

Levy County Board of County Commissioners
Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE: DAVID WEATHERFORD ANIMALSERVICES
DIRECTOR

2. MEETING DATE: 6/7/16

3. REQUESTED MOTION/ACTION: TO PRESENT CERTIFICATE OF APPRECIATION FOR DONATION TO ANIMAL SERVICES

4. Agenda Presentation

Time Requested: _____

(Request will be granted if possible)

ALLOTTED TIME NOT
MORE THAN 15 MINUTES

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes ___ No ___ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: Yes ___ No ___ BUDGET OFFICER APPROVAL _____ DATE

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED

7. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO

8. COMMISSION ACTION:

___ APPROVED

___ DENIED

___ DEFERRED DATE TO BRING BACK:

___ OTHER SPECIFY:

Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:

Anne Bast Brown, County Attorney, ext. 3389

2. MEETING DATE:

June 7, 2016

3. REQUESTED MOTION/ACTION:

Conduct Public Hearing and adopt Ordinance 2016-02 amending impact fee ordinance, limiting applicability of Road Impact Fees to unincorporated areas of County

4. Agenda Presentation

Time Requested: 9:00 am

(Request will be granted if possible)

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: N/A

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES ___ NO ___ BUDGET OFFICER APPROVAL ___ DATE

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

The Board adopted Ordinance 2016-01 in February, 2016, adopting a new Road Impact Fee Study and new Road Impact Fee rates, as well as amending other provisions of the County Code provisions regulating impact fees. The provisions of Ordinance 2016-01 applied Road Impact Fees throughout the incorporated areas of the County, which was not the intent of the Board. The attached Ordinance 2016-02 revises the provisions of Ordinance 2016-01 to apply Road Impact Fees to only the unincorporated areas of the County.

7. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO	YES <input checked="" type="checkbox"/> NO	YES ___ NO
				APB 5-20-16	

8. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

Sec. 47-67. - Legislative findings applicable to road impact fees.

2 The Board of County Commissioners of Levy County, Florida, hereby finds, determines
3 and declares that:

4 (a) The county road system benefits all residents of the county and, therefore, the
5 road impact fee shall be imposed in all unincorporated ~~and incorporated~~ areas of the
6 county.

7 * * *

8
9 (striken words indicate deletions, underlined words indicate additions)

10
11
12 **ARTICLE 3. AMENDMENT OF SECTION 47-69 OF THE LEVY COUNTY**
13 **CODE OF ORDINANCES, ENTITLED "IMPOSITION OF ROAD IMPACT FEE."** The
14 Board hereby amends the opening paragraph of the existing Section 47-69(a) as follows, with the
15 remainder of such Section 47-69(a) to remain unchanged:

16 **Sec. 47-69. - Imposition of road impact fee.**

17 (a) The board hereby adopts the following schedule of road impact fees, which are
18 imposed upon all road impact construction occurring within all unincorporated ~~and~~
19 ~~incorporated~~ areas of the county at a rate established under the applicable road impact
20 fee land use category.

21 * * *

22
23 (striken words indicate deletions, underlined words indicate additions)

24
25
26 **ARTICLE 4. CODIFICATION IN THE CODE OF ORDINANCES.** It is the
27 intention of the Board, and it is hereby ordained that the provisions of this Ordinance shall
28 become and be made a part of the Levy County Code of Ordinances as provided herein.

29
30 **ARTICLE 5. SEVERABILITY.** Should any section or provision of this Ordinance or
31 any portion thereof, or any paragraph, sentence, or word be declared by a court of competent
32 jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other
33 than the part declared to be invalid.

34
35 **ARTICLE 6. EFFECTIVE DATE.** This Ordinance shall become effective upon its
36 filing with the Office of the Secretary of State, State of Florida.

APPENDIX A

Levy County Impact Fee Study for Roads and Fire Rescue Facilities

Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:

LCSD / 911 ADDRESSING

Mike

2. MEETING DATE:

11-7-16

3. REQUESTED MOTION/ACTION:

REQUESTING RATIFICATION OF CHAIRMAN'S SIGNATURE ON THE MAPFLEX AGREEMENT.

4. Agenda Presentation

Time Requested: _____

(Request will be granted if possible)

ALLOTTED TIME NOT

MORE THAN 15 MINUTES

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES ___ NO ___ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES ___ NO ___ BUDGET OFFICER APPROVAL ___ DATE

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

THE MAPFLEX PRODUCTS AND SERVICES AGREEMENT PROVIDES ANNUAL SUPPORT AND MAINTENANCE ON THE MAP DISPLAY USED IN DISPATCH. THE COST FOR THIS AGREEMENT IS FULLY COVERED BY A RURAL COUNTY GRANT.

7. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO

8. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

Contract No. 160202295320

Products and Services Agreement

This Products and Services Agreement ("Agreement") between CENTURYLINK SALES SOLUTIONS, INC., as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and Levy County ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.

1. **PRODUCTS.** CenturyLink will sell to Customer the Products listed on the Products List, attached and incorporated by this reference.
2. **SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference.
3. **TERM.** This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
4. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
5. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
6. **ENTITY.** For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

DECLINE: Customer and CenturyLink acknowledge that CenturyLink offered Customer CenturyLink™ CenturionSM Maintenance Service to support the Products and Customer declined.

CUSTOMER INITIALS _____ CENTURYLINK INITIALS _____

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.

DocuSigned by:
 By: Mark Powell
 Printed: A518E7D9322B45F... Mark Powell
 Title: Sales Manager
 Date: 5/20/2016

Levy County

By: [Signature]
 Printed: JOHN MECKS
 Title: CHAIRMAN
 Date: 5-17-16

Address for Notices: Sales Administration
 665 Lexington Avenue
 Mailstop: OHMANB0107
 Mansfield, OH 44907

Customer Address: 9150 NE 80TH AVE
 BRONSON, FL 32621

And if related to a dispute to:
 CenturyLink
 Attn: Legal Department
 1801 California Street, #900
 Denver, CO 80202
 Fax: (888) 778-0054

Address for Notices (if different from above):

Sales Rep: Paul Boynton
 Sales Rep Phone: (352) 368-8805

APPROVED AS TO FORM AND LEGAL SUFFICIENCY Anne Bast Brown
 Anne Bast Brown, County Attorney

Contract No. 160202295320**SERVICES LIST**

1. **SERVICES.** CenturyLink will provide to Customer those Services identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the CenturyLink company providing Services to Customer is listed on each Price Quote. Customer can also locate the name of any CenturyLink local operating company by searching for a NPA-NXX in the first column of the list at http://www.centurylink.com/tariffs/NPANXX_Entity.pdf. The NPA-NXX is a number consisting of an Area Code plus the first three digits of the telephone number. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in each Price Quote. Each Order Term begins on the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless otherwise provided in the service-specific terms and conditions. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

CenturyLink Price Quote Number(s): 16-002052
2. **PRICING.**
 - 2.1 **Monthly Recurring Charges ("MRCs") or Monthly Recurring Rates ("MRRs").** CenturyLink will charge Customer the MRCs or MRRs for the Services described in each Price Quote. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.
 - 2.2 **Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in each Price Quote. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
 - 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
 - 2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.
3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs or Local Terms of Service, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence. CenturyLink may modify its Tariffs or Local Terms of Service from time to time.
4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.
5. **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to http://about.centurylink.com/legal/rates_conditions.html.

Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:

Steve Minnis/Suwannee River Water Management District/ 386.362.1001

2. MEETING DATE:

June 21, 2016

3. REQUESTED MOTION/ACTION:

None

4. Agenda Presentation

Time Requested: 9:10 a.m.

(Request will be granted if possible)

ALLOTTED TIME NOT 10

minutes

5. IS THIS ITEM BUDGETED (IF APPLICABLE) ? : Yes_ No_ If No, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT: N/A

DETAILED ANALYSIS ATTACHED?: Yes ___ No ___ BUDGET OFFICER APPROVAL _____ DATE

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

Payment in Lieu of Taxes Check Presentation

ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED

7. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
Yes_ No	Yes_ No	Yes_ No	Yes_ No	Yes_ No	Yes_ No

8. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

Levy County Board of County Commissioners
Agenda Item Summary

This completed form is required to be turned in at the Board of County Commission Office by noon on Wednesday before the Tuesday Regular Meeting

1. NAME/ORGANIZATION/TELEPHONE:

Roberta Owens / Levy County Resident / 352-528-5491
406 SE 5th Street, Williston

2. MEETING DATE:

06/07/16

3. REQUESTED MOTION/ACTION:

Partial release of lots 15 & 16 from the SHIP Rehab mortgage to Levy County Commissioners dated November 13, 2008 (copy attached).

4. Agenda Presentation
Time Requested: 10
(Request will be granted if possible)
ALLOTTED TIME NOT MORE
THAN 15 MINUTES

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? : YES ___ No ___ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT: N/A

DETAILED ANALYSIS ATTACHED?: YES ___ No ___

BUDGET OFFICER APPROVAL _____ DATE

FUNDING SOURCE :

ACCOUNT NUMBER:

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

Mrs. Owens obtained a SHIP Rehab loan in 2008. She owns 4 City lots, 1, 2, 15 & 16. Her home is situated on Lots 1 & 2; lots 15 & 16 are vacant. She wishes to sell lots 15 & 16 and use the proceeds for additional rehab to her home. If the partial release is given, the SHIP mortgage will remain on lots 1 & 2. She intends to remain in her home and, assuming she does so, the SHIP loan will be forgiven in full in November, 2018.

A copy of the Property Appraiser's map is attached, clearly showing the home located on lots 1 & 2, and lots 15 & 16 vacant.

ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED

7. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES ___ No	YES ___ No	YES ___ No	YES ___ No	YES ___ No	YES ___ No

8. COMMISSION ACTION:

___ APPROVED

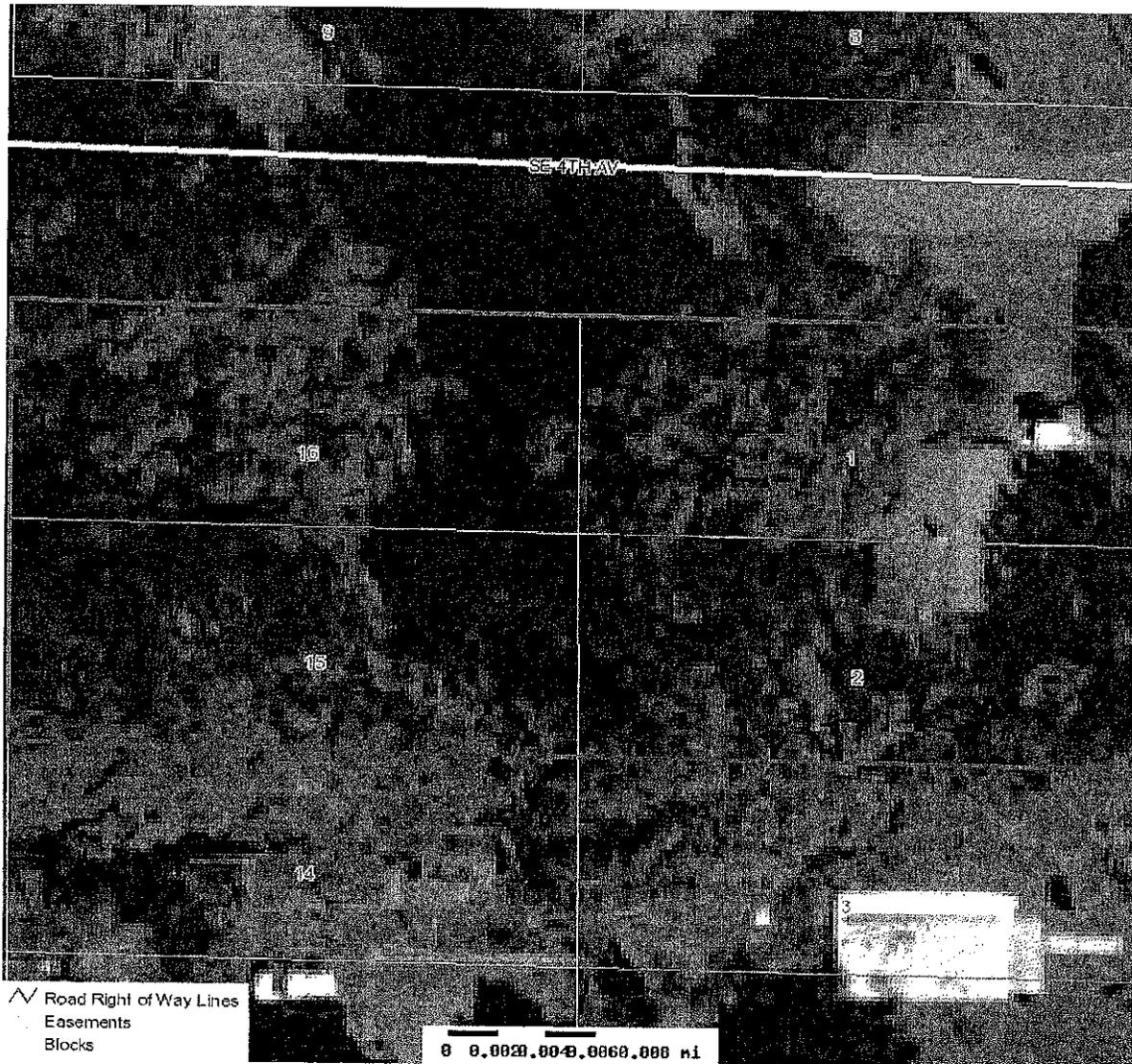
___ DENIED

___ DEFERRED

___ OTHER

DATE TO BRING BACK:

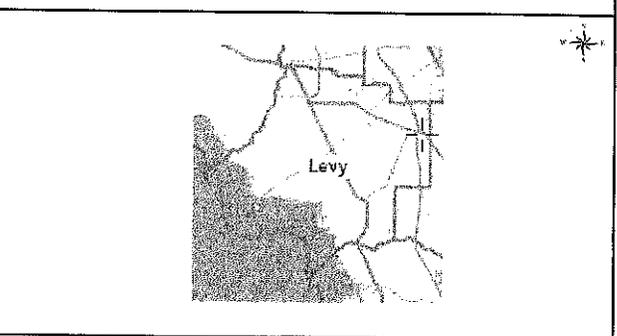
SPECIFY:



Road Right of Way Lines
 Easements
 Blocks

0 0.0020, 0.0040, 0.0060, 0.0080 mi

Levy County Property Appraiser			
Parcel: 0582000000 Acres: 0.56			
Name	OWENS ROBERTA B	Building Value	\$ 18,678
Site	406 SE 5 ST WILLISTON 32696-	Extra Feature Val	\$ 1,848
State		Market Land Value	\$ 18,000
Mail	406 SE 5TH ST	Ag Land Value	\$ 18,000
		Inst Value	\$ 38,526
	WILLISTON, FL 32696	Assessable Value	\$ 38,526
		Taxable Value	0



The Levy County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER LEVY COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 05/19/16 : 13:03:11

**LEVY COUNTY
SHIP Program**



Date: 05/19/2016

To: Jennifer Munden

From: Marlon Gayle, Housing Planner/SHIP Administrator

Subject: SHIP Rehabilitation Mortgage: Margaret Owen Rehab #112

Please find below the information regarding a payoff for the SHIP Mortgage with an effective date of May 20, 2016.

COMMENTS:

Real Estate Mortgage Original Loan Amount ¹ :	\$10,000.00
Loan Date:	11/13/2008
Per Diem:	\$2.7397
Term:	10 Years/ 3650 days
Length of Loan	2746days
Payoff Amount for remainder of loan (904 days):	904 * 2.7397= \$2476.6888
TOTAL Payoff effective as of: 05/20/2016	*\$2476.69

1. SHIP loan amount will be secured by a real estate mortgage and forgiven 10% per year for 10 years as long as the applicant own and occupy the home for 10 years
 2. Rehab Promissory Note forgiven at 10% per year for 10 years as long as the applicant own and occupy the home for 10 years
- * Rounded up to two decimal places

INSTR # 517890 OR BK 1144 Page 421 Recorded 11/13/2008 at 01:08 PM
Rec: \$35.50 MTG Doc: \$35.00 Danny J. Shipp, LEVY COUNTY CLERK Deputy Clerk CRC

REAL ESTATE MORTGAGE

(Due on Sale, Transfer, or Rental)

Levy County SHIP Rehabilitation

THIS MORTGAGE is made this 13 day of November, 2008 between the
Mortgagor name Margaret Roberts Owen (herein the "borrower"),
and the Mortgagee LEVY COUNTY, a charter county and political subdivision of the State of Florida (herein the "Lender").
WHEREAS, the Borrower has applied to Levy County for housing rehabilitation funds which shall be secured by a
mortgage lien (the "Mortgage") in favor of LEVY COUNTY in the original principal amount of 10,000.00 (amount
Ten Thousand (Dollars))
(the "Loan"). Borrower, along with his/her/their family, intends to reside as a household in the Property (as defined herein),
which Property is a single-family residence.
TO SECURE to the Lender the repayment of the indebtedness evidenced by the Note; the payment to all other sums,
advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and
agreements of the Borrower herein contained, the Borrower does hereby mortgage, grant and convey to the Lender the
following described property located in the County of LEVY, State of Florida:
(Legal) Lots 1, 2, 15 and 16, Block 8, Oakville Subdivision, City of Williston, as recorded in deed book 100, Page 556, Public
records of Levy County, Florida.

Which has the address of 406 SE 5th St. Williston Florida, 32696 (herein the "Property address").
TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and
rents, all of which shall be deemed to remain a part of the property covered by this Mortgage; and all of the foregoing, together
with said property are hereinafter referred to as the "Property".

BORROWER COVENANTS, represents and warrants to the Lender and its successors and assigns that Borrower is
lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the
Property is unencumbered, except for and for other encumbrances of record. Borrower covenants, represents and warrants to
the Lender and its successors and assigns that Borrower will defend generally the title to the Property against all claims and
demands, subject to the lien of any prior encumbrances of record.

BORROWER FURTHER COVENANTS and agrees with the Lender as follows:

1. **Payment:** The Borrower shall promptly pay when due the indebtedness evidenced by the Note.
2. **Prior Mortgages and Deeds of Trust; Charges; Liens.** The Borrower shall perform all of the Borrower's obligations
under any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage,
including the Borrower's covenants to make payments when due. The Borrower shall pay or cause to be paid all taxes
assessments and other charges, fines, and impositions attributable to the Property which may attain a priority over this
Mortgage, and leasehold payments or ground rents, if any.

3. **Hazard Insurance.** The Borrower shall keep the improvements now existing or hereafter erected on the Property
insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as the Lender may
require and in such amounts and for such periods as the Lender may require.

In the event of loss, the Borrower shall give prompt notice to the insurance carrier and to the Lender. The Lender may
make proof of loss if not made promptly by the Borrower.

If the Property is abandoned by the Borrower, or if the Borrower fails to respond to the Lender within thirty (30) days
from the date notice is mailed by the Lender to the Borrower that the insurance carrier offers to settle a claim for insurance
benefits, the Lender is authorized to collect and apply the insurance proceeds at the Lender's option either to restoration or
repair of the Property or to the sums secured by this Mortgage.

4. **Protection of Lender's Security.** If the Borrower fails to perform the covenants and agreements contained in this
Mortgage, or if any action or proceeding is commenced which materially affects the Lender's interest in the Property, then the
Lender, at the Lender's option, upon notice to the Borrower, may make such appearances, disburse such sums, including
reasonable attorney's fees, and take such action as is necessary to protect the Lender's interest in the Property. If the Lender
required mortgage insurance as a condition of making the Loan secured by this Mortgage, the Borrower shall pay the
premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in
accordance with the Borrower's and the Lender's
written agreement or applicable law.

Any amounts disbursed by the Lender pursuant to this Paragraph 4, with interest thereon, at the rate of twelve percent
(12%) per annum, shall become additional indebtedness of the Borrower secured by this Mortgage. Unless the Borrower and
the Lender agree to other terms of payment, such amounts shall be payable upon notice from the Lender to the Borrower
requesting payment thereof. Nothing contained in this Paragraph 4 shall require the Lender to incur any expense or take any
action hereunder.

5. **Inspection.** The Lender may make or cause to be made reasonable entries upon and inspections of the Property;
provided that the Lender shall give the Borrower notice prior to any such inspection specifying reasonable cause therefor
related to the Lender's interest in the Property.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any
condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned
and shall be paid to the Lender, subject to the terms of any mortgage, deed or trust or other security agreement with a lien
which has priority over this Mortgage.

OR BK 1144 PG 422

7. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by the Lender to any successor in interest of the Borrower shall not operate to release, in any manner, the liability of the original Borrower and the Borrower's successors in interest. The Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and the Borrower's successors in interest. Any forbearance by the Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

8. Notice. Except for any notice required under applicable law be given in another manner: (a) any notice to the borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or registered mail, postage prepaid, addressed to the Borrower at the Property address or at such other address the Borrower may designate by notice to the Lender as provided herein, and (b) notice to the Lender shall be given by certified or registered mail, postage prepaid, to the Lender's address stated on page 1 hereof, or to such other address as the Lender may designate by notice to the Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to the Borrower or the Lender when given in the manner designated herein.

9. Governing Law; Severability; Costs. This Mortgage shall be governed by the laws of the State of Florida, and, to the extent applicable hereto, the laws and regulations of the United States of America. In the event that any portion or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this and the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses", and "attorneys' fees", include all sums to the extent not prohibited by applicable law or limited herein.

10. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

11. Transfer of the Property. If all or any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Borrower is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if the Property is leased or rented, all sums secured by this Mortgage shall immediately become due and payable as provided herein. However, in the event of death of the Borrower(s) this mortgage will be forgiven.

Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given as provided in Paragraph 8 hereof within which the Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Mortgage without further notice or demand on the Borrower.

12. Acceleration Remedies. Except as provided in Paragraph 14 hereof, upon the Borrower's breach of any covenant or agreement of the Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or in the event that the Borrower shall have made material misrepresentations or material omissions in his/her/their application for this Loan, the Lender, at the Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Prior to acceleration of this Mortgage, the Lender shall give notice to the Borrower as provided in Paragraph 8 hereof specifying (1) the breach (if the breach is curable); (2) the action required to cure such breach; (3) a date, not less than ten (10) days from the date the notice is mailed to the Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and the sale of the Property. The Notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. The Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of the documentary evidence, abstracts and title reports.

13. Borrower's Right to Reinstate. Notwithstanding the Lender's acceleration of the sums secured by this Mortgage due to the Borrower's breach, the Borrower shall have the right to have any proceedings begun by the Lender to enforce this Mortgage discontinued at any time prior to entry of a judgement enforcing this Mortgage if: (a) the Borrower pays the Lender all sums which would be due under this Mortgage and the Note had no acceleration occurred; (b) the Borrower cures all breaches of any other covenants or agreements of the Borrower contained in this Mortgage; (c) the Borrower pays all reasonable expenses incurred by the Lender in enforcing the covenants and agreements of the Borrower contained in this Mortgage, and in enforcing the remedies as provided in Paragraph 25 hereof, including, but not limited to, reasonable attorney's fees and court costs; and (d) the Borrower take such action as the Lender any reasonably require to assure that the lien of this Mortgage, the Lender's interest in the Property and the Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by the Borrower, this Mortgage and the obligation secured hereby shall remain in full force and effect as if no acceleration had occurred.

14. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

15. Attorney's Fees. As used in this Mortgage and in the Note, "Attorneys' Fees" shall include attorneys' fees, if any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

16. Inferior Mortgage Status. This Mortgage is expressly made subject and subordinate to the terms and conditions specified in any prior mortgage of record made by Borrower. If any provision of the Promissory Note or this mortgage conflicts with any provision of any prior notes or mortgages of record the terms and provision of the prior notes and mortgages of record shall govern. In the event of a foreclosure or a deed in lieu of foreclosure of any prior mortgage, and provision herein or in any collateral agreement restricting the use of the Property or restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the property. Any person, including his successors and assigns (other than the Borrower or a related entity or person to the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of any prior mortgage shall receive title to the Property free and clear from such restrictions. Furthermore, if the prior Lender acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Mortgage shall automatically terminate upon the prior Lender's acquisition of title.

SIGNATURE PAGE IS AS FOLLOWS:

OR BK 1144 PG 423

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or the foreclosure action.

IN WITNESS WHEREOF, the Borrower has executed this Mortgage.

NOTICE TO BORROWER

DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES. ALL SPACES SHOULD BE COMPLETED BEFORE THE SIGNING.

Signed, sealed and delivered in the presence of:

Witness Signature: Shelia D. Jackson
Print Name: Shelia D. Jackson
Date: 11-13-08

Borrower: Margaret R. Owens
signature
Print Name: Margaret R. Owens
Address: 406 SE 5th St.
Williston FL 32696

Witness Signature: Carl A. ...
Print Name: Carl A. ...
Date: 11-13-08

Borrower: _____
signature
Print Name: _____
Address: _____

ACKNOWLEDGMENT NOTARY

STATE OF FLORIDA

COUNTY OF

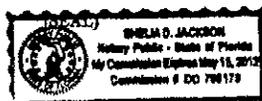
The foregoing was acknowledged before me this 13 day of November, 2008, by Margaret R. Owens, who is personally known to me or who has produced a valid driver's license as identification and who did not take an oath.

Signature: Shelia D. Jackson
Name: Shelia D. Jackson
(type, print or stamp)

Notary Public
My Commission expires:

This instrument was prepared by and please return to:

Shelia Jackson
SHIP Dept.
P.O. Box 308
Bronson FL



c:\office\wpwin\wpdocs\forms\mtg2hd.

OR BK 1144 PG 424

EXHIBIT 11

REHABILITATION COST PROMISSORY NOTE

DATE: 11-13-2008

AMOUNTS 10,000.00

PROPERTY ADDRESS: 4106 SE 5th Street, Williston, FL 32694

Borrower's Name: Margaret Roberta Owens CASE # Rehab #12

FOR VALUE RECEIVED, the undersigned (called the "BORROWER") jointly and severally promise(s) to pay to the order of LEVY COUNTY, FLORIDA (called "the COUNTY"), the sum of Ten thousand and 00/100 Dollars (\$ 10,000.00). No interest on this note shall be paid by BORROWER.

As long as the BORROWER continues to own the property described in the mortgage securing this note and the BORROWER continues to live on this property, then on each of the first ten (10) anniversaries of the date of this note ten (10%) percent of the amount owed on this note will automatically be forgiven and will not have to be repaid. If these two conditions continue for a full ten (10) years, no part of this note will have to be paid.

HOWEVER, if the title of this property is transferred to another party and/or the BORROWER ceases to occupy it as his/her/their primary residence during the compliance period, then the REMAINING BALANCE of this note becomes due and payable to the LEVY COUNTY BOARD OF COMMISSIONERS. In the event of the BORROWER(S) death the subsequent mortgage will be forgiven.

The BORROWER(S) covenants that the information BORROWER(S) provided on the Down Payment/Closing Cost and Rehabilitation Assistance Program Application and Reservation Form and on the "Florida Housing Finance Agency State Housing Initiatives Partnership (SHIP) Program Income Certification" Form is true and accurate. If the County determines that BORROWER(S) fraudulently provided false information, the face amount of this note shall immediately become due and payable.

If this note becomes due and payable, and the COUNTY has to file a suit in order to have this note paid, the BORROWER(S) will also have to pay the costs of that suit, including all reasonable attorney fees.

Demand, protest, and notice of demand or protest are not required if this note becomes due and payable.

Witness Shelia D. Jackson 11-13-08
Date

Margaret R. Owens
Borrower Date
Print Name Margaret R. Owens

Witness Carl D. Timmons 11-13-08
Date

Witness _____ Date _____

Borrower _____ Date _____
Print Name: _____

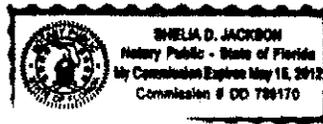
Witness _____ Date _____

STATE OF FLORIDA
COUNTY OF LEVY

I HEREBY CERTIFY, that on the 13 day of November A.D. 2008, before me, the undersigned authority, personally appeared Margaret R. Owens, known to me to be the person(s) described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be his/her/their free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the date aforesaid.

IDENTIFICATION USED: Drivers License
Shelia D. Jackson
NOTARY PUBLIC



My commission Expires: May 15, 2012

This instrument was prepared by:
Name: Shelia D. Jackson
P.O. Box 302 Bensen FL 32121

c:\office\wpwin\wpdocs\forms\exhibit.11

Prepared by and return to:
Jennifer L. Munden
Norm D. Fugate, P.A.
P. O. Box 98
Williston, FL 32696
352-528-0019
File Number: 2328-002

_____[Space Above This Line For Recording Data]_____

PARTIAL RELEASE OF MORTGAGE

The undersigned, Levy County, Florida, owner(s) and holder(s) of a Mortgage (and of the indebtedness secured by it) made by Roberta Owens, a single woman, recorded in Official Records Book 1144, Page 421, of the Public Records of Levy County, Florida, (the "Mortgage"), for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do release therefrom the following-described real estate (the "Real Property"), situate, lying and being in the above-named County, Florida:

Lots 15 and 16, Block 8 of OAK VILLA, according to the Plat thereof as recorded in Plat Book 1, Page(s) 39, of the Public Records of LEVY County, Florida.

Parcel Identification Number: 05820-000-00 (A portion thereof)

Together with all personal property, improvements, equipment and fixtures now located thereon, and all easements, privileges and rights benefiting the Real Property which are subject to the lien of the Mortgage.

HOWEVER, it is expressly understood and agreed that this partial release does not in any way affect the lien of the Mortgage, as to the remainder of the property described therein.

Witness my/our hand(s) and seal(s), on May 19, 2016.

Signed, sealed and delivered in our presence:

Levy County Board of Commissioners

By: _____

Witness Name: _____

Witness Name: _____

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me on this ____ day of June, 2016, by _____, as _____ of the Levy County Board of Commissioners, being personally known to me or having produced a Driver's license(s) as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____