

RESTRICTIVE COVENANT

(Grantee owns building, leases land.)

THIS RESTRICTIVE COVENANT is hereby entered into this _____ day of _____, 20_____, by **City of Gainesville**, hereinafter referred to as "the Land Owner"; **Cade Museum Foundation, Inc.**, hereinafter referred to as "the Grantee;" and the State of Florida, Department of State, Division of Cultural Affairs, hereinafter referred to as the "Division".

WHEREAS, the Land Owner is the fee simple title holder of the land located at **811 S. Main Street, Gainesville, FL 32601**. A legal description of the subject property is attached as Exhibit A and is made a part of this covenant.

WHEREAS, the Grantee is the lessee of the land for **75 years**, but owns or will own the building(s) used or to be used as a cultural facility. "Facility" refers herein to the building(s) and associated land to be used as the "cultural facility," as defined herein.

WHEREAS, the Grantee has been approved to receive a Cultural Facilities Grant in the amount of **\$500,000**, to be administered by the Division and used only for the acquisition, renovation, and construction of the cultural facility as required by Section 265.701(1), Florida Statutes.

WHEREAS, the Division has authority under Section 265.701(4), Florida Statutes, to require the recordation of this restrictive covenant to ensure that the facility will be used as cultural facility, as defined herein, for at least ten (10) years following execution of the grant award agreement.

NOW THEREFORE, in partial consideration for the Cultural Facilities Grant and in accordance with Section 265.701(4), Florida Statutes, the Parties agree to the following:

- 1.) This restrictive covenant shall run with the title to the facility and the associated land, shall encumber them, and shall be binding upon the Grantee, the Land Owner, and their successors in interest for the period of (10) ten years following execution of the grant award agreement.
- 2.) The grant award shall only be expended for:

Project Title: "Cade Museum: Creativity Lab and Fab Lab" (17-9-300-568)

3.) For the required duration of this covenant, the Parties agree that the Grantee shall own all improvements to the facility and to the associated land, funded in whole or in part by grant funds

4.) The Division has the right to inspect the facility and the associated land at all reasonable times to determine whether the conditions of the agreement and this covenant are being complied with.

5.) The facility shall be maintained as a "cultural facility," defined as a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the cultural disciplines, such as: music, dance, theatre, creative writing, literature, painting, sculpture, folks arts, photography, crafts, media arts, and historical and science museums."

6.) This restrictive covenant will be violated if the Grantee, the Land Owner, or their successors in interest do not use or cease to use the facility as a cultural facility, as defined herein, within ten (10) years following execution of the grant award agreement as required by Section 265.701(4), Florida Statutes. If the Grantee violates this restrictive covenant, it shall repay the grant funds to the Division pursuant to the amortization schedule set forth below:

a. If the violation occurs within five (5) years following the execution of the grant award agreement, 100% of the grant amount;

b. If the violation occurs more than five (5) but less than six (6) years following execution of the grant award agreement, 80% of the grant amount;

c. If the violation occurs more than six (6) but less than seven (7) years following execution of the grant award agreement, 65% of the grant amount;

d. If the violation occurs more than seven (7) but less than eight (8) years following execution of the grant award agreement, 50% of the grant amount;

e. If the violation occurs more than eight (8) but less than nine (9) years following execution of the grant award agreement, 35% of the grant amount; and

f. If the violation occurs more than nine (9) but less than ten (10) years following execution of the grant award agreement, 20% of the grant amount.

This obligation to repay the grant is not enforceable against the Land Owner (City of Gainesville), or the real property being improved by the grant.

7.) Any amount due from the Grantee as a result of a violation of this restrictive covenant shall be due in full within 90 days of the violation, or some other period of time as agreed upon by the Parties.

8.) If the entire amount due under the paragraph (6) is not repaid by the Grantee within the time allotted, the Parties agree that the Division may obtain a stipulated judgment against the Grantee for the amount due plus interest at the current legal rate, and record it in the public records of the county where the property is located. The Parties further agree that such a judgment shall be a stipulated judgment by virtue of full execution of this restrictive covenant; that it shall not require further approval of the Grantee or the Land Owner to obtain; and that no trial or hearing shall be necessary to make such a stipulated judgment legally effective. Such a stipulated judgment, when recorded, shall be considered a valid lien upon the Grantee's interest in the facility and the leased land, including improvements to the facility and the land, funded in whole or in part by grant funds.

9.) As a condition to receipt of grant funds, the Grantee shall:

- a. Record this covenant in the public records with the Clerk of the Circuit Court of **Alachua** County, Florida;
- b. Pay all fees associated with its recording; and
- c. Provide certified copy of the recorded covenant to the Division and to the Land Owner.

10.) The Parties agree that the Division shall incur no tax liability as a result of this covenant.

IN WITNESS WHEREOF, the Grantee and the Land Owner hereby affirm that they have read this restrictive covenant; that they understand and agree to its terms; and that they hereby affix their signatures accordingly.

WITNESSES:

PARTIES:

For the Cade Museum Foundation, Inc.:

Phoebe Cade Miles
Phoebe Cade Miles, CEO and President
Cade Museum Foundation, Inc.

Phoebe Cade Miles
NAME(print)

Jimmy Highsmith
First Witness Signature

Jimmy Highsmith
First Witness Name (print)

Douglas O. Needle
Second Witness Signature

Douglas O. Needle
Second Witness Name (print)

Cade Museum Foundation, Inc.
904 South Main Street
Gainesville, FL 32601

The State of Florida
County of Alachua

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

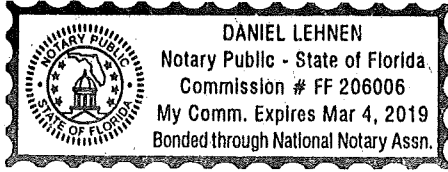
Phoebe Cade Miles personally

appeared as CEO/President for Cade Museum Foundation
(Name) (Position) (Name of Qualifying Entity)

known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced Drivers License

Executed and sealed by me at Alachua County, Florida
on 11/02/2016.



Notary Public in and for
The State of Florida

My commission expires: 03/04/2019

[SEAL]

For the City of Gainesville:

SIGNATURE

NAME (Print) TITLE

First Witness Signature

First Witness Name (print)

Second Witness Signature

Second Witness Name (print)

LAND OWNER ADDRESS

City

State

Zip

The State of Florida
County of _____

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

_____ personally
(Name)

appeared as _____ for _____
(Position) (Name of Qualifying Entity)

known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at _____, Florida on _____

Notary Public in and for

The State of _____

[SEAL]

My commission expires: _____

For the Division of Cultural Affairs:

		R.A. Gray Building 500 S. Bronough Street Tallahassee, Florida 32399
Name	Title	

First Witness Signature	First Witness Name (Print)

Second Witness Signature	Second Witness Name (print)

The State of Florida County of _____

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

_____ personally
(Name)

appeared as _____ for the Florida Department of State, Division of
(Position)

Cultural Affairs known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at _____, Florida on _____

Notary Public in and for

The State of _____

[SEAL]

My commission expires: _____