

AMENDED AND RESTATED

**STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM
REHABILITATION AGREEMENT
BETWEEN NASSAU COUNTY AND OWNER**

THIS AGREEMENT is made and entered by and between **Sylvia C. Melton** (hereinafter “Owner”) and Nassau County, Florida, a political subdivision of the State of Florida (hereinafter “County”) for the purposes of implementing a State Housing Initiatives Partnership Program (“SHIP”) Program Project and the County and the Owner agree as follows:

WITNESSETH:

WHEREAS, County receives SHIP funding including funds for the rehabilitation of homeowner-occupied dwelling units; and

WHEREAS, the Owner submitted an application to the County for SHIP Rehabilitation Services to fund certain repairs as provided herein; and

WHEREAS, a Contractor (hereinafter “Contractor”) was selected by competitive bid to complete said repairs (hereinafter “Bid”); and

WHEREAS, on or about June 27, 2023, the County and the Owner entered into a State Housing Initiatives Partnership Program Rehabilitation Agreement; and

WHEREAS, the County and the Owner now desire to amend the above-referenced Agreement in order to clarify the amount of the Lien on the property and to re-state their rights and responsibilities as it relates to the repairs contemplated.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the County and the Owner agree as follows:

SECTION 1. Recitals.

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement. The Agreement dated June 27, 2023 between the County and the Owner is hereby rescinded and replaced in its entirety by this Amended and Restated Agreement (hereinafter known as “Agreement”).

SECTION 2. Owner’s Responsibilities.

2.1 The Owner is the owner of the property located at: **96071 Mount Zion Loop, Yulee, Florida**

Initials S. C. M
Initials [Signature]

32097 (hereinafter referred to as “Property”), a copy of the Legal Description for the Property is attached hereto and incorporated by this reference as Exhibit “A.”

2.2 The Owner has requested to participate in the County SHIP Rehabilitation Program for repairs on the Property and the *proposed* repairs for the Property total **Ninety-nine thousand, five hundred twenty-eight dollars and no/100 (\$99,528).**

2.3 The Owner acknowledges that to participate in the County SHIP Rehabilitation Program that he/she shall enter into an Agreement with the Contractor selected by the Bid for the repairs to be performed (hereinafter “Work”). The Owner acknowledges and approves of the Contractor selected to complete the Work.

2.4 The Owner certifies that he/she/they have received, read and understands the rehabilitation Agreement with the Contractor and understand(s) and agree(s) with the Contract Sum under that Agreement with the Contractor, the Scope of Work, the rehabilitation and construction process, and the services to be offered and performed on the Property. The Owner agrees to be bound by the terms of the Agreement with the Contractor.

2.5 The Owner agrees to cooperate fully with the County SHIP Administrator or designee, the County Building Department, and the Contractor during the performance of the Agreement with the Contractor.

2.6 The Owner understands and agrees to vacate and leave the Property during the completion of the Work under this Agreement. Notwithstanding the foregoing, the Owner shall ensure and grant access to the Property during normal business hours to all parties involved in the rehabilitation process including the County SHIP Administrator or designee, the County Building Department and the Contractor.

2.7 The Owner agrees to remove personal property within the Work site so as to not interfere with the progress of Work. The Owner shall ensure that the Contractor shall have easy access in and around the Work site.

2.8 The Owner shall secure all pets at the Property so as to not interfere with the construction process and to allow the Contractor to fulfill the requirements of the Agreement with the Contractor.

2.9 The Owner agrees to provide electricity and water to the Contractor, at no cost to the Contractor, during the rehabilitation process.

SECTION 3. Time and Performance and Change Orders.

Initials S. G. M.
Initials [Signature]

3.1 The Owner understands and agrees that the Contractor shall start the Work within ten (10) days from the date of issuance of the Notice to Proceed and will finish the Work within ninety (90) days thereof as set forth in the Agreement with the Contractor.

3.2 The Owner agrees that no changes in materials or description of the Work shall take place without the County SHIP Administrator or designee's written approval. Any approved changes shall be in the form of a Change Order and agreed to by the Owner and the Contractor. All changes must also be approved by the County SHIP Administrator or designee before Work commences.

SECTION 4. Resolution of Disputes.

4.1 The Owner agrees that should a dispute arise between the Owner and the Contractor regarding Work performed pursuant to the Agreement with the Contractor and said dispute cannot be satisfactorily resolved, that the dispute shall be submitted to arbitration under the laws governed by the State of Florida. Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement with the Contractor and shall be made within a reasonable time after a dispute has arisen. The award rendered by the Arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The prevailing party shall be entitled to recover all costs, including reasonable attorney's fees.

