



## COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 9/21/2021 Meeting Date: 10/7/2021

Name: John Crews Department: BCC Administration

Division Manager's Signature:

A handwritten signature in blue ink, appearing to read "John Crews", is written over a light blue circular stamp.

### 1. Nature and purpose of agenda item:

Attached is a Release of Lien Agreement for the above Columbia County SHIP client. In accordance with the terms of the SHIP Lien Agreement dated October, 2003, the lien has self-dissolved and is no longer in effect. A copy of the SHIP Lien Agreement is enclosed.

### 2. Recommended Motion/Action:

Approve the Release of Lien

### 3. Fiscal impact on current budget.

This item has no effect on the current budget.



**Suwannee River Economic Council, Inc.**  
**Post Office Box 70**  
**Live Oak, Florida 32064**

**Administrative Office - Phone (386) 362-4115**  
**Fax (386) 362-4078**

**E-Mail: [mattpearson@suwanneec.net](mailto:mattpearson@suwanneec.net)**

**Website: [www.srecinc.org](http://www.srecinc.org)**

September 17, 2021

Mr. David Kraus  
Columbia County Manager  
PO Drawer 1529  
Lake City, FL 32056

**RECEIVED**

**SEP 20 2021**

**Board of County Commissioners**  
**Columbia County**

RE: Release of Lien for Brenda Lee Dortch

Dear Mr. Kraus:

Enclosed is a Release of Lien Agreement for the above Columbia County SHIP client. In accordance with the terms of the SHIP Lien Agreement dated October, 2003, the lien has self-dissolved and is no longer in effect. A copy of the SHIP Lien Agreement is enclosed.

Please execute and return the enclosed Release of Lien Agreement to SREC.

If you have any questions or need additional information please call Stephanie Barrington, SHIP Director, at extension 242.

Sincerely,

Matt Pearson, Executive Director  
MP/sb 83

Enclosure



**BRADFORD-COLUMBIA-DIXIE-GILCHRIST-HAMILTON-LAFAYETTE-LEVY-MADISON-PUTNAM-SUWANNEE-TAYLOR-UNION**

**"This institution is an equal opportunity provider and employer."**

**Funded in part through a grant by the State of Florida Department of Elder Affairs**

ATS#13617

Inst:2003023943 Date:11/04/2003 Time:14:45  
Doc Stamp-Mort : 35.00  
Intang. Tax : 0.00  
DC, P. Dewitt Cason, Columbia County B:999 P:338

**LIEN AGREEMENT UNDER STATE OF FLORIDA  
HOUSING INITIATIVES PARTNERSHIP PROGRAM**

THIS INDENTURE, Made this 30<sup>th</sup> day of October, 2003 between  
Brenda Lee Dortch, A Single Person  
whose residence address is: 689 SE Sycamore Terrace, Lake City, FL 32055  
and whose mailing address is 689 SE Sycamore Terrace, Lake City, FL 32055  
and whose social Security Number is: 264-81-2374  
hereinafter called the "Owner" ("Owner" refers to singular or plural as the context requires),  
and COLUMBIA COUNTY, FLORIDA, a political subdivision existing under the laws of the  
State of Florida (Federal ID No. 59-6000564), whose post office address is c/o Clerk of the  
Circuit Court, Columbia County Courthouse, P.O. Box 1529, Lake City, Florida, 32056,  
hereinafter called "County"; **WITNESSETH:**

**WHEREAS**, the State of Florida through County has made available to Owner under the  
State Housing Initiatives Partnership Program, Chapter 420, part VIII, Florida Statutes, and  
Columbia County Ordinance No. 93-4, hereinafter referred to jointly as "SHIP", funds to be  
used in the purchase of newly constructed or rehabilitation of housing for families and  
individuals of low and moderate income; and

**WHEREAS**, the funds may not be used to produce windfall profits to Owner from the  
sale, rental, gift or improper use of properties assisted with such funds.

