

## **RESTRICTIVE COVENANT**

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

THIS RESTRICTIVE COVENANT is hereby entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **City of Orlando**, hereinafter referred to as the "Owner"; **Orlando Science Center, 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 Owner is the fee simple title holder of the building(s) and the underlying land located at **777 East Princeton Street, Orlando, Florida**. 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 **December 1996 to December 2046**. "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 **\$500,000**, 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: Infrastructure Expansion/Renovation-Phase 1, New KidsTown (16.9.200.569)**
- 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 Orlando, 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:**

Alicia Abbott  
First Witness Signature

Craig Meyer  
GRANTEE SIGNATURE

Alicia Abbott  
First Witness Name (print)

CRAIG MEYER  
GRANTEE NAME (print)

Morgan Hurley  
Second Witness Signature

777 E. PRINCETON ST.  
GRANTEE ADDRESS

Morgan Hurley  
Second Witness Name (print)

ORLANDO FL 32863  
City State Zip

The State of Florida County of ORANGE

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

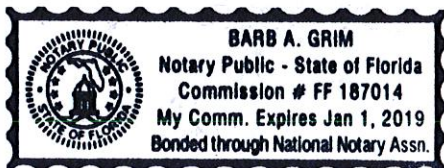
Craig Meyer personally  
(Name)

appeared as CFO for Orlando Science Center  
(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 Orlando, Florida on 02/08/16



[SEAL]

Notary Public in and for

The State of Florida

My commission expires: 01/01/19

\_\_\_\_\_  
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

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
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]



THAT PART OF BLOCKS 8 AND 10 OF LOCH HAVEN REPLAY AS RECORDED IN PLAT BOOK "O", PAGE 9, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND A PART OF VACATED DAYTON ROAD ACCORDING TO OFFICIAL RECORD BOOK 2814, PAGE 1969, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT 5 OF SAID BLOCK 8; THENCE RUN N 10°15'16" E ALONG THE EASTERLY RIGHT-OF-WAY LINE OF CAMDEN ROAD (60.00 FOOT WIDE RIGHT-OF-WAY) ACCORDING TO SAID LOCH HAVEN REPLAY) A DISTANCE OF 439.78 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PRINCETON STREET ACCORDING TO OFFICIAL RECORD BOOK 3661, PAGE 2085 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 31.50 FEET; THENCE RUN COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 89°39'45" A DISTANCE OF 49.29 FEET TO A POINT OF RIGHT-OF-WAY LINE A DISTANCE OF 170.64 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 95°57'5" A DISTANCE OF 361.13 FEET TO THE POINT OF TANGENCY; THENCE RUN S 58°26'01" E ALONG SAID SOUTHERLY CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 59.55 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°44'13" A DISTANCE OF 107.77 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 284.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°44'33" A DISTANCE OF 54.53 FEET TO THE NORTHERLY LINE OF VACATED LAKE FORMOSA DRIVE ACCORDING TO OFFICIAL RECORD BOOK 3954, PAGE 2258 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S 89°29'50" W ALONG SAID NORTHERLY LINE A DISTANCE OF 141.60 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 492.98 FEET; THENCE RUN WESTERLY ALONG SAID NORTHERLY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°23' FEET TO THE END THEREOF; THENCE RUN WESTERLY ALONG SAID NORTHERLY LINE HAVING A RADIUS OF 44.03 FEET AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°00'00" A DISTANCE OF 43.02 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 482.98 FEET; THENCE RUN WESTERLY ALONG THE ARC CURVE THROUGH A CENTRAL ANGLE OF 79°23'15" W; THENCE DEPARTING ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 179°44'59" A DISTANCE OF 138.19 FEET TO POINT OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°25'37" A DISTANCE OF 72.51 FEET TO A 4"x4" CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SAID BLOCK 8 BEING A POINT ALONG SAID SOUTHERLY LINE OF BLOCK 8 AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°25'18" A DISTANCE OF 89.67 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 115.00 FEET; THENCE CONTINUE TO RUN WESTERLY THENCE RUN N 34°36'16" W ALONG THE SOUTHERLY LINE OF SAID BLOCK 8 A DISTANCE OF 98.18 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING FOR THE JUNIOR ACHIEVEMENT BUILDING SITE:  
(BASED ON THAT CERTAIN NEED ACCORDING TO THE JUNIOR ACHIEVEMENT BUILDING SITE:

CONGRATULATIONS TO CITIZEN RECORD BOOK 2J29, PAGE  
CONFIGURATION OF THE JUNIOR ACHIEVEMENT OF ORANGE COUNTY, FLA. (BUILDING.)

CONFORMANCE AT THE COUNTY LEVELS OF ORANGE COUNTY, FLORIDA AND AS EVIDENCED BY THE EXISTING RECORDS OF ORANGE COUNTY, FLORIDA.

