

## Exhibit A

# Prima Vista Shops PUD

## 3<sup>rd</sup> Amendment

Project No. P22-349

## Exhibit A

May 9, 2023

	<u>Approval Date</u>	<u>Project No.</u>	<u>Ordinance No.</u>
<u>Base Approval</u>	<u>August 23, 2004</u>	<u>P04-093</u>	<u>04-101</u>
<u>Amendment #1</u>	<u>July 9, 2012</u>	<u>P12-046</u>	<u>12-31</u>
<u>Amendment #2</u>	<u>TBD</u>	<u>P22-349</u>	<u>TBD</u>

Underline is for addition  
~~Strike through~~ is for deletion  
Base document is approved  
PUD Amendment #1

# TABLE OF CONTENTS

## Prima Vista Shops PUD

<u>A</u>	<u>Summary of PUD Amendment No. 1 Revisions from Original PUD</u>
<del>A</del> <u>B</u>	Proposed Zoning District Regulations
<del>B</del> <u>C</u>	Warranty Deeds
<del>C</del>	<del>Unity of Title</del>
D	Letter of Authorization
E	Binding PUD Agreement
<u>F</u>	<u>Statement of Unified Control</u>
G	Conceptual Development Plan

# SECTION A

## Summary of PUD Amendment No. 1 and No. 2 Revisions from Original PUD

# Prima Vista Shops

## Summary of PUD Amendment No. 1 Revisions from Original PUD

### A. **Permitted Principal Uses and Structures**

Both the original PUD and the PUD Amendments allow all permitted uses as specified in the CG Zoning District.

### B. **Special Exception Uses**

The original PUD allowed all of the uses listed in the CG Zoning District as special exception uses following the review and specific approval thereof by the City Council except as follows:

1. Car wash
2. Automotive, boat, farm equipment or truck sales or repairs.
3. Automotive gasoline services or repairs, including oil lubrication business.
4. Restaurants with drive-through services.

The PUD amendments allow all of the uses listed in the CG Zoning District as special exception uses following the review and specific approval thereof by the City Council except as follows:

1. Car wash
2. Kennel, enclosed
3. Bars, lounges, and night clubs
4. Automotive, boat, fan-n equipment or truck sales
5. Automotive fuel services
6. Any use set forth in Subsection B: "Permitted Principal Uses and Structures" that include drive-through service.

C. **Accessory Uses.** No change

D. **Minimum Lot Requirements.** Eliminates the Conversion Area Manual requirement. Specifies that the property may be subdivided into a maximum of three (3) lots.

E. **Maximum Building Coverage.** No change.

F. **Maximum Building Height.** No change.

G. **Minimum Building Size and Minimum Living Area.** No change.

H. **Setback Requirements and Buffering.** No change.

I. **Off-Street Parking and Service Requirements.** No change.

- J. **Site Plan Review.** No change.
- K. **Vehicular and Pedestrian Access and Circulation.** Provides specific criteria for these items.
- L. **Signage.** No change except it is specified that there will not be a master sign program.
- M. **Native Habitat Preservation/Mitigation.** Specifies that trees will be preserved and mitigated in accordance with Landscape Code Section 153.16 Tree Protection and Mitigation and that no trees will be preserved on site.
- N. **Landscaping.** No change except that:
  - 1. Where a loading space (or area) is located in the rear of a building and the rear property line is buffered by a landscape wall from abutting right-of-way, no landscape strip is required between the loading space (or area) and the building.
  - 2. Following platting, perimeter landscape strips are not required between interior lot lines.
- O. **Stormwater Management.** No change. A statement is made that the operation and maintenance of the common elements of stormwater system will be the responsibility of the property owners association.
- P. **Citywide Design Standard.** No change except that “Horizontal and vertical building articulation will be achieved by varying wall offsets or other architectural features. Articulation is required to meet the intent of the City Design objections and must be approved by the Director of Planning and Zoning.”
- Q. **Unity of Title.** Specified that subdivision of the property shall be permitted and that the Unity of Title will terminate by City Council after the recording of a plat.

Summary of PUD Amendment No. 2 Revisions from Original PUD

- K. **Vehicular and Pedestrian Access and Circulation.** Adding a right-in-only driveway off Prima Vista Boulevard for access into the property.

SECTION ~~A~~B

Proposed Zoning District Regulations

# Proposed Zoning District Regulations

## Prima Vista Shops

The provisions of the General Commercial (CG) Zoning District as set forth in the City Code for the City of Port St. Lucie shall apply to this PUD, except as specifically provided otherwise hereinbelow. In the event of a conflict between the provisions of the General Commercial Zoning District set forth in the City Code for the City of Port St. Lucie and the regulations set forth in this PUD Application, then and in that event, the provision of this PUD Application shall supersede any such conflict with the provisions of the General Commercial Zoning District.

- A. **Permitted Principal Uses and Structures.** The following principal uses and structures are permitted:
- (1) Any retail, business, or personal service use (including repair of personal articles, furniture, and household appliances) conducted wholly within an enclosed building, where repair, processing, or fabrication of products is clearly incidental to and restricted to on-premises sales;
  - (2) Horticultural nursery, garden supply sales;
  - (3) Office for administrative, business, or professional use;
  - (4) Public facility or use;
  - (5) Restaurants;
  - (6) Retail sales of alcoholic beverages for incidental on and off premises consumption in accordance with Chapter 110;
  - (7) Park or playground or other public recreation;
  - (8) Motel, hotel, or motor lodge.
- B. **Special Exception Uses.** The following uses may be permitted only following the review and specific approval thereof by the City Council:
- (1) Apartment-type living quarters for the owner or manager of a business, and his immediate family, when such use is incidental to and designed as an integral part of the principal structure; provided, however, that only one (1) such residence may be approved for each business and required land area;
  - (2) Enclosed assembly area;
  - (3) Public utility facility, including water pumping plant, reservoir, and electrical substation, and sewage treatment plant;
  - (4) Semi-public facility or use;
  - (5) Catalog showrooms with more than twenty (20%) percent of gross floor

- area devoted to storage;
  - (6) Schools (private or parochial), meeting the requirements of the State
  - (7) Board of Education, or technical or vocational schools;
  - (8) Automobile, boat, farm equipment or truck sales-and repairs with repairs conducted entirely within an enclosed building;
  - (9) Automobile services or repairs, including oil lubrication businesses;
  - (10) Retail convenience stores;
  - (11) Hospitals, nursing, or convalescent homes;
  - (12) Pain management clinic.
  - (13) Recreational amusement facility.
- C. **Accessory Uses.** As set forth within section 158.217
- D. **Minimum Lot Requirements.** Twenty thousand (20,000) square feet and a minimum width of one hundred (100) feet. More than one (1) permitted, or special exception use may be located upon the lot as part of a totally-designed development. The property may be subdivided into a maximum of three (3) lots.
- E. **Maximum Building Coverage.** Forty (40%) percent, provided that the combined area coverage of all impervious surfaces shall not exceed eighty (80%) percent.
- F. **Maximum Building Height.** Thirty-five (35) feet, (See subsection 158.1 74(E) for height variations allowed through PUD zoning.)
- G. **Minimum Building Size and Minimum Living Area.** Commercial and office buildings shall have a minimum total gross floor area of one thousand two hundred (1,200) square feet. For automobile service stations: nine hundred (900) square feet. Apartment-type unit: Six hundred (600) square feet.
- H. **Setback Requirements and Buffering.**
- (1) Front Setback. Each lot shall have a front yard with a building setback line of twenty-five (25) feet.
  - (2) Side Setback. Each lot shall have two (2) side yards. each of which shall have a building setback line often (10) feet. A building setback line of twenty-five (25) feet shall be required when the yard adjoins a residential use or a public right-of-way.
  - (3) Rear Setback Each lot shall have a rear yard with a building setback line often (10) feet. A building rear setback line of twenty (20) feet shall be required when it abuts a residential use, public right-of-way or drainageway.
  - (4) Buffering. All mechanical equipment shall be screened from property zoned residential. This screening shall be designed as both a visual barrier and a



noise barrier. Buffering shall be provided in accordance with the landscaping requirements of subsection 153.04(G). Additional buffering may also be required if called for in the appropriate neighborhood plan.