**NOW, THEREFORE**, in consideration of the provision of financial assistance to the  
Owner to purchase or rehabilitate the Property hereinafter described, subject to the terms and  
conditions hereinafter provided, the Owner has granted, bargained and sold to County the  
following described land situate, lying and being in the County of Columbia, State of Florida, to-  
wit:

Lot 5, Block 3, Shady Oaks Acres, Unit 2, a subdivision according to the plat thereof recorded in  
Plat book 4, Page 10, of the Public Records of Columbia County, Florida.

together with all and singular the tenements, hereditaments and appurtenances thereunto  
belonging, hereinafter referred to as "Property", and the said Owner does hereby fully warrant  
the title to said property and will defend the same against the lawful claims of all persons  
whomsoever.

Owner hereby acknowledges covenants and agrees to and with County as follows:

1. **SHIP** funds in the amount of Ten Thousand and no/100 Dollars (\$10,000.00) have  
been provided to or for the benefit of the Owner to assist in the  
purchase/rehabilitation of the Property, the receipt whereof is hereby acknowledged  
by the Owner. The funds are provided as a ten (10) year non-interest bearing loan to  
be forgiven subject to the provisions of this agreement.
2. Owner shall occupy the Property as Owner's principal residence for a minimum  
period of ten (10) years from the date of this instrument.
3. If, within the period of ten (10) years immediately following the date of this  
instrument, the Property shall be sold, transferred or otherwise disposed of or if the  
Owner shall die, Owner, Owner's estate or the person or persons acquiring any title  
or interest in the Property shall pay to the County that percent of said financial  
assistance provided to Owner under the SHIP program to be determined as follows:

BdD



IF PROPERTY IS SOLD, TRANSFERRED  
 OR OTHERWISE DISPOSED OF OR IF  
 OWNER SHOULD DIE AT ANYTIME  
 DURING THE:

PERCENT OF FINANCIAL ASSISTANCE  
 TO BE REPAYED TO COUNTY:

First three years	100 Percent
Fourth year	70 Percent
Fifth year	60 Percent
Sixth year	50 Percent
Seventh year	40 Percent
Eighth year	30 Percent
Ninth year	20 Percent
Tenth year	10 Percent
After 10 years	0 Percent

Transfer means any conveyance of the Property or any interest therein, voluntary or involuntary, transfer by reason of death of Owner, or delivery of possession of the Property for occupancy by one other than the Owner whether by oral agreement or contract for deed, lease, rental agreement or otherwise; provided, however, if illness of the Owner should make it impossible for the Owner to reside on or care for the Property, then the Owner may rent or lease the Property, but only with written consent of and upon the terms and conditions imposed by the SHIP Loan Committee.

The County may forgive any of the SHIP assistance should there be insufficient net proceeds derived from a good faith sale of the Property at market value during the ten (10) year period following the date of this agreement upon approval of the SHIP Loan Committee. "Net proceeds" is defined as the amount remaining after all private debt is repaid.

4. Paragraph 3 of this agreement regarding transfer of the subject Property shall not apply to a transfer from the Owner to the Owner's spouse; but if transferred to an Owner's spouse, the agreements contained herein shall run with title to the land and thereafter, be applicable to any transfer made by the transferee's spouse; the time period for reimbursement to the County as set forth herein shall be computed from the date of this agreement.
5. The Owner shall promptly pay all taxes, assessments and encumbrances of every nature now on the Property or that hereafter may be imposed when due and payable according to law and before they shall become delinquent.
6. To place and continuously keep the improvements on the Property insured against loss or damage by fire and other hazards included within the term "extended coverage" in the usual, standard policy form in a sum not less than full insurable value and County shall be named in the policy as a loss payee as its interest may appear.
7. To maintain the Property in good condition and not permit or suffer any waste impairment or deterioration of said Property.
8. If the Owner shall become in default under any provision in this lien agreement for a period of thirty (30) days, then, at the option of County, Owner shall immediately pay to County, without demand, the same amount that Owner would become obligated to pay to County upon sale or conveyance of the Property to be determined in accordance with the provisions of paragraph 3 hereof. Upon default, the amount payable shall immediately become due and payable and interest shall accrue thereon at the rate of twelve percent (12%) per annum until both the principal and interest shall be paid in full.
9. If this lien agreement is made subject to a prior lien on the Property, then Owner covenants and agrees that Owner will not make any future advances under said prior lien without the written consent of the SHIP Loan Committee.

10. If the Owner should become in default in the performance of this lien agreement, Owner agrees to pay all cost, including reasonable attorneys' fees, whether suit be brought or not, if counsel be employed to collect this obligation or to protect the security thereof, including all costs and attorneys' fees incurred on appeal. The amount of accrued interest, court costs and attorneys' fees payable to County shall be determined by a court of competent jurisdiction, and not by jury, and shall be taxed as costs to be paid by the Owner.
11. This instrument shall be recorded in the office of the Clerk of the Circuit Court in the county where the Property is located and shall be a lien upon Owner's Property described hereinabove. This agreement shall be binding upon the heirs, devisees, successors and assigns of the Owner.
12. If this agreement shall not be released by written instrument of County at an earlier date, this agreement shall automatically expire ten (10) years from date hereof and no further claim shall be made hereunder.

IN WITNESS WHEREOF, Owner has executed this instrument under seal on the day and year first above written.

Signed, sealed and delivered  
In the presence of:

Lynndi Skinner  
LYNDI SKINNER

Brenda Lee Dorich (seal)  
Brenda Lee Dorich

(print or type witness' name)  
Cynthia Terrio  
Cynthia Terrio  
(print or type witness' name)

\_\_\_\_\_ (seal)

STATE OF FLORIDA  
COUNTY OF COLUMBIA

The foregoing Lien Agreement was acknowledged before me this 12th day of September, 2003, by Brenda Lee Dorich, A Single Person who ☐ is personally known to me or ☒ has produced as identification Drivers License

(NOTARIAL SEAL)



Lynndi Skinner  
My Commission 00180788  
Expires September 17, 2008

Lynndi Skinner  
Notary Public

\_\_\_\_\_ (Print or type Notary Public's name)

My Commission Expires: \_\_\_\_\_

Commission No. \_\_\_\_\_

Instrument Prepared By:  
Rob Stewart  
Lake City Title  
426 SW Commerce Drive Suite #145  
Lake City, FL 32025  
File: 2021-

**RELEASE AND SATISFACTION OF LIEN AGREEMENT UNDER  
STATE OF FLORIDA HOUSING INITIATIVES PARTNERSHIP PROGRAM**

KNOW ALL MEN BY THESE PRESENT:

That COLUMBIA COUNTY, FLORIDA, a political subdivision existing under the laws of the State of Florida, the holder of a lien agreement under State of Florida Housing Initiatives Partnership Program given by **Brenda Lee Dortch**, to COLUMBIA COUNTY, FLORIDA, on **October 30, 2003**, recorded in **Official Record Book 999, pages 332**, public records of Columbia County, Florida, and given to secure the sum of **\$61,671.84** hereby acknowledges full satisfaction of said lien agreement on the following described property situate, lying and being in Columbia County, Florida, to wit:

AS DESCRIBED IN SAID LIEN AGREEMENT

NOW, THEREFORE, COLUMBIA COUNTY, FLORIDA, hereby acknowledges **Brenda Lee Dortch** have fulfilled the legal requirements of the S.H.I.P. Program, Columbia County, FL and releases said lien agreement and discharges the same of record.

IN WITNESS WHEREOF, COLUMBIA COUNTY, FLORIDA, has caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

COLUMBIA COUNTY, FLORIDA

BY: \_\_\_\_\_  
James M. Swisher, Jr.  
Clerk of Court

STATE OF FLORIDA  
COUNTY OF COLUMBIA

The foregoing release and satisfaction of lien agreement under State of Florida Housing Initiatives Partnership Program was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by James M. Swisher, Jr., Clerk of Court, Columbia County, FL, who is personally known to me.

(NOTARIAL SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print or Type name of Notary  
My Commission Expires: