
Miromar Lakes Community Development District

Emergency Meeting Agenda

August 17, 2015



Visit our Web Site at: www.miromarlakescdd.org

Prepared by:

JPWARD AND ASSOCIATES LLC

*2041 Northeast 6th Avenue
Wilton Manros, FL. 33305
E-MAIL: WARD9490@COMCAST.NET
PHONE: (954) 658-4900*

MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT

August 15, 2015

Board of Supervisors
Miromar Lakes Community Development District

Dear Board Members:

The Emergency meeting of the Board of Supervisors of the Miromar Lakes Community Development District will be held on **Monday, August 17, 2015 at 8:00 A.M. at the Beach Clubhouse, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.**

1. Call to Order & Roll Call
2. Consideration of Settlement Agreement related to the matter of Miromar Lakes Community Development District, Petitioner, vs. Alico West Fund, LLC and South Florida Water Management District, Respondents; Case No. 15-1051, State of Florida, Division of Administrative Hearings.
3. Adjournment

As you know, beginning Monday, August 17, 2015 beginning at 9:00 A.M this matter will begin trial phase

This emergency meeting is to consider a proposed settlement agreement with Alico West Fund, LLC that has been worked out by staff and Alico West Fund, LLC, before the trial begins on Monday.

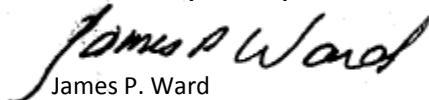
The proposed settlement agreement is attached for the Board's consideration and staff will review the proposed settlement agreement with the Board during the meeting.

Pursuant to law, there will be no further items to be heard during this emergency meeting.

I look forward to seeing you at the meeting, and if you have any questions and/or comments, please do not hesitate to contact me directly at (954) 658-4900.

Yours sincerely,

**Miromar Lakes
Community Development District**



James P. Ward
District Manager
Enclosures

SETTLEMENT AGREEMENT

ALICO WEST FUND, LLC whose address is 12800 University Drive, Suite 275, Fort Myers, Florida 33907 (“AWF”), and MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT, whose address is c/o JP Ward & Associates, LLC, 2041 NE 6th Terrace, Wilton Manors, Florida 33305 (“CDD”), hereby enter into this Settlement Agreement (“Agreement”) and state as follows:

WHEREAS, AWF is a Florida limited liability company with its principal place of business in Lee County, Florida (“County”); and

WHEREAS, AWF owns and is developing a parcel of land located in Lee County, Florida, south of Alico Road and east of Ben Hill Griffin Parkway known as “CenterPlace”; and

WHEREAS, CenterPlace includes a lake, commonly known as Lake 5; and

WHEREAS, CDD is organized and existing under the law of the State of Florida; and

WHEREAS, CDD owns property adjacent to CenterPlace, including a lake commonly known as Lake 6; and

WHEREAS, Lakes 5 and 6 are interconnected and are commonly referred to jointly as Lakes 5/6. Lake 5 is also often referred to as Lake 5/6 North and Lake 6 is also often referred to as Lake 5/6 South; and

WHEREAS, AWF and CDD share certain rights to Lakes 5/6; and

WHEREAS, based upon Application Number 140124-14 submitted by Alico to the South Florida Water Management District (“SFWMD”), the SFWMD, on January 12, 2015, issued Permit Modification Number 36-03558-P-05 approving a modification to the surface water management system serving CenterPlace; and

WHEREAS, CDD filed with the SFWMD, a Petition Requesting Formal Administrative Hearing challenging the Permit Modification; and

WHEREAS, the Petition was referred by SFWMD to the Florida Division of Administrative Hearings (“DOAH”), which assigned the Petition the following administrative proceeding styled: *Miromar Lakes Community Development District v. Alico West Fund, LLC, and South Florida Water Management District, Case No. 15-001051 (Consolidated Case No. 15-001049)*, (the “Suit”); and

WHEREAS, by letter dated May 18, 2015 (the “5/18/15 Letter”), a copy of which is attached hereto as **Exhibit 1**, Alico, through its counsel, asserted that the CDD, among others, has not performed the CDD’s obligations with respect to the Lake 5/6 and other responsibilities, as described in more detail in the 5/18/15 Letter; and

WHEREAS, Alico has denied the allegations of the CDD’s Petition in the DOAH proceedings and has vigorously contested same; and

WHEREAS, CDD denies the allegations contained in the 5/18/15 Letter and intends to vigorously contest same; and

WHEREAS, the parties to this Agreement have determined that it is their best interests to avoid the time, expense and resources of moving forward with the Suit relative to the disputes between them and wish to settle all claims set forth herein, and have therefore agreed to enter into this Agreement; and

NOW THEREFORE, in consideration of the good and valuable consideration stated herein, the parties agree as follows:

1. **RECITALS.** The above stated recitals are true and correct and are incorporated herein by reference.

2. **TERMS OF SETTLEMENT.** AWF and CDD hereby agree to the following obligations:

a. **Lakes/Facilities.** AWF agrees that development of CenterPlace pursuant to the permit shall be done in a manner to avoid construction in 2B soils (as defined by CDM Smith in certain reports referenced in **Exhibit 2** hereto) and to the extent any construction will occur in 2B soils that it will be done in a manner as to avoid any discharge of sediments to Lakes 5/6. The parties understand that on any site there will be variability of soil conditions that necessitate different engineering and construction methods. Should 2B soils be encountered where surface water management features are being located, AWF agrees that it will achieve adequate soil stabilization by using one or more of the following construction techniques, as approved by the engineer of record for CenterPlace:

1. Use of slopes flatter than may be identified in current permit drawings which indicate the maximum steepness of such slopes;
2. Excavation of 2B soils to be replaced with structural fill.
3. Incorporation of woven or non-woven fabric as may be appropriate.
4. Incorporation of soil stabilization mats as may be appropriate.
5. Other soil stabilization techniques as determined necessary by the construction contractor.

AWF agrees to allow a representative of the CDD, approved by AWF, to observe all construction activities of surface water management features in unmined soils on CenterPlace. AWF agrees and hereby approves Charlie Krebs and Jim Ward as acceptable representatives of the CDD. If the CDD desires a representative to replace Mr. Krebs and/or Mr. Ward, the CDD

shall give notice of the proposed representative(s) to AWF for AWF's approval, which approval shall not be unreasonably withheld, conditioned or delayed.

b. **Connection to Lake 5/6.** To protect inadvertent boat traffic within the two stormwater conveyance structures connected to Lake 5/6, and as a method of secondary containment of any sediments that may be carried by stormwater discharging from any stormwater facilities, AWF agrees to modify its present construction plan, to the extent it will be allowed by no more than a letter of modification by SFWMD or agreed additional condition in the pending administrative hearing. AWF will include a rip rap groin designed with filter fabric and a gradation of rip rap material to pass the 25 year, three day flow, constructed to an elevation of twenty foot NGVD at the interface of each conveyance swale with Lake 5/6. The groin shall be designed to pass stormwater discharge while filtering suspended soil particles. At AWF's request the CDD will acknowledge its agreement to this change to the parties and the Judge in the Suit.

c. **Monitoring and Emergency Plans.** AWF and the CDD agree to work together to improve the water quality in Lake 5/6. The CDD further agrees to take reasonable action within its power and authority to restore and maintain Lake 6 littoral areas and the shoreline along Lake 6 and the Southern shore of the Lake 5, but such action shall not require action inconsistent with any permit issued by SFWMD. The CDD shall notify AWF, at least ten (10) days in advance of any proposed action to be considered by the Board of Supervisors of the CDD concerning the maintenance of Lake 6, including, but not limited to, any maintenance contract for Lake 6 or adjacent shorelines, construction activities in Lake 6 or adjacent shorelines and the stocking or removal of grass carp. The CDD Board shall receive and consider any comments from AWF at the time they consider taking any action described above.

