BEFORE THE GOVERNING BOARD OF THE
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation,

Complainant,

vs.

ORDER NO. SFWMD 2007 814 CO ERP

AMADI MANAGEMENT AT RETAIL CENTER STUART, LLC

Respondent,

CONSENT AGREEMENT

This Consent Agreement is entered into between the Complainant, **SOUTH FLORIDA WATER MANAGEMENT DISTRICT** ("District") and the Respondent, **AMADI MANAGEMENT AT RETAIL CENTER STUART, LLC**, ("Respondent") by mutual consent, without trial or adjudication of any issue of fact or law.

FINDINGS OF FACT

The District and Respondent stipulate to the following Findings of Fact:

1. The District is a public corporation of the State of Florida existing by virtue of Chapter 25270, Laws of Florida, 1949, and operating pursuant to Chapter 373, Fla. Stat., and Title 40E, Fla. Admin. Code, as a multipurpose water management district with its principal office at 3301 Gun Club Road, West Palm Beach, FL 33416-4680.

2. Respondent, Amadi Management at Retail Center Stuart, LLC, whose mailing address is 7600 Red Road, Suite 300, Miami, FL 33143.

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3. Respondent is the owner of the Property within Hanson Grant, Township 38 South, Range 41 East ("Property"). The Property is more particularly depicted on the location map attached hereto as **Exhibit** 1 and incorporated herein by reference.

4. On April 4, 2007, District staff conducted a site inspection of the property. Staff documented land clearing for a proposed construction of commercial development. The land clearing activities adversely impacted an isolated on-site wetland.

5. On April 11, 2007, a Notice of Violation was issued to the Respondent regarding the unauthorized activities described in Paragraph 4. A copy of the Notice of Violation is attached as **Exhibit 2**

6. On June 12, 2007, the Respondent made application to the District for an Environmental Resource Permit No. 070612-9 to develop the property and to address the impact the wetland as outlined in Paragraph 4.

7. On August 31, 2007, the District forwarded settlement terms to the Respondent for the violation that occurred on the subject property. A copy is attached as **Exhibit 3**. The specific terms of the proposed settlement included:

a) Respondent shall complete Environmental Resource Permit (ERP) Application No. 070612-9 by December 31, 2007.

b) Payment of $2,000.00 in staff investigative cost and payment of $1,800.00 in civil penalties, with additional penalties if a complete application is not submitted by December 31, 2007.

8. The Respondent, in a letter to the District, accepted the terms of the proposed settlement terms on September 13, 2007. A copy of the acceptance letter is attached as **Exhibit 4**.

FILED, 6/22/2021 11:14:37 AM, Clerk, Manatee County

ULTIMATE FACTS AND CONCLUSIONS OF LAW

9. The District alleges that the Respondent violated the District's rules by performing activities on the Property without prior issuance of an environmental resource permit pursuant to Chapter 373, Fla. Stat. and Chapters 40E-4 and 40E-40, Fla. Admin. Code, which prohibit the construction and operation of any works without first satisfying the criteria of the District through the permitting process.

10. Pursuant to Sections 373.413, and/or 373.414 Fla. Stat., and the implementing regulations found in Titles 40E, and/or 62, Fla. Admin. Code, the District is authorized to require permits for construction, alteration and/or operation of surface water management systems, including activities which impact wetlands. In the issuance of construction permits, the District is authorized to impose reasonable conditions necessary to assure the activities will not be harmful to the water resources of the District.

11. The District may enforce its permits and orders pursuant to Chapters 373 and 120, Fla. Stat., by maintenance of appropriate actions and may recover a civil penalty for each offense in an amount not to exceed Ten Thousand Dollars ($10,000.00) per offense, with each date during which such violation occurs constituting a separate offense. The District may further recover investigative costs, court costs and reasonable attorney's fees.

12. Without admitting liability, the Respondent has provided the District with reasonable assurances of good faith by entering into a consent agreement with the District in return for the District not initiating judicial or enforcement action for the alleged unpermitted activities described above. The Respondent agrees that all factual and legal matters, alleged herein and/or agreed to herein and/or which provide the basis for this

FOR SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Consent Agreement, (including all terms, provisions and matters referred to in the "Findings of Fact" and/or "Ultimate Facts" and "Conclusions of Law" sections), shall not be contested in any subsequent legal proceeding(s) which may be brought to enforce the terms of this Consent Agreement.

13. The District is authorized to enter into agreements pursuant to Section 373.083, Fla. Stat.

14. The Governing Board has authorized the Executive Director, or her designee, to execute this Consent Agreement.

THEREFORE, having reached a resolution of this matter, the District and the Respondent mutually agree and it is ordered that:

ORDER

15. The subject permit application no. 070612-9 must be complete by December 31, 2007. If the application is not deemed complete, additional penalties will be assessed on a daily basis until the application is complete.

16. Within thirty (30) days of the effective date of this Consent Agreement and in settlement of the allegations alleged in this Consent Agreement, Respondent shall pay the District a civil penalty in the amount of One Thousand Eight Hundred Dollars ($1,800.00) and reasonable investigative costs and attorneys' fees in the amount of Two Thousand Dollars ($2,000.00) which total Three Thousand Eight Hundred Dollars ($3,800.00) and shall be paid by cashier's check or money order and tendered to the District via U.S. Mail or hand-delivery at the following address: **South Florida Water Management District, 3301 Gun Club Road, Post Office Box 24680, West Palm Beach, FL 33416-4680, Attn: Lisandra Jones, Sr. Administrative Resources Associate, Environmental**