

RESTRICTIVE COVENANT

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

THIS RESTRICTIVE COVENANT is hereby entered into this 15 day of December, 2022, by Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as the "Owner"; Florida Botanical Gardens Foundation, 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 12520 Ulmerton Rd, Largo, FL 33774. A legal description of the subject property is attached as Exhibit A and made a part of this covenant.

WHEREAS, the Grantee has an Agreement to use the building(s) and underlying land from the Owner for twenty-five years. "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 \$300,000, 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 construction of the Children's Discovery Garden.

Project Title:

(17.9.xxx.xxx)

- 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, folk 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., with the exception of any and all improvements, repairs, or maintenance required on the Facility, including but not limited to all activities associated with the construction and maintenance of the McKay Creek Greenway Trail County Project including but not limited to, access to the construction site, allowing construction equipment on the construction site, the construction activities associated with the trail and its appurtenances, drainage elements, stormwater best management practices, maintenance of the trail and surrounding greenspace, 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:

Amanda Gillespie
First Witness Signature

Amanda Gillespie
First Witness Name (print)

J
Second Witness Signature

Josh Rosado
Second Witness Name (print)

PARTIES:

John E. Thomas Sr.
GRANTEE SIGNATURE

John E. Thomas, Sr.
GRANTEE NAME (print)

12520 Ulmerton Rd.
GRANTEE ADDRESS

Largo, FL 33714
City State Zip

The State of Florida County of Pinellas

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

John Edward Thomas Sr. personally
(Name)

appeared as president for Florida Botanical Gardens Foundation
(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 DL-TS20-465-51-467-0

Executed and sealed by me at 504 East Ave S, Florida on 12/15/2022
Clearwater, FL 33756

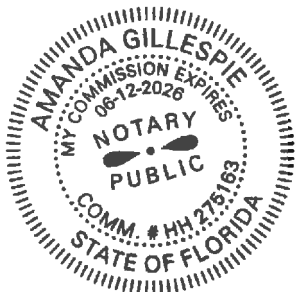
Notary Public in and for

The State of Florida

My commission expires: 6/12/2026

Amanda Gillespie

[SEAL]



For the Division of Cultural Affairs:

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

[Signature]
Sandy Shaughnessy, Director

[Signature]
First Witness Signature

Curtis Young
First Witness Name (Print)

[Signature]
Second Witness Signature

Teri Abstein
Second Witness Name (Print)

The State of Florida County of Leon

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

Sandy Shaughnessy personally
(Name)

appeared as Director 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 Personally known

Executed and sealed by me at Tallahassee, Florida on 12/16/22.

[Signature]

Notary Public in and for
The State of Florida

[SEAL]



Commission expires: 5/15/22

This document was prepared by the following individual:

Name:
R. A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399-0250

Della Klug
First Witness Signature

Della Klug
First Witness Name (print)

Cheryl Leyenaar
Second Witness Signature

Cheryl Leyenaar
Witness Name (print)

The State of Florida County of Pineellas

Barry Burton

OWNER SIGNATURE

Barry Burton
OWNER NAME (print)

315 Court Street
OWNER ADDRESS

Clearwater FL 33756
City State Zip

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

Barry Burton personally
(Name)

appeared as County Administrator for Pinellas County Government
(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 Personally Known

Executed and sealed before me at Pinellas County Florida on 12/20/2022



Notary Public in and for
The State of Florida
My commission expires: 9/6/2024

Jo Alejandra Lugo

APPROVED AS TO FORM

By: Michael A. Zas
Office of the County Attorney

DESCRIPTION

A parcel of land located in the southwest quarter of Section 9, Township 30 South, Range 15 East, Pinellas County, Florida. Said parcel being more particularly described as follows:

COMMENCE at the northeast corner of the southwest 1/4 of the southwest 1/4 of said Section 9; thence North 00° 02' 28" East along the East line of the northwest 1/4 of the southwest 1/4 of said Section 9 a distance of 279.01 feet; thence leaving the East line of the northwest 1/4 of the southwest 1/4 of said Section 9, run North 89° 57' 32" West, 488.23 feet to a point on the approximate westerly top of bank of McKay Creek, said point being the POINT OF BEGINNING; thence the following courses along said approximate westerly top of bank, South 05° 58' 23" East, 19.25 feet to the point of curvature of a curve to the right, having a radius of 148.00 feet, a central angle of 32° 03' 45" and a chord of 81.74 feet that bears South 10° 03' 30" West; thence along the arc of said curve a distance of 82.82 feet to the point of tangency; thence South 26° 05' 22" West, 84.71 feet to the point of curvature of a curve to the left, having a radius of 200.00 feet, a central angle of 34° 01' 36" and a chord of 117.04 feet that bears South 09° 04' 34" West; thence along the arc of said curve a distance of 118.78 feet to the point of tangency; thence South 07° 56' 14" East, 54.14 feet to the point of curvature of a curve to the left, having a radius of 225.00 feet, a central angle of 19° 05' 55" and a chord of 74.65 feet that bears South 17° 29' 11" East; thence along the arc of said curve a distance of 75.00 feet; thence leaving said approximate westerly top of bank, run South 86° 59' 36" West, 33.27 feet; thence North 86° 22' 10" West, 27.89 feet; thence North 83° 04' 19" West, 17.65 feet to the point of curvature of a curve to the right, having a radius of 32.00 feet, a central angle of 53° 19' 10" and a chord of 28.72 feet that bears North 56° 24' 44" West; thence along the arc of said curve a distance of 29.78 feet to the point of tangency; thence North 29° 45' 09" West, 9.73 feet; thence North 37° 44' 58" West, 15.67 feet to the point of curvature of a curve to the left, having a radius of 82.00 feet, a central angle of 29° 47' 06" and a chord of 42.15 feet that bears North 52° 38' 31" West; thence along the arc of said curve a distance of 42.63 feet to the point of tangency; thence North 67° 32' 03" West, 40.85 feet; thence North 82° 17' 12" West, 9.54 feet to the point of curvature of a curve to the right, having a radius of 3.50 feet, a central angle of 71° 23' 37" and a chord of 4.08 feet that bears North 46° 35' 24" West; thence along the arc of said curve a distance of 4.36 feet to the point of tangency; thence North 10° 53' 35" West, 4.03 feet to the point of curvature of a curve to the left, having a radius of 100.00 feet, a central angle of 64° 24' 07" and a chord of 106.58 feet that bears North 43° 05' 39" West; thence along the arc of said curve a distance of 112.40 feet; thence North 40° 14' 56" East, 45.73 feet; thence North 56° 10' 49" West, 19.65 feet; thence North 27° 45' 07" East, 6.15 feet; thence North 62° 42' 07" West, 8.06 feet; thence North 09° 44' 44" East, 73.09 feet; thence North 00° 43' 32" East, 90.97 feet; thence North 90° 00' 00" East, 12.91 feet to the point of curvature of a curve to the right, having a radius of 30.00 feet, a central angle of 53° 54' 31" and a chord of 27.20 feet that bears South 63° 02' 45" East; thence along the arc of said curve a distance of 28.23 feet to the point of tangency; thence South 36° 05' 29" East, 14.02 feet to the point of curvature of a curve to the left, having a radius of 38.00 feet, a central angle of 90° 30' 59" and a chord of 53.98 feet that bears South 81° 20' 59" East; thence along the arc of said curve a distance of 60.03 feet to the point of tangency; thence North 53° 23' 32" East, 69.97 feet to the point of curvature of a curve to the right, having a radius of 123.00 feet, a central angle of 38° 33' 03" and a chord of 81.21 feet that bears North 72° 40' 03" East; thence along the arc of said curve a distance of 82.76 feet to the point of tangency; thence South 88° 03' 26" East, 57.38 feet to the POINT OF BEGINNING.

Said parcel contains 1.92 acres, more or less.

Meaning and intending to provide a mathematical description of the property described in the Florida Botanical Garden License Agreement dated August 24, 2021.

NOTES

1. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER LISTED BELOW.
3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY THIS SURVEYOR AT THE DIRECTION OF THE CLIENT.
4. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9, TOWNSHIP 30 SOUTH, RANGE 15 EAST, BEING NORTH 00°02'28" EAST. (NORTH AMERICAN DATUM OF 1983, STATE PLANE WEST ZONE)

CERTIFICATION

I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR FLORIDA SURVEYORS AND MAPPERS AS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

Reviewed by: AZ SZ
 Date: 11/22/2022
 SFN#: 0742_00003



DATE OF PLAT OR MAP: 11/18/2022

Wm. David McCrary, Jr., P.S.M.
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA LICENSE NO. 4853

SECTION 9, TOWNSHIP 30 SOUTH, RANGE 15 EAST - PINELLAS COUNTY, FLORIDA



Landmark Center Two
 225 E. Robinson St., Suite 300
 Orlando, FL 32801
 407.839.4006 / FAX 407.839.4008
 Licensed Business # 7153

Vanasse Hangen Brustlin, Inc.

