

BOARD OF COUNTY COMMISSIONERS

Agenda Request

Date of Meeting: January 19, 2010

Date Submitted: January 5, 2010

To: Honorable Chairman and Members of the Board

From: Johnny Williams, County Manager
Clyde Collins, Director
Community Development Administration

Subject: Approval of Signatures for Special Assessment Lien- Impact Fee Proviso (**IFP**) & State Housing Initiative Partnership (**SHIP**) Programs



Statement of Issue:

This agenda item seeks the Board of County Commissioners' approval and signatures for the Special Assessment Lien that were agreed upon by the homeowner, contractor and Community Development Administration's **IFP** & **SHIP** Housing Rehabilitation Program for the rehabilitation of her home.

Background:

In order to protect the interest of the County, the state requires that a lien be placed on the homes that are going to be rehabilitated with **IFP** & **SHIP** funds. The special assessment lien was signed and needs to be recorded once the homeowners have been awarded the Deferred Payment Loan to rehabilitate their home. The loan is funded by the Impact Fee Proviso (**IFP**) & State Housing Initiative Partnership (**SHIP**) Program through the State of Florida and does not require repayment. Repayment of the loan, when required, is based upon the prorated principal balance for the term of the loan that has not expired. The Owner and the Gadsden County Community Development Administration's Housing Rehabilitation Program has agreed that the owner shall remain in the house for a full five-year period at no annual rate of interest and once the five-year period is completed that the lien would be forgiven and satisfied. The homeowners are required to pay the fees to have the lien recorded at the Gadsden County Clerk of Court's office and the Gadsden County Community Development Administration office will furnish them a copy of the recorded document and keep the original for our files.

Analysis:

As agreed upon by the Owner and the Gadsden County Community Development Administration's **IFP & SHIP** Housing Rehabilitation Program the owner shall remain in the house for a full five-year period, after the lien have expired it will be forgiven and satisfied..

Fiscal Impact:

NONE

Options:

1. Approve and sign the homeowner's lien that is being or have been served by the **IFP & SHIP** Housing Rehabilitation program.
2. Disapprove and not sign the homeowner's lien that is being served or have been served by the **IFP & SHIP** Housing Rehabilitation program.
3. Board directions.

County Administrator Recommendation:

Option 1: Approve and sign the homeowner's lien that is being served or have been served by the **IFP & SHIP** Housing Rehabilitation program.

Attachments:

1. Lien -SEE ATTACHMENTS
 - A. Mary Dixon
218 Parker-Knight Road
Midway, Florida 32343

**GADSDEN COUNTY
REHABILITATION AGREEMENT AND
SPECIAL ASSESSMENT LIEN**

THIS AGREEMENT, MADE THIS 7TH day of JANUARY, 2010, by and between MARY DIXON whose address is 218 PARKER-KNIGHT ROAD MIDWAY, FLORIDA 32343 hereinafter referred to as "Owner-Occupant" and Gadsden County through its Housing Rehabilitation Program, hereinafter referred to as "Housing Rehabilitation Program", Relates to the real property lying in Gadsden County, Florida described as follows:

**PARCEL IDENTIFICATION NUMBER: 4-16-1N-2W-0000-00243-0300
OR 599 P 1592 (LESS & EXCEPT WILLIAMS RD) COMMENCE 660 FT. N. OF SWC OF SE1/4
OF NW1/4 RUN E. 330 FT. TO BEGIN, E. 330 FT., S. 264 FT., W. 330 FT., N. 264 FT. TO
P.O.B. OR 126 P 586 SECTION 16-1N-2W. LESS PART PER OR 396 P 1585. LESS PART
PER OR 599 P 1592**

WITNESSETH:

WHEREAS, The Owner-Occupant proposes to finance the cost of the rehabilitation work on the above described property from the proceeds of a Deferred Payment Loan made, or to be made, available to Owner-Occupant by the Housing Rehabilitation Program. Pursuant to all applicable regulations; of Gadsden County State Housing Initiatives Partnership (SHIP) & Impact Fee Proviso (IFP) Program through the State of Florida; and

WHEREAS, the applicant for a Deferred Payment Loan must be the Owner-Occupant of the structure or must be the Purchaser-Occupant under a validly executed and binding land sales contract for the above described real property; and

WHEREAS, as long as at least one of the Owner-Occupants who was awarded the Deferred Payment Loan under the Housing rehabilitation Program remains the Owner-Occupant in the five (5) year period from the date hereof, the Deferred Payment Loan does not require repayment.

NOW, THEREFORE, In consideration of the covenants and conditions contained herein and other good and valuable consideration, it is agreed as follows:

1. The principal amount of the Deferred Payment Loan shall not exceed **THIRTY EIGHT THOUSAND FOUR HUNDRED NINETY DOLLARS & 00/100 (\$38,490.00)** and shall be based upon the final approved, construction contract price (less other funds supplied by the Owner Occupant, if any.)

2. The term of the Deferred Payment Loan for rehabilitating the above described shall be five (5) years from the date hereof, at zero percent (0%) annual rate of interest.

3. The Deferred Payment Loan principal amount shall be forgiven in an equal amount each month during the Owner-Occupant's ownership and occupancy of the property for the five (5) year term of the Loan. (Twenty percent (20%) of the principal is forgiven each year.) Repayment of the Loan, when required, shall be based upon the prorated principal balance for the unexpired term of the Loan.

4. The amount of the Loan as herein provided shall be a special assessment against the property as described herein, and this Agreement, shall constitute a LIEN ON SAID PROPERTY. Said lien shall be satisfied after the Owner-Occupant has completed the full five (5) year term of this Agreement, or paid to Gadsden County the balance of the Deferred Payment Loan that may become due to the County as a result of the Owner-Occupant's default of the terms of the Agreement.

**GADSDEN COUNTY
REHABILITATION AGREEMENT AND
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5. The Owner-Occupant agrees to the following terms in the event of transfer of ownership, loss of residence at subject property, or death of the Owner-Occupant within five (5) years from the date hereof:

Loss of ownership by sale, transfer or death, or non-occupancy by the Owner-Occupant, shall constitute a default and will cause the Deferred Payment Loan to become due and payable in a lump sum. However, the County Commission may allow repayment on an annual basis in accordance with the provisions of Paragraph 6 as hereinafter set forth.

It is further provided that, upon the death of the Owner-Occupant, the five (5) year term of this Agreement may be continued and the requirements as herein established may be assumed by the Owner-Occupant's spouse and/or minor lineal descendants. "Minor" is defined as being under eighteen (18) years of age or being under twenty-two (22) years of age if a full-time student. **In order to assume this Agreement.** The spouse, must be residing in the home as described herein at the time of the Owner-Occupant's death, and the minor lineal descendants must move in the house, and make it their permanent residence, or already be residing in the house, upon the death of the Owner-Occupant and continue to reside there for the entire time this Agreement is in effect. In addition, the spouse and minor lineal descendants must acquire ownership of the property, and must continue Owner-Occupancy status for the remainder of the term of this Agreement. Otherwise, all requirements of this lien shall remain in full force and effect, including the provisions for a default at any time. **For purposes of this provision, the term "minor lineal descendants" shall include any grandchildren of the Owner-Occupant; and such grandchildren shall be entitled to continue this Agreement as long as they meet the age and residency requirements herein, and comply with all other provisions herein.**

6. Upon default, the special assessment levied hereby shall be payable in full to Gadsden County within thirty (30) days after such default occurs; provided, however, that the governing authority, the Gadsden Board of County Commissioners may, by resolution, provide for the payment of any lien in not more than ten (10) equal annual installments from the date of said resolution with interest thereon not exceeding six (6%) per annum, on the unpaid balance. Nevertheless, the Owner-Occupant of the property may pay the full amount of principal then remaining unpaid, plus accrued interest only, at any time. All unpaid sums, penalties and interest shall be and remain a lien on the above described real property in favor of Gadsden County and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of this Agreement. **This special assessment lien will not be subordinated to any other mortgage insured by HUD/FHA under Title II of the National Housing Act of 1934 or its successors, except the original. If default occurs prior to expiration of this lien all remaining funds of the DPL shall become due and payable, this includes refinancing.**

If said lien shall be in default for a period of thirty (30) days, the Gadsden County may enforce the same by a suit in equity according to the provisions of the Florida Statutes or other applicable law, and the Owner shall be responsible for all cost incurred in such proceedings, including a reasonable attorney's fee.

7. Failure of the Housing Rehabilitation Program to exercise such default options shall not constitute a waiver of such options on any subsequent occasions.

8. The Owner-Occupant agrees to maintain a hazard insurance policy on the property for the full replacement value of the rehabilitated unit. Said property insurance shall be maintained during the entire five (5) year period which this lien is in effect, and shall list Gadsden County as a mortgagee in the loss-payment provisions thereof as its interest may appear.

9. If at time it is determined by Gadsden County that the Owner-Occupant qualified for and received Housing Rehabilitation funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the Deferred Payment Loan shall immediately become due and payable to Gadsden County by Owner-Occupant.

10. In the event it is determined by Gadsden County that the Owner-Occupant ceases to qualify for a Deferred Payment Loan of the Housing Rehabilitation Program at any time, this Agreement shall terminate immediately upon the Owner-Occupant being notified that Owner-Occupant does not qualify to receive the Deferred Payment Loan and shall constitute a default pursuant to paragraph 6.

**GADSDEN COUNTY
REHABILITATION AGREEMENT AND
SPECIAL ASSESSMENT LIEN**

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

Tuneckia Knowles-Hedges
Witness
Tuneckia Knowles-Hedges
Witness

Mary Dixon
Owner-Occupant, **Mary Dixon**

Witness

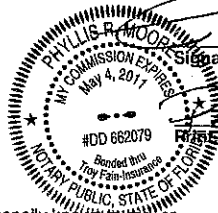
Owner-Occupant,

Witness

**STATE OF FLORIDA
County of Gadsden**

Sworn to and subscribed before me, the undersigned authority, this 7TH of JANUARY, 2010, personally appeared MARY DIXON of 218 PARKER KNIGHT ROAD MIDWAY, FLORIDA 32343 who acknowledged before me that he/she freely and voluntary executed this agreement for the purpose therein expressed.

Phyllis R Moore
Signature of Notary Public-State of Florida
Phyllis R Moore
Type or Stamp Name of Notary Public



Personally known to me, or
 Produced Identification: VALID FLORIDA DRIVER'S LICENSE
Type of identification

This instrument prepared by: Phyllis R Moore P. O. Box 1799, Quincy, FL 32353

Attest: GADSDEN BOARD OF COUNTY COMMISSIONER
By:

CLERK OF THE CIRCUIT COURT CHAIRMAN, BOARD OF COUNTY COMMISSIONER