I. **Off-Street Parking and Service Requirements.** As set forth in section 158.221.

J. **Site Plan Review.** All permitted and special exception uses shall be subject to the provisions of section 158.235 through 158.245.

K. **Vehicular and Pedestrian Access and Circulation.**

(1) Cross-access easements will provide access to Prima Vista Boulevard, Friar Street, and the abutting property to the east. Access shall be limited to Prima Vista Boulevard and Friar Street. There shall be no access from Billiar Avenue. ~~One~~ Two driveways ~~only each is~~ are permitted on Prima Vista Boulevard. The driveways on Prima Vista shall be a minimum of 250 feet from the nearest intersection measured from the property line abutting Friar to the centerline of the driveway. The driveway on Friar shall be as located on the PUD conceptual plan.

(2) A 5-foot wide concrete sidewalk shall be installed on the Friar Street and Billiar Avenue rights-of-way from the existing sidewalk on Prima Vista Boulevard. Pedestrian access shall be linked throughout the lots and to the Prima Vista Boulevard sidewalk. There will be no direct connection to the Billiar Avenue sidewalk from the site.

L. **Signage.** Signage will be in accordance with the Sign Code Section 155. Each lot will have its own signage. There will not be a master sign program.

M. **Native Habitat Preservation/Mitigation.** Trees will be preserved and mitigated in accordance with Landscape Code Section 153.16 Tree Protection and Mitigation. Prior to clearing, a contribution will be made to the Tree Preservation Fund for all trees requiring mitigation. No trees will be preserved on site.

N. **Landscaping.** The City of Port St. Lucie Landscaping Code Section 153 shall apply to the PUD except:

Where a loading space (or area) is located in the rear of a building and the rear property line is buffered by a landscape wall from the abutting right-of-way, no landscape strip is required between the loading space (or area) and the building.

Following platting, perimeter landscape strips are not required between interior lot lines.

- O. **Stormwater Management.** The stormwater system will meet all of the requirements of the City of Port St. Lucie and the South Florida Water Management District (SFWVID). A SFWMD General Permit will be required. The operation and maintenance of the common elements of stormwater system will be the responsibility of the property owner's association.
  
- P. **City wide Design Standard.** The City of Port St. Lucie Citywide Design Standards Manual shall be applicable in the PUD except as follows: Horizontal and vertical building articulation will be achieved by varying wall offsets or other architectural features. Articulation is required to meet the intent of the City Design objectives and must be approved by the Director of Planning and Zoning.
  
- Q. **Unity of Title.** Subdivision of the property shall be permitted provided the lots meet the minimum lot requirements of the CG zoning district of the City Code. The Unity of Title (recorded in OR Book 2867, Page 2277) will be terminated by City Council after the recording of a plat.

SECTION **BC**

Warranty Deeds

This Document Prepared By and Return to:  
Stephen Navaretta, Esq.  
Navaretta & Navaretta, P.A.  
1100 SW St. Lucie West Blvd., Ste. 203  
Port St. Lucie, FL 34986

Parcel ID Number: 3420-630-1105-000/7

### Warranty Deed

This Indenture, Made this 27th day of August, 2004 A.D. Between  
Larry W. Hice also known as Larry Hice and Helen G. Hice, husband and  
wife  
of the County of Alachua, State of Florida, grantors, and  
The Shoppes at Prima Vista, LLC, a Florida limited liability company  
whose address is: 1485 Bondsberry Court, Boca Raton, FL, Boca Raton, FL 33434  
of the County of Palm Beach, State of Florida, grantee.

Witnesseth that the GRANTORS, for and in consideration of the sum of  
-----TEN DOLLARS (\$10)----- DOLLARS,  
and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have  
granted, bargained and sold to the said GRANTEE and GRANTEES heirs, successors and assigns forever the following described land, situate,  
lying and being in the County of ST. LUCIE State of Florida to wit:

LOTS 1, 2, 3, 4, 5, 36, 37, 38, 39, 40 AND 41, Block 115, Port St. Lucie  
Section Twenty Seven, according to the Plat thereof, recorded in Plat  
Book 14, page 5, Public Records of St. Lucie County, Florida.

