



February 21, 2022

**M E M O R A N D U M**

**TO:** Jim Murdaugh, Ph.D.  
President

**FROM:** Barbara Wills, Ph.D.  
Vice President for Administrative Services and Chief Business Officer

**SUBJECT:** Restrictive Covenant

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**Item Description**

This item presents a Restrictive Covenant for Board consideration and approval.

**Overview and Background**

The TCC Foundation has applied for a Cultural Facilities Funding grant from the Council on Culture and Arts (COCA). In an agreement with COCA, Leon County appropriated funds for promoting and advocating for area arts and culture. As a condition of the grant, the College is required to record a restrictive covenant on the College's Hurst Museum which is the property designated for these grant funds. Per the agreement between TCC and COCA, the grant funds are to be used exclusively for the renovations and improvements of the facility. The Covenant creates a promise that the College will own and maintain the Hurst Museum as a cultural facility for a minimum period of ten years. It also provides for inspection by representatives of COCA.

**Funding/ Financial Implications**

The COCA grant provides \$104,995.00 for renovations to the College's Hurst Museum.

**Past Actions by the Board**

None.

**Recommended Action**

The Board approve the restrictive covenant on the Hurst Museum.

**RESRICTIVE CULTRAL FACILITIES COVENANTS**  
**Project Name: Tallahassee Community College Hurst Museum Revocation**  
**Grant Number: CF-2019-03**

THESE COVENANTS are entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by The District Board of Trustees of Tallahassee Community College, hereinafter referred to as the Owner, and shall be effective for a period of ten (10) years from the date of recordation by the Clerk of Circuit Court of Leon County, Florida.

WHEREAS, the Owner is the fee simple titleholder of the Property located at the Fine & Performing Arts Center (“FPAC”) at 444 Appleyard Drive, Tallahassee, Leon County, Florida, as described in Exhibit A, attached, and made a part hereof and

WHEREAS, the Tallahassee Community College Foundation, Inc is a Direct Support Organization of Owner and is a grant recipient and has received a Cultural Facilities Funding Grant by the Council on Culture & Arts, herein after referred to as COCA, in the amount of \$104,995.00, to be used for capital improvements to the Tallahassee Community College Hurst Museum, on the property of the Owner as described in Exhibit A, and

WHEREAS, said Cultural Facilities Grant funds have been or will be expended for the purpose of renovation and construction of a cultural facility, the Tallahassee Community College Hurst Museum, located on the Property in Leon County, Florida, and,

Now THEREFORE, as part of the consideration for the Cultural Facilities Funding Grant, the Owner hereby makes and declares the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for a period stated in the preamble above:

1. The Owner agrees that it will own and maintain the Property benefitted by the Cultural Facilities Funding Grant as a Cultural Facility used primarily for the programming, production, presentation, exhibition or any combination of the foregoing for any of the cultural disciplines listed in Section 265.283(7), Florida Statutes.
2. The Owner agrees that COCA, its agents, and its designees shall have the right to inspect the Property at all reasonable times in order in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
3. The Owner agrees that these restrictions shall encumber the property for a period of ten (10) years from the date of recordation, and that if the restrictions are violated within the ten (10) year period, COCA shall be entitled to liquidated damages from the Owner and its successors in interest, if any, pursuant to the following schedule:
  - a. If the violation occurs within the first five (5) years of the effective date of these covenants, COCA shall be entitled to return of 100% of the grant amount.
  - b. If the violation occurs more than five (5) but less than six (6) years of the effective date of these covenants, COCA shall be entitled to return of 80% of the grant amount.
  - c. If the violation occurs more than six (6) but less than seven (7) years of the effective date of these covenants, COCA shall be entitled to return of 65% of the grant amount.
  - d. If the violation occurs more than seven (7) but less than eight (8) years of the effective date of these covenants, COCA shall be entitled to return of 50% of the grant amount.

- e. If the violation occurs more than eight (8) but less than nine (9) years of the effective date of these covenants, COCA shall be entitled to return of 35% of the grant amount.
- f. If the violation occurs more than nine (9) but less than ten (10) years of the effective date of these covenants, COCA shall be entitled to return of 20% of the grant amount.

IN WITNESS WHEREOF, the Owner has read these Restrictive Covenants and has hereto affixed their signature.

**WITNESSES:**

**OWNER:**

The District Board of Trustees  
of Tallahassee Community College

By:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Owner Representative Signature

\_\_\_\_\_  
Witness Name Printed

The District Board of Trustees of  
Tallahassee Community College  
444 Appleyard Drive  
Tallahassee, FL 32304

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name Printed

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by and means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public-State of Florida

(NOTARY SEAL)

\_\_\_\_\_  
Name of Notary Typed, Printed, or Stamped

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**EXHIBIT "A"**

THE HURST MUSEUM AT FPAC AT 444 APPELYARD DRIVE, TALLAHASSEE, FLORIDA,  
WITHIN:

28 1N 1 W INDUSTRIAL PARK 28 29 32 & 33 1N1W PART OF BLOCKS H J K & L INCLDS  
CENTURY HILL DR LOTS 18 THRU 21, 23 THRU 32 & 35 THRU 42 CENTURY PARK WEST LOTS  
7 & 8 OF WEST PENSACOLA ST BUSINESS