

AMENDMENT AND PARTIAL RELEASE OF RESTRICTIVE COVENANTS

THIS AMENDMENT AND PARTIAL RELEASE OF RESTRICTIVE COVENANTS is entered into this 24th day of October 2023, by City of Palm Coast, hereinafter referred to as the "Owner;" the State of Florida, Department of State, Division of Arts and Culture, hereinafter referred to as the "Department," and the Palm Coast Arts Foundation, Inc.

WHEREAS the Owner is the fee simple title holder of the underlying land located at 1580 Central Ave., Palm Coast, Florida 32164.

WHEREAS the parties hereto have previously entered into Restrictive Covenants, which are attached as Exhibits A, B, and C, and are made a part of this covenant.

WHEREAS the parties hereto agree to the following Amendment and Partial Release of Restrictive Covenants:

1. The Palm Coast Arts Foundation, Inc., is released from its obligations under the Restrictive Covenants attached as Exhibits A, B, and C.

2. Any reference to "Grantee" in the Restrictive Covenants attached as Exhibits A, B, and C shall be deemed to refer to the Owner.

3. The Owner shall assume all obligations of the Grantee as described in the Restrictive Covenants attached as Exhibits A, B, and C.

4. The Owner shall:
a. Record this Amendment and Partial Release of Restrictive Covenants in the public records with the Clerk of the Circuit Court of Flagler County, Florida.
b. Pay all fees associated with its recording; and
c. Provide a certified copy of the recorded Amendment and Partial Release of Restrictive Covenants to the Division and to the Owner.

IN WITNESS WHEREOF, the Palm Coast Arts Foundation, Inc., the City of Palm Coast, and the State of Florida, Department of State, Division of Arts and Culture, hereby affirm that they have read this Amendment and Partial Release of Restrictive Covenants; that they understand and agree to its terms; and that they hereby affix their signatures accordingly.

WITNESSES:

PARTIES:

Catherine Gile
First Witness Signature

Shirlyna Perkovich
Palm Coast Arts Foundation, Inc. Signature

CATHERINE L. GILE
First Witness Name (print)

Shirlyn A. Perkovich
Palm Coast Arts Foundation, Inc. Name (print)

Jean E. Cronin
Second Witness Signature

Nancy M. Crouch
Palm Coast Arts Foundation, Inc. Address

JEAN E. CROWIN
Second Witness Name (print)

6 ST. ANDREWS CT
PALM COAST FL 32137
City State Zip

STATE OF FLORIDA

COUNTY OF Flagler

The foregoing Public Records Exemption Request was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 6th day of

September 6th, 2023, by

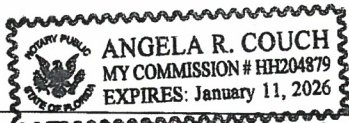
Shirlyn A. Perkovich, Nancy Crouch, who is:

personally known to me OR

produced the following identification: _____

Signature of Notary Public - State of Florida

Angela Crouch



Print, Type, or Stamp Commissioned Name of Notary Public

Kaley Cook

First Witness Signature

[Signature]

City of Palm Coast Signature

Kaley Cook

First Witness Name (print)

DAVID ALFIN

City of Palm Coast Name (print)

Alison Palmer

Second Witness Signature

160 Lake Ave

City of Palm Coast Address

Ali Fin

Witness Name (print)

Palm Coast

City

FL

State

32164

Zip

STATE OF FLORIDA

COUNTY OF Flagler

The foregoing Public Records Exemption Request was sworn to (or affirmed) and subscribed before me by

means of physical presence or online notarization, this 23rd day of

October, 20 23, by

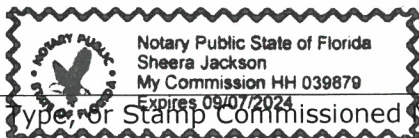
David Alfin, who is:

personally known to me OR

produced the following identification: _____

Sheera Jackson

Signature of Notary Public - State of Florida



Print, type, or Stamp Commissioned Name of Notary Public

For the State of Florida, Department of State, Division of Arts and Culture:

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

Sandy Shaughnessy
Sandy Shaughnessy, Director

[Signature]
First Witness Signature

Dominick Tartaglia
First Witness Name (Print)

[Signature]
Second Witness Signature

Teri Abstein
Second Witness Name (Print)

STATE OF FLORIDA

COUNTY OF Leon

The foregoing Public Records Exemption Request was sworn to (or affirmed) and subscribed before me by

means of physical presence or online notarization, this 24th day of October, 2023, by

Sandy Shaughnessy, who is:
 personally known to me OR

_____ produced the following identification: _____

[Signature]
Signature of Notary Public - State of Florida



Print, Type, or Stamp Commissioned Name of Notary Public

RESTRICTIVE COVENANT

(Grantee leases land and building from City.)

THIS RESTRICTIVE COVENANT is hereby entered into this _____ day of March 19, 2015, by City of Palm Coast, Florida, hereinafter referred to as the "Owner"; Palm Coast Arts 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 Owner is the fee simple title holder of the building(s) and the underlying land located at 1580 Central Ave, Palm Coast Florida 32164. 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 City of Palm Coast, Florida. "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 \$ 150,000, 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: Palm Coast Art Foundation Event Center

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. 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. 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 **Flagler** 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:

Jennifer S. Mills
First Witness Signature
JSM

Jennifer S. Mills
First Witness Name (print)

Tara L. Marks
Second Witness Signature

Tara L. Marks
Second Witness Name (print)

Shirlyn Perkovich
GRANTEE SIGNATURE
Palm Coast Arts Foundation

Shirlyn Perkovich
GRANTEE NAME (print)

210 Old Kings Rd S Suite 900, Flagler Beach
GRANTEE ADDRESS FL. 32136

Flagler Beach FL 32136
City State Zip

The State of Florida County of Flagler

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

Shirlyn Perkovich personally
(Name)

appeared as President for The Palm Coast Arts 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 Drivers License

Executed and sealed by me at 2:04 pm, Florida on March 19, 2015



Jennifer S. Mills
Notary Public in and for
The State of Florida

My commission expires: _____

[SEAL]

Heudhe Paudti
First Witness Signature

[Signature]
OWNER SIGNATURE

Hendral Tannetti
First Witness Name (print)

Jon Netts, Mayor
OWNER NAME (print)

Barbara Redline
Second Witness Signature

City of Palm Coast
160 Cypress Point Pkwy Ste B106
OWNER ADDRESS

BARBARA REDLINE
Witness Name (print)

Palm Coast City FL State 32164 Zip

The State of Florida County of Flagler

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

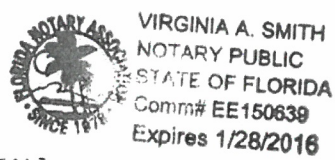
Jon Netts personally
(Name)

appeared as Mayor for City of Palm Coast
(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 10:50 am, Palm Coast Florida on 3-19-15



[SEAL]

Notary Public in and for Virginia A. Smith
The State of _____
My commission expires: _____

For the Division of Cultural Affairs:

[Signature], Director
Name Title

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

[Signature]
First Witness Signature

Elsie J. Rogers
First Witness Name (print)

[Signature]
Second Witness Signature

Curtis Young
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,
(Position)

Division of 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.

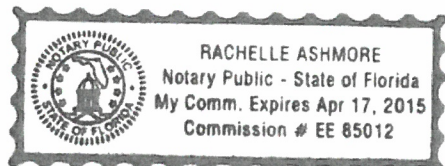
Type of Identification Produced personally known

Executed and sealed by me at Tallahassee, Florida on 3/24/15

[Signature]

Notary Public in and for
The State of Florida
My commission expires: 4/17/15

[SEAL]



RESTRICTIVE COVENANT

(Grantee owns building, leases land.)

THIS RESTRICTIVE COVENANT is hereby entered into this _____ day of _____, 20____, by **City of Palm Coast**, hereinafter referred to as "the Land Owner"; **Palm Coast Arts 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 **CENTRAL AVE I, Palm Coast, Florida 32164**. 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 20 years as of July 1, 2015**, 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 **\$100,000**, 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: Palm Coast Arts Foundation Phase II Amphitheater (16.9.300.588)**

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.

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 Flagler 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:

Shirlyn A Perkovich
GRANTEE SIGNATURE

Shirlyn A. Perkovich
GRANTEE NAME (print)

Kristi Webb
First Witness Signature

Kristin Matthews
First Witness Name (print)

Nancy Crouch
Second Witness Signature

NANCY CROUCH
Second Witness Name (print)

210 Old Kings Rd S Suite 900
GRANTEE ADDRESS

Hoglu Beach, FL 32136
City State Zip

The State of Florida
County of Flagler

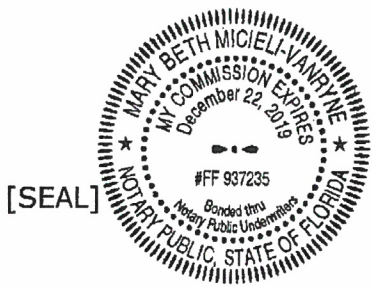
I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

Shirlyn A. PerKovich personally
(Name)
appeared as President for Palm Coast Arts 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 Drivers License

Executed and sealed by me at Flagler County, Florida
on 2/22/2016



Notary Public in and for
The State of Florida
My commission expires: 12.22.19

Type of Identification Produced _____
Executed and sealed by me at _____, Florida
on _____

Notary Public in and for
The State of _____
My commission expires: _____

[SEAL]

[Signature]
LAND OWNER SIGNATURE
(Print) Jon Netts, Mayor

City of Palm Coast
LAND OWNER NAME

Virginia A Smith
First Witness Signature
(print)

Virginia A Smith
First Witness Name

Cynthia M Lane
Second Witness Signature

Cynthia M Lane
Second Witness Name (print)

160 Lake Ave
LAND OWNER ADDRESS

Palm Coast FL 32164
City State Zip

The State of Florida
County of Flagler

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

Jon Netts personally
(Name)

appeared as Mayor for City of Palm Coast
(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 Palm Coast, Florida on March 17, 2016

Barbara Redline
Notary Public in and for



The State of Florida

[SEAL]

My commission expires: March 11, 2019

For the Division of Cultural Affairs:

Sandy Shaughnessy Division Director

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

Elsie J. Rogers
First Witness Signature

Elsie J. Rogers
First Witness Name (Print)

Patricia Warren
Second Witness Signature

PATRICIA WARREN
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 3/21/16

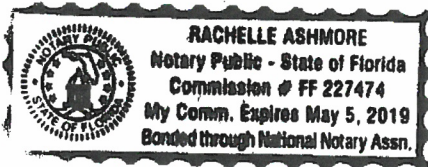
Rachelle Ashmore

Notary Public in and for

The State of Florida

My commission expires: 5/5/19

[SEAL]



17.9.300.577

Inst No: 2016032294 10/4/2016 9:32 AM
BK:2161 PG:70 PAGES:5
RECORDED IN THE RECORDS OF
Gail Wadsworth Clerk of the Circuit Court & Comptroller
Flagler FL

RESTRICTIVE COVENANT

(Grantee leases land from Govt. Entity.)

THIS RESTRICTIVE COVENANT is hereby entered into this 20th day of Sept, 2016, by City of Palm Coast, hereinafter referred to as the "Owner"; Palm Coast Arts 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".

1580 Central Ave., Palm Coast FL, 32164

WHEREAS, the Owner is the fee simple title holder the underlying land located at ~~Town Center, Palm Coast, FL 32135, Flagler County~~. A legal description of the subject property is attached as Exhibit A and made a part of this covenant.

WHEREAS, the Grantee leases the underlying land from the Owner from November 12, 2014 to November 11, 2034. "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 \$150,000, 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: Phase I - Cultural, Educational and Arts Pavilion (17.9.300.577)

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.

(17.9.300.577)

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 **Flagler** 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.

7.9.300.577

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:

Nancy Crouch
First Witness Signature

Shirlyn A Perkovich
GRANTEE SIGNATURE

NANCY CROUCH
First Witness Name (print)

Shirlyn A. Perkovich
GRANTEE NAME (print)

Kristin Matthews
Second Witness Signature

1580 Central Avenue
GRANTEE ADDRESS

Kristin Matthews
Second Witness Name (print)

Palm Coast FL 32164
City State Zip

The State of Florida County of Flagler

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

Shirlyn A. Perkovich 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 Flagler County, Florida on 9/8/16



Notary Public in and for
The State of Florida

My commission expires: June 19, 2019

[SEAL]

17.9.300.57,

Robert Schattler
First Witness Signature

[Signature], Mayor
OWNER SIGNATURE, City of Palm Coast

Robert Schattler
First Witness Name (print)

City of Palm Coast
OWNER NAME (print)

Wendy Cullen
Second Witness Signature

160 Lake Ave
OWNER ADDRESS

Wendy Cullen
Witness Name (print)

Palm Coast FL 32164
City State Zip

The State of Florida County of Flagler

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

Jon Netts personally
(Name)

appeared as Mayor for City of Palm Coast
(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 2:40pm, Florida on 9-20-16

Notary Public in and for
The State of _____

My commission expires: _____



Virginia A Smith

17.9.300.577

For the Division of Cultural Affairs:

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

Sandy Shaughnessy
Sandy Shaughnessy, Director

Elsie J. Rogers
First Witness Signature

Elsie J. Rogers
First Witness Name (Print)

[Signature]
Second Witness Signature

Sara Beale
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 9/30/16.

Rachelle Ashmore

Notary Public in and for

The State of Florida

My Commission expires: 5/5/19

