

**RESTRICTIVE COVENANT**

(Grantee leases land and building from Govt. Entity.)

THIS RESTRICTIVE COVENANT is hereby entered into this 21<sup>st</sup> day of July, 2021, by City of Clearwater, hereinafter referred to as the "Owner"; Ruth Eckerd Hall, Inc., hereinafter referred to as the "Grantee;" and the State of Florida, Department of State, Division of Arts and Culture, hereinafter referred to as the "Division".

WHEREAS, the Owner is the fee simple title holder of the building(s) and the underlying land located at 1111 McMullen Booth Road, Clearwater, Florida 33759-3219. A legal description of the subject property is attached as Exhibit A and made a part of this covenant.

WHEREAS, the Grantee leases the building(s) and underlying land from the Owner from July 1, 2015 to July 1, 2031. "Facility" is used herein to refer to the building(s) and the associated land that will be used as a "cultural facility," as defined herein.

WHEREAS, the Grantee has been approved to receive a Cultural Facilities Grant in the amount of \$250,000, to be administered by the Division and used only for the acquisition, renovation, and construction of the cultural facility in accordance with 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 (10) ten years following the 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 hereby agree to the following:

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

**Project Title: Ruth Eckerd Hall 2022 Appropriation – Line Item (22.c.cf.900.848)**

3.) The Parties agree that for the required duration of this covenant, all improvements to the facility and the associated land, funded in whole or part by grant funds shall be owned by the Owner.

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 grant award 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 Owner, or their successors in interest do not use or cease to use the facility as a cultural facility, as defined herein, and as required by Section 265.701(4), F.S., within ten (10) years following the execution of the grant award agreement. If the Grantee violates this restrictive covenant, it shall repay the grant funds to 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.

7.) The amount due as a result of Grantee's 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 facility 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 to obtain; and that no trial or hearing shall be necessary to make such a stipulated judgment legally effective. The Division shall have the right to enforce the stipulated judgment by resorting to any legal or equitable available remedy including an action for specific performance.

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

a. Record this covenant in the public records with the Clerk of the Circuit Court of **Pinellas** County, Florida;

b. Pay all fees associated with its recording; and

c. Provide a certified copy of the recorded covenant to the Division and to the 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 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:**

Sarah C. Prout  
First Witness Signature

Sarah C. Prout  
First Witness Name (print)

Lisa Gavaghan  
Second Witness Signature

Lisa Gavaghan  
Second Witness Name (print)

**PARTIES:**

Susan M. Crockett, CEO  
GRANTEE SIGNATURE

Susan M Crockett  
GRANTEE NAME (print)

1111 McMullen Booth Rd.  
GRANTEE ADDRESS

Clearwater FL 33759  
City State Zip

The State of Florida County of PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this day of, 7/21/21, by

SUSAN CROCKETT personally  
(Name)

appeared as CEO + PRES. for RUTH ECKARD HALL, INC  
(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 N/A

Executed and sealed by me at CLEARWATER, Florida on 7/21/21

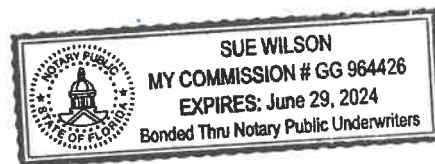
Notary Public in and for

The State of FLORIDA

My commission expires: 6/29/24

[SEAL]

Sue Wilson



First Witness Signature

OWNER SIGNATURE

First Witness Name (print)

OWNER NAME (print)

Second Witness Signature

OWNER ADDRESS

Witness Name (print)

City

State

Zip

The State of Florida County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this day of, \_\_\_\_\_, by

\_\_\_\_\_ 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 \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

For the Division of Arts and Culture:

R.A. Gray Building  
500 S. Bronough St.  
Tallahassee, Florida 32303

Sandy Shaughnessy, Director

First Witness Signature

First Witness Name (Print)

Second Witness Signature

Second Witness Name (Print)

The State of Florida County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this day of, \_\_\_\_\_, by

\_\_\_\_\_ personally  
(Name)

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

Arts and Culture 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 \_\_\_\_\_

My Commission expires: \_\_\_\_\_

[SEAL]

This document was prepared by the following individual:

Teri R. Abstein  
R. A. Gray Building  
500 South Bronough Street  
Tallahassee, FL 32399-0250

Restrictive Covenant  
Ruth Eckerd Hall, Inc. and City of Clearwater

Countersigned:

CITY OF CLEARWATER, FLORIDA

\_\_\_\_\_  
Frank V. Hibbard  
Mayor

By: \_\_\_\_\_  
William B. Horne II  
City Manager

Approved as to form:

Attest:

\_\_\_\_\_  
Owen Kohler  
Assistant City Attorney

\_\_\_\_\_  
Rosemarie Call  
City Clerk