



County Attorney's Office

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September 4, 2020

Lake County Fish Farm, LLC
c/o Alexander B. Cvercko, Esq.
Cvercko & Associates, PA
13500 Sutton Park Drive S., Suite 304
Jacksonville, FL 32224
alex@cverckolaw.com

Via Email and Certified Mail

RE: Lake County, Florida v. Lake County Fish Farms, LLC
Case No.: 2019-CA-2404

Dear Mr. Cvercko,

In May 2020, Lake County, Florida (“County”) and Lake County Fish Farms, LLC (“LCFF”) entered into a settlement agreement in the above described case. The agreement was approved by the Circuit Court on May 28, 2020 and the Court agreed to retain jurisdiction. Please accept this letter as notice of the default by LCFF of certain provisions contained in the agreement. The County finds that LCFF is in default of the following provisions of the settlement agreement:

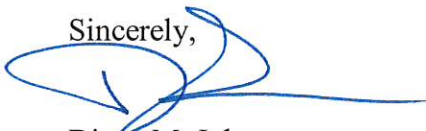
- The agreement provides that LCFF will reclaim at least six (6) of the ponds listed in paragraph 2(A) of the agreement within three (3) months of the date of approval of the agreement by the Court. The agreement was approved by the Court over three (3) months ago. An investigation by the County had shown that LCFF has reclaimed or has attempted to reclaim only three (3) ponds, to date. LCFF has not complied with the requirements of the agreement. Further, the County is unable to tell whether the reclamation done was in accordance with the agreed methods listed in paragraph 2(J) of the agreement.
- The agreement provides that prior to the start of reclamation by LCFF or its contractor(s), LCFF would provide the Lake County Public Works Department a reclamation plan completed by an environmental or biological consultant. LCFF has not yet provided the County a completed plan. Further, the Director of Lake County Public Works has not issued a written notice to proceed to LCFF.

- The agreement provides that prior to the start of LCFF hauling material off-site, LCFF would provide the County plans showing the materials to be delivered or removed, showing the existing topography of the site and showing the proposed final grading of the site when the removal of material has ended. LCFF has not provided these plans to the County
- The agreement provides that LCFF will provide a reclamation bond to the County. A bond has been provided, but it has not yet been found acceptable by the County. The County requested that the engineer's estimate be itemized to support the stated amount.

The Lake County Office of Code Enforcement and the Lake County Public Works Department have observed the recent hauling of sand, soil or other minerals from the LCFF properties. If LCFF does not cure the defaults within fourteen (14) business days from the receipt of this notice, the County will proceed with re-opening the case or seeking other available remedies.

Upon receipt, please provide this notice to your client. If you no longer represent Lake County Fish Farms, LLC please let me know. Thank you for your assistance.

Sincerely,



Diana M. Johnson
Deputy County Attorney

DJ/sl

cc: Glen Guzman, Lake County Director of the Office of Code Enforcement (*by email*)
Fred Schneider, Lake County Director of the Public Works Department (*by email*)