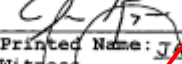
Subject to restrictions, reservations and easements of record, if  
any, and taxes subsequent to December 31, 2003.


COPY

\* Doc Assump: \$ 0.00  
\* Doc Tax : \$ 6,004.00  
\* Int Tax : \$ 0.00

and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.  
In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

  
Printed Name: JACK KRIEGER  
Witness


  
Larry W. Hice also known as Larry  
Hice (Seal)  
P.O. Address: 7910 SW 103 Avenue, Gainesville, FL 32608

  
Printed Name: S. NAVARETTA  
Witness

  
Helen G. Hice (Seal)  
P.O. Address: 7910 SW 103 Avenue, Gainesville, FL 32608

STATE OF Florida  
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 27th day of August, 2004 by  
Larry W. Hice also known as Larry Hice and Helen G. Hice, husband and  
wife  
who are personally known to me or who have produced their Florida driver's license as identification.

 S. Navaretta  
My Commission D0224076  
Expires July 21, 2007

Printed Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

This Document Prepared By and Return to:  
Stephan Navaretta, Esq.  
Navaretta & Navaretta, P.A.  
1100 SW St. Lucie West Blvd., Ste. 203  
Port St. Lucie, FL 34986

Parcel ID Number:

### Warranty Deed

This Indenture, Made this 27th day of August 2004 A.D. Between  
Prima Vista Properties, LLC, a Connecticut limited liability company  
of the County of New Haven, State of Connecticut, grantor, and  
The Shoppes at Prima Vista, LLC, a Florida limited liability company  
whose address is: 485-Bondsberry Court, Boca Raton, FL 33434  
of the County of Palm Beach, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of  
-----TEN DOLLARS (\$10)----- DOLLARS,  
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has  
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,  
lying and being in the County of State of Florida to wit:

Lots 34 and 35, Block 115, Port St. Lucie Section Twenty-Seven  
according to the Plat thereof, recorded in Plat Book 14, page 05 of  
the Public Records of St. Lucie County, Florida.

Subject to restrictions, reservations and easements of record, if  
any, and taxes subsequent to December 31, 2003.

\* Doc Assump: \$ 0.00  
\* Doc Tax : \$ 764.40  
\* Int Tax : \$ 0.00

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

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

Signed, sealed and delivered in our presence:

Prima Vista Properties, LLC, a  
Connecticut limited liability  
company

Printed Name: S. NAVARETTA  
Witness

By: (Seal)

Mark Engengro, Sr.  
Member Manager  
P.O. Address: 3814 Whiskey Avenue, Bridgeport, Ste. 1  
Hamden, CT 06518

Printed Name: Maria A. Casabona  
Witness

STATE OF Connecticut  
COUNTY OF New Haven

The foregoing instrument was acknowledged before me this 27th day of August, 2004 by  
Mark Engengro, Sr., Member Manager of Prima Vista Properties, LLC, a  
Connecticut limited liability company  
he is personally known to me or he has produced his Florida driver's license as identification.

Printed Name: Maria A. Casabona  
Notary Public

Official Notary Seal  
MARIA A. CASABONA  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. DD107517  
MY COMMISSION EXPIRES APR 9, 2006

3 of 5

Prepared by and return to:  
James Schwartz  
Attorney at Law  
Sure Title  
235 N. Garden Ave  
Clearwater, FL 33755  
727-443-5300  
File Number: 12-10003

Parcel Identification No. 3420-630-1105-000-7; 3420-630-1106-000-4; 3420-630-1107-000-1; 3420-630-1138-000-7;  
3420-630-1139-000-4; 3420-630-1140-000-4; 3420-630-1141-000-1; 3420-630-1142-000-8; 3420-630-1143-000-5; and  
3420-630-1145-000-9

[Space Above This Line For Recording Data]

\$800,000.00

## Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

**This Indenture** made this 19th day of March, 2013 between **The Shoppes at Prima Vista, LLC, a Florida limited liability company** whose post office address is 7485 Bondsberry Ct., Boca Raton, FL 33434 of the County of Palm Beach, State of Florida, grantor\*, and **CSC Properties, LLC, a Florida limited liability company** whose post office address is 4592 Ulmerton Road, Suite 102, Clearwater, FL 33762 of the County of Pinellas, State of Florida, grantee\*.

**Witnesseth** that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Saint Lucie County, Florida, to-wit:

Lots 1, 2, 3, 4, 5, 34, 35, 36, 37, 38, 39, 40 and 41, Block 115, Port St. Lucie Section Twenty-Seven, according to the map or plat thereof as recorded in Plat Book 14, Page 5, 5A through 5I, Public Records of St. Lucie County, Florida.

Also known as the Plat of Prima Vista Commercial Center, according to the map or plat thereof as recorded in Plat Book 67, Page(s) 29, Public Records of St. Lucie County, Florida.

This is not the homestead property of said Grantor(s).

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

\* "Grantor" and "Grantee" are used for singular or plural, as context requires.

**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:

The Shoppes at Prima Vista, LLC, a Florida limited liability company

By:   
Leonard Meyers, MGRM

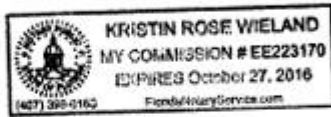
Witness Name:   
MARIA E. ALUJA

Witness Name:   
MARIA E. ALUJA

State of Florida  
County of Palm Beach

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 2013 by Leonard Meyers, MGRM of The Shoppes at Prima Vista, LLC, a Florida limited liability company, on behalf of said firm. He/she  is personally known or  has produced a driver's license as identification.

[Notary Seal]



Kristin Rose Wieland  
Notary Public

Printed Name: Kristin Rose Wieland

My Commission Expires: Oct. 27, 2016

~~SECTION C~~

~~UNITY OF TITLE~~



This instrument was prepared by:  
Pam Hakim, Assistant City Attorney  
City of Port St. Lucie  
21 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984  
3420-630-1105-000/7; 3420-630-1106-000/4; 3420-630-1107-000/4;  
3420-630-1138-000/7; 3420-630-1139-000/4; 3420-630-1140-000/4;  
3420-630-1141-000/1; 3420-630-1142-000/8; 3420-630-1143-000/5 and 3420-630-1145-000/9  
P07-018

**UNITY OF TITLE**

In consideration of the issuance of a Permit to **THE SHOPPES AT PRIMA VISTA, LLC**, a Florida limited liability company, as "Owner" in Port St. Lucie, Florida, and for other good and valuable considerations, the undersigned hereby agrees to restrict the use of lands described as follows, to-wit:

Lots 1 through 5 and 34 through 41, Block 115, Port St. Lucie Section Twenty-Seven, according to the plat thereof, as recorded in Plat Book 14, pages 5, 5A through 5I, of the Public Records of St. Lucie County, Florida.

in the following manner:

1. That said property shall be considered as one plot and parcel of land and that no portion of said plot and parcel of land shall be sold, transferred, devised, or assigned separately except in its entirety as one plot or parcel of land.
2. The undersigned further agrees that this condition, restriction and limitation shall be deemed a covenant running with the land, and shall remain in full force and effect, and be binding upon the undersigned, their heirs, successors and/or assigns until such time as the same may be released in writing by the City Council.
3. The undersigned further agrees that this instrument shall be recorded in the Public Records of St. Lucie County.

Signed, sealed, and acknowledged on the 3rd day of August, 2007, in ~~at~~ New Haven County, Connecticut.

**THE SHOPPES AT PRIMA VISTA, LLC**  
a Florida limited liability company

By: [Signature]

[Signature]  
Witness  
(Print Name): Carol De Voe

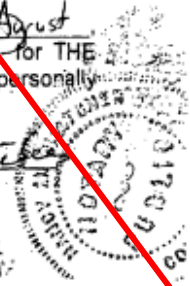
[Signature]  
Witness  
(Print Name): Nancy M Thatcher

STATE OF Connecticut  
COUNTY OF New Haven

The foregoing instrument was acknowledged before me this 3rd day of August, 2007, by Kenneth S Grubers as manager for THE SHOPPES AT PRIMA VISTA, LLC, a Florida limited liability company, who  is personally known to me, or  produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public

**Nancy M. Thatcher**  
Notary Public  
New Haven County, CT.  
My Commission Expires \_\_\_\_\_



This instrument was prepared by:  
Pam Booker, Senior Assistant City Attorney  
City of Port St. Lucie  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT  
SAINT LUCIE COUNTY  
FILE # 3756150 10/10/2012 at 11:07 AM  
OR BOOK 3440 PAGE 2939 - 2940 Doc Type: REL  
RECORDING: \$18.50

#### RELEASE OF UNITY OF TITLE

This Release of Unity of Title, is made this 27 day of September, 2012, by the CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipal corporation and THE SHOPPES AT PRIMAVISTA, LLC, a Florida limited liability company as owner of Lots 1, 2, 3, 4, 5, 34, 35, 36, 37, 38, 39, 40 and 41, Block 115, Port St. Lucie Section 27, according to the plat thereof, as recorded in Plat Book 14, Pages 5, 5A through 5I of the Public Records of St. Lucie County, Florida.

**WHEREAS**, on or about August 20, 2007, The Shoppes at Primavista, LLC, as Owner of Lots 1, 2, 3, 4, 5, 34, 35, 36, 37, 38, 39, 40 and 41, Block 115, Port St. Lucie Section 27, according to the Plat thereof, as recorded in Plat Book 14, Page 7, of the Public Records of St. Lucie County, Florida, caused a Unity of Title to be recorded for the aforementioned lots, and;

**WHEREAS**, the Unity of Title requires the development of 1, 2, 3, 4, 5, 34, 35, 36, 37, 38, 39, 40 and 41, Block 115, Port St. Lucie Section 27, as one parcel of land and it binds the heirs and assigns of the property until released in writing by the City Council, and;

**WHEREAS**, on or about August 1, 2012, the property Owner applied for a Subdivision Plat Application for the creation of a Family Dollar Store, and;

**WHEREAS**, on or about September 24, 2012, the City Council via Resolution 12-R \_\_\_\_\_, approved the Re-plat of Lots 1 through 5 and Lots 34 through 41, Block 115, Port St. Lucie Section 27, and;

**WHEREAS**, the Re-plat of the entire project subsequent to the Unity of Title supersedes the Unity of Title, thus the Unity of Title should be released, and;

**WHEREAS**, the Owner is requesting that the City Council release the Unity of Title on the property so that the Lots may be developed and sold independently of each other.

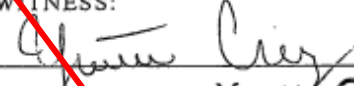
**NOW, THEREFORE**, the City of Port St. Lucie hereby releases the above mentioned Unity of Title for Lots 1, 2, 3, 4, 5, 6, 7, 22, 23, 24, 25, 26, 27 and 28, Block 1497, Port St. Lucie Section 16, as follows:

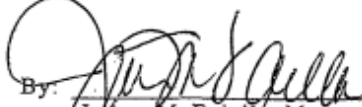
1. The Unity of Title for Lots 1, 2, 3, 4, 5, 34, 35, 36, 37, 38, 39, 40 and 41, Block 115, Port St. Lucie Section 27, is hereby released, the tracts as replatted may be developed independently in accordance with the rules and regulations of the City of Port St. Lucie.

2. This Release of Unity of Title shall become effective upon its recordation in the Public Records of St. Lucie County, Florida.

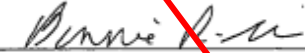
CITY OF PORT ST. LUCIE  
a Florida municipal corporation

WITNESS:

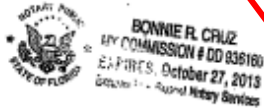
  
\_\_\_\_\_  
(Print Name) **Yvette Cruz**

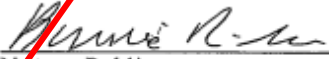
By:   
\_\_\_\_\_  
JoAnn M. Faiella, Mayor

WITNESS:

  
\_\_\_\_\_  
(Print Name) **Bonnie R. Cruz**  
STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument as acknowledged before me this 27 day of Sept, 2012, by JOANN M. FAIELLA as Mayor of the City of Port St. Lucie, on behalf of the City, who is personally known to me.



