

**AFFORDABLE HOUSING DEVELOPMENT AGREEMENT BETWEEN
SEMINOLE COUNTY AND HABITAT FOR HUMANITY OF SEMINOLE COUNTY
AND GREATER APOPKA, FLORIDA, INC.
FOR GENERAL HOUSING TRUST FUND AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, hereinafter referred to as the “COUNTY”, and **HABITAT FOR HUMANITY OF SEMINOLE COUNTY AND GREATER APOPKA, FLORIDA, INC.**, a Florida Not for Profit corporation, whose mailing address is 251 Maitland Ave, Suite 312, Altamonte Springs, Florida 32701, hereinafter referred to as “DEVELOPER”.

W I T N E S S E T H:

WHEREAS, Seminole County Board of County Commissioners established the General Housing Trust fund on March 23, 2021; and



WHEREAS, Section 40.9 Seminole County Code, as amended, has designated the general Housing Trust Fund (hereinafter, “Trust Fund”) to be used for the production of Affordable Housing and has allocated trust fund monies to COUNTY in furtherance of its goal of encouraging the production of decent, safe, sanitary, and affordable housing for all of the citizens of Seminole County; and

WHEREAS, DEVELOPER is a corporation duly authorized to conduct business in the State of Florida, and is engaged in the acquisition, construction, and sale of affordable housing; and

WHEREAS, DEVELOPER has previously entered into an agreement (hereinafter, “First Phase Agreement”) with COUNTY to fund the development of utility infrastructure to serve the affordable housing contemplated by this Agreement; and

WHEREAS, pursuant to section 5(b) of the First Phase Agreement, this Agreement represents the “second phase” of funding to effectuate vertical construction of affordable housing; and

WHEREAS, DEVELOPER requests, and COUNTY agrees, to provide funding to DEVELOPER for the development of affordable housing, under the General Housing Trust Fund.

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the Parties and for the mutual benefit of COUNTY and DEVELOPER, the Parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of the Agreement upon which the Parties have relied.

Section 2. Definitions.

(a) “Acceptable to COUNTY” means that the work product was completed in accordance with this Agreement and as reasonably requested by COUNTY.

(b) “Affordable Home” means a new, single-family home(s) for sale to an Income Qualified family, as described in Exhibit A – Scope of Services.

(c) “Affordability Period” means thirty (30) years from the execution of this Agreement.

(d) “Cause” includes, but is not limited to, misuse of Funds, fraud, lack of compliance with applicable rules, laws, regulations, and guidance, failure to perform on time, failure to comply with the express terms of this Agreement, or refusal to permit public access to any public record, defined by and subject to disclosure under Chapter 119, Florida Statutes, as amended.

(e) “CS Administrator” means COUNTY’s Community Services Department Director or his/her designee.

(f) “Fund” means the General Housing Trust Fund.

(g) “Improper Payment” includes any payment that should not have been made or any payment made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.

(h) “Low Income families” are defined as families whose incomes do not exceed eighty percent (80 %) of the median family income within the Orlando Metropolitan Statistical Area.

(i) “Lot(s)” means the ten (10) subdivided lots on the Property, the assigned address are:

1. 724 Sarita Avenue, Sanford, Florida 32773
2. 730 Sarita Avenue, Sanford, Florida 32773
3. 736 Sarita Avenue, Sanford, Florida 32773
4. 919 W. 25th Street, Sanford, Florida 32771
5. 913 W. 25th Street, Sanford, Florida 32771
6. 907 W. 25th Street, Sanford, Florida 32771
7. 901 W. 25th Street, Sanford, Florida 32771
8. 748 Sarita Avenue, Sanford, Florida 32773
9. 943 W. 25th Street, Sanford, Florida 32771
10. 754 Sarita Avenue, Sanford, Florida 32773

(j) “Party” means COUNTY or DEVELOPER; “Parties” mean COUNTY and DEVELOPER.

(k) “Property” means the real property parcel, which is described as follows:

W 25th St., Sanford, Florida 32771

Legal Description:

LOTS 1 2 3 4 + 28 TO 35 BLOCK 10 DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 90 AND 91, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification: 01-20-30-504-1000-0010

LOTS 6 7 8 9 +10 BLOCK 10 DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 90 AND 91, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification: 01-20-30-504-1000-0060

LOT 4, BLOCK 3, SAN SEM KNOLLS 1ST ADD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 65, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification: 36-19-30-518-0300-0040

LOT 5, BLOCK 10, DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 90 AND 91, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification: 01-20-30-504-1000-0050

(l) “Very Low-Income families” are defined as families whose incomes do not exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area.

Section 3. Term. The effective date of this Agreement is the date the County executes this Agreement and expires on March 31, 2027 (“Term”), unless terminated earlier in accordance with this Agreement.

Section 4. Statement of Work.

(a) DEVELOPER must, in a manner satisfactory to COUNTY, subdivide, and construct and manage the development of Affordable Homes on the Property (“Project”), as described in Exhibit A – Scope of Services, attached to and incorporated in this Agreement. Prior to completing work on the Project, DEVELOPER must execute, and COUNTY will record in the public records of Seminole County, a Mortgage Deed and Promissory Note, and a Restrictive Use Covenant, in

the form of Exhibits B and C, attached to and incorporated in this Agreement, encumbering the Property. DEVELOPER may only commence work on the Project after: (1) written confirmation to the COUNTY by the DEVELOPER showing that all applicable permits and other required documentation is approved by the jurisdiction and Exhibits B and C have been recorded; and (2) COUNTY's issuance of a Notice to Proceed. Upon COUNTY's issuance of a Notice to Proceed, DEVELOPER must promptly commence work under this Agreement but must do so no later than May 1, 2026.

(b) This is a reimbursement Agreement. COUNTY will review invoices with supporting documentation and if approved, reimburse DEVELOPER up to a maximum of EIGHT HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED SIXTEEN AND NO/100 DOLLARS (\$853,116.00) ("Award Amount") complete disbursement of funds by COUNTY to HABITAT will be further contingent upon satisfying all permit requirements and inspections.

(c) DEVELOPER is only eligible for reimbursement for expenditures made during the Term, as authorized by this Agreement.

(d) DEVELOPER agrees to have no actual or perceived conflicts of interest in DEVELOPER's procurement of suppliers for the services under this Agreement.

(e) The Funds provided by COUNTY to DEVELOPER under this Agreement must be used by DEVELOPER as outlined in Exhibit A – Scope of Services, attached to and incorporated in this Agreement.

(f) The COUNTY's performance and obligation to reimburse under this Agreement is contingent on the availability of Funds and is subject to any modification, including withholding all or part of the reimbursements, in COUNTY's sole discretion. For the avoidance of doubt, there

is no guarantee that DEVELOPER may receive all or part of the reimbursements for expenditures under this Agreement.

(g) If the DEVELOPER receives additional grant funding from any governmental entity for allowable expenditures specified in this Agreement, DEVELOPER must notify the COUNTY pursuant to Section 18, Notice, prior to the receipt of such funding.

(h) DEVELOPER may not obtain or incur a duplication of benefits from any other governmental entity, including COUNTY, for the Project.

Section 5. Sale of Affordable Homes.

(a) Within ninety (90) calendar days of completing the Project, DEVELOPER must, without regard to race, color, religion, sex, national origin, familial status, sexual orientation, age, gender identity, or disability, locate an Income Qualified family, for each individual lot, interested in purchasing the Affordable Home, and provide the information of the Income Qualified family to COUNTY in writing. The Income Qualified family may not include DEVELOPER's directors, officers, employees, agents, consultants, members, family members, or subcontractors.

(b) Within ninety (90) calendar days of commencing the Project, DEVELOPER must make best efforts to assist Income Qualified families in securing loans to purchase the Affordable Homes for each lot. If DEVELOPER is not successful despite DEVELOPER's best efforts, as evidenced through documentation, COUNTY will make best efforts to assist Income Qualified families in securing loans. For the avoidance of doubt, it is ultimately each Income Qualified family's sole responsibility to secure a lender. Once approved by a lender, COUNTY will confirm whether each family is Income Qualified. If a family is not Income Qualified, COUNTY will request DEVELOPER restart the process to find a family that is Income Qualified.

(c) After confirming a family is Income Qualified, COUNTY will issue a commitment letter to the Income Qualified family stating that Funds have been allocated internally. However, allocation of Funds does not guarantee financial assistance to the Income Qualified family.

(d) DEVELOPER must sell each Affordable Home, pursuant to a sales contract, to an Income Qualified family in an amount not-to-exceed FIVE HUNDRED TEN THOUSAND NINE HUNDRED THIRTY-NINE AND NO/100 DOLLARS (\$510,939.00) or the appraised value of the Affordable Home, whichever is less. In a Rider/Attachment incorporated in the DEVELOPER's sales contract, DEVELOPER must require each Income Qualified family to execute a mortgage deed and promissory note in favor of COUNTY and such Rider/Attachment must include, at minimum, the following information: the value of the property and the sales price, residency and recapture provisions, and the Affordability Period for the Income Qualified family. Within sixty (60) calendar days prior to anticipated issuance of a certificate of occupancy, DEVELOPER must provide all pre-closing documents, including a copy of the appraisal and the sales contract, to COUNTY, and any other information and documents required by COUNTY. After DEVELOPER provides COUNTY with the required pre-closing documents, COUNTY will prepare the General Housing Trust Fund Mortgage Deed and Promissory Note substantially in the form as Exhibit H, attached to and incorporated in this Agreement, in the name of the Income Qualified family and will bring the documents to closing.

(e) At or before the time of closing, DEVELOPER must repay COUNTY the Award Amount. COUNTY will use the Award Amount to provide the Income Qualified family closing costs and up to twenty percent (20%) of the sales price for down payment assistance. DEVELOPER's net profit under this Agreement will be the difference between the Award Amount and the sales price of the Affordable Home.

(f) At the closing for of each Lot, COUNTY will require the Income Qualified family to execute the documents in Exhibit H – Mortgage Deed and Promissory Note. Once each of the ten (10) Lots on the Property has been sold to an Income Qualified Family, COUNTY will satisfy the recorded mortgage deed and promissory note between DEVELOPER and COUNTY.

Section 6. County Assistance. When requested by DEVELOPER, the CS Administrator will be available as time permits, to provide general guidance as it pertains to this Agreement; however, this provision will not be deemed to relieve DEVELOPER of any terms and conditions set forth in this Agreement, as it is DEVELOPER's sole responsibility to read and understand the obligations set forth in this Agreement prior to execution.

Section 7. Invoicing. To obtain reimbursement for expenditures authorized by this Agreement, DEVELOPER must complete Exhibit D – Application and Request for Payment, attached to and incorporated in this Agreement, and must submit the reimbursement request monthly in electronic form through the COUNTY's designated software provider, unless specified otherwise by COUNTY in writing. COUNTY will provide DEVELOPER written instructions as to how DEVELOPER may submit invoices and supporting documentation electronically. DEVELOPER's reimbursement requests must include detailed documentation and detailed receipts to justify and support DEVELOPER's request.

Section 8. Recapture of Expenses.

(a) COUNTY will only provide reimbursements for expenditures the COUNTY provisionally determines are eligible in accordance with this Agreement. However, COUNTY's provisional determination that an expenditure is eligible does not relieve DEVELOPER of its duty

to repay COUNTY in full for any expenditures that are later determined by COUNTY to be ineligible expenditures. This provision survives the Term of the Agreement.

(b) If requested by COUNTY return of Improper Payments under this Agreement are to be made payable to the order of Seminole County and mailed directly to COUNTY pursuant to Section 18, Notice and this Agreement.

(c) If a check or other draft is returned, DEVELOPER shall pay COUNTY a service fee representing the actual cost incurred, if any, by COUNTY as a result of returned check or draft.

Section 9. COUNTY Responsibilities. COUNTY will review the detailed documentation and detailed receipts provided by DEVELOPER during the Term as part of DEVELOPER's reimbursement requests in accordance with this Agreement. If approved, COUNTY will reimburse DEVELOPER for expenditures incurred in accordance with this Agreement. In the event the review identifies ineligible expenditures, DEVELOPER's expenditures will not be eligible for reimbursement.



Section 10. Insurance.

(a) DEVELOPER, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. DEVELOPER shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) DEVELOPER shall be responsible for any uninsured or underinsured subcontractors and sub-vendors retained by DEVELOPER to perform project services. DEVELOPER shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the

limits specified in this Agreement until the completion of their respective services. Subcontractors and sub-vendors shall provide a Certificate of Insurance on an Acord form evidencing Seminole County, Florida, its officials, officers, and employees, as additional insured by policy endorsement under any General Liability, Umbrella Liability, Pollution Liability, or Business Auto Liability policies required by this Agreement.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by DEVELOPER will relieve DEVELOPER of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by DEVELOPER in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of DEVELOPER.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then DEVELOPER shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and DEVELOPER shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of DEVELOPER or any other party.

(b) General Requirements.

(1) Before commencing work, DEVELOPER shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative

of the insurer evidencing the insurance required by this Section and Exhibit J, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence, and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, DEVELOPER shall provide COUNTY with a renewal or replacement Certificate of Insurance before the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, DEVELOPER shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by DEVELOPER.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the

insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under any General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies required by this Agreement. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(6) Coverage: The insurance provided by DEVELOPER pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by DEVELOPER.



(7) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(8) Provision: Commercial General Liability and Umbrella Liability Policies required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance

Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A- "or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then DEVELOPER shall immediately notify COUNTY as soon as DEVELOPER has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as DEVELOPER has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, DEVELOPER will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of DEVELOPER, DEVELOPER, at DEVELOPER's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit J. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by DEVELOPER and must be maintained in force until final

completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) DEVELOPER's insurance must cover DEVELOPER and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by DEVELOPER under Part Two of the standard Workers' Compensation Policy must be:

\$ 1,000,000.00	(Each Accident)
\$ 1,000,000.00	(Disease-Policy Limit)
\$ 1,000,000.00	(Disease-Each Employee).

(D) If DEVELOPER asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2023), as this statute may be amended from time

to time, DEVELOPER shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY's approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or DEVELOPER, including DEVELOPER, using an employee leasing company must complete the COUNTY's Leased Employee Affidavit.

(2) Commercial General Liability.

(A) DEVELOPER's insurance must cover DEVELOPER for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If DEVELOPER's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by DEVELOPER are:

\$ 1,000,000 Per Occurrence

\$ 2,000,000 General Aggregate

\$ 2,000,000 Products and Completed Operations

\$ 1,000,000 Personal and Advertising Injury.

(3) Business Auto Policy.

(A) DEVELOPER's insurance must cover DEVELOPER for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event DEVELOPER does not own automobiles, DEVELOPER shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by DEVELOPER are:

\$1,000,000 Combined Single Limit.

(4) Pollution Liability.

(A) DEVELOPER's insurance must cover DEVELOPER for all of the following:

1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.
2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.
3. Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

(B) If DEVELOPER is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

(C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

(D) The minimum limits to be maintained by DEVELOPER are:
\$1,000,000 per claim/occurrence.

(5) Crime and Employee Dishonesty Liability.

(A) DEVELOPER shall maintain Commercial Crime Coverage including Employee Dishonesty coverage protecting the interests of COUNTY subject to this Agreement from fraudulent acts of DEVELOPER's employees and others. Coverage must include ISO Form CR 04 01, Client's Property endorsement, or comparable form. Coverage limits must not be less than the amount specified in Exhibit J. The policy must include as loss payee Seminole County, Florida on applicable coverage.

(B) The minimum limits to be maintained by DEVELOPER are:
\$50,0000 per occurrence.

(6) Builders Risk.

(A) DEVELOPER shall provide All Risk Coverage no more restrictive than that afforded by the latest edition of Insurance Services Office Forms CP 00 20 and CP 10 30 and include COUNTY as loss payee under the policy.

(B) The minimum limits to be secured by DEVELOPER are 100% of the completed value of the structure with a maximum deductible of \$10,000.00 per claim (maximum 5% Named Windstorm deductible) unless otherwise approved by COUNTY.

(C) The policy must be endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the buildings, additions, or structures in the course of construction will not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that Builder's Risk coverage will continue to apply until final acceptance of the buildings, additions, or structures by purchaser.

(D) Exclusions for design errors or defects, theft, earth movement, and rainwater will be removed.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting DEVELOPER's liability under the provisions of Section 12 concerning indemnification or any other provision of this Agreement.

Section 11. Indemnification.

(a) DEVELOPER will hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type or nature which COUNTY may sustain, suffer or incur, or be required to pay by reason of the loss of any monies paid to DEVELOPER or whomsoever resulting out of DEVELOPER's fraud, defalcation, dishonesty, or failure of DEVELOPER to comply with applicable laws or regulations; or by reason of, or as a result of any willful or negligent act or omission of DEVELOPER in the performance of this Agreement or any part of this Agreement, or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each Party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that Party and the officers, employees, and agents of that Party.

(c) The Parties further agree that nothing contained in this Agreement will be construed or interpreted as denying to any Party any remedy or defense available to the Parties under the laws of the State of Florida, nor as a waiver of COUNTY's sovereign immunity and the limitation of damages as provided in Section 768.28, Florida Statutes, as amended.

Section 12. Liability. COUNTY will not be liable to any person, firm, entity, or corporation who contracts with or who provides goods or services to DEVELOPER in connection with the Project, whether for compensation or provided by donation, or for debts or claims accruing to such parties against DEVELOPER. This Agreement does not create a contractual relationship, either express or implied, between COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to DEVELOPER.

Section 13. Default. If any of the following Events of Default occur, COUNTY has the option to exercise any of its remedies set forth in Section 14, Remedies. Events of Default, include:

(a) If any warranty or representation made by DEVELOPER in this Agreement becomes false or misleading in any respect, or if DEVELOPER fails to keep or perform any of the obligations, terms or covenants in this Agreement and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any reports required by this Agreement have not been submitted to COUNTY timely or have been submitted with incorrect, incomplete, or insufficient information; or

(c) If DEVELOPER has failed to perform and complete on time any of its obligations under this Agreement.

