This Document Prepared By:
Helen R. Sorhaindo
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 _____, _____ between **David Michael Fortune, Justice Bianca Green, and Stephen Kyle Green,** herein after referred to as the "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

Legal Description:

PARCEL 1: The East 80 feet of the West 650 feet of the South 80 feet of the North 240 feet of the SW 1/4 of the NW 1/4 of Section 26, Township 28 South, Range 23 East, Polk County, Florida

PARCEL 2: The East 80 feet of the West 730 feet of the South 80 feet of the North 240 feet of the SW 1/4 of the NW 1/4 of Section 26, Township 28 South, Range 23 East, 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.

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

1) The Owner(s) agrees to accept Eleven Thousand Five Hundred Thirty-Seven and 50/100 Dollars ($11,537.50) as a grant to be used for construction soft costs, Insurance, 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 02/13/2024, 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 devises 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.

[SIGNATURES ON NEXT PAGE]

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

Attest:

_____
Witness

_____
Witness

_____
Witness

Owner(s):

_____
David Michael Fortune

_____
Justice Bianca Green

_____
Stephen Kyle Green

Attest:
Stacy M. Butterfield, Clerk

BY: _____
Deputy Clerk

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

_____
T. R. Wilson, Chair Date
Board of County Commissioners

[Notary certificate on next 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 David Michael Fortune, 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 Justice Bianca Green, 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 Stephen Kyle Green, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

_____
Notary Public
Print Name _____
My Commission Expires: _____