[illegible]

CONTAINING 5,300 ACRES MORE OR LESS



## LEGAL DESCRIPTION NORTH PARCEL

THAT PART OF BLOCKS 7, 8, 10, AND 11 OF LOCH HAVEN REPLAY AS RECORDED IN PLAT BOOK "D", PAGE 9, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND A PART OF VACATED PINECOT AVENUE ACCORDING TO OFFICIAL RECORD BOOK 3954, PAGE 2244, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND A PART OF VACATED DAYTON ROAD ACCORDING TO OFFICIAL RECORD BOOK 2814, PAGE 1969 AND OFFICIAL RECORD BOOK 3954, PAGE 2253, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGUN AT THE NORTHWEST CORNER OF LOT 7 OF BLOCK 8 OF SAO LOCH HAVEN REPLAY; THENCE RUN N 10°05'02" E ALONG THE SOUTHERLY EXTENSION AND THE WESTERLY LINE OF BLOCK 7 OF SAO LOCH HAVEN REPLAY ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF CAIDEN ROAD (60.00 FOOT WIDE RIGHT-OF-WAY ACCORDING TO SAO LOCH HAVEN REPLAY) A DISTANCE OF 360.00 FEET TO THE NORTHWEST CORNER OF LOT 3 OF SAO BLOCK 7; THENCE RUN S 79°51'56" E ALONG THE NORTHERLY LINE OF SAO LOT 3 AND THE EASTERLY EXTENSION THEREOF A DISTANCE OF 349.52 FEET TO THE EASTERLY LINE OF VACATED DAYTON ROAD ACCORDING TO OFFICIAL RECORD BOOK 3954, PAGE 2253; THENCE RUN N 10°14'20" E ALONG SAO EASTERLY LINE A DISTANCE OF 100.06 FEET; THENCE DEPARTING SAO EASTERLY LINE RUN S 79°45'40" E A DISTANCE OF 33.08 FEET TO THE WESTERLY LINE OF THAT CERTAIN PARCEL LEASED TO THE ORANGE COUNTY HISTORICAL SOCIETY, INC.; THENCE RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG SAO LEASE PARCEL BOUNDARY: S 10°08'36" W A DISTANCE OF 182.86 FEET TO A 4"x4" CONCRETE MONUMENT AT A THE SOUTHWEST CORNER OF SAO LEASE PARCEL BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 208.00 FEET AND A CHORD WHICH BEARS N 74°42'27" E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAO CURVE THROUGH A CENTRAL ANGLE OF 83°08'53" A DISTANCE OF 227.04 FEET; THENCE DEPARTING SAO LEASE PARCEL BOUNDARY LINE RUN S 24°08'40" W A DISTANCE OF 30.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 27.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAO CURVE THROUGH A CENTRAL ANGLE OF 74°08'07" A DISTANCE OF 34.94 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 152.59 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAO CURVE THROUGH A CENTRAL ANGLE OF 43°47'44" A DISTANCE OF 116.63 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE HAVING A RADIUS OF 110.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAO CURVE THROUGH A CENTRAL ANGLE OF 175.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAO CURVE THROUGH A CENTRAL ANGLE OF 58°11'41" A DISTANCE OF 111.73 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE HAVING A RADIUS OF 129.50 FEET TO THE POINT OF TANGENCY; THENCE RUN S 46°08'17" E A DISTANCE OF 84.90 FEET; THENCE RUN S 31°32'57" W A DISTANCE OF 93.08 FEET; THENCE RUN N 55°28'01" W A DISTANCE OF 49.17 FEET; THENCE RUN S 31°33'59" W A DISTANCE OF 37.78 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PINECOT STREET ACCORDING TO OFFICIAL RECORD BOOK 3681, PAGE 2080 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 55°26'01" W ALONG SAO NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 49.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1044.25 FEET; THENCE RUN NORTHEASTERLY ALONG SAO NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAO CURVE THROUGH A CENTRAL ANGLE OF 08°34'33" A DISTANCE OF 119.85 FEET; THENCE DEPARTING SAO CURVE RUN N 40°18'06" E ALONG SAO NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 17.57 FEET; THENCE RUN N 59°36'04" W ALONG SAO NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 9.58 FEET; THENCE RUN S 40°18'06" W ALONG SAO NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 18.75 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1044.25 FEET AND A CHORD WHICH BEARS N 73°21'10" W; THENCE RUN NORTHEASTERLY ALONG SAO NORTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAO CURVE THROUGH A CENTRAL ANGLE OF 142°41'19" A DISTANCE OF 262.54 FEET TO NORTH LINE OF LOT 7 OF SAO BLOCK 8 BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2079.24 FEET AND A CHORD WHICH BEARS S 82°19'40" W; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAO CURVE THROUGH A CENTRAL ANGLE OF 00°37'50" A DISTANCE OF 22.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.202 ACRES MORE OR LESS.