



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

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 3/18/2022 Meeting Date: 4/7/2022

Name: John Crews Department: BCC Administration

Division Manager's Signature:

A handwritten signature in blue ink, appearing to be "John Crews", is written over the line for the Division Manager's Signature.

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

SHIP- Release of Lien - Brandy Newkirk

### 2. Recommended Motion/Action:

Approve

### 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)**

March 16, 2022

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



RE: Columbia County SHIP client Brandy Newkirk

Dear Mr. Kraus:

Enclosed is check #1389 from Law Offices of Justin McMurray dated February 11, 2022, made payable to Columbia County SHIP in the amount of \$7,500 for the above SHIP client. The original lien in 2014 was for \$25,000. The property is being sold in the eighth (8<sup>th</sup>) year of the SHIP Lien Agreement, and thus only 30% of the lien amount is required to be repaid. A copy of the original SHIP Lien Agreement is enclosed for reference.

If approved by the County's Board of County Commission, please execute and return the enclosed Release of Lien Agreement to SREC, and deposit the enclosed check into the County's SHIP Trust Fund Account for future use.

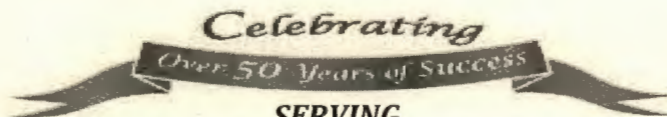
If you have any questions please call Stephanie Barrington, SHIP Director, at extension 242.

Sincerely,

Matt Pearson, Executive Director  
MP/sb 85

Enclosure

SREC Finance Department



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

This Instrument Prepared By:  
Justin McMurray, Esq.  
Law Offices of Justin McMurray, P.A.

RELEASE OF LIEN AGREEMENT UNDER  
STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM

WHEREAS, **Brandy Nicole Newkirk, n/k/a Brandy McGuire** executed and delivered to Columbia County, Florida, a political subdivision existing under the laws of the State of Florida, that certain lien agreement under State Housing Initiatives Partnership Program dated October 2<sup>nd</sup>, 2014, and recorded in Official Record Book 1282 Page 1287, Public Records of Columbia County, Florida, granting to Columbia County, Florida, a lien against the following described real property situated in Columbia County, Florida to-wit:

AS DESCRIBED IN SAID LIEN AGREEMENT

WHEREAS, **Brandy Nicole Newkirk, n/k/a Brandy McGuire** has paid to Columbia County, Florida, the sum of **\$7,500.00** in reimbursement and repayment of funds paid to or for the benefit of Columbia County, FL to assist in the purchase of the above described property.

NOW, THEREFORE, in consideration of the sum of **\$7,500.00** and other good and valuable considerations, the receipt whereof are hereby acknowledged, Columbia County, Florida, hereby releases and cancels the lien held against the above described real property by virtue of the afore described lien agreement under State Housing Initiatives Partnership Program.

IN WITNESS WHEREOF, Columbia County, Florida, a political subdivision existing under the laws of the State of Florida, has caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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 \_\_\_\_\_, 20\_\_, by James M. Swisher, Jr., Clerk of Court, Columbia County, FL, who is personally known to me.

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

(NOTARIAL SEAL)

Prepared by and Return to:  
Elaine R. Davis  
American Title Services of Lake City, Inc  
321 SW Main Boulevard, Suite 105  
Lake City, Florida 32025  
File No.: 14-470

Inst: 201412015462 Date: 10/6/2014 Time: 2:38 PM  
Doc Stamp: Mort: 87.50  
P. DeWitt Cason, Columbia County Page 1 of 3 B: 1282 P: 1287

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

THIS INDENTURE, Made this 2<sup>nd</sup> day of OCTOBER, 2014, between  
**BRANDY NICOLE NEWKIRK, a single woman** whose residence address is 863 NW Early Street, Lake City, Florida 32055 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, whose post office address is **POST OFFICE BOX 70, 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 4, BLOCK 7, ALLINE THOMPSONS SUBDIVISIONA, a subdivision according to the Plat thereof as recorded in Plat Book 3 Page 25 of the Public Records of COLUMBIA COUNTY, FLORIDA.**

together with all and singular 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 TWENTY FIVE THOUSAND DOLLARS ( \$ 25,000.00 ) 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 the 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:

10/14-15

15-16

16-17

17-18

18-19

19-20

20-21

3090 due  
87,500

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

First Year	100 Percent
Second Year	90 Percent
Third Year	80 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 from in a sum not less than full insurable value and County shall be named in the policy as loss payee at its interests 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 the 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, the 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 attorney's 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 attorney's fees incurred on appeal. The amount of accrued interest, court costs and attorney's 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:

Debbie G. Moore  
Debbie G. Moore

(Print or Type witness' name)

Brandy Nicole Newkirk  
BRANDY NICOLE NEWKIRK

Elaine R. Davis

Elaine R. Davis  
(Print or Type witness' name)

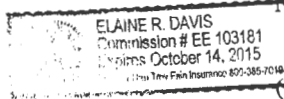
STATE OF FLORIDA  
COUNTY OF COLUMBIA

The foregoing Lien Agreement was acknowledged before me this 2<sup>nd</sup> day of OCTOBER 2014, by BRANDY NICOLE NEWKIRK who is personally known to me or has produced DRIVERS LICENSES as identification

(Notary Seal)

Elaine R. Davis

Notary Public



(Print or Type Notary Name)

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

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