Section 14. Remedies. If an Event of Default occurs, then COUNTY may, after thirty (30) calendar days written notice to DEVELOPER and upon DEVELOPER's failure to cure within thirty (30) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement in accordance with Section 15;
- (b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold, suspend allocation of, or require repayment of all or any part of the Funds;
- (d) Require that DEVELOPER repay COUNTY any Funds reimbursed for ineligible expenditures under the laws, rules, regulations, or guidance governing the use of these Funds, including this Agreement;



- (e) Exercise any corrective or remedial actions, to include but not be limited to:
 - (1) request additional information from the DEVELOPER to determine the reasons for or the extent of non-compliance or lack of performance,
 - (2) issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - (3) advise the DEVELOPER to suspend, discontinue, or refrain from incurring costs for any activities in question,
 - (4) require the DEVELOPER to repay COUNTY for the amount of costs incurred for any items determined to be ineligible, or
- (f) The COUNTY may exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not prevent COUNTY from pursuing any other

remedies in this Agreement or provided at law or in equity. If COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by DEVELOPER, it will not affect, extend or waive any other right or remedy of COUNTY, or affect the later exercise of the same right or remedy by COUNTY for any other default by DEVELOPER.

Section 15. Termination.

(a) The COUNTY may terminate this Agreement for Cause after thirty (30) calendar days written notice to DEVELOPER.

(b) The COUNTY may terminate this Agreement immediately for convenience when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results, by providing DEVELOPER with written notice.

(c) The Parties may agree in writing to terminate this Agreement for their mutual convenience.



(d) In the event this Agreement is terminated, if DEVELOPER incurs new obligations after DEVELOPER has received the notice of termination, COUNTY will not provide reimbursements to DEVELOPER under this Agreement.

Section 16. Employee Status. Persons employed by DEVELOPER in the performance of this Agreement are not deemed to be the employees or agents of COUNTY, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY. Persons employed by COUNTY in the performance of services and functions pursuant to this Agreement are not deemed to be the employees or agents of DEVELOPER, nor do these employees have any claims to pensions, workers' compensation,

unemployment compensation, civil service, or other employee rights or privileges granted to DEVELOPER's officers and employees either by operation of law or by DEVELOPER.

Section 17. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth below, or such other address or to such other person as the Party may have specified by written notice to the other Party delivered according to this Section:

As to COUNTY:

Attention: Financial Grants Administrator
Seminole County Resource Management, Grants Program
1101 E. 1st Street
Sanford, Florida 32771-1468



With a COPY to:

Attention: Community Services Director
Seminole County Community Services
520 W. Lake Mary Boulevard, Suite 100
Sanford, Florida 32773

As to DEVELOPER:

Attention: Executive Director
Habitat for Humanity of Seminole County and Greater Apopka, Florida, Inc.
251 Maitland Ave, Suite 312
Altamonte Springs, Florida 32701

Section 18. Parties Bound. This Agreement is binding upon and inures to the benefit of the Parties, and their successors and assigns.

Section 19. Conflict of Interest.

(a) The Parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other Party or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes, as amended, relating to ethics in government.

(b) DEVELOPER hereby certifies that no officer, agent, or employee of DEVELOPER has any material interest (as defined in § 112.312(15), Florida Statutes), as amended, as over five percent (5%) ownership either directly or indirectly, in the business of COUNTY to be conducted here, and that no such person will have any such interest at any time during the Term.

(c) Each Party has the continuing duty to report to the other Party any information that indicates a possible violation of this Section.

Section 20. Dispute Resolution.



(a) In the event of a dispute related to performance under this Agreement, the Parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies.

(b) In the event that COUNTY administrative dispute resolution procedures are exhausted, either Party to this Agreement may notify the other Party, in writing, that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The Parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) calendar days following the date of the notice. In the event that any dispute cannot be resolved by mediation, the dispute may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida, which is the sole venue for any such civil action. The Parties further agree that any such

action will be tried before the Court, and the Parties hereby waive the right to jury trial as to such action.

Section 21. Public Records Law.

(a) DEVELOPER acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, to release public records to members of the public upon request. DEVELOPER acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, in the handling of the public records created under this Agreement and that this statute controls over the terms of this Agreement. Upon COUNTY's request, DEVELOPER will provide COUNTY with all requested public records in DEVELOPER's possession or will allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs provided under Chapter 119, Florida Statutes, as amended.

(b) DEVELOPER specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, as amended, with regard to public records and must:

(1) keep and maintain public records, including those relating to the sale of the Affordable Home, that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement for five (5) years after the Affordability Period ends;

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) Unless specified elsewhere in this Agreement, five (5) years after the end of the Affordability Period, DEVELOPER will transfer, at no cost to COUNTY, all public records in possession of DEVELOPER, or keep and maintain public records required by COUNTY under this Agreement. If DEVELOPER transfers all public records to COUNTY, DEVELOPER must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If DEVELOPER keeps and maintains the public records, DEVELOPER must meet all applicable requirements for retaining public records. Upon request by COUNTY, all records relating to this Agreement must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(c) COUNTY or any of its authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the DEVELOPER which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to DEVELOPER's personnel for the purpose of interview and discussion related to such documents.

(d) **IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPUTY COUNTY MANAGER, DOMINIQUE DRAGER AT: (407) 665-7410, DDRAGER@SEMINOLECOUNTYFL.GOV, OR 1101 E. First Street, SANFORD, FLORIDA 32771.**

(e) Failure to comply with this Section will be deemed a material breach of this Agreement, for which COUNTY may terminate this Agreement immediately upon written notice to DEVELOPER.

Section 22. Audits and Financial Statements.

(a) COUNTY may perform an audit of the records of the DEVELOPER at any time during the Term of this Agreement and after final reimbursements have been made, even if the Agreement has expired or terminated. Audits may be performed at a time mutually agreeable to DEVELOPER and COUNTY.

(b) If an audit shows that all or any portion of the Funds reimbursed were not in accordance with the conditions of and strict compliance with this Agreement, DEVELOPER will be held liable for repayment to COUNTY, within fourteen (14) calendar days after COUNTY has notified the DEVELOPER.



(c) Within six (6) months at the end of DEVELOPER's fiscal year, DEVELOPER must provide COUNTY its annual financial statement, which must be prepared by a licensed public accountant in good standing.

(d) DEVELOPER must, within thirty (30) calendar days of completion, send copies of reporting packages required under this Section 22, Audits and Financial Statements, directly to COUNTY in accordance with Section 17, Notice. .

Section 23. Reports.

(a) DEVELOPER must provide COUNTY with monthly, quarterly, and end of Project reports, by completing Exhibit E – Monthly Progress Report, Exhibit F – Quarterly Progress Report, and Exhibit G – End of Project Report, exhibits attached to and incorporated in this Agreement. DEVELOPER's reports must include detailed information to account for expenditures

incurred, as authorized by this Agreement. DEVELOPER must submit reports electronically through COUNTY's designated software provider, unless specified otherwise by COUNTY in writing. COUNTY will provide DEVELOPER written instructions as to how DEVELOPER may submit reports electronically. COUNTY reserves the right to revise Exhibits E, F, and G, to provide the public with transparency. In addition, and when requested by COUNTY, DEVELOPER must provide additional updates, information, and reports pertaining to this Agreement.

(b) Monthly reports are due to the COUNTY within five (5) business days after the end of each month and must be submitted each month until the termination or expiration of this Agreement. Quarterly reports are due to the COUNTY within five (5) business days prior to the end of each calendar quarter and must be submitted each calendar quarter until the termination or expiration of this Agreement. For the avoidance of doubt, DEVELOPER must substantiate, through written reports to COUNTY, all expenditures requested for reimbursement. The ending dates for each quarter are March 31, June 30, September 30, and December 31. The end of Project Report must be submitted to COUNTY within thirty (30) calendar days after the date of closing of the Affordable Home.

(c) If all required reports and supporting documentation are not sent to COUNTY or are not completed in a manner reasonably Acceptable to COUNTY, COUNTY may withhold further reimbursements until the reports are completed or may take other action, as stated in this Agreement or authorized by law.

(d) If any litigation or claim is commenced prior to five (5) years after expiration or termination of this Agreement, the records must be maintained until resolution of the litigation or claim, and any person duly authorized by COUNTY must have full access to and the right to examine the records during such time. This section shall survive the termination of this Agreement.

Section 24. Monitoring. In addition to reviews of audits conducted in accordance with Section 22, Audits and Financial Statements, monitoring procedures may include, but not be limited to, on-site visits, limited scope audits, or other procedures performed by COUNTY. The DEVELOPER agrees to comply and cooperate with any monitoring procedures and/or processes deemed appropriate by COUNTY. In the event that COUNTY determines that a limited scope audit of the DEVELOPER is appropriate, the DEVELOPER agrees to comply with any additional instructions provided by COUNTY to the DEVELOPER regarding such audit. The DEVELOPER further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by COUNTY. In addition, COUNTY will monitor the performance and financial management by the DEVELOPER throughout the Term to ensure strict compliance with this Agreement.

Section 25. Equal Opportunity Employment. DEVELOPER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, sexual orientation, gender identity, familial status, or national origin. DEVELOPER shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, sexual orientation, gender identity, familial status, or national origin. Equal treatment includes, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of

competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division.

Section 27. Compliance with Laws and Regulations. DEVELOPER must abide by all statutes, codes, ordinances, rules, regulations, and executive orders pertaining to or regulating the provision of this Agreement. Any violation of statutes, codes, ordinances, rules, regulations, executive orders, and guidance will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to DEVELOPER. In the event of such material breach, DEVELOPER will be required to repay COUNTY all reimbursements made to DEVELOPER under this Agreement.

