This Document Prepared By: Helen R. Sorhaindo Housing & Neighborhood Development Housing Development Section P.O. Box 9005, Drawer HS04 Bartow, FL 33831-9005

## POLK COUNTY STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) REHABILITATION/REPLACEMENT GRANT AGREEMENT

This Agreement entered into this	day of	,between
Betty S. Frey, herein after referred	to as the "Owner(s)"	and Polk County, a political
subdivision of the State of Florida, h	ereinafter 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:

THE WEST 1/2 OF THE WEST 200 FEET OF THE NORTH 1/2 OF THE NORTH 1/2 OF LOT 29 IN SECTION 22, TOWNSHIP 28 SOUTH, RANGE 23 EAST OF WEST END FARMS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 3A, PAGE 32, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LESS AND EXCEPT ANY PART OF CAPTIONED PROPERTY WHICH MIGHT LIE WITHIN THE FOLLOWING:

BEGIN AT THE NW CORNER OF LOT 29, OF WEST END FARMS LOCATED IN SECTION 22, TOWNSHIP 28 SOUTH, RANGE 23 EAST, AS PER PLAT RECORDED IN PUBLIC RECORDS OF POLK COUNTY, FLORIDA, IN PLAT BOOK 3, PAGE 32, THENCE RUN SOUTH 165 FOR POINT OF BEGINNING, THENCE EAST 200 FEET, THENCE SOUTH 60 FEET, THENCE WEST 200 FEET, THENCE NORTH 60 FEET TO THE POINT OF BEGINNING.

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 <u>Ten Thousand Nine Hundred Sixty and 00/100</u> **Dollars (\$10,960.00)** 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 <u>05/17/2024</u>, 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 day and year first above written.	have executed this Agreement as of the
Attest:	Owner(s):
Witness	Betty S. Frey
Print Name of Witness Witness Address: Housing & Neighborhood Development 1290 Golfview Avenue P.O. Box 9005 Drawer HS04 Bartow, FL 33831-9005	
Attest: Stacy M. Butterfield, Clerk	Polk County, Florida, a political subdivision of the State of Florida
BY: Deputy Clerk	T. R. Wilson, Chair Date Board of County Commissioners
STATE OF FLORIDA COUNTY OF POLK	
The foregoing instrument was acknowledged I presence or $\square$ online notarization, this $\underline{\hspace{1cm}}$ of $\underline{\hspace{1cm}}$ or $\underline{\hspace{1cm}}$ is personally known to me or $\underline{\hspace{1cm}}$ identification.	ay of, by <u>Betty S.</u>
(AFFIX NOTARY SEAL)	Notary Public Print Name My Commission Expires: