

SEMINOLE COUNTY GOVERNMENT
BOARD OF ADJUSTMENT
AGENDA MEMORANDUM

SUBJECT: REQUEST FOR SPECIAL EXCEPTION TO ESTABLISH A GROUP HOME FACILITY IN THE A-1 (AGRICULTURE DISTRICT); (LA AMISTAD BEHAVIORAL HEALTH SERVICES, APPLICANT)

DEPARTMENT: Planning & Development DIVISION: Planning

AUTHORIZED BY: Earnest McDonald CONTACT: Francisco Torregrosa EXT. 7387

Agenda Date 9-27-04 Regular Consent Public Hearing – 6:00

MOTION/RECOMMENDATION:

1. **APPROVE** THE REQUEST FOR SPECIAL EXCEPTION TO ESTABLISH A GROUP HOME FACILITY IN THE A-1 (AGRICULTURE DISTRICT); (LA AMISTAD BEHAVIORAL HEALTH SERVICES, APPLICANT); OR
2. **DENY** THE REQUEST FOR SPECIAL EXCEPTION TO ESTABLISH A GROUP HOME FACILITY IN THE A-1 (AGRICULTURE DISTRICT); (LA AMISTAD BEHAVIORAL HEALTH SERVICES, APPLICANT); OR
3. **CONTINUE** THE REQUEST TO A TIME AND DATE CERTAIN.

GENERAL INFORMATION	APPLICANT: LOCATION: ZONING:	LA AMISTAD BEHAVIORAL HEALTH SERVICES 1160 SANDY LANE A-1 (AGRICULTURE DISTRICT)
BACKGROUND / REQUEST	<ul style="list-style-type: none"> • THE APPLICANT IS PROPOSING TO CONVERT AN EXISTING SINGLE-FAMILY RESIDENCE AND ASSOCIATED ACCESSORY STRUCTURES INTO AN ADULT RESIDENTIAL LEVEL II TREATMENT CENTER SERVING UP TO 20 CLIENTS. • THE FACILITY WILL PROVIDE PSYCHIATRIC EDUCATION, THERAPY AND COUNSELING TO CLIENTS WHO VOLUNTARILY SEEK TREATMENT. • ACCORDING TO THE APPLICANT, THERE IS ONLY ONE OTHER SIMILAR TREATMENT FACILITY IN THE COUNTY. THE SEMINOLE COMMUNITY MENTAL HEALTH CENTER, 	

A LEVEL II RESIDENTIAL TREATMENT FACILITY IS LOCATED IN SANFORD.

- THE 4.7 ACRE SUBJECT PROPERTY IS LOCATED IN THE A-1 DISTRICT, WHERE FACILITIES OF THE TYPE PROPOSED REQUIRE A SPECIAL EXCEPTION.
- THE APPLICANT IS THEREBY REQUESTING A SPECIAL EXCEPTION TO ESTABLISH A GROUP HOME FACILITY SERVING UP TO 20 CLIENTS.

ZONING & FLU	DIRECTION	EXISTING ZONING	EXISTING FLU	USE OF PROPERTY
	SITE	A-1	LDR	SINGLE-FAMILY RESIDENTIAL
NORTH	A-1	LDR	SINGLE-FAMILY RESIDENTIAL	
SOUTH	R-1AAAA	LDR	VACANT	
EAST	A-1	LDR	SINGLE-FAMILY RESIDENTIAL	
WEST	PUD	PD	SINGLE-FAMILY RESIDENTIAL	

STANDARDS FOR GRANTING A SPECIAL EXCEPTION; LDC SECTION 30.43(b)(2)

THE BOARD OF ADJUSTMENT (BOA) SHALL HAVE THE POWER TO HEAR AND DECIDE SPECIAL EXCEPTIONS IT IS SPECIFICALLY AUTHORIZED TO PASS UNDER THE TERMS OF THE LAND DEVELOPMENT CODE UPON DETERMINATION THE USE REQUESTED:

IS NOT DETRIMENTAL TO THE CHARACTER OF THE AREA OR NEIGHBORHOOD OR INCONSISTENT WITH TRENDS OF DEVELOPMENT IN THE AREA:

THE PROPOSED USE WOULD REPRESENT A CONVERSION OF AN EXISTING RESIDENCE AND ASSOCIATED ACCESSORY STRUCTURES INTO A RESIDENTIAL TREATMENT FACILITY. NO NEW STRUCTURES WOULD BE ADDED. IT WOULD THEREFORE BE CONSISTENT IN APPEARANCE WITH THE CHARACTER OF THE AREA. HOWEVER, STAFF FEELS THAT THE SIZE OF THE OPERATION IS NOT CONSISTENT WITH THE CHARACTER OF THE NEIGHBORHOOD SINCE IT WOULD INCREASE TRAFFIC ON A RESIDENTIAL ROAD BY UP TO 40 AVERAGE DAILY TRIPS.

DOES NOT HAVE AN UNDULY ADVERSE EFFECT ON EXISTING TRAFFIC PATTERNS, MOVEMENTS AND VOLUMES:

THE APPLICANT HAS STATED THAT ONLY THE STAFF OF SIX (6) WOULD BE ALLOWED TO DRIVE THEIR VEHICLES TO THE PROPERTY. OTHER TRAFFIC WILL INCLUDE DELIVERIES OF FOOD AND LINEN. THE RESIDENTS RECEIVING TREATMENT WILL NOT BE ALLOWED TO KEEP THEIR PERSONAL VEHICLES AT THE FACILITY. ALTHOUGH