AWF shall be responsible for monitoring the conveyance swale discharge points to Lakes 5/6 from the CenterPlace surface water management system. Monitoring shall be conducted on a daily basis during construction and thereafter on a monthly basis, for a period of at least twelve (12) months to detect any failures in the system resulting in any turbidity greater than 29 NTU's above ambient conditions being discharged from CenterPlace and actually reaching the conveyance swales (i.e. past the outfall structures in the stormwater treatment lakes) or reaching Lake 5/6. If during the 12 month testing period any failures of the system are observed the system shall be repaired and CenterPlace will be obligated to monitor the system again on a monthly basis until no failures are detected for a complete twelve (12) month period.

Monitoring may be performed from either the lakes or shoreline. Monitoring will initially require only visual observation for turbidity. Any observed turbidity will require testing using an FDEP approved nephelometer. Should any test result demonstrate turbidity greater than 29 NTU's above ambient conditions, such results shall be reported to designated contact persons with both the CDD and AWF. AWF will take appropriate action to cause the cessation of the source of the turbidity and the containment of any turbidity in the conveyance swale or Lake 5/6 near the discharge points.

AWF shall provide, at its cost, a double row of turbidity barriers (unless the parties agree that a single turbidity barrier is sufficient) for use at all conveyance swale discharge points to Lakes 5/6 from the CenterPlace surface water management system. Alico shall maintain said turbidity barriers and install them at Alico's expense, when necessary to contain any turbidity observed to be greater than 29 NTU's above ambient conditions. Such turbidity barriers shall remain in place

as long as turbidity greater than 29 NTU's above ambient conditions is present or until all necessary repairs to the surface water management system have been completed.

CDD shall provide, at its expense, a double row of turbidity barriers to be used at each connection point between Lake 5/6 North and Lake 5/6 South, to be used, when necessary, to contain turbidity (unless the parties agree that a single turbidity barrier is sufficient). The CDD shall store and maintain said barriers and deploy/install them at the lake connection points if in the determination of either AWF or the CDD there exists a threat to lake water quality that either party would seek to contain in one of the lakes. Such concerns shall include but not be limited to turbidity, algal blooms, fish kills, petroleum spills, chemical spills or any waterborne nuisance condition. The parties will work cooperatively to abate any such nuisance condition with the applicable authorities and responsible parties to allow the barriers to be removed from the lake connections as quickly as reasonably possible.

The turbidity barriers identified in the two (2) preceding paragraphs shall be constructed of components to which the parties agree, such agreement not to be unreasonably withheld. The barriers may remain in place until both parties are reasonably satisfied that the concern over movement of deleterious sediments into Lake 5/6 North and Lake 5/6 South, has passed. Either party may also report the results of any turbidity or other monitoring to the County, SFWMD or other government entity for appropriate enforcement action against any party responsible for any turbidity or other water quality violations.

d. AWF and CDD agree to enter into an inter-local agreement within ninety (90) days of executing this Agreement, to implement the foregoing provisions of this subparagraph c. Once adopted, said inter-local agreement shall supersede and control over subparagraph c as long as the inter-local agreement is in full force and effect. Should the inter-

local agreement expire or be rescinded or voided by any Party paragraph C of this agreement will be reinstated and govern the conduct between the Parties. . The inter-local agreement will provide for an appropriate sharing of costs for lake management activities. The inter-local agreement will also provide for joint plans for emergency preparation for a Category I or greater hurricane forecasted to make landfall for Lee or Collier County. The inter-local agreement will allow the parties, either individually or jointly, to place a double row of floating turbidity barriers at the connection points between Lakes 5/6 North and Lake 5/6 South, and the discharge points from the CenterPlace surface water management system into Lake 5/6 North, until such time as the threat of a hurricane has passed. Alico shall establish a community development district, master association or other entity to own, maintain and/or operate Lake 5/6 North and the surface water management system for CenterPlace, Alico shall cause such entity or entities to assume the obligations of AWF under this Agreement and to become a party to the emergency plan. Failure to finalize and execute such inter-local agreement shall not operate to void or nullify the remaining provisions of this Agreement.

3. **DISMISSAL OF SUIT.** Upon the CDD Board's vote to approve this Agreement Counsel for the CDD shall immediately withdraw and/or dismiss its petition filed in the Suit, with prejudice. The parties agree that each shall bear its own costs and attorney's fees with respect to the Suit.

4. **BINDING EFFECT.** This Agreement shall bind and benefit the heirs, personal representatives, successors and permitted assigns of the parties.

5. **PRIOR AGREEMENTS AND MODIFICATION.** This Agreement sets forth the entire understanding and agreement between the parties with reference to the subject matter

hereof, there is no other concurrent agreement, it supersedes any prior agreement, and it may not be modified or amended except in writing signed by all parties.

6. **SEVERABILITY.** In case any one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or un-enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

7. **APPROVAL BY CDD.** The parties recognize that this Agreement must be approved by the Board of Supervisors of the CDD at a properly noticed public hearing, and this Agreement shall not be binding until such approval occurs.

8. **CORPORATE, LLC AND PARTNERSHIP RESOLUTIONS.** Any corporate party to this Agreement has entered into this Agreement under the express authority of its Board of Directors and in accordance with its Articles of Incorporation and Bylaws. Any LLC that is a party to this Agreement has properly entered into this Agreement in accordance with its Articles of Organization and Operating Agreement or Regulations. Any party to this Agreement that is a partnership has entered into this Agreement under the express authority of all of its general partners and in accordance with its partnership agreement.

9. **COOPERATION.** The parties agree to cooperate and execute all documents to implement and carry out the provisions of this Agreement.

10. **COUNTERPARTS AND COPIES.** This Agreement may be executed in several counterpart documents, each of which shall be construed as an original, and all so executed will together constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties may not be signatories to the same counterpart, and the signature pages from all and

original counterparts may be assembled and made a part of a single original document. Copies of this signed Agreement shall be considered as originals. Transmission of this executed Agreement by facsimile or email by one party to another shall be considered delivery for all legal purposes.

11. **HEADINGS.** The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

12. **CONSTRUCTION / NO ADMISSION OF FAULT.** Wherever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural. It is expressly agreed and understood that entry into and execution of this Agreement shall not be construed as an admission of fault against either party.

13. **WAIVERS.** No delay or omission to exercise any right, power, or remedy accruing to a party on any breach or default of another party under this Agreement shall impair any such right, power, or remedy of the aggrieved party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default. Any waiver, permit, consent, or approval of any kind or character on the part of a party of any breach or default under this Agreement, or any waiver on the part of a party of any provision or condition of this Agreement, must be in writing and be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law, or otherwise afforded to a party, shall be cumulative and not alternative.

14. **MUTUAL RELEASES.** Exclusive of the obligations set forth in this agreement, AWF and CDD release each other and also their officers, directors, shareholders, agents, servants, heirs, personal representatives, successors and assigns from any and all judgments,

claims, liens, causes of action and demands whether directly contingent, liquidated or unliquidated, known or unknown, that either party had or now has against the other irrespective of whether the consequences to either party to this agreement were foreseen or unforeseen, including without limitation, any and all claims based upon subrogation, indemnification and contribution, whether statutory or common law, recognizing that all parties to this agreement intend that this release be construed as complete and general release of all claims, causes of action and demands whatsoever, which exist, have existed or could exist, between the parties from the beginning of time, up through the date of this agreement, including, without limitation to the following:

1. Any claims, causes of action and demands which were raised or could have been raised by either party in the Suit.

2. All claims, causes or actions or demands arising from, referring to or related to the matters set forth in the 5/18/15 Letter. With the exception that to the extent the CDD is required by the SFWMD or other third parties to address the claims in the 5/18/15 Letter or any legal proceeding emanating from that letter, the Parties understand that this Agreement and in particular this release language shall serve as a bar or release of any responsibility determined to be the CDD's nor shall this Agreement in any way be deemed void or invalid in any part should such occurrence come to pass.

15. **CONCURRENT REMEDIES.** No right or remedy herein conferred on or reserved to a party hereof is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

16. **ENFORCEMENT.** Either party shall be entitled to seek enforcement of this Agreement through legal or equitable relief in the Courts of the County or, if appropriate, in an administrative proceeding under Chapter 120, Fla. Stat. Sole and exclusive venue for any Court proceeding pertaining to any dispute arising from this Agreement shall lay in the Courts of the County.

