

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Satisfaction of Homeowner Rehabilitation Program Assistance Agreement and Release of Restrictive Covenants Therein

DEPARTMENT: Planning & Development **DIVISION:** Community Resources

AUTHORIZED BY: Donald Fisher *DF* **CONTACT:** Annie Knight *AK* **EXT.** 7384

Agenda Date <u>01/13/2004</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>	Public Hearing – 7:00 <input type="checkbox"/>		

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Satisfaction of Homeowner Rehabilitation Program Assistance Agreement and Release of Restrictive Covenants for a household assisted with emergency repair assistance under the Seminole County Emergency Repair Housing Program Grant Agreement.

BACKGROUND:

On June 10, 1996 a Seminole County Sub-recipient, assisted Ms. Willie Mae Robison with emergency repair assistance in the amount of \$17,325.00 to repair her home. Ms. Robinson entered into an agreement with the Sub-recipient, said agreement granted unto Seminole County, a certain interest in the property should the owner transfer title, sell or in any manner cease to occupy as her primary residence or dispose of the property before June 10, 2006. The unit was recently refinanced.

A check has been issued to Seminole County to satisfy the County's lien on the property (see attached). Staff is now requesting the Board to approve and execute the attached Satisfaction of Homeowner Rehabilitation Program Assistance Agreement and Release of Restrictive Covenants on the property to remove the now satisfied lien.

Reviewed by:	<i>[Signature]</i>
Co Atty:	<i>[Signature]</i>
DFS:	<i>[Signature]</i>
Other:	<i>[Signature]</i>
DCM:	<i>[Signature]</i>
CM:	<i>[Signature]</i>
File No.	<u>-cpdc02</u>

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, Fl 32771

SATISFACTION OF HOMEOWNER REHABILITATION PROGRAM
ASSISTANCE AGREEMENT
AND
RELEASE OF RESTRICTIVE COVENANTS THEREIN

Know All Persons By These Presents:

WHEREAS, that certain Seminole County Home Program Homeowner Rehabilitation Program Assistance Agreement dated June 10, 1996 and recorded in Official Records Book 03100, Pages 0520 through and including 0522, Public Records of Seminole County, Florida, (the "Agreement") by and between Ms. Willie Mae Robison, a single person (the "Owner") and Seminole County, 1101 East First Street, Sanford, Florida 32771 (the "County") and which lent Owner the sum of SEVENTEEN THOUSAND THREE HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$17,325.00); and

WHEREAS, said Agreement was intended to encumber and create mortgage security interest in the property located at 316 Magnolia Street, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

Legal: W 101.35 FT OF E 332.92 FT OF S 307.04 FT
OF LOT 21, A.E. GRIFFINS SUBDIVISION, as
recorded in Plat Book 2, Page 43, Public Records
of Seminole County, Florida

Parcel Identification: 07-21-30-514-0000-021C

(the "Property,"); and

WHEREAS, said Agreement created a financial interest in the form of a deferred payment loan in the above stated principal amount at zero percent interest(0%) made by the County to Owner and which would become due and payable in full should the Owner

transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property or refinance the Property within ten (10) years from the date of the Agreement (the "Affordability Period"); and

WHEREAS, the Owner entered into that certain Memorandum of Agreement recorded in Official Records Book 3095 and/or 3095/-1, Page 1363-H wherein the subgrantee of the moneys lent under this Agreement, who was also the contractor for the rehabilitation program as identified therein, agreed to release any interest or lien it may have had in the Property at the end of the Affordability Period or at such time as the Property was otherwise refinanced, transferred, conveyed or the Owner ceased occupancy thereof; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreement or any related Subrecipient Agreement; and

WHEREAS, the Owner has refinanced the Property within the ten (10) year period thus requiring repayment of all sums due under the Agreement per Federal and State laws, regulations and policies; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Agreement, being the sum of SEVENTEEN THOUSAND THREE HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$17,325.00); and

