

## APPLICATION FOR SITE PLAN REVIEW

CITY OF PORT ST. LUCIE  
PLANNING & ZONING DEPARTMENT  
(772) 871-5212

P&Z File No. P19-052  
Fees (Nonrefundable) \$ 2,802.00 Arch.: \$ —  
Receipt #: 222371

PROJECT NAME: Discovery Plaza & Hotel

LEGAL DESCRIPTION: Parcels 1 and 2, Southern Grove Plat No. 8

LOCATION OF PROJECT SITE: NW Intersection of Village Parkway & SW Discovery Way, Port St Lucie, FL

PROPERTY TAX I.D. NUMBER: 4315-502-0005-000-5, 4315-502-0006-000-2

STATEMENT DESCRIBING THE CHARACTER AND INTENDED USE OF THE DEVELOPMENT Development of the parcels with two (2) retail buildings and a hotel building, along with associated paved parking and infrastructure improvements.

IS THIS AFFORDABLE HOUSING INVOLVING FEDERAL, STATE OR LOCAL AFFORDABLE HOUSING FUNDS? N/A

**RECEIVED**

APR 17 2019

GROSS SQ. FT. OF STRUCTURE (S): 49,021 SQ. FT.

PLANNING DEPARTMENT  
CITY OF PORT ST. LUCIE, FL

NUMBER OF DWELLING UNITS & DENSITY FOR MULTI-FAMILY PROJECTS: N/A

UTILITY SUPPLIER: Water and Wastewater - PSLUSD; Irrigation - Tradition Irrigation Company  
130,661 S.F.

GROSS ACREAGE & SQ. FT. OF SITE: 3.00 Acres ESTIMATED NO. EMPLOYEES: —

FUTURE LAND USE DESIGNATION: NCD ZONING DISTRICT: MPUD

OWNER(S) OF PROPERTY: Tradition One, LLC  
Name, Address, Telephone & 4545 SW Longbay Drive, Palm City, FL 34990

Email: Ph: 772-370-8119  
Email: abh11570@yahoo.com

APPLICANT OR AGENT OF OWNER: M. Randall Rodgers, P.E.  
Name, Address, Telephone & 590 NW Peacock Blvd., Suite 8, Port St. Lucie, FL, 34986  
Email: randyr@velconfl.com

PROJECT ARCHITECT/ENGINEER: Velcon Engineering & Surveying, LLC  
(Firm, Engineer of Record, M. Randall Rodgers, P.E., FL Lic. No. 68212  
Florida Registration No., Contact 590 NW Peacock Blvd., Suite 8, Port St. Lucie, FL, 34986  
Person, Address, Telephone & Email: 772/879-0477 ; randyr@velconfl.com

I hereby authorize the above listed agent to represent me. I grant the planning department permission to access the property for inspection.

I fully understand that prior to the issuance of a building permit and the commencement of any development, all plans and detail plans must be reviewed and approved by the City pursuant to Sections 158.237 through 158.245, inclusive, of the zoning ordinance.

**\*When a corporation submits an application, it must be signed by an officer of the corporation.** Corporation signatures must be accompanied with an approved resolution authorizing the individual to sign such applications.

**NOTE:** Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted

M. Randall Rodgers M. Randall Rodgers Agent 04-17-2019  
OWNER'S SIGNATURE HAND PRINT NAME TITLE DATE

Prepared by and return to:  
**Bonnie A. Brown, Esquire**  
**Law Offices of Bonnie A. Brown**  
514 Colorado Avenue  
Stuart, FL 34994  
772-221-9024  
File Number: 19081

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

## Quit Claim Deed

This Quit Claim Deed made this 6<sup>th</sup> day of March, 2019 between **Rajesh J. Patel**, a married man whose post office address **4545 SW Longbay Drive, Palm City, Florida 34990**, grantor, and **Tradition One LLC**, a Florida limited liability company whose post office address **P.O. Box 1868, Palm City, Florida 34991**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **St. Lucie County, Florida** to-wit:

**Parcels 1 and 2, SOUTHERN GROVE PLAT NO. 8, according to the map or plat thereof as recorded in Plat Book 62, Page 29, Public Records of Saint Lucie County, Florida.**

Grantor warrants that at the time of this conveyance, the subject property was not the Grantor's homestead within the meaning set forth in the constitution of the State of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address are as stated above.

No consideration was paid for this transfer of title.

This Deed was prepared without the benefit of a title examination.

**To Have and to Hold**, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:  
(2 Witnesses Required)

First Witness Sign Name: Brown

First Witness Print Name: Bonnie A. Brown

Second Witness Sign Name: Howe

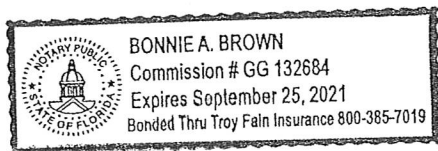
Second Witness Print Name: Cynthia Howe

Patel (SEAL)  
Rajesh J. Patel

State of Florida  
County of Martin

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March BAB ~~February~~, 2019 by Rajesh J. Patel who [ ] is personally known to me or [ X ] has produced Driver's License as identification.

