown on this statement is my correct taxpayer identification number. I acknowledge that I have received a copy of this statement.

 Seller

 Seller

Seller

Seller

This instrument prepared by
and Return to:

Hobbs and Hobbs, P.L.
3818 W. Azeele Street
Tampa, Florida 33609
File #22-114

(Space above This Line for Recording Data)

WARRANTY DEED
(STATUTORY FORM – SECTION 689.02, F.S.)

THIS INDENTURE, Made this 15th day of February, 2023, BETWEEN **LPI Real Estate and Partnerships, LLC, a Florida limited liability company**, whose post office address is 609 E. Jackson Street, Suite 200, Tampa, FL 33602 of the County of Hillsborough, State of Florida, grantor*, and **Sarasota County, a political subdivision of the State of Florida**, whose post office address is 1660 Ringling Blvd., Sarasota, FL 34236 of the County of Sarasota, State of Florida, grantee*.

WITNESSETH, That said grantor, for and in consideration of the sum of Ten and no/100 Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Sarasota County, Florida, to-wit:

Legal Description attached as Exhibit "A"

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, except for easements, restrictions, and reservations of record, if any, and taxes for the year 2023 and subsequent years.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

(Grantor's Signature and Notary Acknowledgement Appear on Following Page)

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:

LPI Real Estate and Partnerships, LLC,
a Florida limited liability company

Candace Greiner Hobbs
Candace Greiner Hobbs
(Type/Print Witness Name)

[Signature]
By: Robert S. Hobbs
As its: Manager

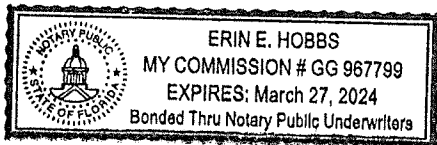
[Signature]
Erin Hobbs
(Type/Print Witness Name)

STATE OF FLORIDA
COUNTY OF MANATEE

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this 15th day of February, 2023 by Robert S. Hobbs, as Manager of LPI Real Estate and Partnerships, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.

(NOTARY SEAL)

[Signature]
Notary Public, State of Florida
Erin Hobbs
Type/Print Notary's Name



My Commission expires: 03/27/2024

Exhibit A

A part of Section 1 and Section 2, Township 38 South, Range 22 East, Sarasota County, Florida, lying North of the North maintained right-of-way of State Road No. 72 described as follows: Begin at the Northwest corner of said Section 1; thence S 89°24'17" E, along the North line of said Section 1, 90.00 feet for Point of Beginning; thence continue same line 5230.02 feet to the NE corner of said Section 1; thence S 00°13'39" W, along the East line of said Section 1, 1227.78 feet to a point on the North maintained right-of-way of said State Road No. 72; thence along said North maintained right-of-way the following eighteen courses; thence N 88°08'32" W, 131.57 feet; thence N 89°32'02" W, 126.03 feet; thence N 88°48'30" W, 226.46 feet; thence N 89°32'21" W, 300.17 feet; thence S 89°52'39" W, 300.00 feet; thence N 89°50'10" W, 600.00 feet; thence N 89°44'26" W, 300.00 feet; thence S 88°41'08" W, 202.48 feet; thence S 86°56'16" W, 103.16 feet; thence S 80°22'32" W, 103.27 feet; thence S 82°37'25" W, 78.27 feet; thence S 66°04'52" W, 232.89 feet; thence S 64°40'24" W, 650.00 feet; thence S 65°48'11" W, 165.03 feet; thence S 62°44'25" W, 85.05 feet; thence S 64°45'42" W, 550.00 feet; thence S 64°55'11" W, 725.00 feet; thence S 64°54'02" W, 771.76 feet to a point on the East line of said Section 2; thence continue along the North maintained right-of-way of said State Road No. 72 the following two courses: thence S 64°54'02" W, 53.24 feet; thence S 64°41'55" W, 1816.76 feet to a point lying 1680.42 feet West of the East line of said Section 2; thence N 00°43'39" E and parallel to the East line of said Section 2, 2829.88 feet; thence S 89°24'07" E and parallel to the North line of said Section 2, 1680.43 feet to a point on the West line of said Section 1; thence S 89°24'17" E and parallel to the North line of said Section 1, 90.00 feet; thence N 00°43'39" E and parallel to the West line of said Section 1, 640.90 feet to the POINT OF BEGINNING

Parcel Identification Number: 1011001000/1010

This instrument prepared by
and Return to:

Hobbs and Hobbs, P.L.
3818 W. Azele Street
Tampa, Florida 33609
File #22-114

(Space above This Line for Recording Data)

CORRECTIVE WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

THIS INDENTURE, Made this 6th day of February, 2023, BETWEEN **72 Partners, LLC, a Florida limited liability company**, whose post office address is 5406 26th Street West, Bradenton, FL 34207 of the County of Manatee, State of Florida, grantor*, and **LPI Real Estate and Partnerships, LLC, a Florida limited liability company**, whose post office address is 609 E. Jackson Street, Suite 200, Tampa, FL 33602 of the County of Hillsborough, State of Florida, grantee*.

WITNESSETH, That said grantor, for and in consideration of the sum of Ten and no/100 Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Sarasota County, Florida, to-wit:

Legal Description attached as Exhibit "A"

NOTE: This Deed is being recorded to correct the acknowledgement in that certain Warranty Deed recorded on March 18, 2021 as Instrument # 2021047633.

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

*"Grantor" and "grantee" are used for singular or plural, as context requires.

(Grantor's Signature and Notary Acknowledgement Appear on Following Page)

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:

72 Partners, LLC,
a Florida limited liability company

J. A. Zoller
J. A. ZOLLER
(Type/Print Witness Name)

Thomas A. Howze
By: Thomas A. Howze
As its: Manager

Margarita H. Fernandez
Margarita H. Fernandez
(Type/Print Witness Name)

STATE OF FLORIDA
COUNTY OF MANATEE

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this 6th day of February, 2023 by Thomas A. Howze, as Manager of 72 Partners, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.

(NOTARY SEAL)



MARGARITA H. FERNANDEZ
Commission # GG 935607
Expires January 29, 2024
Bonded thru Budget Notary Services

Margarita H. Fernandez
Notary Public, State of Florida

Margarita H. Fernandez
Type/Print Notary's Name

My Commission expires: 1-29-2024

EXHIBIT "A"

A part of Section 1 and Section 2, Township 38 South, Range 22 East, Sarasota County, Florida, lying North of the North maintained right-of-way of State Road No. 72 described as follows: Begin at the Northwest corner of said Section 1; thence S 89°24'17" E, along the North line of said Section 1, 90.00 feet for Point of Beginning; thence continue same line 5236.02 feet to the NE corner of said Section 1; thence S 00°13'39" W, along the East line of said Section 1, 1227.78 feet to a point on the North maintained right-of-way of said State Road No. 72; thence along said North maintained right-of-way the following eighteen courses; thence N 88°08'32" W, 131.57 feet; thence N 89°32'02" W, 126.03 feet; thence N 88°48'30" W, 226.46 feet; thence N 89°32'21" W, 300.17 feet; thence S 89°52'39" W, 300.00 feet; thence N 89°50'10" W, 600.00 feet; thence N 89°44'26" W, 300.00 feet; thence S 88°41'08" W, 202.48 feet; thence S 86°56'16" W, 103.16 feet; thence S 80°22'32" W, 103.27 feet; thence S 82°37'25" W, 78.27 feet; thence S 66°04'52" W, 232.89 feet; thence S 64°40'24" W, 650.00 feet; thence S 65°48'11" W, 165.03 feet; thence S 62°44'25" W, 85.05 feet; thence S 64°45'42" W, 550.00 feet; thence S 64°55'11" W, 725.00 feet; thence S 64°54'02" W, 771.76 feet to a point on the East line of said Section 2; thence continue along the North maintained right-of-way of said State Road No. 72 the following two courses: thence S 64°54'02" W, 53.24 feet; thence S 64°41'55" W, 1216.76 feet to a point lying 1680.42 feet West of the East line of said Section 2; thence N 00°43'39" E and parallel to the East line of said Section 2, 2829.88 feet; thence S 89°24'07" E and parallel to the North line of said Section 2, 1680.43 feet to a point on the West line of said Section 1; thence S 89°24'17" E and parallel to the North line of said Section 1, 90.00 feet; thence N 00°43'39" E and parallel to the West line of said Section 1, 640.90 feet to the POINT OF BEGINNING.

Closing Affidavit

(Seller)

Before me, the undersigned authority, personally appeared the undersigned ("Affiant"), who being by me first duly sworn, on oath, depose(s) and say(s) that:

Robert S. Hobbs, as Manager of LPI Real Estate and Partnerships, LLC, a Florida limited liability company ("Seller"), is the owner of and is selling the following described property to **Sarasota County, a political subdivision of the State of Florida** ("Buyer"), to wit:

See Exhibit "A" Attached Hereto

The above described property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description of record whatsoever, except for mortgage or mortgages, if any, described in the Deed and except for real estate and personal property taxes for the year 23, which are not yet due and payable.

There have been no improvements, alterations, or repairs since acquisition by the Seller to the above described property for which the costs thereof remain unpaid, that there are no claims for labor or material furnished for repairing or improving the same, which remain unpaid since the acquisition by Seller, and that there are no mechanic's, materialmen's, or laborer's liens since acquisition by Seller against the above described property.

There have been no documents recorded in the Public Records of **Sarasota County, Florida** subsequent to **November 8, 2022**, which affect title to the Property and Seller has not entered into any contracts for the sale, disposition or leasing of the Property since said date except as may have been disclosed to **J. Kevin Drake, P.A.** in writing, and Seller has no knowledge of any matter affecting title to the Property.

The personal property contained in the building on said property, or on the said premises, and which, if any, is being sold free and clear of all liens, encumbrances, claims and demands whatsoever. The Seller knows of no violations of Municipal or County Ordinances pertaining to the above described property. No judgment or decree has been entered in any court in this State or the United States against said Seller which remains unsatisfied. There are no persons other than Seller in possession of the above described property.

Seller agrees that in the event the current real estate or personal property taxes vary in amount from the figures used in making the prorations used in closing the transfer and conveyance of the above described property to said buyers, then a new proration and a correct and proper adjustment will be made upon demand.

There are no matters pending against the Seller that could give rise to a lien that would attach to the property between the effective date of commitment and the recording of the interest to be insured. Seller has not and will not execute any instruments that would adversely affect the interest to be insured.

Seller's title to, and possession and enjoyment of, the property have been open, notorious, peaceable and undisturbed, and have never been disputed nor questioned, except for that certain Cattle Lease between Seller and C & D Cattle Company, which has been assigned to Buyer at closing.

There are no disputes concerning the boundary lines of the property, and the operation of any buildings on said property has been in compliance with the applicable building codes, ordinances and statutes.

Affiant has received no notice of any public hearing regarding assessment for improvements or changes in applicable zoning laws concerning said property within the past ninety (90) days.

There are no actions or proceedings now pending in any State or Federal Court to which the Seller is a party, including but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgments, bankruptcies, liens or executions of any nature which constitute or could constitute a charge or lien upon said property.

There are no unrecorded easements, claims of easement or rights-of-way affecting all or any portion of the property.

Seller understands that Section 1445 of the Internal Revenue Code provides that a Buyer of a United States real property interest must withhold tax if the Seller is a foreign person. To inform the Buyer that withholding of tax is not required upon purchase of the above described property, Seller certifies the following:

Seller is not a nonresident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate for purposes of United States federal income taxation.

Seller's U.S. Taxpayer Identification Number is **85-1181263**.


Seller's address is: **609 E. Jackson St, Ste 200, Tampa, FL 33602**.

No other persons or entities have an ownership interest in the above described property.

Seller understands the Buyer of the described property intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act. (FIRPTA). Seller understands this certification may be disclosed to the Internal Revenue Service by the Buyer and that any false statements contained in this certification may be punished by fine, imprisonment or both. Seller has the authority to sign this affidavit as either individual Seller or on behalf of an entity Seller. Under penalties of perjury, Seller states that this declaration was carefully read and is true and correct.

This affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing **J. Kevin Drake, P.A. and Old Republic National Title Insurance Company** to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein. Seller hereby holds **Hobbs and Hobbs, P.L. and Old Republic National Title Insurance Company** harmless and fully indemnifies same (including but not limited to attorneys' fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein. "Affiant", "Seller" and "Buyer" include singular or plural as context so requires or admits. Seller further states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Seller further certifies that he/she has read, or heard read, the full facts of this Affidavit and understands its context.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

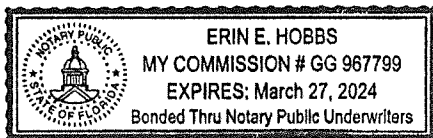


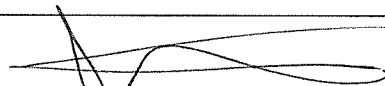
**Robert S. Hobbs, as Manager of
LPI Real Estate and Partnerships, LLC**

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

THE FOREGOING INSTRUMENT was acknowledged before me, this 15th day of February, 2023, by **Robert S. Hobbs, as Manager of LPI Real Estate and Partnerships, LLC**, who is personally known to me who has [] produced _____ as identification.

(SEAL)





Notary Public, State of Florida
Erin E. Hobbs
(Type/Print Notary's Name)
My commission expires: 03/27/2024

Exhibit A

A part of Section 1 and Section 2, Township 38 South, Range 22 East, Sarasota County, Florida, lying North of the North maintained right-of-way of State Road No. 72 described as follows: Begin at the Northwest corner of said Section 1; thence S 89°24'17" E, along the North line of said Section 1, 90.00 feet for Point of Beginning; thence continue same line 5230.02 feet to the NE corner of said Section 1; thence S 00°13'39" W, along the East line of said Section 1, 1227.78 feet to a point on the North maintained right-of-way of said State Road No. 72; thence along said North maintained right-of-way the following eighteen courses; thence N 88°08'32" W, 131.57 feet; thence N 89°32'02" W, 126.03 feet; thence N 88°48'30" W, 226.46 feet; thence N 89°32'21" W, 300.17 feet; thence S 89°52'39" W, 300.00 feet; thence N 89°50'10" W, 600.00 feet; thence N 89°44'26" W, 300.00 feet; thence S 88°41'08" W, 202.48 feet; thence S 86°56'16" W, 103.16 feet; thence S 80°22'32" W, 103.27 feet; thence S 82°37'25" W, 78.27 feet; thence S 66°04'52" W, 232.89 feet; thence S 64°40'24" W, 650.00 feet; thence S 65°48'11" W, 165.03 feet; thence S 62°44'25" W, 85.05 feet; thence S 64°45'42" W, 550.00 feet; thence S 64°55'11" W, 725.00 feet; thence S 64°54'02" W, 771.76 feet to a point on the East line of said Section 2; thence continue along the North maintained right-of-way of said State Road No. 72 the following two courses: thence S 64°54'02" W, 53.24 feet; thence S 64°41'55" W, 1816.76 feet to a point lying 1680.42 feet West of the East line of said Section 2; thence N 00°43'39" E and parallel to the East line of said Section 2, 2829.88 feet; thence S 89°24'07" E and parallel to the North line of said Section 2, 1680.43 feet to a point on the West line of said Section 1; thence S 89°24'17" E and parallel to the North line of said Section 1, 90.00 feet; thence N 00°43'39" E and parallel to the West line of said Section 1, 640.90 feet to the POINT OF BEGINNING

Parcel Identification Number: 1011001000/1010

NON-FOREIGN CERTIFICATION BY ENTITY TRANSFEROR
(Seller's FIRPTA Affidavit)

Transferor: **LPI Real Estate and Partnerships, LLC, a Florida limited liability corporation**
Transferee: **Sarasota County, a political subdivision of the State of Florida**
Property: **Vacant acreage on SR 72 in Sarasota County**
Closing Date: **February 21, 2023**

Before me, the undersigned authority, personally appeared the person(s) named below who, after being duly sworn, stated as follows:

Transferor is selling that certain real property located in **Sarasota County**, which is more particularly described as follows:

See Exhibit "A" Attached Hereto

Parcel Identification Numbers: 1009001000 and 1011001010

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by **Robert S. Hobbs, as Manager of LPI Real Estate and Partnerships, LLC**, the undersigned hereby certifies the following on behalf of **LPI Real Estate and Partnerships, LLC**:

LPI Real Estate and Partnerships, LLC is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

LPI Real Estate and Partnerships, LLC is not a disregarded entity as defined in §1.1445-2(b)(2)(iii);

LPI Real Estate and Partnerships, LLC's U.S. employer identification number is **85-1181263**; and

LPI Real Estate and Partnerships, LLC's office address is **609 E. Jackson Street, Ste 200, Tampa, FL 33602**.

Robert S. Hobbs, as Manager of LPI Real Estate and Partnerships, LLC understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of **LPI Real Estate and Partnerships, LLC**.

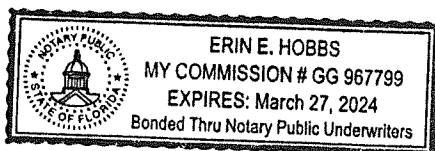


Robert S. Hobbs, as Manager of the
LPI Real Estate and Partnerships, LLC

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me by means of personal presence, this 15th day of February, 2023, by **Robert S. Hobbs, as Manager of LPI Real Estate and Partnerships, LLC**, who is [X] personally known to me or who has [] produced _____ as identification.

(SEAL)



File No. 22-114

Notary Public, State of Florida

Erin Hobbs
(Type/Print Notary's Name)

My commission expires: 6/3/27/2024

Exhibit A

A part of Section 1 and Section 2, Township 38 South, Range 22 East, Sarasota County, Florida, lying North of the North maintained right-of-way of State Road No. 72 described as follows: Begin at the Northwest corner of said Section 1; thence S 89°24'17" E, along the North line of said Section 1, 90.00 feet for Point of Beginning; thence continue same line 5230.02 feet to the NE corner of said Section 1; thence S 00°13'39" W, along the East line of said Section 1, 1227.78 feet to a point on the North maintained right-of-way of said State Road No. 72; thence along said North maintained right-of-way the following eighteen courses; thence N 88°08'32" W, 131.57 feet; thence N 89°32'02" W, 126.03 feet; thence N 88°48'30" W, 226.46 feet; thence N 89°32'21" W, 300.17 feet; thence S 89°52'39" W, 300.00 feet; thence N 89°50'10" W, 600.00 feet; thence N 89°44'26" W, 300.00 feet; thence S 88°41'08" W, 202.48 feet; thence S 86°56'16" W, 103.16 feet; thence S 80°22'32" W, 103.27 feet; thence S 82°37'25" W, 78.27 feet; thence S 66°04'52" W, 232.89 feet; thence S 64°40'24" W, 650.00 feet; thence S 65°48'11" W, 165.03 feet; thence S 62°44'25" W, 85.05 feet; thence S 64°45'42" W, 550.00 feet; thence S 64°55'11" W, 725.00 feet; thence S 64°54'02" W, 771.76 feet to a point on the East line of said Section 2; thence continue along the North maintained right-of-way of said State Road No. 72 the following two courses: thence S 64°54'02" W, 53.24 feet; thence S 64°41'55" W, 1816.76 feet to a point lying 1680.42 feet West of the East line of said Section 2; thence N 00°43'39" E and parallel to the East line of said Section 2, 2829.88 feet; thence S 89°24'07" E and parallel to the North line of said Section 2, 1680.43 feet to a point on the West line of said Section 1; thence S 89°24'17" E and parallel to the North line of said Section 1, 90.00 feet; thence N 00°43'39" E and parallel to the West line of said Section 1, 640.90 feet to the POINT OF BEGINNING

Parcel Identification Number: 1011001000/1010

Prepared by and return to:
Hobbs and Hobbs, P.L.
3818 W. Azeele Street
Tampa, FL 33609
813-879-8333
File Number: 22-114

Affidavit
(Limited Liability Company)

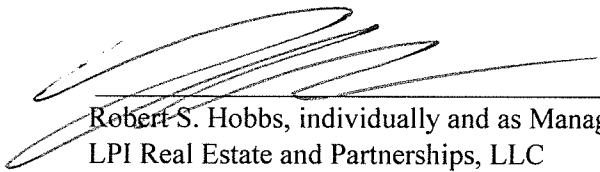
BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared **Robert S. Hobbs** ("Affiant), who depose(s) and say(s) under penalties of perjury that:

1. This affidavit is made with regard to the following described property:

See Exhibit "A" Attached Hereto

2. Affiant makes this Affidavit on individual knowledge and on behalf of **LPI Real Estate and Partnerships, LLC**, a Florida limited liability company organized under the laws of Florida (the "LLC") that is a party to a transaction involving the Property and is the Seller.
3. Affiant Robert S. Hobbs, is the sole Manager of the LLC and has the authorization to execute the deed, closing documents, and all instruments to be insured, as applicable, ("Closing Documents"), to bind the LLC. Affiant is identified by name in the current documents filed with the Florida Department of State as the Manager of a manager managed LLC. Affiant has the authority to execute the all Closing Documents on behalf of the LLC and Affiant knows of no facts that may provide notice to any party to this transaction of any actual lack of authority of Affiant. The transaction qualifies as a bona fide transaction.
4. No certified statement of authority limiting, canceling or restrictively amending the authority of Affiant as a member or a manager or of the LLC's authorized signatory has been filed with the Florida Department of State or recorded in the official records of the county where the property lies.
5. The person authorized to execute this Affidavit and the person or entity, as applicable, authorized to execute the Closing Documents for the LLC has not become dissociated pursuant to Sec. 605.0302(11), F.S., nor has that person or entity, as applicable, wrongfully caused dissolution of the company.
6. The person executing this Affidavit is authorized to execute all Closing Documents for the LLC and is not and has not been a debtor in bankruptcy since becoming a member or manager of the LLC.
7. The LLC is not one of a family or group of entities.
8. The LLC has more than one member.

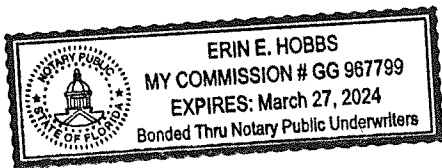
9. This Affidavit is made to induce **Old Republic National Title Insurance Company**, ("Title Insurer") to insure title to the real property described in item 1 above. Affiant, individually and on behalf of the limited liability company described in item 2 above agrees to indemnify **Title Insurer** and hold it harmless from any loss or damage resulting from its reliance on the matters set forth in this Affidavit.

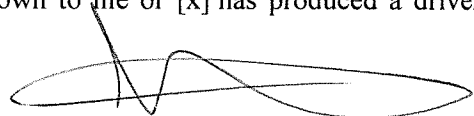

Robert S. Hobbs, individually and as Manager of
LPI Real Estate and Partnerships, LLC

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization, this 15th day of February, 2023 by Robert S. Hobbs, as Manager of LPI Real Estate and Partnerships, LLC, on behalf of the company, who is personally known to me or has produced a driver's license as identification.

[Notary Seal]




Notary Public

Printed Name: Erin Hobbs

My Commission Expires: 03/27/2024

EXHIBIT "A"

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This instrument prepared by
and Return to:

Hobbs and Hobbs, P.L.
3818 W. Azeele Street
Tampa, Florida 33609
File #22-114

(Space above This Line for Recording Data)

AFFIDAVIT

STATE OF FLORIDA COUNTY OF MANATEE


BEFORE ME, the undersigned authority personally appeared THOMAS A. HOWZE, who after being duly sworn, deposes and states the following:

1. That I am over the age of 21 years and I make this Affidavit based upon personal knowledge.
2. That I am and have been at all times material hereto the Manager of 72 Partners, LLC, a Florida limited liability company.
3. That this Affidavit is made with regard to the property described on the attached Exhibit "A" and incorporated herein (the "Property").
4. That there is no pending litigation in which 72 Partners, LLC is a party or which would otherwise effect title to the Property.
5. That the litigation in Case No. 2011-CA-004209-NC and Case No. 2015-CA-006544-NC, both filed in the Circuit Court In And For Sarasota County, has been dismissed, resolved, and/or terminated.
6. That the Motions to Intervene filed by Joseph Gilberti, Jr., in case No. 2011-CA-004209-NC reference above have been denied.
7. That the Appeals of the cases referenced in paragraph 5 above and the Motions to Intervene referenced in paragraph 6 above, for which Notices were recorded in Official Records Instrument No.'s 2020158177 and 2020008490, of the Public Records of Sarasota County, Florida, affirmed the dismissals and the denial of the Motions to Intervene and all such Appeals have been resolved with no further appellate actions pending with regard to the referenced cases.

8. That the litigation in Case No. 19-CV-00282-SPC-MRM filed in the United States District Court, Middle District of Florida, Fort Myers Division, has been dismissed, resolved, and/or terminated by Order filed therein and dated May 15, 2020.

9. That the Florida Business Lease recorded at Official Records Book 2421, Page 1626, and the Amended and Restated Lease recorded at Official Records Instrument No. 2009058587, and all renewals, notices, assignments and other documents recorded in connection therewith and related to the Property, all of the Public Records of Sarasota County, Florida, have expired or have otherwise been terminated prior to the date of the recording of the Warranty Deed recorded March 18, 2021 as Instrument No. 2021047633 of the Public Records of Sarasota County, Florida, and there were no leases in effect and no tenants in possession of the Property as of the date of recording of said Warranty Deed.

FURTHER AFFIANT SAYETH NOT.

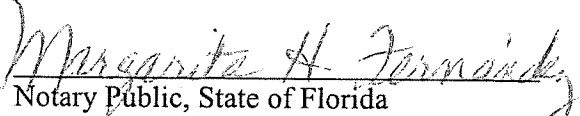
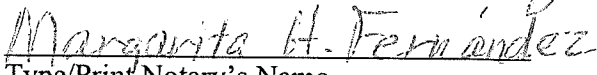

Thomas A. Howze, Manager of
72 Partners, LLC,
a Florida limited liability company

THIS AFFIDAVIT was sworn to and subscribed before me by means of physical presence or online notarization, this 6th day of February, 2023 by Thomas A. Howze, as Manager of 72 Partners, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.

(NOTARY SEAL)



MARGARITA H. FERNANDEZ
Commission # GG 935607
Expires January 29, 2024
Bonded Thru Budget Notary Services


Notary Public, State of Florida

Type/Print Notary's Name

My Commission expires: 1-29-2024

EXHIBIT "A"

A part of Section 1 and Section 2, Township 38 South, Range 22 East, Sarasota County, Florida, lying North of the North maintained right-of-way of State Road No. 72 described as follows: Begin at the Northwest corner of said Section 1; thence S 89°24'17" E, along the North line of said Section 1, 90.00 feet for Point of Beginning; thence continue same line 5230.02 feet to the NE corner of said Section 1; thence S 00°13'39" W, along the East line of said Section 1, 1227.78 feet to a point on the North maintained right-of-way of said State Road No. 72; thence along said North maintained right-of-way the following eighteen courses; thence N 88°08'32" W, 131.57 feet; thence N 89°32'02" W, 126.03 feet; thence N 88°48'30" W, 226.46 feet; thence N 89°32'21" W, 300.17 feet; thence S 89°52'39" W, 300.00 feet; thence N 89°50'10" W, 600.00 feet; thence N 89°44'26" W, 300.00 feet; thence S 88°41'08" W, 202.48 feet; thence S 86°56'16" W, 103.16 feet; thence S 80°22'32" W, 103.27 feet; thence S 82°37'25" W, 78.27 feet; thence S 66°04'52" W, 232.89 feet; thence S 64°40'24" W, 650.00 feet; thence S 65°48'11" W, 165.03 feet; thence S 62°44'25" W, 85.05 feet; thence S 64°45'42" W, 530.00 feet; thence S 64°55'11" W, 725.00 feet; thence S 64°54'02" W, 771.76 feet to a point on the East line of said Section 2; thence continue along the North maintained right-of-way of said State Road No. 72 the following two courses; thence S 64°54'02" W, 53.24 feet; thence S 64°41'55" W, 1816.76 feet to a point lying 1680.42 feet West of the East line of said Section 2; thence N 00°43'39" E and parallel to the East line of said Section 2, 2829.88 feet; thence S 89°24'07" E and parallel to the North line of said Section 2, 1680.43 feet to a point on the West line of said Section 1; thence S 89°24'17" E and parallel to the North line of said Section 1, 90.00 feet; thence N 00°43'39" E and parallel to the West line of said Section 1, 640.90 feet to the POINT OF BEGINNING.

ASSIGNMENT OF LEASE

For Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, LPI Real Estate and Partnerships, LLC, a Florida limited liability company, of 3818 W. Azeele Street, Tampa, FL 33609 (the "Assignor"), assigns all of their rights, title and interest in and to that lease agreement with C&D Cattle Enterprises, LLC (attached hereto as Exhibit "A") for property located at Sidell, FL which property is described as:

A part of Section 1 and Section 2, Township 38 South, Range 22 East, Sarasota County, Florida, lying North of the North maintained right-of-way of State Road No. 72 described as follows: Begin at the Northwest corner of said Section 1; thence S 89°24'17" E, along the North line of said Section 1, 90.00 feet for Point of Beginning; thence continue same line 5230.02 feet to the NE corner of said Section 1; thence S 00°13'39" W, along the East line of said Section 1, 1227.78 feet to a point on the North maintained right-of-way of said State Road No. 72; thence along said North maintained right-of-way the following eighteen courses; thence N 88°08'32" W, 131.57 feet; thence N 89°32'02" W, 126.03 feet; thence N 88°48'30" W, 226.46 feet; thence N 89°32'21" W, 300.17 feet; thence S 89°52'39" W, 300.00 feet; thence N 89°50'10" W, 600.00 feet; thence N 89°44'26" W, 300.00 feet; thence S 88°41'08" W, 202.48 feet; thence S 86°56'16" W, 103.16 feet; thence S 80°22'32" W, 103.27 feet; thence S 82°37'25" W, 78.27 feet; thence S 66°04'52" W, 232.89 feet; thence S 64°40'24" W, 650.00 feet; thence S 65°48'11" W, 165.03 feet; thence S 62°44'25" W, 85.05 feet; thence S 64°45'42" W, 550.00 feet; thence S 64°55'11" W, 725.00 feet; thence S 64°54'02" W, 771.76 feet to a point on the East line of said Section 2; thence continue along the North maintained right-of-way of said State Road No. 72 the following two courses: thence S 64°54'02" W, 53.24 feet; thence S 64°41'55" W, 1816.76 feet to a point lying 1680.42 feet West of the East line of said Section 2; thence N 00°43'39" E and parallel to the East line of said Section 2, 2829.88 feet; thence S 89°24'07" E and parallel to the North line of said Section 2, 1680.43 feet to a point on the West line of said Section 1; thence S 89°24'17" E and parallel to the North line of said Section 1, 90.00 feet; thence N 00°43'39" E and parallel to the West line of said Section 1, 640.90 feet to the POINT OF BEGINNING

Parcel Identification Number: 1009001000/1011001010

to Sarasota County, a political subdivision of the State of Florida, of P. O. Box 8, Sarasota, FL 34230 (the "Assignee").

1. Assignor conveys, assigns and transfers to Assignee all of Assignor's right, title and interest in the Lease as of the closing of the Assignee's purchase of the Real Property described above.
2. Assignor has transferred the Real Property to Assignee, and Assignor wishes to assign the Lease relating to the Real Property. As further consideration for the transfer, Assignee has agreed to assume all of the Assignor's obligations under the Lease, as the same shall arise and accrue following the closing date. Assignee agrees to be bound by and perform all the covenants, terms and conditions of the Leases required of Lessor/Landlord.
3. Assignor represents and warrants that Assignor has full power and authority to sign and deliver this Agreement, and the execution and delivery of this Agreement will not violate and will not constitute a default of any agreement or understanding with any third parties.
4. This Agreement shall be binding upon and shall inure to the benefit of the party and their respective successors and assigns.

5. Assignor makes the following warranty limitations: There is no warranty as to the Lease's fitness for any particular purpose, known or unknown to either party. The Lease is assigned AS IS, except to the extent specifically provided herein. Assignee has separately inspected the Lease referenced herein. Assignor has not received a notice of defect. There are no warranties, either express or implied, that extend beyond the face of this Assignment.

6. As a material part of the consideration for the Contract, Assignee accepts the Lease in its present condition, AS IS, WITH ALL FAULTS.

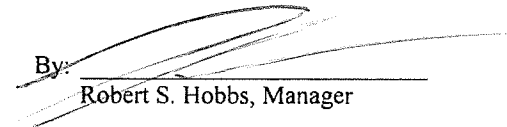
7. Assignee acknowledges that Assignee is not relying upon any representation, statement or other assertion made by Assignor, except as stated herein, with respect to the Lease, but rather, is relying upon Assignee's own examination of the Lease. Assignee is hereby indemnified by Assignor for any claim arising before the effective date of this Assignment of the Lease, and Assignor is hereby indemnified by Assignee for any claim following the effective date of this Assignment of the Lease.

8. This Agreement shall be governed by and its terms construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned has signed his hand and seal this 22nd day of February, 2023.

ASSIGNOR:

LPI Real Estate and Partnerships, LLC, a Florida limited liability company

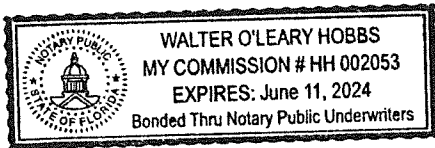
By: 
Robert S. Hobbs, Manager

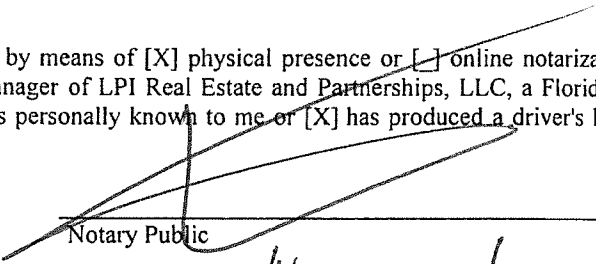
State of Florida

County of Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22 day of February, 2023 by Robert S. Hobbs, Manager of LPI Real Estate and Partnerships, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.

[Notary Seal]




Notary Public

Printed Name: Walter O. Hobbs

My Commission Expires: _____

SIGNATURES ON FOLLOWING PAGES

ASSIGNEE:

Sarasota County, a political subdivision of the State of Florida

By: _____
Jonathan Lewis
Administrator

State of Florida
County of Sarasota

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization, this _____ day of February, 2023 by Jonathan Lewis, Administrator of Sarasota County, a political subdivision of the State of Florida, on behalf of said firm. He/she is personally known or has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

CATTLE LEASE

THIS CATTLE LEASE ("Lease"), made and entered into this 1st day of September, 2022, by and between LPI Real Estate & Partnerships, LLC ("LPI"), formerly known as 72 Partners, LLC, and C&D Cattle Enterprises, LLC ("C&D"), is for the purpose of allowing C&D to graze cattle on the lands owned by LPI in Sections 1 and 2, Township 38 South, Range 22 East, Sarasota County, Florida, containing 290.74 acres ("Property"). LPI and C&D may be collectively referred to as the ("Parties").

This Lease shall expire on September 30, 2023. LPI and C&D acknowledge that this Lease shall be terminated by either party with a thirty (30) day notice, in which event a pro rata refund of rent paid shall be issued for the period after the date of termination. C&D agrees to remove all cattle from the property within 5 days of Lease expiration or after the termination notice has been issued.

Lease is transferable to Sarasota County, a political subdivision of the State of Florida ("Sarasota County").

Prior to Lease expiration, Lease may be extended with written request from either party.

C&D shall pay LPI \$100 per head to graze cattle on the Property. There will be a minimum payment of \$7,000 annually. The rent will be paid quarterly in advance. In addition, C&D shall pay any sales tax applicable. If Lease is transferred to Sarasota County, future payments are null and void until Lease expiration or termination.

C&D will maintain the existing fences and repair as necessary at C&D's expense. C&D will provide documentation of his out-of-pocket expenses, and if approved by LPI, will receive a credit against the next rent payment. However, if Lease is transferred to Sarasota County, C&D is responsible for all out-of-pocket expenses.

C&D agrees to obtain all necessary permits and abide by the stipulations on all permits, as well as all rules and regulations of all federal, state and local governments regarding C&D's cattle operation. C&D agrees to carry \$1,000,000 of liability insurance and name LPI as an additionally insured C&D also agrees to name Sarasota County as an additionally insured if Lease is transferred.

This insurance will also cover spillage and cleanup of hazardous materials. Proof of insurance shall be furnished annually. The obligations of C&D under this paragraph shall survive the expiration or termination of this Lease.

LPI, if confronted by costs dictated by government action because of the cattle operation of C&D, may pass all of these costs on to C&D. The same shall apply if the Lease is transferred to Sarasota County. If C&D decides not to pay such costs, then either party may terminate this Lease and provide a pro rata refund of rent paid for the period after the date of termination. LPI will not be responsible to C&D for losses or changes in C&D's operation because of government action. C&D shall defend, indemnify and hold harmless LPI, and

Sarasota County if Lease is transferred, from and against any and all losses, damages, claims, costs and expenses, including reasonable attorneys' fees, arising out of any such government action due to C&D's operations, and said indemnity shall survive the cancellation, termination or expiration of this Lease.

C&D will keep the Property free from all debris caused by C&D. Debris will include containers of all types which are not being used by C&D and litter of all types, and anything that is not necessary for the ongoing cattle operation. If LPI cleans up any unauthorized debris and delivers same to C&D, there will be an additional charge of \$20.00 per instance, or the actual cost, whichever is greater, payable together with the next Lease payment. If Lease is transferred to Sarasota County, this cleanup fee will no longer apply. C&D will keep the Property free from all exotic species, specifically Brazilian pepper bushes and Cogan grass.

Each party, Sarasota County included if Lease is transferred, agrees that it will not store or bury any hazardous substances on the Property. Any spill will be immediately cleaned up and disposed of by the party causing such spill in accordance with current federal, state and local regulations and at no cost to the other party. Each party shall indemnify, defend (with counsel reasonably acceptable to the other party) and protect, the other party and its shareholders, members and managers against, and hold the other party free and harmless from, any and all claims, liabilities, damages, costs, penalties, forfeitures, losses or expenses (including attorneys' fees and the costs and expenses of enforcing this indemnity) ("Claims") for death or injury to any person or damage to any property whatsoever arising or resulting in whole or in part, directly or indirectly, from the presence, treatment, storage, transportation, disposal, release or management of hazardous materials resulting from or in any way related to the indemnifying party's use of the Property. The obligations hereunder shall include, without limitation and whether foreseeable or unforeseeable, the costs of (a) any required or necessary repair, clean-up, detoxification or decontamination of the Property, (b) the implementation of any closure, remediation or other required action in connection therewith and (c) any costs and fees incurred in the enforcement of the indemnity action. The obligations contained in this paragraph shall survive the expiration or termination of this Lease.

