

**SEMINOLE COUNTY AND
HABITAT FOR HUMANITY OF SEMINOLE COUNTY
AND GREATER APOPKA, FLORIDA, INC.
GENERAL HOUSING TRUST FUND AGREEMENT
FY2024-2025**

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 Avenue, Suite 312, Altamonte Springs, Florida 32701, hereinafter referred to as “DEVELOPER”.

W I T N E S S E T H:

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 requested Trust Fund monies in the amount of FIVE HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$581,125.00) for the installation of utilities and infrastructure for the property located at W 25th St. Sanford, FL 32771 (the “Property”) as more particularly described in Exhibit A (Scope

of Services) and Exhibit B (Project Budget) to this Agreement, which Exhibits are attached to and incorporated in this Agreement; and

WHEREAS, DEVELOPER will construct and develop all water, sanitary sewer, storm gutters, and sidewalk infrastructure for the Property; and

WHEREAS, the Parties desire to enter into this Agreement in order to ensure compliance with the requirements of the Trust Fund and to secure other covenants and promises from DEVELOPER regarding the use of funds to benefit Low income families or Very low-income families, as these terms are defined in Title 24 CFR, as adjusted by HUD through its rulemaking authority.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and DEVELOPER agree as follows:

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

Section 2. Definitions.

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

(b) “COUNTY Approval” means written approval by the CS Administrator, the Board of County Commissioners, or the County Manager as may be required from time to time.

(c) “General Housing Trust Fund”, “Trust Fund” or “Trust Fund Ordinance” means the county funded, affordable housing program authorized by Section 40.9 Seminole County Code, as amended, and administered by Seminole County Community Services, and comprising the funding source for the Project through COUNTY.

(d) “HUD” means the United States Department of Housing and Urban Development.

(e) “Parties” means COUNTY and DEVELOPER with respect to this Agreement.

(f) “Project” means the construction and development of all water, sanitary sewer, storm gutters, and sidewalk infrastructure for the Property as more particularly described in Exhibit A, Scope of Services.

(g) “Project Costs” means the actual costs for water, sanitary, storm and sidewalk infrastructure, impact fees, direct physical construction of improvements for the Property and attendant Soft Costs. The total Project Costs to be funded by COUNTY’s contributions FIVE HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$581,125,000).

(h) “Soft Costs” includes items such as architectural and engineering services, surveys, construction management, legal, accounting fees, and other overhead associated with those items.

(i) “Property” means the real property parcels 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 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

Section 3. Statement of Work.

(a) DEVELOPER, in a manner satisfactory to COUNTY, will perform or cause to be performed the Project, as defined above and described in Exhibit A. DEVELOPER will prepare all plans and other documents required for Project permitting and approval by local and state governmental authorities. Copies of such materials will be submitted to the CS Administrator for review and approval prior to commencement of the Project. COUNTY retains the right to monitor the construction process with on-site inspections to verify sound and safe construction in accordance with approved plans. Project services will be performed, except as otherwise specifically stated in this Agreement, by DEVELOPER or by persons or instrumentalities solely under the dominion and control of DEVELOPER.

(b) DEVELOPER must complete the Project by June 30, 2026.

(c) DEVELOPER acknowledges and agrees that at Project completion, the Property must meet all applicable state and local codes, ordinances, and zoning ordinances.

(d) Payment will be authorized for each draw upon successful completion of work and submittal of all signed and approved inspections, permits, construction plans, testing results, or any other requirements as determined by the permitting jurisdiction for that portion of the Project as set forth in the draw schedule established by Section 6 of this Agreement. Failure to meet the requirements set forth by the permitting jurisdiction, not providing documentation in a timely manner, or failing inspections, test, or retest, could delay payments being processed.

Section 4. Term. The effective date of this Agreement will be the date first written in the preamble to this instrument. DEVELOPER must complete all of its respective requirements set forth in this Agreement and Exhibit A on or before June 30, 2026. The termination date of this Agreement will be August 31, 2026, to allow for final reporting, accounting, and administrative close-out unless otherwise terminated or extended by the Parties by written amendment to this Agreement. The

foregoing notwithstanding, Sections 5, 6, 7, 11, 12, 16, 20, 23, and 24 of this Agreement will remain effective for their purposes beyond the termination date.

Section 5. Bifurcation of Agreement

(a) For ease of administration, the contractual obligations of the Parties are being bifurcated into two agreements, both of which are intended to be construed and operate as a collective whole with the overarching intent of establishing affordable housing on the Property. Therefore,

(1) it is expressly agreed by the Parties that this Agreement represents the first of the two aforementioned agreements whereby this Agreement encompasses the construction and installation phase of utility infrastructure (the “First Phase”), to service the anticipated needs of the affordable housing that will be constructed on the Property; and

(2) it is expressly agreed by the Parties that a second agreement will be entered into (the “Second Phase”), which will memorialize the Parties’ obligations with regard to the vertical construction of affordable housing on the Property once the First Phase has been satisfactorily completed.

(b) In order to ensure the effectuation of the broader policy initiative of establishing long-term affordable housing on the Property, DEVELOPER must execute the Restrictive Use Covenant attached to and incorporated in this Agreement as Exhibit G (Restrictive Use Covenant). The Restrictive Use Covenant will be released only upon satisfactory completion of the Project, as defined herein, and upon DEVELOPER’s completion of its obligations under the second agreement. DEVELOPER must enter into an agreement with COUNTY and commence its Second Phase obligations as stated in the second agreement, no later than May 1, 2026. 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 and take further

remedial action as authorized pursuant to this Agreement. This Section shall remain effective beyond the termination date of this Agreement.

Section 6. Payment.

(a) At or prior to the time of commencement of the Project, DEVELOPER will provide to the CS Administrator a construction timetable chart and draw schedule.

(b) Subject to the continued availability of Trust Fund funding, COUNTY will direct payment to DEVELOPER for Project costs upon receipt of appropriate invoicing and documentation. DEVELOPER will be responsible for making payment for documented, contracted goods and services for the Project not otherwise provided through donation. DEVELOPER may not request disbursement of Trust Funds under this Agreement until the funds are needed for payment of approved, eligible Project Costs. The amount of each request must be limited to the amount actually needed. Change orders that increase the total Trust Fund funded Project Costs beyond the FIVE HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$581,125.00) will require an amendment to this Agreement and therefore may not be approved in the absence of such amendment. Complete disbursement of funds by COUNTY to DEVELOPER will be further contingent upon satisfying all permit requirements and inspections.

(c) Payment will only be rendered by COUNTY for materials and services for the express purposes and amounts authorized in Exhibits A and B.

(d) All requests for payment must be in the form attached to and incorporated in this Agreement as Exhibit F (Request for Payment Form), signed by DEVELOPER's Executive Director or designee, and submitted at the time of completion of the payment requirements set forth in this Section. In addition to a Request for Payment, proof of satisfactory inspections must also be provided prior to disbursement of funds. On or before the termination date of this Agreement, DEVELOPER will render the final and complete Request for Payment to COUNTY for all Project Costs. COUNTY

will not be obligated to remit payment of any Trust Fund monies for any charges, claims, or demands of DEVELOPER, or entities operating under its control, which are not properly invoiced and received by COUNTY by said date.

(e) Payment of Trust Fund monies by COUNTY to DEVELOPER will be made according to documented progress and inspections in furtherance of the Project.

(f) Upon acceptable receipt of the documentation required by this Section and COUNTY Approval of said documentation, COUNTY will initiate the payment process. Payment by COUNTY will be as soon as practicable after receipt of all required documentation, but in no event longer than thirty (30) days from receipt, unless COUNTY disputes the billing in good faith.

(g) Subject to applicable limitations, line-item amendments may be made by DEVELOPER to the Project Budget (except for increases in profit) with prior written COUNTY Approval.

