

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Third Amendment to Seminole County / Seminole County Victim's Rights Coalition, Inc. HOME/SHIP Subrecipient Agreement Program Year 2003/2004.

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

AUTHORIZED BY: David Medley, PhD. **CONTACT:** Robert Heenan **EXT.** 2385
Director Program Manager / HUD Grants

Agenda Date 12/12/2006 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Third Amendment to the Seminole County/Seminole County Victim's Rights Coalition, Inc. HOME/SHIP Subrecipient Agreement Program Year 2003-2004.

(District 5- Brenda Carey)

BACKGROUND:

On July 13, 2004 the Board of County Commissioners (Board) approved a Subrecipient Agreement (Agreement) between Seminole County, and the Seminole County Victim's Rights Coalition, Inc. (Coalition) to construct a new shelter for transitional housing for very low income victims of domestic abuse and their dependent children. The new shelter will have 24 rooms with 4 beds in each room (96 beds). Present funding consists of \$505,010.00 in HOME funds, \$1,500,000.00 in SHIP funds, and Coalition is matching these funds with a state grant of approximately \$882,000.00.

The First Amendment to the Agreement was approved by the Board on July 26, 2005, which extended the date for completion of the new shelter to December 31, 2006 and designated the HOME Program as the source for payment to the Coalition for all land acquisition costs and all professional service costs.

The Second Amendment approved by the Board on December 20, 2005 created flexibility in designating that either the HOME Program or SHIP Program could be used to pay for eligible expenses.

This Third Amendment increases the original allocation of HOME funds from \$505,010.00 to \$768,010.00 (an additional \$263,000.00). The additional HOME funding has been requested from Coalition to cover \$363,000.00 in increased construction costs. Increased construction costs are being experienced nation-wide in the marketplace due to increased costs of materials (demand is stronger than supply) and increased costs of labor (contractors needing to pay more for labor due to a decreased labor supply).

Reviewed by: [Signature]
Co Atty: [Signature]
DFS: _____
Other: 2
DCM: [Signature]
CM: [Signature]
File No. -ccscacd01

In order to meet this funding request by Coalition, the County was required by federal regulation and the Citizen Participation Plan to advertise a proposed Amendment (copy attached) to the Seminole County 2005-2009 Consolidated Plan/2005-2006 One-Year Action Plan of the HOME Program. The advertised proposed Amendment adds this 2005-2006 HOME activity for the purpose of providing Affordable (Transitional) Housing to the clients of Coalition. The proposed Plan Amendment was advertised in the Orlando Sentinel on September 24, 2006 and sought public comment regarding the proposed Amendment. No public comments were received.

With approval of the Third Amendment by the Board for additional HOME funding in the amount of \$263,000.00, Coalition will leverage a minimum of \$100,000.00 to meet the increases in construction costs.

The project is still scheduled for completion by December 31, 2006, which is in accordance with the completion date established in the Second Amendment.

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute the Third Amendment to the Seminole County/Seminole County Victim's Rights Coalition, Inc. HOME/SHIP Subrecipient Agreement Program Year 2003-2004.

Attachment: 1) Copy of proposed Amendment advertisement (display ad).

2) Letter from Seminole County Victim's Rights Coalition, Inc. (SafeHouse of Seminole) dated September 15, 2006.

3) Third Amendment to the Seminole County/Seminole County Victim's Rights Coalition, Inc. HOME/SHIP Subrecipient Agreement Program Year 2003-2004.

PUBLIC NOTICE

**PROPOSED AMENDMENT TO THE SEMINOLE COUNTY
2005-2009 CONSOLIDATED PLAN 2005-2006 ONE-YEAR ACTION PLAN
HOME PROGRAM**

On December 12, 2006, the Seminole County Board of County Commissioners (Board) will consider amending the 2005-2006 One-Year Action Plan of the County's 2005-2009 Five Year Consolidated Plan. The Five-Year Consolidated Plan, and its corresponding One-Year Action Plan, governs the allocation and expenditure of HOME Program funds. The Board is considering amending the original 2005-2006 One Year Action Plan to add a new activity for construction of affordable housing, for either rental or homeownership, and deleting the tenant-based rental assistance (TBRA) activity.

The new activity is identified as a need in the priorities and specific objectives of housing activity in the 2005-2009 Consolidated Plan.

The proposed Amendment is to:

<u>Add a New Activity: Affordable Housing (Rental or Homeownership)</u>	\$500,000.00
<u>Delete an Existing Activity: Tenant-Based Rental Assistance (TBRA)</u>	\$500,000.00

(The County is meeting this need with \$1,240,000 presently funded for TBRA)

The Seminole County Community Development Office is inviting public comment for a period of thirty (30) days regarding the proposed amendment. Anyone desiring to comment or ask questions regarding this proposed amendment may contact the Seminole County Community Development Office in writing, by fax, by email or in person at the following:

Robert Heenan, Development Coordinator/HUD Grants

Seminole County Community Assistance Division

532 W. Lake Mary Boulevard

Sanford, FL 32773

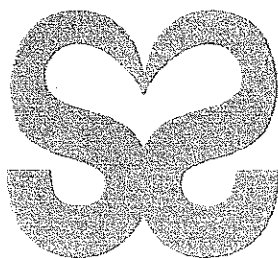
Telephone: 407-665-2385

Fax: 407-665-2398 or 407-665-2399 or e-mail: rheenan@seminolecountyfl.gov

Comments will be received at the Seminole County Community Assistance Office until 5 PM October 24, 2006.

Safehouse

SEMINOLE COUNTY VICTIMS' RIGHTS COALITION



of Seminole

P.O. Box 2921 • Sanford, Florida 32772-2921

Administrative Office: (407) 302-5220

Fax: (407) 302-5218

24 Hour Hotline: (407) 330-3933

September 15, 2005

EXECUTIVE DIRECTOR

Jeanne Gold

DIRECTORS FOR 2006

Kip Beacham

President

Janet Davis

Vice-President

Frank Vande Loo

Secretary

Eric Horst

Treasurer

Karen Battoe

Director

Jacqueline Randolph

Director

Robert Heenan
Community Development Office
1101 East First Street
Sanford, FL 32771-1468

RE: SafeHouse of Seminole

Dear Robert:

As a follow up to our phone conversation this morning, please find enclosed the Construction Expense by Funder schedule for the new Safehouse of Seminole domestic violence center. It took some time for the CPA to track down each individual funding break-down, coordinate all of the funding sources, review pre- and post 2004 hurricane season construction-related costs, including extensive preliminary due diligence and set-backs due to the St. Johns River Water Management withdrawal of its approval post 2004 hurricanes, their requirement to redo the wetlands line, to then develop this schedule.

As we discussed, the project has overruns in the amount of \$363,316.22 needed to complete the project. The amount of DCF funding remaining to spend is \$256,175.19 and the amount of HUD/County funding left is \$282,722.74, for a total left to spend of \$538,897.93 as of 9-5-06. The construction contractor, Wilson & Company, will be due \$902,214.15, which leads to the overrun amount of \$363,316.22 as set forth in the attached schedule. The anticipated completion date of the project is November 1, 2006.

To furnish the facility, an additional estimated \$125,000.00 will also be necessary, however the SafeHouse board of directors has been tasked with finding donors and/or funding for furnishings. Further, during the months of October and November, fundraising events have been planned that should effectively add at least \$75,000.00 to the revenue side of the construction project. We can also dip into our operating reserves if needed for an additional \$25,000.

Therefore, at this time, I would request your approval for county funding designed for cost overruns needed to complete the new facility. The cost overruns would be utilized for work that involves increased costs limited only to include work needed to provide a safe and fully functional facility. The cost overrun amount

09-19-06 P01:02 IN




requested is \$263,000.00 (two-hundred sixty-three thousand dollars). Please review the attached, as well.

Thank you for your help in attempting to secure this overrun expense for the completion of the new facility in such a timely manner.

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jeanne Gold". The signature is written in black ink and is positioned to the right of the typed name.

Jeanne Gold
Executive Director

JG/jr

Enclosure(s)

**Safehouse of Seminole
Construction Expense By Funder**

Date	Num	Name	Memo	Debit	Credit	Balance	Florida DCF	HUD-County	SSH
							-801,120.00	-2,005,010.00	
LAND						0.00			
06/30/2004	auditor12			131,851.28		131,851.28	131,851.28		
				131,851.28	0.00	131,851.28			
CIP ADMIN BUILDING						0.00			
06/30/2004	auditor3		reclass renovations amounts	8,437.50		8,437.50	8,437.50		
06/30/2004	auditor12			144,740.45		153,177.95	144,740.45		
				153,177.95	0.00	153,177.95			
4180 NARCISUS -CONSTRUCTION						0.00			
07/10/2003	11272	SEMINOLE COUNTY	Special Exception Application fee	370.00	370.00	370.00			
07/10/2003	11274	SEMINOLE COUNTY	Application for Concurency Review	250.00	250.00	620.00			
07/14/2003	11312	SEMINOLE COUNTY	Rezoning Appl fee	1,870.00	1,870.00	2,490.00			
10/02/2003		Engineering Consulting Services, Inc.	Engineering Services	986.26	986.25	3,476.25			
10/02/2003		Southeastern Surveying, Inc	Boundary/Survey		6,260.00	9,736.25	6,260.00		
10/17/2003	11585	First American Title Insurance Co	Escrow	10,000.00	10,000.00	19,736.25			
10/20/2003	11596	First American Title Insurance Co	Additional Escrow	10,000.00	10,000.00	29,736.25			
10/30/2003	103003AA		-MULTIPLE-	275,210.50	275,210.50	304,946.75			
10/30/2003	103003AA		-MULTIPLE-G15	-22,106.23		282,840.52			
11/07/2003			Refund from Title Company	-725.00	725.00	282,115.52			
11/20/2003	24,381	Engineering Consulting Services, Inc.	Engineering Services	607.50	607.50	282,723.02			
01/04/2004	Acct.2995389554	Florida Power & Light	Acct. 29953-89554	19.46	19.46	282,742.48			
01/07/2004		Joseph R. Springer, PE	Inspection & structural eval. of residence on Narcissus St. in Sanfo	1,755.00		284,497.48	1,755.00		
01/07/2004	IKJS		kin kind joseph springer		439.20	293,374.18	439.20		
01/26/2004	29953-89554	FL Power & Light	Shelter Utilities thru 4/7/03	11.58	11.58	293,385.76			
02/10/2004	11828	Thomas E. Cunningham, Architect		5,000.00		298,385.76	5,000.00		
02/10/2004	IKTC		record in kind from tom cummingham	1,000.00		298,385.76	1,000.00		
03/08/2004	11875	Florida Power	construction	6.76	6.76	298,392.52			
03/22/2004	11802	Seminole County Tax Collector	property tax for Narcissus Ave	2,567.60		301,960.12	2,567.60		
03/22/2004	11928	Bank One	Construction Blue Prints	16.91	16.91	301,977.03			
03/29/2004	4180 Narcissus	Nonprofits' Insurance Assoc.	new construction coverage		1,522.00	303,499.03	1,522.00		
04/09/2004	11938	Thomas E. Cunningham, Architect			9,600.00	313,099.03	9,600.00		
06/02/2004		Bank One	Kinkos	12.68	12.68	313,111.71			
06/19/2004	Invoice 061604	Thomas E. Cunningham, Architect	services through June 16		17,400.00	330,511.71	17,400.00		
06/30/2004	IK061604		thomas E. Cunningham, Architect	12,000.00		342,511.71		12,000.00	
06/30/2004	auditor4		Thomas Cunningham in-kind		4,350.00	346,861.71		-4,350.00	
06/30/2004	auditor6		cunningham retainage	3,600.00		349,324.21	3,600.00		
06/30/2004	auditor12			-276,591.73	276,591.73	66,732.46			
07/23/2004		FL Power & Light	new property utilities		4.84	66,737.30	4.84		
10/11/2004	1	Thomas E. Cunningham, Architect	Architental services	17,400.00		84,137.30	17,400.00		
10/11/2004	2	Seminole county BCC	Site Plan	1,568.62		85,705.92	1,568.62		
10/11/2004	3	Seminole county BCC	Arbor	25.00		85,730.92	25.00		
10/11/2004	4	Seminole county BCC	Concurency	250.00		85,980.74	250.00		
10/21/2004		Florida Power & Light	Sep 22 to Oct 21		8.98	85,989.72	8.98		
10/27/2004	12286	Seminole County Health Department	Permit Fee Septic		85.00	86,074.72	85.00		
11/01/2004		Ray Valdez, Tax Collector	Waste Management		136.32	86,211.04	136.32		
11/03/2004		Bank One	Brownies Great Service Septic		350.00	86,561.04	350.00		
11/04/2004		Kevin's Lock and Safe, Inc.	service callfix locks		255.75	86,816.79	255.75		
11/04/2004		Mary Cottrell Cleaning Service	complete clean 12 person crew		185.00	87,001.79	185.00		
11/19/2004		Florida Power	monthly bills		11.82	87,013.61	11.82		
11/22/2004	IK112204		Cleaning Mary Cottrell		299.00	87,312.61	299.00		
01/13/2005		John Ewseychik & Associates, P.A.	Inv. 1044 landscape and irrigation plan, blueprints	2,160.00		89,472.61	2,160.00		
01/20/2005	12401	St. Johns River Management	permit fee	350.00		89,822.61	350.00		
01/26/2005	12407	Florida Department of Envir	Application Fee	250.00		90,072.61	250.00		
01/26/2005	12406	Florida Department of Envir	Application Fee	500.00		90,572.61	500.00		
02/02/2005	12409	Seminole county BCC	VOID: Arbor Permit Fee		0.00	90,572.61			
04/25/2005	1000	St. Johns Water Management District	Appl. Fee Permit for wetlands issue		650.00	91,222.61	650.00		
04/26/2005		Florida Power	utility		5.51	91,228.12	5.51		
05/25/2005		Florida Power	monthly bills		5.51	91,233.63	5.51		
06/01/2005		Thomas E. Cunningham, Architect	Retainage	3,600.00	3,600.00	94,833.63			
06/04/2005		Florida Power	monthly bills		0.00	94,833.63			
06/09/2005	IK060905		Jacobs Environmental Consulting	3,414.35		98,247.98	452.85	2,961.50	
06/09/2005		Jacobs Environmental Consulting, LLC	Environmental Consulting Service	3,414.35		101,662.33	3,414.35		
06/10/2005		Orlando Sentinel	Invitation to Bldg		264.00	101,926.33	264.00		
06/24/2005		Florida Power	monthly bills		5.51	101,931.84	5.51		
06/30/2005	je060501		reverse retainage accrued June 30, 2004, paic	-3,600.00		98,331.84			
06/30/2005		HUD - Construction	auditor AJE		4,350.00	92,681.84	4,350.00		
						377,711.07	-433,959.11	-2,005,010.00	10,611.50
									Spent \$377,772.39
									TOTAL 6-30-06

**Safehouse of Seminole
Construction Expense By Funder**

Date	Num	Name	Memo	Debit	Credit	Balance	Florida DCF	HUD-County	SSH
07/30/2005	Invoice 073005	Thomas E. Cummingham, Architect	Preparatin of bid documents				-801,120.00	-2,006,010.00	
09/14/2005		Florida Power	August	4,531.25		4,531.25		4,531.25	
09/23/2005		Florida Power	September	2.09		2.09			2.09
09/30/2005	Invoice 093005	Thomas E. Cummingham, Architect	Preparation of bid documents	6.19		8.19			8.19
11/14/2005		Ray Valdez, Tax Collector	garbage collection	3,281.25		3,281.25		3,281.25	
12/01/2005	12953	Seminole county BCC	building permit	154.56		154.56			154.56
12/02/2005		Southeastern Surveying, Inc	Elder Creek Stormwater/WV.B. Cardall's Map	1,607.22		1,607.22		1,607.22	
12/06/2005	Invoice CV050469	Florida Realty Analysts, Inc.	Full Appraisal	450.00		450.00		450.00	
12/12/2005		Seminole county BCC	Building Permit Fee	400.00		400.00		400.00	
01/23/2006	1008	Thomas E. Cummingham, Architect	Architertural services	8,450.04		8,450.04		8,450.04	
02/24/2006		Julie Remington, Custodian of Petty Cash	recording deed easement to SJRVWMD	0.00		0.00			0.00
02/27/2006	1001	Thomas E. Cummingham, Architect	construction services	58.50		58.50			58.50
04/24/2006	1002	Mellich Blenden Engineering, Inc.	construction meeting & shop drawing	500.00		500.00		500.00	
04/24/2006	1003	Thomas E. Cummingham, Architect	services thru 4-12-04	625.00		625.00		625.00	
05/22/2006	1004	Thomas E. Cummingham, Architect	services thru 4-12-04	728.64		728.64		728.64	
05/22/2006	1005	Mellich Blenden Engineering, Inc.	May 15, 2006 invoice					500.00	
								1,155.00	

PAID DIRECT BY COUNTY

07/11/2005		Mellich Blenden Engineering, Inc.					-322,311.64	322,311.64	
09/05/2003		Mellich Blenden Engineering, Inc.		40,000.00		40,000.00		40,000.00	Reimbursed by County 8-30-05
06/30/2005		Thomas E Cumming Architect		1,527.00		1,527.00		1,527.00	
02/06/2006		John Ewseychik		6,073.31		6,073.31		6,073.31	
02/15/2006		Wilson & Co App Pay #1		145.00		145.00		145.00	
03/10/2006		Wilson & Co App Pay #2		251,843.22		251,843.22		251,843.22	
04/17/2006		Wilson & Co App Pay #3		17,543.16		17,543.16		17,543.16	
12/01/2005		High Security Alarm System		70,854.84		70,854.84		70,854.84	
12/01/2005		Thomas E Cumming Architect		135,098.05		135,098.05		135,098.05	
12/01/2005		Florida Surety Bonds - Bond Premium		2,125.00		2,125.00		2,125.00	
01/03/2006		Impact Fees Water Sewer Fire Rescue		19,148.00		19,148.00		19,148.00	
08/01/2005		Safehouse		31,606.31		31,606.31		31,606.31	
09/12/2005		Reimbursed by County		4,201.62					?????Reimburse What Plug number by county
03/29/2006		Mellich Blenden Engineering, Inc.		500.00				500.00	
03/29/2006		Thomas E Cumming Architect		500.00				500.00	
06/24/2043		Wilson & Company							
06/08/2006		Florida Power & Light					290,993.63		
06/08/2006		Wilson & Company					47.25		
06/18/2006		Mellich Blenden Engineering, Inc.					208,008.78		
06/30/2006		H. Scott Gold, Esq.						1,030.00	Reimburse by County
06/30/2006		Wilson & Company						4,000.00	In-Kind Legal
06/30/2006		Wilson & Company Retainage to date						465,388.09	
									145,070.28 Retainage

-61.31 990,910.00 307,372.96 978,573.32 -257,221.09 -616,087.98 **Left to Spend June 30, 2006**

7/24/2006		Mellich Blenden					543,898.91	-1,388,922.02	14,834.84	Retainage not included in #'s Spent thru June 30, 2006
7/24/2006		Thomas Cummingham						500.00		1,947,655.77
8/8/2006		PPG Architect				500.00				Reimbursed By County
8/21/2006		Southeast Steel				45.90				Reimbursed By County
8/21/2006		D & B Tiles of Orlando						5,000.00		Reimbursed By County
8/23/2006		Wilson & Company #7						13,451.76		Reimbursed By County
8/29/2006		Thomas Cummingham						155,477.30		Reimbursed By County
8/29/2006		Mellich Blenden				500.00				Reimbursed By County
9/5/2006		Wilson & Company #8						348.50		
								158,587.68		

**THIRD AMENDMENT TO
SEMINOLE COUNTY/SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC.
HOME/SHIP SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2003-2004**

THIS THIRD AMENDMENT, entered into this ____ day of _____, 2006, 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 **SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC.**, a Florida non-profit corporation, whose mailing address is Post Office Box 2921, Sanford, Florida 32772-2921, hereinafter referred to as "COALITION".

WHEREAS, COALITION and COUNTY previously entered into that certain Seminole County/Seminole County Victim's Right's Coalition, Inc. HOME/SHIP Subrecipient Agreement Program Year 2003-2004 dated July 13, 2004 (the "Agreement") wherein COUNTY committed to provide the sum of TWO MILLION FIVE THOUSAND TEN AND NO/100 DOLLARS (\$2,005,010.00) of United States Department of Housing and Urban Development ("HUD") HOME funds and State Housing Initiative Partnership ("SHIP") funds for construction of a twenty-four (24) unit transitional rental housing facility for Very Low Income victims of domestic violence and their dependent children; and

WHEREAS, the Agreement was amended on August 1, 2005 (the "First Amendment") to extend the Project completion date and affordability period to December 31, 2006 and December 31, 2026, respectively, and to provide that HUD/HOME funds could be used for site acquisition and other ancillary costs of the Project; and

WHEREAS, the Agreement was subsequently amended on December 20, 2005 (the "Second Amendment") to further clarify the uses for which

HUD/HOME funds could be used towards completion of the Project; and

WHEREAS, the parties have determined that it is necessary to provide additional funding for completion of the Project in the amount of TWO HUNDRED SIXTY-THREE THOUSAND AND NO/100 DOLLARS (\$263,000.00) from HUD/HOME funds from the current 2005-2006 Program Year; and

WHEREAS, such additional funding requires further substantive amendment to certain portions of the Agreement and Exhibits thereto,

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 to the following further changes to the terms of this contractual understanding and responsibilities under the amended Agreement:

Section 1. Incorporation of Recitals. The foregoing recitals are true and correct and form an integral part of this Third Amendment.

Section 2. Section 2 of the Agreement, as amended by the First Amendment, is hereby further amended to read as follows:

"Section 2. Definitions.

(a) "Affordability Period" means the length of time for which the subject properties must comply with HUD/SHIP regulations and be used solely for the affordable housing purposes set forth herein. Because this Agreement involves new construction of affordable rental housing units, said period shall be for a term of twenty (20) years pursuant to 24 CFR § 92.252 terminating on December 31, 2026.

(b) "CD Administrator" means the Community Resources Assistance Division Manager or their designee.

(c) "County Approval" means written approval by the ~~Planning and Development~~ Community Services Department Director, the ~~Community Resources Assistance~~ Division Manager, or their designee.

~~(d) "Low 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.~~

~~(e) (d)~~ "Planning Department" Community Services Department means the COUNTY'S ~~Planning and Development~~ Community Services Department Director or his designee.

~~(f) (e)~~ "Properties" means the parcels of real property located within Seminole County which are to be used for the purposes discussed in Section 5 and Exhibit "A" to this Agreement.

~~(g) (f)~~ "SHIP Program" means State Housing Initiative Partnership Program.

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

~~(i) (h)~~ "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 "Statement of Work (Use of HOME/SHIP Funds)" is hereby amended to read as follows:

"Section 3. Statement of Work (Use of HOME/SHIP Funds).
COALITION, in a manner satisfactory to the COUNTY, shall perform all services described in the Scope of Services, attached hereto as Exhibit

"A" 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 COALITION. Contemporaneously with the effective date of the Third Amendment to the Agreement, COALITION shall execute, cause to be recorded and deliver to COUNTY the Restrictive Covenant in the form of Exhibit G-3 to the Third Amendment and the SHIP/HOME Program Mortgage Deed and Deferred Payment Promissory Note in the form attached as Exhibit H-3 to the Third Amendment."

Section 4. Section 5 of the Agreement "Disbursement of Funds", as amended by the First Amendment to the Agreement, is further amended to read as follows:

"Section 5. Disbursement of Funds.

(a) The COUNTY shall reimburse COALITION for funds paid for necessary real property acquisition related costs and for funds paid to the contractors, subcontractors and vendors selected by COALITION to provide required construction related goods and services under this Agreement in accordance with the revised Scope of Services attached as Exhibit A-1 to this First Amendment and the Revised Project Budget, attached as Exhibit B-1 to the First Amendment and incorporated herein by reference.

(b) The COUNTY has allocated ~~TWO MILLION FIVE THOUSAND TEN AND NO/100 DOLLARS (\$2,005,010.00)~~ TWO MILLION TWO HUNDRED SIXTY-EIGHT THOUSAND TEN AND NO/100 DOLLARS (\$2,268,010.00) comprised of HUD HOME funds of ~~FIVE HUNDRED FIVE THOUSAND TEN AND NO/100 DOLLARS (\$505,010.00)~~ SEVEN HUNDRED SIXTY-EIGHT THOUSAND TEN AND NO/100 (\$768,010.00) and SHIP

funds of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00) for completion of this Agreement. The COUNTY will pay/reimburse COALITION for the real property acquisition and construction related costs and services rendered under this Agreement up to ~~TWO MILLION FIVE THOUSAND TEN AND NO/100 DOLLARS (\$2,005,010.00)~~ TWO MILLION TWO HUNDRED SIXTY-EIGHT THOUSAND TEN AND NO/100 DOLLARS (\$2,268,010.00). In the event that COALITION does not require the full amount thereof, as reflected in the bids received and reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate such funds to other HUD, HOME, and SHIP projects.