17. **NOTICES.** All notices and other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by Federal Express, AirBorne Express or similar overnight delivery service, addressed as follows:

If to the Alico:

Private Equity Group
12800 University Drive
Suite 275
Fort Myers, FL 33907
Attention: Mr. Donald R. Schrottenboer

With Copies to:

Lewis, Longman & Walker, P.A.
101 Riverfront Blvd.,
Suite 620
Bradenton, FL 34205
Attention: Kevin S. Hennessy, Esq.

If to CDD:

Miromar Lakes Community Development District
c/o JPWard & Associates, LLC
2041 NE 6 Terrace
Wilton Manors, Florida 33305
Attention: Mr. James P. Ward

With Copies to:

Coleman, Yovanovich & Koester, P.A.
Northern Trust Bank Building
4001 Tamiami Trail N., Suite 300
Naples, Florida 34103
Attention: Gregory Urbancic, Esq.

and

Greenspoon Marder, P.A.
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301
Attention: Glenn N. Smith, Esq.

18. **DEADLINES.** If any deadline set forth in this Agreement shall fall upon a weekend or national holiday, it shall be extended until the next business day.

SIGNATURES CONTAINED ON THE NEXT PAGE

**MIROMAR LAKES COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

James P. Ward, Secretary

Michael Hendershot, Chairman

ALICO WEST FUND, LLC.

By:

Its:

Date:



Reply To: Tallahassee

May 18, 2015

Via Electronic Mail and Federal Express Overnight

Blake C. Guillory, P.E.
Executive Director
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, Florida 33406
bguillory@sfwmd.gov

Miromar Lakes, LLC
10801 Corkscrew Road, Suite 305
Estero, Florida 33928
mgeschwendt@miromar.com

The Honorable Pam Bondi
Office of Attorney General
State of Florida
The Capitol PL-01
Tallahassee, Florida 32399-1050
Pam.bondi@myfloridalegal.com

Miromar Lakes Community Development District
513 Northeast 13th Avenue
Fort Lauderdale, Florida 33301
gurbancic@cyklawfirm.com

Miromar Development Corp.
10801 Corkscrew Road, Suite 305
Estero, Florida 33928
mgeschwendt@miromar.com

Miromar Lakes Master Association, Inc.
10801 Corkscrew Road, Suite 305
Estero, Florida 33928
mgeschwendt@miromar.com

Re: Section 120.69, Florida Statutes, 60-day Notice of Violation of Agency Action
South Florida Water Management District Permit No. 36-03568-P and Modifications

To Whom It May Concern:

On behalf of Alico West Fund, LLC (AWF), please consider this letter as the 60-day notice under Section 120.69 of the Florida Statutes that the Miromar Development Corporation, Miromar Lakes, LLC, Miromar Lakes Community Development District, and/or the Miromar Lakes Master Association, Inc. (collectively "Miromar") are in violation of agency action of the South Florida Water Management District (District). Specifically, Miromar is in violation of general and specific conditions of permits authorizing the construction and operation of various aspects and phases of the development generally known as Miromar Lakes, which originally was authorized in 1999 under the provisions of District conceptual permit number 36-03568-P (Conceptual Permit).

See Things Differently®

TAMPA BAY
101 Riverfront Boulevard
Suite 620
Bradenton, Florida 34205

JACKSONVILLE
245 Riverside Avenue
Suite 150
Jacksonville, Florida 32202

TALLAHASSEE
315 South Calhoun Street
Suite 830
Tallahassee, Florida 32301

WEST PALM BEACH
515 North Flagler Drive
Suite 1500
West Palm Beach, Florida 33401

Since issuance of the Conceptual Permit, numerous other permit modifications have been issued by the District to authorize construction of development phases within Miromar Lakes. While AWF, through its agents and consultants, has reviewed all available permits and modifications pertaining to the Miromar Lakes development, there may be some authorizations that are not listed below but that may impose requirements on Miromar for portions of the Miromar Lakes development that suffer from the same deficiencies and violations described below. It is AWF's intent that this notice encompass all permits and modifications issued by the District to any entity that has undertaken or is undertaking construction, maintenance, or operations activities within Miromar Lakes. Subject to the foregoing, the permits that have been and are continuing to be violated include, but are not limited to, the following (as extended or modified):

Permit No. 36-03568-P; Application No. 951122-7
Permittee: Alico Inc.; Applicant: Miromar Development, Inc.
Conceptual Approval for Miromar Lakes (June 10, 1999)

Permit No. 36-03568-P; Application No. 991101-14
Permittee: Miromar Lakes, LLC; Operating Entity: Miromar Lakes CDD
Miromar Lakes Phase 1 (May 11, 2000)

Permit No. 36-03568-P; Application No. 020617-12
Permittee: Miromar Development, Inc.; Operating Entity: Miromar Lakes CDD
Miromar Lakes – Mediterranean Village Phases 1 & 2 (September 6, 2002)

Permit No. 36-03568-P; Application No. 021203-5
Permittee: Miromar Lakes CDD; Operating Entity: Miromar Lakes CDD
Miromar Lakes – Mediterranean Village Phase 3 (December 23, 2002)

Permit No. 36-03568-P; Application No. 030128-2
Permittee: Miromar Lakes CDD; Operating Entity: Miromar Lakes CDD
Mediterranean Village Phase 4 Vivaldi (February 21, 2003)

Permit No. 36-03568-P; Application No. 040326-26
Permittee: Miromar Development LLC; Operating Entity: Miromar Lakes CDD
Mirasol Beach Residences (September 9, 2004)

Permit No. 36-03568-P; Application No. 040826-18
Permittee: Miromar Development Corp.; Operating Entity: Miromar Lakes CDD
Miromar Lakes Castelli and Anacapri (October 15, 2004)

Permit No. 36-03568-P; Application No. 041216-10
Permittee: Miromar Development Corporation; Operating Entity: Miromar Lakes CDD
Miromar Lakes Bellini and Volterra (May 17, 2005)

**Permit No. 36-03568-P; Application No. 050518-18
Permittee: Pardigm Mirasol LLC; Operating Entity: Miromar Lakes CDD
Mirasol Beach Residences Phase 2 (August 5, 2005)**

**Permit No. 36-03568-P; Application No. 050928-3
Permittee: Gulfshore Homes Construction, Inc.; Operating Entity: Miromar Lakes CDD
Ravenna at Miromar Lakes (January 17, 2006)**

**Permit No. 36-03568-P; Application No. 060131-1
Permittee: Miromar Development Corp.; Operating Entity: Miromar Lakes CDD
East 100 Acres At Miromar Lakes (May 15, 2006)**

**Permit No. 36-03568-P; Application No. 070209-10
Permittee: Miromar Development Corporation; Operating Entity: Miromar Lakes CDD
East 100 Acres At Miromar Lakes (April 6, 2007)**

**Permit No. 36-03568-P; Application No. 080625-6
Permittee: Miromar Development Corp.; Operating Entity: Miromar Lakes CDD
East 100 Acres At Miromar Lakes (August 14, 2008)**

**Permit No. 36-03568-P; Application No. 080912-9
Permittee: Miromar Lakes CDD; Operating Entity: Miromar Lakes CDD
Miromar Lakes Tract Ff Beach Cottages (November 26, 2008)**

**Permit No. 36-03568-P; Application No. 090903-26
Permittee: Miromar Lakes CDD; Operating Entity: Miromar Lakes CDD
Miromar Lakes Tract F-F Beach Cottages (October 28, 2009)**

**Permit No. 36-03568-P; Application No. 121115-1
Permittee: Miromar Development Corporation; Operating Entity: Homeowners Assoc.
The Peninsula Phase 3 at Miromar Lakes (February 25, 2013)**

The responsible entity is in violation of certain conditions of the above-referenced permits and modifications including, but not limited to, the General and Special Conditions requiring:

1. That all activities be implemented in accordance with the plans, specifications, and performance criteria approved by the permits.
2. That activities approved by the permits be conducted in a manner which does not cause violations of State water quality standards.
3. That the permittee implement best management practices for erosion and pollution control to prevent violations of State water quality standards.
4. That the permittee correct any erosion, shoaling, or water quality problems that result from the construction or operation of the surface water management system.
5. That measures be taken during construction to insure that sedimentation or turbidity problems are not created in the receiving water.

