NASSAU COUNTY STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM AGREEMENT BETWEEN NASSAU COUNTY AND OWNER – DEMOLITION AND RECONSTRUCTION

The undersigned individual, **Alice Roberts** (hereinafter the "**Owner**") hereby certifies that they are the owner and occupant of the following property located in Nassau County, Florida (the "**Property**"):

ADDRESS: 45179 Roberts Rd, Callahan, FL 32011

<u>PARCEL ID NUMBER:</u> 19-2N-25-0000-0024-0000

The Owner has submitted an application to Nassau County (the "County") under its State Housing Initiatives Partnership ("SHIP") Program for the demolition and reconstruction of the dwelling located on the Property. Owner hereby agrees and authorizes as follows:

1. SCOPE OF WORK; AGREEMENT WITH CONTRACTOR: The Owner acknowledges that to participate in the County SHIP Program that they shall enter into a separate agreement with the Contractor for the repairs to be performed (the "Contractor Agreement"). The Owner acknowledges and approves the Contractor selected to complete the work as defined in the Contractor Agreement (the "Work"). The Owner certifies that they have received, read, and understand the Contractor Agreement, including the contract sum, the scope of work, the demolition and reconstruction process, and the services offered and to be performed on the Property. The Owner agrees to be bound by the terms of this Agreement and the Contractor Agreement.

2. COOPERATION; ACCESS; UTILITIES:

- a. The Owner will cooperate fully with the County SHIP Administrator or designee, the County Building Department, and the Contractor during the performance of the Work.
- b. As the Owner does not intend to occupy the Property during the demolition and reconstruction process, the Owner will grant access to the Property to the Contractor and all parties involved in the Work from 7 a.m. to 6 p.m., Monday through Saturday, or such other times as agreed to by Owner and Contractor. The Owner agrees that their failure to cooperate with the County or the Contractor may result in the termination of this Agreement, in which case the Owner may be responsible for all outstanding costs incurred by the County and the Contractor up and

until the date of termination.

- c. The Owner will agree to fully furnish the use of electricity and water to the Contractor, at no cost to the Contractor or County, during the performance of the Work.
- 3. PERSONAL PROPERTY; PETS: The Owner agrees to remove personal property from within the Work site and as Contractor may request so as to not interfere with the progress of the Work. The Owner shall ensure that the Contractor shall have easy access in and around the Work site. The Owner shall keep all children, visitors, and pets secured from the Work site so as not to interfere with the Work or be placed in harm's way, and to allow the Contractor to fulfill the requirements of the Contractor Agreement.

4. TIME & PERFORMANCE; CHANGE ORDERS:

- a. The Owner understands and agrees that the Contractor shall start the Work within ten (10) days from the date of issuance of the Notice to Proceed and will complete the Work within one hundred fifty (150) days as set forth in the Contractor Agreement.
- b. The Owner agrees that no changes in materials or description of the Work shall take place without the County SHIP Administrator's written approval. Any approved changes shall be in the form of a Change Order and agreed to by the Owner and the Contractor. All changes must also be approved by the County SHIP Administrator before any such changed Work commences.
- 5. LIEN ON PROPERTY: The Owner acknowledges and understands that a Mortgage Lien will be placed upon the Property. The lien amount will equal the total cost of the Work plus the cost of documentary stamps, recording fees, surveys, title searches, inspections, project delivery cost and any other fees or closing costs related to the rehabilitation process. The lien holder will be the County.
- 6. **RESOLUTION OF DISPUTES:** The Owner agrees that should a dispute arise between the Owner and the Contractor regarding Work performed pursuant to the Contractor Agreement and said dispute cannot be satisfactorily resolved, that the dispute shall be submitted to arbitration under the laws governed by the State of Florida. Notice of the demand for arbitration shall be filed in writing with the other party to the Contractor Agreement and shall be made within a reasonable time after a dispute has arisen. The award rendered by the Arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The prevailing party shall be entitled to recover all costs, including reasonable

attorney's fees.

7. INDEMNIFICATION AND HOLD HARMLESS: The Owner agrees to indemnify and hold harmless the County, its elected officials, employees, officials, representatives, agents and attorneys, and its affiliates from any and all liability resulting from injury, death, sickness, disease, property damage, theft, or any loss and expense by execution of the Work. The Owner agrees to pay reasonable attorney's fees if County is required to defend or prosecute any claim or action arising out of this Agreement not caused by act or omission on the part of County. It is understood that the Contractor is acting in the capacity of an independent Contractor with respect to the Owner.

(Remainder of page intentionally blank. Signature page follows.)

ACKNOWLEDGEMENT: I, the Owner, have received, read and understand this Agreement and shall enforce and agree to the policies within during the rehabilitation process.

	Owner
C-Mu	alie Roberts
Witness Print name: Charles MWhite	Print name: alia Roberts
A. 11 a	Date: 6-13-2025
Hicia Martin	
Witness Print name: Olien Matt	
ВО	OARD OF COUNTY COMMISSIONERS OF
NA	SSAU COUNTY, FLORIDA
	: Taco Pope County Manager and Designee
	te: 7/2/25
	, ,
CO	OUNTY SHIP ADMINISTRATOR
	112
D.	: Margie Drawdy
Dy.	. Margie Diawuy