(h) DEVELOPER will utilize its own funds, other grants, or payments-in-kind, to complete the Project as matching/leveraged funding for the Project. Appropriate documentation of leveraged funding pledges and availability must be provided by DEVELOPER to COUNTY. **Such leveraged funding must be derived from sources exclusive of any portion of the FIVE HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$581, 125.00) of Trust Fund monies being provided by COUNTY for the Project.** Failure to obtain leveraged funding or equivalent payments-in-kind sufficient to complete the Project will be a default under this Agreement and will be grounds for denial of any future COUNTY payments from Trust Fund or other sources, termination of this Agreement by COUNTY, as well as giving rise to legal or equitable remedies available to COUNTY, including, but not limited to, repayment of all Trust Fund monies appropriated pursuant to this Agreement.

(i) A five percent (5%) retainage in the amount of TWENTY-NINE THOUSAND FIFTY-SIX AND 25/100 DOLLARS (\$29,056.25) will be held until the final pay application and all the requirements set forth in 3(d) have been received by COUNTY.

Section 7. Periodic Reports and Maintenance of Records.

(a) DEVELOPER must complete and provide to the CS Administrator a monthly report on the form attached to and incorporated in this Agreement as Exhibit C (Monthly Report Form). Such reports will be due no later than the fifteenth (15th) day of each month following the date of execution of this Agreement and concluding upon the completion of all Project activities described in Exhibit A. Upon completion of the Project, DEVELOPER must submit to COUNTY an End of Project Report in the form attached to and incorporated in this Agreement as Exhibit E (End of Project Report Form), which must also include a statement of any program income received to date. COUNTY reserves the right to change reporting requirements as needed.

(b) All records, documents, and contracts required by this Agreement must be available for monitoring, audit, inspection, and copying during normal business hours and as often as COUNTY or other federal or state agency may deem necessary.

(c) COUNTY and DEVELOPER must maintain all records required by federal, state, and local laws, rules, and regulations for a period of no less than five (5) years from the date of the final Project audit. This requirement includes:

(1) All account, property, and personnel records as deemed necessary by COUNTY to ensure proper accounting of all Project funds and compliance with this Agreement.

(2) Financial records regarding the following:

(A) Invoices, receipts, and cancelled checks of all items purchased by DEVELOPER pursuant to this Agreement;

(B) Bills, cancelled checks, and invoices for all services contracted for by DEVELOPER pursuant to this Agreement;

(C) All capital expenditures in excess of One Thousand and No/100 Dollars (\$1,000.00), including a description, model, serial number, date, and cost of acquisition; and

(D) A copy of this Agreement must be retained for five (5) years after the Agreement terminates.

(3) If any litigation or claim is commenced prior to the expiration of the five (5) years and extends beyond such time, the records must be maintained until resolution of the litigation or claim and any person authorized by COUNTY must have full access to and the right to examine the records during such time.

(d) Failure by DEVELOPER to submit any required report or comply with any audit may result in COUNTY's withholding of current and future payments to DEVELOPER until such report is submitted to COUNTY or audit completed, as applicable, to the full satisfaction of COUNTY.

Section 8. Compliance with Applicable Laws and Regulations. DEVELOPER must comply with all applicable federal, state, and local laws and regulations in its performance of this Agreement including, but not limited to, Chapter 112, Florida Statutes – Public Officers and Employees: General Provisions, including particularly, Part III addressing ethics in government, as this statute may be amended from time to time.

Section 9. Project Publicity. Any news release, project sign, or other type of publicity pertaining to the Project described in this Agreement will recognize the Seminole County Board of County Commissioners as the provider of funds to DEVELOPER.

Section 10. Management Assistance. The CS Administrator will be reasonably available to DEVELOPER to provide guidance related to the administration of the Project; provided, however,

that this provision will not be deemed to relieve DEVELOPER of any duties or obligations set forth in this Agreement.

