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 Cou Number 23.h.:	nty History Center – Exterior Window Restoration sc. 100.014 work has been completed in accordance	n and Exterior Doo se w/ the grant requ	r Repair Grant irements.	
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 Coun Assign to	ty Attorney office use only:	Date: 9/2	3/25	
County Attorney Project No.: 25-628 Logged out: 9/29/2006				
of RESPECTIVE COVENIANT (2-P65.)				
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* COPY	OF GRANT AGRASHENT Shu			
	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 <u>Secretary of the Interior's Standards for Rehabilitation</u>.
- 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 <u>Secretary of the Interior's Standards for Rehabilitation</u>.
- 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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IN WITNESS WHEREOF, the Owner has read these Restrictive Covenants and has hereto affixed their signature.

WITNESSES:	
Witness Signature	T.R. Wilson Chairman
, and the second	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 o	officer duly authorized in the state and county named above to take
acknowledgments, that	personally
(Name)	
appeared as	for(Name of Corporation/Partnership)
(Officer) known to me to be or who proved to my the foregoing instrument.	(Name of Corporation/Partnersnip) satisfaction that he/she is the person described in and who executed
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]