If either party fails to pay any amount due under this Lease within ten (10) days after written notice from the other party, or if either party fails to perform any non-monetary agreement under this Lease within thirty (30) days (or such longer period, if such non-monetary agreement cannot be cured within thirty days, provided that the cure has been commenced within thirty days) after written notice from the other party, then the non-defaulting party may immediately terminate this Lease without further notice to the defaulting party. In the event of said termination, the non-defaulting party shall be entitled to recover from the defaulting party all damages incurred by reason of such default.

Each party, by its acceptance of the rights granted herein, covenants and agrees to indemnify, defend (with counsel reasonably acceptable to the other party) and protect the other party, its successors and assigns against, and hold the other party, its successors and assigns free and harmless from and against any costs claims, demands, losses, suits, liabilities, expenses and attorney's fees with respect to (a) any breach or default on the part of the indemnifying party in the performance of any covenant or agreement on the part of such party to be performed pursuant

to this Lease (b) any act or negligence on the part of the indemnifying party or its agents, contractors, servants, employees or licensees, and (c) any accident, injury (including death) or damage on or about the Property to the extent caused by the indemnifying party, its agents, contractors, servants, employees or licensees. The obligations contained in this paragraph shall survive the expiration or other termination of this Lease.

In the event of any litigation or judicial action in connection with this Lease or the enforcement thereof or the enforcement of any indemnity obligation hereunder, the prevailing party in any such litigation or judicial action shall be entitled to recover all costs and expenses of any such judicial action or litigation (including, but not limited to, reasonable attorneys' fees, costs and expenditures fees) from the other party, whether incurred before, during or after trial, including appeals, as well as bankruptcy actions.

LPI represents to C&D that LPI (a) owns the Property (b) has the authority to enter into this Lease.

Notice under this Lease will be deemed to be given when mailed to the addresses shown below, by U.S. Mail, certified or registered, with return receipt.

LPI Real Estate & Partnerships, LLC
c/o Tom Howze
5406 26th Street West
Bradenton, Florida 34207


C&D Cattle Enterprises, LLC
c/o David S. Patton
10126 State Road 72
Sarasota, Florida 34241-9552

IN WITNESS WHEREOF, each of the parties have caused this document to be executed
in their property name this 1st day of September, 2022.

LPI Real Estate & Partnerships, LLC



Witness

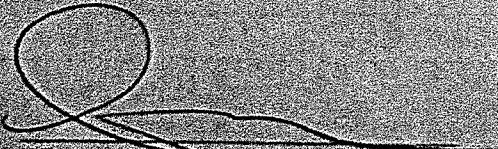
By: 

Lee F. Pallardy, III, Owner



Print Name of Witness

C&D Cattle Company



Witness

By: 

David S. Patton



Print Name of Witness

4 

Contract Addendum

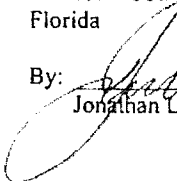
Re: Seller(s): LPI Real Estate and Partnerships, LLC, a Florida limited liability company
Buyer(s): Sarasota County, a political subdivision of the State of Florida
Property: Vacant acreage, Sidell, FL

The parties hereby agree to amend said contract as follows:

- I. That the closing date is hereby amended to be February 22, 2023.

Addendum supersedes contract: The provisions of this addendum are made a part of the subject contract and shall supersede, govern and control all contract provisions in conflict therewith. A facsimile ("fax") copy of the Contract or this addendum and any signatures hereon shall be considered for all purposes as originals. This contract and/or addendum may be executed in several counterparts, each of which shall be construed as an original, but all of which shall constitute one instrument. References herein to "Seller" and "Buyer" shall include singular or plural as context so requires or admits.

Sarasota County, a political subdivision of the State of Florida

By:  Date 2/13/2023
Jonathan Lewis, Administrator

LPI Real Estate and Partnerships, LLC, a Florida limited liability company

By: _____ Date _____
Robert S. Hobbs, Manager

Contract Addendum

Re: Seller(s): LPI Real Estate and Partnerships, LLC, a Florida limited liability company
Buyer(s): Sarasota County, a political subdivision of the State of Florida
Property: Vacant acreage, Sidell, FL

The parties hereby agree to amend said contract as follows:

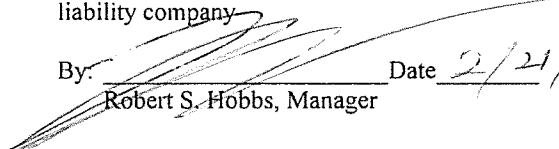
1. That the closing date is hereby amended to be February 22, 2023.

Addendum supersedes contract: The provisions of this addendum are made a part of the subject contract and shall supersede, govern and control all contract provisions in conflict therewith. A facsimile ("fax") copy of the Contract or this addendum and any signatures hereon shall be considered for all purposes as originals. This contract and/or addendum may be executed in several counterparts, each of which shall be construed as an original, but all of which shall constitute one instrument. References herein to "Seller" and "Buyer" shall include singular or plural as context so requires or admits.

Sarasota County, a political subdivision of the State of Florida

By: _____ Date _____
Jonathan Lewis, Administrator

LPI Real Estate and Partnerships, LLC, a Florida limited liability company

By:  Date 2/21/2023
Robert S. Hobbs, Manager

AMERICAN LAND TITLE ASSOCIATION

COMMITMENT FOR TITLE INSURANCE

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

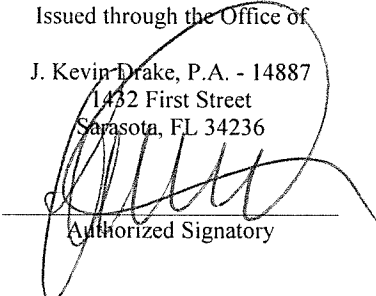
Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Issued through the Office of

J. Kevin Drake, P.A. - 14887
1432 First Street
Sarasota, FL 34236


Authorized Signatory



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

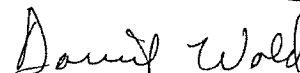
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By



President

Attest



Secretary

Old Republic National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule A

Transaction Identification Data for reference only:

Commitment Number: **1341451** Revision Number: **None** Issuing Office File Number: **5434-058** Issuing Office: **14887**
Property Address: **Vacant acreage, Sidell, FL** Loan ID Number: **None** ALTA Universal ID: **None** Issuing Agent: **J. Kevin Drake, P.A.**

1. Commitment Date: ~~February 8, 2023 @ 11:00 PM~~ *2/8/23*
2. Policy to be issued: *Date & time of recording instrument to be insured* Proposed Policy Amount: **\$1,900,000.00**
OWNER'S: ALTA Owner's Policy (6/17/06) (With Florida Modifications) \$1,900,000.00
Proposed Insured: **Sarasota County, a political subdivision of the State of Florida**
MORTGAGEE: ALTA Loan Policy (6/17/06) (With Florida Modifications) \$
Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is FEE SIMPLE. (Identify estate covered, i.e., fee, leasehold, etc.)

4. Title to the estate or interest in the Land is at the Commitment Date vested in:
LPI Real Estate and Partnerships, LLC, a Florida limited liability company

5. The Land is described as follows:

A part of Section 1 and Section 2, Township 38 South, Range 22 East, Sarasota County, Florida, lying North of the North maintained right-of-way of State Road No. 72 described as follows: Begin at the Northwest corner of said Section 1; thence S 89°24'17" E, along the North line of said Section 1, 90.00 feet for Point of Beginning; thence continue same line 5230.02 feet to the NE corner of said Section 1; thence S 00°13'39" W, along the East line of said Section 1, 1227.78 feet to a point on the North maintained right-of-way of said State Road No. 72; thence along said North maintained right-of-way the following eighteen courses; thence N 88°08'32" W, 131.57 feet; thence N 89°32'02" W, 126.03 feet; thence N 88°48'30" W, 226.46 feet; thence N 89°32'21" W, 300.17 feet; thence S 89°52'39" W, 300.00

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

[Signature]

AUTHORIZED SIGNATORY

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Old Republic National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION

COMMITMENT

Schedule A (Continued)

Issuing Office File Number: 5434-058

feet; thence N 89°50'10" W, 600.00 feet; thence N 89°44'26" W, 300.00 feet; thence S 88°41'08" W, 202.48 feet; thence S 86°56'16" W, 103.16 feet; thence S 80°22'32" W, 103.27 feet; thence S 82°37'25" W, 78.27 feet; thence S 66°04'52" W, 232.89 feet; thence S 64°40'24" W, 650.00 feet; thence S 65°48'11" W, 165.03 feet; thence S 62°44'25" W, 85.05 feet; thence S 64°45'42" W, 550.00 feet; thence S 64°55'11" W, 725.00 feet; thence S 64°54'02" W, 771.76 feet to a point on the East line of said Section 2; thence continue along the North maintained right-of-way of said State Road No. 72 the following two courses: thence S 64°54'02" W, 53.24 feet; thence S 64°41'55" W, 1816.76 feet to a point lying 1680.42 feet West of the East line of said Section 2; thence N 00°43'39" E and parallel to the East line of said Section 2, 2829.88 feet; thence S 89°24'07" E and parallel to the North line of said Section 2, 1680.43 feet to a point on the West line of said Section 1; thence S 89°24'17" E and parallel to the North line of said Section 1, 90.00 feet; thence N 00°43'39" E and parallel to the West line of said Section 1, 640.90 feet to the POINT OF BEGINNING

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Old Republic National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-I

Issuing Office File Number: 5434-058

Requirements

All of the following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Warranty Deed from LPI Real Estate and Partnerships, LLC, a Florida limited liability company, to the proposed insured purchaser(s).
5. An update of the title search must be completed just prior to the closing and the commitment must be endorsed to require clearance of, or take exception for, any additional title defects or adverse matters found.
6. Dismissal with prejudice of the Appeal filed by Cecil and Patricia Daughtrey, Notice of which is recorded in the Official Records as Instrument Number 2020158177, Public Records of Sarasota County, Florida, in that certain Case No. 2011 CA 004209 NC, in the Circuit Court of Sarasota County, Florida. For involuntary dismissal, the appeal period must expire.
Satisfactory
Dismissal with prejudice of the Motion to Intervene filed by Joseph Gilberti, Jr. in that certain Case No. 2011 CA 004209 NC, in the Circuit Court of Sarasota County, Florida. For involuntary dismissal, the appeal period must expire.
8. Dismissal with prejudice of the Appeal filed by Joseph D. Gilberti, Jr., P.E., Notice of which is recorded in the Official Records as Instrument Number 2020008490, Public Records of Sarasota County, Florida, in that certain Case No. 2015 CA 006544 NC, in the Circuit Court of Sarasota County, Florida. For involuntary dismissal, the appeal period must expire.
9. Dismissal of court action with prejudice and discharge of Lis Pendens recorded in the Official Records as Instrument Number 2019139838, Public Records of Sarasota County, Florida, in that certain Case No. 19-cv-00282-SPC-MRM, in the United States District Court Middle District of Florida Fort Myers Division. For involuntary dismissal, the appeal period must expire.
10. Re-record the Warranty Deed recorded in the Official Records as Instrument Number 2021047633, Public Records of Sarasota County, Florida, along with a Proof of Subscribing Witness as shown in Title Note 1.05.03. NOTE: Said deed was not acknowledged.
11. Satisfactory evidence must be furnished establishing that LPI Real Estate and Partnerships, LLC, a Florida limited liability company, is duly organized, validly existing, and in good standing under the laws of the jurisdiction of formation from the date of acquisition through the date of transfer.
12. Confirm the authority of the individual designated to bind the LLC by the laws of its jurisdiction of formation, and where the authority is not confirmed by public records, record appropriate evidence of authority. If the LLC is a sole member LLC, provide the name of the sole member for review. The Company reserves the right to make further requirements.

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Old Republic National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-II

Issuing Office File Number: 5434-058

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

~~delete~~ Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment 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.
 - a. General or special taxes and assessments required to be paid in the year 2023 and subsequent years.
 - b. Rights or claims of parties in possession not recorded in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements or claims of easements not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
5. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 182, Page 479, Public Records of Sarasota County, Florida.
6. ~~delete~~ Florida Business Lease recorded in Official Records Book 2421, Page 1626, together with Lease Renewal recorded in the Official Records as Instrument Number 2006109708, Notice of Exercise of Option to Extend Lease Term recorded in the Official Records as Instrument Number 2008081598, Subordinations recorded in the Official Records as Instrument Numbers 2006205271, 2009058579, and 2010072085, Assignments recorded in the Official Records as Instrument Numbers 2009058585 and 2009058586, and Amended and Restated Lease recorded in the Official Records as Instrument Number 2009058587, Public Records of Sarasota County, Florida.
7. Rights of others to use that portion of the Land lying within the waters of drainage ditches/canals running through the subject property.
8. Riparian and littoral rights are not insured.
9. Rights of lessee under the Cattle Lease dated September 1, 2022, between LPI Real Estate & Partnership, LLC., and C & D Cattle Enterprises, LLC.

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Commitment Conditions

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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AMERICAN LAND TITLE ASSOCIATION

COMMITMENT FOR TITLE INSURANCE

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

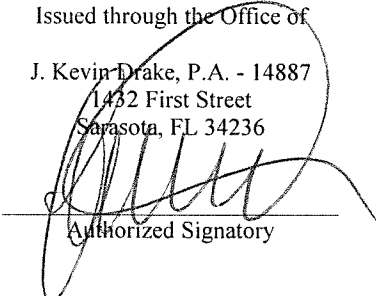
Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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Issued through the Office of

J. Kevin Drake, P.A. - 14887
1432 First Street
Sarasota, FL 34236



Authorized Signatory



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President

Attest  Secretary

Old Republic National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule A

Transaction Identification Data for reference only:

Commitment Number: **1341451** Revision Number: **None** Issuing Office File Number: **5434-058** Issuing Office: **14887**
Property Address: **Vacant acreage, Sidell, FL** Loan ID Number: **None** ALTA Universal ID: **None** Issuing Agent: **J. Kevin Drake, P.A.**

1. Commitment Date: ~~February 8, 2023 @ 11:00 PM~~ *2/8/23 @ 11:00 PM*
2. Policy to be issued: *Date & time of recording instrument to be insured* Proposed Policy Amount:

OWNER'S: ALTA Owner's Policy (6/17/06) (With Florida Modifications) \$1,900,000.00

Proposed Insured: Sarasota County, a political subdivision of the State of Florida

MORTGAGEE: ALTA Loan Policy (6/17/06) (With Florida Modifications) \$

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is FEE SIMPLE. (Identify estate covered, i.e., fee, leasehold, etc.)

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

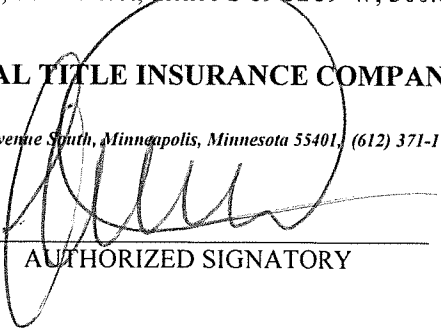
LPI Real Estate and Partnerships, LLC, a Florida limited liability company

5. The Land is described as follows:

A part of Section 1 and Section 2, Township 38 South, Range 22 East, Sarasota County, Florida, lying North of the North maintained right-of-way of State Road No. 72 described as follows: Begin at the Northwest corner of said Section 1; thence S 89°24'17" E, along the North line of said Section 1, 90.00 feet for Point of Beginning; thence continue same line 5230.02 feet to the NE corner of said Section 1; thence S 00°13'39" W, along the East line of said Section 1, 1227.78 feet to a point on the North maintained right-of-way of said State Road No. 72; thence along said North maintained right-of-way the following eighteen courses; thence N 88°08'32" W, 131.57 feet; thence N 89°32'02" W, 126.03 feet; thence N 88°48'30" W, 226.46 feet; thence N 89°32'21" W, 300.17 feet; thence S 89°52'39" W, 300.00

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111



AUTHORIZED SIGNATORY

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Old Republic National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION

COMMITMENT

Schedule A (Continued)

Issuing Office File Number: 5434-058

feet; thence N 89°50'10" W, 600.00 feet; thence N 89°44'26" W, 300.00 feet; thence S 88°41'08" W, 202.48 feet; thence S 86°56'16" W, 103.16 feet; thence S 80°22'32" W, 103.27 feet; thence S 82°37'25" W, 78.27 feet; thence S 66°04'52" W, 232.89 feet; thence S 64°40'24" W, 650.00 feet; thence S 65°48'11" W, 165.03 feet; thence S 62°44'25" W, 85.05 feet; thence S 64°45'42" W, 550.00 feet; thence S 64°55'11" W, 725.00 feet; thence S 64°54'02" W, 771.76 feet to a point on the East line of said Section 2; thence continue along the North maintained right-of-way of said State Road No. 72 the following two courses: thence S 64°54'02" W, 53.24 feet; thence S 64°41'55" W, 1816.76 feet to a point lying 1680.42 feet West of the East line of said Section 2; thence N 00°43'39" E and parallel to the East line of said Section 2, 2829.88 feet; thence S 89°24'07" E and parallel to the North line of said Section 2, 1680.43 feet to a point on the West line of said Section 1; thence S 89°24'17" E and parallel to the North line of said Section 1, 90.00 feet; thence N 00°43'39" E and parallel to the West line of said Section 1, 640.90 feet to the POINT OF BEGINNING

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Old Republic National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-I

Issuing Office File Number: 5434-058

Requirements

All of the following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Warranty Deed from LPI Real Estate and Partnerships, LLC, a Florida limited liability company, to the proposed insured purchaser(s).
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Dismissal with prejudice of the Motion to Intervene filed by Joseph Gilberti, Jr. in that certain Case No. 2011 CA 004209 NC, in the Circuit Court of Sarasota County, Florida. For involuntary dismissal, the appeal period must expire.
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12. Confirm the authority of the individual designated to bind the LLC by the laws of its jurisdiction of formation, and where the authority is not confirmed by public records, record appropriate evidence of authority. If the LLC is a sole member LLC, provide the name of the sole member for review. The Company reserves the right to make further requirements.