(c) In no event shall the COUNTY reimburse COALITION, its contractors, subcontractors or vendors until all acquisition costs, as well as all other goods and services rendered, are invoiced and approved in writing by the Executive Director of COALITION and the CD Administrator.

(d) In order to process payment requests, COALITION shall submit to the COUNTY an original invoice signed by the entity requesting payment and COALITION's Project Manager. Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with the invoice.

(e) Upon receipt of the documentation listed above, the COUNTY shall initiate reimbursement to COALITION. The COUNTY reserves the right to verify, by site inspection when necessary, that all goods and acquired real property, materials, labor and services have been properly invoiced. Payment shall be made as soon as practicable; provided, however, that if COALITION, its vendors, contractors and subcontractors

have performed services in full compliance with all HUD, HOME and SHIP 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, COALITION shall render a final and complete statement to the COUNTY of all real property acquisition and construction related costs for goods and services not previously invoiced. The COUNTY shall not be obligated to pay any charges, claims or demands of COALITION not properly invoiced and received by the COUNTY by December 31, 2006.

(g) Any goods or services not allotted in the Project Budget, or not undertaken in compliance with this Agreement, will only be reimbursed by the COUNTY if the CD Administrator has issued prior written approval of such goods or services.

(h) COALITION shall use the funds provided under this Agreement to leverage funds and services for the completion of the services described herein. COALITION must demonstrate a minimum leveraging of ~~FIVE HUNDRED EIGHTY THOUSAND ONE HUNDRED AND NO/100 DOLLARS~~ ~~(\$580,100.00)~~ EIGHT HUNDRED EIGHTY-TWO THOUSAND AND NO/100 DOLLARS (\$882,000.00), all of which shall be applied toward completion of the site acquisition and construction of the rental units as described in Exhibits "A" and "B" to this Agreement. Prior to any reimbursement of funds, COALITION must demonstrate that all required leveraged funds are available or obligated toward the provision of the twenty four (24) affordable rental housing units, of which twelve (12) shall be SHIP funded and twelve (12) shall be HOME funded transitional rental units.

Prior to final reimbursement payment by the COUNTY, COALITION shall provide appropriate documentation to demonstrate that sufficient funds and/or services have been leveraged and all leveraged money has been applied toward the rehabilitation and construction of the housing units. If sufficient leveraging has not been demonstrated, COALITION shall be deemed to be in breach of this Agreement and the COUNTY shall withhold any and all future payments to COALITION in addition to any other remedies set forth herein."

Section 5. Exhibit B-2 to the Agreement, "Restated Project Budget", as adopted by the Second Amendment, is hereby superseded and replaced by Exhibit B-3 attached to this Third Amendment.

Section 6. Exhibit C to the Agreement, "Request For Payment", is hereby superseded and replaced by Exhibit C-3 attached to this Third Amendment.

Section 7. Exhibit D to the Agreement, "Monthly Report", is hereby superseded and replaced by Exhibit D-3 attached to this Third Amendment.

Section 8. Exhibit G to the Agreement, "Restrictive Covenant", is hereby superseded and replaced by Exhibit G-3 attached to this Third Amendment.

Section 9. Composite Exhibit H to the Agreement, "Seminole County SHIP/HOME Program Mortgage Deed and Deferred Payment Promissory Note", is hereby superseded and replaced by Exhibit H-3 attached to this Third Amendment.

Section 10. Effect of Third Amendment On Agreement. All other terms and provisions of the Agreement and the Exhibits thereto, as previously amended, which are not expressly amended or superseded and

replaced by this Third Amendment, shall remain in full force and effect. The provisions of this Third Amendment, together with the revised Exhibits attached hereto, along with the remaining provisions of the Agreement, as amended by the First and Second Amendments thereto, shall together constitute the entire understanding of the parties as to the subject matter of the Agreement.

Section 11. Severability of Invalid Provisions. If any one or more of the covenants or provisions of this Third Amendment 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 Third Amendment and the Agreement, and shall in no way affect the validity of the remaining covenants or provisions of said instruments.

Section 12. Effective Date of Third Amendment. This Third Amendment shall become effective on the date of execution by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to Agreement to be executed.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

Attachments:

- Exhibit B-3 - Restate Project Budget
- Exhibit C-3 - Request for Payment
- Exhibit D-3 - Monthly Report
- Exhibit G-3 - Restrictive Covenant
- Composite Exhibit H-3 - Seminole County SHIP/HOME Program
Mortgage Deed and Deferred Payment
Promissory Note

P:\Users\laschneider\Affordable Housing\3rd Amendment - Victim's Rights.doc

EXHIBIT B-3

RESTATED PROJECT BUDGET

Funding Sources	Estimated Budget
COUNTY HOME Program funding real property site acquisition and construction of twelve (12) transitional housing units to include related architectural, design, engineering, environmental, and geotechnical services related thereto.	\$505,010.00 <u>\$768,010.00</u>
COUNTY SHIP Program funding for site acquisition and construction of twelve (12) transitional rental housing units to include related architectural, design, engineering, geotechnical, and environmental services related thereto.	\$1,500,000.00
Subtotal: total funding provided by COUNTY	\$2,005,010.00 <u>\$2,268,010.00</u>
Funding provided by COALITION (all twenty-four (24) units)	\$580,100.00 <u>\$882,000.00</u>
Total Project funding	\$2,585,110.00 <u>\$3,150,010.00</u>

EXHIBIT C-3

REQUEST FOR PAYMENT

Subrecipient: **SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC.**

Title of Activity/Project: _____

Mailing Address: _____

Contact Person: Frank Vande Loo, President

Telephone Number: 407-302-5220 x225

Payment Request No: _____

Subrecipient Agreement Amount	% of Work Completed to Date	To Date Amount Previously Billed	This Invoice Billed
\$2,268,010.00	%	\$	\$
\$2,268,010.00	%	\$	\$
\$2,268,010.00	%	\$	\$
\$2,268,010.00	%	\$	\$
\$2,268,010.00	%	\$	\$
\$2,268,010.00	%	\$	\$
\$2,268,010.00	%	\$	\$
\$2,268,010.00	%	\$	\$
\$2,268,010.00	%	\$	\$
Total Invoices Billed	----	----	\$

