

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Revised (Time Extension) to SHIP Subrecipient Agreement with the Center for Affordable Housing, Inc.

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

AUTHORIZED BY: Don Fisher **CONTACT:** Gilbert Monasterios **EXT.** 7374

Agenda Date <u>12/9/03</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:

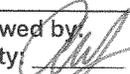
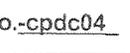
Approve and authorize the Chairman to execute revised SHIP Subrecipient Agreement with the Center for Affordable Housing, Inc.

BACKGROUND:

On September 10, 2002, the Board approved funding to The Center for Affordable Housing, Inc. to provide administrative services to J.U.T.E., Inc. to acquire, rehabilitate and increase the number of special needs rental housing units.

Due to engineering modifications to the original plans and the review period required by the City of Sanford in order to issue permits, the time required for performance of the Agreement and the SHIP statutory affordability period will need to be extended six (6) months.

Staff recommends and the Board is requested to approve the execution of the attached revised Agreement, corrected Restrictive Covenant, Mortgage Deed, Promissory Note and Satisfaction of the earlier mortgage and note.

Reviewed by: 
Co Atty: 
DFS: 
Other: 
DCM: 
CM: 
File No.-cpdc04

SEMINOLE COUNTY/CENTER FOR AFFORDABLE HOUSING
REVISED SHIP PROGRAM SUBRECIPIENT AGREEMENT
FOR PROGRAM YEAR 2003-2004

THIS AGREEMENT is made and entered into this ____ day of _____, 2003, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, hereinafter referred to as the "COUNTY," and THE CENTER FOR AFFORDABLE HOUSING, INC., a Florida not-for-profit corporation whose address is 2524 S. Park Drive, Sanford, Florida 32773, hereinafter referred to as "CENTER".

W I T N E S S E T H:

WHEREAS, the COUNTY has adopted the Seminole County Local Housing Assistance Plan (LHAP) and participates in the Florida SHIP Program to make affordable housing available to citizens of Seminole County, Florida of very low or low income and to citizens of Seminole County with special housing needs; and

WHEREAS, CENTER is a Florida not-for-profit corporation engaged in construction administration; and

WHEREAS, J.U.T.E., Inc., is a Florida not-for-profit corporation engaged in providing affordable housing to homeless women; and

WHEREAS, the COUNTY and CENTER wish to collaborate to create transitional housing facilities for low and very low income teenage women and their children; and

WHEREAS, COUNTY and CENTER previously entered into an agreement dated June 2, 2003 and which is recorded in the Board of County Commissioners Minutes Book 297, Pages 0834 through and including 0850 (the "Previous Agreement"); and

WHEREAS, said Previous Agreement, which addressed the same issues and particular project as this Agreement, contains crucial performance dates and financing terms in section 4 thereof and in exhibit "E" thereto which dates are now deemed inadequate and in need of correction and extension; and

WHEREAS, the Previous Agreement was not recorded in the Official Records relating to lands along with its exhibit "E" containing the related mortgage deed, promissory note and restrictive covenant, (collectively the "Previous Encumbrances"), all of which comprise a common plan of finance; and

WHEREAS, the Previous Encumbrances all contained scrivener's errors in the legal description of the real property which is the subject of the Previous Agreement and this Agreement and also recited the same critical performance and financing dates that are now deemed in need of revision; and

WHEREAS, in order to avoid confusion and potential misunderstanding, COUNTY and CENTER mutually agree that it is in their best interest to cancel the Previous Agreement and the related Previous Encumbrances and instead enter into this new Agreement, including a new Mortgage, Promissory Note and

Restrictive Covenant set forth as Composite Exhibit "E" attached hereto and to record same in the Official Records of Seminole County:

NOW, THEREFORE, in consideration of the premises and mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and CENTER agree as follows:

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

Section 2. Definitions.

"Affordability period" - the length of time for which the subject properties must comply with SHIP regulations.

"CD Administrator" - the County's Community Resources Division Manager.

"COUNTY approval" - written approval by the Planning & Development Department Director, the Community Resources Division Manager, or their designee.

"Low income" - gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area during the Agreement.

"Parties" - shall mean the CENTER and the COUNTY with respect to this Agreement. Parties shall mean the COUNTY and J.U.T.E., Inc. with respect to the Present Encumbrances.

"Present Encumbrances" - shall mean that certain Mortgage Deed, Promissory Note in the amount of Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00) and Restrictive Covenant, each being of even date with this Agreement and recorded together with this Agreement in the Official Records of Seminole County, Florida and which comprise Composite Exhibit "E" to this Agreement.

"Previous Agreement" - that certain Seminole County/Center For Affordable Housing SHIP Program Subrecipient Agreement For Program Year 2003-2004 dated June 2, 2003 including exhibits "A" through and including "E" thereto. Said Previous Agreement is further identified as being recorded in the Board of County Commission Records, Minutes Book 297, Pages 834 through and including 850.

"Previous Encumbrances" - shall mean that certain Mortgage Deed, Promissory Note in the amount of Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00) and Restrictive Covenant, each dated June 2, 2003 and recorded together in Official Records Book 4902, Pages 309 through and including 319, Public Records of Seminole County, Florida and which comprised composite Exhibit "E" to the Previous Agreement. Said Previous Encumbrances shall no longer be of any force or effect upon the lands to which they relate or the

Parties to this Agreement upon the execution of this Agreement and the New Encumbrances attached as Composite Exhibit "E" to this Agreement.

"Property" - that improved real property located at 1701 Brisson Avenue, Sanford, Florida 32771 and further as follows: described below:

LEG SEC 32 TWP 19S RGE 31E BEG 1071.5 FT N OF CEN OF
SEC RUN 225 FT E 190 FT S 205 FT E 50 FT S 45 FT W 132
FT N 25 FT W 108 FT TO BEG (LESS W 15 FT FOR RD)
Parcel Identification: 32-19-31-300-012A-0000

"SHIP Program" - State Housing Initiatives Partnership Program.

"SHIP regulations" - Chapter 67-37, Florida Administrative Code (F.A.C.), as amended and Chapter 420, Florida Statutes, as amended.

"Very low income" - gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the Agreement.

Section 3. Cancellation of Previous Agreement and Previous Encumbrances.

(a) Upon the execution of this Agreement and the Present Encumbrances by the appropriate Parties, the Previous Agreement and the attendant Previous Encumbrances shall be terminated, canceled, satisfied and no longer of any force or effect provided; however, that unless and until the occurrence thereof, the terms and conditions of the Previous Agreement and the

Previous Encumbrances shall remain in full force and effect, anything to the contrary notwithstanding.

(b) Contemporaneously with execution of this Agreement and the Present Encumbrances, COUNTY shall mark the original copy of that certain promissory note comprising a part of the Previous Encumbrances as "CANCELED" across each page, including particularly the signature page thereof and deliver same to J.U.T.E., Inc.

(c) COUNTY shall also execute and undertake to record in the Official Records of Seminole County a Satisfaction of Mortgage as to that mortgage deed and the promissory note comprising part of the Previous Encumbrances. Said Satisfaction of Mortgage is attached hereto as Exhibit "F".

(d) COUNTY shall have responsibility to cause this executed Agreement and the instruments comprising the Present Encumbrances to be recorded in the Official Records of Seminole County as well as the records and minutes books of the Board of County Commissioners.

Section 4. Statement of Work. CENTER, in a manner satisfactory to the COUNTY, shall perform or cause to be performed on behalf of J.U.T.E., Inc., all services described or referred to in Exhibit "A," 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 CENTER. The CENTER shall also cause J.U.T.E., Inc., to execute a Restrictive Covenant, Mortgage Deed and Promissory Note comprising the Present Encumbrances in Composite Exhibit E hereto, concurrently with the closing on the subject property.

Section 5. Term. The Agreement shall be deemed retroactively effective as of January 7, 2003. CENTER shall perform all services described in Exhibit "A" on or before June 30, 2004. Notwithstanding this required date of completion, the Affordability Period of this Agreement and the restricted uses of the Property assisted hereby shall extend to and not expire before June 30, 2019.

Section 6. Payment.

(a) The COUNTY shall pay directly any contractor, subcontractor, vendor, title company duly hired by CENTER to provide services related to this Agreement.

(b) In no event shall the total amount paid by the COUNTY for services rendered under this Agreement exceed THREE HUNDRED AND FIFTY THOUSAND DOLLARS AND NO CENTS (\$350,000.00).

(c) Payment shall only be rendered by the COUNTY for services authorized in Exhibit "B," Project Budget, attached hereto and incorporated herein by reference.

(d) Payment by the COUNTY shall only be issued upon receipt from CENTER of an original invoice of the services rendered and

costs to be paid as budgeted in Exhibit "B". Said invoice must be signed by the party seeking payment and by the President of CENTER. The invoice must be accompanied by an expenditure report.

(e) Upon acceptable receipt of the documentation required by subsection (d) above, the COUNTY shall initiate the payment process. Payment by the COUNTY shall be as soon as practicable.

Section 7. Reporting Requirements.

(a) In addition to the documentation required by Section 5(d) for payment purposes, CENTER shall submit the following financial documentation to the COUNTY:

(1) A final cumulative statement of all costs of services rendered pursuant to the Agreement. Said statement shall include any costs and charges not previously invoiced. The COUNTY shall not be liable for payment of any costs or charges not included in the quarterly statements or the final cumulative statement. Said statement shall be due on or before June 30, 2004.

(b) CENTER shall provide the following administrative reports to the COUNTY on or before the fifteenth day of each month during the term of this Agreement:

(1) A completed monthly report in the form of attached Exhibit "C".

(2) A summary of the number of housing units currently under inspection;

(c) CENTER shall provide an End of the Year Report in the form of attached Exhibit "D" on or before January 31, 2004 and January 31, 2005.

(d) Failure by CENTER to submit any required report as required by this Section shall allow the COUNTY to withhold final payment to any vendor until such report is submitted to the COUNTY as required herein. CENTER shall notify all vendors, prior to their employment by CENTER, that their payment will be rendered directly from the COUNTY and that such payment may be withheld by the COUNTY if CENTER fails to supply any report or information as required by this Section.

(e) The COUNTY, the State of Florida and the public shall have access to and be provided copies of any and all of CENTER's records.

Section 8. Compliance With Local And State Laws. During the execution and implementation of this Agreement, CENTER shall comply with all applicable State and local laws, regulations and ordinances, including but not limited to, the following:

(a) Chapter 112, Florida Statutes.

(b) All written procedures and policies issued by the COUNTY regarding implementation of the COUNTY SHIP Program.

(c) Chapter 67-37, F.A.C.

(d) Chapter 420, Florida Statutes.

Section 9. Project Publicity. CENTER shall disseminate information about the project, review and approve applications for assistance pursuant to the Agreement and supervise the recapture of loan funds, as appropriate. Any news release, project sign, or other type of publicity pertaining to the project, as stated herein, shall recognize that the Seminole County Board of County Commissioners, as the recipient of funds provided by the Florida Housing Finance Corporation, an agency of the State of Florida, provided funding to CENTER for the subject project.

Section 10. Management Assistance. The CD Administrator or their designee shall be reasonably available to CENTER to provide guidance on SHIP Program requirements; provided, however, that this provision shall not be deemed to relieve the CENTER of any duties or obligations set forth in the Agreement.

Section 11. Maintenance of Records.

(a) CENTER shall, at a minimum, maintain all records required by State and local laws, rules, regulations and procedures.

(b) CENTER shall maintain such records, accounts and property and personnel records as deemed necessary by Florida law and the COUNTY or otherwise typical in sound business practices to assure proper accounting of all project funds and compliance with the Agreement.

(c) CENTER shall cause all projects undertaken pursuant to this Agreement to be audited annually in conjunction with each regular CENTER audit. Copies of all audits regarding or otherwise relating to the use of these funds shall be provided to the CD Administrator in a timely manner.

(d) All records and contracts, of whatsoever type or nature, required by the Agreement shall be available for audit, inspection and copying at any time during normal business hours and as often as the CD Administrator, COUNTY, SHIP, or other Federal or State agency may deem necessary. CENTER shall retain all records and supporting documentation applicable to this Agreement for a minimum of five (5) years after resolution of the final audit and in accordance with Florida law. If any litigation or claim is commenced prior to expiration of the five years and extends beyond such time, the records shall be maintained until resolution of the litigation or claim and any person duly authorized by COUNTY shall have full access to and the right to examine the records during such time.

Section 12. Non-Expendable Property. Any non-expendable personal property acquired by CENTER to perform the projects anticipated herein and approved by the COUNTY in accordance with the Agreement, shall be subject to all State and local regulations including, but not limited to, provisions on use and disposition of property. At the termination of the Agreement, any grant

funded, non-expendable personal property shall be made available to the COUNTY, in accordance with the aforesaid provisions.

Section 13. Liability. Except for payment as specifically set forth herein, the COUNTY shall not be liable to any person, firm, entity, or corporation who contracts with or who provides goods or services to CENTER in connection with the services to be performed hereunder, or for debts or claims accruing to such parties against CENTER. The Agreement shall not create a contractual relationship, either express or implied, between COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to CENTER as a result of services to the COUNTY hereunder.

Section 14. Indemnification.

(a) CENTER shall defend, hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the loss of any monies paid to CENTER or whomsoever resulting out of fraud, defalcation, dishonesty, or failure of CENTER to comply with applicable laws, rules or regulations; or by reason or as a result of any act or omission of CENTER in the performance of the Agreement or any part thereof; or by reason of a judgment over and above the limits provided by the insurance required hereunder; or by any defect in

the construction of the project; or by failure to pay vendors due to failure by CENTER to supply required reports; or as may otherwise result in any way or instance whatsoever.

(b) In the event that any action, suit, or proceeding is brought against COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to the Agreement, the COUNTY shall provide notice in writing thereof to CENTER by registered or certified mail addressed to CENTER at its address herein provided. Upon receiving notice, CENTER, at its own expense, shall diligently defend against the action, suit, or proceeding and take all action necessary or proper therein to prevent the obtaining of a judgment against the COUNTY.

Section 15. Insurance. CENTER shall ensure that its insurance coverage or self-insurance program, or the insurance coverage of its contracted agents, building contractors, subcontractors and vendors is adequate and sufficient for the activities performed pursuant to the Agreement. CENTER shall ensure that the insurance requirements imposed on all contractors conform to and comply with all applicable Federal, State and local regulations.

Section 16. Assignment and Subcontracts. Neither party shall assign the Agreement nor any interest herein, without the prior written consent of the other. CENTER may subcontract cer-

tain services as set forth in Exhibit "A" upon the written approval of the subcontract by the COUNTY.

Section 17. Headings. All articles and descriptive headings of paragraphs in the Agreement are inserted for convenience only and shall not affect the construction or interpretation thereof.

Section 18. Program Income and Unused funds.

(a) In the event that any program income or returned funds are received by CENTER during the Agreement, it shall be returned to the COUNTY to be placed in the COUNTY's Affordable Housing Trust Fund.

(b) If any program income or returned funds are received by CENTER after expiration of the Agreement, or at the end of the year when all remaining items have been budgeted, the program income shall either be returned to the COUNTY for proper accounting into the appropriate fund or account, or, upon written approval by the COUNTY, used by CENTER as specified in the Agreement.

(c) In the event that the COUNTY issues any funds to CENTER or its vendors which are not expended pursuant to the terms of this Agreement, such funds shall be returned to the COUNTY on or before July 31, 2004.

Section 19. Availability of Funds. CENTER acknowledges that the funding for this Agreement is from the Florida Housing Finance Corporation through the SHIP Program. Payment into the COUNTY's

Trust Fund from the Florida Housing Finance Corporation occurs on a monthly basis. CENTER further acknowledges that the COUNTY has entered into similar agreements with other organizations for the award and allocation of SHIP Program funds. Although the COUNTY has not over obligated its SHIP funds for the period over which the Agreement extends, it is possible that because of a large number of requests in any particular month, the COUNTY may not have sufficient funds to meet all demands in that month. Therefore, the COUNTY's obligation to make payment hereunder in any particular month is specifically limited to the Florida Housing Finance Corporation's disbursement of SHIP funds for that month to the COUNTY and payment by the COUNTY to the various subrecipient organizations pursuant to the agreements shall be in chronological order based on receipt of all the information and documentation requested in the Agreement and otherwise complying with the Agreement.

