

RESTRICTIVE COVENANT

(Grantee and Govt. Entity in partnership; Govt. Entity owns land and building.)

THIS RESTRICTIVE COVENANT is hereby entered into this _____ day of _____, 20____, by **City of Jacksonville**, hereinafter referred to as the "Owner"; **Mandarin Museum & Historical Society**, 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 Owner is the fee simple title holder of the building(s) and the underlying land located at **11964 Mandarin Rd., Jacksonville, Florida, 32223**. A legal description of the subject property is attached as Exhibit A and made a part of this covenant.

WHEREAS, the Grantee is in partnership with the Owner and has use of the building(s) and underlying land from the Owner from **Management Agreement Dates**. "Facility" must be 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 **\$92,063**, 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: Mandarin Museum Building Expansion (20.c.cf.200.432)

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 Duval 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:

PARTIES:

First Witness Signature

GRANTEE SIGNATURE

First Witness Name (print)

GRANTEE NAME (print)

Second Witness Signature

GRANTEE ADDRESS

Second Witness Name (print)

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 _____

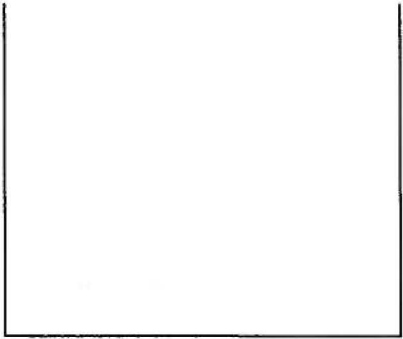
Executed and sealed by me at _____, Florida on _____

Notary Public in and for

The State of _____

My commission expires: _____

[SEAL]



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 _____

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 _____

My commission expires: _____

[SEAL]

For the Division of Cultural Affairs:

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 _____

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 _____

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

**SECOND AMENDMENT
TO
LICENSE AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
MANDARIN MUSUEM & HISTORICAL SOCIETY, INC.**

THIS SECOND AMENDMENT to License Agreement is made and entered into this ____ day of _____, 2019, by and between the **CITY OF JACKSONVILLE**, a municipal corporation (“Jacksonville”), and **MANDARIN MUSEUM & HISTORICAL SOCIETY, INC.**, a Florida non profit corporation (“Mandarin”).

WITNESSETH

WHEREAS, on February 8, 2013, Jacksonville and Mandarin made and entered into that certain License Agreement, retroactive to January 2, 2013, pursuant to which certain rights, licenses, and privileges were granted to Mandarin in order for Mandarin to operate the existing Webb Farmhouse, museum building, barn, winery, and St. Joseph’s Mission Schoolhouse for African-American Children (collectively the “Premises”) for educational activities; and

WHEREAS, said License Agreement has been amended once previously; and

WHEREAS, said License Agreement should be amended further by extending the term of the License Agreement to December 31, 2029, with all other provisions, terms, and conditions of said License Agreement remaining unchanged; now therefore

IN CONSIDERATION of the premises and of the mutual covenants contained herein, the legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above-stated recitals are true and correct and are made a part hereof and are incorporated herein by this reference.

2. Section 1 of said License Agreement is amended by extending the term of the License Agreement to February 28, 2030, and as amended shall read as follows:

“1. Term. Jacksonville shall license the Premises to Mandarin for a term of 17 years, which term shall commence on January 2, 2013, and continue until February 28, 2030.”

SAVE AND EXCEPT as expressly amended by this instrument, all other provisions of said License Agreement, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF the respective parties hereto have executed this Second Amendment effective the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

James R. McCain, Jr.
Corporation Secretary

Lenny Curry
Mayor

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Lenny Curry and James R. McCain, Jr., the Mayor and Corporation Secretary, respectively, of the City of Jacksonville, a municipal corporation, on behalf of the corporation. Such persons are personally known to me.

[print or type name]
Notary Public, State of Florida

WITNESSES:

MANDARIN MUSEUM & HISTORICAL SOCIETY, INC.

Print Name: _____

Print Name _____

By: _____
Print Name: _____
Title: _____

Form Approved:

Reviewed and Approved by:

Assistant General Counsel

FLORIDA COMMUNITIES TRUST