

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Amendment to Affordable Housing Development Agreement with HANDS

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

AUTHORIZED BY: Donald S. Fisher **CONTACT:** Buddy Balagia **EXT.** 7379

Agenda Date <u>06/24/2003</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 an Amendment to an Affordable Housing Development Agreement with Housing and Neighborhood Development Services of Central Florida, Inc. ("HANDS").

BACKGROUND:

On February 28, 1995 the Board entered into an Agreement with HANDS by which some lots in Sanford were donated to HANDS to develop affordable housing for lower income households. On April 24, 2002 the Agreement was amended to allow HANDS to trade the lots for lots elsewhere in Sanford, still stipulating that they be used to provide housing for income eligible households.

Currently the amended Agreement requires that HANDS provide 4 affordable housing units by June 30, 2003. Three lots are currently under development; however, one of the lots has been deemed infeasible to develop for affordable housing due to excessive clearing costs and costs for a well and a septic system (development costs will exceed \$110,000). HANDS has requested that it be allowed to sell or trade the lot for a more suitable lot, but needs more time than the Agreement allows in order to fulfill the Agreement.

The attached Amendment allows for HANDS to construct the fourth unit by December 31, 2004 and sell it to an income eligible home buyer by June 30, 2005. Staff concurs with this request and recommends that the Board execute this Amendment.

Reviewed by:
Co Atty: _____
DFS: _____
Other: <u> </u>
DCM: <u> </u>
CM: <u> </u>
File No. <u>-cpdc04</u>

**SECOND AMENDMENT TO THE "CENTRAL FLORIDA HOUSING AND
NEIGHBORHOOD DEVELOPMENT SERVICES, INC./SEMINOLE COUNTY
AFFORDABLE HOUSING DEVELOPMENT AGREEMENT"**

THIS SECOND AMENDMENT to Central Florida Housing and Neighborhood Development Services, Inc./Seminole County Affordable Housing Development Agreement is made and entered into this _____ day of _____, 2003, and is to that certain Agreement made and entered into on the 28th day of February, 1995, which was further amended April 24, 2002, between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter referred to as "COUNTY" and HOUSING & NEIGHBORHOOD DEVELOPMENT SERVICES OF CENTRAL FLORIDA, INC., (incorrectly identified as CENTRAL FLORIDA HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES, INC., in that certain Affordable Housing Agreement dated February 28, 1995) whose address is 990 North Bennett Avenue, Suite 200, Winter Park, Florida, 32789, hereinafter referred to as "DEVELOPER".

W I T N E S S E T H:

WHEREAS, DEVELOPER and COUNTY entered into the above-referenced Agreement on February 28, 1995, hereinafter referred to as the "Agreement", and amended it on April 24, 2002, hereinafter referred to as the "First Amendment", in which the COUNTY granted to DEVELOPER certain parcels of land in Seminole

County in exchange for the DEVELOPER's agreement to develop affordable housing units for low income households upon said land; and

WHEREAS, the parties agreed in the First Amendment that DEVELOPER could use the Exchange Lots to enable DEVELOPER to build affordable housing units, and that DEVELOPER would completely construct four housing units on the Exchange Lots by a specified time; and

WHEREAS, DEVELOPER maintains it has been unable to construct the fourth house on the Exchange Lots and therefore requests an extension on the time limitation of the First Amendment; and

WHEREAS, the parties desire to amend the Agreement and First Amendment so as to enable both parties to continue to enjoy the mutual benefits they provide; and

WHEREAS, Section 11(b) of the Agreement provides that any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by both parties;

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the First Amendment to the Agreement as follows:

1. Section 17(b)(i) of the Amendment is hereby superceded and replaced by the following:

(i) The required four (4) housing units shall be completely constructed on the Exchange Lots, and DEVELOPER shall have obtained a Certificate of Occupancy from the appropriate government entity, on or before December 31, 2004.

2. Section 17(b)(v) of the Amendment is hereby superceded and replaced by the following:

(v) All four (4) housing units shall be sold on or before June 30, 2005, unless a written authorization for an extension of up to an additional six months is issued by the Director.

3. Section 17(c) of the Amendment is hereby superceded and replaced by the following:

(c) The Exchange Lots must be developed in accordance with the terms, covenants, and restrictions of the Agreement as amended. Should the Exchange Lots not be developed pursuant to these terms, covenant, and restrictions, ownership and title to the Exchange Lots shall vest or revert to the COUNTY and the COUNTY shall be entitled to enter the Exchange Lots and repossess and seize the real and personal property therein to the extent permitted by law. In lieu of entry and seizure of the Exchange Lots, the COUNTY may, at its sole discretion, accept a sum of \$15,000, less any documented taxes and development costs, for each housing unit not constructed and sold pursuant to the terms of the Agreement and its amendments by June 30, 2005. This sum is an approximate value of each

parcel of property and the housing unit to be constructed therein and is not a penalty or fine of any nature. Nothing herein shall be construed as a waiver by the COUNTY of any rights it may have at law or at equity nor impose any conditions upon the COUNTY precedent to enforcing its rights as described herein.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed:

ATTEST:

HOUSING & NEIGHBORHOOD
DEVELOPMENT SERVICES OF
CENTRAL FLORIDA, INC.

By: _____

Print Name: _____

Its: _____

(CORPORATE SEAL)

Date: _____

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this _____ day of _____, 200__, before me, these officers duly authorize in the State and County aforesaid to take acknowledgements, personally appeared _____ and _____, as _____ and _____, respectively, of HOUSING & NEIGHBORHOOD DEVELOPMENT SERVICES OF CENTRAL FLORIDA, INC., a Florida Corporation, who are personally known to me or have produced _____/_____ as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in the HOUSING & NEIGHBORHOOD DEVELOPMENT SERVICES OF CENTRAL FLORIDA, INC. and

on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Print: _____
Notary Public in and for the
County and State Aforementioned:

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 _____,
200__, regular meeting.

County Attorney

KC 6/9/03

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