

PRESERVATION AGREEMENT
Project Name: Blanche Ely House Restoration, Phase II
Grant Number: 18.h.sm.100.030

This agreement is made the ____ day of ____, **2018**, by the City of Pompano Beach (hereafter referred to as the "Owner") and in favor of the Florida Department of State, Division of Historical Resources (hereinafter referred to as the "Division") for the purpose of the preservation of a certain property known as the Ely Education Museum/Blanche Ely House Museum hereinafter referred to as the "Property"), located at 1500 NW 6th Avenue, Pompano Beach, Florida 33060, and which is owned in fee-simple by the Owner and has been determined by the Division to be a historic property pursuant to Section 267.021, Florida Statutes.

In consideration of the sum of \$50,000.00 received in grant-in-aid assistance from the Division, the Owner hereby agrees to the following for a period of **five (5)** years:

1. The Owner agrees to assume the cost of the continued maintenance and repair of the Property so as to preserve the architectural or historical integrity of the same.
2. The Owner agrees that no visual or structural alterations will be made to the Property without prior written permission of the Division and 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.
3. If the violation occurs within the **five (5)** year duration of the Preservation Agreement, the Department shall be entitled to the return of the entire grant award amount.
4. The Owner agrees that the Division, its agents and designees shall have the right to inspect the property at all reasonable times in order to ascertain whether or not the conditions of this agreement are being observed.
5. This agreement shall be enforceable in specific performance by a court of competent jurisdiction.
6. It is understood and agreed by the parties hereto that if any part, term, or provision of this agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

Owner

Division of Historical Resources

City of Pompano Beach

Name of Organization

Dr. Timothy A. Parsons, Director

Signature of Authorized Representative

Date

Lamar Fisher, Mayor

Print Name and Title of Authorized Representative

Date

Witnessed of Owner signature
by Notary Public required

“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number