Attach a copy of all supporting documentation for this Payment Request

Estimated Project/Activity Completion Date: _____

Subrecipient Agreement Required Completion Date: _____

Submitted By: _____ Title: _____

Signature: _____ Date: _____

EXHIBIT D-3

MONTHLY REPORT

Status Report for Month of _____

SUBRECIPIENT INFORMATION:

Subrecipient **SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC.**
 Mailing Address: P.O. Box 2921, Sanford, FL 32772-2921
 Contact Person: Frank Vande Loo, President
 Telephone 407-302-5220 x225

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
Construction of a total of 24 transitional rental housing units	\$2,005,010.00 <u>\$2,268,010.00</u>				
TOTAL	\$2,005,010.00 <u>\$2,268,010.00</u>				

Any other special accomplishments:

Signed: _____ Dated: _____

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

EXHIBIT G-3

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT is made and entered into this ____ day of _____, 20____, by Seminole County Victim's Rights Coalition, Inc., whose mailing address is P.O. Box 2921, Sanford, Florida 32772-2921 (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").

W I T N E S S E T H:

WHEREAS, OWNER and COUNTY entered into that certain "Seminole County/Seminole County Victim's Rights Coalition, Inc. HOME/SHIP Subrecipient Agreement" (the "Agreement") dated July 13, 2004, as amended, for the benefit of OWNER, whereby OWNER has obtained mortgage financing for the construction of twenty-four (24) transitional housing rental units on a certain parcel of real property for purposes of providing housing for Very Low Income victims of domestic violence and their dependent children; and

WHEREAS, the address, legal description, and parcel identification number of the subject real property are as follows:

4190 Narcissus Avenue
Sanford, Florida 32772

and legally described as:

LOT E (LESS THE WEST 9 ACRES THEREOF) AND THE
SOUTHWEST 1/4 OF LOT F (LESS THE EAST 150 FEET
THEREOF), ST. JOSEPH'S, ACCORDING TO THE PLAT THEREOF
AS RECORDED IN PLAT BOOK 1, PAGE 114 OF THE PUBLIC
RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 16-19-30-5AC-0000-00E0

said parcel also being described as:

THE EAST ONE ACRE OF LOT E AND THE SOUTH 1/2 OF LOT F (LESS THE EAST 150 FEET OF THE WEST 329.65 FEET) ST. JOSEPH'S, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 114, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. (LESS ROAD RIGHT-OF-WAY). LESS AND EXCEPT THE EAST 1/2 OF THE SOUTH 1/2 OF LOT F, ST. JOSEPH'S ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 114, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF NARCISSUS AVENUE, A 30.00 FOOT RIGHT-OF-WAY AND THE SOUTHWEST CORNER OF SAID LOT E; THENCE NORTH 89°58'08" EAST ALONG SAID RIGHT-OF-WAY LINE, 579.16 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 00°05'49" WEST ALONG THE WEST LINE OF THE EAST ONE ACRE OF SAID LOT E, 644.72 FEET TO THE NORTH LINE OF SAID LOT E; THENCE ALONG SAID NORTH LINE, NORTH 89°58'44" EAST 64.70 TO A POINT ON THE EAST LINE OF SAID LOT E; THENCE SOUTH 00°07'52" EAST ALONG SAID EAST LINE, 329.80 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF SAID LOT F, THENCE NORTH 89°58'44" EAST ALONG SAID NORTH LINE, 179.65 FEET TO THE EAST LINE OF THE WEST 329.65 FEET OF SAID LOT F; THENCE SOUTH 00°07'52" EAST ALONG SAID EAST LINE, 314.87 FEET TO AFORESAID NORTH RIGHT-OF-WAY LINE OF NARCISSUS AVENUE; THENCE SOUTH 89°58'08" WEST ALONG SAID RIGHT-OF-WAY LINE, 244.74 FEET TO THE POINT OF BEGINNING.

(the "Property"); and

WHEREAS, the OWNER has agreed to use this Property only for the provision of emergency shelter and transitional shelter housing for Very Low Income victims of domestic violence and their dependent children for at least twenty (20) years from the recording date hereof or December 31, 2026, whichever is later (the "Affordability Period"); and

WHEREAS, pursuant to that certain Mortgage Deed and HOME/SHIP Deferred Payment Promissory Note made by OWNER in favor of COUNTY, both of even date herewith (collectively referred to as the "Mortgage") and the Agreement, COUNTY has agreed to finance up to TWO MILLION TWO HUNDRED SIXTY-EIGHT THOUSAND TEN AND NO/100 DOLLARS (\$2,268,010.00) for the purpose of site acquisition, new construction and rehabilitation of the Property; and

NOW, THEREFORE, in consideration of the financial assistance from the COUNTY, OWNER covenants as follows:

1. The Agreement, as amended, and recitals stated hereinabove are true and correct and are incorporated herein by reference and made a part hereof.

2. The OWNER hereby declares 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. The Property shall be used solely for the provision of affordable, transitional housing and shelter to Very Low Income victims of domestic abuse and their dependent children for the complete term of the Affordability Period. "Very Low Income" shall mean 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 Restrictive Covenant.


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. This Restrictive Covenant shall be binding upon OWNER and any successor in interest to the Property and, prior to expiration of the Affordability Period, may only be released by an instrument duly executed by OWNER and COUNTY and recorded in the Official Records of said jurisdiction.

IN WITNESS WHEREOF, OWNER has executed this instrument on the day and year set forth below.

ATTEST:

SEMINOLE COUNTY VICTIM'S
RIGHTS COALITION, INC.



JANET DAVIS, Secretary

By: 

FRANK VANDE LOO, President

[CORPORATE SEAL]

Date: 10-7-06

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

**This Mortgage is given to
Seminole County, Florida and
is exempt from payment of all
intangible personal property taxes
pursuant to §§ 199.032 and
199.183(1), Florida Statutes (2005)**

COMPOSITE EXHIBIT H-3

**SEMINOLE COUNTY SHIP/HOME PROGRAM
MORTGAGE DEED**

THIS MORTGAGE DEED is made and entered into this ____ day of _____, 20____, by Seminole County Victim's Rights Coalition, Inc., whose mailing address is P.O. Box 2921, Sanford, Florida 32772-2921 (the "MORTGAGOR"), 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").

W I T N E S S E T H :

WHEREAS, MORTGAGOR and COUNTY entered into that certain "Seminole County/Seminole County Victim's Rights Coalition, Inc. HOME/SHIP Subrecipient Agreement" dated July 13, 2004, as amended (the "Agreement") for the benefit of MORTGAGOR, whereby MORTGAGOR shall, by virtue of this instrument, obtain mortgage financing for site acquisition and construction of twenty-four (24) transitional housing rental units on a certain parcel of real property for purposes of providing housing for Very Low Income victims of domestic violence and their dependent children; and

WHEREAS, the address, legal description and parcel identification number of the subject real property are as follows:

4190 Narcissus Avenue
Sanford, Florida 32772

and legally described as:

LOT E (LESS THE WEST 9 ACRES THEREOF) AND THE

SOUTHWEST 1/4 OF LOT F (LESS THE EAST 150 FEET THEREOF), ST. JOSEPH'S, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 114 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 16-19-30-5AC-0000-00E0

said parcel also being described as:

THE EAST ONE ACRE OF LOT E AND THE SOUTH 1/2 OF LOT F (LESS THE EAST 150 FEET OF THE WEST 329.65 FEET) ST. JOSEPH'S, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 114, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. (LESS ROAD RIGHT-OF-WAY). LESS AND EXCEPT THE EAST 1/2 OF THE SOUTH 1/2 OF LOT F, ST. JOSEPH'S ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 114, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF NARCISSUS AVENUE, A 30.00 FOOT RIGHT-OF-WAY AND THE SOUTHWEST CORNER OF SAID LOT E; THENCE NORTH 89°58'08" EAST ALONG SAID RIGHT-OF-WAY LINE, 579.16 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 00°05'49" WEST ALONG THE WEST LINE OF THE EAST ONE ACRE OF SAID LOT E, 644.72 FEET TO THE NORTH LINE OF SAID LOT E; THENCE ALONG SAID NORTH LINE, NORTH 89°58'44" EAST 64.70 TO A POINT ON THE EAST LINE OF SAID LOT E; THENCE SOUTH 00°07'52" EAST ALONG SAID EAST LINE, 329.80 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF SAID LOT F, THENCE NORTH 89°58'44" EAST ALONG SAID NORTH LINE, 179.65 FEET TO THE EAST LINE OF THE WEST 329.65 FEET OF SAID LOT F; THENCE SOUTH 00°07'52" EAST ALONG SAID EAST LINE, 314.87 FEET TO AFORESAID NORTH RIGHT-OF-WAY LINE OF NARCISSUS AVENUE; THENCE SOUTH 89°58'08" WEST ALONG SAID RIGHT-OF-WAY LINE, 244.74 FEET TO THE POINT OF BEGINNING.

(the "Property"); and

WHEREAS, the MORTGAGOR has agreed to use the Property only for the purpose of providing transitional housing for Very Low Income victims of domestic violence and their dependent children; and

WHEREAS, MORTGAGOR has executed and recorded that certain Restrictive Covenant of even date herewith governing the uses of the Property for the benefit of COUNTY and which is recorded in the Public Records of Seminole County, Florida (the "Restrictive Covenant"); and

WHEREAS, MORTGAGOR has executed that certain HOME/SHIP Deferred Payment Promissory Note (the "Note") of even date herewith in the principal amount of TWO MILLION TWO THOUSAND SIXTY-EIGHT TEN AND NO/100 DOLLARS (\$2,268,010.00) and secured by this Mortgage Deed,

NOW, THEREFORE, in consideration of the financial assistance from the COUNTY with respect to the improvement of the Property and for other valuable consideration provided herein, MORTGAGOR hereto covenants as follows:

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

2. MORTGAGOR covenants with the COUNTY that the MORTGAGOR is indefeasibly seized of said Property in fee simple; that the MORTGAGOR has good right and lawful authority to convey said lands as aforesaid; that the MORTGAGOR will make such further assurances to perfect fee simple title to said lands in the COUNTY as may reasonably be required; that the MORTGAGOR 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 except those of record as the date hereof.

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

5. If the MORTGAGOR shall perform, comply with, and abide by each and every agreement, stipulation, condition, and covenant regarding the Property including this Mortgage, the Note, and the Agreement, then this Mortgage and the estate hereby created shall cease, determine and be null and void.

6. MORTGAGOR 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 Note and this Mortgage or either.

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

8. MORTGAGOR 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. MORTGAGOR 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 MORTGAGOR for any surplus in such monies.

10. MORTGAGOR 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 MORTGAGOR to promptly and fully comply with any agreements, stipulations, conditions, and covenants regarding the Property.

11. MORTGAGOR covenants and agrees to perform, comply with, and abide by each and every agreement, stipulation, condition, and covenant regarding the Property, including particularly, the Restrictive Covenant and the Agreement.

12. In the event MORTGAGOR fails to pay when due any tax, assessment, insurance premium, or other sum of money payable by virtue of this Mortgage and the 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 voluntary sale or foreclosure, 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 MORTGAGOR and 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 MORTGAGOR.

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, the Note, the Agreement or the Restrictive Covenant are not fully performed, complied with, and abided by such occurrence shall be deemed an event of default hereunder and the entire sum mentioned in said 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 and MORTGAGOR's estate may be foreclosed, anything in said instruments 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 Note or this Mortgage accrued or thereafter accruing.

15. MORTGAGOR shall not execute an assumption or in any way convey its obligations under this Mortgage or the 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 Note, the Agreement or the Restrictive Covenant, the COUNTY may require immediate payment in full of all sums due under the Promissory Note and the MORTGAGOR shall be considered in default under the terms of the Mortgage shall have the right to initiate foreclosure procedures.

IN WITNESS WHEREOF, MORTGAGOR has executed on the day and year set forth below.

ATTEST:

SEMINOLE COUNTY VICTIM'S
RIGHTS COALITION, INC.



JANET DAVIS, Secretary

By: 

FRANK VANDE LOO, President

[CORPORATE SEAL]

Date: 10-7-06

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

**This Instrument is given to
Seminole County, Florida and
is exempt from payment of all
intangible personal property taxes
pursuant to §§ 199.032 and
199.183(1), Florida Statutes (2005)**

**SEMINOLE COUNTY
HOME/SHIP PROGRAM
DEFERRED PAYMENT PROMISSORY NOTE**

PRINCIPAL AMOUNT: TWO MILLION TWO THOUSAND SIXTY-EIGHT TEN AND
NO/100 DOLLARS (\$2,268,010.00)

DATED DATE: _____, 2006

MATURITY DATE: December 31, 2026

RATE OF INTEREST: ZERO PERCENT (0.00%) PER ANNUM

OBLIGOR: Seminole County Victim's Rights Coalition, Inc.
P.O. Box 2921
Sanford, Florida 32772-2921

THIS PROMISSORY NOTE is made and entered into this ____ day of _____, 2006, by Seminole County Victim's Rights Coalition, Inc., whose mailing address is P.O. Box 2921, Sanford, Florida 32772-2921 (the "OBLIGOR"), 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").

W I T N E S S E T H:

WHEREAS, OBLIGOR and COUNTY entered into that certain "Seminole County Victim's Rights Coalition, Inc. HOME/SHIP Subrecipient Agreement" dated July 13, 2004, as amended, (the "Agreement") for the benefit of OBLIGOR, whereby OBLIGOR has agreed to improve and redevelop that certain parcel of real property located in Seminole County, Florida, the addresses and legal descriptions for which are as

follows:

4190 Narcissus Avenue
Sanford, Florida 32772

and legally described as:

LOT E (LESS THE WEST 9 ACRES THEREOF) AND THE
SOUTHWEST 1/4 OF LOT F (LESS THE EAST 150 FEET
THEREOF), ST. JOSEPH'S, ACCORDING TO THE PLAT THEREOF
AS RECORDED IN PLAT BOOK 1, PAGE 114 OF THE PUBLIC
RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 16-19-30-5AC-0000-00E0

said parcel also being described as:

THE EAST ONE ACRE OF LOT E AND THE SOUTH 1/2 OF LOT F
(LESS THE EAST 150 FEET OF THE WEST 329.65 FEET) ST.
JOSEPH'S, ACCORDING TO THE PLAT THEREOF AS RECORDED IN
PLAT BOOK 1, PAGE 114, OF THE PUBLIC RECORDS OF
SEMINOLE COUNTY, FLORIDA. (LESS ROAD RIGHT-OF-WAY).
LESS AND EXCEPT THE EAST 1/2 OF THE SOUTH 1/2 OF LOT
F, ST. JOSEPH'S ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 1, PAGE 114, OF THE PUBLIC
RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-
OF-WAY LINE OF NARCISSUS AVENUE, A 30.00 FOOT RIGHT-
OF-WAY AND THE SOUTHWEST CORNER OF SAID LOT E; THENCE
NORTH 89°58'08" EAST ALONG SAID RIGHT-OF-WAY LINE,
579.16 FEET FOR THE POINT OF BEGINNING; THENCE
DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 00°05'49" WEST
ALONG THE WEST LINE OF THE EAST ONE ACRE OF SAID LOT
E, 644.72 FEET TO THE NORTH LINE OF SAID LOT E; THENCE
ALONG SAID NORTH LINE, NORTH 89°58'44" EAST 64.70 TO A
POINT ON THE EAST LINE OF SAID LOT E; THENCE SOUTH
00°07'52" EAST ALONG SAID EAST LINE, 329.80 FEET TO A
POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF SAID LOT
F, THENCE NORTH 89°58'44" EAST ALONG SAID NORTH LINE,
179.65 FEET TO THE EAST LINE OF THE WEST 329.65 FEET
OF SAID LOT F; THENCE SOUTH 00°07'52" EAST ALONG SAID
EAST LINE, 314.87 FEET TO AFORESAID NORTH RIGHT-OF-WAY
LINE OF NARCISSUS AVENUE; THENCE SOUTH 89°58'08" WEST
ALONG SAID RIGHT-OF-WAY LINE, 244.74 FEET TO THE POINT
OF BEGINNING.

(the "Property"); and

WHEREAS, the OBLIGOR has agreed to use the Property only as described in the Agreement and pursuant to that certain Restrictive Covenant and Mortgage Deed, both of even date herewith, governing the uses of the Property for the benefit of COUNTY and recorded in the Public Records of Seminole County, Florida; and

WHEREAS, pursuant to the Agreement, the COUNTY, has paid TWO MILLION TWO THOUSAND SIXTY-EIGHT TEN AND NO/100 DOLLARS (\$2,268,010.00) for the purpose of construction on the Property of twenty-four (24) transitional housing rental units for Very Low Income victims of domestic abuse and their dependent children:

NOW, THEREFORE, in consideration of the financial assistance from the COUNTY with respect to the OBLIGOR'S improvement of the Property and for other valuable consideration provided herein, the OBLIGOR hereby covenants as follows:

1. OBLIGOR promises to pay to the order of the COUNTY on December 31, 2026 the sum of TWO MILLION TWO THOUSAND SIXTY-EIGHT TEN AND NO/100 DOLLARS (\$2,268,010.00) 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 Mortgage Deed and Restrictive Covenant of even date herewith made in favor of COUNTY and pertaining to the above described Property.

3. If the OBLIGOR fails to use the Property in the manner as required by the Agreement, the Restrictive Covenant, the Mortgage, or any portion of this Note, it shall be an event of default upon which event all sums outstanding and 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 December 31, 2026 provided that the OBLIGOR has met all the terms and conditions set forth in the Mortgage Deed, the Agreement, the Restrictive Covenant, and this Note.

5. OBLIGOR waives demand, protest, and notice of maturity, nonpayment, or protest, and all requirements necessary to hold it liable as a maker and endorser.

6. OBLIGOR 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.


7. This Note is secured by the Mortgage Deed given by OBLIGOR to COUNTY of even date herewith 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.

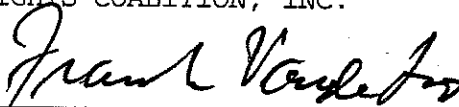
IN WITNESS WHEREOF, the OBLIGOR has duly executed this instrument on the day and year set forth below.

ATTEST:

SEMINOLE COUNTY VICTIM'S
RIGHTS COALITION, INC.



JANET DAVIS, Secretary

By: 

FRANK VANDE LOO, President

[CORPORATE SEAL]

Date: 10-7-06