

**THIRD AMENDMENT TO THE
AGREEMENT BETWEEN MARION COUNTY AND HOMEOWNER
FOR STATE HOUSING INITIATIVES PARTNERSHIP
HOUSING REHABILITATION**

THIS THIRD AMENDMENT to the Agreement ("the Agreement") is made and entered into by and between **Aubery D. Jacobs A.K.A. Aubrey Jacobs**, whose address is 7629 SE 36th Ave, Ocala, FL 34480, (hereinafter referred to as "HOMEOWNER") and **Marion County**, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY"), individually referred to as "Party" and collectively as "Parties.").

WITNESS ETH

WHEREAS, pursuant to the Agreement, HOMEOWNER'S home has been demolished, removed and replaced (the "Project") under the Local Housing Assistance Plan (LHAP); and

WHEREAS, the HOMEOWNER has requested the COUNTY to modify certain terms of the Agreement and its prior amendments, and the COUNTY is agreeable thereto; and

WHEREAS, the Parties wish to restate the modified terms of the Agreement to reflect their current understanding.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. COUNTY has agreed to provide HOMEOWNER up to \$150,000.00 in COUNTY SHIP funds for the Project, and COUNTY has already expended \$123,336.73 in COUNTY SHIP funds to pay off the HOMEOWNER's First Mortgage and purchase a new Mobile Home for HOMEOWNER pursuant to the Agreement. In order to provide HOMEOWNER with additional flexibility in the use of insurance proceeds and charitable donations regarding Project expenses, HOMEOWNER is no longer required to provide COUNTY with copies of receipts for HOMEOWNER's expenses relating to the Project.
2. The Parties agree that the remaining COUNTY SHIP funds balance of \$26,663.27 must be expended toward the replacement mobile home's set up, which will result in the issuance of a Certificate of Occupancy and address the following specific unfinished items:
 - 1) Mobile Home Delivery/set up
 - 2) Electrical and plumbing related HVAC, Well, and Septic
 - 3) HVAC
 - 4) Steps for entry and exit doors
 - 5) Concrete driveway apron
 - 6) Manufactured Skirting
 - 7) Any other items required for a Certificate of Occupancy, including but not limited to those not specifically listed above.
3. The COUNTY will pay the Licensed Contractor / vendors directly for the above-

referenced unfinished set up items up to a maximum of \$26,663.27, upon receipt of an invoice by the Licensed Contractor / vendors and any additional costs related to the completion of the Project that exceed the \$26,663.27 maximum COUNTY payment, shall be solely and exclusively the HOMEOWNER's responsibility.

4. All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

(Remainder of page intentionally left blank. Signature page follows.)

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers on the date of the last signature below.

ATTEST:

MARION COUNTY, a political subdivision of the state of Florida

Gregory C. Harrell
Clerk of Court

By:_____
Kathy Bryant
Chairman

Date:_____

Date:_____

FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

for : _____
Matthew Minter
County Attorney

HOMEOWNER

Aubrey Jacobs
Signature Date

Aubrey Jacobs
Printed Name: Aubrey D. Jacobs A/K/A
Aubrey D. Jacobs

WITNESS:

Helen Urie 9/25/25
Signature Date

Helen Urie
Printed Name