

This Instrument Prepared By,
Record and Return to:
David B. Norris, Esq.
Cohen, Norris, et al.
712 U.S. Highway One, Suite 400
North Palm Beach, Florida 33408

DECLARATION OF RESTRICTIVE COVENANT AGREEMENT

THIS DECLARATION OF RESTRICTIVE COVENANT AGREEMENT (“Agreement”) made this _____ day of _____, 2022, by **CHENEY BROS., INC.**, a Florida corporation, hereinafter referred to as “CBI” provides as follows:

WHEREAS, CBI is the owner of that certain real property located in St. Lucie County, Florida, more particularly described in Exhibit “A” attached hereto (the “Property”), and

WHEREAS, CBI is in the process of developing on the Property; and

WHEREAS, the development of the Property shall include artwork (“Artwork”) pursuant to Chapter 162, Art in Public Places, in accordance to the city of Port St. Lucie (“City”) Code of Ordinances; and

WHEREAS, The City requires this Agreement.

NOW, THEREFORE, in consideration of the covenants set forth herein and other valuable consideration, the receipt of which is hereby acknowledged, CBI agrees as follows:

1. **Recitals.** The recitals stated herein are true and correct and incorporated herein.
2. **Artwork, Restrictive Covenant Running with the Land.** The Artwork which is the subject of this Agreement is as depicted on Exhibit “B” and located as shown on Exhibit “C”. CBI establishes, declares and prescribes that the Property shall be owned, held, transferred and conveyed subject to this restrictive covenant which shall apply to and be a covenant running with the Property. CBI, its successors and assigns, as owner of the Property or any part thereof, including any mortgagee and any purchaser at a judicial sale hereby covenants and agrees to comply with and be bound by the restrictive covenant in Paragraph 3 below.
3. **Maintenance of Artwork.** The owner of the Property shall be responsible for maintenance of the Artwork in good condition at all times, as determined by the City of Port St. Lucie. The owner of the Property shall be responsible for ensuring that the public’s view of the Artwork is maintained and that no vegetation or additional construction obstructs the public’s view. Maintenance includes any associated landscaping or related improvements. Retention and maintenance of the Artwork on the Property shall at all times be in compliance with Chapter 162, Art in Public Places, of the City of Port St. Lucie Code of Ordinances.

4. **Enforcement.** This restrictive covenant shall be enforceable by legal and equitable means by CBI, its successors and/or assigns, and by the City of Port St. Lucie, Florida.

5. **Modification and Amendment.** This restrictive covenant may only be amended or released by a written instrument executed by CBI and the City of Port St. Lucie, Florida and recorded in the Public Records of St. Lucie County, Florida.

IN WITNESS WHEREOF, this Agreement is dated on the day, month, and year first above written.

WITNESSES:

CHENEY BROS., INC., a Florida Corporation

Printed Name:_____

By:_____
Michael Sullivan, CFO

Printed Name:_____

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ of _____, 2022, by Michael Sullivan as CFO of Cheney Bros., Inc., a Florida corporation, who is personally known to me or who has produced _____ as identification.

(SEAL)

Notary Public, State of Florida
My Commission Expires

EXHIBIT "A"

Legal Description

Tract A of Southern Grove Plat No. 38, as recorded in Plat Book 100, Page 13 of the Public Records of St. Lucie County, Florida.


EXHIBIT “B”

EXHIBIT “C”

Material: Corten Steel
Size: Varies (See Below)

62" Wide

60" Wide



40" Wide

[illegible]

Lot 5
SOUTHERN GROVE PLAT NO
35 PLAT BOOK 95, PAGE 37

Lot 4
SOUTHERN GROVE PLAT NO.
35 PLAT BOOK 95, PAGE 37

50' Drainage Easement - 3
P.B.95, PG. 37

**Future
Development
Parcel
9.28 Ac.**

**Future
Expansion
120,300 Sf +/-**

Distribution Center
+/- 354,300 Sf
F.F.E.:32.5'
Height: 47'

WMT-1
SOUTHERN GROVE
PLAT NO. 33 PLAT
BOOK 91, PAGE 32

INTERSTATE 95

Canal Expansion Area

WMT-1
HERN GROVE PLAT NO.38

Lot 1
SOUTHERN GROVE PLAT NO.
33 PLAT BOOK 91, PAGE 32

WMT-1
SOUTHERN GROVE
PLAT NO. 33 PLAT
BOOK 91, PAGE 32



T 772.678.7200
F 772.678.7201

www.hjadesignstudio.com
LA 0000905

Florida

Cheney Brother's

City of Port Saint Lucie
Public Art Location

Copyright
The following drawings are instruments of service to the Landscape Architect. They are not products of design. All ideas, designs, arrangements, and plans indicated and represented by this drawing are owned by and the property of the designer, and were created, evolved, and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements, or plans shall be used by or disclosed to any person, firm, or corporation for any purpose whatsoever without the written permission of the designer.

Job No. 2020-03
 Drawn By EB
 Checked By MH
 Approved By MH
 Submittal Dates 10/20/22

Revision Dates _____

EX-1

Project Number P21-279 A-1
PSLUSD Project Number 5382

Scale: 1" = 100'



North