  
\_\_\_\_\_  
Notary Public



## SECTION D

### Letter of Authorization

LETTER OF AUTHORIZATION

To Whom It May Concern:

This letter does hereby authorize RDP 17 LLC to act as our agent for and with all regulatory agencies, departments, and their personnel for the City of Port St. Lucie, St. Lucie County, Florida Department of Economic Opportunity, Florida Department of Transportation, South Florida Water Management District, Florida Department of Environmental Protection, US Army Corps of Engineers, and any other regulatory agencies or utility providers in an effort to receive all approvals necessary for permitting and developing the proposed commercial project on an approximately .92 acres, m.o.l. tract that is generally located on the north side of Prima Vista Blvd approximately 420' east of Friar Street, lot 3 of the Prima Vista Commercial Center Plat in the City of Port St. Lucie, St. Lucie County, Florida. In addition, I authorize the above-listed agent to bind me, or my corporation, to perform any requirements which may be necessary to procure these permits or authorizations.

Parcel ID Number(s):	Site Acreage	Street Address (if assigned):
3429-603-0002-000-1	0.92	NW Prima Vista Blvd

Property Owner:

Signature: [Signature]  
 Name: ROGERS HAYDON  
 Title: ITS MANAGER  
 CSC Properties, LLC  
 5795 Ulmerton Road Ste 200  
 Clearwater, FL 33760

STATE OF FLORIDA  
 COUNTY OF PINELLAS

On this the 5th day of DEC 2022 before me, the undersigned Notary Public of the State of FLORIDA, personally appeared ROGERS HAYDON and whose name ~~is~~ is subscribed to the within instrument, and acknowledge that he/~~she~~they executed it. The individual~~s~~ is X personally known to me, or     presented the following identification:

\_\_\_\_\_

WITNESS MY HAND AND SEAL:

NOTARY SEAL & COMMISSION EXPIRATION: OCTOBER 24, 2023

Annette Jacoby  
 NOTARY SIGNATURE



## SECTION E

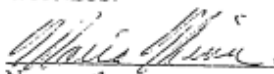
### Binding PUD Agreement

BINDING PUD AGREEMENT

The property, as described on Exhibit A hereto, is under the unified control of the undersigned petitioner who agrees to (1) proceed with the proposed development of the property according to the provisions of the Port St. Lucie PUD Zoning Regulations and (2) provide for such agreements, contracts, deed restrictions and sureties as are appropriate and acceptable to the City of Port St. Lucie for the completion of the development of the property in accordance with the PUD plan approved by the City. In addition, the petitioner shall be responsible for the continuing operations and maintenance of the property and improvements until such time as the property is subdivided. When subdivided an appropriate declaration shall be recorded in the public records of St. Lucie County, Florida. The declaration shall provide for operations and maintenance, neither of which shall be provided or maintained at public expense. The petitioner further agrees to bind its successors in title to this Agreement.

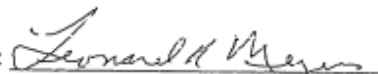
IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 17 day of May, 2012.

WITNESS:

  
Name: MARIA E. MINOR

  
Name: MARTHA SCHERMAN

PETITIONER:  
SHOPPES AT PRIMA VISTA, LLC

By:   
Leonard Meyers  
Manager

**EXHIBIT 'A'**

**PRIMA VISTA SHOPS**

**LEGAL DESCRIPTION**

LOTS 1, 2, 3, 4, 5, 34, 35, 36, 37, 38, 39, 40, & 41, BLOCK 115, PORT ST. LUCIE  
SECTION TWENTY-SEVEN, ACCORDING TO THE PLAT THEREOF, AS  
RECORDED IN PLAT BOOK 14, PAGES 5, 5A-5I, OF THE PUBLIC RECORDS OF  
ST. LUCIE COUNTY, FLORIDA.

SECTION 29, TOWNSHIP 36 SOUTH, RANGE 40 EAST

PARCEL CONTROL NUMBERS:

LOT 1	342063011050007
LOT 2	342063011060004
LOTS 3, 4, & 5	342063011070001
LOT 34	342063011380007
LOT 35	342063011390004
LOT 36	342063011400004
LOT 37	342063011410001
LOT 38	342063011420008
LOTS 39 & 40	342063011430005
LOT 41	342063011450009

FILE: 12-1293 ld.DOC



CITY OF PORT ST. LUCIE  
BINDING PLANNED UNIT DEVELOPMENT (PUD) AGREEMENT

Project Name: Prima Vista Commercial Center

Legal Description: All of the Property within Prima Vista Commercial Center Plat No. 2, according to the Plat thereof, recorded in Plat Book 68, Page 37, of the Public Records of St. Lucie County, Florida

I HEREBY DECLARE THAT, the Property legally described above and being a part of Prima Vista Commercial Center is under unified control and I hereby agree to proceed with the proposed PUD development according to the provisions of the City of Port St. Lucie zoning regulations and conditions as may be attached to the zoning of the land to PUD, including, but not limited to, the original Binding PUD Agreement dated May 17, 2012, which remains in effect. In addition, I will provide agreements, contracts, deed restrictions and such relevant securities as may be required by the City for completion of the development according to the design parameters approved, and also agree to provide continuing operation and maintenance of such areas, functions, and facilities as are not to be provided, operated or maintained at public expense. In addition, I agree to bind all successors in title to any commitments made hereunder in this paragraph.

Sworn to and subscribed before me this 3<sup>rd</sup> day of May, 2023.

Prima Vista Commercial Center Property Owner's  
Association, Inc, a Florida Not-For-Profit  
corporation

By: \_\_\_\_\_  
Rogers K. Haydon, Jr., President

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] on-line notarization, this 3<sup>RD</sup> day of May, 2023, by Rogers K. Haydon, Jr., as President of Prima Vista Commercial Center property Owners Association, Inc., a Florida Not-For-Profit corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 3<sup>RD</sup> day of May 2023.



Annette Jacoby  
Notary Public – signature

ANNETTE JACOBY  
Public - printed name

My Commission expires: OCTOBER 24, 2023

\*\*\*\*\*FOR STAFF USE ONLY\*\*\*\*\*

Date Received: \_\_\_\_\_  
Planning Dept No: \_\_\_\_\_  
Ordinance Number: \_\_\_\_\_  
Date Checked: \_\_\_\_\_

## SECTION F

### Statement of Unified Control

Prima Vista Commercial Center  
Property Owners Association, Inc.

Corporate Office  
5795 Ulmerton Road  
Clearwater, FL 33760  
Tel: 727-446-3444  
Fax: 727-346-1253

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Statement of Unified Control

April 5, 2023

Ms. Patricia Tobin, Director of Planning and Zoning City  
of Port St. Lucie  
121 S.W. Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

Re: Prima Vista Commercial Center Property Owners Association, Inc. Statement of Unified  
Control

Ms. Tobin:

Please consider this letter to be the Statement of Unified Control in compliance with the City of Port St. Lucie zoning requirement. Prima Vista Commercial Center Property Owners Association, Inc., a Florida Not-For-Profit corporation, has unified control according to the Amended and Restated Declaration Of Covenants, Conditions, Restrictions and Easements for Prima Vista Commercial Center dated August 23, 2013 and recorded in Official Records Book 3568, at Page 2707, of the Public Records of St. Lucie County, Florida on October 10, 2013 with regard to the following properties located in the City of Port St. Lucie, St. Lucie County, Florida, which are legally described as follows:

All of the Property within Prima Vista Commercial Center Plat No. 2, according to the Plat thereof, recorded in Plat Book 68, Page 37, of the Public Records of St. Lucie County, Florida

If you should need anything further regarding this Statement of Unified Control, please do not hesitate to contact me at 727-446-3444.


Very truly yours,

PRIMA VISTA COMMERCIAL CENTER PARK PROPERTY OWNER'S ASSOCIATION, INC.

By:   
Roger K. Haydon, Jr., President

State of Florida  
County of Pinellas

Subscribed and sworn to before me this 6TH day of April, 2023.

  
\_\_\_\_\_  
Signature of Notary Public  
Commissioned State of Florida



# SECTION G

## Conceptual Development Plan



