

**HOME PROGRAM
REHABILITATION/RECONSTRUCTION
GRANT AGREEMENT**

THIS AGREEMENT entered into this _____ day of _____, 20__ between Steven Richard Speckhardt and Lucretia Ann Stidham, 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:

The South 80 feet of the East 48 feet of the West 490 feet of the North 240 feet of the Southwest 1/4 of the Northwest 1/4 of Section 26, Township 28 South, Range 23 East, Polk County, Florida, subject to utilities and drainage rights-of-way whether originating by use, prescription grant or however established together with the right of traversment over under and across and an easement to clean existing canal thereon; and the South 80 feet of the East 79 feet of the West 569 feet of the North 240 feet of the Southwest 1/4 of the Northwest 1/4 of Section 26, Township 28 South, Range 23 East, Polk County, Florida, and subject to the underlined above.

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 Two Hundred Thirty-Seven Dollars and 50/100 (\$11,237.50) as a grant to be used for construction soft costs. The OWNER(s) home is located at: 2002 Faye Street, Lakeland, FL 33803
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 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 1/10/2024 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.

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

Steven Richard Speckhardt

Witness

Lucretia Ann Stidham

ATTEST:
CLERK OF COURT
STACY M. BUTTERFIELD

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

By: _____
Deputy Clerk

By: _____
T. R. Wilson, 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 Steven Richard Speckhardt, 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 _____, 20__, by Lucretia Ann Stidham, who ☐ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
Print Name _____
My Commission Expires _____