	<p>THE IMPACTS TO EXISTING TRAFFIC AND TRANSPORTATION FACILITIES SHOULD BE MINIMAL, IT WOULD CONSTITUTE AN INCREASE IN TRAFFIC ONTO A RESIDENTIAL ROAD (SANDY LANE) BY A NON-RESIDENTIAL USE.</p> <p><u>IS CONSISTENT WITH THE SEMINOLE COUNTY VISION 2020 COMPREHENSIVE PLAN:</u></p> <p>THE SEMINOLE COUNTY VISION 2020 COMPREHENSIVE PLAN DESCRIBES LDR (LOW DENSITY RESIDENTIAL) FUTURE LAND USE (FLU) AS MOST APPROPRIATE FOR DETACHED SINGLE-FAMILY DEVELOPMENT. CERTAIN OTHER USES, INCLUDING RESIDENTIAL USES OF THE TYPE PROPOSED, ARE ALLOWED BY SPECIAL EXCEPTION.</p> <p><u>MEETS ANY ADDITIONAL REQUIREMENTS SPECIFIED IN THE CODE SECTION AUTHORIZING THE USE IN A PARTICULAR ZONING DISTRICT OR CLASSIFICATION:</u></p> <p>BASED ON THE SUBMITTED SITE PLAN, THE PROPOSED IMPROVEMENTS WOULD ADHERE TO THE MINIMUM AREA AND DIMENSIONAL REQUIREMENTS OF THE A-1 DISTRICT.</p> <p><u>WILL NOT ADVERSELY AFFECT THE PUBLIC INTEREST:</u></p> <p>WITHIN THE A-1 DISTRICT, GROUP HOMES HOUSING MORE THAN SIX (6) RESIDENTS ARE ALLOWED BY SPECIAL EXCEPTION. STAFF BELIEVES THAT THE INTENSITY (20 RESIDENTS) OF THE PROPOSED FACILITY EXCEEDS THAT WHICH WOULD BE COMPATIBLE (6 RESIDENTS) WITH THE RESIDENTIAL CHARACTER OF THE AREA.</p>
<p>STANDARDS FOR GRANTING A SPECIAL EXCEPTION IN THE A-1 (AGRICULTURE DISTRICT); LDC SECTION 30.124(a)</p>	<p>THE BOA MAY PERMIT ANY USE ALLOWED BY SPECIAL EXCEPTION IN THE A-1 (AGRICULTURE DISTRICT) UPON MAKING FINDINGS OF FACT, IN ADDITION TO THOSE REQUIRED BY SECTION 30.43(B)(2) OF THE LAND DEVELOPMENT CODE, THAT THE USE:</p> <p><u>IS CONSISTENT WITH THE GENERAL ZONING PLAN OF THE A-1 (AGRICULTURE DISTRICT):</u></p> <p>AS PREVIOUSLY STATED, THE PROPOSED USE WOULD REPRESENT A NEW NON-RESIDENTIAL USE IN A LARGELY RESIDENTIAL AREA. IT WOULD THEREFORE BE INCONSISTENT WITH THE CHARACTER OF THE AREA.</p> <p><u>IS NOT HIGHLY INTENSIVE IN NATURE:</u></p> <p>THE REQUEST IS HIGHLY INTENSIVE IN NATURE, EVEN THOUGH NO ADDITIONAL STRUCTURES ARE PROPOSED, THE REQUEST IS MORE THAN TRIPLE THE NUMBER OF GROUP HOME RESIDENTS (6) PERMITTED BY CODE. STAFF FEELS THAT THE PROPOSED NUMBER OF</p>

	<p>RESIDENTS (20) EXCEEDS THE NUMBER OF RESIDENTS A GROUP HOME CAN HAVE AND STILL FUNCTION AS A RESIDENTIAL USE.</p> <p><u>HAS ACCESS TO AN ADEQUATE LEVEL OF URBAN SERVICES SUCH AS SEWER, WATER, POLICE, SCHOOLS AND RELATED SERVICES:</u></p> <p>THE PROPERTY IS SERVICED BY A SEMINOLE COUNTY TWO (2) INCH WATER LINE, SEPTIC TANKS AND DRAIN FIELDS. FIRE FLOW AND PREVENTION WILL NEED TO BE ADDRESSED APPROPRIATELY PRIOR TO FINAL SITE PLAN APPROVAL.</p>
<p>FINDINGS</p>	<p>STAFF FINDS THAT THE PROPOSED USE WOULD BE INCOMPATIBLE WITH THE TREND OF DEVELOPMENT IN THE AREA FOR THE FOLLOWING REASONS:</p> <ul style="list-style-type: none">• THE PROPOSED USE WOULD CONSTITUTE THE INTRODUCTION OF A NON-RESIDENTIAL USE INTO A LARGELY RESIDENTIAL AREA. OTHER THAN THE EXISTING PACE SCHOOL ON THE SOUTHEAST CORNER OF THE INTERSECTION OF SAND LAKE ROAD AND SANDY LANE WHICH ACCESSES SAND LAKE ROAD DIRECTLY, NO OTHER NON-RESIDENTIAL USES EXIST IN THE AREA; AND• THE NUMBER OF RESIDENTS PROPOSED (20) WOULD PRECLUDE THIS FACILITY FROM BEING COMPATIBLE WITH THE SURROUNDING RESIDENTIAL USES.
<p>STAFF RECOMMENDATION</p>	<p>STAFF RECOMMENDS THE BOARD OF ADJUSTMENT DENY THE SPECIAL EXCEPTION BASED ON THE ENUMERATED FINDINGS. SHOULD THE BOARD DECIDE TO GRANT THE REQUEST, STAFF RECOMMENDS IMPOSITION OF THE FOLLOWING CONDITIONS:</p> <ol style="list-style-type: none">1. NO MORE THAN TWENTY (20) RESIDENTS UNDERGOING TREATMENT SHALL BE ALLOWED AT ANY ONE TIME;2. ONLY STAFF MEMBERS SHALL ACCESS THE PROPERTY VIA PRIVATE VEHICLES. RESIDENTS UNDER TREATMENT SHALL BE BUSED IN AND OUT OF THE FACILITY;3. NO MORE THAN SIX (6) STAFF MEMBERS SHALL BE EMPLOYED FOR ANY GIVEN SHIFT4. THE OUTDOOR AMPLIFICATION OF SOUND SHALL BE PROHIBITED; AND5. ANY OTHER CONDITION DEEMED APPROPRIATE BY THE BOARD.

COPY



SEMINOLE COUNTY PLANNING & DEVELOPMENT DEPARTMENT
PLANNING DIVISION
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-7444 PHONE (407) 665-7385 FAX APPL. NO. 652004-025

APPLICATION TO THE SEMINOLE COUNTY BOARD OF ADJUSTMENT

Applications to the Seminole County Board of Adjustment shall include all applicable items listed in the Board of Adjustment Process Checklist. No application will be scheduled for Board of Adjustment consideration until a complete application (including all information requested below) has been received by the Planning & Development Department, Planning Division. Applications for SPECIAL EXCEPTION shall only be received for processing following pre-application conference.

APPLICATION TYPE:

- VARIANCE**
- SPECIAL EXCEPTION** For use as an Adult Residential Treatment Center, Level II
- MOBILE HOME SPECIAL EXCEPTION**
 - EXISTING PROPOSED REPLACEMENT
 - MOBILE HOME IS FOR _____
 - YEAR OF MOBILE HOME _____ SIZE OF MOBILE HOME _____
 - ANTICIPATED TIME MOBILE HOME IS NEEDED _____
 - PLAN TO BUILD YES NO IF SO, WHEN _____
 - MEDICAL HARDSHIP YES (LETTER FROM DOCTOR REQUIRED) NO
- APPEAL FROM DECISION OF THE PLANNING MANAGER**

	PROPERTY OWNER	AUTHORIZED AGENT
NAME	James K. and Julie J. Shea	La Amistad Behavioral Health Services
ADDRESS	1160 Sandy Lane Longwood, FL 32779	1650 Park Avenue North Maitland, FL 32751
PHONE 1		800-433-1122
PHONE 2		407-647-0099 (fax)
E-MAIL		v1blewis@aol.com (e-mail)

PROJECT NAME: La Amistad Residential Treatment Center

SITE ADDRESS: 1160 Sandy Lane, Longwood, FL 32779

CURRENT USE OF PROPERTY: Single Family Residence

LEGAL DESCRIPTION: See Exhibit "A" attached hereto.

SIZE OF PROPERTY: 4.6 +/- acre(s) PARCEL I.D. 07-21-29-300-014A-0000

UTILITIES: WATER WELL SEWER SEPTIC TANK OTHER _____

KNOWN CODE ENFORCEMENT VIOLATIONS None

IS PROPERTY ACCESSIBLE FOR INSPECTION YES NO

This request will be considered at the Board of Adjustment regular meeting on 09/27/2004 (mo/day/yr), in the Board Chambers (Room 1028) at 6:00 p.m. on the first floor of the Seminole County Services Building, located at 1101 East First Street in downtown Sanford, FL.

I hereby affirm that all statements, proposals, and/or plans submitted with or contained within this application are true and correct to the best of my knowledge.

Julie Shea 08/06/2004
SIGNATURE OF OWNER OR AGENT* DATE

* Proof of owner's authorization is required with submittal if signed by agent.

ADDITIONAL VARIANCES

VARIANCE 2:

VARIANCE 3:

VARIANCE 4:

VARIANCE 5:

VARIANCE 6:

VARIANCE 7:

APPEAL FROM BOA DECISION TO BCC

	PROPERTY OWNER	AUTHORIZED AGENT *
NAME		
ADDRESS		
PHONE 1		
PHONE 2		
E-MAIL		

NATURE OF THE APPEAL _____

_____ SIGNATURE _____

FOR OFFICE USE ONLY

PROCESSING:

FEE: 370.00 COMMISSION DISTRICT _____ FLU / ZONING LDR / A-1

BOA HEARING DATE September 27

LOCATION FURTHER DESCRIBED AS located on the west side of Sandy Lane, appx 200 ft south of Sand

PLANNER _____ DATE _____

SUFFICIENCY COMMENTS _____

Lalce RC

EXHIBIT "A"

The South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 7, Township 21 South, Range 29 East, Less the West 16.5 feet and the East 25 feet for rights-of-way, lying in Seminole County, Florida.

SUMMARY STATEMENT OF SPECIAL EXCEPTION REQUEST
SEMINOLE COUNTY, FLORIDA

I. General Statement.

La Amistad is a residential treatment provider. La Amistad was founded in 1970 by Dr. Walter J. Muller, MD, a local psychiatrist in Winter Park, Florida. La Amistad has been providing treatment services for adults and children in the Central Florida area for over thirty (30) years.

A. Applicant Information:

La Amistad Behavioral Health Service
1650 Park Avenue North
Maitland, Florida 32751
Telephone: 800-433-1122
Facsimile: 407-647-0099
Attn.: Vickie Lewis

and

R. Steven Ruta, Esquire
Barrett, Chapman & Ruta
18 Wall Street
Orlando, Florida 32801
Telephone: 407-839-6227
Facsimile: 407-648-1190
Attn.: R. Steve Ruta, Esquire

II. Existing Property.

A. The subject property is located at 1160 Sandy Lane, Longwood, Florida 32779, Seminole County, Florida (the "Property"), at Sand Lake Road and Sandy Lane and is currently used as a family residence. The current owners of the Property are James K. and Julie J. Shea, who currently reside on the Property. The Property bears a Low Density Residential Future Land Use and is currently zoned A-1 Agriculture, which currently permits community residential homes (group homes and foster care facilities) housing six (6) or fewer permanent unrelated residents. The Property consists of a 4.6 acre parcel of land (338.63' x 644.58') containing three (3) residential dwellings and a horse stable: (i) a single family residence consisting of approximately 4,756 square feet; (ii) a single family residence consisting of approximately 2,448 square feet; (iii) a single family residence consisting of approximately 1,431 square feet; and (iv) a horse stable consisting of 5,080 square feet). The legal description of the property is as follows:

The South ½ of the Northwest ¼ of the Southeast ¼ of the Northeast ¼ of Section 7, Township 21 South, Range 29 East, Less the West 16.5 feet and the East 25 feet for rights-of-way, lying in Seminole County, Florida.

III. Explanation of Present Application.

La Amistad is a residential treatment facility provider which currently operates two (2) such facilities. The first facility is located in Maitland and comprises a forty-bed operation that treats children up to the age of 17. The second facility is an adult treatment facility, similar to the facility applicant's intends to operate on the Property, which is located in Winter Park and is currently zoned to house sixteen (16) residents. The applicant intends to use all three structures to house its onsite offices and to house its residents. The applicant seeks a special exception to allow up to twenty (20) residents to be housed among the three residential dwellings currently located on the Property. The facilities shall be approved and licensed by the State of Florida.

IV. Special Exception Criteria.

A. The existing permitted use (Section 30.122(t)) allows community residential homes (group homes and foster care facilities) housing six (6) fewer permanent unrelated residents. Section 30.124(3) allows a special exception for hospitals, sanitariums, and convalescent homes, veterinary clinics and assisted living facilities and group homes when such facilities and homes are approved and licensed by the State of Florida, provided that the location does not create an over-concentration of such facilities or substantially alter the nature and character of the area. There is no other facility in the area which provides the services applicant provides.

B. The Property will be used as a Level II Residential Treatment facility licensed by the State of Florida and will accept and counsel only those residents who voluntarily seek treatment. The majority of the residents are housed up to six (6) months. The facility will consist of a structured environment under 24-hour care by a staff of health care professionals. Approximately six (6) staff members will be employed. The facility provides education, therapy and counseling on a regular basis. All care provided to the residents are under the supervision of a licensed psychiatrist.

C. Modifications will be made to the interior portions of three residential dwellings to meet local, state and federal rules and regulations. The horse stable will be renovated to house applicant's offices. Parking will be located behind and in front of the stable area, and none of the residents will be allowed to keep their personal cars on the Property. Appropriate modifications will be made to driveways, parking and fire-lanes to conform to local, state and federal regulations. Traffic in and out of the property will be minimal. Deliveries will be made at a minimum which will include food and linen. The facility will display no signage pursuant to statutory regulation, and the applicant has no plans to change the aesthetic appearance of the Property. The pasture lands located on the Property will remain. Applicant plans to add horses for recreational use by residents.

D. The Property is available for inspection by Planning Division Staff.

NOTARIZED AUTHORIZATION OF OWNER

We, JAMES K. and JULIE J. SHEA, husband and wife, as the sole or joint fee simple title holders of the property located at 1160 Sandy Lane, Longwood, Florida 32779, and more specifically described as:

The South 1/4 of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 7, Township 21 South, Range 29 East, Less the West 16.5 feet and the East 25 feet for rights-of-way, lying in Seminole County, Florida.

do hereby authorize LA AMISTAD BEHAVIORAL SERVICES to act as my agent in seeking a special exception on the above-referenced property before the Seminole County Board of Adjustment. Our agent of record is hereby vested with authority to make any representations, agreements, or promises which are necessary or desirable in conjunction with the special exception process. Our agent of record is also authorized to accept or reject any conditions imposed by any reviewing board or entity.

Dated this ___ day of _____, 2004.

James K. Shea
James K. Shea, Owner

Julie J. Shea
Julie J. Shea, Owner

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 16th day of August, 2004 by James K. Shea and Julie J. Shea, who is personally known to me or who have produced _____ as identification.

Mariawella Peralta
Notary Public

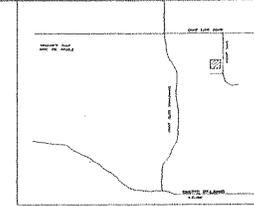




SITE PLAN

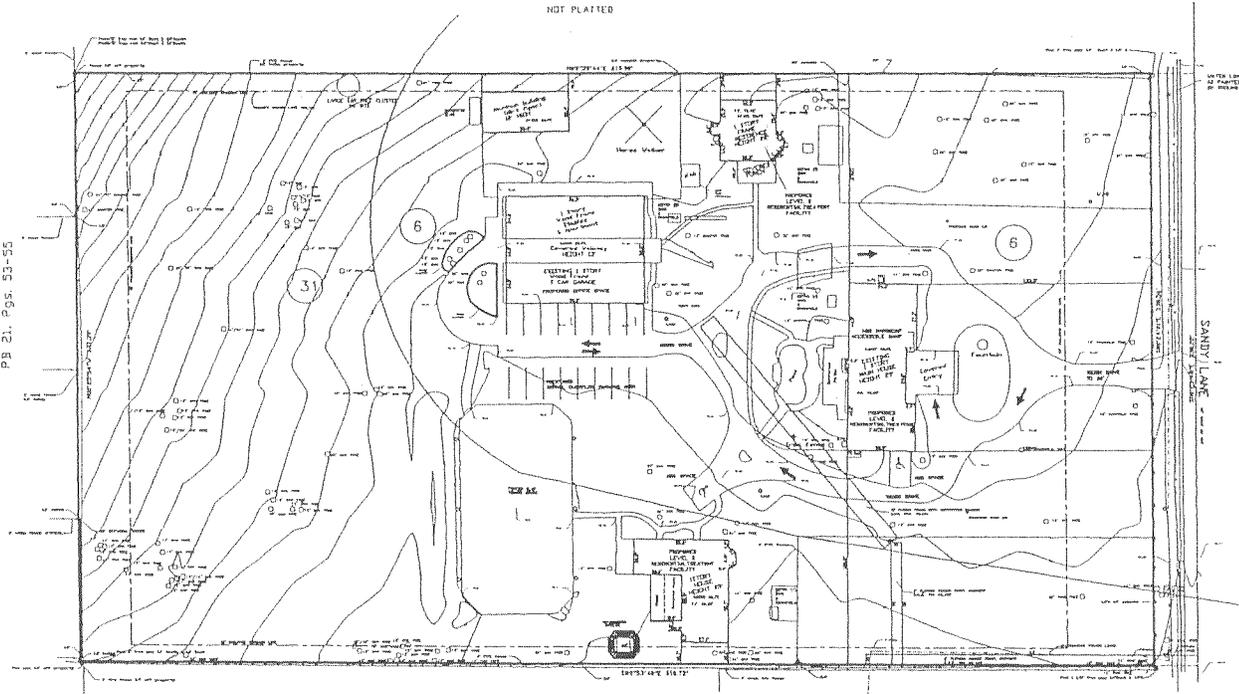
BOUNDARY AND ASBUILT SURVEY
FOR
LA AMISTAD RESIDENTIAL TREATMENT CENTER, INC.

LEGAL DESCRIPTION:
THE SOUTH 1/2 OF THE NW 1/4 OF THE SEC 24 OF THE NW 1/4 OF
SECTION 7, TOWNSHIP 23 SOUTH, RANGE 23 EAST, SEMINOLE COUNTY,
FLORIDA, LESS THE EAST 25 FEET FOR ROAD RIGHT OF WAY AND LESS
WEST 143 FEET THEREOF.



UNLESS OTHERWISE NOTED ALL AREAS
ARE IN ACRES
SECTION 21
BOUNDARY SURVEY LINES 10 FEET FROM 1/4 CORNER
1/4 CORNER
SECTION 21
RANGE 23 EAST
TOWNSHIP 23 SOUTH
SEMINOLE COUNTY, FLORIDA
LESS THE EAST 25 FEET FOR ROAD RIGHT OF WAY AND LESS
WEST 143 FEET THEREOF

FOXWOOD PHASE I
PB 21, PGS. 53-55



LINE TABLE		
LINE	BEARING	LENGTH
1	N 89° 15' 00" E	100.00
2	S 89° 15' 00" W	100.00
3	N 00° 00' 00" E	100.00
4	S 00° 00' 00" W	100.00
5	N 89° 15' 00" E	100.00
6	S 89° 15' 00" W	100.00
7	N 00° 00' 00" E	100.00
8	S 00° 00' 00" W	100.00
9	N 89° 15' 00" E	100.00
10	S 89° 15' 00" W	100.00
11	N 00° 00' 00" E	100.00
12	S 00° 00' 00" W	100.00

ALTAMONTE SURVEYING AND PLANNING, INC.

11111 N. W. 11th St., Suite 100, Altamonte Springs, FL 32714
 Phone: (407) 831-1111
 Fax: (407) 831-1112
 E-mail: info@altamonte-surveying.com
 Website: www.altamonte-surveying.com

NOTARIZED AUTHORIZATION OF OWNER

We, JAMES K. and JULIE J. SHEA, husband and wife, as the sole or joint fee simple title holders of the property located at 1160 Sandy Lane, Longwood, Florida 32779, and more specifically described as:

The South 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 7, Township 21 South, Range 29 East, Less the West 16.5 feet and the East 25 feet for rights-of-way, lying in Seminole County, Florida.

do hereby authorize LA AMISTAD BEHAVIORAL SERVICES to act as my agent in seeking a special exoception on the above-referenced property before the Seminole County Board of Adjustment. Our agent of record is hereby vested with authority to make any representations, agreements, or promises which are necessary or desirable in conjunction with the special exception process. Our agent of record is also authorized to accept or reject any conditions imposed by any reviewing board or entity.

Dated this _____ day of _____, 2004.

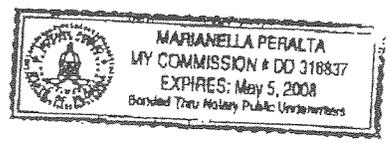

James K. Shea, Owner


Julie J. Shea, Owner

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 10th day of August, 2004 by James K. Shea and Julie J. Shea, who is personally known to me or who have produced _____ as identification.


