

Housing & Neighborhood Development
Housing Development Section
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

**State Housing Initiatives Partnership (Ship)
Rehabilitation/Replacement
Grant Agreement**

This Agreement entered into this day of _____, 20__ between **Dennis O. Smith**, herein after referred to as "Owner(s)" and Polk County, a political subdivision of the State of Florida, hereinafter referred to as "County".

Witnesseth

Whereas, the County has funds available for certain qualified real property owners for the purposes of providing grants for the assistance of said owners in the repair and rehabilitation of certain improvements (existing housing) found upon such owned real property; said real property being located within Polk County, Florida **473 Avenue C, P O Box 753, Waverly, FL 33877**

Legal Description: N1/2 OF S 2 1/2 AC OF N 5 AC OF W1/2 OF E1/2 OF NW1/4 OF NE1/4 LESS S 76.1 FT OF E 185 FT & LESS ROAD R/W & LESS COMM SW COR OF LOT 25 ROBINSON'S 2ND SUB AS REC IN PB 37 PG 4 W ALONG S LINE OF SAID SUB 51.23 FT TO POB W 84 FT ALONG SAID S LINE OF SUB TO W LINE OF W1/2 OF E1/2 OF NW1/4 OF NE1/4 S 1 DEG 11 MIN 22 SEC E 100 FT E 84 FT N 1 DEG 11 MIN 22 SEC W 100.09 FT TO POB & LESS COMM SW COR OF LOT 25 ROBINSON'S 2ND SUB AS REC IN PB 37 PG 4 W ALONG S LINE OF SUB 135.23 FT S 1 DEG 11 MIN 22 SEC E 100 FT TO POB S 1 DEG 11 MIN 22 SEC E 57.73 FT TO SW COR OF N1/2 OF S 2 1/2 ACRES OF N 5 ACRES OF W1/2 OF E1/2 OF NW1/4 OF NE1/4 E 149.89 FT N 1 DEG 03 MIN 47 SEC W 57.72 FT W 150.02 FT TO POB & LESS COMM SW COR OF LOT 25 OF ROBINSONS 2ND SUBDIVISION PB 37 PG 4 S89-11-55E ALONG S BNDRY OF SUB 200 FT TO POB N89-11-55W 135.18 FT S1-11-22E 81.85 FT S89-08-04E 135 FT N1-03-47W 82 FT TO POB

Whereas the County has determined that the Owner(s) meets all the eligibility criteria established for the aforementioned grants and is therefore eligible for a grant pursuant to the terms and provisions of said program.

Now, Therefore, in consideration of the covenants contained herein, the parties mutually agree as follows:

1. The Owner(s) agrees to accept **Eleven Thousand Seven Hundred Twenty & 88/100 Dollars** (\$11,720.88) as a grant to be used for construction soft costs and temporary location benefits.
2. The Owner(s) will indemnify and hold the County harmless together with all the County's employees and designated representatives, from any and all liability, claims, action suits or demands for injuries, death or property damage arising out or in connection with the repair and rehabilitation of the Owner(s) property due to the Owner(s) negligence.
3. The Owner(s) filed application with the County dated 4/25/24 for Replacement/New Construction Assistance, and it is incorporated as part of this Agreement, by this reference.
4. This Agreement shall be binding upon the Owner(s), and the estate, personal representatives, heirs and devisees of a deceased (Owner(s)).
5. The use in this Agreement of the word Owner shall apply to the plural as well as the singular.

(Signature on the Following Page)

In Witness Whereof, the Owner(s) and County have executed this Agreement as of the day and year first above written.

Attest:

Owner(s):

Witness

Dennis O. Smith

Witness

N/A
Homeowner

Attest:
Stacy M. Butterfield, Clerk

Polk County, Florida, a political
subdivision of the State of Florida

BY: _____
Deputy Clerk

Chair Date
Board of County Commissioners

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by Dennis O. Smith, who is personally known to me or has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name _____

My Commission Expires _____