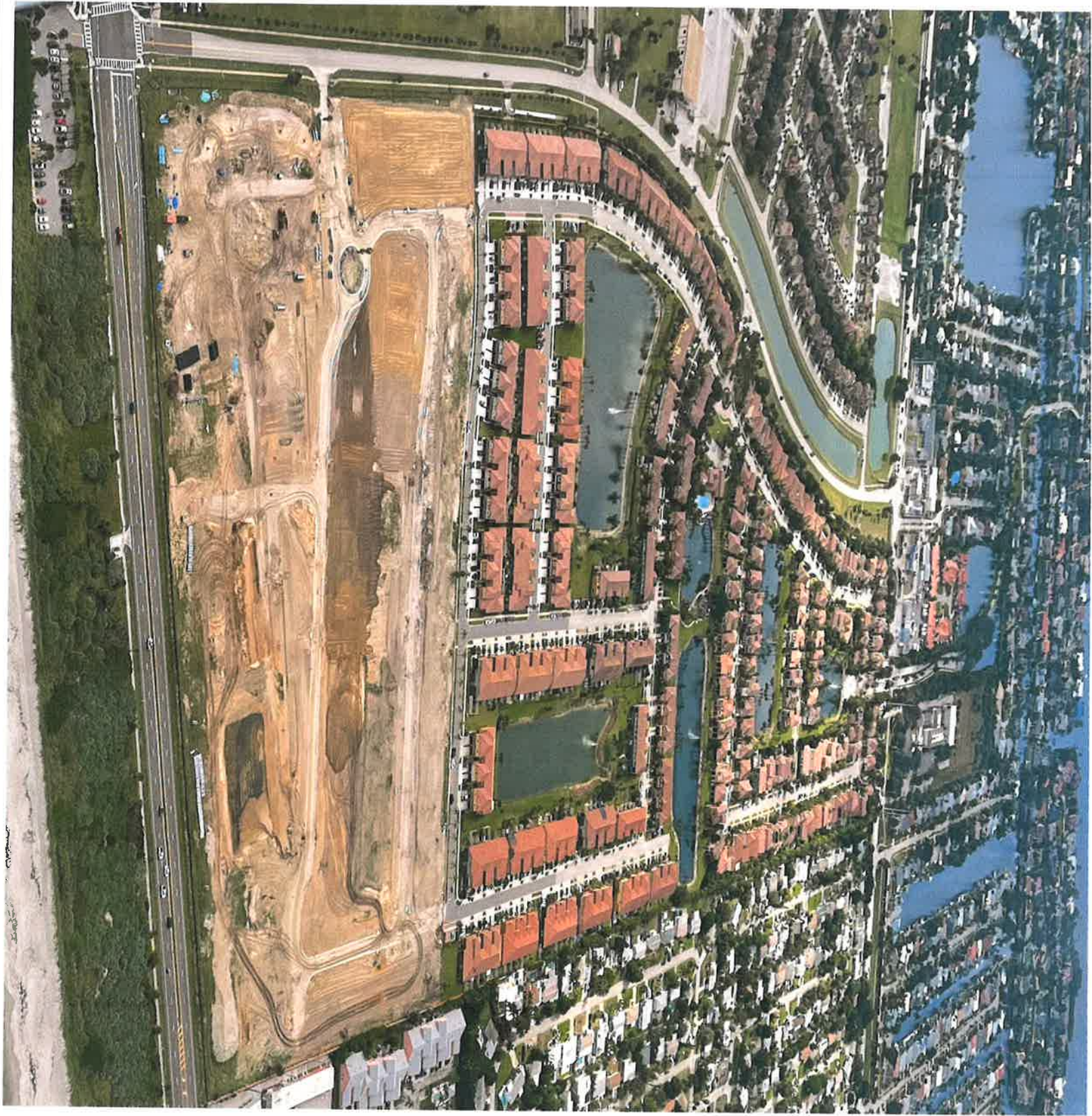


K



RE: Photos of Vue Site: Ref potential violations



Mark Crosby <mcrosby@sjrwmd.com>

10/29/2021 2:16 PM



To: Sandra Sullivan; Perry J Jennings

Hi Sandra,

Thanks for sending this to us. I inspected the site Wednesday after speaking with you Tuesday and found that they are not constructing the retention areas yet, but they are excavating something in the central western part of the site. The retention areas will be along the fence line adjacent to A1A and those areas are still grassed with pipes and other drainage structures staged on them. They are allowed to use the phase 2 area for construction staging of pipes, drainage structures, fill piles, and other equipment necessary for the ongoing construction on phase 1 as the staging is not considered construction of phase 2. I do not know what they are excavating in phase 2, however, and I have a call in to the engineer to discuss. I'll let you know what we find out. Thanks