[Notary Seal]



Brown  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

### Exhibit A to Special Warranty Deed

The following restrictions, covenants and provisions (collectively, "Restrictive Covenants") are a part of the conveyance described in the Special Warranty Deed ("Deed") to which these Restrictive Covenants are attached. These Restrictive Covenants are covenants running with and applicable to the land ("Land") described in the Deed, and shall be binding upon Grantee and its successors and assigns.

1. Height Restriction. Any improvements to be constructed on the Land will be restricted to the maximum height permitted by the City of Port St. Lucie MPUD zoning regulations in effect at the time of site plan approval for the improvements.
2. Permitted Use. Unless otherwise agreed in writing by Grantor, the Land may be used only for the development of up to 35,470 square feet of retail and restaurant space (the "Permitted Use") and for no other use.
3. Cost of Improvements. The cost of construction of all improvements to and on the Land will be borne exclusively by Grantee, including the costs to provide on-site drainage pretreatment and to bring water and sewer lines to the Land. Grantee will be responsible for obtaining all approvals necessary for construction of improvements on the Land, including, without limitation, building permits. Grantee will be responsible for providing and installing all landscaping and trees on the Land in accordance with the requirements of applicable governmental requirements and the approvals required under the Commercial Charter for Tradition recorded in Official Records Book 2098, at page 1697, of the Public Records of St. Lucie County, Florida, as amended.
4. Grading and Drainage. The grading of the Land will be the responsibility of Grantee. Grantee will grade the Land to meet the requirements of the drainage plan and drainage system for the Land and to meet the tie-in requirements of the master drainage system applicable to the Land, including providing for on-site drainage pretreatment. Grantee will maintain, repair, and replace all filters so as to provide filtration to prevent sedimentation in catch basins, manholes and drainage lines during construction of improvements on the Property. Grantee shall be responsible for removing any sedimentation caused by Grantee in the catch basins, manholes, or drainage lines of any existing development owned by Grantor. Grantor reserves the right after 10 days written notice to Grantee (or without notice in the case of emergency) to enter onto any portion of the Land to install filters, remove sedimentation, and correct any grading deficiencies at the cost and expense of Grantee. Grantee shall reimburse Grantor for any and all reasonable costs and expenses incurred by Grantor within 30 days after Grantor delivers to Grantee a bill for such costs and expenses accompanied by reasonable supporting documentation.
5. Irrigation. Grantee agrees to provide an irrigation system providing 100% coverage of all landscaped or sodded areas of the Land and the areas between the Land and the adjoining public roads, if any.

6. Grantee's Liability for Damage. Grantee shall not damage or cause or permit to be damaged any property or improvements on any land owned by Grantor, or any Community Development District, or any commercial or residential property owners association, which improvements include, but are not limited to, streets, drainage lines, central water lines, central sewer lines, signage, landscaping, entry features, irrigation systems, lakes, lake banks, wetlands, or littoral areas. Grantee will have full responsibility and liability for the reconstruction or repair of any such improvements which are damaged by Grantee's construction activities.
7. Permits. If there are water management tracts, wetlands, or other areas subject to permits issued by the South Florida Water Management District ("SFWMD") and/or Army Corp of Engineers ("ACOE") with respect to the Land (collectively, "Water Permits"), Grantee shall (i) accept a partial transfer of the Water Permits applicable to the Land, (ii) comply with the Water Permits applicable to the Land, and (iii) work under the Water Permits with others who are entitled to work under the Water Permits applicable to the Land, and/or (iv) assist in closing out the Water Permits and establishing Water Permits in Grantee's own name.

Grantor shall have the right to assign its rights under these Restrictive Covenants to an assignee by an assignment recorded in the Public Records of St. Lucie County, Florida (such assignee being the "Assignee"). Upon such assignment, the Assignee shall have all rights of Grantor under these Restrictive Covenants and the Grantor shall no longer have such rights. After assignment of such rights to the Assignee, any waiver or amendment of these Restrictive Covenants shall require the written consent of the Assignee and not the Grantor.

**Tradition One, LLC**  
**4545 SW LONGBAY DR**  
**PALM CITY, FL 34990**  
**772-370-8119**

To Whom It May Concern:

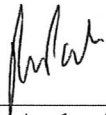
This letter authorizes Velcon Engineering & Surveying LLC. to act as agent for the purposes of obtaining permits and approvals from state and local government agencies for the property described by St Lucie County Property Appraiser website as:

Parcel ID: 4315-502-0005-000-5

Parcel ID: 4315-502-0006-000-2

If you have any questions, please call me at 772-370-8119.

Sincerely,



Rajesh Patel, Authorized Member

Date: 3-13-19.

State of: FLA  
County of: St Lucie

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 13th day of March, 2019, by Rajesh Patel, who ( ) is personally known to me, or (✓) has produced DL-P340-730-71-204-0 as identification.

NOTARY PUBLIC

Nedra S. Velasco

Name Printed: NEDRA S. VELASCO

State of Florida at-large

My Commission expires:

