

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: First Amendment to Agreement with Rescue Outreach Mission of Sanford, Inc.

DEPARTMENT: Community Services **DIVISION:** Community Assistance

AUTHORIZED BY: David Medley, Ph. D. **CONTACT:** Buddy Balagia **EXT.** 2389
Acting Director

Agenda Date 11/7/06 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the First Amendment to Seminole County/Rescue Outreach Mission of Sanford, Inc. HUD/CDBG Subrecipient Agreement to enable a project design change.

(District 5 – Brenda Carey)

BACKGROUND:

On November 17, 2005 the Board of County Commissioners ("Board") approved and executed a Subrecipient Agreement with the Rescue Outreach Mission of Sanford, Inc. ("Mission") to provide \$400,000 in Community Development Block Grant ("CDBG") Program funds to expand the size of their shelter and increase shelter capacity by ten (10) beds. The Mission provides emergency overnight shelter for the County's homeless population and twice-daily meals for other lower income persons in the Goldsboro area of Sanford.

After bidding the project, the Mission's Board of Directors realizes that the budget is insufficient to meet increasing construction costs, even with the over \$200,000 in leveraging being provided by various firms and individuals.

The Mission's Board of Directors reassessed the project and wishes to redesign the rehabilitation of the facility to remain within the confines of the current building and previously budgeted funding, while still adding the ten (10) additional beds. The redesign will require no new construction or addition to the building, and site work will be significantly reduced, thereby reducing construction costs considerably to the point where the \$400,000 of CDBG funding and \$200,000 of leveraged funding will be adequate.

This First Amendment to the Agreement will allow for the requested changes, and will extend the term of the Agreement through June 30,

Reviewed by: _____
Co Atty: _____
DFS: _____
Other: _____
DCM: _____
CM: _____

2007. Staff concurs with the Mission's request, and requests that the Board approve the Amendment.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute the First Amendment to Seminole County/Rescue Outreach Mission of Sanford, Inc. HUD/CDBG Subrecipient Agreement

Attachments:

First Amendment to Seminole County/Rescue Outreach Mission of Sanford, Inc.
HUD/CDBG Subrecipient Agreement

**FIRST AMENDMENT TO
SEMINOLE COUNTY/RESCUE OUTREACH MISSION OF SANFORD, INC.
HUD/CDBG SUBRECIPIENT AGREEMENT**

THIS FIRST AMENDMENT, entered into this _____ day of _____, 2006, is to that certain HUD/CDBG Subrecipient Agreement dated November 17, 2005 (the "Agreement"), by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **RESCUE OUTREACH MISSION OF SANFORD, INC.**, a Florida non profit corporation, whose mailing address is P.O. Box 412, Sanford, Florida 32772-0412, hereinafter referred to as "MISSION".

WHEREAS, the parties desire to change the scope of the Project as defined in the Agreement to eliminate the 1,435 square foot addition to the existing facility and instead utilize the entire amount of funding for the completion of renovations to the existing building owned and operated by MISSION; and

WHEREAS, the parties have determined that the Project completion date is in need of being extended beyond that initially provided for in the Agreement; and

WHEREAS, administrative reorganization of certain COUNTY departments and divisions, particularly those responsible for performance under the Agreement now requires changes to related references in the Agreement; and

WHEREAS, all of the aforementioned changes require extensive revisions to the several Exhibits attached to the Agreement,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable

consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and form a material part of this First Amendment upon which the parties have relied.

Section 2. Section 2 of the Agreement is hereby amended to read as follows:

"Section 2. Definitions.

(a) "Affordable Housing Purpose" shall mean the provision of emergency shelter housing and associated support services for homeless men in Seminole County who are of Low Income or Very Low Income.

~~(a)~~ (b) "CD Administrator" means the Seminole County Community Resources Assistance Division Manager.

~~(b)~~ (c) "CDBG Program" means the Seminole County Community Development Block Grant Program.

~~(e)~~ (d) "CDBG Regulations" means 24 CFR Part 570 and supplemental, additional, or successor provisions.

~~(d)~~ (e) "County Approval" means written approval by the ~~Planning Community Services Department~~ Director, CD Administrator, or their designee.

~~(e)~~ (f) "Low and Moderate Income" means gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

~~(f) "Planning Department" means the COUNTY's Planning and Development Department Director or his/her designee for the Community Development Office.~~

(g) "Project" means the ~~construction of an addition of approximately 1,435 square feet and renovation to approximately 5,693 square feet~~ of the existing 5693 square feet building located at 1701 W. 13th Street, Sanford, Florida 32771 and related site work as may be necessary to provide a minimum of ten (10) extra shelter dormitory beds and associated shelter assistance for homeless men in Seminole County and as more fully described in Revised Exhibits A-1 and B-1, attached hereto and incorporated herein by reference.

(h) "Restrictive Use Covenant" shall mean that instrument attached in the form of Exhibit F to this First Amendment and hereby incorporated into the Agreement restricting the use of the completed Project to the Affordable Housing Purpose for a term of fifteen years from the date of Project completion as determined by COUNTY or June 30, 2022, whichever is later.

(i) "Very Low Income" means gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement."

Section 3. Section 3 of the Agreement is hereby amended to delete reference to direct payment to contractors and to instead provide for payment or reimbursement to MISSION for Project costs incurred and shall read as follows:

"Section 3. Statement of Work.

(a) MISSION, in a manner satisfactory to the COUNTY, shall perform all services described or referred to in Revised Exhibit A-1, Scope of Services, attached hereto and incorporated herein by reference. Such services shall be performed, except as otherwise specifically stated

herein, by persons or instrumentalities solely under the dominion and control of MISSION.

(b) The parties recognize and agree that the purpose of this Agreement is to provide ~~HUD/CDBG~~ funding through COUNTY for direct payment or reimbursement to ~~vendors, contractors, and subcontractors on behalf of~~ MISSION for the Project. The parties further recognize that this Agreement is directly related to the implementation of the CDBG Program. Where service expenses are authorized by the COUNTY as set forth in the Project Budget, attached hereto and incorporated herein as Revised Exhibit B-1, those expenses shall be specifically itemized by the hours or dollars expended or as otherwise required by applicable laws, rules, and regulations. All hours charged by staff, vendors, contractors, and subcontractors and direct expenses shall be specifically and directly related to MISSION's implementation of the CDBG activity funded under this Agreement and for no other purpose."

(c) MISSION shall, no later than June 30, 2007, execute and record the Restrictive Use Covenant in the form attached hereto as Exhibit F, pertaining to the Property being rehabilitated with funding provided under this Agreement. Failure to comply shall be deemed a breach of this Agreement.

Section 4. Section 4 of the Agreement is hereby amended to read as follows:

"Section 4. Term. ~~On behalf of MISSION, the~~ COUNTY shall directly pay ~~all vendors, contractors, and subcontractors~~ or reimburse MISSION for the services described in Revised Exhibit A-1 up to the limits set forth in Section 5. All such services shall be performed by MISSION or persons

under its direct control in accordance with applicable requirements of HUD with reimbursement contingent thereupon. MISSION shall perform and complete all Project services described in Revised Exhibit A-1 by no later than ~~December 31, 2006~~ June 30, 2007, unless the Agreement is otherwise amended or extended by written agreement of the parties as provided hereunder. This Agreement shall remain in full force and effect from the date of execution through ~~December 31, 2006~~ June 30, 2022, during which time the facilities comprising the Project shall only be used for the provision of shelter assistance and dormitory beds for homeless men in Seminole County."

Section 5. Section 5 of the Agreement is hereby amended to conform the payment terms to provide for direct payment or reimbursement to MISSION instead of direct payments to vendors and shall henceforth read as follows:

"Section 5. Payments.

(a) The COUNTY shall ~~directly pay the contractors, subcontractors, and vendors selected by~~ pay or reimburse MISSION ~~to provide for~~ contracted services under this Agreement in accordance with the Project Budget, attached hereto as Revised Exhibit B-1. ~~and incorporated herein by reference.~~ Requests for payment must be submitted on the form attached hereto as Revised Exhibit C-1, incorporated herein by reference, along with other required documentation.

(b) The COUNTY has allocated FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) of HUD funds for completion of this Agreement. The COUNTY will directly pay for the services rendered under this Agreement up to FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00). In the

event that the Project does not require the full amount of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00), as reflected in the bids received and reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate any such remaining, excess, unencumbered, or unused funds to other COUNTY HUD funded projects.

(c) In no event shall the COUNTY pay or reimburse MISSION ~~or its contractors, subcontractors or vendors~~ until all goods and services rendered are properly invoiced and approved in writing by MISSION and the CD Administrator.

(d) In order to process payment requests, MISSION shall submit to the COUNTY an original invoice signed by the entity requesting payment and MISSION's Project Manager. Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with the invoice and accompanied by a "Request For Payment" in the form attached as Revised Exhibit C-1 to this Agreement.

(e) Upon receipt of the documentation listed above, the COUNTY shall initiate ~~direct~~ payment to ~~the appropriate vendor~~ MISSION. The COUNTY reserves the right to verify, by site inspection when necessary, that all goods, materials, labor and services have been properly invoiced. Payment shall be made as soon as practicable; provided, however, that if MISSION, its vendors, contractors and subcontractors have performed services in full compliance with all HUD requirements and properly invoiced the request for payment, payment shall be rendered by the COUNTY within thirty (30) days of its receipt of payment request.

(f) On or before ~~December 31, 2006~~ July 1, 2007, MISSION shall render a final and complete statement to the COUNTY of all costs for goods and services not previously invoiced. The COUNTY shall not be obligated to pay any charges, claims or demands of MISSION not properly invoiced, received by and provided to the COUNTY by said date.

(g) Any goods, capital equipment, or services not identified herein or in Revised Exhibit A-1 not allotted in the Project Budget, or not undertaken in compliance with this Agreement, will only be paid by the COUNTY if the CD Administrator has issued prior written approval of such goods, capital equipment, or services.

(h) MISSION shall not ~~be-funded~~ utilize any CDBG funds provided by COUNTY under this Agreement for ~~any~~ the acquisition, purchase, donation, or receipt of any interest in real property or benefits derived from an owner of any real property. ~~unless MISSION has first received written authorization from the CD Administrator. Any such activities utilizing funds derived under this Agreement without COUNTY approval is strictly prohibited and may result in termination of this Agreement. Additionally, any such activity undertaken by MISSION shall fully comply with the Uniform Administrative Requirement specified in Section 6(b)(vii) of this Agreement.~~

(i) MISSION shall be responsible for leveraging the CDBG funds received pursuant to this Agreement. Such leveraging shall be in the form of money and/or services in kind in the combined amount of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00). MISSION shall provide COUNTY with sufficient documentation that funds and services have been leveraged in an amount at least equal to said amount before

awarding of any construction contract(s). MISSION's failure to obtain such leveraged funding shall relieve the COUNTY of any responsibility for contribution of CDBG funds for Project costs and services and, at the option of the COUNTY, may result in unilateral termination of this Agreement."

Section 6. Section 7 of the Agreement is hereby amended to correct two scrivener's errors and shall read as follows:

"Section 7. Project Publicity. Any news release, project sign, or other type of publicity pertaining to the project described herein shall recognize the Seminole County Board of County Commissioners as the recipient of CDBG funding ~~by~~ from HUD and providing funds to MISSION."

Section 7. Section 10 of the Agreement is hereby amended to read as follows:

"Section 10. Maintenance of Records.

(a) MISSION shall maintain all records required by Federal, State and local laws, rules and regulations for a period of no less than five years from the date of the ~~final~~ Project ~~audit~~ completion or such longer period as may be required by Federal or State law. This requirement shall include:

(1) All accounts, property and personnel records, as deemed necessary by the COUNTY to ensure proper accounting of all project funds and compliance with this Agreement.

(2) Financial records regarding the following:

(A) Invoices, receipts and cancelled checks of all items purchased by MISSION pursuant to this Agreement;

(B) Bills and invoices for all services purchased by MISSION pursuant to this Agreement;

(C) Force account construction including the records indicating name, position, number of hours and total labor costs.

(D) All capital expenditures in excess of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00), including a description, model, serial number, and date and cost of acquisition.

(b) MISSION shall perform or cause to be performed an annual ~~audit~~ audited financial statement for each of its fiscal years encompassing Project activities under this Agreement and provide copies of such audits to the CD Administrator within thirty (30) days of its completion. If MISSION ultimately receives more than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) during any one year from all Federal sources pursuant to the Project and/or this Agreement, such auditing procedures shall be undertaken in compliance with Management and Budget Circular A-133 and provided to the CD Administrator in a timely manner.

(c) All records and contracts, of whatsoever type or nature, required by the Agreement shall be available for ~~audit~~ monitoring, inspection and copying in accordance with Chapter 119, Florida Statutes. The COUNTY shall have the right to obtain and inspect any audit or other documents pertaining to the performance of the Agreement made by any Federal, State or local agency.

Section 8. Section 19 of the Agreement is hereby amended to correct minor scrivener's errors and shall read as follows:

"Section 19. Reversion of Assets. Upon expiration of this Agreement, MISSION shall immediately transfer to the COUNTY any remaining

~~HUD~~ CDBG funds and any accounts receivable attributable to the use of ~~HUD~~ CDBG funds distributed pursuant to this Agreement. The distribution of any real property controlled by MISSION and acquired or improved in whole, or in part, after receiving the express approval of the COUNTY, with ~~HUD~~ CDBG funds in excess of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) shall be governed by 24 CFR Sections 570.503**(b)**(7) and 24 CFR 85.31. If such property is sold to another party, the provisions of 24 CFR 570.504**(b)**(4) and (5) and 24 CFR 570.505(c) shall also apply with respect to income derived therefrom."

Section 9. Incorporation of Revised Exhibits. Revised Exhibits A-1, B-1, C-1, D-1 and E-1 are incorporated into the Agreement by reference to same in this First Amendment and are hereby declared to supersede and replace Exhibits, A, B, C, D and E to the Agreement.

Section 10. Addition of Exhibit "F" to Agreement. There is hereby added new Exhibit "F" to the Agreement entitled "Restrictive Use Covenant" in the form attached as Exhibit F to this First Amendment.

Section 11. Effect of First Amendment on remaining portions of Agreement. All other portions of the Agreement not expressly amended or replaced by this First Amendment shall remain in full force and effect and binding upon the parties hereto.

Section 12. Headings. All articles and descriptive headings of paragraphs in this First Amendment are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 13. Severability. If any one or more of the covenants or provisions of this First Amendment to the Agreement, or the Agreement as amended hereby, shall be held to be contrary to any express provision of

law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this First Amendment and the Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this First Amendment and the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed:

ATTEST:

Bristol C. Conklin
Secretary

RESCUE OUTREACH MISSION
OF SANFORD, INC.

By: Richard Burke
RICHARD BURKE, Executive Director

Date: SEPT. 18, 2006

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their _____, 2006
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

Attachments:

- Revised Exhibit A-1 - Scope of Services
- Revised Exhibit B-1 - Project Budget
- Revised Exhibit C-1 - Request for Payment
- Revised Exhibit D-1 - Monthly Report
- Revised Exhibit E-1 - End of Project Report
- Exhibit F - Restrictive Use Covenant

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REVISED EXHIBIT A-1

SCOPE OF SERVICES

RESCUE OUTREACH MISSION OF SANFORD, INC.

SEMINOLE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

MISSION shall provide for professional construction services for the renovation of the men's shelter at 1701 W. 13th Street, Sanford, Florida. Renovations to the existing building shall encompass approximately 5,693 square feet therein. Work may also include site work required for the renovation. These services are being performed to provide homeless shelter assistance and to add a minimum of ten (10) extra shelter beds for dormitory use.

Prior to the award of any construction contract, MISSION shall provide COUNTY with documentation to demonstrate that funds and or services have been secured and will be leveraged equivalent to an amount up to TWO HUNDRED THOUSAND AND NO/DOLLARS (\$200,000.00).

MISSION shall comply with the requirements of Section 4 of this Agreement by continuing to use the building for the purposes specified herein until June 30, 2022 or completion of the Project, whichever is later.

TASK ONE: DOCUMENTS AND BID PROCESS

MISSION shall use construction plans prepared or to be prepared by Heilman Architecture, P.A., dated 10/22/2004 (any proposed modifications thereafter will be agreed upon between COUNTY and MISSION), and site work plans prepared by CPH Engineers, Inc. (any proposed modifications will be agreed upon between COUNTY and MISSION). Where applicable, MISSION shall have construction drawings and site plans reviewed and approved by the reviewing authorities for the City of Sanford, the State of Florida and Seminole County.

MISSION shall apply for and submit copies of all issued building permits and other required permits to the COUNTY.

MISSION shall prepare all documents required for bidding. The document shall be submitted to the COUNTY for review and approval prior to bidding. The COUNTY shall review the documents and incorporate terms and conditions as required by the COUNTY or by Federal requirements.

MISSION shall comply with the requirements of 24 CFR Part 84.44 and OMB Circular A-110 SUBPART C.40-.48 both of which define "Procurement".

TASK TWO: BID RESPONSE REVIEW

Following the close of the bidding period, the COUNTY and MISSION shall jointly review the bids received. After review, MISSION shall verify contractor qualifications and COUNTY shall verify that the apparent low and successful bidder is not suspended or debarred from doing business under federally funded contracts.

TASK THREE: CONTRACTOR SELECTION

MISSION shall select, with the COUNTY acting in an advisory capacity, the contractors to be awarded the renovation, and any ancillary site work. MISSION shall prepare and negotiate the contracts with the contractors and monitor the performance to meet certain requirements, such as, but not limited to, appropriate contractor licensing, proper insurance coverage, certificates and permits.

TASK FOUR: PRE-CONSTRUCTION CONFERENCE

MISSION and the COUNTY shall hold a joint pre-construction conference at the MISSION office with the contractor, subcontractors, utility company representatives (if applicable) and other construction involved entities for the purpose of:

1. Identifying the project manager;
2. Discussing the plans and specifications;
3. Discussing construction procedures and establishing a construction schedule;
4. Answering any questions prior to construction; and
5. Discussing Federal requirements and regulations including Federal labor standards (COUNTY staff shall present this information.)
6. Adequacy of contractor's insurance and performance bonds.

TASK FIVE: PROJECT MONITORING & PROGRESS REPORTS

MISSION shall provide a project manager to monitor the activities. The project manager shall be responsible for responding to all requests by the COUNTY. In accordance with Section 9 of the Agreement, the project manager for MISSION shall provide monthly reports (attached hereto as EXHIBIT D) to the COUNTY by the fifteenth (15th) day of every month.

TASK SIX: PAYMENT

COUNTY shall directly pay or reimburse MISSION for the Project costs of contractors, subcontractors and vendors in accordance with Section 5 of the Agreement.

REVISED EXHIBIT B-1

PROJECT BUDGET

RESCUE OUTREACH MISSION OF SANFORD, INC.

Activity	Budget
<p>Construction services for the renovation of the men's shelter at 1701 W. 13th Street, Sanford, Florida. Renovations to the existing building shall encompass approximately 5,693 square feet. Work may also include required site work ancillary to the renovation.</p> <p>CDBG funds from Seminole County</p>	<p>\$400,000.00</p>

REVISED EXHIBIT C-1

RESCUE OUTREACH MISSION OF SANFORD, INC.

REQUEST FOR PAYMENT

Subrecipient: Rescue Outreach Mission of Sanford, Inc.

Name of Activity: Renovation of existing shelter

Mailing Address: 1701 W. 13th Street

Contact Person: Richard Burke, Executive Director

Payment Request No: _____ Telephone Number: 407-321-8224

Activity	Original Budget Amount	Payment Amount this Request	Paid To Date	Budget Balance
Construction and Renovation	\$	\$	\$	\$
Site Work (if necessary)	\$	\$	\$	\$
TOTAL	\$400,000.00	\$	\$	\$

Attach a copy of all supporting documentation for this Payment Request

Estimated Activity Completion Date: _____

Subrecipient/Interlocal Agreement Required Completion Date:

Submitted By: _____ Title: _____

Signature: _____ Date: _____

REVISED EXHIBIT D-1

RESCUE OUTREACH MISSION OF SANFORD, INC.

MONTHLY REPORT

Status Report for Month of _____

Subrecipient: Rescue Outreach Mission of Sanford, Inc.

Mailing Address: 1701 W. 13th Street Sanford, Florida 32771

Contact Person: Richard Burke, Executive Director

Telephone: 407-321-8224

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS

ACTIVITY	ESTIMATED BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE
Renovation of 1701 W. 13 th Street Building	\$	\$	\$	\$	\$
Site Work	\$	\$	\$	\$	\$
TOTAL	\$400,000.00	\$	\$	\$	\$

Signed: _____

REVISED EXHIBIT E-1

RESCUE OUTREACH MISSION OF SANFORD, INC.

END OF PROJECT REPORT

Subrecipient: Rescue Outreach Mission of Sanford, Inc.

Type of service provided: Renovation to Men's Shelter

Total number of people sheltered: _____

No. of Household / Persons Assisted	Low and Moderate Income	American Indian or Alaska Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White	Hispanic or Latino	Not Hispanic or Latino	Female Headed Household

Any other special accomplishments:

Signed: _____

This document was prepared by:
Arnold W. Schneider
Assistant County Attorney
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

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

EXHIBIT F

RESTRICTIVE USE COVENANT

This Restrictive Use Covenant is made by **RESCUE OUTREACH MISSION OF SANFORD, INC.**, whose mailing address is P.O. Box 412, Sanford, Florida, 32772-0412, as fee simple owner (the "OWNER"), in favor of **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (the "COUNTY") concerning that certain parcel of real property the address, legal description, and parcel identification number for which are as follows:

1701 W. 13th Street
Sanford, Florida 32771

and legally described as:

LOTS 11, 12 AND 13, GEORGIA ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 52 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 35-19-30-505-0000-0110

(hereinafter called the "Property").

The use of the Property shall be restricted to providing emergency, non-permanent, shelter housing and related support services for Low Income and Very Low Income homeless men in Seminole County (the "Affordable Housing Purpose") and subject to the terms and conditions of that certain Agreement dated November 17, 2005, as amended (the "Agreement") between OWNER and COUNTY relating to the COUNTY'S grant to OWNER of Federal Department of Housing and Urban Development ("HUD") Community Development Block Grant (CDBG) funds in the amount of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) towards renovation of the Property. **Said use restriction shall be for a period of fifteen (15) years from the completion date of the Project as described in the Agreement or June 30, 2022, whichever is later.**

This Restrictive Use Covenant shall constitute a covenant running with the land, shall be binding upon the current OWNER, its successors in title, and is expressly for the benefit of OWNER and the COUNTY and may be enforced by the OWNER or the COUNTY in any lawful manner. This Restrictive Use Covenant may be released prior to the expiration date established herein only upon the consent of the COUNTY as evidenced by an instrument to that effect duly executed by the Board of County Commissioners of Seminole County, Florida and recorded in the Official Records of said jurisdiction.

IN WITNESS WHEREOF, the OWNER, through its undersigned directors and officers has caused this instrument to be executed:

ATTEST:

RESCUE OUTREACH MISSION
OF SANFORD, INC.

Secretary

By: _____
RICHARD BURKE, Executive Director

Date: _____

STATE OF FLORIDA }
COUNTY OF SEMINOLE }

I HEREBY CERTIFY that, on this ___ day of _____, 20____, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Richard Burke and _____ as Executive Director and Secretary of RESCUE OUTREACH MISSION OF SANFORD, INC., a non-profit corporation organized under the laws of the State of Florida, [] who are personally known to me or [] who have produced _____ and _____, respectively, as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in and on behalf of the corporation and that they also affixed thereto the official seal of the corporation.

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

My commission expires: _____