WHEREAS, the Owner has, by virtue of her payment of all amounts due and owing, requested that Seminole County release the Property and Owner from any and all liens, encumbrances and restrictive use covenants arising under the Agreement, any related Subrecipient Agreement and the Memorandum of Agreement:

NOW THEREFORE, in consideration of the foregoing recitals and payment of the SEVENTEEN THOUSAND THREE HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$17,325.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about October 21, 2003 pursuant to the terms of all aforesaid instruments, Seminole County does hereby acknowledge full and complete satisfaction of Owner's responsibilities and obligations thereunder.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from any and all liens, encumbrances and restrictive covenants and every part

thereof, both as to the Property and Owner personally and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2003.

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commis-
sioners at their regular
Meeting of _____, 2003.

County Attorney

DATE: 10/24/2003

FILE NO. 1066-303461

SETTLEMENT DATE: 10/16/2003

CHECK AMOUNT: \$ 17,325.00

BUYER: Robison

SELLER:

Property Address: 316 Magnolia St., Altamonte Springs, FL 32701

Payoff Loan Charges

Re:

Charge Details:
Mortgage Loan Payoff:

17325.00

Thank you for doing business with First American Title Insurance Company

ORIGINAL DOCUMENTS PRINTED ON CHEMICAL REACTIVE PAPER WHICH IS A MICROPRINTED BORDER

	First American Title Insurance Company 1650 Summit Lake Drive, Suite 201 Tallahassee, FL 32317 (800) 811-6004	PR. 12000 Ofc. 1066	BofA Reg Escrow Disbursement - Bank of America Escrow Account Regional Center P.O. Box 31019 Tampa FL 33631-3019	1066117159
		FILE NO. 1066-303461	63-4630	Date 10/24/2003

PAY *****\$17,325.00***** DOLLARS \$*****17,325.00

TO THE ORDER OF: Seminole County Government
316 Magnolia Street
Altamonte Springs, FL 32701

Re:

THE FACE OF THIS DOCUMENT INCLUDES A HIDDEN WORD. DO NOT CASH IF THE WORD IS VISIBLE.

⑈ 1066117159⑈ !063000047! 005480639481⑈

MARYANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL.
RECORDED & VERIFIED

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1.50

NOTICE OF COMMENCEMENT

KNOW ALL MEN BY THESE PRESENTS, that rehabilitative construction work shall be initiated on the following described real property (list legal description and street address situated in Seminole County, Florida, to wit: 316 Magnolia Street, Altamonte Springs, L&S W 101.35 Ft. of E 332.92 Ft. OF S 307.04 Ft. OF LOT 21 A R GRIFFINS SUBD, PB 2, PG 43 according to public records of Seminole Co., Fla. within thirty (30) days from the date of the recording of this Notice in the office of the Clerk of Circuit Court in Seminole County, Florida with the commencement of improvements generally described as: Rehabilitation Work.

SEMINOLE COUNTY, FL.
OFFICIAL RECORDS
BOOK PAGE
3112 0457

The name and address of the OWNER(S) as defined in Section 713.01, Florida Statutes, his or her interest in the site of the improvement and the name and address of the fee simple title holder, if other than the OWNER(S) are as follows:

Willie Mae Robison

The name and address of the CONTRACTOR with whom the OWNER(S) has contracted for the construction of the improvements is as follows: Kelley Construction, 15311 Old Hwy 441, Bldg A, Tavares, Florida 32778

The name and Florida address of a person other than the OWNER(S) designated as the person upon whom notices or other documents shall be served as: SUBGRANTEE ORGANIZATION NAME AND ADDRESS: WIN Consultants, Inc.

504 Prado Place

Lakeland, Florida 33803

A copy of this Notice to OWNER shall be provided to the Community Development Principal Planner, Seminole County Housing Rehabilitation Program, Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771.

This Notice is given pursuant to Chapter 173, Florida Statutes.

This instrument prepared by:

Levenia Wynn

3260 N. Hwy 17-92, Suite 112

Longwood, Florida 32750

Return to: (Subrecipient Organization Name and Address)
WIN Consultants, Inc.

3260 N. Hwy 17-92, Suite 112

Longwood, Florida 32750

51

MARYANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL
RECORDED & VERIFIED

860437

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30951-1

ORB

3095

PAGE

1303-H

MEMORANDUM OF AGREEMENT

TO WHOM IT MAY CONCERN:

YOU ARE NOTIFIED of an Agreement between Willie Mae Robison as OWNER, whose mailing address is 316 Magnolia St. Altamonte Springs, Florida 32701, and the SUBGRANTEE, a not-for-profit corporation, a for-profit corporation existing under the laws of the State of Florida, whose mailing address is Lakeland, Florida 33803, hereinafter referred to as the "SUBGRANTEE." Said Agreement provides that SEMINOLE COUNTY hereinafter referred to as "COUNTY," whose mailing address is 1101 East First Street, Sanford, Florida 32771, and/or SUBGRANTEE shall be entitled to recover certain portions of the proceeds granted through such Agreement should the OWNER transfer title, sell or in any manner dispose of the legally described property within five(5), ten(10), fifteen(15) or twenty(20) year period, as applicable, from the date of this Agreement, after which time the COUNTY and/or the SUBGRANTEE releases any and all interest as identified in the Agreement. The property is located at Altamonte Springs, Seminole County, Florida, and is legally described as: 316 Magnolia Street, Altamonte Springs LEG N 101.35 Ft. of E 332.92 Ft. of S 307.04 Ft. of LOT 21, A E GRIFFINS SUBD PB 2, PG 43 according to the public records of Seminole County, Florida.

WITNESSES:

SIGNATURE

Print Name

SIGNATURE

Print Name

OWNER(S)

SIGNATURE

Print Name

SIGNATURE

Print Name

LEGIBILITY UNSATISFACTORY

FOR MICROFILMING

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this 10th day of June, 1996, by WILLIE MAE ROBISON and Levonia A. Wynn, who are personally known to me or who have produced FLA DL# R152-893-31-609, as identification.



LEVONIA A. WYNN
My Comm. Exp. 3/12/00
Bonded By Service Inc
No. CC33787
111 Kennedy Avenue
Altamonte Springs, FL 32714

Print Name Levonia A Wynn
Notary Public in and for the County and State Aforementioned.

My commission expires: 3/12/2000

Return to: (Subrecipient Name and Address)

Levonia Wynn, WIN Consultants, Inc.
3260 N. Hwy 17-92
Suite 112
Longwood, Florida 32750

This instrument was prepared by:

Levonia Wynn
3260 N. Hwy 17-92, Suite 112
Longwood, Florida 32750

92/3
92-00

SEMINOLE COUNTY...
HOME PROGRAM
HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Applicant(s): WILLIE MAE ROBINSON

Property Address: 316 Magnolia Street
Altamonte Springs, Florida 32701

This Agreement is entered into this 10th day of June, 1995 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and W. Robinson (hereinafter "OWNER").

WITNESSETH: ...

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homeowners with rehabilitation assistance through its subrecipient organization hereby known as MTM Consultants, Inc. and hereinafter referred to as "SUBRECIPIENT" and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in an agreement between the OWNER and the previously identified SUBRECIPIENT which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer or foreclosure); (2) the OWNER no longer occupies the unit as his principal residence; or (3) the OWNER dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide through the SUBRECIPIENT a Deferred Payment Loan in an amount up to \$ 17,325.00 at 0% until the first of the following events occurs: (1) OWNER sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the OWNER no longer occupies the unit as his principal residence; or (3) the OWNER dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

The OWNER acknowledges through the affixation of signature(s) below that the SUBRECIPIENT aforementioned must comply with applicable uniform administrative requirements as described in 92 CFR Part 505 and as further described in a separate agreement between the COUNTY and SUBRECIPIENT who in turn may be required to pass certain of these requirements on to the OWNER by separate agreement between the OWNER and the SUBRECIPIENT.

5. PROJECT REQUIREMENT

The COUNTY through the SUBRECIPIENT and the HOMEOWNER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEOWNER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed fifty percent (50%) or eighty percent (80%) as applicable of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median purchase price of the area. The COUNTY through its SUBRECIPIENT has

Print name of owner

OFFICIAL RECORDS
BOOK PAGE

9100000520
SEMINOLE CO. FL

MARYANNE MORSE
CLERK OF CIRCUIT COURT

864375

SEMINOLE COUNTY
RECORDED & VERIFIED

96 JUL 15 AM 9:59

Robby Dominic Wynn
MTM Consultants, Inc.
3200 N. Hwy 17-82 Suite 112
Longwood, Florida 32750

reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEOWNER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS

The property after assistance shall meet Section 0 Housing Quality Standards (HQS), the building Codes of the jurisdiction having authority and minimum rehabilitation specifications as defined in the COUNTY's Rehabilitation Manual. The COUNTY shall through the SUBRECIPIENT inspect the property to ensure minimum rehabilitation compliance.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H except that the COUNTY shall assume responsibility for the environmental review in 92.352 and the intergovernmental review process in 92.359. Applicable regulations are noted below.

- a) Equal opportunity and fair housing Applicable Not Applicable (one unit)
- b) Displacement, relocation and acquisition
 Not Applicable (activity funded is owner-occupied rehabilitation; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
- c) Lead paint
 Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
 Not Applicable (Unit built during or after 1978.)
- d) Conflict of Interest - no conflict found
- e) Disbarment and suspension - Applicable - All contracts and lower tier contracts shall include the certification in Appendix B of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction in any proposal submitted.
- f) Flood insurance
- g) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEOWNER Rehabilitation Program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEOWNER Rehabilitation Program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEOWNER agrees that the funds shall only be used as needed for payment of eligible costs and the amount of each request will be limited to the amount needed at time of request. The HOME funds shall be disbursed by the COUNTY through the SUBRECIPIENT upon receipt of properly executed documentation by OWNER and SUBRECIPIENT.

The HOMEOWNER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations in conjunction with SUBRECIPIENT.

Rehabilitation assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY through the SUBRECIPIENT.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

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SANDHILL CO. PD
0521
OFFICIAL RECORDS
BOOK PAGE

2. RECORDS AND REPORTS

The COUNTY through the SUBRECIPIENT and the HOMEOWNER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Memorandum of Agreement and secured by an Agreement between the OWNER and SUBRECIPIENT for the property. Failure by the HOMEOWNER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action shall be taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) OWNER sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer or foreclosure); (2) the OWNER no longer occupies the unit as his principal residence; or (3) the OWNER dies, or if a married couple, the survivor dies, or for a period of [] five (5), [x] ten (10), [] fifteen (15), [] twenty (20) or [] thirty (30) years, as applicable, depending on the amount of assistance provided.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEOWNER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

Mary V. Mantzaris
Mary V. Mantzaris

WITNESSES:

Tom Kelly
Tom Kelly
William B. Wynn
William Wynn

SEMINOLE COUNTY, FLORIDA

Ron H. Rabun
RON H. RABUN, County Manager

Date: 7/8/96

HOMEOWNER: Robison
WILLIE ROBISON

Date: 6/10/96

3100
SEMINOLE CO. CL
0522
OFFICIAL RECORDS
BOOK PAGE

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this 10th day of June, 1996, by WILLIE MAE ROBISON, who is personally known to me or who has produced FL D # R152-893-39-608 as identification.



LEYONIA A. WYNN
My Comm Exp. 3/12/00
Notary Public
No. 00399167
State of Florida

LeYonia A. Wynn
Print Name LeYonia A. Wynn

Notary Public in and for the County and State Aforementioned.

My commission expires: 3/12/2000

WIN Consultants, Inc.
3260 N. Hwy 17-92 Suite 112
Longwood, Florida 32750