6. That all stormwater discharges occur through permitted facilities.
7. That lake side slopes are no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the lake control elevation.
8. That side slopes be nurtured or planted from 2 feet below to 1 foot above the control elevation to insure vegetative growth, unless shown on the plans.
9. That facilities other than those authorized by the permits not be constructed without an approved modification of the permit.
10. That adverse water resource related impacts not be caused and, if caused, shall be appropriately mitigated.
11. That the permittee comply with the Construction Pollution Prevention Plan during construction. Specifically:
 - (a) Install erosion control as needed to prevent soil from leaving the site.
 - (b) Perform street sweeping as needed to remove excess mud, dirt, or rock tracked from the site.
 - (c) Perform inspections and maintenance to maintain erosion and sediment controls.
12. That the permittee comply with the Urban Stormwater Management Program following construction. Specifically:
 - (a) Commercial applicators of chemical lawn products must register annually with the property owners;
 - (b) Chemical product may not be applied within five feet of any surface water or in a manner that will allow airborne or waterborne entry of the product into surface water.
 - (c) Fertilizer containing in excess of 2% phosphate/phosphorus shall not be applied within five feet of the water's edge or a drainage facility.
 - (d) Fertilizer should be applied only when needed and in moderate amounts.
 - (e) Street sweeping should be performed once every other month.
 - (f) Annual inspections and written reports provided for the stormwater management and treatment system.

Miromar has violated these permit conditions throughout Miromar Lakes by improperly constructing and maintaining drainage structures and features that cause untreated stormwater to discharge directly to adjacent lakes without first passing through the master surface water management system; by constructing and maintaining lake side slopes steeper than 4:1 and failing to plant or nurture vegetation within the littoral zone; by failing to implement and maintain required best management practices and programs to prevent erosion, sedimentation, and adverse water quality impacts; by constructing riprap in unauthorized areas; and by constructing unauthorized boat docks. These violations are causing adverse environmental impacts to, and causing or contributing to State water quality standards violations in, the receiving and downstream waters, and Miromar has failed to cease, correct, or mitigate for these water quality violations.

Permit No. 36-03568-P; Application No. 140620-1
Permittee: Miromar Lakes, LLC; Operating Entity: Miromar Lakes CDD
The Peninsula Phase IV (November 25, 2014)

Notice Letter
May 18, 2015
Page 5 of 5

Although noticed for issuance, this proposed permit has been challenged and, thus, is not final agency action that authorizes any activity at the project site. Nonetheless, the responsible entity has placed fill in jurisdictional surface waters at an existing boat ramp as proposed in the permit application. No existing Miromar Lakes authorization permits this activity.

AWF is a legal resident of the state of Florida and is substantially interested in and affected by the above-described permit violations because it owns and manages property adjacent to the Miromar Lakes project, and because it owns or adjoins the lakes that are being adversely affected by Miromar's permit violations. AWF requests that the District immediately enforce the conditions of the permits described above and all other permits and modifications that are being violated by the described activities. In the event the District declines to promptly file and diligently prosecute a petition for enforcement against Miromar, AWF intends to file in the circuit court of Lee County a petition for enforcement of the permits within 60 days of this notice.

Sincerely,
LEWIS, LONGMAN & WALKER, P.A.



Kevin S. Hennessy
Edwin A. Steinmeyer

Copies to: Donald R. Schrottenboer (e-mail)
Jeffrey A. Collier, Esq. (e-mail, jacollier@sfwmd.gov)

Exhibit 2

1. CDM Smith Geotechnical Assessment of Site Reuse Options dated May 14, 2002
2. June 2009 Evaluation of Section 12, Lake 5 Sediment Report prepared by CDM
3. May 16, 2012 – Memorandum from Eduardo Gutierrez, E.I. (CDM Smith), & William Fox, P.E. to Alico Design Team Re: Alico West DRI – Preliminary Geotechnical Engineering Evaluation
4. July 1, 2014 – Letter from Michael Montgomery, P.E., Principal, CDM Smith, Inc. to Donald Schrotenboer, President, Private Equity Group, LLC, regarding CenterPlace Development Geotechnical Memorandum