Notary Public



Commercial Contract
FLORIDA ASSOCIATION OF REALTORS

1. PURCHASE AND SALE:

LaAmistad Residential Treatment Center, Inc., a Florida corporation ("Buyer"),
agrees to buy and

James K. Shea and Julie J. Shea, husband and wife ("Seller"),
agrees to sell the property described as: Street Address:
1160 Sandy Lane, Longwood, FL 32779 [Property Address]

Legal Description:
Sandy
Sh of NW 1/4 of the SE 1/4 of Sec. 7, T21S, R29E, situate within Seminole County, Florida,
less road right of way; Tax ID 07 21 29 300 014A 0000

and the following Personal Property:
All attachments and appliances on MLS Listing #4543020.
(all collectively referred to as the "Property") on the terms and conditions set forth below. The "Effective Date" of this Contract is the date on which the last of the Parties signs the latest offer. Time is of the essence in this Contract. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays and any time period ending on a Saturday, Sunday or national legal holiday will be extended until 5:00 p.m. of the next business day.

2. PURCHASE PRICE:	\$ <u>1,650,000.00</u>
(a) Deposit held in escrow by <u>Atkinson, Diner, Stone, Markuta & Ploucha, P.A.</u>	\$ <u>50,000.00</u>
(b) Additional deposit to be made within _____ days from Effective Date	\$ _____
(c) Total mortgages (as referenced in Paragraph 3)	\$ _____
(d) Other:	\$ _____
(e) Balance to close, subject to adjustments and prorations, to be made with cash, locally drawn certified or cashier's check or wire transfer.	\$ <u>1,600,000.00</u>

~~3. THIRD PARTY FINANCING: Within _____ days from Effective Date ("Application Period"), Buyer will, at Buyer's expense, apply for third party financing in the amount of \$ _____ or _____ % of the purchase price to be amortized over a period of _____ years and due in no less than _____ years and with a fixed interest rate not to exceed _____ % per year or variable interest rate not to exceed _____ % at origination with a lifetime cap not to exceed _____ % from initial rate, with additional terms as follows:
Buyer will pay for the mortgagee title insurance policy and for all loan expenses. Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. Buyer will notify Seller immediately upon obtaining financing or being rejected by a lender. If Buyer, after diligent effort, fails to obtain a written commitment within _____ days from Effective Date ("Financing Period"), Buyer may cancel the Contract by giving prompt notice to Seller and Buyer's deposit(s) will be returned to Buyer in accordance with Paragraph 8.~~

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 1 of 5 Pages.
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Software and Added Formatting Copyright 2000 Alta Star Software, Inc. All Rights Reserved. (305) 279-8898

95 95 SF

4. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by statutory warranty deed other warranty deed, free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and (list any other matters to which title will be subject) _____ provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as _____

(a) Evidence of Title: Seller will, at (check one) Seller's Buyer's expense and within 10 days from Effective Date prior to Closing Date from date Buyer meets or waives financing contingency in Paragraph 3, deliver to Buyer (check one)

- a title insurance commitment by a Florida licensed title insurer and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above.
- an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper written notice and Seller cures the defects within 30 days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt by Buyer of notice of such curing. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price. The party who pays for the evidence of title will also pay related title service fees including title and abstract charges and title examination.

(c) Survey: (check applicable provisions below)

- Seller will, within _____ days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction: _____ prepared for Seller or in Seller's possession, which show all currently existing structures.
- Buyer will, at Seller's Buyer's expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, Buyer will accept the Property with existing encroachments such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

(e) Possession: Seller will deliver possession and keys for all locks and alarms to Buyer at closing.

5. CLOSING DATE AND PROCEDURE: This transaction will be closed in Seminole County, Florida on or before the October 31, 2004 or within N/A days from Effective Date ("Closing Date"), unless otherwise extended herein. Seller Buyer will designate the closing agent. Buyer and Seller will, within N/A days from Effective Date, deliver to Escrow Agent signed instructions which provide for closing procedure. If an institutional lender is providing purchase funds, lender requirements as to place, time of day, and closing procedure will control over any contrary provisions in this Contract.

(a) Costs: Buyer will pay taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. Seller will pay taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

(b) Documents: Seller will provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent roll, tenant and lender estoppel letters, assignments of permits and licenses, corrective instruments and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller will certify that information regarding the tenant's lease is correct. If Seller is a corporation, Seller will deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth facts showing the conveyance conforms with the requirements of local law. Seller will transfer security deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements and financing statements.

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 5 Pages.
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(c) **Taxes, Assessments, and Prorations:** The following items will be made current and prorated as of Closing Date as of _____; real estate taxes, bond and assessment payments assumed by Buyer, interest, rents, association dues, insurance premiums acceptable to Buyer, operational expenses and _____. If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Seller is aware of the following assessments affecting or potentially affecting the Property:

Buyer will be responsible for all assessments of any kind which become due and owing on or after Effective Date, unless the improvement is substantially completed as of Closing Date, in which case Seller will be obligated to pay the entire assessment.

(d) **FIRPTA Tax Withholding:** The Foreign Investment in Real Property Act ("FIRPTA") requires Buyer to withhold at closing a portion of the purchase proceeds for remission to the Internal Revenue Service ("I.R.S.") if Seller is a "foreign person" as defined by the Internal Revenue Code. The parties agree to comply with the provisions of FIRPTA and to provide, at or prior to closing, appropriate documentation to establish any applicable exemption from the withholding requirement. If withholding is required and Buyer does not have cash sufficient at closing to meet the withholding requirement, Seller will provide the necessary funds and Buyer will provide proof to Seller that such funds were properly remitted to the I.R.S.

6. **ESCROW:** Buyer and Seller authorize Atkinson Diner, Stone, Mankuta & Floucha, P.A.

Telephone: 954-925-5501 Facsimile: 954-920-2711

Address: 1946 Tyler Street, Hollywood, Florida 33020-4517

_____ to act as "Escrow Agent" to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Contract. Escrow Agent will deposit all funds received in a non-interest bearing escrow account an interest bearing escrow account with interest accruing to _____ with interest disbursed (check one) at closing

at _____ intervals. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon notifying the parties of such action, Escrow Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If a licensed real estate broker, Escrow Agent will comply with applicable provisions of Chapter 475, Florida Statutes. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or interpleads the subject matter of the escrow, Escrow Agent will recover reasonable attorneys' fees and costs at all levels, with such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor of the prevailing party. The parties agree that Escrow Agent will not be liable to any person for misdelivery to Buyer or Seller of escrowed items, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.

7. **PROPERTY CONDITION:** Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. By accepting the Property "as is," Buyer waives all claims against Seller for any defects in the property. (Check (a) or (b))

(a) ~~As Is:~~ Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

(b) **Due Diligence Period:** Buyer will, at Buyer's expense and within see Addendum days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's intended use and development of the Property as specified in Paragraph 4. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems appropriate to determine the suitability of the Property for Buyer's intended use and development. Buyer shall deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement shall constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. Buyer shall indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer shall repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) Buyer shall, at Buyer's expense, release to Seller all reports and other work generated as a result of the Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's deposit shall be immediately returned to Buyer and the Contract terminated.

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 3 of 5 Pages.