Mark Crosby

Engineer IV

Division of Regulatory Services

St. Johns River Water Management District

Palm Bay Service Center

525 Community College Parkway, S.E. • Palm Bay, FL 32909

Office: (321) 676-6631

From: Mark Crosby <mcrosby@sjrwmd.com>
Date: Mon, Oct 4, 2021 at 11:36 AM
Subject: RE: More work happening
To: Sandra Sullivan <ss2sully@gmail.com>
Cc: Perry J Jennings <pjenning@sjrwmd.com>

Sandra,

We are aware of the work and sent the permittee a violation letter today. Thanks

Mark Crosby
Engineer IV

Division of Regulatory Services
St. Johns River Water Management District
Palm Bay Service Center

525 Community College Parkway, S.E. • Palm Bay, FL 32909

On Tue, Sep 14, 2021 at 2:36 PM Mark Crosby <mcrosby@sjrwmd.com> wrote:

Sandra,

We inspected the site today and they have indeed constructed stormwater drains in the phase 2 project area. I met with the contractor on the site and advised that they stop work on phase 2 improvements and he agreed to do so; he indicated that he thought he was allowed to do utility work and thought that included the drainage structures but I advised that was not the case. I also called the engineer of record and advised him of the inspection. The District will be following up with a letter to the permittee advising of the work without a permit violation. Let me know if you have any questions. Thank you

Mark Crosby
Engineer IV

Division of Regulatory Services
St. Johns River Water Management District
Palm Bay Service Center

525 Community College Parkway, S.E. • Palm Bay, FL 32909

K

Gwen Peirce

From: Adam Facciobene <af@dfi-gc.com>
Sent: Tuesday, September 21, 2021 9:53 AM
To: cbarker@satellitebeach.org; jbeadle@sbmlawyers.com
Cc: Bradley White; cliff@whitebirdlaw.com
Subject: The Vue - Removal From CDD / Recording of Final Plat
Attachments: SBP-FINAL - RELEASE AND SETTLEMENT AGREEMENT (SIGNED BY MONTECITO).pdf; SBP-CDD-Utility agreement-recorded.pdf; SBP - CDD - Assignment of Development Rights - Recorded.pdf; Vue draft plat 9.9.21.pdf

Good morning,

Please see attached and below regarding The Vue's formal exit from the Montecito CDD.

RELEASE AND SETTLEMENT AGREEMENT

- Page 5 – 7.(a) – *“a. Assignment of Development Rights for Parcel 3. Montecito Holdings shall assign all of its approvals, entitlements and development rights applicable to Parcel 3 to SBP. The form of the assignment shall be as attached hereto as Exhibit "F". Montecito Holdings shall deliver the executed assignment to Escrow Agent in counterpart originals for delivery to SBP.”* The recorded Exhibit F is attached.
 - -The Release and Settlement Agreement; Utility Development and Reciprocal Easement Agreement; and Assignment of Approvals, Entitlements and Development rights give Parcel 3 (The Vue), as needed, from the CDD, all rights required to develop, construct, and use the subject property.
- Page 10 – 21.(c) - *“All Parties further consent and agree that they, and their successors and assigns, will take no position against any such removal of Parcel 3 from the District. Should the owner(s) of Parcel 3, at its option and in its sole discretion, decide to seek removal from the District, the owners(s) of Parcel 3 shall solely, to every extent permissible under applicable law, take all actions necessary to obtain any removal from the District and shall be solely responsible for all expenses of said process.”...*
 - -This clause clearly gives Parcel 3 the right to exit the CDD under Parcel 3's sole discretion.

We would like to proceed with exiting the CDD as soon as possible. If an ordinance is required please let me know what I can do to help get this written as quickly as possible and when we can get on the meeting schedule, if required.

Additionally I have attached the draft Final Plat for The Vue. (There hotel parcel size is incorrect and will be corrected) Please review. We would like to have the final plat recorded as soon as possible. Ideally, if an ordinance is required to exit the CDD then we could have the final plat recorded at the same meetings where the ordinance is voted upon.

Please let me know what I can do to help.

Time is of the essence for these matters.

Thank you very much!

Adam Facciobene

K

Gwen Peirce

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