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Old Republic National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-II

Issuing Office File Number: 5434-058

Exceptions

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2.
 - a. General or special taxes and assessments required to be paid in the year 2023 and subsequent years.
 - b. Rights or claims of parties in possession not recorded in the Public Records.
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3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
5. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 182, Page 479, Public Records of Sarasota County, Florida.
6. ~~delete~~ Florida Business Lease recorded in Official Records Book 2421, Page 1626, together with Lease Renewal recorded in the Official Records as Instrument Number 2006109708, Notice of Exercise of Option to Extend Lease Term recorded in the Official Records as Instrument Number 2008081598, Subordinations recorded in the Official Records as Instrument Numbers 2006205271, 2009058579, and 2010072085, Assignments recorded in the Official Records as Instrument Numbers 2009058585 and 2009058586, and Amended and Restated Lease recorded in the Official Records as Instrument Number 2009058587, Public Records of Sarasota County, Florida.
7. Rights of others to use that portion of the Land lying within the waters of drainage ditches/canals running through the subject property.
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Commitment Conditions

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- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

This instrument prepared by
and Return to:

Hobbs and Hobbs, P.L.
3818 W. Azele Street
Tampa, Florida 33609
File #22-114

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2023030826 3 PG(S)
February 24, 2023 04:18:58 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

Doc Stamp-Deed: \$13,300.00



(Space above This Line for Recording Data)

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

THIS INDENTURE, Made this 15th day of February, 2023, **BETWEEN LPI Real Estate and Partnerships, LLC, a Florida limited liability company**, whose post office address is 609 E. Jackson Street, Suite 200, Tampa, FL 33602 of the County of Hillsborough, State of Florida, grantor*, and **Sarasota County, a political subdivision of the State of Florida**, whose post office address is 1660 Ringling Blvd., Sarasota, FL 34236 of the County of Sarasota, State of Florida, grantee*.

WITNESSETH, That said grantor, for and in consideration of the sum of Ten and no/100 Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Sarasota County, Florida, to-wit:

Legal Description attached as Exhibit "A"

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, except for easements, restrictions, and reservations of record, if any, and taxes for the year 2023 and subsequent years.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

(Grantor's Signature and Notary Acknowledgement Appear on Following Page)

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:

**LPI Real Estate and Partnerships, LLC,
a Florida limited liability company**

Candace Greiner Hobbs
Candace Greiner Hobbs
(Type/Print Witness Name)

[Signature]
By: Robert S. Hobbs
As its: Manager

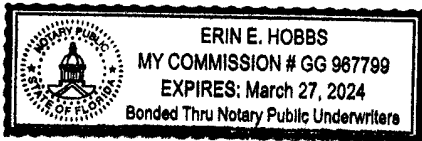
[Signature]
Erin Hobbs
(Type/Print Witness Name)

**STATE OF FLORIDA
COUNTY OF MANATEE**

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this 15th day of February, 2023 by Robert S. Hobbs, as Manager of LPI Real Estate and Partnerships, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.

(NOTARY SEAL)

[Signature]
Notary Public, State of Florida
Erin Hobbs
Type/Print Notary's Name



My Commission expires: 03/27/2024

Exhibit A

A part of Section 1 and Section 2, Township 38 South, Range 22 East, Sarasota County, Florida, lying North of the North maintained right-of-way of State Road No. 72 described as follows: Begin at the Northwest corner of said Section 1; thence S 89°24'17" E, along the North line of said Section 1, 90.00 feet for Point of Beginning; thence continue same line 5230.02 feet to the NE corner of said Section 1; thence S 00°13'39" W, along the East line of said Section 1, 1227.78 feet to a point on the North maintained right-of-way of said State Road No. 72; thence along said North maintained right-of-way the following eighteen courses; thence N 88°08'32" W, 131.57 feet; thence N 89°32'02" W, 126.03 feet; thence N 88°48'30" W, 226.46 feet; thence N 89°32'21" W, 300.17 feet; thence S 89°52'39" W, 300.00 feet; thence N 89°50'10" W, 600.00 feet; thence N 89°44'26" W, 300.00 feet; thence S 88°41'08" W, 202.48 feet; thence S 86°56'16" W, 103.16 feet; thence S 80°22'32" W, 103.27 feet; thence S 82°37'25" W, 78.27 feet; thence S 66°04'52" W, 232.89 feet; thence S 64°40'24" W, 650.00 feet; thence S 65°48'11" W, 165.03 feet; thence S 62°44'25" W, 85.05 feet; thence S 64°45'42" W, 550.00 feet; thence S 64°55'11" W, 725.00 feet; thence S 64°54'02" W, 771.76 feet to a point on the East line of said Section 2; thence continue along the North maintained right-of-way of said State Road No. 72 the following two courses: thence S 64°54'02" W, 53.24 feet; thence S 64°41'55" W, 1816.76 feet to a point lying 1680.42 feet West of the East line of said Section 2; thence N 00°43'39" E and parallel to the East line of said Section 2, 2829.88 feet; thence S 89°24'07" E and parallel to the North line of said Section 2, 1680.43 feet to a point on the West line of said Section 1; thence S 89°24'17" E and parallel to the North line of said Section 1, 90.00 feet; thence N 00°43'39" E and parallel to the West line of said Section 1, 640.90 feet to the POINT OF BEGINNING

Parcel Identification Number: 1011001000/1010

2022 NOV 17 AM 11:56

KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

CONTRACT NO. 2023-073

BCC APPROVED: 11/15/2022

CONTRACT FOR SALE AND PURCHASE

THIS AGREEMENT (the "Contract") is made and entered into on the day and year set forth below by LPI Real Estate and Partnerships, LLC, a Florida limited liability company, with an address of 609 E. Jackson Street, Ste 200, Tampa, FL 33602, referred to herein as ("Seller") and SARASOTA COUNTY, a political subdivision of the State of Florida, with an address of 1660 Ringling Blvd Sarasota, Florida 34236, referred to herein as ("County"). Seller and County may be collectively referred to as the ("Parties").

For and in consideration of the mutual promises set forth below, the parties hereto agree as follows:

1. **PROPERTY.** Seller agrees to sell and County agrees to buy on the terms and conditions hereinafter set forth, that real property located in Sarasota County, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof, consisting of approximately 291.08 acres more or less, which is hereinafter referred to as the "Property".
2. **PURCHASE PRICE.** The "Purchase Price" for the Property shall be One Million Nine Hundred Thousand and no/100 DOLLARS (\$1,900,000.00) payable at closing by wire transfer.
3. **EFFECTIVE DATE.** This offer shall be null and void if not executed by and delivered to all Parties on or before sixty (60) days after the date executed by Seller below. The "Effective Date" shall be the date on which the County and Seller, whichever signs last, signs the Contract.
4. **TITLE INSURANCE.** This Contract is subject to County obtaining within sixty (60) days after the Effective Date, at County's expense, a title insurance commitment issued by a Florida licensed title insurer agreeing to issue to County, upon recording of the deed to County, title insurance policy in the amount of the Purchase Price, insuring County's title to Property, subject only to liens, encumbrances, exceptions or qualifications set forth in the Contract and those which shall be discharged by Seller at or before closing.
5. **DEFECTS IN TITLE.** Seller shall convey a marketable title subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract. Marketable title shall be determined according to current applicable Title Standards adopted by authority of the Florida Bar. County shall have ten (10) days from date of receiving evidence of title to examine it. If title is found defective, County shall, within fifteen (15) days of receiving evidence of title, notify Seller in writing specifying defects. If the defects render title unmarketable, Seller will have thirty days (30) days from receipt of notice within which to remove the defects (the "Cure Period"), failing which County shall have the option of either accepting the title as it is then or terminating this Contract, whereupon County and Seller

shall release one another of all further obligations under the Contract provided, however, that if Seller is using diligent effort as required below, then Seller, at its option, may extend the time to cure any defects by a period of up to thirty (30) days upon written notice to County delivered prior to the expiration of the Cure Period. Seller will, if title is found unmarketable, use reasonable effort to correct defects in title within the time provided therefore, not including the bringing of necessary suits.

6. **CLOSING DATE.** Subject to County completing its title examination and satisfactorily completing its other due diligence investigations as provided in this Contract, this transaction shall be closed and the deed and other closing documents delivered on or before ninety (90) days from the Effective Date (the "Closing"), or ten (10) days after the Cure Period, if later, unless extended in writing by mutual agreement of the Parties. At Closing, Seller will deliver possession of the Property to County, free of all trash and debris. Between the Effective Date and the Closing, Seller covenants and warrants that Seller will keep the Property in substantially the same condition as it exists on the Effective Date. Seller further covenants to keep the Property in good, safe and sanitary condition prior to closing. Seller shall bear the risk of loss prior to the Closing.

7. **PLACE OF CLOSING.** Closing shall be held at the Office of the County Attorney, 1660 Ringling Blvd., Second Floor, Sarasota, Florida 34236 or at a place designated by County.

8. **DOCUMENTS FOR CLOSING.** County shall prepare and Seller shall execute closing documents consisting of a statutory warranty deed, bill of sale, mortgagee estoppels letters, closing statement, corrective instruments, Seller's affidavit, and any other documents deemed necessary by County to close the transaction and convey good marketable title. County shall furnish the closing statement. Within fifteen (15) days of the Effective Date, Seller agrees at its expense, to deliver all surveys, engineering documents, plans that show the location of existing utility lines, title policies, permits, existing leases on the Property, all submitted rezoning petitions or rezoning request and development plans submitted to or approved by the appropriate governmental agencies having jurisdictions over the Property, all investigations and reports completed on the Property and "as built" drawings in Seller's possession to County.

9. **EXPENSES.** Seller shall pay the recording fee for the warranty deed, the documentary stamp taxes on the deed, any recording charges for corrective instruments, or instruments needed to clear title, and the closing costs for the transaction. The Purchase Price and consideration being given by County hereunder constitute the total consideration to be paid to Seller in connection with the acquisition of the Property and any consequences or impacts incurred by Seller in connection therewith, including, without limitation, any severance damages, loss of business damages or impacts or costs to Seller or any person affiliated with Seller. County acknowledges that it has not dealt with any real estate broker, agent, salesperson or third person in connection with the purchase and sale of the Property. Seller acknowledges that they have not dealt with any real estate broker, agent, salesperson or third person in connection with the purchase and sale of the Property, except as listed below. Seller agrees to indemnify, defend and hold harmless County from any claims and

demands of any real estate broker, agent, salesperson or finder claiming to have dealt with Seller in connection with this purchase and sale. County is not responsible for any of the Seller's attorney fees for settlement/contract negotiations and transfer of the Property.

Brokers: Mark Mizell, Realtor, Land South Holdings, LLC

10. **RESTRICTIONS, EASEMENTS, LIMITATIONS.** Seller shall convey the Property to County by warranty deed, free and clear of all liens, subject only to easements for power lines, utilities, roads, canals and drainage, and restrictions and encumbrances of record including but not limited to zoning, restrictions, prohibitions and other requirements imposed by governmental authority. If any easements, restrictions and encumbrances exist on the Property, the County has sixty (60) days after the Effective Date to review the same and seventy-five (75) days from the Effective Date to notify the Seller of any defects in title. In the event County does not approve any said easement, restriction or encumbrance the County shall notify the Seller of its election to terminate the Contract; otherwise, this condition shall be deemed to have been satisfied.

11. **SURVEY.** County shall, at County's expense, have a survey of the Property prepared within sixty (60) days of the Effective Date. If the survey shows encroachments on the Property or that improvements located on the Property encroach on setback lines, easements, lands of others or violate any restrictions or regulations affecting the Property, the same shall constitute a title defect.

12. **COUNTY'S RIGHT TO INVESTIGATE.** County shall have the right to make such legal, factual and other inquiries and investigations as County deems necessary, desirable and appropriate with respect to the Property. Such inquiries and investigations shall be deemed to include, but shall not be limited to, any leases and contracts pertaining to the Property, the physical components of all portions of the Property, all improvements, verification that field elevations and subsurface soils are appropriate for the County's intended use of the Property, taxes or assessments now or hereafter payable thereon, the compliance with any environmental protection, pollution or land use laws, rules, regulations or requirements, any other state of facts which exists with respect to the Property, such state of facts as an accurate survey and inspection would show, and zoning ordinances, resolutions and regulations of the city, county and state where the Property is located. County will not damage the Property during its investigation or testing and shall, upon completion thereof, restore the Property to its condition prior to such investigations or testing. County shall have the option to terminate the Contract if in County's sole opinion the results of the investigations and inquiries are not acceptable. County shall notify Seller not less than seventy-five (75) days after the Effective Date hereof of its election to terminate the Contract; otherwise, this condition shall be deemed to have been satisfied. County agrees to notify Seller promptly of any defects, trash or debris, or conditions as set forth in Paragraphs 5, 10, 11, 12, 14, 16, 17, 18, 19, 23 and 24 of this Contract, and any defects or conditions for which notice is not given within one hundred-five (105) days shall be deemed accepted and waived.

M

13. **TIME.** Time is of the essence of this Contract. Time periods herein of less than six (6) days shall in the computation exclude Saturdays, Sundays and state or national legal holidays, and any time period provided for herein which shall end on Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next business day.

14. **PUBLIC DISCLOSURE.** Seller agrees that prior to Closing in accordance with Section 286.23, Florida Statutes, shall execute a Beneficial Interest and Disclosure Affidavit as described and attached hereto as Exhibit "B".

15. **WARRANTIES.**

a. Seller hereby warrants and represents to the best of its knowledge, and with no duty to investigate, that the Property does not contain any hazardous substances, as defined hereinafter in excess of allowable limits under either federal or state law. As used herein, the term "hazardous substance" includes but is not limited to, any material, substance, waste, or similar term which is defined as a hazardous material under the laws of the State of Florida; the Federal Water Pollution Control Act (33 U.S.C. Section 1317); the Federal Resource Conservation and Recovery Act (RCRA) (42 U.S.C. Section 6901, et seq.); the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) and (SARA) (42 U.S.C. Section 9601, et seq.); the Federal Toxic Substances Control Act; or any rule or regulation of the Environmental Protection Agency, the Occupational Safety and Health Administration, or any such similar state or local agency having jurisdiction over the Property. . Seller agrees to indemnify County and hold County harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, cost of any settlement or judgment in claims of any and every kind, whatsoever paid, incurred or suffered by, or asserted against County by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, discharging or release of any hazardous substance, stored on the Property including any such loss or liability or costs of cleanup arising under any governmental regulation imposed by any federal, state, or local agency or unit of government. As a condition of this indemnification, County agrees that in the event County's legal counsel becomes aware of any claim or potential claim against County which would give rise to a claim by County against Seller under the foregoing warranties or indemnification, County shall give notice in writing to Seller outlining the details of such claim or potential claim, such notice to be mailed by certified mail, return receipt requested, such notice to be given within a reasonable time after County's legal counsel acquires notice of such claim or potential claim. Notwithstanding the foregoing, however, in the event County should be served with legal process in connection with any lawsuit filed against County which could give rise to a claim by County against Seller under this Contract, County shall promptly notify Seller of such fact, and shall provide Seller with a copy of the complaint or other documentation served within five (5) business days, excluding Saturdays and Sundays, after receipt of such service by County. In the event that the success of any claim, action or suit would make Seller liable under the foregoing warranties or indemnification, County shall permit Seller to defend the same at Seller's expense, and County shall cooperate with Seller by making available such books, records

and documents as Seller may reasonably require and by making County's employees available at reasonable times to confer with Seller and his representatives, and to give testimony, if requested by Seller, in any trial or proceeding. In the event that, after receiving notice of any such claim, action or suit Seller shall notify County that such claim, action or suit is not within the scope of the warranties or indemnification given by this Contract, then County may undertake the defense for itself or make additional arrangements with Seller.

b. Seller warrants and represents to the best of its knowledge, and with no duty to investigate, unto County that there are no valid and outstanding leases affecting the Property and no parties other than Seller that has any rights to use or possession of the Property or any portion thereof. The Property shall be conveyed to County at Closing free and clear of any outstanding leases or rights in other parties to use or possess the Property. If any leases exist on the Property, Seller shall provide the County with copies of all leases within seven (7) days from the Effective Date. County shall have thirty (30) days from the Effective Date to review and approve said leases. If any leases are not acceptable to the County, Seller shall terminate all such leases and remove tenants from the Property prior to Closing. If Seller is unable to terminate any such leases and remove such tenants from the Property prior to Closing, County has the option to terminate this Contract.

c. Seller warrants that as of the closing date Seller has no actual knowledge, and no duty to investigate, of any conditions on or of the Property which would result in a violation of any regulation, restriction, or condition imposed by any state, federal or local governmental agency or any easement, setback or instrument recorded in the public records, and that Seller has received no notice of any such violation.

16. CONDITIONS OF CLOSING.

a. Utilities. All utilities shall be prorated through the Closing.

b. Taxes. Tangible property taxes shall be paid in their entirety by Seller. Real property taxes shall be paid by Seller through the Closing or Seller shall deposit current year taxes in to escrow with the Sarasota County Tax Collector as provided in Section 196.295, Florida Statutes.

c. Liens. Seller shall furnish to County at time of closing an affidavit attesting to the absence of any financing statements, claims of lien or liens known to Seller and further attesting that there have been no improvements or repairs to Property for ninety (90) days immediately preceding the Closing. Liens for special assessments shall be paid by Seller prior to the Closing or credited to County as hereinafter provided. The amount of a certified lien shall be discharged by Seller prior to the Closing, and Seller shall provide receipts, satisfactions or releases proving such payment. The amount of any pending lien shall be assumed by County with an appropriate credit given to County against the Purchase Price. At such time as the full amount of said lien is determined the difference between the amounts shall be paid to the party that is entitled to the adjustment. If liens are contested by Seller, the amount sufficient to fully discharge the lien shall be held in escrow at Closing until the lien is discharged of record.

17. **ENVIRONMENTAL AUDIT.** Within sixty (60) days of the Effective Date, County shall have the right to employ the services of a firm to conduct a Phase I and Phase II Environmental Assessment of the Property. In the event the assessment indicates the existence of facts which would constitute a violation of the warranties set forth in Paragraph 14, then County may terminate the Contract upon written notice to the Seller delivered within seventy-five (75) days from the Effective Date.

18. **SOIL BORING.** Within sixty (60) days of the Effective Date, County shall have the right to employ the services of a firm or firms to conduct a soil boring assessment. In the event any such report indicates that the Property is not sufficient to accommodate County's intended purposes, then County may terminate the Contract upon written notice to the Seller delivered within seventy-five (75) days from the Effective Date.

19. **CULTURAL RESOURCES ASSESSMENT SURVEY.** Within sixty (60) days of the Effective Date, County and/or its representatives shall have the right to access and test the Property for the purpose of conducting a Cultural Resources Assessment Survey. Typical survey testing will include but not be limited to below surface testing every 25 meters, surface reconnaissance and photography. If a cultural resource is identified on the Property, County and/or its agents shall have the right to perform a complete evaluation of the resource. All data collected will remain the property of the County. Any artifacts collected during the survey will be collected and removed for study. If the Property is purchased, then the artifacts will remain the property of the County. If the Property is not purchased, then the artifacts will be returned to the Seller. In the event a significant resource is identified on the Property, that would limit the County's ability to use the Property for its intended purpose, County may elect to terminate the Contract upon written notice to the Seller delivered within seventy-five (75) days from the Effective Date.

20. **ACCESS.** Seller warrants that there is direct legal and actual physical access to the Property over public roads or valid, recorded easements that benefit the Property. In addition, it is a condition precedent to Closing that the County be able to obtain general public access to the Property.

21. **NOTICES.** Any notice given or required to be given in connection with this Contract shall be mailed postage paid or hand delivered to Seller, LPI Real Estate and Partnerships, LLC. Attention Robert S. Hobbs, 609 E. Jackson Street, Ste 200, Tampa, Florida, 33602 or emailed to mark@landsouthgroup.com and to County, Attn: Manager, Property Management Division, 1660 Ringling Blvd., Second Floor, Suite 240, Sarasota, Florida 34236, and Office of the County Attorney, 1660 Ringling Blvd., Second Floor, Sarasota, Florida 34236, or such other address as either party may direct in writing.

22. **BINDING CONTRACT.** The Contract shall be binding upon the successors, heirs and assigns. The Contract cannot be assigned without mutual written approval by County and Seller.

23. **DEFAULT.** In the event either Party refuses, neglects or otherwise fails to carry out any terms of the Contract, the Contract may be terminated by the non-defaulting Party upon thirty (30) days' notice to the defaulting Party and a failure on the part of said Party to cure the default, within such time.

24. **FUNDING.** County's obligations under this Contract are contingent upon (1) the Sarasota County Board of County Commissioners (the "Board") approving the purchase of the Property for Environmentally Sensitive Lands Protection Program and (2) the Board appropriating legally available funds for the purchase of this Property. If the Board elects not to approve the purchase of the Property and to provide a lawful funding appropriation as aforesaid either Party has the right to terminate this Contract and all obligations and responsibilities under this Contract shall be null and void.

25. **EXECUTION BY COUNTY COMMISSION.** Notwithstanding any action taken on the Contract by the Board, or any agent thereof, or County employee, the Contract shall not be enforceable against the County unless approved by the Board and executed by the Chairman of the Board.

26. **PROVISIONS TO SURVIVE CLOSING.** The covenants, warranties and representations contained in Section 15 of this Contract shall not survive the Closing. Seller's other representations and warranties contained in the Contract, if any, shall survive Closing.

27. **NO THIRD PARTY RIGHTS.** The Parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any third party.

28. **NO INTERPRETATION AGAINST DRAFTER.** Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who or through its agent prepared the same, it being agreed that all Parties hereto have participated in the preparation of this Contract and that legal counsel was consulted by each Party (or opportunity for such legal consultation afforded to each party) before execution of this Contract.

29. **FORCE MAJEURE.** If either Party hereto is prevented in the performance of any act required hereunder by reason of act of God, fire, flood, or other natural disaster, malicious injury, strikes, lock-outs, or other labor issues, riots, insurrection, war or other reason of like nature not the fault of the party in performing under this Contract, then performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay except that if any delay exceeds six months, then the Party entitled to such performance shall have the option to terminate this Contract.

30. **COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall be considered one agreement.

31. **AUTHORIZATION.** If Seller is a corporation, the execution, delivery, and performance of the Contract by Seller has been duly authorized by proper corporate action, including any required authorization by Seller's Board of Directors.

Remainder of page intentionally left blank.



IN WITNESS WHEREOF, the Seller has executed this Contract this 28th day of October, 2022.

“Seller”

Signed and Sealed in the Presence of these Witnesses:

LPI Real Estate and Partnerships, LLC

Candace Greiner Hobbs

BY: [Signature]
Robert S. Hobbs

First Witness _____

Print Name: Candace Greiner Hobbs

Date 10/28/22

[Signature]

Second Witness _____

Print Name: Erin Hobbs

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 28th day of October, 2022, by Robert S. Hobbs, as Mgr, on behalf of LPI Real Estate and Partnerships, LLC, a Florida limited liability company, who is personally known to me/or who has produced _____ as identification.

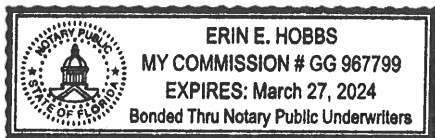
(SEAL)

[Signature]

Notary Public

Print Name: Erin Hobbs

Commission No. 0312712024



1087

“County”

Board of County Commissioners
of Sarasota County Florida

By: 

Chairman

11/15/2022

ATTEST:

Karen E. Rushing, Clerk of
the Circuit Court and ex-
officio Clerk of the Board of
County Commissioners

BY: 

Deputy Clerk

Reviewed and Approved for Content

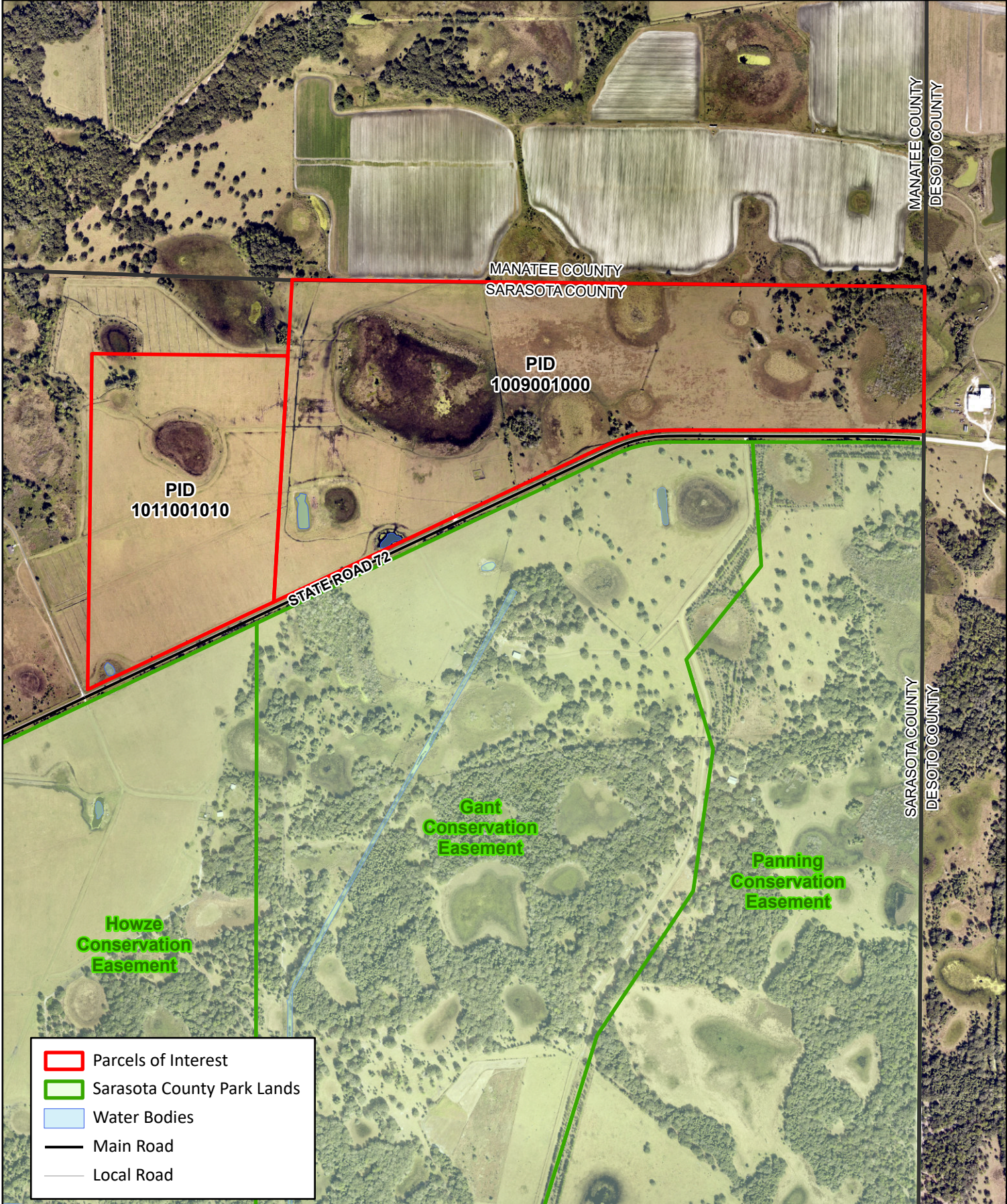
By: 






County Attorney

NA

EXHIBIT "A"

A part of Section 1 and Section 2, Township 38 South, Range 22 East, Sarasota County, Florida, lying North of the North maintained right-of-way of State Road No. 72 described as follows: Begin at the Northwest corner of said Section 1; thence S 89°24'17" E, along the North line of said Section 1, 90.00 feet for Point of Beginning; thence continue same line 5230.02 feet to the NE corner of said Section 1; thence S 00°13'39" W, along the East line of said Section 1, 1227.78 feet to a point on the North maintained right-of-way of said State Road No. 72; thence along said North maintained right-of-way the following eighteen courses; thence N 88°08'32" W, 131.57 feet; thence N 89°32'02" W, 126.03 feet; thence N 88°48'30" W, 226.46 feet; thence N 89°32'21" W, 300.17 feet; thence S 89°52'39" W, 300.00 feet; thence N 89°50'10" W, 600.00 feet; thence N 89°44'26" W, 300.00 feet; thence S 88°41'08" W, 202.48 feet; thence S 86°56'16" W, 103.16 feet; thence S 80°22'32" W, 103.27 feet; thence S 82°37'25" W, 78.27 feet; thence S 66°04'52" W, 232.89 feet; thence S 64°40'24" W, 650.00 feet; thence S 65°48'11" W, 165.03 feet; thence S 62°44'25" W, 85.05 feet; thence S 64°45'42" W, 550.00 feet; thence S 64°55'11" W, 725.00 feet; thence S 64°54'02" W, 771.76 feet to a point on the East line of said Section 2; thence continue along the North maintained right-of-way of said State Road No. 72 the following two courses: thence S 64°54'02" W, 53.24 feet; thence S 64°41'55" W, 1816.76 feet to a point lying 1680.42 feet West of the East line of said Section 2; thence N 00°43'39" E and parallel to the East line of said Section 2, 2829.88 feet; thence S 89°24'07" E and parallel to the North line of said Section 2, 1680.43 feet to a point on the West line of said Section 1; thence S 89°24'17" E and parallel to the North line of said Section 1, 90.00 feet; thence N 00°43'39" E and parallel to the West line of said Section 1, 640.90 feet to the POINT OF BEGINNING.



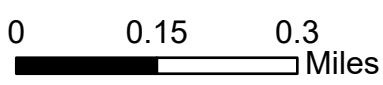
	Parcels of Interest
	Sarasota County Park Lands
	Water Bodies
	Main Road
	Local Road

Path: N:\Environmental\Natural Resources\Land_Acquisition\2021\06\07\39_PID_1009001000\11001010.aprx

Map published using ArcGIS Pro 2.9.2 by kwirthlin on Friday, May 20, 2022



Aerial Imagery Provided by Pictometry International:
 Sarasota County, FL
 December 2020 - March 2021
 3" Resolution
 N.A.D. 1983 HARN State Plane Florida West FIPS 0902 (U.S. Survey Feet)
 WKID: 2882



This map is produced from Sarasota County GIS, and is representative information only. The County does not warrant, guarantee, or assume any responsibility for geographic information completeness and/or accuracy. This map should not be used as guide for navigation. Copyright © SCGIS 2022

EXHIBIT C

6:54



3/8/2022	52	TERRORISM ACT BY FLORIDA LEADER, JUDGES, AND POLICE TO SUBDUCE ENGINEER OF RECORD TO HIDE US RESOURCE FROM AMERICA BY SARASOTA COUNTY	151	
3/3/2022	51	ACTION: COPIES SENT TO SAKO, PO, SSO, DR.MCMURRAY; DEFENDANT AND LEE CO. SHERIFF	0	
3/3/2022	50	ORDER APPOINTING EXPERT FOR COMPETENCY EVALUATION AND NOTICE OF HEARING	5	
3/3/2022	49	ORDER - CASE MANAGEMENT	1	
3/3/2022	48	COURT EVENT SET EVENT: CRIMINAL - MOTION HEARING DATE: Apr 7 2022 10:30AM JUDGE: PADAR, DONNA LOCATION: JACS	0	
3/2/2022	47	CRIMINAL - CASE MANAGEMENT SET FOR 04/13/2022 AT 10:00 AM IN 4B - JUDGE: PADAR, DONNA	0	
3/2/2022	46	APPEARANCE RECORD CONTINUANCE	1	
3/1/2022	45	SUGGESTION THAT DEFENDANT IS INCOMPETENT TO PROCEED	2	
2/2/2022	44	MAIL RETURNED	2	
2/1/2022	43	MAIL RETURNED	2	
1/26/2022	42	DEFENDANT'S NOTICE OF EVIDENCE AND REQUEST FOR NEW PUBLIC DEFENDER	125	
1/26/2022	41	ORDER STRIKING DEFENDANTS PRO SE MOTION/CORRESPONDENCE	1	
1/26/2022	40	ORDER - CASE MANAGEMENT	1	
1/18/2022	39	ACTION: EMAILED PRO SE REQUEST FOR COURT TO TAKE JUDICIAL NOTICE OF RELATED CASES TO AN FOR JUDGE PADAR AND COURT COUNSEL FOR REVIEW	0	
1/18/2022	38	PRO SE REQUEST	10	
1/12/2022	37	CRIMINAL - CASE MANAGEMENT SET FOR 03/02/2022 AT 10:00 AM IN 4B - JUDGE: PADAR, DONNA	0	
1/12/2022	36	APPEARANCE RECORD CONTINUANCE	1	
10/21/2021	35	ORDER STRIKING DEFENDANTS PRO SE MOTION/CORRESPONDENCE	1	
10/21/2021	34	ORDER FOR CASE MANAGEMENT	1	
10/20/2021	33	CRIMINAL - CASE MANAGEMENT SET FOR 01/12/2022 AT 10:00 AM IN 4B - JUDGE: PADAR, DONNA	0	
10/20/2021	32	APPEARANCE RECORD CONTINUANCE	1	
10/19/2021	31	RESPONSE TO DEMAND FOR DISCOVERY	5	
10/4/2021	30	PLEA OF NOT GUILTY, DEMAND FOR JURY TRIAL, AND NOTICE OF PARTICIPATION IN DISCOVERY	2	
9/24/2021	29	BOOKING REPORT	1	
9/24/2021	28	ORDER APPOINTING COUNSEL	1	
9/24/2021	27	CRIMINAL - CASE MANAGEMENT SET FOR 10/20/2021 AT 10:00 AM IN 4B - JUDGE: PADAR, DONNA	0	
9/24/2021	26	APPEARANCE RECORD CONTINUANCE	1	
9/24/2021	25	ORDER FOR CASE MANAGEMENT	1	
9/13/2021	24	ACTION: E-MAILED MOTION TO DISMISS TO JUDICIAL ASSISTANT TO JUDGE PADAR AND COURT COUNSEL FOR REVIEW	0	
9/11/2021	23	MOTION TO DISMISS	88	
9/7/2021	22	DEMAND FOR DISCOVERY	3	
9/7/2021	21	WRITTEN PLEA OF NOT GUILTY AND DEMAND FOR TRIAL BY JURY	2	
9/2/2021	20	NOTICE OF COURT DATE CREATED AND ISSUED	2	
9/1/2021	19	BOND - PAPER AS86K-72592	2	
8/24/2021	18	NOTICE OF EXPERT WITNESS - EXHIBIT A RESUME	126	
8/23/2021	17	PHONE CONVERSATION RECORD	1	
8/22/2021	16	NOTICE OF EXPERT WITNESS- INCORRECT CASE STYLE ON DOCUMENT- ACCEPTED IN ERROR	20	
8/20/2021	15	PROBABLE CAUSE AFFIDAVIT - LEE CO.	5	
8/20/2021	14	NOTICE OF SIMILAR FACT EVIDENCE (WILLIAMS RULE)	138	
8/20/2021	13	NOTICE OF SIMILAR FACT EVIDENCE (WILLIAMS RULE)	159	
8/19/2021	12	CAPIAS EXECUTED LEE COUNTY	10	
8/19/2021	11	NOTICE OF COURT DATE CREATED AND ISSUED	1	
8/19/2021	10	CRIMINAL - ARRAIGNMENT FELONY SET FOR 09/24/2021 AT 9:00 AM IN 4A - JUDGE: KRUG, THOMAS	0	
8/13/2021	8	WARRANT # 212021003314 - CAPIAS (CRIMINAL) - CURRENT STATUS: EXECUTED	1	
7/12/2021	9	WARRANT # 212021003314 - CAPIAS (CRIMINAL) - ISSUED: CHARGE ONLY BOND	1	
7/12/2021	7	ORDER - CAPIAS ISSUED	1	
7/12/2021	6	PROBABLE CAUSE AFFIDAVIT 21-31193	2	
7/12/2021	5	NOTICE CONFIDENTIAL INFORMATION WITHIN COURT FILING	1	
7/12/2021	1	INFORMATION	2	

AA secure.sarasotaclerk.com



LANDTECH DESIGN GROUP, INC.
Planning, Engineering & Consulting Services
385 Donora Blvd
Fort Myers Beach, Florida 33931
813-470-6000 Direct
gilbertiwater@gmail.com
www.GilbertiBlueGold.com

February 20, 2024

US Certified Mail _____

Sarasota Board of County Commissioners
Sarasota County, Florida
1660 Ringling Blvd
Sarasota, Florida 34236
941-861-5000
commissioners@scgov.net

SUBJECT: FREE PRIMARY SPRING WATER BILLS to TAPS of 1.5 MILLION RESIDENTS IN PALM BEACH COUNTY FLORIDA

PROJECT: CLOSER TO THE HEART – 300mile Transmission Blue Gold Pipeline (Arcadia to Fort Myers S.R. 80 Palm Beach-Southern Blvd to East Coast)
- Peace River Manasota Water Supply Loop Option & West Florida Alignment down CSX/Seminole Gulf Railway – Phase 1 & 2
- 200mile Fort Myers to Palm Beach Alignment Option – Phase 3

RE: Request for Special Presentation & Staff Workshops for Primary Water Reservation to Palm Beach County, New Medicine, National Defense, FEMA Stafford Act 6.11 Pro Active Relief for Hurricane Disasters per 62-555(310) FAC

- Include our Florida and New York/New Jersey Blue Gold Transmission Project(s) in Capital Improvement Programs/FDOT/CSX/Amtrak Funds
- Obtain Executive Order from Desantis or Biden for Water Supply and new National Defense Resources in Water Supply found and approved.
- Future Sustainability, Healthcare and Job Growth from new underground unique Resources.

Dear Sarasota County Commissioners/Utilities/Staff,

My name is Joseph Gilberti, P.E., owner and Professional Engineer for LandTech Design Group, Inc. WE ARE OFFERING RESIDENTS, HOSPITALS and PUBLIC SCHOOLS Free Primary Water and Power Bills once the Revenue Bonds and connection agreement are worked out for the Region with our 100MDG Reservation. To receive this RESERVATION you must

Arrest Ron Desantis, Mike Meehan, PE and the County Administrator within 15 days and investigate the FRAUD TRANSFER the County is in for purchasing my Property and Easement on Daughtrey Property of over \$5million dollars, while Sarasota to Tampa and Lee Judges and Sheriffs perform Deadly Smith Mundt Acts since 2013, we have on many cases filed. This County is a small town and all knows this Resource and ongoing ridiculous and corrupt position Sarasota county has put themselves in with all Circuit 12 Judges, Lee Pallardy, Thomas Howze, Kenny Harrison, Pat Neil, Hugh Culverhouse, Benderson, Lennar all selling treated homes and Medical space on Children and families.