Section 11. 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 services to be performed under this Agreement, 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 as a result of Project services funded by COUNTY under this Agreement.

Section 12. 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 following: 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; any act or omission of DEVELOPER in the performance of this Agreement or any part thereof; a judgment over and above the limits provided by the insurance required under this Agreement, or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) COUNTY will be fully responsible for the intentional or negligent acts or omissions of its own respective elected officials, officers, employees, and agents in the performance of their obligations under this Agreement. COUNTY will not indemnify or hold DEVELOPER, its officers, employees, and agents harmless for any matters arising pursuant to the subject matter of this Agreement.

(c) The provisions of Section 768.28, Florida Statutes (2025), as this statute may be amended from time to time, will govern all matters of tort liability and limitations on damages as to COUNTY and nothing in this Agreement will be construed as a waiver of the sovereign immunity or of the limits on damages beyond the amount expressed in that statute, anything else in this Section or elsewhere in this Agreement to the contrary notwithstanding.

Section 13. 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 D, 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 (2025), 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 (2025), 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 (2025), 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 D (Insurance Requirements) attached to and incorporated in this Agreement. 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 (2025), 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 D. 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 14. Bonds and Use of Outside Contractors.

(a) DEVELOPER must obtain materials, workmanship, payment, and performance bonds in an amount at least equal to all required Project development costs. Such bonds must be satisfactory to COUNTY and be payable to COUNTY in an amount at least equal to the funding provided under this Agreement.

(b) If DEVELOPER hires professional contractors, subcontractors, or vendors providing labor, goods, or services for monetary or in-kind compensation and not on a voluntary or donation basis in connection with the Project, DEVELOPER will remain fully responsible for the adequacy of goods and services provided by said persons, as well as for prompt payment thereof and for prompt removal of any liens that may be filed by such persons. Failure to present marketable title free and clear of any such liens on the Property will be deemed an event of default under this Agreement and will be grounds for COUNTY to withhold remaining payments to DEVELOPER and to require repayment of funds already paid.

Section 15. Unused Funds/Property. In the event that COUNTY issues any funds to DEVELOPER which are not expended pursuant to the terms of this Agreement, such funds must be returned to COUNTY on or before the termination date of this Agreement.

Section 16. Certification Regarding Lobbying. DEVELOPER hereby certifies that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Florida Legislature or a state agency.

Section 17. Non-Expendable Property. Any non-expendable personal property acquired by DEVELOPER through funds issued by COUNTY pursuant to this Agreement will be subject to

all federal, state, and local regulations, including, but not limited to, the provisions on use and disposition of property. At the termination of this Agreement, any such property will be made available to COUNTY in accordance with the aforesaid provisions.

Section 18. Notice. Whenever either Party desires to give notice unto the other, notice will be sent to:

For COUNTY:

Seminole County Community Services Department
Attn: Community Development Division Manager
520 W. Lake Mary Boulevard
Sanford, FL 32773

For DEVELOPER:

Habitat for Humanity of Seminole County and Greater Apopka, Florida, Inc.
Attn: Penny J. Seater, Executive Director
251 Maitland Avenue, Suite 312
Altamonte Springs, Florida 32701

The Parties may change, by written notice as provided in this Agreement, the address or person for receipt of notice. Mere change of the person(s) to whom notices are sent may be done by a written letter sent via first class U.S. Mail without need for formal amendment to this Agreement. Any such change of the designated contact person(s) will be attached to all Parties' copies of this Agreement and become effective on the date received. COUNTY is responsible for notifying DEVELOPER of a default of the Agreement.

Section 19. Assignment and Subcontracts. Neither of the Parties may assign this Agreement, nor any interest in this Agreement, without the prior written consent of the other. DEVELOPER may subcontract certain necessary services as set forth in Exhibit A upon obtaining COUNTY Approval as defined in Section 2(b) of this Agreement.

Section 20. Public Records Law.

(a) DEVELOPER acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2025), as that statute may be amended from time to time, to release public records to members of the public upon request. DEVELOPER acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2025), as that statute may be amended from time to time, in the handling of the materials created under this Agreement and that said 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 as provided under Chapter 119, Florida Statutes (2025), as that statute may be amended from time to time.

(b) DEVELOPER specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, (2025), as that statute may be amended from time to time, with regard to public records and must:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(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, (2025), as that statute may be amended from time to time, or as otherwise provided by law;

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

(4) upon termination of this Agreement, 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 upon completion of this Agreement, DEVELOPER must destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If DEVELOPER keeps and maintains the public records upon completion of this Agreement, DEVELOPER must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(c) 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. DEVELOPER may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes (2025), as that statute may be amended from time to time.

(d) IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, DEVELOPER MAY CONTACT THE SEMINOLE COUNTY MANAGER'S OFFICE, AT 407-665-7410, DDRAGER@SEMINOLECOUNTYFL.GOV, 1101 E 1ST STREET, SANFORD, FLORIDA 32771.

Section 21. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties to it or their legal successors or assigns and no right or cause of action will accrue to or for the benefit of any other third party.

Section 22. 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 document executed with the same formality and of equal dignity with this Agreement.

Section 23. Termination and Breach.

(a) DEVELOPER may terminate this Agreement for good cause upon thirty (30) days prior written notice of intent to terminate delivered to COUNTY by certified mail, return receipt requested, or by hand delivery with proof of delivery. Good cause will be deemed to be a loss or discontinuance of Trust Fund funding.

(b) In the event of termination DEVELOPER will:

(1) prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination, including a final report and accounting of the type otherwise due at the end of the Project, without compensation for services rendered in completing said reports beyond the termination date;

(2) take any other reasonable actions related to the termination of this Agreement as directed in writing by COUNTY;

(3) immediately return any unexpended Trust Fund funds to COUNTY; and

(4) cease from making any further commitments of COUNTY Trust Fund funds.

(d) In the event of termination, COUNTY will pay for all previously approved, completed Project costs incurred or accrued as of the date of termination.

(e) The following actions will constitute a breach of this Agreement by DEVELOPER:

(1) Unauthorized or improper use of Trust Fund funds.

(2) Failure to comply with any requirements of this Agreement including, but not limited to, failure to timely execute a Second Phase Agreement with COUNTY and commence the second phase of the project encompassing the Property.

(3) Unauthorized changes in the scope, components, or costs of the Project.

(4) Submission of a negligently or fraudulently prepared Request for Payment Form, supporting invoices, or reports to COUNTY.

(f) Waiver by COUNTY of breach of one provision of this Agreement will not be deemed to be a waiver of any other subsequent breach of the same or another provision of this Agreement and will not be construed to be a modification of the terms of this Agreement.

(g) In the event DEVELOPER breaches this Agreement, COUNTY will have the immediate right to withhold future payments and to terminate this Agreement. COUNTY may also send a written demand for refund of all monies previously paid to DEVELOPER.

(h) COUNTY reserves all rights afforded by law and equity to enforce the terms of this Agreement and to recover damages in the event of a breach by DEVELOPER.

Section 24. Remedies. Upon determination that a breach has occurred, COUNTY reserves all legal and equitable rights to enforce this Agreement and recover any monies paid to DEVELOPER pursuant to this Agreement. Specifically, and additionally, COUNTY will have the following available remedies:

(a) Immediately terminate this Agreement, with or without notice;

(b) Reallocate the remaining uncommitted Trust Fund funds toward another Trust Fund authorized program or replenishment of COUNTY's Trust Fund;

(c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by DEVELOPER;

(d) Demand DEVELOPER immediately repay any monies expended in accordance with this Agreement;

(e) Require specific performance of this Agreement, including any and all of the terms of the attached Exhibits;

- (f) Demand payment and/or performance from the surety, if applicable;
- (h) Initiation and prosecution of any available legal or equitable remedy in a court of competent jurisdiction.

Section 25. Severability. If any one or more of the covenants or provisions of this Agreement are held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever held invalid, then such covenants or provisions will be null and void and deemed severable from the remaining covenants or provisions of this Agreement, and in no way affect the validity of the remaining covenants or provisions of this Agreement.

Section 26. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties, if any, relating to the subject matter of this Agreement. Amendments to and waivers of the provisions in this Agreement or changes in the Project's scope or cost will only be made by the Parties in writing by formal amendment to this Agreement.

Section 27. Headings. All section numbers and descriptive headings of paragraphs in this Agreement are inserted for convenience only and will not affect the construction or interpretation of this Agreement.

Section 28. Miscellaneous.

(a) The Parties represent to each other that each, respectively, has full right, power, and authority to execute this Agreement and that they have done all things necessary or conditions precedent to the execution of this Agreement.

(b) This Agreement will be construed in accordance with the laws of the State of Florida. The Parties hereby consent to venue in the Circuit Court in and for Seminole County,

Florida, as to state actions and the United States District Court for the Middle District of Florida, Orlando Division, as to federal actions.

(c) It is agreed that nothing contained in this Agreement is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as constituting DEVELOPER, including their officers, employees, and agents the agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. DEVELOPER is to be and will remain an independent contractor with respect to all services performed under this Agreement.

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

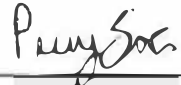
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed:

ATTEST:

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



BARNETT SPRAY, Secretary

By: 

PENNY J. SEATER, Executive Director

[CORPORATE SEAL]

Date: 11-4-25

[Remainder of page intentionally left blank. County signatures 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

RM

10/30/25

T:\Users\mmchugh\Community Services\2025\Agreements\25th Street Infrastructure Funding Agreement revised [first phase] (Oct.2025).docx

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Project Budget
- Exhibit C – Monthly Report Form
- Exhibit D – Insurance Requirements
- Exhibit E – End of Project Report Form
- Exhibit F – Request for Payment Form
- Exhibit G – Restrictive Use Covenant

EXHIBIT A
to
SEMINOLE COUNTY AND HABITAT FOR HUMANITY
OF SEMINOLE COUNTY AND GREATER APOPKA, INC.
GENERAL HOUSING TRUST FUND AGREEMENT

SCOPE OF SERVICES

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

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

1. DEVELOPER will construct and develop all water, sanitary sewer, storm gutters, and sidewalk infrastructure for the Property along with all attendant Soft Costs in preparation of a single-family community for occupancy by COUNTY approved Low income and Very low income families (the "Project"). Any changes to the scope of the Project will require prior COUNTY Approval by the CS Administrator.
2. COUNTY will make periodic payments to DEVELOPER in the aggregate amount of FIVE HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$581,125.00). In no event will COUNTY be obligated to pay more than FIVE HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$581,125.00) for the Project. COUNTY will remit payments to DEVELOPER upon its provision of satisfactory documentation of expenses in accordance with the requirements of the Agreement.
3. Payments to DEVELOPER will only be made according to the payment milestones in Section 3(d) in the Agreement per appropriate Requests for Payment as supported by copies of invoices for services rendered and such other documentation as required by the Agreement. Payments will only be for contracted services requiring cash outlay by DEVELOPER.

No payments will be made for, on behalf of or in lieu of donated labor, goods, or services. Retainage will be held in accordance with Section 6(i) in the Agreement.

4. HABITAT shall construct the Project on the parcels 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 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

[End of Exhibit A]



EXHIBIT B
SEMINOLE COUNTY AND HABITAT FOR HUMANITY
OF SEMINOLE COUNTY AND GREATER APOPKA, INC.
GENERAL HOUSING TRUST FUND AGREEMENT
PROJECT BUDGET

Activity	Budget
Construction and development of all water, sanitary, storm and sidewalk infrastructure for the single-family community development project at W 25 th St, Sanford, FL 32771, along with all attendant development costs.	\$581,125 (GHTF)
TOTAL	\$581,125.00



Exhibit C 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 D
INSURANCE REQUIREMENTS
GENERAL HOUSING TRUST
FUND PROGRAM TERM 2024-2025

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.

EXHIBIT E

END OF PROJECT REPORT

SEMINOLE COUNTY AND HABITAT FOR HUMANITY OF SEMINOLE COUNTY

AND GREATER APOPKA FLORIDA INC

GENERAL HOUSING TRUST FUND AGREEMENT

FISCAL YEAR: _____

Type of service provided: Construction and sales of one (1) single family home units, all are three (3), two-bathroom units for low-income family households

Total number of people served: _____

No. of Household/ Persons Assisted	Low and Moderate Income	American Indian or Alaska Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White	Hispanic or Latino/	Not Hispanic or Latino	Female Headed Household

Signed: _____

Date: _____

Seminole County/ Habitat for Humanity
General Housing Trust Fund Agreement
Exhibit E

EXHIBIT F

**SEMINOLE COUNTY/HABITAT FOR HUMANITY OF SEMINOLE COUNTY AND GREATER APOPKA
COMMUNITY SERVICES FUNDING AGREEMENT**

REQUEST FOR PAYMENT

Budget: \$581,125.00

Subrecipient: Habitat for Humanity of Seminole County and Greater Apopka

Name of Activity/Project: Single-Family New Construction Affordable Housing Development

Payment Request: _____

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

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

Signature Authority (Print Name and Title): _____

Signature: _____

Date: _____

Exhibit G

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:
Community Development Office
Seminole County Government
1101 E. 1st Street
Sanford, Florida 32771

RESTRICTIVE USE COVENANT

This Restrictive Use Covenant is made by **HABITAT FOR HUMANITY OF SEMINOLE COUNTY AND GREATER APOPKA, FLORIDA, INC.**, whose mailing address is P.O. Box 181010, Casselberry, Florida 32718, as fee simple owner, hereinafter referred to as "GRANTOR", 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, hereinafter referred to as "GRANTEE", concerning those certain parcels of real property, hereinafter referred to as the "Property", the legal descriptions and parcel identification numbers for which are:



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 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

GRANTOR shall construct and develop all water, sanitary sewer, storm gutters, and sidewalk infrastructure for the Property.

GRANTOR shall subdivide the Property and construct and manage the development of ten (10) single-family Affordable Homes on the Property.

GRANTOR shall convey each of the Affordable Homes to Low and Very low income families.

“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.

“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.

This Restrictive Use Covenant shall constitute a covenant running with the land, shall be binding upon the current GRANTOR, its successors in title, and is expressly for the benefit of GRANTOR and GRANTEE and may be enforced by GRANTOR or GRANTEE in any lawful manner. This Restrictive Use Covenant may be released only upon the consent of GRANTEE as evidenced by a written instrument to that effect duly executed by the Community Services Director or his/her designee and recorded in the Official Records of Seminole County.



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

IN WITNESS WHEREOF, GRANTOR, through its undersigned directors and officers, has caused this instrument to be executed:

ATTEST:

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

Barrett M. Spray
BARRETT SPRAY, Secretary

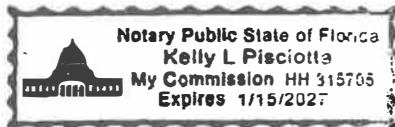
By: Penny J. Seater
PENNY J. SEATER, Executive Director

[CORPORATE SEAL]

Date: 11-4-25

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 4th day of November, 2025, by Penny J. Seater, as Executive Director, and Barrett Spray, 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.



Kelly L. Pisciotto
NOTARY PUBLIC
Print Name Kelly L. Pisciotto
Notary Public in and for the County
and State Aforementioned
My commission expires: 1-15-27

RM

11/3/25
/mnt/efs/20251104T1654-4olaRrw7pOxGYgd0.docx