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(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

(d) Disclosures:

- 1. Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- 2. Energy Efficiency: Buyer may have determined the energy efficiency rating of the building, if any is located on the Real Property.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted only with Buyer's consent without Buyer's consent.

9. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in accordance with applicable Florida laws and regulations.

10. DEFAULT:

- (a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek specific performance. If Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the brokerage fee. /shall
- (b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may ~~retain~~ retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate ~~as (2) seek specific performance~~. If Seller retains the deposit, Seller will pay the Listing and Cooperating Brokers named in Paragraph 12 fifty percent of all forfeited deposits retained by Seller (to be split equally among the Brokers) up to the full amount of the brokerage fee.

11. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees, costs and expenses.

12. BROKERS: Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Listing Broker: Coldwell Banker (Susan Burton)
who is an agent of _____
 a transaction broker a nonrepresentative and who will be compensated by Seller Buyer both parties pursuant to a listing agreement other (specify): _____

(b) Cooperating Broker: Watson Realty (Dawning Irwin Team)
who is an agent of _____
 a transaction broker a nonrepresentative and who will be compensated by Buyer Seller both parties pursuant to an MLS or other offer of compensation to a cooperating broker other (specify) _____

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of Buyer or Seller, which duty is beyond the scope of services regulated by Chapter 475, F.S., as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends or retains for or on behalf of Buyer or Seller.

13. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise is not assignable is assignable. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).

Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 4 of 5 Pages.
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Handwritten initials: JS JS SF

14. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

- Arbitration
- Section 1031 Exchange
- Property Inspection and Repair
- Seller Representations
- Seller Warranty
- Coastal Construction Control Line
- Flood Area Hazard Zone
- Seller Financing
- Existing Mortgage
- Other Addendum to C.C.
- Other _____
- Other _____

15. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records. Delivery of any written notice to any party's agent will be deemed delivery to that party.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER SPECIALIZED ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

DEPOSIT RECEIPT: Deposit of \$50,000.00 by check other _____ received on _____ by _____

Signature of Escrow Agent Atkinson, Diner, Stone, Mankata & Floucha, P.A.

OFFER: Buyer offers to purchase the Property on the above terms and conditions. Unless acceptance is signed by Seller and a signed copy delivered to Buyer or Buyer's agent no later than _____ a.m. p.m. on _____ Buyer may revoke this offer and receive a refund of all deposits.

Assisted Residential Treatment Center, Inc., a Florida corporation

Date: 7/20/04 BUYER: [Signature] Tax ID No: _____ Title: _____ Telephone: _____ Facsimile: _____ Address: _____

Date: _____ BUYER: _____ Tax ID No: _____ Title: _____ Telephone: _____ Facsimile: _____ Address: _____

ACCEPTANCE: Seller accepts Buyer's offer and agrees to sell the Property on the above terms and conditions (subject to the attached counter offer).

Date: Jul 28, 04 SELLER: [Signature] Tax ID No: _____ Title: James K. Shea Telephone: _____ Facsimile: _____ Address: _____

Date: 7-28-04 SELLER: [Signature] Tax ID No: _____ Title: Julie J. Shea Telephone: _____ Facsimile: _____ Address: _____

Buyer ([Signature]) and Seller ([Signature]) acknowledge receipt of a copy of this page, which is Page 5 of 5 Pages. The Florida Association of Realtors makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with restrictive riders or addenda. This form is available for use by the entire real estate industry and is not intended to identify the user as a Realtor. Realtor is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS and who subscribe to its Code of Ethics. The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms. CC-2 © 1997 Florida Association of Realtors. Licensed to Alta Star Software. User Reg#: S1443503A. Software and Added Formatting Copyright 2000 Alta Star Software, Inc. All Rights Reserved. (305) 279-8838



[Handwritten initials]

ADDENDUM TO COMMERCIAL CONTRACT

This is an addendum to the Commercial Contract ("Contract") between JAMES J. SHEA and JULIE J. SHEA (collectively, "Seller") and LA AMISTAD RESIDENTIAL TREATMENT CENTER, INC., a Florida corporation ("Buyer"), for purchase of that certain real property located at 1160 Shady Lane, Longwood, FL 32779, as more particularly described in the Contract.

1. The terms used in this addendum shall have the same meaning as given in the Contract unless otherwise changed or altered herein. In all respects, where not in conflict herewith, the provisions of the Contract shall remain in full force and effect.

2. The Due Diligence period set forth in paragraph 7(b) of the Contract shall expire at 5:00 p.m. on September 30, 2004. Unless Seller receives a written communication from Buyer on or before September 30, 2004, indicating that Buyer has elected not to proceed with the purchase of the Property, then Buyer shall be deemed to have chosen to move forward with its purchase of the Property, satisfied that all contingencies have been met or waived and the total escrow deposit of \$50,000.00 shall become non-refundable for any reason other than Seller's breach or Seller's inability to deliver marketable title after diligent effort. If Seller receives such written communication on or before September 30, 2004, then the Contract shall be canceled and the escrow deposit shall be promptly returned to Buyer and the parties shall have no further duties to one another or to their respective real estate brokers.

3. The Seller shall be allowed to retain the dining room chandelier and matching wall sconces and the bird wall sconces by procuring and installing replacement fixtures.

4. The lights at the tennis court are to be sold in "as-is" condition, "with all faults" and the Seller shall not be required to replace any light bulbs. Additionally, the barn is to be sold in "as-is" condition and "with all faults". Within ten (10) days from the Effective Date, Seller shall deliver to Buyer a written statement of all defects of the tennis court lights and barn, which are known to Seller.

5. The parties acknowledge that there exists a roof leak in the main residence which said leak the Seller is in the process of having repaired. However, the Seller will not have the roof replaced. Seller will obtain from the roofing contractor an assignable warranty for the roof repairs and at the time of closing shall assign said warranty and deliver same to the Buyer.

6. To induce Buyer to enter into this Contract, Seller makes the following representations and warranties, all of which are true as of the Effective Date and which representations and warranties shall survive closing:

- a. Seller has received no notice of nor has Seller any knowledge or information as to any existing or threatened condemnation or other legal action of any kind involving the Property.

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- b. Seller has not contracted and will not contract for any services nor made or make any commitments or obligations which will bind Buyer with respect to the Property after closing.
- c. Seller shall make no material changes to the Property and shall maintain the Property in the same manner as prior to the Effective Date pursuant to Seller's normal course of business, subject to reasonable wear and tear.
- d. No attachments, execution proceedings, petitions in bankruptcy or any other insolvency proceedings or reorganization or appointment of a receiver or trustee, assignment for the benefit of creditors or petitions for arrangement are pending or threatened against Seller nor are there any such proceedings contemplated by Seller.
- e. Seller warrants that the Property is in compliance with all applicable laws, ordinances, rules, regulations, and other requirements ("Laws"). Seller has received no notice that the Property is in violation of any Laws and Seller will comply with all such Laws.
- f. From the Effective Date to the date of closing, Seller will (i) permit no waste of the Property and (ii) promptly comply with all notices of violations of Laws of governmental authorities having jurisdiction of the Property or the use thereof.
- g. Seller has full power and authority to enter into this Contract and to assume and perform all of its obligations hereunder.
- h. No toxic substances or hazardous waste, as defined by federal, state or local law, have been used, treated, disposed of or stored in, on or under the Property.
- i. The Seller is not a party to any contract with any person, firm, corporation or other entity that has any right or option to acquire the Property or any portion thereof.
- j. There are no judicial or administrative proceedings of any type which have been instituted or which are pending or threatened against the Property or Seller.

