

MEMORANDUM OF AGREEMENT

FOR

CENTRAL PRECINCT CARETAKER'S COTTAGE

The following agreement, executed this ____ day of _____ in the year _____ is herein entered by and between **Historic Savannah Foundation** (hereafter known as "HSF") and the **Mayor & Aldermen of the City of Savannah** (hereafter known as "the City"), pertaining to the rehabilitation of the historic house formerly known as 419 W. 34th Street, and now known as the Central Precinct Caretaker's Cottage, hereafter referred to as "the Property."

The following agreement outlines the responsibilities, duties, and expectations of each party before, during, and after completion of the project, as agreed to by both the undersigned.

HSF HEREBY AGREES TO:

1. Commit \$50,000 towards the preparation of the Property for its rehabilitation and its continued maintenance thereafter.
2. Use a portion of the aforementioned funds to hire an architect to prepare mutually acceptable plans and specifications the City can use to procure construction estimates, a contractor, permits, and guide the rehabilitation of the Property.
3. Assist the City, as appropriate, during the procurement process and oversee/advise on the rehabilitation to ensure it is being executed in accordance with the agreed upon plans and specifications, especially as it pertains to the historic and architectural integrity of the structure.
4. Make available the balance of those funds to the City for placement in a maintenance reserve account (escrow held by the donor's attorney) that will help the City continue to maintain the Property's exterior in keeping with the historic and architectural character of the building and the National Register-listed neighborhoods it adjoins.

THE CITY HEREBY AGREES TO:

1. Include and involve HSF as outlined above.
2. Accept the donation of plans, specifications, and funds as outlined above.
3. Procure, hire, and pay a qualified contractor to undertake the historic rehabilitation per the agreed upon plans and specifications.
4. Sensitively rehabilitate the Property in accordance with HSF's easement.
5. Accept an HSF conservation easement on the Property for a period of ten years from the completion of the project, which grants HSF continued oversight of all alterations, repairs, and improvements to the exterior facades of the Property for the duration of said easement.
6. Agree to maintain the fully rehabbed property in good condition and in accordance with the easement.

IT IS FURTHER AGREED that this Agreement shall remain in effect until the initial \$50,000 HSF funds are exhausted or the easement expires, whichever comes second.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement to be executed by their duly authorized officials.

Historic Savannah Foundation

Name: _____
(Agent)

Mayor & Aldermen of the City of Savannah

Name: _____
(City Manager)

This Agreement approved by the City
Council at a meeting held on the
____ day of _____, 2018.