DRAWN BY: CAP	CHECKED: WMD
PROJECT # 62897.03	
DRAWING: 62897.03 Sk&Desc: Restrictive Covenants.dwg	
DRAWING DATE: 11/16/2022	
SHEET 1 OF 3	

SKETCH & DESCRIPTION
Restrictive Covenants

ISSUED FOR:

Florida Botanical Gardens

SEE SHEET 3 OF 3 FOR LINE AND CURVE TABLES

POINT #25 PER BOTANICAL GARDENS MASTER PLAN TOPOGRAPHIC SURVEY, PINELLAS COUNTY, FLORIDA PUBLIC WORKS, FILE NO.: 742,
 DATED DECEMBER 10, 1993
 NAD 27 COORDINATE VALUES =
 N - 1292558.19, E - 239069.62
 CONVERTED TO NAD 83 AS SHOWN

NAD 83
 N=1292703.37
 E=393930.92

NAD 83
 N=1292721.27
 E=395299.57

NW CORNER OF THE SW 1/4 OF SECTION 9
 POINT #10 PER BOTANICAL GARDENS MASTER PLAN TOPOGRAPHIC SURVEY, PINELLAS COUNTY, FLORIDA PUBLIC WORKS, FILE NO.: 742,
 DATED DECEMBER 10, 1993
 NAD 27 COORDINATE VALUES =
 N - 1292540.30, E - 237700.97
 CONVERTED TO NAD 83 AS SHOWN

S 89°15'03" W 1,368.77'

S 89°07'52" E 1,329.32'
 NORTH LINE OF THE SW 1/4 OF SECTION 9

NE CORNER OF THE NW 1/4 OF THE SW 1/4 OF SECTION 9
 NAD 83
 N=1292683.21
 E=395260.08

POINT OF BEGINNING

N 89°57'32" W
 488.23'

S 00°02'28" W 1,055.46'
 S 00°02'28" W 1,334.47'

EAST LINE OF THE NW 1/4 OF THE SW 1/4 OF SECTION 9 (BASIS OF BEARING)

MAJEED DISCOVERY GARDEN
 OWNER: PINELLAS COUNTY
 TAX PARCEL ID:
 09-30-15-00000-230-0100

POINT #19 PER BOTANICAL GARDENS MASTER PLAN TOPOGRAPHIC SURVEY, PINELLAS COUNTY, FLORIDA PUBLIC WORKS, FILE NO.: 742,
 DATED DECEMBER 10, 1993
 NAD 27 COORDINATE VALUES =
 N - 1291196.67, E - 238364.59
 CONVERTED TO NAD 83 AS SHOWN
 NAD 83
 N=1291359.74
 E=394594.54

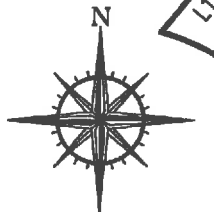
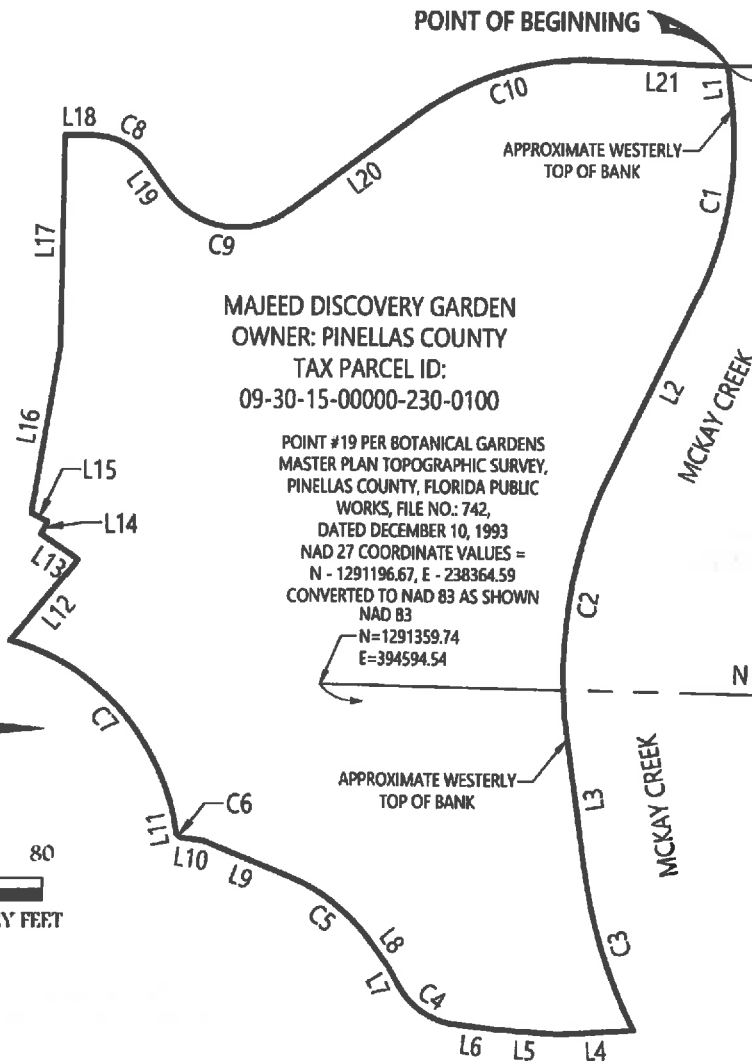
N 89°03'06" W
 664.67'

POINT OF COMMENCEMENT

NE CORNER OF THE SW 1/4 OF THE SW 1/4 OF SECTION 9
 NAD 83
 N=1291348.74
 E=395259.13

N 00°02'28" E 279.01'

N 00°02'28" E 279.01'



0 40 80
 1 : 80 U.S. SURVEY FEET

LEGEND

ID = IDENTIFICATION
 NAD = NORTH AMERICAN DATUM OF 1927 OR 1983

SEE SHEET 1 OF 3 FOR DESCRIPTION, CERTIFICATION AND NOTES

SECTION 9, TOWNSHIP 30 SOUTH, RANGE 15 EAST - PINELLAS COUNTY, FLORIDA

vhb
 Vanasse Hangen Brustlin, Inc.
 Landmark Center Two
 225 E. Robinson St., Suite 300
 Orlando, FL 32801
 407.839.4006 / FAX 407.839.4008
 Licensed Business # 7153

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PROJECT # 62897.03	
DRAWING: 62897.03 Sk&Desc Restrictive Covenants.dwg	
DRAWING DATE: 11/16/2022	
SCALE: 1" = 80'	SHEET 2 OF 3

SKETCH & DESCRIPTION
Restrictive Covenants
 ISSUED FOR:
Florida Botanical Gardens

SEE SHEET 2 OF 3 FOR SKETCH

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 05°58'23" E	19.25'
L2	S 26°05'22" W	84.71'
L3	S 07°56'14" E	54.14'
L4	S 86°59'36" W	33.27'
L5	N 86°22'10" W	27.89'
L6	N 83°04'19" W	17.65'
L7	N 29°45'09" W	9.73'
L8	N 37°44'58" W	15.67'
L9	N 67°32'03" W	40.85'
L10	N 82°17'12" W	9.54'
L11	N 10°53'35" W	4.03'
L12	N 40°14'56" E	45.73'
L13	N 56°10'49" W	19.65'
L14	N 27°45'07" E	6.15'
L15	N 62°42'07" W	8.06'
L16	N 09°44'44" E	73.09'
L17	N 00°43'32" E	90.97'
L18	N 90°00'00" E	12.91'
L19	S 36°05'29" E	14.02'
L20	N 53°23'32" E	69.97'
L21	S 88°03'26" E	57.38'

CURVE TABLE					
NUMBER	RADIUS	CENTRAL ANGLE	CHORD	CHORD BEARING	LENGTH
C1	148.00'	32°03'45"	81.74'	S 10°03'30" W	82.82'
C2	200.00'	34°01'36"	117.04'	S 9°04'34" W	118.78'
C3	225.00'	19°05'55"	74.65'	S 17°29'11" E	75.00'
C4	32.00'	53°19'10"	28.72'	N 56°24'44" W	29.78'
C5	82.00'	29°47'06"	42.15'	N 52°38'31" W	42.63'
C6	3.50'	71°23'37"	4.08'	N 46°35'24" W	4.36'
C7	100.00'	64°24'07"	106.58'	N 43°05'39" W	112.40'
C8	30.00'	53°54'31"	27.20'	S 63°02'45" E	28.23'
C9	38.00'	90°30'59"	53.98'	S 81°20'59" E	60.03'
C10	123.00'	38°33'03"	81.21'	N 72°40'03" E	82.76'

SEE SHEET 1 OF 3 FOR DESCRIPTION, CERTIFICATION AND NOTES

SECTION 9, TOWNSHIP 30 SOUTH, RANGE 15 EAST - PINELLAS COUNTY, FLORIDA



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