Section 28. Project Publicity. DEVELOPER must request written approval from COUNTY before referring to COUNTY or the Project in client lists, on DEVELOPER's website, news release, signage, interview, or any other type of publicity. If COUNTY provides such written approval, DEVELOPER must reference Seminole County and the Seminole County Board of County Commissioners, unless COUNTY specifies otherwise in writing.

Section 29. Independent Contractor. Nothing in this Agreement is intended or may be construed as, in any manner, creating, or establishing a relationship of co-partners between the Parties or as constituting DEVELOPER (including, its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. DEVELOPER is and will remain an independent contractor with respect to all services performed under this Agreement.

Section 30. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the Parties is contained in this Agreement and the First Phase Agreement which is hereby incorporated in this Agreement as

if fully set forth These agreements shall supersedes all oral agreements, negotiations, and previous agreements between the Parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.

Section 31. Modifications, Amendments or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 32. Assignment. This Agreement may not be assigned by either Party without the prior written approval of the other Party.

Section 33. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the Parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

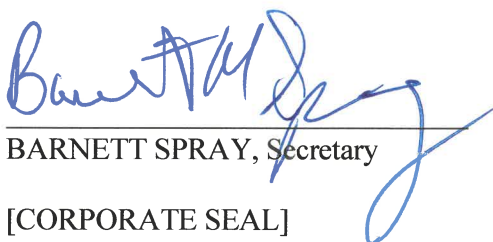
Section 34. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 35. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

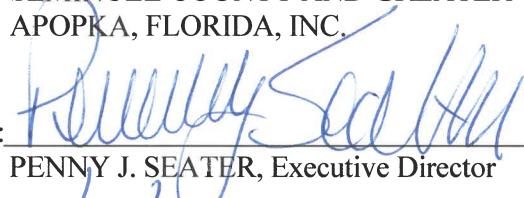
Section 36. Exhibits. Exhibits A, B, C, D, E, F, G, H, I, and J are hereby incorporated in this Agreement as if fully set forth.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement for the purposes stated above.

ATTEST:


BARNETT SPRAY, Secretary
[CORPORATE SEAL]

HABITAT FOR HUMANITY OF
SEMINOLE COUNTY AND GREATER
APOPKA, FLORIDA, INC.

By: 
PENNY J. SEATER, Executive Director
Date: 9/16/2025



[Signatures and attestations continue on following page.]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
JAY ZEMBOWER, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____
20____, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Mortgage Deed and Promissory Note (Developer)
- Exhibit C – Restrictive Use Covenant
- Exhibit D – Application and Certificate for Payment
- Exhibit E – Monthly Progress Report
- Exhibit F – Quarterly Progress Report
- Exhibit G – End of Project Report
- Exhibit H – Mortgage Deed and Promissory Note (Income Qualified family)
- Exhibit I – Subcontractor List
- Exhibit J – Insurance Requirements

RM

8/22/25

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EXHIBIT A

**SEMINOLE COUNTY AND HABITAT FOR HUMANITY
OF SEMINOLE COUNTY AND GREATER APOPKA, INC.
GENERAL HOUSING TRUST FUND AGREEMENT
SECOND PHASE FOR W 25th STREET SANFORD FLORIDA 32773
PROJECT GENERAL SCOPE OF SERVICES**

All capitalized words and terms in this Exhibit have the same meanings ascribed to them in the attached Agreement.

HABITAT will provide the following Project services according to the conditions specified in Exhibit A and in the Agreement:

1. HABITAT will develop the water, sanitary, storm and sidewalk infrastructure on W. 25th Street Sanford, Florida 32773 in Seminole County along with all attendant soft costs as well as any applicable hard cost in preparation of a single-family community for occupancy by COUNTY approved Low Income households. Any substantial changes to the agreed-upon plans must be submitted to and will require prior COUNTY Approval by the CS Administrator.

2. COUNTY will make periodic payments to HABITAT in the aggregate amount of EIGHT HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED SIXTEEN AND-ONE DOLLARS (\$853,116.00). In no event will COUNTY be obligated to pay more than EIGHT HUNDRED FIFTY-THREE THOUSAND AND ONE HUNDRED SIXTEEN AND NO DOLLARS (\$853,116.00) for the project located at W 25th Street Sanford, Florida 32773. COUNTY will remit payments to HABITAT upon its provision of satisfactory documentation.

3. Payments to HABITAT will only be made according to payment milestones. Requests for Payment will need to be supported by copies of invoices for services rendered and such other documentation as required by this Agreement. Payments will only be for contracted services requiring cash outlay by HABITAT. No payments will be made for, on behalf of or in lieu of donated labor, goods or services.

4. HABITAT shall construct a single-family community at W 25th Street Sanford, Florida 32773 on the parcels described as follows:

W. 25th St, Sanford, Florida 32771

LOTS 1 2 3 4 + 28 TO 35 BLK 10 DREAMWOLD PB 3 PG 90

Parcel Identification Number: 01-20-30-504-1000-0010

LOTS 6 7 8 9 + 10 BLK 10 DREAMWOLD PB 3 PG 90

Parcel Identification Number: 01-20-30-504-1000-0060

LOT 4, BLOCK 3, SAN SEM KNOLLS 1ST ADD, ACCORDING

TO THE PLAT THEREOF AS

RECORDED IN PLAT BOOK 13, PAGE 65, PUBLIC RECORDS OF SEMINOLE COUNTY,
FLORIDA

Parcel Identification: 36-19-30-518-0300-0040

LOT 5, BLOCK 10, DREAMWOLD, ACCORDING TO THE

PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 90 AND 91, PUBLIC RECORDS OF
SEMINOLE COUNTY, FLORIDA

Parcel Identification: 01-20-30-504-1000-0050

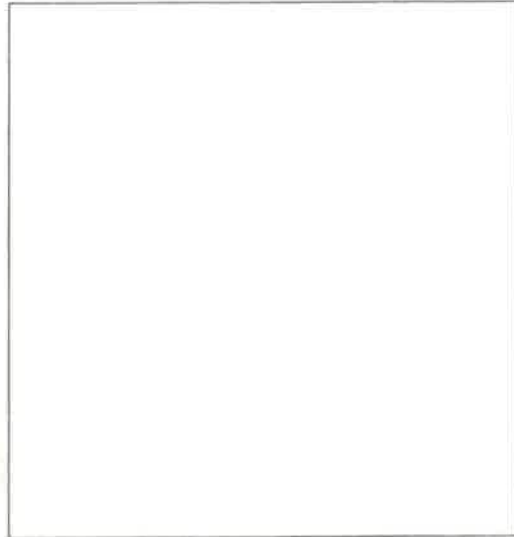


EXHIBIT B

This document was prepared by:
Robert McHugh, Esq.
Senior Assistant County Attorney
County Attorney's Office
Seminole County Government
1101 E. 1st Street
Sanford, Florida 32771

Please return it to:
Seminole County Community Services Department
Community Development Division
520 W. Lake Mary Boulevard, Suite 100
Sanford, Florida 32773

This Instrument is given to
Seminole County, Florida and
is exempt from payment of the
nonrecurring, intangible personal
property tax pursuant to §199.183(1),
Florida Statutes (2024)



GENERAL HOUSING TRUST FUND
MORTGAGE

THIS MORTGAGE is made and entered into this _____ day of _____, 20____, by **HABITAT FOR HUMANITY OF SEMINOLE COUNTY AND GREATER APOPKA, FLORIDA, INC.**, whose mailing address is 251 Maitland Avenue, Suite 312, Altamonte Springs, Florida 32701, hereinafter the "MORTGAGOR", in favor of **SEMINOLE COUNTY**, a political subdivision of the State of Florida, hereinafter the "MORTGAGEE", whose address is 1101 E. 1st Street, Sanford, Florida 32771.

W I T N E S S E T H:

1. MORTGAGOR signed an Affordable Housing Development Agreement with MORTGAGEE dated _____, 20____, which describes the obligations of MORTGAGOR under MORTGAGEE's General Housing Trust Fund Program, for which this Mortgage is granted as security for performance, the terms and conditions of said Affordable Housing Development Agreement are hereby incorporated by reference.

2. That for good and valuable consideration and in particular the sum of up to but not exceeding EIGHT HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED SIXTEN AND NO/100 DOLLARS (\$853,116.00) through the issuance of that certain General Housing Trust Fund Promissory Note in that amount and of even date herewith (the "Note"), the MORTGAGOR hereby grants, bargains, sells, promises, conveys and confirms unto the MORTGAGEE all of the MORTGAGOR's interest in that certain parcel of real property located at W 25th Street, Sanford, Florida 32771, hereinafter the "Property", the legal description and parcel identification number for which Property are as follows:

Legal Description:

LOTS 1 2 3 4 + 28 TO 35 BLOCK 10 DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 90 AND 91, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification: 01-20-30-504-1000-0010

LOTS 6 7 8 9 +10 BLOCK 10 DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 90 AND 91, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification: 01-20-30-504-1000-0060

LOT 4, BLOCK 3, SAN SEM KNOLLS 1ST ADD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 65, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification: 36-19-30-518-0300-0040

LOT 5, BLOCK 10, DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 90 AND 91, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification: 01-20-30-504-1000-0050

3. To have and to hold the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof unto the MORTGAGEE in fee simple.

4. MORTGAGOR covenants with the MORTGAGEE that the MORTGAGOR is indefeasibly seized of said Property in fee simple; that the MORTGAGOR has good right and lawful authority to convey said land as aforesaid; that the MORTGAGOR will make such further assurances to perfect fee simple title to said land in the MORTGAGEE as may reasonably be required; that the MORTGAGOR hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons whomsoever; and that said Property is free and clear of all encumbrances other than those of record as reflected in the public records of Seminole County, Florida as of the date of this Mortgage and the title insurance policy issued in connection with MORTGAGOR's purchase of the Property and granting of this Mortgage.

5. MORTGAGOR further covenants to use the improved Property only for the purposes expressly authorized by the Restrictive Use Covenant of even date with this Mortgage and separately recorded in the Public Records of Seminole County, Florida (the "Restrictive Use Covenant"). In the absence of MORTGAGEE's express, prior, written approval, the Property shall

not be otherwise abandoned, sold, leased, conveyed, transferred or refinanced for the duration of the Affordability Period which shall be thirty (30) years from the execution of the Affordable Housing Development Agreement.

6. MORTGAGOR covenants and agrees to pay promptly when due the principal and interest, if any, under the Note secured hereby; provided, however, no payments shall be due so long as the Property remains in compliance with the Restrictive Use Covenant and this Mortgage, and is not refinanced (which shall be deemed to include any new or additional financing without the prior, written consent of MORTGAGEE) during the Affordability Period unless otherwise expressly approved by MORTGAGEE. The foregoing notwithstanding, the Note shall be immediately due and payable upon the resale of the Property to any person, including persons approved by MORTGAGEE.

7. If the MORTGAGOR shall fully perform, comply with and abide by each and every agreement, stipulation, condition and covenant regarding the Property under this Mortgage and the Note, then this Mortgage and the estate hereby created with respect thereto shall cease, determine, be deemed fully satisfied, forgiven, and be canceled according to the following terms and conditions, subject to the Affordable Housing Development Agreement.

8. MORTGAGOR covenants and agrees to pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on the Property. In the event MORTGAGOR fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of this Mortgage and the Note, the MORTGAGEE may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall, subject to applicable Federal and State laws and regulations, bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

9. MORTGAGOR covenants and agrees to keep the Property in good repair and to permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof except for reasonable wear and tear.

10. MORTGAGOR covenants and agrees to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less than market value. Said insurance shall be made through a company or companies acceptable to the MORTGAGEE per the written authorization of the MORTGAGEE. Said insurance policy or policies shall be held by and payable to the MORTGAGEE, and in the event any sum of money from such insurance policy or policies becomes payable, that the MORTGAGEE shall have the right to receive and apply the same to the indebtedness hereby secured. The MORTGAGEE shall account to the MORTGAGOR for any surplus monies received by MORTGAGEE.

12. MORTGAGOR covenants and agrees to pay or reimburse all costs, charges and expenses, including attorney's fees and title searches, reasonably incurred or paid by the MORTGAGEE because of the failure of the MORTGAGOR to promptly and fully comply with this Mortgage, the Note, any other agreements, stipulations, conditions and covenants regarding the Property.

13. In the event of a foreclosure or voluntary sale, the MORTGAGEE shall have the right of first refusal to purchase the Property from the MORTGAGOR for the amount and on the terms specified in a written, firm contract between the MORTGAGOR and the prospective purchaser or an amount sufficient to satisfy or defease the defaulted mortgage loan that is the subject of the foreclosure action, as the case may be. MORTGAGEE shall have thirty (30) calendar days after the date it receives a copy of the contract to exercise its right to purchase here under by sending written notice to the MORTGAGOR.

14. Subject to paragraph 7 of this Mortgage, if any sum of money referred to herein or in the Note is not promptly paid within thirty (30) days after the same becomes due or if each and every agreement, stipulation, condition and covenant of either or both instruments are not fully performed, complied with and abided by, then the outstanding and unforgiven principal balance of the Note shall forthwith or thereafter, at the option of the MORTGAGEE, become and be due and payable, anything else in said instruments to the contrary notwithstanding. Failure by the MORTGAGEE to exercise any of the rights herein provided shall not constitute a waiver of any rights under said instruments accrued or thereafter accruing.

15. MORTGAGOR shall not execute an assumption or in any way convey, transfer or assign its obligations under this Mortgage and the Note secured here under without the proper written consent of the MORTGAGEE. No part of the Property or any interest in the Property shall be sold or transferred by the MORTGAGOR without the MORTGAGEE's consent. Interest in the Property means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, escrow agreement or any proceeding intended to liquidate or rehabilitate MORTGAGOR's assets.

16. After the happening of any default, MORTGAGEE may require immediate payment in full of all sums due under the Mortgage and Note. If MORTGAGOR fails to pay the sums then due, MORTGAGEE shall have the right to initiate foreclosure proceedings, including obtaining a deficiency judgment against MORTGAGOR who shall at all times be and remain personally liable for payment of all sums due under the Note secured hereby. MORTGAGOR shall be considered in default if any of the following occur:

(a) MORTGAGOR sells, leases, abandons, refinances, transfers or assigns the Property during the term of this Mortgage without notice to and express written consent of MORTGAGEE.

(b) MORTGAGOR fails to perform any covenant or term or condition in the Affordable Housing Development Agreement, Mortgage, Note or any other agreements, stipulations, conditions, and covenants regarding the Property.

(c) Any assignment for the benefit of MORTGAGOR's creditors, or other proceedings intended to liquidate or rehabilitate MORTGAGOR's assets.

(d) Commencement of any proceeding to foreclose any mortgage or other lien, whether prior to subordinate to the lien of this Mortgage.

NOT FOR EXECUTION

(e) Any mortgage secured by the Premises is refinanced without the prior, written consent of MORTGAGEE.

(f) Failure of the MORTGAGOR to comply with the MORTGAGEE's recapture provision.

(g) Transfer of ownership of MORTGAGOR, filing for bankruptcy, or dissolution of MORTGAGOR.

17. Anything in this instrument to the contrary notwithstanding, MORTGAGOR's obligations under this Mortgage shall be deemed fully satisfied and all indebtedness under the Note outstanding in any amount shall be cancelled upon MORTGAGOR's conveyance of the fee simple interest in the Property to an Income Qualified family, as further specified in the Affordable Housing Development Agreement; in such circumstances MORTGAGEE shall have the affirmative responsibility to promptly prepare and record the necessary satisfaction of mortgage instrument.

18. Whenever used, the terms MORTGAGOR and MORTGAGEE shall include all parties to this instrument, their heirs, successors, legal representatives, and assigns.

IN WITNESS WHEREOF, the MORTGAGOR has executed and sealed this instrument on the day and year first above written.

ATTEST:

HABITAT FOR HUMANITY OF
SEMINOLE COUNTY AND GREATER
APOPKA, FLORIDA, INC.

CHANDRA JONES, Secretary

By: _____
PENNY J. SEATER, Executive Director

[CORPORATE SEAL]
STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

Date: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by **Penny J. Seater**, as Executive Director, and **Chandra Jones**, as Secretary, of **Habitat for Humanity of Seminole County and Greater Apopka, Florida, Inc.**, a Not for Profit corporation organized under the laws of the State of Florida ☐ by physical presence or ☐ online notarization, ☐ who are personally known to me or ☐ who have produced _____ and _____, respectively, as identification. They have acknowledged before me that the foregoing instrument was executed by such officers in the name and on behalf of said corporation and that the official seal of the corporation has been affixed hereto. Print Name _____ Notary Public in and for the County and State Aforementioned. My commission expires: _____

NOT FOR EXECUTION

This document was prepared by:
Robert McHugh, Esq.
Senior Assistant County Attorney
County Attorney's Office
Seminole County Government
1101 E. 1st Street
Sanford, Florida 32771

Please return it to:
Seminole County Community Services Department
Community Development Division
520 W. Lake Mary Boulevard, Suite 100
Sanford, Florida 32773

**This Instrument is given to
Seminole County, Florida and
is exempt from payment of the
nonrecurring, intangible personal
property tax pursuant to §199.183(1),
Florida Statutes (2024)**

GENERAL HOUSING TRUST FUND
PROMISSORY NOTE

MAXIMUM PRINCIPAL AMOUNT: EIGHT HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED SIXTEEN AND NO/100 DOLLARS (\$853,116.00)

DATED DATE: _____, 20____

MATURITY DATE: _____, 20____

RATE OF INTEREST: ZERO PERCENT (0.00%) PER ANNUM

**MAKER: HABITAT FOR HUMANITY OF SEMINOLE COUNTY
AND GREATER APOPKA, FLORIDA, INC.
251 MAITLAND AVENUE, SUITE 312
ALTAMONTE SPRINGS, FLORIDA 32701**

**HOLDER: SEMINOLE COUNTY GOVERNMENT
1101 E. 1ST STREET
SANFORD, FLORIDA 32771**

1. FOR VALUE RECEIVED, MAKER promises to pay to the order of HOLDER the sum of up to but not exceeding EIGHT HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED SIXTEEN AND NO/100 DOLLARS (\$853,116.00) on _____, 20____, in lawful money of the United States, at 1101 E. 1st Street, Sanford, Florida 32771, or at such other place as the HOLDER may designate in writing.

Affordable Housing Development Agreement between
Seminole County and Habitat for Humanity of Seminole County and Greater Apopka, Florida Inc.
General Housing Trust Fund
Exhibit B

2. This Promissory Note (the "Note") is secured by that certain Mortgage of even date herewith given by MAKER on certain real property, hereinafter referred to as the "Property certain parcel of real property located at W 25th Street, Sanford, Florida 32771, hereinafter the "Property", the legal description and parcel identification number for which Property are as follows:

Legal Description:

LOTS 1 2 3 4 + 28 TO 35 BLOCK 10 DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 90 AND 91, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification: 01-20-30-504-1000-0010

LOTS 6 7 8 9 +10 BLOCK 10 DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 90 AND 91, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification: 01-20-30-504-1000-0060

LOT 4, BLOCK 3, SAN SEM KNOLLS 1ST ADD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 65, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification: 36-19-30-518-0300-0040

LOT 5, BLOCK 10, DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 90 AND 91, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification: 01-20-30-504-1000-0050

3. If the MAKER fails to use the Property in the manner as required by this instrument and the attached Mortgage, or shall be in default for any of the reasons set forth below, or in default of any covenant of the Mortgage, then all outstanding sums due under this Note and, subject to the terms of paragraph 6 hereof, shall become immediately due and payable in full under the terms set forth therein and herein.

4. MAKER shall use the proceeds of this Note only for the purposes of developing the Property in the manner as represented to the HOLDER. Failure of MAKER to use the Note proceeds in said fashion shall be an event of default hereunder and under the Mortgage.

5. An event of default shall also include the following:

NOT FOR EXECUTION

(a) Failure to pay the outstanding principal amount hereof or any other sum due under this instrument at the stated maturity or due date at the time the Property is refinanced, abandoned, sold, transferred or conveyed, or MAKER otherwise ceases to utilize the Property in accordance with the Restrictive Use Covenant prior to the maturity date, or other failure to comply with the terms of the Affordability Period, as defined in the Affordable Housing Development Agreement and in the Mortgage.

(b) The destruction or abandonment of the improvements on the subject Property by MAKER or its successors.

(c) Failure to pay applicable property taxes on the Property and improvements.

(d) Failure to maintain adequate hazard insurance on the Property and improvements.

(e) Failure to comply with any one or more of the terms, conditions and use restrictions of this Note and the accompanying Mortgage of even date herewith, the terms of which are incorporated herein by reference.

(f) Failure to comply with the terms of any other senior or junior lien mortgage or other encumbrance on the Property.

6. If MAKER fully performs, complies with and abides by each and every agreement, stipulation, condition and covenant regarding the Property under the Mortgage and this Note, then the Mortgage and the estate hereby created with respect thereto shall cease, determine, be deemed fully satisfied, and this Note shall be forgiven and be canceled according to the following terms and conditions, subject to the Affordable Housing Development Agreement and the Note.

7. MAKER reserves the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums, and thereby remove and satisfy the Mortgage on the Property securing this Note, provided that the cost of removal of said Mortgage, plus all other fees involved, will be borne by the MAKER.

8. MAKER waives demand, protest, and notice of maturity, non-payment or protest and all other requirements necessary to hold it liable as a maker and endorser.

9. MAKER agrees to pay all costs of collections incurred by HOLDER, including a reasonable attorney's fee, in case the principal of this Note or any other payment thereon is not paid at the respective maturity or due date thereof or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

10. MAKER shall be personally liable for repayment of all sums due hereunder.

11. This Note shall be construed and enforced according to the laws of the State of Florida. Upon default in payment of the principal when due or any other default under the terms of the Mortgage and this Note, the whole sum of principal and any other remaining unforgiven and unpaid amount hereunder shall, at the option of HOLDER, become immediately due and payable.

NOT FOR EXECUTION

12. Whenever used herein the term "HOLDER" or "MAKER" should be construed in the singular or plural as the context may require or admit.

13. Anything in this instrument to the contrary notwithstanding, MAKER's obligations under this Note and the Mortgage security instrument shall be deemed fully satisfied and all indebtedness hereunder outstanding in any amount shall be cancelled upon MAKER's conveyance of the fee simple interest to an Income Qualified family, as further specified in the Affordable Housing Development Agreement; in such circumstances, HOLDER shall have the affirmative responsibility to promptly prepare and record the necessary satisfaction mortgage instrument.

*[The balance of this page is left intentionally blank.
Signatures and attestations on the following page.]*

NOT FOR EXECUTION

IN WITNESS WHEREOF, the MAKER has executed and sealed this instrument on the day and year set forth below:

ATTEST:

HABITAT FOR HUMANITY OF
SEMINOLE COUNTY AND GREATER
APOPKA, FLORIDA, INC.

CHANDRA JONES, Secretary

By: PENNY J. SEATER, Executive Director

[CORPORATE SEAL]
STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

Date: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Penny J. Seater, as Executive Director, and Chandra Jones, as Secretary, of Habitat for Humanity of Seminole County and Greater Apopka, Florida, Inc., a Not for Profit corporation organized under the laws of the State of Florida ☐ by physical presence or ☐ online notarization, ☐ who are personally known to me or ☐ who have produced _____ and _____, respectively, as identification. They have acknowledged before me that the foregoing instrument was executed by such officers in the name and on behalf of said corporation and that the official seal of the corporation has been affixed hereto.

Print Name _____
Notary Public in and for the County _____
and State Aforementioned _____
My commission expires: _____

RM
8/1/25
T:\Users\Legal Secretary CSB\Community Services\2025 Mortgages\Habitat-General Housing Fund Trust- Exhibit B - Mortgage-Note.docx

Affordable Housing Development Agreement between
Seminole County and Habitat for Humanity of Seminole County and Greater Apopka, Florida Inc.
General Housing Trust Fund
Exhibit B

EXHIBIT C

This document was prepared by:
Robert McHugh, Esq.
Senior Assistant County Attorney
County Attorney's Office
Seminole County Government
1101 E. First Street
Sanford, FL 32771

Please return it to:
Community Development Office
520 W. Lake Mary Boulevard, Suite 100
Sanford, Florida 32773

RESTRICTIVE USE COVENANT

This Restrictive Use Covenant is a covenant running with the land and is made by **HABITAT FOR HUMANITY OF SEMINOLE COUNTY AND GREATER APOPKA, FLORIDA, INC.**, whose address is 251 Maitland Ave, Suite 312, Altamonte Springs, Florida 32701, as fee simple owner (the "Developer"), in favor of **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, (the "County") concerning that certain parcel of real property, hereinafter the "Property", the address, legal description, and parcel identification number for which are as follows:

W 25th Street, Sanford, Florida 32771

Legal Description:

LOTS 1 2 3 4 + 28 TO 35 BLOCK 10 DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 90 AND 91, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification: 01-20-30-504-1000-0010

LOTS 6 7 8 9 + 10 BLOCK DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 90 AND 91, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification: 01-20-30-504-1000-0060

LOT 4, BLOCK 3, SAN SEM KNOLLS 1ST ADD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 65, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification: 36-19-30-518-0300-0040

NOT FOR EXECUTION

LOT 5, BLOCK 10, DREAMWOLD, ACCORDING TO THE PLAT THEREOF
AS RECORDED IN PLAT BOOK 3, PAGES 90 AND 91, PUBLIC RECORDS
OF SEMINOLE COUNTY, FLORIDA

Parcel Identification: 01-20-30-504-1000-0050

The use of the Property is restricted to providing housing to Income Qualified families for the Affordability Period.

"Affordability Period" means thirty (30) years from the execution of the Agreement between Developer and County.

"Income Qualified" means a family consisting of one (1) or more individuals that is/are pre-qualified and approved by COUNTY for the purchase of the affordable housing and who, individually or collectively, has a gross annual income not-to-exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area.

This restrictive covenant is and will be for the benefit of the Developer, their successors in title, and is expressly for the benefit of Seminole County, Florida, and may be enforced by such persons and the County in any lawful manner. This restrictive covenant may be released prior to expiration of the Affordability Period only upon the consent of Seminole County as evidenced by an instrument to that effect executed by the Board of County Commissioners of Seminole County, Florida and recorded in the Official Records of Seminole County, Florida.

[Remainder of page intentionally left blank. Signatures and attestations on following page]

NOT FOR EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

ATTEST:

HABITAT FOR HUMANITY OF
SEMINOLE COUNTY AND GREATER
APOPKA, FLORIDA, INC.

CHANDRA JONES, Secretary

By: PENNY J. SEATER, Executive Director

[CORPORATE SEAL]

Date:

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by **Penny J. Seater**, as Executive Director, and **Chandra Jones**, as Secretary, of **Habitat for Humanity of Seminole County and Greater Apopka, Florida, Inc.**, a Not for Profit corporation organized under the laws of the State of Florida ☐ by physical presence or ☐ online notarization, ☐ who are personally known to me or ☐ who have produced _____ and _____, respectively, as identification. They have acknowledged before me that the foregoing instrument was executed by such officers in the name and on behalf of said corporation and that the official seal of the corporation has been affixed hereto.

Print Name _____
Notary Public in and for the County _____
and State Aforementioned _____
My commission expires: _____

RM
8/1/25

T:\Users\Legal Secretary CSB\Community Services\2025 Agreements\Habitat-General Housing Trust Fund- Exhibit C - Restrictive Use Covenant.docx

Affordable Housing Development Agreement between
Seminole County and Habitat for Humanity of Seminole County and Greater Apopka, Florida Inc.
General Housing Trust Fund
Exhibit C

EXHIBIT D
SEMINOLE COUNTY/SEMINOLE COUNTY AND HABITAT FOR HUMANITY OF SEMINOLE COUNTY AND GREATER
APOPKA OF FLORIDA
GENERAL HOUSING TRUST FUNDS AGREEMENT

CERTIFICATE REQUEST FOR PAYMENT

GHTF Budget:

\$853,116.00

Subrecipient: HABITAT FOR HUMANITY SEMINOLE COUNTY AND GREATER APOPKA.

Name of Activity/Project: _____

(Project Address)

Payment Request: _____

Description		Award Amount	Amount this Request	Amount Previously Paid	Balance Remaining
Draw Request # _____		\$ 853,116.00	\$	\$	\$

*Attach a copy of all supporting documentation for this Request for Payment

Signature Authority (Print Name and Title): _____

Signature: _____

Date: _____

Exhibit E
Monthly Progress Report

A. Property Information

Date of Report: _____

Developer: Habitat for Humanity for Greater Apopka of Florida

Person Preparing Report: _____

Signature: _____ Title: _____

Project Title: _____

Project Address: _____

Project Start Date	Estimated Completion Date	Actual Completion Date

B. Budget Information

Project Cost

Funds Expended
to Date

Percentage

Total Project	\$ _____	\$ _____	_____ %
SHIP Funding	\$ _____	\$ _____	_____ %
Other Funding	\$ _____	\$ _____	_____ %
(Name Source)			

C. Describe specific work tasks and qualified accomplishments completed this month.

D. Describe successes or challenges encountered with the project this period.

E. Discuss any anticipated challenges or concerns with project; Identity any technical assistance needed and/or requested from County staff.

F. Discuss any advertisements or marketing campaigns attempted. Provide copies of marketing materials distributed to the community. Please see Section 11 of the Agreement regarding Project Publicity.

**EXHIBIT F QUARTERLY
PROGRESS REPORT**



Project Title:

Date

Contact Name:

Reporting Period:

Telephone:

Project Objective:

Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.

Plans for Next Quarter:

Authorized Agent Signature: _____

**** Quarterly progress reports must be completed each quarter or future funding will be withheld****

EXHIBIT G

End of Project Report

Project Title: Habitat for Humanity of Greater Apopka W 25th Street Sanford FL

32773

Project Address: _____

Construction:

Project Start Date	Estimated Completion Date	Actual Completion Date

Project Budget	Total ARPA Funds Expended	Total Other Sources Expended	Total Construction Costs

Disposition:

Family Name:	
Income Level:	
Household Size	
Age of Household Members	
Race:	
Ethnicity:	
AMI:	
Female Head of Household (Y/N)	

**Information must be provided for all General Housing Trust funded units*

EXHIBIT H

This document was prepared by:
Robert McHugh, Esq.
Assistant County Attorney
County Attorney's Office
Seminole County Government
1101 E. 1st Street
Sanford, Florida 32771

Please return it to:
Seminole County Community Services Department
Community Development Division
520 W. Lake Mary Boulevard
Suite 100
Sanford, Florida 32773

**This Instrument is given to
Seminole County, Florida and
is exempt from payment of the
nonrecurring, intangible personal
property tax pursuant to §199.183(1),
Florida Statutes (2024)**

**SEMINOLE COUNTY
GENERAL HOUSING TRUST FUND
MORTGAGE**

THIS MORTGAGE is made and entered into this ____ day of _____,
20____, by _____, hereinafter the "MORTGAGOR", who has
qualified for homeowner assistance pursuant to Seminole County's General Housing Trust Fund
Program, whose current mailing address is _____, in favor of **SEMINOLE**
COUNTY, a political subdivision of the State of Florida, hereinafter the "MORTGAGEE", whose
address is 1101 E. 1st Street, Sanford, Florida 32771.

W I T N E S S E T H:

1. That for good and valuable consideration and in particular the sum of up to but not
exceeding NO/100 DOLLARS (\$_____) through the issuance of that certain General Housing
Trust Fund Program Promissory Note in that amount and of even date with this Mortgage, attached
hereto (the "Note"), MORTGAGOR hereby grants, bargains, sells, promises, conveys, and
confirms unto MORTGAGEE all of MORTGAGOR's interest in that certain parcel of real
property located at _____, hereinafter the "Property", the legal
description and parcel identification number for which Property are as follows:

Legal Description:

Parcel Identification Number:

2. To have and to hold the Property, together with the tenements, hereditaments, and
appurtenances belonging to the Property and the rents, issues, and profits from the Property unto
MORTGAGEE in fee simple as security for the Note.

3. MORTGAGOR covenants with MORTGAGEE that MORTGAGOR is indefeasibly seized of the Property in fee simple; that MORTGAGOR has good right and lawful authority to convey the Property; that MORTGAGOR shall make such further assurances to perfect fee simple title to the Property in MORTGAGEE as may reasonably be required; that MORTGAGOR hereby fully warrants the title to the Property and shall defend it against the lawful claims of all persons whomsoever; and that the Property is free and clear of all encumbrances other than those of record as reflected in the Public Records of Seminole County, Florida as of the date of this Mortgage and the title insurance policy issued in connection with MORTGAGOR's granting of this Mortgage.

4. MORTGAGOR covenants and agrees to pay promptly when due the principal and interest, if any, under the Note secured by this Mortgage, except that, no payments will be due so long as the Property remains occupied by MORTGAGOR as his/her personal residence and the Property is not refinanced (which includes any new or additional financing without the prior, written consent of MORTGAGEE), leased, subleased, rented, transferred, or conveyed to any other persons during the Affordability Period unless otherwise expressly approved by MORTGAGEE. The Affordability Period will be ____years commencing on the date of the Note and ending ____years thereafter.

5. If MORTGAGOR fully performs, complies with, and abides by each and every agreement, stipulation, condition, and covenant regarding the Property under this Mortgage and the Note, then this Mortgage and the estate created by it with respect to the Note will cease, be determined to be and be deemed fully satisfied, forgiven, and be canceled according to the following terms and conditions, subject in all respects to paragraph 13 of this Mortgage:

AFFORDABILITY PERIOD:

If MORTGAGOR fully complies with the Affordability Period requirements described in paragraph 4 above continuously for a ____year ____period commencing on the date of the Note and ending ____years after that date, this Mortgage and the principal amount of the Note shall be forgiven.

6. MORTGAGOR covenants and agrees to pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on the Property. In the event MORTGAGOR fails to pay when due any tax, assessment, insurance premium, or other sum of money payable by virtue of this Mortgage and the Note, MORTGAGEE may pay these amounts, without waiving or affecting the option to foreclose or any other right under this Mortgage, and all such payments will, subject to applicable federal and state laws and regulations, bear interest from the date of such failure at the highest lawful rate then allowed by the laws of the State of Florida.

7. MORTGAGOR covenants and agrees to keep the Property in good repair and to permit, commit, or suffer no waste, impairment, or deterioration of the Property or any part of it, except for reasonable wear and tear.

8. MORTGAGOR covenants and agrees to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less than market value. This insurance must be made through a company or companies acceptable to MORTGAGEE per the written

authorization of MORTGAGEE. This insurance policy or policies will be held by and payable to MORTGAGEE, and in the event any sum of money from such insurance policy or policies becomes payable, that MORTGAGEE will have the right to receive and apply such sum to the indebtedness hereby secured. MORTGAGEE will account to MORTGAGOR for any surplus monies received by MORTGAGEE.

9. MORTGAGOR covenants and agrees to pay or reimburse all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by MORTGAGEE because of the failure of MORTGAGOR to promptly and fully comply with this Mortgage, the Note, any other agreements, stipulations, conditions and covenants regarding the Property. Failure of MORTGAGOR to comply with any of the terms and conditions of any such instruments or covenants shall be deemed an event of default under this Agreement.

10. In the event of a foreclosure or voluntary sale, MORTGAGEE will have the right of first refusal to purchase the Property from MORTGAGOR for the amount and on the terms specified in a written, firm contract between MORTGAGOR and the prospective purchaser or an amount sufficient to satisfy or defease the defaulted mortgage loan that is the subject of the foreclosure action, as the case may be. MORTGAGEE will have thirty (30) calendar days after the date it receives a copy of the contract to exercise its right to purchase under this provision by sending written notice to MORTGAGOR.

11. Subject to paragraph 5 above, if any sum of money referred to in this Mortgage or in the Note is not promptly paid within thirty (30) days after it becomes due or if each and every agreement, stipulation, condition, and covenant of either or both instruments are not fully performed, complied with, and abided by, then the outstanding and unforgiven principal balance of the Note will forthwith or thereafter, at the option of MORTGAGEE, become due and payable, anything else in these instruments to the contrary notwithstanding. Failure by MORTGAGEE to exercise any of the rights under these instruments provided will not constitute a waiver of any rights under these instruments accrued or thereafter accruing.

12. MORTGAGOR shall not execute an assumption or in any way transfer, assign, or convey its obligations under this Mortgage and the Note secured hereunder without the proper written consent of MORTGAGEE. No part of the Property or any interest in the Property will be sold or transferred by MORTGAGOR without MORTGAGEE's consent. Interest in the Property means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, escrow agreement or any proceeding intending to liquidate or rehabilitate MORTGAGOR's asset.

13. If all or any part of the Property or any interest is abandoned, sold, leased, transferred, or refinanced during the term of this Mortgage without notice to and consent from MORTGAGEE or MORTGAGOR is not in compliance with this Mortgage and the Note, MORTGAGOR will be considered in default under the terms of this Mortgage and the Note. MORTGAGEE may require immediate payment in full of all sums due under this Mortgage. If MORTGAGOR fails to pay the sums then due, MORTGAGEE will have the right to initiate foreclosure proceedings, including obtaining a deficiency judgment against MORTGAGOR.

14. In the event a senior mortgagee or other senior lienholder, its successors or assigns acquires the Property by foreclosure proceedings or by a deed in lieu of foreclosure, any provisions in this instrument or the Note restricting the uses of the Property, as well as any other liens and

encumbrances created by such instruments, will no longer be of any force or effect and such persons will take title free and clear of all such restrictive covenants and liens.

15. MORTGAGOR covenants and agrees to pay or reimburse all costs, charges and expenses, including attorney's fees and title searches, reasonably incurred or paid by MORTGAGEE because of the failure of MORTGAGOR to promptly and fully comply with this Mortgage, the Note, any other agreements, stipulations, conditions, and covenants regarding the Property.

16. In the absence of MORTGAGEE's express, prior, written approval, the Property may not be abandoned, sold, leased, conveyed, transferred, or refinanced for the duration of the Affordability Period.

17. Whenever used, the terms MORTGAGOR and MORTGAGEE will include all parties to this instrument, his/her heirs, successors, legal representatives, and assigns. References to any Note will mean all notes secured by this Mortgage if more than one exists.

[Balance of this page intentionally blank; signature page follows.]

NOT FOR EXECUTION

IN WITNESS WHEREOF, MORTGAGOR has executed his/her hand and seal on the day and year first above written.

WITNESSES:

MORTGAGEE:

Signature

Print Name

Address: _____

Signature

Print Name

Address: _____

Signature

Print Name

Date: _____

STATE OF FLORIDA)

)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this ____ day of _____, 20____, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, ☐ by physical presence or ☐ online notarization, ☐ who is personally known to me or ☐ who has produced _____ as identification.

NOTARY PUBLIC

Print Name _____

Notary Public in and for the County
and State Aforementioned

My commission expires: _____

This document was prepared by:
Robert McHugh, Esq.
Seminole County Attorney's Office
Seminole County Government
1101 E. 1st Street
Sanford, Florida 32771

Please return to:
Community Development Office
520 W. Lake Mary Boulevard
Suite 100
Sanford, Florida 32773

This Instrument is given to Seminole County, Florida and is exempt from payment of the nonrecurring intangible personal property tax pursuant to Section 199.183(1), Florida Statutes (2024).

GENERAL HOUSING TRUST FUND PROGRAM DEFERRED PAYMENT
PROMISSORY NOTE

MAXIMUM PRINCIPAL AMOUNT: **AND NO/100 DOLLARS (\$_____)**

EXECUTION DATE: _____, 2025

MATURITY DATE: _____,

RATE OF INTEREST: **ZERO PERCENT (0.00%) PER ANNUM**

MAKER: _____

HOLDER: **SEMINOLE COUNTY GOVERNMENT**
1101 E. 1ST STREET
SANFORD, FLORIDA 32771

1. FOR VALUE RECEIVED, MAKER promises to pay to the order of HOLDER the sum of up to but not exceeding NO/100 DOLLARS (\$_____) on _____, 20__, in lawful money of the United States, at 1101 E. 1st Street, Sanford, Florida 32771, or at such other place as HOLDER may designate in writing.

2. This Promissory Note (the "Note") is secured by that certain Mortgage of the same date as this Note given by MAKER on certain real property located at _____, hereinafter the "Property", the legal description and parcel identification number for which Property are as follows:

Legal Description:

Parcel Identification Number:

3. If MAKER fails to use the Property in the manner as required by this instrument and the attached Mortgage, or defaults for any of the reasons set forth below, or defaults under any covenant of the Mortgage, then all outstanding sums due under this Note and, subject to the terms of paragraph 6 below, will become immediately due and payable in full under the terms set forth in this Note and the Mortgage.

4. MAKER shall use the proceeds of this Note only for the purposes of acquisition and rehabilitation of the Property in the manner as represented to MORTGAGEE. Failure of MAKER to use the Note proceeds in this fashion will be an event of default under this Note and the Mortgage.

5. An event of default also includes the following:

(a) Failure to pay the outstanding principal amount of this Note or any other sum due under this Note at the stated maturity or due date at the time the Property is refinanced, abandoned, sold, transferred, or conveyed or MAKER otherwise ceases to utilize the Property in accordance with the Restrictive Use Covenant prior to the maturity date, or other failure to comply with the terms of the Affordability Period, as defined in the Mortgage.

(b) The destruction or abandonment of the improvements on the subject Property by MAKER or its successors.

(c) Failure to pay applicable property taxes on the Property and improvements.

(d) Failure to maintain adequate hazard insurance on the Property and improvements.

(e) Failure to comply with any one or more of the terms, conditions and use restrictions of this Note and the accompanying Mortgage of the same date as this Note, the terms of which are incorporated in this Note by reference.

(f) Failure to comply with the terms of any other senior or junior lien mortgage or other encumbrance on the Property.

6. If MAKER fully performs, complies with and abides by each and every agreement, stipulation, condition and covenant regarding the Property under the Mortgage and this Note, then this Note and the Mortgage and the estate created by the Mortgage with respect to the Note will cease, be determined to be, and be deemed fully satisfied, and this Note will be forgiven and be canceled according to the following terms and conditions, subject in all respects to paragraph 3 above:

YEAR AFFORDABILITY PERIOD:

If MAKER fully complies with the Affordability Period and Restrictive Use Covenant requirements described in paragraphs 5 and 6 of the Mortgage and the covenants of this Note continuously for a ____year period commencing on the date that the Note is executed and ending ____years after that date, the principal amount of this Note will be forgiven and the Mortgage deemed fully satisfied.

7. MAKER reserves the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums and thereby remove and satisfy the Mortgage on the Property securing this Note, provided that MAKER shall bear the cost of removal of the Mortgage, plus all other fees involved.

8. MAKER waives demand, protest and notice of maturity, non-payment, or protest and all other requirements necessary to hold it liable as a maker and endorser.

9. MAKER agrees to pay all costs of collections incurred by HOLDER, including a reasonable attorney's fee, in case the principal of this Note, or any other payment on this Note, is not paid at the respective maturity or due date, or in case it becomes necessary to protect the security of this Note, whether suit be brought or not.

10. MAKER is personally liable for repayment of all sums due under this Note.

11. This Note shall be construed and enforced according to the laws of the State of Florida. Upon default in payment of the principal when due or any other default under the terms of the Mortgage and this Note, the whole sum of principal and any other remaining unforgiven and unpaid amount under this Note will, at the option of HOLDER, become immediately due and payable.

12. Whenever used herein the term "HOLDER" or "MAKER" should be construed in the singular or plural as the context may require or admit.

[Remainder of page intentionally left blank. Signatures on following page.]

NOT FOR EXECUTION

IN WITNESS WHEREOF, MAKER has executed and sealed this instrument on the day and year set forth below:

WITNESSES:

MAKER:

Signature

Print Name

Address: _____

Signature

Print Name

Address: _____

Signature

Print Name

Date:

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this ____ day of _____, 20____, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, ☐ by physical presence or ☐ online notarization, ☐ who is personally known to me or ☐ who has produced _____ as identification.

NOTARY PUBLIC

Print Name _____

Notary Public in and for the County
and State Aforementioned

My commission expires: _____

RM
8/6/25

T:\Users\Legal Secretary CSB\Community Services\2025 Mortgages\Habitat-General Housing Fund Trust-Exhibit H-Mortgage-Note (endbuyer).docx

EXHIBIT I - Subcontractor List

Applicant must provide a list of all subcontractors with written agreements to perform work at Property under construction.

Name of Participating Contractor	Name of Participating Contractor
Trade Being Provided	Trade Being Provided
Address	Address
Total Dollar Value	Total Dollar Value
Name of Participating Contractor	Name of Participating Contractor
Trade Being Provided	Trade Being Provided
Address	Address
Total Dollar Value	Total Dollar Value
Name of Participating Contractor	Name of Participating Contractor
Trade Being Provided	Trade Being Provided
Address	Address
Total Dollar Value	Total Dollar Value

If necessary, please attach additional information.

EXHIBIT J
INSURANCE REQUIREMENTS
GENERAL HOUSING TRUST FUND
PROGRAM TERM 2025-2026

The following insurance requirements and limits of liability are required:

A. Worker's Compensation (as required by Florida statute) & Employers' Liability Insurance:

Employer's Liability \$1,000,000.00 Limit Each Accident
 \$1,000,000.00 Limit Disease Aggregate
 \$1,000,000.00 Limit Disease Each Employee

B. Commercial General Liability Insurance:

General Aggregate	\$2,000,000.00
Products and Completed Operations	\$2,000,000.00
Personal and Advertising Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Bodily Injury/Property Damage	
Each Occurrence	\$1,000,000.00

C. Business Automobile Liability Insurance "ANY AUTO" coverage: \$1,000,000.00

D. Crime and Employee Liability \$50,000.00

* Any required insurance marked with an * must include "Seminole County Board of County Commissioners" as an Additional Insured, and this must be indicated on the insurance certificate.