Section 20. Entire Agreement and Effect On Prior Agreement.

This instrument constitutes the entire Agreement between the parties and supersedes all previous discussions, understandings and agreements, if any, between the parties relating to the subject matter of the Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment hereto.

Section 21. Notice. Whenever either party desires to give notice unto the other, notice shall be sent to:

FOR COUNTY

Community Resources Division Manager
Community Development Office
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

FOR CENTER

Executive Director
2524 South Park Drive
Sanford, Florida 32771

Either of the parties may change, by written notice as provided herein, the address or person for receipt of notice.

Section 22. Termination, Breach and Remedies.

(a) CENTER may terminate this Agreement for good cause upon ninety (90) days prior written notice of intent to terminate delivered to the COUNTY by certified mail with a return receipt requested or by hand delivery with proof of delivery.

(b) The COUNTY may terminate this Agreement with or without good cause immediately upon written notice sent to CENTER.

(c) In the event of termination, CENTER shall:

(1) Prepare all necessary reports and documents required under the terms of the Agreement up to the date of termination, including the final report due at the end of the project, if any, without reimbursement for services rendered in completing said reports beyond their termination date.

(2) Take any other reasonable actions related to the termination of this Agreement as directed in writing by the COUNTY.

(3) Immediately return any unexpended SHIP funds to the COUNTY.

(4) Decease from making any further commitments of COUNTY funds.

(d) In the event of termination, the COUNTY shall pay for all services rendered or contracted for prior to the date of termination.

(e) The following actions shall constitute a breach of this Agreement by CENTER:

(1) Unauthorized or improper use of SHIP funds;

(2) Failure to comply with any requirements of this Agreement; or

(3) Submission of negligently or fraudulently prepared invoices or reports to the COUNTY.

(f) Waiver by the COUNTY of breach of one (1) provision of the Agreement shall not be deemed to be a waiver of any other subsequent breach of the same or another provision of the Agreement and shall not be construed to be a modification of the terms of this Agreement.

(g) In the event CENTER breaches this Agreement, the COUNTY shall have the immediate right to withhold future payments. The

COUNTY may also send a written demand for refund of all monies previously paid to CENTER or its vendors and contractors. If said demand is not satisfied, the COUNTY may record said written demand in the official records of Seminole County and it shall constitute a lien upon all real and personal property of CENTER.

(h) The COUNTY reserves all rights afforded by law to enforce the terms of this Agreement and to enforce and protect its security interests in the Property as represented by the Present Encumbrances.

Section 23. Severability. If any one or more of the covenants or provisions of the Agreement 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 for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void and deemed separable from the remaining covenants or provisions of the Agreement, and in no way, affect the validity of the remaining covenants or provisions of the Agreement.

Section 24. Conflict of Interest.

(a) CENTER agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part

III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) CENTER hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CENTER or J.U.T.E., Inc. to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CENTER hereby agrees that monies received from the COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

Section 25. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue to or for the benefit of any other third party.

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

ATTEST:

THE CENTER FOR AFFORDABLE HOUSING, INC.

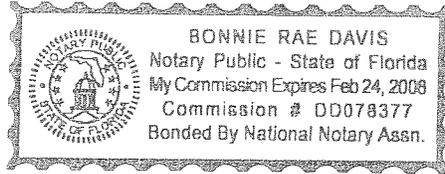
Etta Montague

By: Susan Caswell as Pres
Print Name: Susan Caswell
Its: President

(CORPORATE SEAL)

Date: 10/30/03

STATE OF FLORIDA)
COUNTY OF SEMINOLE)



I HEREBY CERTIFY that, on this 30th day of October, 2003, before me, these officers duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Susan Caswell and Etta Montague, as President and Secretary, respectively, of The Center for Affordable Housing, Inc., a Florida corporation, who are personally known to me or who have produced personally known, as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in The Center for Affordable Housing, Inc. and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Bonnie Rae Davis
Print: Bonnie Rae Davis
Notary Public in and for the
County and State
Aforementioned:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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 _____,
20___ regular meeting.

COUNTY ATTORNEY

Attachments

- Exhibit "A" - Scope of Services
- Exhibit "B" - Project Budget
- Exhibit "C" - Monthly Report
- Exhibit "D" - SHIP Program End of Year Report
- Exhibit "E" - Restrictive Covenant, Mortgage Deed and
Promissory Note
- Exhibit "F" - Satisfaction of Mortgage

P:\Users\CAAS01\Affordable Housing\JUTE II Agreement AWS Revision.doc

EXHIBIT A

GENERAL SCOPE OF SERVICES THE CENTER FOR AFFORDABLE HOUSING

In addition to the requirements set forth in the "Seminole County/Center for Affordable Housing SHIP Program Subrecipient Agreement for Program Year 2003-2004," The Center for Affordable Housing (the "Center") shall provide the following services:

1) Acquire property located at 1701 Brisson Avenue in Sanford, Florida 32771 (the "Property") for the least possible cost, but in no event more than industry standards used by a state licensed real estate appraiser's opinion of its value. Said acquisition shall include all necessary inspections, surveys and other actions commonly associated with property acquisition.

2) Rehabilitate the Property to create a minimum of ten (10) affordable housing units for single women and their children. Said rehabilitation shall comply with all specifications set forth in Appendix 1 to this Exhibit. Said rehabilitation shall include all necessary inspections, preparation of cost estimates, and preparation of work specifications.

3) Secure bids by qualified contractors for the construction activities set forth herein as required by law. All contractor bids shall be provided to the COUNTY. No contractor shall be employed until written approval is provided by the COUNTY.

4) Submission of payment requests to the COUNTY on behalf of contractors and vendors; and verification of the information provided in said payment requests.

5) Upon construction of the units, administer and rent the units to single women and their children of low and very low income households in Seminole County. Such administration shall include:

- (a) Advertising, if necessary;
- (b) Income verification of prospective renters;
- (c) Maintenance of a waiting list, if necessary;

and

(d) Assessment of rental fees in accordance with SHIP rules and regulations.

6) No housing unit, funded through this Agreement, shall be occupied for more than 24 months by the same household.

7) Ensure that J.U.T.E., Inc. executes the Restrictive Covenant, Mortgage, and Promissory Note attached hereto as Exhibit E concurrently with the closing on the Property.

EXHIBIT B

PROJECT BUDGET THE CENTER FOR AFFORDABLE HOUSING

Implementation Expenses	
ACTIVITY	SHIP FUNDS
Partial Acquisition costs of 1701 Brisson Avenue Sanford, Florida 32771 (not to exceed \$50,000).	\$50,000
Developer Fees of \$30,000 to be paid in a pro-rated percentage of rehabilitation completed.	\$30,000
1). Construction of New Addition to Existing Structure (1701 Brisson Avenue Sanford, Florida 32771 to include: 5 new bedrooms (upstairs), communal restroom facilities, 2 large all-purpose rooms, laundry and kitchen (kitchen and laundry equipment furnished by some other entity); 2). Remodel existing 2-story wood frame residence to include: One remodeled restroom to provide ADA accessibility, conversion of ground floor for use as "Day Care", insulate lower floor and roof , remodel/rebuild handicap ramp to accommodate addition; 3). Engineering and work to stabilize foundation of 2-story building; and 4). Miscellaneous related site work (parking, water retention, landscaping, etc.) and septic tank upgrading if necessary.	\$270,000
Total	\$350,000

EXHIBIT C

SUBRECIPIENT MONTHLY REPORT

Status Report for Month of _____

SUBRECIPIENT: Center for Affordable Housing

Contact Person: _____

Telephone: _____

I. NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS

ACTIVITY	BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE	Expected Completion Date
Acquisition	\$50,000					
Developer Fees	\$30,000					
Construction/Rehabilitation	\$270,000					
TOTAL	\$350,000					

Any other special accomplishments:

Signed: _____

COMPOSITE EXHIBIT E

This document was prepared by:
Arnold W. Schneider, Esq.
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

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT is made and entered into this _____ day of _____, 2003, by J.U.T.E., INC., 1701 Brisson Avenue, Sanford, Florida 21771 (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").

WITNESSETH:

WHEREAS, The Center for Affordable Housing, Inc. and the COUNTY entered into that certain "Seminole County/Center for Affordable Housing SHIP Program Subrecipient Agreement for Program Year 2003-2004" (the "Agreement") for the benefit of OWNER, whereby The Center has agreed to acquire and rehabilitate property located at 1701 Brisson Avenue, Sanford, Florida 32771, further described below:

LEG SEC 32 TWP 19S RGE 31E BEG 1071.5 FT N OF CEN OF
SEC RUN 225 FT E 190 FT S 205 FT E 50 FT S 45 FT W 132
FT N 25 FT W 108 FT TO BEG (LESS W 15 FT FOR RD)
Parcel Identification: 32-19-31-300-012A-0000

(the "Property") and;

WHEREAS, the OWNER has agreed to use this acquired and rehabilitated housing structure for providing affordable housing for homeless women and transitional housing for low and very low income teenage women and their children until June 30, 2019; and

WHEREAS, pursuant to the Agreement, the COUNTY, has paid or will pay, THREE HUNDRED AND FIFTY THOUSAND DOLLARS AND NO CENTS (\$350,000.00) for the purpose of assisting in the acquisition and rehabilitation of the Property; and

NOW, THEREFORE, in consideration of the financial assistance from the COUNTY with respect to the rehabilitation of the Property, the OWNER hereby covenants as follows:

1. The recitals stated hereinabove are incorporated herein by reference and made a part hereof.
2. The parties agree that the covenants contained herein shall run with the Land and shall be binding upon the OWNER, its successors and assigns in favor and for the benefit of the COUNTY.
3. OWNER agrees that the Property receiving COUNTY assistance, shall be used solely for the provision of affordable housing to homeless women and low and very low income teenage women and their children until June 30, 2019.
4. The OWNER shall ensure that the use of the Property is in compliance with all local, State and federal laws regarding the provision of affordable housing.
5. That certain Restrictive Covenant dated June 2, 2003 affecting the Property and recorded in Official Records Book 04902, Pages 0317 through 0319, both inclusive, Public Records of Seminole County, Florida is hereby rescinded and canceled.

IN WITNESS WHEREOF, J.U.T.E., INC. has executed on the day and year first above written.

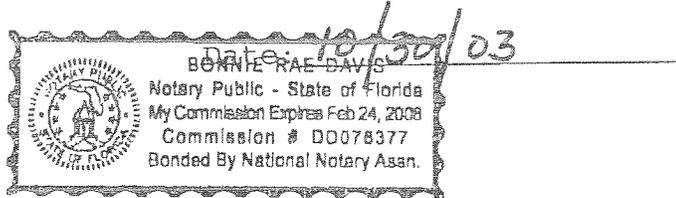
Attest:

J.U.T.E., Inc.

M. Francis
Print Name: Marilyn Francis

By: [Signature]
Title: V President
Print Name: Kirk Johnson

(corporate seal)



STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that, on this 30 day of October, 2003, before me, these officers duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Marilyn Francis and Kirk Johnson, as V President and Secretary, respectively, of J.U.T.E., Inc., a Florida non-profit corporation, who are personally known to me or who have produced DL# JS25-501-75-326-D, as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in J.U.T.E., INC. and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Bonnie Rae Davis
Print: Bonnie Rae Davis
Notary Public in for the
County and State above stated
My commission expires: 2-24-06

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

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

County Attorney

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

As authorized for execution by
the Board of County Commis-
sioners at their regular
Meeting of _____, 20__.

This document was prepared by:
Arnold W. Schneider, Esq.
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

MORTGAGE DEED

THIS MORTGAGE DEED is made and entered into this ____ day of _____, 2003, by J.U.T.E., INC., 1701 Brisson Avenue, Sanford, Florida 21771 (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").

WITNESSETH:

WHEREAS, The Center for Affordable Housing and the COUNTY entered into that certain "Seminole County/Center for Affordable Housing SHIP Program Subrecipient Agreement for Program Year 2003-2004" (the "Agreement") for the benefit of OWNER, whereby the Center for Affordable Housing has agreed to acquire and rehabilitate property located at 1701 Brisson Avenue, Sanford, Florida 32771, further described below:

LEG SEC 32 TWP 19S RGE 31E BEG 1071.5 FT N OF CEN OF
SEC RUN 225 FT E 190 FT S 205 FT E 50 FT S 45 FT W 132
FT N 25 FT W 108 FT TO BEG (LESS W 15 FT FOR RD)
Parcel Identification: 32-19-31-300-012A-0000

(the "Property") and;

WHEREAS, the OWNER has agreed to use this acquired and rehabilitated housing structure for providing affordable housing for homeless women and transitional housing for low and very low income teenage women and their children until June 30, 2019; and

WHEREAS, pursuant to the Agreement, the COUNTY, has paid, or will pay, THREE HUNDRED AND FIFTY THOUSAND DOLLARS AND NO CENTS (\$350,000.00) for the purpose of assisting in the acquisition and rehabilitation of the Property; and

NOW, THEREFORE, in consideration of the financial assistance from the COUNTY with respect to the acquisition and rehabilitation of the Property and for other valuable consideration provided herein, the parties hereto covenant as follows:

1. The OWNER grants, bargains, sells, promises, conveys and confirms unto the COUNTY all of the OWNER's interests in the Property.

2. To have and to hold the same, together with the tenements, hereditament and appurtenances thereto belonging, and the rents, issues, and profits thereof, unto the COUNTY in fee simple.

3. And, the OWNER covenants with the COUNTY that the OWNER is indefeasibly seized of said Property in fee simple; that the OWNER has good right and lawful authority to convey said land as aforesaid; that the OWNER will make such further assurances to perfect fee simple title to said land in the COUNTY as may reasonably be required; that the OWNER hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons whomsoever; and that said Property is free and clear of all encumbrances other than a prior first mortgage granted to Chase Manhattan Mortgage Corp. f/k/a Fremont Investment & Loan Corporation in the original principal amount of Two Hundred Twenty Eight Thousand Six Hundred and NO/100 Dollars (\$228,600.00) as recorded in Official Records Book 04055, Pages 1785 through 1809, both inclusive, Public Records of Seminole County, Florida.

4. OWNER hereby further covenants to continue ownership of the subject premises and further covenants that if any interest in the subject premises is conveyed, transferred, leased, sub-leased or otherwise devised or assigned to any person or entity during the term of the Promissory Note dated _____ then the principal shall become immediately due and payable.

5. If the OWNER shall perform, comply with and abide by each and every agreement, stipulation, condition and covenant regarding the Property, including this Mortgage and the Promissory Note dated _____, then this Mortgage and the estate hereby created, shall cease, determine, be deemed fully satisfied and be null and void on June 30, 2019.

6. OWNER covenants and agrees to pay promptly when due the principal and interest, if any interest shall be due, and other

sums of money provided for in said Promissory Note and this Mortgage or either.

7. OWNER covenants and agrees to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property.

8. OWNER covenants and agrees to keep the Property in good repair and to permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof, except for reasonable wear and tear.

9. OWNER covenants and agrees to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less than market value. Said insurance shall be made through a company or companies acceptable to the COUNTY, per the written authorization of the COUNTY. Said insurance policy or policies shall be held by and payable to the COUNTY and in the event any sum of money from such insurance policy or policies becomes payable that the COUNTY shall have the right to receive and apply the same to the indebtedness hereby secured. The COUNTY shall account to the OWNER for any surplus in such monies.

10. OWNER covenants and agrees to pay or reimburse all costs, charges and expenses, including attorney's fees and title searches, reasonably incurred or paid by the COUNTY because of the failure of the OWNER to promptly and fully comply with any agreements, stipulations, conditions and covenants regarding the Property.

11. OWNER covenants and agrees to perform, comply with and abide by each and every agreements, stipulations, conditions and covenants regarding the Property.

12. In the event OWNER fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of this Mortgage or associated Promissory Note, or either, the COUNTY may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

13. In the event of a foreclosure or voluntary sale, the COUNTY shall have the right of first refusal to purchase the Property from the OWNER for the amount and on the terms specified in a written, firm contract between the OWNER and the prospective

purchaser. COUNTY shall have thirty (30) calendar days after the date it receives a copy of the contract to exercise its right to purchase hereunder by sending written notice to the OWNER.

14. If any sum or money herein referred is not promptly paid within thirty (30) days after the same becomes due, or if each and every agreement, stipulation, condition and covenant of this Mortgage or the Promissory Note dated _____, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said Promissory Note, and this Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the COUNTY, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the COUNTY to exercise any of the rights herein provided shall not constitute a waiver of any rights under the Promissory Note dated _____ or this Mortgage accrued or thereafter accruing.

15. OWNER shall not execute an assumption or in any way convey its obligations under this Mortgage or Promissory Note secured hereunder without the proper written consent of County.

16. If all or any part of the Property or any interest is sold or transferred during the term of this Mortgage without notice to and consent from the COUNTY and in compliance with this Mortgage, the Promissory Note dated _____ or Restrictive Covenant dated _____, the COUNTY may require immediate payment in full of all sums due under the Promissory Note and the OWNER shall be considered in default under the terms of the Mortgage and the COUNTY shall have the right to initiate foreclosure procedures.

IN WITNESS WHEREOF, the parties have executed their hands and seals on the day and year first above written.

Attest:

J.U.T.E., Inc.

M. Francis

By: [Signature]

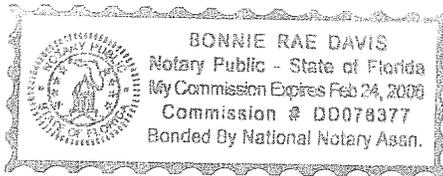
Print Name: Marilyn Francis

Title: V. President

Print Name: Kirk Johnson

(corporate seal)

Date: 10/30/03



STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that, on this 30 day of OCTOBER, 2003, before me, these officers duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Marilyn Francis and Kirk Johnson, as V. President and Secretary, respectively, of J.U.T.E., Inc., a Florida non-profit corporation, who are personally known to me or who have produced DL# J525-501-75-326-0 as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in J.U.T.E., Inc. and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Bonnie Rae Davis
Print: Bonnie Rae Davis
Notary Public in for the
County and State above stated
My commission expires: 2-24-06

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

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

County Attorney

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

As authorized for execution by
the Board of County Commis-
sioners at their regular
Meeting of _____, 20__.

This document was prepared by:
Arnold W. Schneider, Esq.
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

PROMISSORY NOTE

THIS PROMISSORY NOTE is made and entered into this ____ day of _____, 2003, by J.U.T.E., INC., 1701 Brisson Avenue, Sanford, Florida 32771 (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").

WITNESSETH:

WHEREAS, The Center for Affordable Housing and the COUNTY entered into that certain "Seminole County/Center for Affordable Housing SHIP Program Subrecipient Agreement for Program Year 2003-2004" (the "Agreement") for the benefit of OWNER, whereby the Center for Affordable Housing has agreed to acquire and rehabilitate property located at 1701 Brisson Avenue, Sanford, Florida 32771 , further described below:

LEG SEC 32 TWP 19S RGE 31E BEG 1071.5 FT N OF CEN OF
SEC RUN 225 FT E 190 FT S 205 FT E 50 FT S 45 FT W 132
FT N 25 FT W 108 FT TO BEG (LESS W 15 FT FOR RD)
Parcel Identification: 32-19-31-300-012A-0000

(the "Property") and;

WHEREAS, the OWNER has agreed to use this rehabilitated housing structure for providing affordable housing for homeless women and transitional housing for low and very low income teenage women and their children until June 30, 2019; and

WHEREAS, pursuant to the Agreement, the COUNTY, has paid, or will pay, THREE HUNDRED AND FIFTY THOUSAND DOLLARS AND NO CENTS (\$350,000.00) for the purpose of acquiring and rehabilitating the Property; and

WHEREAS, COUNTY and OWNER heretofore entered into a promissory note in favor of the COUNTY in the amount of THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00) which was recorded at Official Records Book 04902, Pages 0314 through and including 0316, Public Records of Seminole County, Florida as a part of the "Previous Encumbrances"; and

WHEREAS, that previous promissory note contained scrivener's errors in the legal description of the Property and does not reflect the corrected, extended date upon which the unpaid principal amount thereof shall be reduced to zero, such circumstances necessitate the entry into an all new Agreement and the Present Encumbrances, including this Promissory Note, and termination Previous Agreement and cancellation of the Previous Encumbrances, as those terms are defined in the Agreement to which this Promissory Note is attached:

NOW, THEREFORE, in consideration of the financial assistance from the COUNTY with respect to the acquisition and rehabilitation of the Property and for other valuable consideration provided herein, the parties hereto covenant as follows:

1. OWNER promises to pay to the order of the COUNTY the sum of THREE HUNDRED AND FIFTY THOUSAND DOLLARS AND NO CENTS (\$350,000.00), in lawful money of the United States, at 1101 East First Street, Sanford, Florida 32771, or at such other place as the County may designate in writing.

2. This Note is given in accordance with the terms of the Agreement dated _____, the Mortgage dated _____ and the Restrictive Covenant dated _____.

3. If the OWNER fails to use the Property in the manner as required by the Agreement or any portion of this document, then all outstanding sums due under this Note shall become immediately due and payable in full.

4. The unpaid principal amount of this Note shall be reduced to zero on June 30, 2019 provided that the OWNER has met all the terms and conditions set forth in the Agreement, this Promissory Note and the other Present Encumbrances.

5. OWNER reserves the right to prepay at any time all or any part of the principal amount of this Note without the payment of penalties or premiums and thereby remove and satisfy the

Mortgage on the property securing this Note, provided that the cost of removal of said Mortgage plus all other fees involved will be borne by the OWNER.

6. OWNER waives demand, protest and notice of maturity, non-payment or protest and all requirements necessary to hold it liable as a maker and endorser.

7. OWNER agrees to pay all costs of collections incurred by the COUNTY including a reasonable attorney's fee in case the principal of this Note or any payment on the principal or any interest thereon is not paid at the respective maturity thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

8. This Note is secured by the Mortgage dated _____ and is to be construed and enforced according to the laws of the State of Florida; upon default in payment of the principal when due, the whole sum of principal and remaining unpaid shall, at the option of the COUNTY become immediately due and payable.

9. By execution of this instrument, the previous promissory note and the mortgage deed securing that obligation recorded in Official Records Book 04902, Pages 0309 through 0316, both inclusive are hereby canceled and otherwise deemed satisfied and shall no longer be an encumbrance on the Property.

IN WITNESS WHEREOF, the OWNER has, through its duly appointed officer, signed and sealed this instrument on the day and year first above written.

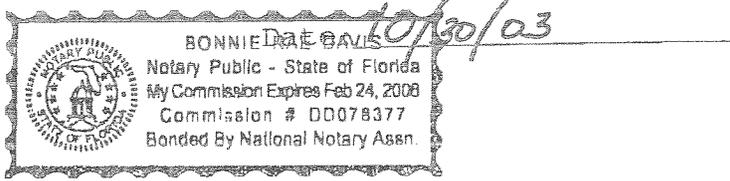
Attest:

J.U.T.E., INC.

M. Francis
Print Name: Marilyn Francis

By: [Signature]
Title: Vice President
Print Name: Kirk Johnson

(corporate seal)



STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that, on this 30 day of OCTOBER, 2003, before me, these officers duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Marilyn Francis and Kirk Johnson, as Vice President and Secretary, respectively, of J.U.T.E., Inc., a Florida non-profit corporation, who are personally known to me or who have produced DL JS26-501-75-326-0, as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in J.U.T.E., Inc. and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Bonnie Rae Davis
Print: Bonnie Rae Davis
Notary Public in for the
County and State above stated
My commission expires: 2-24-06

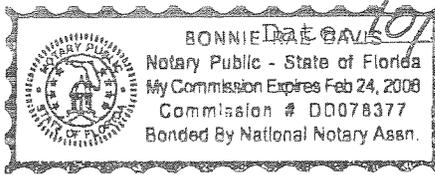
Attest:

J.U.T.E., INC.

M. Francis
Print Name: Marilyn Francis

By: [Signature]
Title: Vice President
Print Name: Kirk Johnson

(corporate seal)



STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that, on this 30 day of OCTOBER, 2003, before me, these officers duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Marilyn Francis and Kirk Johnson, as Vice President and Secretary, respectively, of J.U.T.E., Inc., a Florida non-profit corporation, who are personally known to me or who have produced DL JS25-501-75-326-0, as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in J.U.T.E., Inc. and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Bonnie Rae Davis
Print: Bonnie Rae Davis
Notary Public in for the
County and State above stated
My commission expires: 2-24-06

EXHIBIT F

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

SATISFACTION OF MORTGAGE AND NOTE

Know All By These Presents:

WHEREAS, a SHIP Rehabilitation Mortgage dated June 2, 2003, and recorded in the Official Records Book 04902, Pages 0309 through and including 0313, Public Records of Seminole County, Florida, (the "MORTGAGE") and a SHIP Deferred Payment Promissory Note, dated June 2, 2003, and recorded in the Official Records Book 04902, Pages 0314 through and including 0316, Public Records of Seminole County, Florida, (the "NOTE") which encumbered the property located at 1701 Brisson Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LEG SEC 32 TWP 19S RGE 31E BEG 1071.5 FT N OF CEN OF
SEC RUN 225 FT E 190 FT S 205 FT E 50 FT S 45 FT W 132
FT N 25 FT W 108 FT TO BEG (LESS W 15 FT FOR RD)
Parcel Identification: 32-19-31-300-012A-0000

(the "Property,") were made by J.U.T.E., Inc., the Owner of the Property, (the "OWNER") for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771 (the "COUNTY"). Said MORTGAGE and NOTE granted to the COUNTY a certain interest in the Property should the OWNER transfer title, sell or in any manner cease to utilize the Property for the specific purposes of providing affordable housing for homeless women and transitional housing for low and very low income teenage women and their children before September 10, 2018;

WHEREAS, COUNTY did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the MORTGAGE and NOTE; and

WHEREAS, COUNTY and OWNER mutually determined that it is necessary to restructure and extend the financing for the acquisition and rehabilitation of the Property and to correct scrivener's errors in the legal description of the Property through the issuance of a new mortgage and note; and

WHEREAS, in view of the foregoing circumstances, COUNTY and OWNER have determined that the Property should now be released from the lien and operation of the MORTGAGE and NOTE.

NOW THEREFORE, in consideration of the execution of an all new mortgage and promissory note by OWNER in favor of COUNTY which instruments are of even date herewith, Seminole County does hereby acknowledge satisfaction of said MORTGAGE and NOTE;

The Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the MORTGAGE and NOTE and every part thereof; 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

10/24/2003

P:\Users\CAAS01\Affordable Housing\Satisfaction of Mortgage and Note - JUTE.doc