It shall be a condition to Buyer's obligation to purchase the Property that these representations and warranties shall be true and correct as of closing and Seller shall reaffirm and restate the foregoing representations and warranties in writing at the time of closing.

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7. In the event of the institution against the Seller of any proceedings, judicial, administrative, or otherwise relating to the taking, or to the proposed taking of any portion of the Property by eminent domain, condemnation or otherwise or in the event of any such taking by eminent domain, condemnation or otherwise, of any portion of the Property which materially impairs the Purchaser's use of the Property, prior to the Closing Date, then Seller shall give notice to the Buyer and Buyer shall have the option in its sole and absolute discretion of either (i) terminating this Contract and obtaining a full refund of its Deposit, or (ii) closing in accordance with the terms of this Contract, but at closing the Seller shall assign to the Buyer all of its right, title and interest in and to any awards that have been made or may be made with respect to such eminent domain proceeding or condemnation insofar as they pertain to the Property. Such election must be made by the Buyer within fifteen (15) days of such notice by Seller. If Buyer fails to make an election, it shall be deemed to have elected alternative (ii) above.

8. Seller assumes all risk and liability, damage to or injury occurring to the Property by fire, storm, accident or any other casualty or cause until the Closing Date. If the Property or any part thereof suffers any damages prior to the Closing Date from fire or other casualty, Buyer may either:

- (a) Terminate this Contract whereupon the Deposit shall be refunded to Buyer in which event the parties shall have no further rights or obligations hereunder except with respect to those matters specifically surviving termination or closing; or
- (b) Without repairing such damage, consummate the closing in which event the proceeds of any insurance covering such damage shall be assigned by Seller to Buyer at closing.

In the event that the Property or any part thereof suffers any damages prior to the Closing Date from fire or other casualty not exceeding ten (10%) percent of the Purchase Price, then the assignment of insurance proceeds contained in this Paragraph 5(b) would be the only remedy available to Buyer.

9. Any notice, request, demand, instruction or other communication required or which may be given to any Party hereunder ("Notice"), shall be in writing and shall be sent by a nationally recognized overnight delivery service or local same-day courier or by facsimile (provided that the sender retains a confirmation copy of the facsimile reflecting the date and time of the transmittal) as follows:

If to Seller: Mr. and Mrs. James K. Shea
 1160 Shady Lane
 Longwood, FL 32779
 Phone: 407-788-7274
 Facsimile: 407-682-6269

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If to Buyer: Jay Homung
 Universal Health Services, Inc.
 367 South Gulph Road
 P.O. Box 61558
 King of Prussia, PA 19406
 Phone: 610-768-3344
 Facsimile: 610-992-4560

With a copy to: Atkinson, Diner, Stone, Mankuta
 & Ploucha, P.A.
 Attn: Adele I. Stone, Esquire
 1946 Tyler Street
 Hollywood, Florida 33020-4517
 Phone: 954-925-5501
 Facsimile: 954-920-2711

If to Escrow Agent: Atkinson, Diner, Stone, Mankuta
 & Ploucha, P.A.
 Attn: Adele I. Stone, Esquire
 1946 Tyler Street
 Hollywood, Florida 33020-4517
 Phone: 954-925-5501
 Facsimile: 954-920-2711

Notice shall be deemed given if sent by a nationally recognized overnight courier for next business day delivery and in the case of same day courier, upon the addressee's receipt. In the case of facsimile, Notice shall be deemed given as of the date and time stamped on the confirmation copy of the facsimile retained by the sender.

10. Escrow Agent shall hold the Deposits subject to the terms of this Contract and the terms of the General Conditions of Escrow attached hereto as Exhibit "A".

11. At the time of Closing, Seller shall deliver the following documents to Buyer in form reasonably acceptable to Buyer's legal counsel:

- a. Florida form of statutory warranty deed containing all customary covenants conveying to the Buyer good marketable insurable fee simple title to the Property.
- b. An owner's affidavit in customary form to permit the title company to delete the parties in possession and construction lien exceptions from the title policy and to insure the gap set forth in the title commitment.

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- c. An affidavit in usual form establishing Seller's exemption from the withholding requirements under the Foreign Investment and Real Property Tax Act.
- d. A bill of sale absolute containing all customary covenants conveying to Buyer good marketable title to any personal property to be transferred.
- e. Such other documents as may be reasonably requested by Buyer's legal counsel to effectuate the terms of this Contract.

12. The Contract, together with this Addendum (which together may be referred to as the "Agreement") constitutes the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior understandings or agreements, if any, either oral or written, between and among Buyer, Seller, and Broker.

13. This Addendum and the Contract have been prepared jointly between Buyer and Seller and any rule of construction to the effect that an ambiguity is to be construed against the drafting party shall not be employed in the interpretation of this Contract or the Addendum.

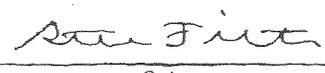
14. This Addendum and the Contract may be executed in counterparts and an executed facsimile copy of this Addendum shall have the same force and effect as if same had the original signatures of the parties hereto affixed thereto.

SELLER:

BUYER:

La Amistad Residential Treatment Center,
Inc., a Florida corporation,


James J. Shea

By: 

Name: Steve Filkins

Title: _____


Julie J. Shea

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EXHIBIT "A"

GENERAL CONDITIONS OF ESCROW

Except as specifically modified by written instruction executed by all parties and accepted by Escrow Agent, these General Conditions of Escrow shall apply to this escrow, and the property or funds received hereunder.

1. Escrow Agent: Atkinson, Diner, Stone, Mankuta & Ploucha, P.A., is herein referred to as Escrow Agent.
2. Deposits: All checks, money orders or drafts will be processed for collection in the normal course of business. Escrow Agent may commingle funds received by it in escrow with escrow funds of others, and may, without limitation, deposit such funds in its custodial or escrow accounts with any reputable trust company, bank, savings bank, savings association, or other financial services entity, including any affiliate of Escrow Agent. It is understood that Escrow Agent shall be under no obligation to invest the funds deposited with it on behalf of any depositor, nor shall it be accountable for any earnings or incidental benefit attributable to the funds which may be received by Escrow Agent while it holds such funds.
3. Limitations of Liability: Without limitation, Escrow Agent shall not be liable for any loss or damage resulting from the following:
 - a. The financial status or insolvency of any other party, or any misrepresentation made by any other party.
 - b. Any legal effect, insufficiency, or undesirability of any instrument deposited with or delivered by or to Escrow Agent or exchanged by the parties hereunder.
 - c. The default, error, action or omission of any other party to the escrow.
 - d. Any loss or impairment of funds that have been deposited in escrow while those funds are in the course of collection or while those funds are on deposit in a financial institution if such loss or impairment results from the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument delivered to the Escrow Agent.
 - e. Escrow Agent's compliance with any legal process, subpoena, writ, order, judgment or decree of any court, whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.