SECTION 5. Lien on Property.

5.1 The Owner acknowledges and understands that a Mortgage Lien shall be placed upon the Property in an amount equal to the total cost of rehabilitation plus the cost of inspections, documentary stamps, recording fees, surveys, title searches, project delivery cost and any other fees or closing costs related to the rehabilitation process up to a maximum of **\$125,000**. The lien holder shall be the County.

SECTION 6. Hold Harmless.

6.1 The Owner agrees to indemnify and hold harmless the County, its elected officials, employees, officials, representatives, agents and attorneys, and its affiliates from any and all liability resulting from injury, death, sickness, disease, property damage, theft, or any loss and expense by execution of Work under this Agreement and the Agreement with the Contractor. The Owner agrees to pay reasonable attorney's fees if the County is required to defend or prosecute any claim or action arising out of the same.

Initials S. G. M.
Initials [Signature]

Exhibit "A"
Legal Description

PARCEL 1:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN GOVERNMENT LOT 3, SECTION 24, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA,, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 3 AND SECTION 24 AND GO NORTH ALONG THE WEST LINE OF SAID LOT AND SECTION FOR 674.5 FEET; THENCE GO EAST FOR 25 FEET TO THE EAST SIDE OF THE 60 FOOT COUNTY ROAD TO THE POINT OF BEGINNING; THENCE GO EAST FOR 87 FEET; THENCE GO NORTH FOR 50 FEET; THENCE GO WEST FOR 87 FEET TO THE COUNTY ROAD; THENCE GO SOUTH ALONG THE EAST SIDE OF THE COUNTY ROAD FOR 50 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

ALL THAT CERTAIN LOT, PIECE, OR PARCEL OF LAND SITUATE, LYING, AND BEING IN SECTION 24, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, AND BEING THAT LAND DESCRIBED IN OFFICIAL RECORDS BOOK 44, PAGE 343 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS; FROM THE POINT OF REFERENCE AT THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE EAST 25 FEET ALONG THE SOUTH LINE OF SAID SECTION 24 TO A POINT ON THE EASTERLY RIGHT OF WAY LINE FOR THE RIGHT OF WAY OF A COUNTY ROAD THENCE NORTH 1 DEGREE 23 MINUTES WEST 337.5 FEET ALONG SAID EAST RIGHT OF WAY LINE TO A POINT ON THE NORTH RIGHT OF WAY LINE OF A 50 FOOT RIGHT OF WAY FOR A COUNTY ROAD; THENCE CONTINUE THE SAME 286 FEET TO THE POINT OF BEGINNING ;THENCE NORTH 1 DEGREE 27 MINUTES WEST 50.00 FEET ALONG SAID EAST RIGHT OF WAY LINE; THENCE NORTH 88 DEGREES 33 MINUTES EAST 75.00 FEET; THENCE SOUTH 1 DEGREE 27 MINUTES EAST 50.00 FEET; THENCE SOUTH 88 DEGREES 33 MINUTES WEST 75.00 FEET TO THE POINT OF BEGINNING.

AS DESCRIBED ON AND ACCORDING TO THE CERTAIN PLAT OF SURVEY MADE BY R.J. ALLEN, REGISTERED LAND SURVEYOR NUMBER 2603 ON DECEMBER 10, 1976.

Parcel Number: 24-2N-28-0000-0023-0000

Initials SJM
Initials JL

ACKNOWLEDGEMENT: I, the Owner, have received, read and understand the Owner's Agreement and shall enforce and agree to the policies within during the rehabilitation process.

[Signature]
Witness

Sylvia C. Melton
Owner

Marjorie E. Drawdy
Print Name

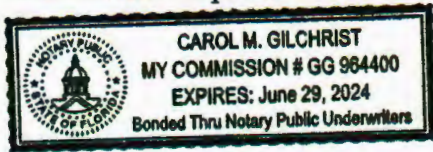
Sylvia C. Melton
Print Name

STATE OF FLORIDA
COUNTY OF NASSAU

Sworn to (or affirmed) and subscribed before by means of **X** physical presence or ___ online notarization, this **11th** day of **October**, 2023 by Sylvia C. Melton who is personally known to me or has produced identification _____.

Carol M. Gilchrist
Carol M. Gilchrist, Notary Public

My Commission Expires:



**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

[Signature]
By: KLYNT FARMER
Its: Chair
Date: 10-23-23

Attest as to authenticity of the
Chair's signature:
[Signature]
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney
[Signature]
DENISE C. MAY

Initials S.C.M.
Initials [Signature]