

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

MICHAEL P. COLOSI,

Plaintiff,

v.

Case No. 25-CA-2916

QUARRY COMMUNITY
DEVELOPMENT DISTRICT and
FLOW WAY COMMUNITY
DEVELOPMENT DISTRICT,
ESPLANADE GOLF & COUNTRY
CLUB OF NAPLES, INC.

Defendants.

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PLAINTIFF' INITIAL RULE 1.280(a) DISCLOSURES

PLAINTIFF, Michael P. Colosi (hereafter "Colosi" or "Plaintiff"), pursuant to Rule 1.280(a) of the Florida Rules of Civil Procedure, hereby provides the following disclosures and/or makes the following documents or other evidentiary material available for inspection and copying to Defendants. These disclosures are based on information now reasonably available to Plaintiff, and Plaintiff reserves the right to supplement, amend, or modify these disclosures as it obtains information through discovery or otherwise becomes aware of additional information.

**DISCLOSURE PURSUANT TO 1.280(a)(1)(A) - INDIVIDUALS LIKELY TO
HAVE DISCOVERABLE INFORMATION**

The following individuals are believed to have discoverable information that the disclosing party may use to support its claims or defenses:

1. **Michael P. Colosi**, c/o Cary Goggin, Esq., Lawhon Goggin, LLP, 3003 Tamiami Trail N., Naples, FL 34103; 239-325-8956

2. **Esplanade Golf & County Club of Naples, Inc.** c/o Christopher R. Parkinson, Esq., Mary A. Norberg, Esq., Moran Kidd Lyons Johnson Garcia, P.A., 111 n. Orange Ave. Suite 900, Orlando, Florida 32801
3. **Flow Way Community Development District**, c/o Jeffrey W. Hurcomb, Esq., Robert, Reynolds, Bedard & Tuzzio, PLLC, 5237 Summerlin Commons Blvd., Suite 118, Fort Myers, Florida 33907
4. **Quarry Community Development District**, c/o Jeffrey W. Hurcomb, Esq., Robert, Reynolds, Bedard & Tuzzio, PLLC, 5237 Summerlin Commons Blvd., Suite 118, Fort Myers, Florida 33907

**DISCLOSURE PURSUANT TO 1.280(a)(1)(B) - LOCATION AND
DESCRIPTION OF DOCUMENTS AND THINGS**

Plaintiff has, by category and location, the following documents, electronically stored information, and tangible things in its possession, custody or control that may be used by it (other than solely for impeachment purposes) which it may use to support its claims or defenses in this case. The categories of documents upon which Trust currently intends to rely include the following:

1. The warranty deed to the Colosi Property (attached to Plaintiff's Complaint as Exhibit "A").
2. The deed to the Quarry Property and a legal description of the Quarry Property (attached to Plaintiff's complaint as Composite Exhibit "B").
3. The deed to the Flow Way Property and a legal description of the Flow Way Property (attached to Plaintiff's complaint as Composite Exhibit "C").
4. The deed to the Esplanade Property and a legal description of the Esplanade Property (attached to Plaintiff's complaint as Composite Exhibit "D").
5. Communications between the parties pertaining to the easement (attached to Plaintiff's Complaint as Composite Exhibit "E").

6. Documentation evidencing the physical features and descriptions of the subject properties as well as the route/easement sought (e.g. photographs/maps of the areas involved) in the possession of both Plaintiff and Collier County, Florida.
7. Documentation demonstrating the history of the title to the subject parcels, including without limitations deeds and other conveyances to and of the same, which are in the possession of Collier County, Florida, including in their official records.

DISCLOSURE PURSUANT TO 1.280(a)(1)(C) - COMPUTATION OF DAMAGES

Plaintiff seeks to claim general damages, as well as any special, consequential, or other damages to which Plaintiff may be entitled under Florida law, should the Court permit, but also seeks attorney's fees, to the extent the same may be considered damages under Ch. 704, Fla. Stat., for the unreasonable refusal to comply with the provision of Ch. 704 Fla. Stat. and on any other basis which may entitle Plaintiff to the same.

DISCLOSURE PURSUANT TO 1.280(a)(1)(D) - INSURANCE POLICY

DISCLOSURE

Plaintiff is not aware of any insurance policy under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse payments made to satisfy the judgment.

Dated: March 3, 2026.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 3rd day of March 2026, a true and correct copy of the foregoing was filed with the Collier County Clerk by using the Florida Courts e-Filing Portal, which will serve a copy on the following parties registered with the e-filing system: Joseph A. Brown, Esq., Patrick Scott O'Bryant, Esq., Kutak Rock, 107 W. College Avenue, Tallahassee, Florida 32301, Joseph.Brown@KutakRock.com, Patrick.OBryant@KutakRock.com; Jeffrey W. Hurcomb, Esq., Joseph R. Murphy, Esq., Robert, Reynolds, Bedard & Tuzzio, PLLC, 5237 Summerlin Commons Blvd., Suite 118, Fort Myers, Florida 33907, service_JWH@rrbpa.com, service_LHR@rrbpa.com, jhurcomb@rrbpa.com; Christopher R. Parkinson, Esq., Mary A. Norberg, Esq., Moran Kidd Lyons Johnson Garcia, P.A., 111 n. Orange Ave. Suite 900, Orlando, Florida 32801, cparkinson@morankidd.com, mnorberg@morankidd.com, eservice@morankidd.com.

By: /s/ Cary J. Goggin, Esq.
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