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4. Upon completion of the disbursement of the funds and delivery of instruments, if any, Escrow Agent shall be automatically released and discharged of its escrow obligations hereunder.
5. These conditions of escrow shall apply to and be for the benefit of agents of the Escrow Agent employed by it for services in connection with this escrow, as well as for the benefit of Escrow Agent.
6. Attorneys' Fees: In the event that litigation is initiated relating to this escrow, the parties hereto agree that Escrow Agent shall be held harmless from any attorneys' fees, court costs and expenses relating to that litigation to the extent that litigation does not arise as a result of the Escrow Agent's gross negligence. In the event that conflicting demands are made on Escrow Agent, or Escrow Agent, in good faith, believes that any demands with regard to the funds or documents are in conflict or are unclear or ambiguous, Escrow Agent may bring an interpleader action in an appropriate court. Escrow Agent may lay claim to or against the funds for its reasonable costs and attorneys' fees in connection with same, or in connection with any other litigation brought by any party in which Escrow Agent has been named a party, through final appellate review. To that end, the parties hereto, other than Escrow Agent agree to indemnify Escrow Agent from all such attorneys' fees, court costs and expenses.
7. Atkinson, Diner, Stone, Markuta & Ploucha, P.A. shall have the right to continue to represent the Buyer in any matter or litigation arising out of this Escrow Agreement or the underlying transaction, notwithstanding its role as Escrow Agent herein or its position as a party in any interpleader proceedings or other proceeding seeking an adjudication of the disposition of the funds or instruments being escrowed herein.

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ATTENTION HOME OWNERS!

Do you want a 20 BED GROUP HOME TREATMENT CENTER for psychiatric and substance abuse patients located near your neighborhood?

Seminole County has been petitioned for a REZONING of the property at 1160 Sandy Lane Road .

This is adjacent to the Foxwood Subdivision and is on the same road as the new sub-division Sandy Lane Reserve Custom Estates & Across from Forest Park Estates and Terra Oaks. Also located near Pace Brantley Hall School.

Haven't our property values been compromised enough by the terrible Hurricane Season!

There will be a Public hearing to be held in the Seminole County Service Building (Board Chambers in Room 1028). PH. # (407) 665 - 7444

Date : Monday September 27,2004

Time : 6:00PM

Directions : Take I-4 to the Seminole Town Mall Exit. Make a right onto St RD 46 which will turn into 1ST street. There is construction Going on so you will take this to 1792 and Make a right. Once on 1792 you will make a quick left on to 2nd street. Take this to San Carlos ave. and make a left and the building is on the right it is the old Hospital building.

September 21, 2004
1151 Sandy Lane
Longwood, FL 32779

To Whom it may Concern:

I, Toni Calvino, strongly object to La Amistad opening a Psychiatric Facility or Behavioral Health Center at 1160 Sandy Lane, Longwood. This is a residential neighborhood with many children walking to school. The Bus does not pick up the children from parts of Foxwood that go to Wekiva Elementary. We as residents here would not feel safe for ourselves or for our children. The Sherriff's office is not able to insure our safety if this type of facility should exist in our midst. There are other places in the county more appropriate. Not here in our residential neighborhood, with so many schools and children in the vicinity.

Such a facility would also reduce our property values and make our properties very difficult to sell. This is not fair for us who have kept up our homes and families over all the years and have built up a decent, safe, and beautiful neighborhood from the woods that once existed here.

I, and everyone else I have talked to, are not in favor of a psychiatric facility in our neighborhood.

Sincerely,


Toni Calvino

RECEIVED

Sept. 24, '04

Dear Sir:

We strongly oppose the opening of a Behavioral Health or Psychiatric Center at 1160 Sandy Lane. This would reduce our property values and jeopardize the safety and security of the community and the many children that walk to the schools in the area.

Sincerely,

John J. Mameletzi

*100 Hollow Branch Rd.
Apopka, Fla. 32703*

I am strongly against this facility organizing in this neighborhood and will do what it takes to stop this from happening.

[Signature]

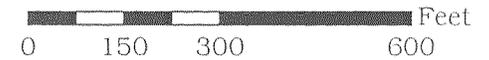
RECEIVED

**James & Julie Shea
1160 Sandy Lane**



Parcel: 072129300014A0000 / District: 3

**BS2004-025
September, 2004**



SEMINOLE COUNTY APPROVAL DEVELOPMENT ORDER

On September 27, 2004, Seminole County issued this Development Order relating to and touching and concerning the following described property:

LEG SEC 07 TWP 21S RGE 29E S 1/2 OF NW 1/4 OF SE 1/4 OF NE 1/4 (LESS RDS)

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

FINDINGS OF FACT

Property Owner: JAMES K. & JULIE J. SHEA
1160 SANDY LANE
LONGWOOD, FL 32779

Project Name: SANDY LANE (1160)

Requested Development Approval:

SPECIAL EXCEPTION TO ESTABLISH A GROUP HOME FACILITY IN THE A-1 (AGRICULTURE DISTRICT) AT 1160 SANDY LANE, AS DEPICTED ON THE ATTACHED SITE PLAN.

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.

Prepared by: Francisco Torregrosa
1101 East First Street
Sanford, Florida 32771

Order**NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:**

(1) The aforementioned application for development approval is **GRANTED**.

(2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

1. NO MORE THAN TWENTY (20) RESIDENTS UNDERGOING TREATMENT SHALL BE ALLOWED AT ANY ONE TIME;
2. ONLY STAFF MEMBERS SHALL ACCESS THE PROPERTY VIA PRIVATE VEHICLES. RESIDENTS UNDER TREATMENT SHALL BE BUSED IN AND OUT OF THE FACILITY;
3. NO MORE THAN SIX (6) STAFF MEMBERS SHALL BE EMPLOYED FOR ANY GIVEN SHIFT; AND
4. THE OUTDOOR AMPLIFICATION OF SOUND SHALL BE PROHIBITED.

(4) This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

By: _____
Matthew West
Planning Manager

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ who is personally known to me or who has produced _____ as identification and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2004.

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:

OWNER'S CONSENT AND COVENANT

COMES NOW, the owners, JAMES K. SHEA & JULIE J. SHEA, on behalf of themselves and their heirs, successors, assigns or transferees of any nature whatsoever and consent to, agree with and covenant to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

Witness

James K. Shea, Owner

Witness

Julie J. Shea, Owner

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Insert Name who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2004.

Notary Public, in and for the County and State
Aforementioned

My Commission Expires: