

AMENDMENT NO. 2 TO AGREEMENT

THIS AMENDMENT TO AGREEMENT entered into this _____ day of _____, 2018, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **NASSAU COUNTY HABITAT FOR HUMANITY, INC.**, a Florida not-for-profit corporation, hereinafter referred to as Habitat”.

FOR AND IN CONSIDERATION of ten and no/100 dollars (\$10.00) and other mutually agreed upon consideration, the parties agree as follows:

1. Pursuant to Ordinance No. 2000-49, parcel #00-00-31-1800-0062-0012 was conveyed to Habitat on March 21, 2001, as recorded in OR Book 976, Page 1911.
 - i. The property is to be used solely for the construction of affordable housing for low or moderate income individuals.
 - ii. That construction of said housing was to have begun within twelve (12) months of the donation. Habitat was granted an extension by the Board of County Commissioners to September 30, 2018 for the completion of construction by Habitat of an affordable home on parcel #00-00-31-1800-0062-0012 located at 601 Calhoun Street, Fernandina Beach, Florida.
 - iii. Habitat has requested an additional extension to September 30, 2019 for the completion of construction by Habitat of an affordable home on said parcel.
2. The not-for-profit corporation will assume full responsibility for construction of the home in compliance with appropriate building codes.
3. The Board of County Commissioners of Nassau County, Florida hereby grants an extension to September 30, 2019 for the completion of construction by Habitat of an affordable home of parcel #00-00-31-1800-0062-0012 located at 601 Calhoun Street, Fernandina Beach, Florida.

4. Habitat shall provide the reports set forth in Paragraph 3 of the original agreement attached hereto as Exhibit "A".
5. Habitat accepts the terms of this Amendment and agrees to be bound by the Amendment.
6. Should Habitat breach the provisions of this Amendment, the property shall immediately be re-conveyed to the County at Habitat's expense.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

PAT EDWARDS
Its: Chairman

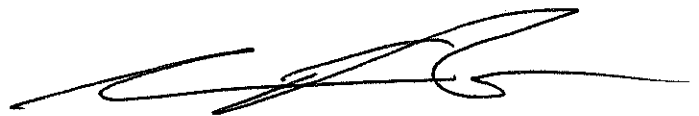
ATTEST AS TO CHAIRMAN'S SIGNATURE:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the Nassau County Attorney:

MICHAEL S. MULLIN

NASSAU HABITAT FOR HUMANITY, INC.,
A Florida not-for-profit corporation



ALVARO PERTUZ
Its: President

EXHIBIT "A"

A G R E E M E N T

THIS AGREEMENT entered into this 19th day of March, 2001, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "County", and NASSAU HABITAT FOR HUMANITY, INC., a Florida not-for-profit corporation, hereinafter referred to as "Habitat".

FOR and IN CONSIDERATION of ten and no/100 dollars (\$10.00) and other mutually agreed upon consideration, the parties agree as follows:

1. Any properties conveyed to Habitat pursuant to Ordinance No. 2000-49, shall be subject to the following conditions:

i. The property be used solely for the construction of affordable housing for low or moderate income individuals;

ii. That construction of said housing begin within twelve (12) months of the donation, unless such time is extended by the Board of County Commissioners;

iii. Construction completed within eighteen (18) months of donation;

iv. The not-for-profit corporation will assume full responsibility for construction of the homes in compliance with appropriate building codes; and

v. If construction does not commence within the time frame provided by the Board of County Commissioners, the property will be re-conveyed to the County at no cost to the County.

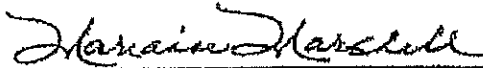
2. Habitat accepts the terms of this Agreement and agrees to be bound by said Agreement.

3. Habitat shall provide reports to the Board of County Commissioners regarding each property that is conveyed. Those reports shall be provided to the County Coordinator every six (6) months and shall include:

1. Status report as to construction on the property, (including expected dates of completion).

4. Should Habitat breach the provisions of this Agreement, the property shall immediately be re-conveyed to the County at Habitat's expense.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



MARIANNE MARSHALL,
Its: Chairman

ATTEST:



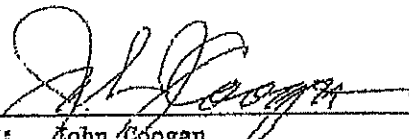
J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

NASSAU HABITAT FOR HUMANITY,
INC., a Florida not-for-
profit corporation



BY: John Cogan
Its: President

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