

This Document Prepared By:
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Housing and Neighborhood Development
P.O. Box 9005, Drawer HS04
Bartow, FL 33831-9005

HOME INVESTMENT PARTNERSHIP (HOME) REHABILITATION/REPLACEMENT/NEW CONSTRUCTION GRANT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, _____
between **Terrence Bennett and Daysha Bennett**, 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 purposes of providing grants for the assistance of said owners in the repair and rehabilitation
of certain improvements (their existing housing) found upon such owned real property; said real
property being located within Polk County, Florida,

Legal description:

A Parcel of land lying in the NW 1/4 of Section 7, Township 28 South, Range 25 East, Polk
County, Florida and being more particularly described as follows, to wit: From the NE corner of
the NW ¼ of said Section 7, run North 89 degrees 45'00" West along the North boundary line of
Section 7, a distance of 493.66 feet to a point; thence run South a distance of 445.39 feet to the
Point of Beginning, from the Point of Beginning continue South a distance of 122.5 feet; thence
run North 89 degrees 45'00" West a distance of 50 feet; thence run North a distance of 122.5
feet; thence run South 89 degrees 45'00" East a distance of 50 feet returning to the Point of
Beginning. This parcel is further described as: Lot 35, Block 9, MIDWAY GARDENS, a
subdivision according to the plat thereof recorded at Plat Book 21, Page 33, in the Public
Records of Polk County, Florida.

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; the parties thereto mutually agree as follows:

1. The OWNER(S) agrees to accept **Eleven Thousand One Hundred Forty-Eight Dollars and 94/100 (\$11,148.94)** as a grant to be used for construction soft costs, temporary relocation benefits and closing costs. The OWNER(s) home is located at **2046 Alderman Rd., Auburndale, FL 33823.**
2. The COUNTY shall reserve the right, pursuant to the COUNTY'S own procedures, of final approval of all bids submitted from independent contractors relative to performing the rehabilitation and repair of the OWNER(s) home. The nature of the repair and rehabilitation work to be performed by said contractors will be indicated upon a work write-up document; said document being identified in the applicable repair and rehabilitation work contract entered into between the

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OWNER(s) and any repair and rehabilitation contractor.

3. All notices to the OWNER(s), as provided for pursuant to the provisions of this agreement, shall be deemed to have been duly given when if personally delivered; the day after it was sent, if sent by recognized expedited delivery service; and five (5) days after it is sent, if mailed, first class mail, postage prepaid. In each case, notice shall be sent to the address of the OWNER(s) as given in Item 1 of this Agreement.
4. The amount of the Rehabilitation Grant and the total amount the OWNER(s) contracts to pay to the repair and rehabilitation contractor(s) shall be determined at the sole judgment and discretion of the COUNTY. All monies to be used for the benefit of the OWNER(s) pursuant to the aforesaid Rehabilitation Grant shall be held by the COUNTY. All payments coming due to any contractor(s) shall be made by the COUNTY. If, pursuant to the COUNTY spending a specified amount of the aforesaid Rehabilitation Grant in completion of repairing and rehabilitating there remain excess funds, such excess funds shall be credited to the reduction of the principal amount of the Rehabilitation Grant, said excess funds being no longer intended for use relative to the repair and rehabilitation of the OWNER(s) home.
5. 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 (as described in Item 2) due to the OWNER(s) negligence.
6. The OWNER(s) filed application with the COUNTY dated **December 23, 2024** or a Rehabilitation/Reconstruction Assistance it is incorporated as part of this Agreement, by this reference.
7. This Agreement shall be binding upon the OWNER(s), and the estate, personal representatives, heirs and devisees of a deceased OWNER(s).
8. The use in this Agreement of the word OWNER shall apply to the plural as well as the singular.
9. This Agreement shall be binding upon the OWNER(S), and the estate, personal representatives, heirs and devisees of a deceased OWNER(S).
10. The use in this Agreement of the word OWNER(S) shall apply to the plural as well as the singular.

[Signatures on 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 Signature

Terrence Bennett

Printed name of Witness
Witness Address:
Housing & Neighborhood Development
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

Witness Signature

Daysha Bennett

Printed name of Witness
Witness Address:
Housing & Neighborhood Development
1290 Golfview Avenue, Suite 167
P. O. Box 9005 Drawer HS04
Bartow, FL 33831-9005

ATTEST:
CLERK OF COURT
STACY M. BUTTERFIELD

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

By: _____
Deputy Clerk

By: _____ Date
Martha Santiago, Ed. D., Chair
Board of County Commissioners

[Notary Certificate on following page]

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, _____ by Terrence Bennett, who is personally known to me or has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name _____
My Commission Expires: _____

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, _____ by Daysha Bennett, who is personally known to me or has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name _____
My Commission Expires: _____