

REQUEST FOR LEGAL SERVICES

To: County Attorney's Office
Attention: Noah Milov

From: Nabil Elgeuidi Drawer No. PW05

Dept: Facilities Management Division Ext. 5527

Date: September 24, 2025

Request (in detail): Review Restrictive Covenant for BoCC Signature

The Polk County History Center – Exterior Window Restoration and Exterior Door Repair Grant Number 23.h.sc.100.014 work has been completed in accordance w/ the grant requirements.

For a historic preservation project, the Department of Historical Resources (DHR) requires a restrictive covenant to protect its investment and ensure the property's preservation goals are maintained over the long term. By signing/recording the covenant on the property's deed, the DHR ensures the grant-funded preservation work is protected.

Please accept this request for legal services review for BoCC approval consideration. DRH requires a Restrictive Covenant document execution prior to processing final payment distribution to the County.

For County Attorney office use only:

Assign to: Noah

Date: 9/23/25

County Attorney Project No.: 25-628

Logged out: 9/29/2025

* RESTRICTIVE COVENANT (2-PGS.)

* AGENDA REQUEST DRAFT

* COPY OF GRANT AGREEMENT

Amu
9/22/25

RESTRICTIVE COVENANTS

Project Name: Polk County History Center – Exterior Window Restoration and Exterior Door Repair
Grant Number: 23.h.sc.100.104

THESE COVENANTS are entered into this **21st** day of **October 2025**, by **Polk County, a Political Subdivision of the State of Florida**, hereinafter referred to as the Owner, and shall be effective for a period of ten years from the date of recordation by the Clerk of the Circuit Court of **Polk County, Florida**.

WHEREAS, the Owner is the fee simple titleholder of the Property located at **100 E. Main Street, Bartow Polk County, Florida**, as described in Exhibit A, attached to and made a part hereof and

WHEREAS, the Owner is to receive State Historic Preservation Grant assistance funds administered by the State of Florida, Department of State, Division of Historical Resources, R.A. Gray Building, 500 South Bronaugh Street, Tallahassee, Florida 32399-0250, hereinafter referred to as the Department, in the amount of **\$500,000.00**, to be used for the preservation of the property of the Owner as described in Exhibit A, and

WHEREAS, said State funds have been or will be expended for the purpose of preserving the historic qualities of the property or contributing to the historic character of the district in which the property is located,

Now THEREFORE, as part of the consideration for the State 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 to maintain the property in accordance with good preservation practices and the Secretary of the Interior's Standards for Rehabilitation.
2. The Owner agrees that no modifications will be made to the Property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Department's Bureau of Historic Preservation.
3. The Owner agrees that every effort will be made to design any modifications to the Property in a manner consistent with the Secretary of the Interior's Standards for Rehabilitation.
4. The Owner agrees that the Department, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
5. The Owner agrees that these restrictions shall encumber the property for a period of ten years from the date of recordation, and that if the restrictions are violated within the ten-year period, the Department shall be entitled to liquidated damages pursuant to the following schedule:
 - a. If the violation occurs within the first five years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount.
 - b. If the violation occurs after the first five years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first five. For instance, if the violation occurs after the sixth anniversary of the effective date of these covenants, but prior to the seventh anniversary, the Department shall be entitled to return of 80% of the original grant amount.
6. The Owner agrees to file these covenants with the Clerk of the Circuit Court of **Polk County, Florida**, and shall pay any and all expenses associated with their filing and recording.
7. The Owner agrees that the Department shall incur no tax liability as a result of these restrictive covenants.

RESTRICTIVE COVENANTS

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Grant Number: 23.h.sc.100.104

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

WITNESSES:

Witness Signature

T.R. Wilson Chairman
Polk County Board of County Commissioners

Witness Name Typed/Printed

Polk County, a Political Subdivision of the State of Florida
330 West Church Street, Bartow, FL 33830

Witness Signature

Witness Name Typed/Printed

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 _____
(Officer) (Name of Corporation/Partnership)

known to me to be or who 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 _____, 20__.

Notary Public in and for

The State of

My commission expires: _____

[SEAL]