We have a 75 plan Alignment we want down CSX who is also caught with Seminole Gulf Railway in timed Terrorism events to be COCKY and subdue me, while all Americans are looking at events, all timed with FDEP submissions. **This is not a JOKE!! This is SERIOUS BUSINESS! I have a case Gilberti vs George W. Bush 911 Sarasota connection in Cir 15, Palm Beach Case 2023 CA 16963 and Gilberti vs Pentagon et al in US Supreme Courts.**

I live on Fort Myers Beach for past 20years but was born and grew up in south Florida doing Land Development and Engineering for 30yrs. I went to Western High School, Broward Community College and University of Florida, graduating with a BS in Mechanical Engineering and a PE in Civil Engineering. I have worked for local and large International firms for years and have a large resume of Projects in your County in the late 90's at Dames and Moore, working as a Continuing Service Engineering firm for major Palm Beach County project. See resume attached.

During my time in West Florida, I found a unique underground River at the Daughtrey and Flint Ranch at the Tri-County monument area of lower Myakka Region along Clark Road or S.R. 72. I submitted permits with review from David Cash PE and Mike Meehan P.E. in 2014 regarding a unique underground river yielding spring Water near Peace River Water Treatment plant, which treats polluted Peace River. This unique ranch in the lower Myakka region of Sarasota County, yielding tremendous flow of unique antioxidant spring water or Primary Water from the core of Earth vs the Rain Cycle. This resource is so far off the chart for flow and quality, its Level of Service LOS Increase in Water Supply, Economic and Healthcare sustainability with our proposed project is available to Palm Beach County residents, Hospitals, Schools, Restaurants and businesses.

Since the find the Department of Justice from Tampa, Sarasota, Lee, Broward and US & Florida Congress have attack my clients, the property, my life, my civil rights and my children and family members across the State in Broward, using **H.R. 5736 Smith Mundt Act mod of 2012 by NDAA** which goes against Title 18 USC 241 & 242. This House Bill 5736 allows CIA and Media to promote fake news and terrorism acts to disseminate American and create propaganda and lies to destroy Americans. This County over 12 years has attacked me for offering Spring Water to the Tap vs Treated as less cost. Other residents have asked and presented. Kids presented in 2013 to North Port. I presented to Peace River Manasota Regional Water Supply 4 times, Sarasota 3 times, Charlotte 1 time, all within this Water Service area utilizing poor raw resources and guided by Canadian firm called Stantec who I know for 25 years the local engineers like Dave Kemper PE and more from Dames and Moore and Wilson Miller types firms.

Tampa Circuit 13, Circuit 12 and all 2ndDCA Judges as a whole, with your Past commissioners and Planning, Parks and ELAPP divisions, with FDEP, Swfwmd and a group called 72 Partners LLC have attack and ignored this Regional Statewide Project that affects the World due to the medicine aspects. Its so valuable your Staff stole over \$300million in Easements, RV Griffin Reservoir since Hurricane Charley, with so many families and kids died of Cancer and Virus Rates on Treated Water, who would have lived.

My Partners and I have mineral and access rights to a large tri-county set of ranches along Clark at Flint Farms in Arcadia Florida located approximately at 9438 Daughtrey Road, Sarasota Florida 34266, owned by Cecil Daughtrey and myself as well as adjacent farms with our partners. These unique ranches and it access to endless spring water has a Transmission permit ready to complete at FDEP in Fort Myers/Naples since 2020 and more FDOT permit submittals and MPO filings in your area of South Florida since 2012. This project is 10yrs old and has been submitted to all Counties before, and is now being expedited for funds and installation. We need to coordinate your demands as this will be a major market maker or breaker for your customers home values, hence our reservation offer free if you act fast.

The reason for this letter is I am presenting today at Commission and I we want to meet in person at your office or our large Sarasota/Manatee/Desoto Ranch property 2000acre+ property with this **Secret underground River**, order samples from your continuing service

consultants, some of which have verified the resource who also maintain your aquifers for decades, to justify the resource is real in minutes with one phone call to them, as well as allowing us to present for a 20minute or so period in March 2024.

This proposed Blue Gold Antioxidant Spring Water Pipeline will be installed as Follows:

- *Phase 1 - to Peace River Manasota Regional Loop Option to the Port of Manatee, and south to Fort Myers/Naples down old Seminole Rail Right of Way. Drinking Water is scarce and heavily treated using algae bloom Red Tide Rivers and arsenic groundwater reservoirs with a very LOW LEVEL OF SERVICE, we are replacing.*
- *Phase 2 - Then south down old CSX-SGR Right of Way and move tracks to I-75 10-lane widening in West Florida from Naples to Tampa.*
- *Phase 3 - Fort Myers I-75 at SR 80 Palm Beach Blvd to SR 27 to South Florida Tri County West Boundary ALIGNMENT Options for Economic Growth, Disaster Relief Lower Cancer/Disease Rates at Taps, NO Water Restrictions for Regional Drinking Water Supply Sustainability/Resiliency*

This unique deep underground Florida drinking water and National Defense Resource is from a buried Meteor Impact (KT Event) which geological indicators show at 1109' a titled Florida Platform per our Energy consultants; while the New Jersey resource is a buried Volcano at the Washtung Mountains or as we know "Washington Rock" just 25miles east and 500feet above a City, saving tax payers \$100mil/day, where for decades New York has been under major maintenance improvements with Port Authorities, CSX, for Tunnels and Hurricanes, with risk of aqua ducts collapsing causing a Catastrophic Event.

Both Primary Water Resources found by my 30yrs of knowledge and expertise in Civil Engineering and networking with Professionals in the field of natural resources are near CSX Right-of-Way's and DOT Right-of-Ways that we can coordinate together as a UNITED STATES of AMERICA with land owners such as but not limited to, DOT, CSX and FEMA who also know of these resources prior to many Hurricanes such as but not limited to, Hurricane Sandy and Hurricane Ian. See *Gilberti v Pentagon-CDC et al* at US Supreme Court Case 23-5414 docketed showing both systems and 10yrs of submittals, etc.

We have a problem with lawyers and Judge attacking the resource with timed actions against Title 18 USC 241-242, basically we see timed Terrorism events, with FDEP and Desantis, Rick Scott in Tallahassee, the Media and this group of Judges in your town in such an obvious 2300 acre with 6 mission parcels on the October 5, 2020 online sale with 72 Partners vs Cecil Daughtrey case 2011 CA 04209 NC, where its obvious to folks across the State who need this water, that we have a GANG OF TERRORIST THEIVES across the Board from Tampa to Miami and centralized in Sarasota where Bush Family who invests in Primary Water with Desantis and Vern Buchanan and more have attacked with Circuit 12 and Sheriff Hoffman and 72 Partners LLC, Lee Pallardy, Thomas Howze, Kenny Harrison with the Carlton Family and Longino gangs tied to SMR\Myakka and Israel Chemical/Mosaic Phosphate who is right next door attacking with Greenberg Traurig Dave Weinstein who we fired for conflicts. We have a mining permit with Phosphate at Swfwmd and mineral rights.

SPECIAL PRESENTATION AND MEETING REQUEST

This is a request to meet to discuss the above project. This project brings the following benefits to your tax payers with no cost to them.

- Endless FIJI quality spring water to taps Sarasota to Naples
- No Water Restrictions and higher resilience from Natural Disaster
- Lower Water and Energy Bills throughout West Florida
- No dependency on rain or river discharges or sea level rise
- Major increase in Health, Environment and Economic Sustainability from hidden underground resource
- No Pollution/Red Tide/GMO worries along Rivers for Drinking Water

We are proposing to pay for the Pipeline and ask for no money but simply coordination between West Florida and East Florida Cities and call Ron Desantis and provide me with a phone log from each that you attempted and we provide a Free Reservation and move to Workshops and investigate, literally in 5minutes the Fraud Transfer by your staff and consultants, and some Water Samples and test, to justify the resource.

Please contact the Ranch owner(s) Robert Flint at 863-990-0932 or myself at your earliest convenience to discuss this unique unlimited Natural Resource we are offering to the Public, so we can meet with you in person to discuss the project and how we can help your

community very quickly. We would also like to invite you to the property to test the resource yourself with staff so we can expedite the coordination of the HIGHER LEVEL OF SERVICE raw drinking water resource for the region.

LANDTECH DESIGN GROUP, INC.

Regards,

Joe Gilberti

Joseph D. Gilberti, Jr., PE

President

385 Donora Blvd

Fort Myers Beach, Florida 33931

813-470-6000

Gilbertiwater@gmail.com

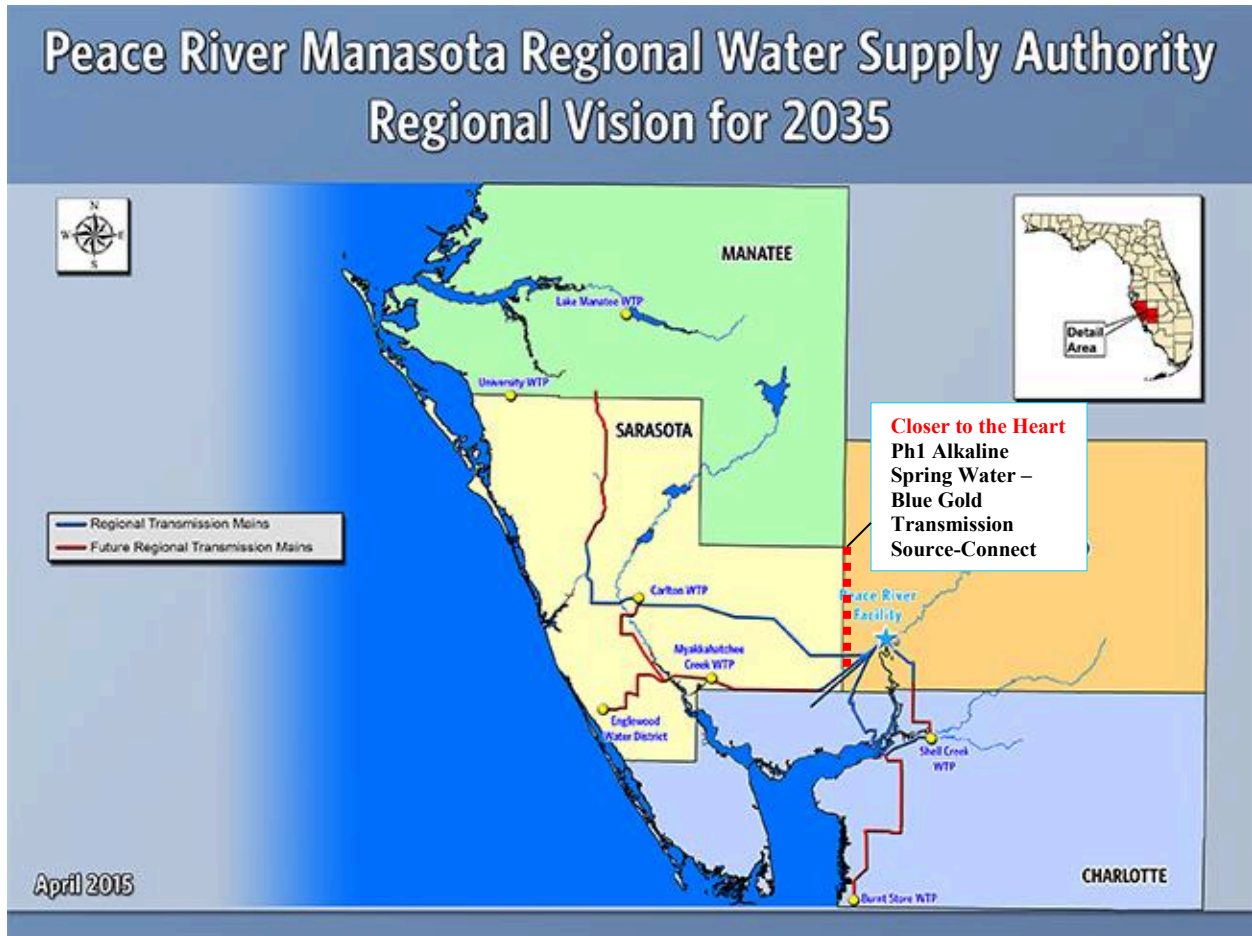
www.gilbertibluegold.com

cc:\ PRWSA\USGS\FDEP\FDOH\FDOT\Hospitals\ACOE\SFWMD

Enclosure

EXHIBIT A

Permitted Alignment plans to Peace River Manasota that ties to CSX/Seminole Railway down to Marco Island from Sarasota from EPA hidden Secret underground access to Oceans of Spring Water to the Taps of Millions with Medicine aspects (350MGD to 750MGD)



Connection from S.R. 72 Clark Road Tri-County Monument at Flint Farms Peace River Loop Option
See attached Engineering Plans submitted to FDEP Jon Iglehart Fort Myers Office May 2020 approved by Desoto
County and ready to start Construction to serve Taps.

EXHIBIT B

Existing Seminole Gulf Railway/CSX being replaced by Blue Gold and Airport Fuel Transmission to lower Fuel Truck Traffic and provide FREE HEALTHCARE at the Tap of Homes, Hospitals, Schools and Businesses



EXHIBIT C

CLOSER TO THE HEART

"A Sustainable Water Supply for South Florida"

(9FT DIAMETER ALKALINE SPRING WATER TRANSMISSION TO WEST FLORIDA TAPS)
 -250MGD TO 350MGD--
 Lower Utility Bills and Cancer Rates - 5million REAL JOBS

FLORIDA AGENCIES HIDING RESOURCE

POTENTIAL PARTNERS FOR STRATEGIC ALLIANCE

FLORIDA UNIVERSITIES

ENGINEER OF RECORD

JOSEPH B. GILBERTI, P.E.
 JULY 16, 2019

LANDTECH
 design group, inc.

PLANNING, ENGINEERING AND CONSULTING
 AND CONSTRUCTION
 100 W. WASHINGTON ST. SUITE 1000
 TAMPA, FLORIDA 33601
 TEL: 813-470-6000
 WWW.LANDTECHDESIGN.COM

GILBERTI BLUE GOLD

"Revitalizing National Defense, Health, Economy and Environment"

MASTER ALIGNMENT AND INVESTOR EXHIBIT - BLUE GOLD WEST FLORIDA

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EXHIBIT D

Bring Healthiest Antioxidant and Foods to major expansion and Jobs at Manatee Ports via Panama Canal Trade for overall Economic Growth, Cruise-line tourism and Food Production in Eastern Myakka Ranchlands from unique water supply and Technology

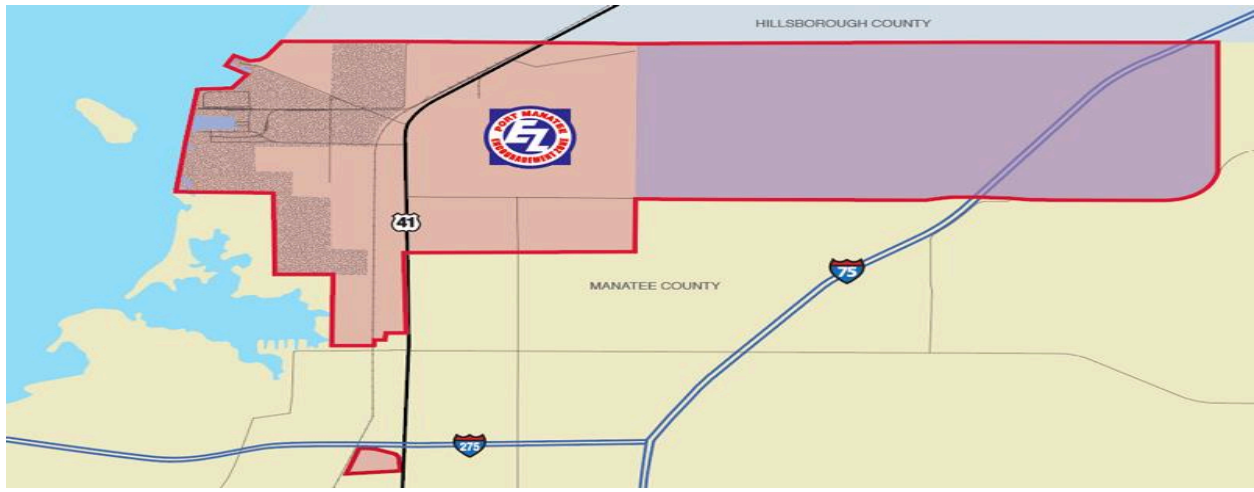
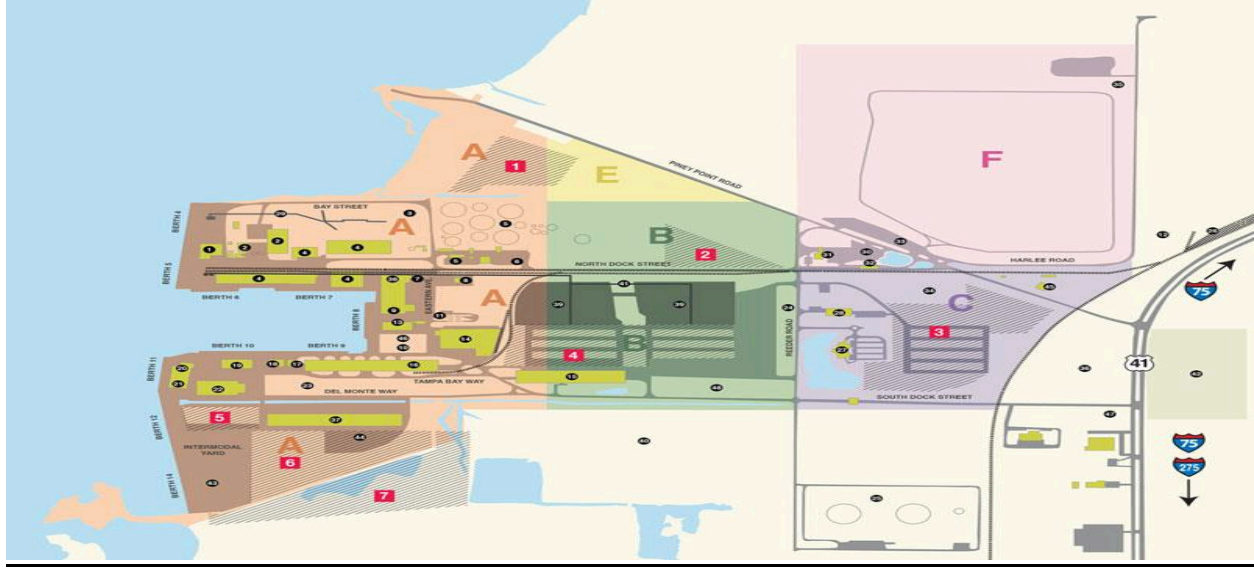


EXHIBIT E

Health Scan of Water Readings unique to Human Health and Economic Sustainability to the South Florida Regions to lower utility costs and taxes



Report #: 11712156

Date : 11/7/2012

P.O.Number: 102 Ck

Same as Client

Matrix: Well Water

Client: Cecil Daughtrey Jr.

Sample 9438 Daughtrey Rd

Location Sidell FL 34266

Phone (813) 470-6000

This sample taken by Joe Gilberti, P.E. at 3:00:00 PM on 10/24/2012. . Point of collection: Well #2

Health Scan Report

	Results		Public Drinking Water EPA Limits
<u>General Bacteria</u>			
Total Coliform	Absent	Animal or Vegetational Bacteria	0
Fecal/E. Coli	Absent	Animal Bacteria	0
<u>MicroAnalysis</u>			
MicroAnalysis	See Attached		
<u>General Chemistry</u>			
Sodium	74.05 mg/L	20.0 mg/L is Mass. DEP Guideline	250.0 mg/L
Potassium	4.11 mg/L	A Component of Salt	No Limit
Copper	Not Detected	Indicates Plumbing Corrosion	1.30 mg/L
Iron	0.64 mg/L	Brown Stains, Bitter Taste	0.30 mg/L
Manganese	Not Detected	May Cause Laundry Staining	0.05 mg/L
Magnesium	71.90 mg/L	A Component of Hardness	No Limit
Calcium	118.20 mg/L	A Component of Hardness	No Limit
Arsenic	Not Detected	A Toxic Metal	0.010 mg/L
Lead	Not Detected	A Toxic Metal	0.015 mg/L
Zinc.	Not Detected	A Toxic Metal	5.0 mg/L
pH	7.49 SU	Acid/Basic Determination	6.5 - 8.5 SU
Turbidity	0.49 N.T.U.	Presence of Particles	No Limit
Color	Not Detected	Clarity (0), Discoloration (15)	15.0 C.U.
Odor	Not Detected	Odor due to Contamination	3.0 T.O.N.
Conductivity	1771.0 umhos	Electrical Resistance (umhos/cm)	No Limit
T.D.S.	1,062.6 mg/L	Total Dissolved Minerals Present	500.0 mg/L
Sediment	Absent	Undissolved Solids	Present
Alkalinity	170.0 mg/L	Ability to Neutralize acid	No Limit
Chlorine	Not Detected	A Disinfectant	4.0 mg/L
Chloride	206.13 mg/L	A component of salt	250.0 mg/L
Hardness	591.2 mg/L	0 - 75 is considered soft	No Limit
Nitrate as Nitrogen	0.29 mg/L	Indicator of Biological Waste	10.0 mg/L
Nitrite as Nitrogen	Not Detected	Indicator of Waste	1.0 mg/L
Ammonia as Nitrogen	0.497 mg/L	Indicator of Waste	No Limit
Sulfate	851.40 mg/L	A Mineral, Can Cause Odor	250.0 mg/L
<u>Radiochemistry</u>			
Radon in Water	Not Detected	Massachusetts D.E.P. Guideline	10,000 pCi/L

The integrity of the sample and results are dependent on the quality of sampling. The results apply only to the actual sample tested. Environmental Testing and Research Laboratories shall be held harmless from any liability arising out of the use of such results.

60 Elm Hill Ave. Leominster MA 01453-4864 (978) 840-2941 (800) 344-9977 **Page 1 of 3**
 info@etrilabs.com www.etrilabs.com

EXHIBIT E

(Continued)



Report #: 11712156

Date : 11/7/2012

P.O.Number: 102 Ck

Same as Client

Matrix: Well Water

Client: Cecil Daughtrey Jr.

Sample 9438 Daughtrey Rd

Location Sidell FL 34266

Phone (813) 470-6000

This sample taken by Joe Gilberti, P.E. at 3:00:00 PM on 10/24/2012. . Point of collection: Well #2

Health Scan Report

Results	Public Drinking Water EPA Limits
<u>Organic Analysis</u>	
Benzene	Not Detected 5.0 ug/L
Bromobenzene	Not Detected No Limit
Bromochloromethane	Not Detected No Limit
Bromodichloromethane	Not Detected No Limit
Bromoform	Not Detected No Limit
Bromomethane	Not Detected No Limit
n-Butylbenzene	Not Detected No Limit
sec-Butylbenzene	Not Detected No Limit
tert-Butylbenzene	Not Detected No Limit
Carbon-Tetrachloride	Not Detected 5.0 ug/L
Chlorodibromomethane	Not Detected No Limit
Chloroethane	Not Detected No Limit
Chloroform	Not Detected No Limit
Chloromethane	Not Detected No Limit
1,2-Chlorotoluene	Not Detected No Limit
1,4-Chlorotoluene	Not Detected No Limit
1,2-Dibromo-3-chloropropane	Not Detected No Limit
Dibromomethane	Not Detected No Limit
1,2-Dibromomethane	Not Detected No Limit
1,3-Dichlorobenzene	Not Detected No Limit
1,2-Dichlorobenzene	Not Detected 600.0 ug/L
1,4-Dichlorobenzene	Not Detected 5.0 ug/L
Dichlorodifluoromethane	Not Detected No Limit
1,1-Dichloroethane	Not Detected No Limit
1,2-Dichloroethane	Not Detected 5.0 ug/L
1,1-Dichloroethylene	Not Detected 7.0 ug/L
cis-1,2-Dichloroethene	Not Detected 70.0 ug/L
trans-1,2-dichloroethene	Not Detected 100.0 ug/L
1,2-Dichloropropane	Not Detected 5.0 ug/L
1,3-Dichloropropane	Not Detected No Limit
2,2-Dichloropropane	Not Detected No Limit
1,1-Dichloropropene	Not Detected No Limit
1,3-Dichloropropene	Not Detected No Limit
trans-1,3-Dichloropropene	Not Detected No Limit
Ethylbenzene	Not Detected 700.0 ug/L
Fluorotrichloromethane	Not Detected No Limit

The integrity of the sample and results are dependent on the quality of sampling. The results apply only to the actual sample tested. Environmental Testing and Research Laboratories shall be held harmless from any liability arising out of the use of such results.

60 Elm Hill Ave. Leominster MA 01453-4864 (978) 840-2941 (800) 344-9977 Page 2 of 3
info@etrilabs.com www.etrilabs.com

EXHIBIT E

(Continued)



Report #: 11712156

Date : 11/7/2012

P.O.Number: 102 Ck

Same as Client

Matrix: Well Water

Client: Cecil Daughtrey Jr.

Sample Location: 9438 Daughtrey Rd

Sidell FL 34266

Phone (813) 470-6000

This sample taken by Joe Gilberti, P.E. at 3:00:00 PM on 10/24/2012. . Point of collection: Well #2

Health Scan Report

	Results	Public Drinking Water EPA Limits
Hexachlorobutadiene	Not Detected	No Limit
Isopropylbenzene	Not Detected	No Limit
Methyl-t-Butyl Ether (MTBE)	Not Detected	Massachusetts DEP Limit 70.0 ug/L
p-Isopropyltoluene	Not Detected	No Limit
Methylene Chloride	Not Detected	5.0 ug/L
Monochlorobenzene	Not Detected	100.0 ug/L
Napthalene	Not Detected	No Limit
n-Propylbenzene	Not Detected	No Limit
Styrene	Not Detected	100.0 ug/L
1,1,1,2-Tetrachloroethane	Not Detected	No Limit
1,1,2,2-Tetrachloroethane	Not Detected	No Limit
Tetrachloroethylene	Not Detected	5.0 ug/L
Toluene	Not Detected	1000.0 ug/L
1,2,3-Trichlorobenzene	Not Detected	No Limit
1,2,4-Trichlorobenzene	Not Detected	70.0 ug/L
1,1,1-Trichloroethane	Not Detected	200.0 ug/L
1,1,2-Trichloroethane	Not Detected	5.0 ug/L
Trichloroethylene	Not Detected	5.0 ug/L
1,2,3-Trichloropropane	Not Detected	No Limit
1,2,4-Trimethylbenzene	Not Detected	No Limit
1,3,5-Trimethylbenzene	Not Detected	No Limit
Vinyl Chloride	Not Detected	2.0 ug/L
o-Xylene	Not Detected	T. Xylenes 10K ug/
m+p Xylenes	Not Detected	T. Xylenes 10K ug/

The integrity of the sample and results are dependent on the quality of sampling. The results apply only to the actual sample tested. Environmental Testing and Research Laboratories shall be held harmless from any liability arising out of the use of such results.

60 Elm Hill Ave. Leominster MA 01453-4864 (978) 840-2941 (800) 344-9977 Page 3 of 3
 info@etr labs.com www.etr labs.com

EXHIBIT F

FDEP Fort Myers Lee County- Record Permitting



FLORIDA DEPARTMENT OF Environmental Protection

South District
PO Box 2549
Fort Myers FL 33902-2549
SouthDistrict@FloridaDEP.gov

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Neah Valensstein
Secretary

October 19, 2020

Joseph Gilberti, P.E.
gilbertiwater@gmail.com

Re: DeSoto County – Potable Water
Facility Name: Closer to the Heart
Facility ID: 6142734
DEP Application No.: 78714-026-DS

Dear Mr. Gilberti:

Thank you for your application for your concern about the processing of your application for the Closer to the Heart Project. We asked for signatures from the utility on the application form, a Public Service Commission Certification and authorization from the owners of the lands the water line will go through. You requested a dryline permit to allow for more time to secure the authorizations. All permits are issued with these authorizations. Dryline permits are issued when critical facilities (such as pump stations and treatment facilities) have not been built.

These are the reasons we need the authorizations:

Your project will provide water to the Peace River Manasota Regional Water Supply Authority. This utility must sign the application to bind itself to ensure proper operation.

We need approval from the owners of the properties where the pipeline will be installed. The Department may not convey any rights, privileges, title of other entities' properties. That permission must come from the property owner.

We need a copy of the Public Service Commission's (PSC) certificate authorizing you to provide the water service. This certificate is required for every public water system in DeSoto County. This certificate grants you the service territory for water. Without the certificate the Department may not issue a permit.

Without these approvals, any permit the Department issues will not meet the minimum requirements for water systems. Our intent is to permit projects that meet the basic requirements. When the project conforms to the rules, we can successfully defend challenges in court.

I also asked by email on June 24 about plans and construction through the wetlands as well as diameters for flushing stations. These questions are not as critical as securing the authorizations. I can authorize up to 90 more days for you to provide the authorizations. Please let me know if you need it.

I hope this letter clarifies the Department's needs for permitting.

Sincerely,

A handwritten signature in blue ink that reads "Nolin Moon".

Nolin Moon
Environmental Administrator

EXHIBIT F

*Access to secret Under-ground River from Tilted Platform via KT Event
With
Phase 1 Engineering Plans to Peace River WTP per FDEP Permit review*



EXHIBIT G



November 22, 2021

To Whom it May Concern:

Re: CLOSER TO THE HEART

Over the past 13 years I have supervised & used downhole video units and water quality logging trucks in a variety of areas including Closer to the Heart. Based on the results obtained during our pull back zone testing, water quality is extremely good for both the area and depth, the pH values during zone testing ranged from 7.8 to 11

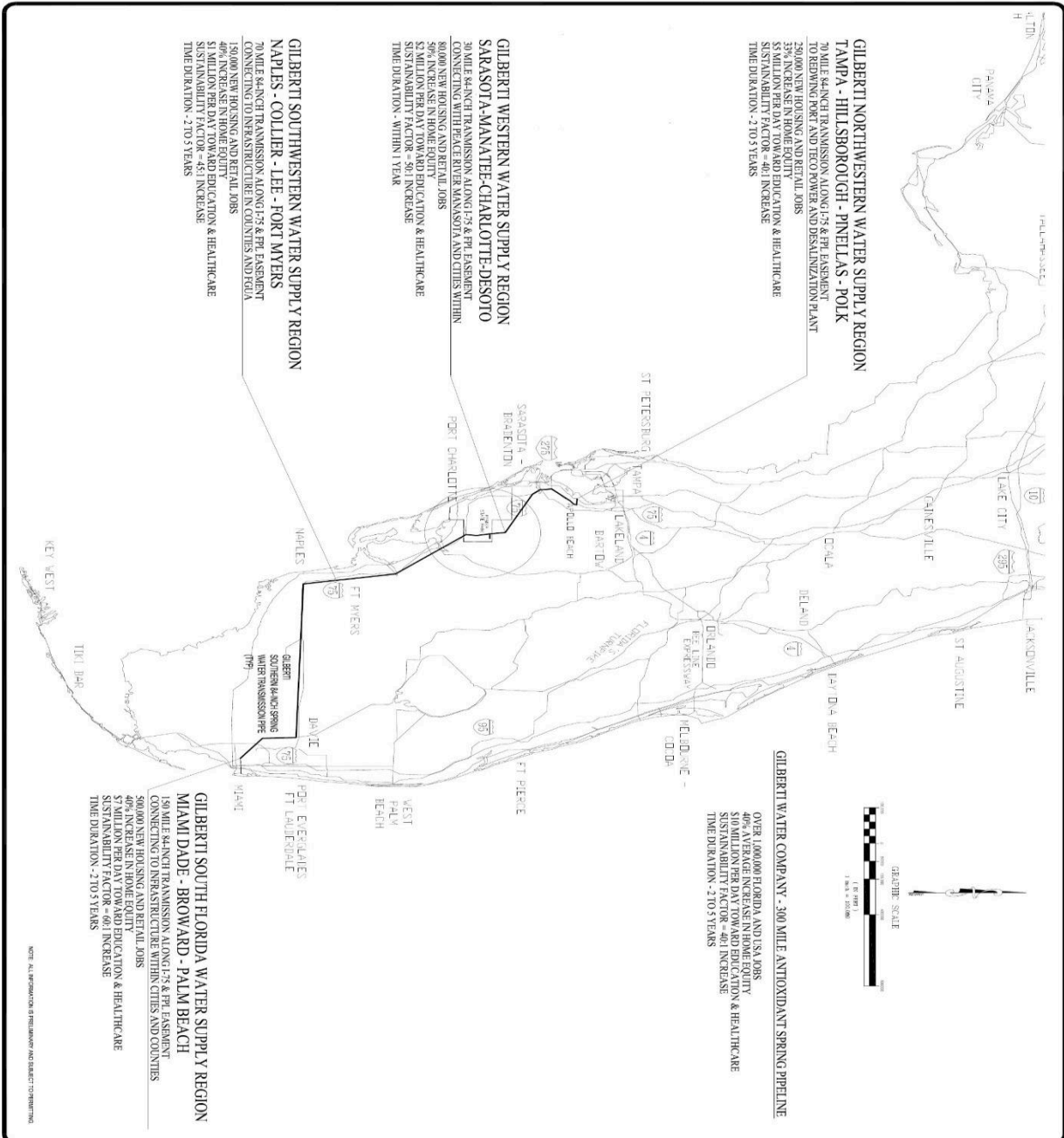
If you have any questions about the above information or if we may be of any further assistance please don't hesitate to call. Thank you.

Sincerely,

Jim Murray

Jim Murray
President

EXHIBIT H



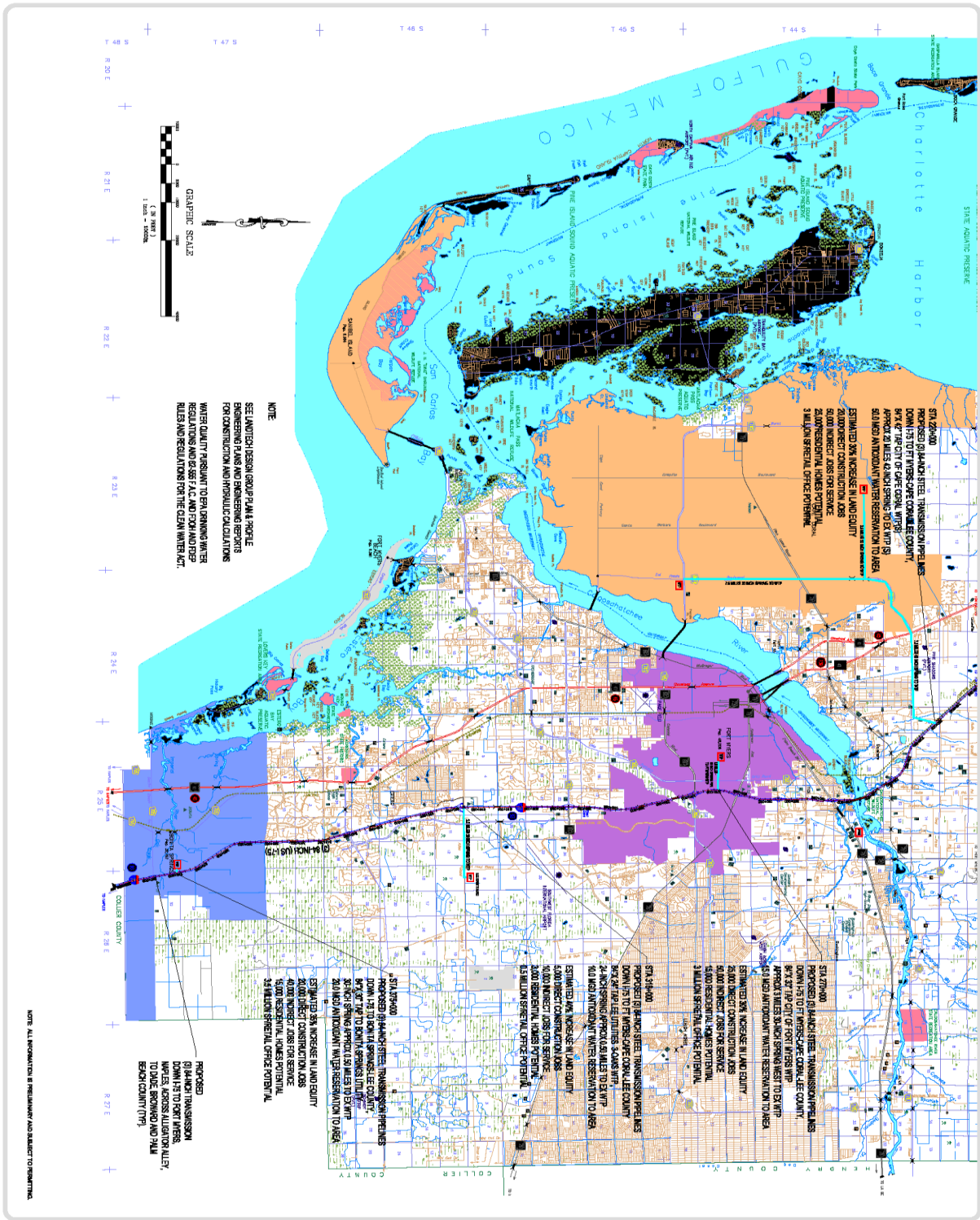
NOTE: ALL INFORMATION IS PRELIMINARY AND SUBJECT TO REVISION

DATE	BY	DESCRIPTION
2012.07.27	AS	ISSUED FOR PERMITTING
2012.07.27	AS	ISSUED FOR PERMITTING
2012.07.27	AS	ISSUED FOR PERMITTING
2012.07.27	AS	ISSUED FOR PERMITTING

LANDTECH DESIGN GROUP, INC.
 REAL ESTATE DEVELOPMENT & CONSULTING
 2701 LEE BLVD., SUITE 200
 FORT MYERS, FLORIDA 33901
 813-470-6000
 WWW.LANDTECHDESIGNGROUP.COM
 CENTRAL FLORIDA AUTHORITY No. 22854

CLOSER TO THE HEART
 ANTIOXIDANT SPRING WATER AND SOUTHERN
 FLORIDA POTABLE TRANSMISSION SYSTEM
 PROJECT NO. 12-001
 JOSEPH D. GILBERTI, P.E., LAND OWNER
 INTERSTATE SPRING TRANSMISSION SERVICE AREA

DATE	REVISIONS	BY



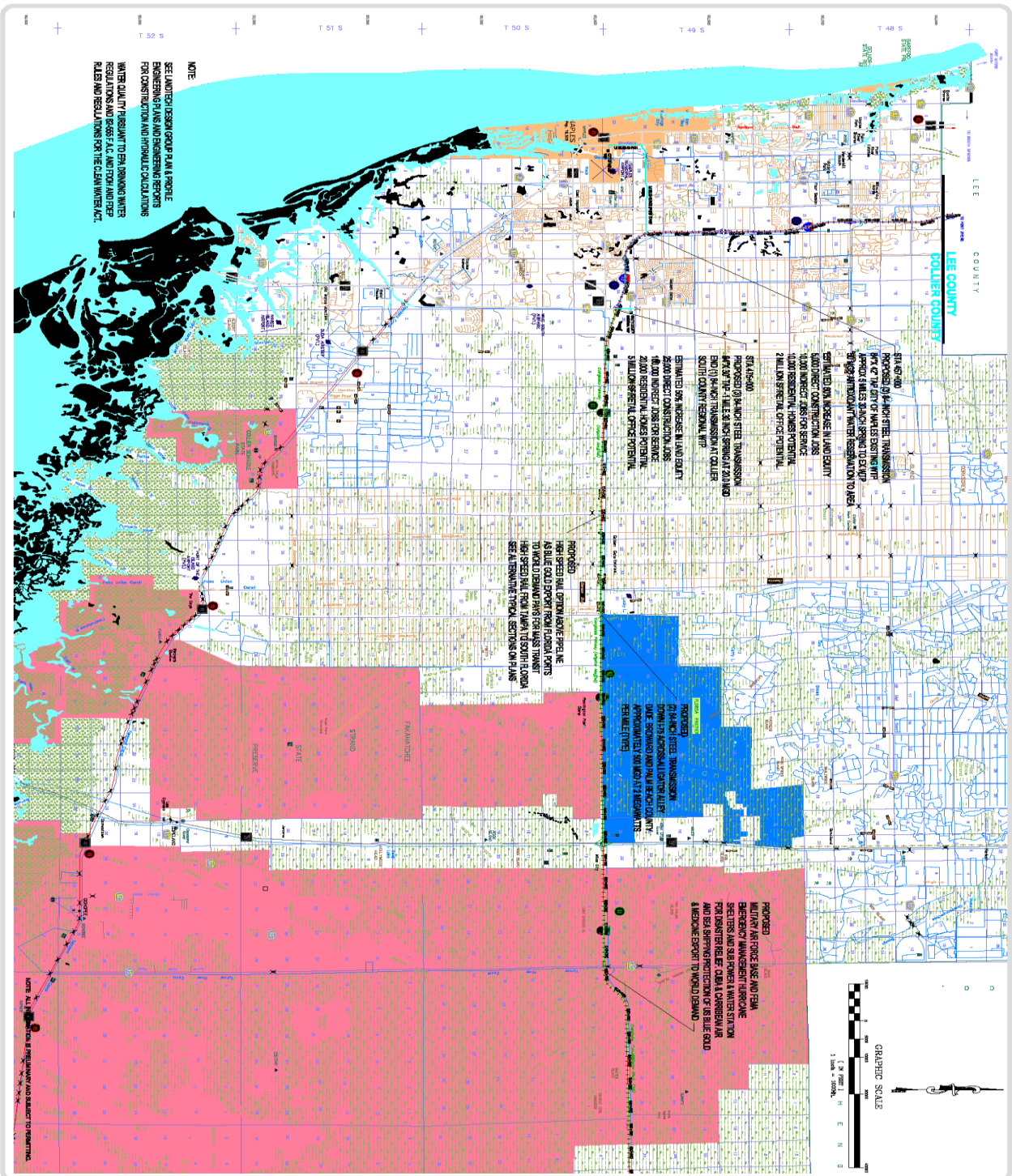
NOTE: ALL INFORMATION IS PRELIMINARY AND SUBJECT TO REVISIONS.

SHEET NUMBER: 5-6
 APPROVED BY: [Signature]
 DATE: 7/1/15
 SCALE: 1"=1 MILE
 DRAWING NO.:

LANDTECH DESIGN GROUP, INC.
 REAL ESTATE DEVELOPMENT & CONSULTING
 385 DONORA BLVD.
 FORT MYERS BEACH, FLORIDA 33931
 813-470-6000 DIRECT 813-482-7616 OFFICE
 CERTIFICATE OF AUTHORIZATION NO. 27894

CLOSER TO THE HEART
 SPRING WATER TRANSMISSION PLAN
 FOOT CAST FOOT 1 DESIGN DEVELOPMENT
 SARASOTA-DESOTO-CHARLOTTE-LEE, FLORIDA
GILBERTI WATER COMPANY, LLC
 TRANSMISSION ALIGNMENT PLAN

DATE	REVISIONS:	BY:



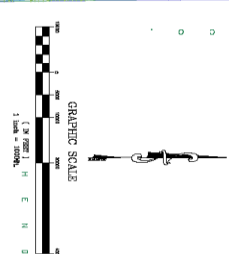
NOTE:
 SEE LATEST DESIGN GROUP PLAN & PROFILE
 ENGINEERING PLANS AND PERMISSIVE REPORTS
 FOR CONSTRUCTION AND FINANCIAL CALCULATIONS
 WATER QUALITY PERMITTING TO ENVIRONMENTAL
 REGULATIONS AND CROSS FACILITY AND WATER
 RULES AND REGULATIONS FOR THE CLEAN WATER ACT.

STATION 47+00
 PROPOSED 60" HIGH VOLTAGE TRANSMISSION
 LINE ON 14' RIGHT-OF-WAY (ROW) WITH
 APPROX. 3 MILES BEHIND EXISTING HIGH
 VOLTAGE TRANSMISSION WATER RESERVOIR TO WEST
 SIDE OF HIGH VOLTAGE WATER RESERVOIR
 ESTIMATED ROW INCREASE IN LAND EQUALITY
 25,000 DIRECT CONSTRUCTION JOBS
 18,000 INDIRECT JOBS PER SERVICE
 2,000 RESIDENTIAL HOUSING UNITS
 3 MILLION PER ANNUAL OFFICE REVENUE
 2 MILLION PER ANNUAL OFFICE EXPENDITURE

PROPOSED
 HIGH SPEED RAIL CENTRAL URBAN PERL LINE
 AS BLUE GOLD EXPORT FROM FLORIDA PARTS
 TO NORTH CAROLINA FROM FLORIDA PARTS
 HIGH SPEED RAIL FROM TOWN TO SOUTH FLORIDA
 BEST ALTERNATIVE TECHNICAL SECTIONS ON PLANS

PROPOSED
 20" HIGH VOLTAGE TRANSMISSION
 LINE ON 14' RIGHT-OF-WAY (ROW) WITH
 APPROXIMATELY 500' AND AT 2 RESIDENTIAL
 FEET WIDE (ROW)

PROPOSED
 MILITARY AIR FORCE BASE AND TEAM
 EMERGENCY MANAGEMENT FURNISHING
 SHELTERS AND SUPPLY WATER STATION
 FOR DISASTER RELIEF OPERATIONS AND
 BEST SHIPPING PROTECTION OF BLUE GOLD
 AND WOODS EXPORT TO WINDWARD ISLAND



DESIGN BY: GILBERTI BLUE GOLD
 DATE: 7/1/18
 SHEET NUMBER: S-7

LANDTECH DESIGN GROUP, INC.
 REAL ESTATE DEVELOPMENT & CONSULTING
 385 DONORA BLVD
 FORT MYERS BEACH, FLORIDA 33931
 813-470-6000 DIRECT | 813-482-7918 OFFICE
 CERTIFICATE OF AUTHORIZATION No. 17884

CLOSER TO THE HEART
 SPRING WATER TRANSMISSION PLAN
 FOOT DISTRICT 4 & 6 DESIGN DEVELOPMENT
 COLLIER-BROWARD-DADE-PALEM BEACH, FLORIDA
GILBERTI WATER COMPANY, LLC
 TRANSMISSION ALIGNMENT PLAN

DATE:	REVISIONS:	BY:



NOTE:
 SEE LANTON DESIGN GROUP PLAN & PROFILE FOR DESIGN PLANS AND PROFILES FOR CONSTRUCTION AND FINISHED ELEVATIONS. WATER QUALITY SUBJECT TO ENVIRONMENTAL REGULATIONS AND DECEMBER 2017 AND OTHER RULES AND REGULATIONS FOR THE CLEAN WATER ACT.

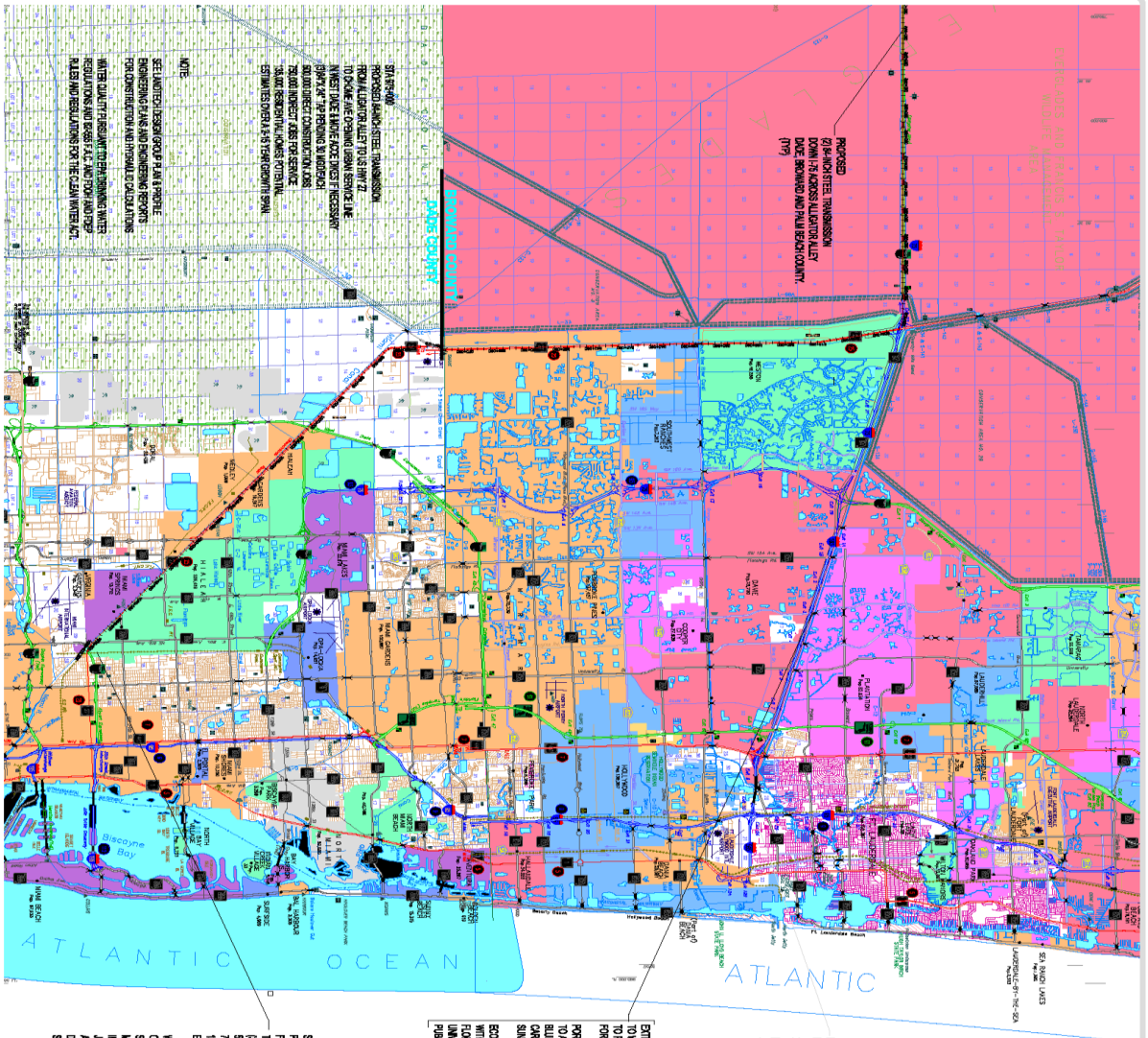
NOTE: ALL INFORMATION IS PRELIMINARY AND SUBJECT TO REVISION.

DATE: 7/1/15
 SCALE: 1"=100'
 SHEET: 5-8

LANDTECH DESIGN GROUP, INC.
 REAL ESTATE DEVELOPMENT & CONSULTING
 385 DONORA BLVD
 FORT MYERS BEACH, FLORIDA 33931
 813-470-6000 DIRECT 813-482-7918 OFFICE
 CERTIFICATE OF AUTHORIZATION No. 27894

CLOSER TO THE HEART
 SPRING WATER TRANSMISSION PLAN
 FOOT DISTRICT 4 & 6 DESIGN DEVELOPMENT
 COLIER RESERVOIR-DADE PALM BEACH, FLORIDA
 GILBERTI WATER COMPANY, LLC
 TRANSMISSION ALIGNMENT PLAN

DATE	REVISIONS	BY



NOTES:

SEE LANDTECH DESIGN GROUP, INC. REPORTS FOR CONSTRUCTION AND FINANCIAL CALCULATIONS. ENGINEERING AND DESIGN REPORTS FOR CONSTRUCTION AND FINANCIAL CALCULATIONS. WATER QUALITY PLANNING TO DETERMINE WATER REGULATIONS AND DESIGN FLOW AND TSS-100 RULES AND REGULATIONS FOR THE CLEAN WATER ACT.

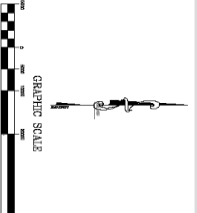
PROPOSED
 HIGH SPEED RAIL OPTIMIZE ROUTE AS BLUE GOLD SPUR FROM GILBERT PORTS TO WOODBURN AND PINE BLISS TRAMST HIGH SPEED RAIL FROM PALM TO SOUTH FLORIDA SEE ALTERNATIVE TYPICAL SECTIONS ON PLANS

PROPOSED
 20" RAINWATER TRANSMISSION FROM ALABAMA BLVD TO S HWY 27 TO MAKE THE EXISTING RAIN SERVICE LINE A NEW 20" RAINWATER SERVICE LINE. 20" RAINWATER SERVICE LINE TO BE CONSTRUCTED IN 2018. ESTIMATES OVER A 50 YEAR DRAINAGE PERIOD.

PROPOSED
 20" RAINWATER TRANSMISSION FROM ALABAMA BLVD TO S HWY 27 TO MAKE THE EXISTING RAIN SERVICE LINE A NEW 20" RAINWATER SERVICE LINE. 20" RAINWATER SERVICE LINE TO BE CONSTRUCTED IN 2018. ESTIMATES OVER A 50 YEAR DRAINAGE PERIOD.

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5-9

DATE: 11/14/14

BY: [Signature]

LANDTECH DESIGN GROUP, INC.
 REAL ESTATE DEVELOPMENT & CONSULTING
 380 DONORA BLVD
 FORT MYERS BEACH, FLORIDA 33931
 813-470-6000 DIRECT 813-462-7418 OFFICE
 CERTIFICATE OF AUTHORIZATION NO. 27894

CLOSER TO THE HEART
 SPRING WATER TRANSMISSION PLAN
 FOOT DISTRICT 4 & 6 DESIGN DEVELOPMENT
 COLLEGE-BROWARD-DADE-PALM BEACH, FLORIDA
 GILBERT WATER COMPANY, LLC
 TRANSMISSION ALIGNMENT PLAN

DATE:	REVISIONS:	BY:

EXHIBIT I-J

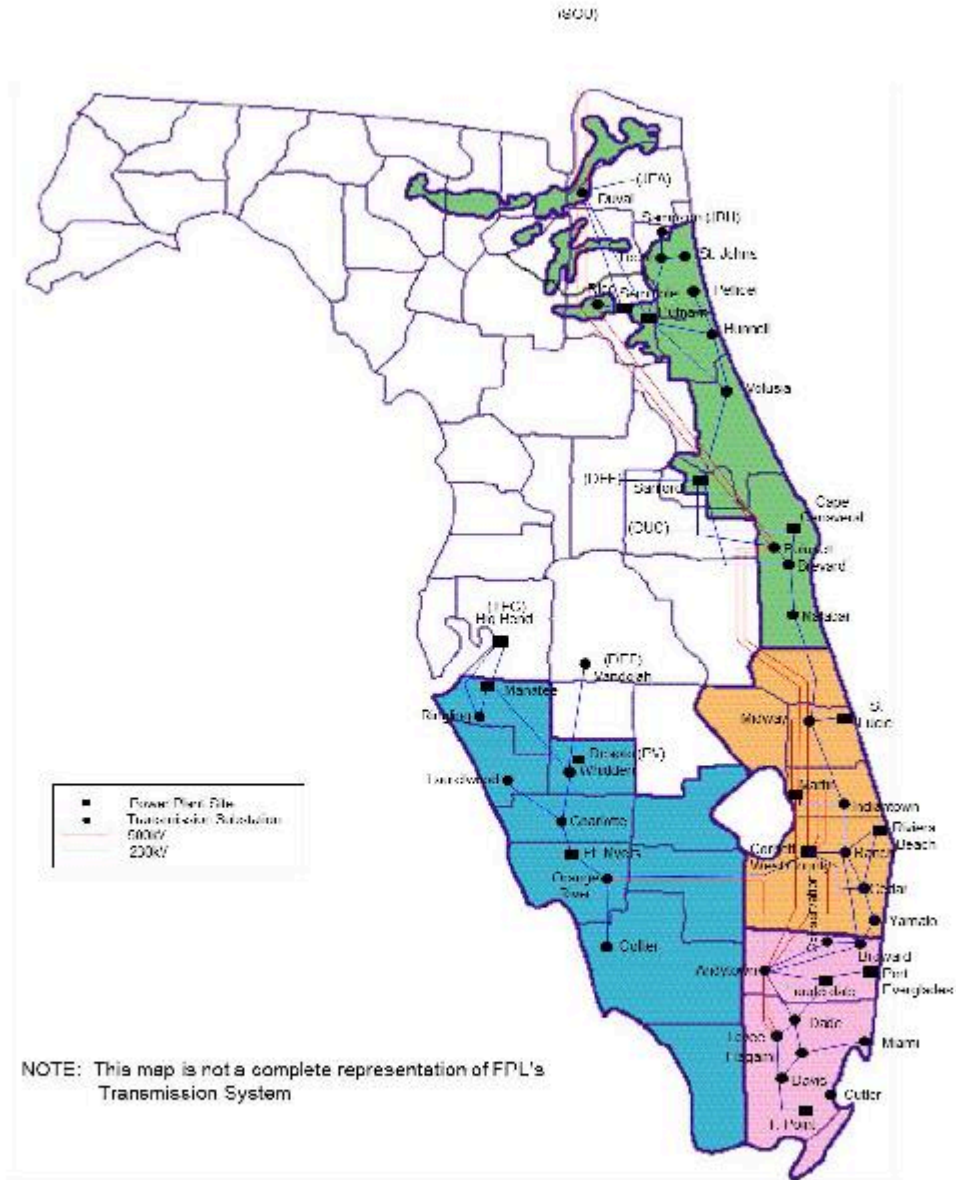


Figure I.A.2: FPL Substation and Transmission System Configuration