

# Board of County Commissioners

## Agenda Request

**Date of Meeting:** March 19, 2024

**Date Submitted:** February 28, 2024

**To:** Honorable Chairman and Members of the Board

**From:** Edward J. Dixon, County Administrator  
Sonya D. Burns, SHIP Housing Coordinator

**Subject:** Approval of Signatures for Special Assessment Liens - State Housing Initiative Partnership Program (SHIP)

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### **Statement of Issue:**

This agenda item seeks Board approval and signatures for the Special Assessment Lien and Rehabilitation Contract that was agreed upon by the Homeowner, Contractor and Community Development Administration's SHIP Housing Programs.

### **Background:**

To protect the interest of the County, the State requires that a lien and contract be placed on the homes that are going to be rehabilitated with SHIP/ER funds or assisted with the purchase of a home. 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 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 Owners and the Gadsden County Community Development Administration's Housing Rehabilitation Program have agreed that the owners shall remain in the house a full five-year period at no annual rate of interest and once the five-year period is completed the lien would be forgiven and satisfied. The homeowners are required to pay fees to have the lien recorded at the Gadsden County Clerk or 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 Administrations SHIP/ER Rehabilitation Programs the owner (**See Exhibit A**) shall remain in the house for a full

five-year, two-year, seven-year or ten-year period, after the lien has expired it will be forgiven and satisfied. The Rehab Contract is the agreement that has been made between the contractor and homeowner.

**Fiscal Impact:**

None.

**Options:**

1. Approve and sign the homeowner's lien and contract that is being or has been served by the SHIP housing programs and all related documents.
2. Do not approve.
3. Board Direction.

**County Administrator's Recommendation:**

Option 1.

**Attachment(s):**

1. Exhibit A
2. Lien (s)

**Exhibit A**  
**Homeowners List**

1. Cherry Parks – Homebuyer Program (7yr)
2. Emmily Washington – Homebuyer Program (10yr)

**Exhibit A**  
**Homeowners List**

1. Cherry Parks – Homebuyer Program (7yr)
2. Emmily Washington – Homebuyer Program (10yr)

**GADSDEN COUNTY  
SPECIAL ASSESSMENT LIEN  
FOR FIRST TIME HOMEBUYERS**

THIS AGREEMENT, MADE THIS 20<sup>th</sup> of February, 2024 by and between EMMILY WASHINGTON whose address is ,217 ELISE DRIVE, QUINCY, FLORIDA 32351 hereinafter referred to as "Owner-Occupant" and Gadsden County Board of County Commissioners through its SHIP Housing Rehabilitation Program", hereinafter referred to as "SHIP Program", relates to the real property lying in Gadsden County, Florida described as follows:

Parcel Identification Number: 3-06-2N-3W-0630-0000B-0061

**LEGAL DESCRIPTON:** Lot 6, Block B, a resubdivision of CEDAR CREST, a map or plat of same being of record in Plat Book 1, page 164 of the public records of Gadsden County, Florida.

WHEREAS, the Owner-Occupant proposes to finance the cost of the down payment and closing costs on the above described property from the proceeds of a Deferred Payment Loan made, or to be made, available to Owner-Occupant by the First-time Homebuyer Program. The Loan is funded through the State of Florida Housing Finance Agency; 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 SHIP Program remains the Owner-Occupant in the ten (10) 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 TEN THOUSAND NO HUNDRED NO DOLLARS & 00/100 (\$10,000.00) 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 ten (10) 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 ten (10) year term of the Loan. (Ten Percent (10%) 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 ten (10) 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.

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 ten (10) 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.



**GADSDEN COUNTY  
SPECIAL ASSESSMENT LIEN  
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It is further provided that, upon the death of the Owner-Occupant, the ten (10) 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 (SHIP) 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 ten (10) 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 SHIP Program 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.

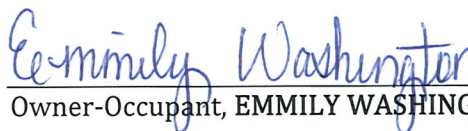
10. In the event it is determined by Gadsden County that the Owner-Occupant ceases to qualify for a Deferred Payment Loan of the Program at any time, this Agreement shall terminate immediately upon the Owner-Occupant being notified that Owner-Occupant does not qualify to receive the Deferred Payment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

**GADSDEN COUNTY  
SPECIAL ASSESSMENT LIEN  
FOR FIRST TIME HOMEBUYERS**

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

  
Witness Danielle Andrews

  
Witness Jessica Bennett

  
Owner-Occupant, EMMILY WASHINGTON

\_\_\_\_\_  
Owner-Occupant,

STATE OF FLORIDA  
County of Gadsden

Sworn to and subscribed before me, the undersigned authority, this 20<sup>th</sup> day of FEBRUARY, 2023 personally appeared EMMILY WASHINGTON of 217 ELISE DRIVE, QUINCY, FLORIDA 32351 who acknowledged before me that he/she freely and voluntary executed this agreement for the purpose therein expressed.

  
\_\_\_\_\_  
Signature of Notary Public-State of Florida

Jessica Bennett  
\_\_\_\_\_  
Print, Type or Stamp Name of Notary Public



- Personally known to me, or  
 Produced Identification: VALID FLORIDA DRIVERS LICENSE  
Type of identification

This instrument prepared by: Sonya D. Burns, P. O. Box 1799, Quincy, FL 32353

Attest:

GADSDEN BOARD OF COUNTY COMMISSIONER  
By:

\_\_\_\_\_  
CLERK OF THE CIRCUIT COURT

\_\_\_\_\_  
CHAIRMAN, BOARD OF COUNTY COMMISSION



**GADSDEN COUNTY  
SPECIAL ASSESSMENT LIEN  
FOR FIRST TIME HOMEBUYERS**

THIS AGREEMENT, MADE THIS 2<sup>nd</sup> of FEBRUARY, 2024 by and between CHERRY PARKS whose address is 214 MORNINGSTAR ROAD, CHATTAHOOCHEE, FLORIDA 32324 hereinafter referred to as "Owner-Occupant" and Gadsden County Board of County Commissioners through its SHIP Housing Rehabilitation Program", hereinafter referred to as "SHIP Program", relates to the real property lying in Gadsden County, Florida described as follows:

**Parcel Identification Number: 2-21-3N-5W-0440-00007-0020**

**LEGAL DESCRIPTON: SEE EXHIBIT A**

**WITNESSETH:**

WHEREAS, the Owner-Occupant proposes to finance the cost of the down payment and closing costs on the above described property from the proceeds of a Deferred Payment Loan made, or to be made, available to Owner-Occupant by the First-time Homebuyer Program. The Loan is funded through the State of Florida Housing Finance Agency; 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 SHIP Program remains the Owner-Occupant in the seven (7) 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 TEN THOUSAND NO HUNDRED NO DOLLARS & 01/100 (\$10,000.00) 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 seven (7) 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 seven (7) year term of the Loan. (Ten Percent (10%) 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 seven (7) 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.

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 seven (7) 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.



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It is further provided that, upon the death of the Owner-Occupant, the seven (7) 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 (SHIP) Program to exercise such default options shall not constitute a waiver of such options on any subsequent occasions.


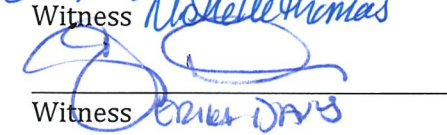
8. The Owner-Occupant agrees to maintain a hazard insurance policy on the property for the full replacement value of the rehabilitated unit. Said property insurance shall be maintained during the entire ten (10) year period which this lien is in effect, and shall list Gadsden County as a mortgagee in 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 SHIP Program 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 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.

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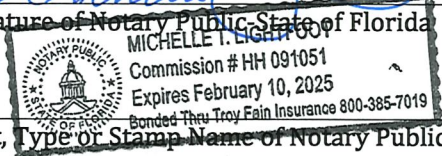
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above first written.

  
\_\_\_\_\_  
Witness Michelle Thomas  
  
\_\_\_\_\_  
Witness Bryan Davis

Cherry Parks  
\_\_\_\_\_  
Owner-Occupant, **CHERRY PARKS**  
\_\_\_\_\_  
Owner-Occupant,

STATE OF FLORIDA  
County of Gadsden

Sworn to and subscribed before me, the undersigned authority, this 2<sup>nd</sup> day of February, 2024 personally appeared **CHERRY PARKS** of **214 MORNINGSTAR ROAD, CHATTAHOOCHEE, FLORIDA 32324** who acknowledged before me that he/she freely and voluntary executed this agreement for the purpose therein expressed.

  
\_\_\_\_\_  
Signature of Notary Public, State of Florida  
  
MICHELLE T. LIGHTFOOT  
Commission # HH 091051  
Expires February 10, 2025  
Bonded Through Fain Insurance 800-385-7019  
\_\_\_\_\_  
Print, Type or Stamp Name of Notary Public

[ ] Personally known to me, or  
[X] Produced Identification: VALID FLORIDA DRIVERS LICENSE  
Type of identification

This instrument prepared by: Sonya D. Burns, P. O. Box 1799, Quincy, FL 32353

Attest:

GADSDEN BOARD OF COUNTY COMMISSIONER  
By:

\_\_\_\_\_  
CLERK OF THE CIRCUIT COURT

\_\_\_\_\_  
CHAIRMAN, BOARD OF COUNTY COMMISSION



## EXHIBIT "A"

A parcel of land lying and being in the Southeast Quarter of the Southeast Quarter of Section 21, Township 3 North, Range 5 West, Gadsden County, Florida, having been previously described in Official Records Deed Book 114, page 571 of the Public Records of Gadsden County, Florida being more particularly described as follows:

Commence at the centerline of A & N Railroad and the apparent centerline of Church Street, a County graded road, and run thence North 80 degrees 05 minutes 00 seconds East 285.00 feet to the apparent centerline of Morning Star Road, a County graded road;

Thence run along said centerline of Morning Star Road South 09 degrees 55 minutes 00 seconds East 75.00 feet;

Thence run North 80 degrees 05 minutes 00 seconds East 25.00 feet to a 5/8 inch iron bar and cap #6297, set, on the Easterly right of way of said road, marking the Southwest corner of Lot2, Block 7 of an unnamed subdivision lying East of A & N Railroad per Deed Book PPP, page 152 of the Public records of Gadsden County, Florida, and being the Point of Beginning;

From said Point of Beginning thence run South 09 degrees 55 minutes 00 seconds East 50.00 Feet to a 5/8 inch iron bar and cap #6297, set;

Thence leaving said Easterly right of way run North 80 degrees 05 minutes 00 seconds East 100.00 feet to a 5/8 inch iron bar and cap #6297, set;

Thence run North 09 degrees 55 minutes 00 seconds West 50.00 feet to a 5/8 inch iron bar and cap #6297, set;

Thence run south 80 degrees 05 minutes 00 seconds West 100.00 feet to said Point of Beginning.