

**AFFORDABLE HOUSING DEVELOPMENT AGREEMENT BETWEEN
SEMINOLE COUNTY AND HABITAT FOR HUMANITY OF SEMINOLE COUNTY
AND GREATER APOPKA, FLORIDA, INC.
FOR AMERICAN RESCUE PLAN ACT FUNDING**

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**”.

WITNESSETH:

WHEREAS, Congress passed the American Rescue Plan Act (“ARPA”) and President Biden signed the ARPA into law on March 11, 2021; and

WHEREAS, the ARPA, in part, amends Title VI of the Social Security Act by establishing the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund, together the Fiscal Recovery Funds; and

WHEREAS, the Fiscal Recovery Funds provide three hundred fifty (\$350) billion dollars in emergency funding for eligible state, local, territorial, and Tribal governments; and

WHEREAS, the COUNTY’s total allocation is in the amount of \$91,646,669.00; and

WHEREAS, ARPA, Treasury regulations, and/or Treasury guidance allows COUNTY to respond to the COVID-19 public health emergency or its negative economic impacts by developing affordable housing; 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 requests, and COUNTY agrees, to provide funding to DEVELOPER for the development of affordable housing, under the ARPA, Treasury regulations, and/or Treasury guidance, as specified herein; and

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) “ARPA” means the American Rescue Plan Act of 2021; P.L. 117-2.

(e) “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.

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

(g) “Fund” means the Fiscal Recovery Funds under the ARPA.

(h) “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.

(i) “Income Qualified” means a family consisting of one (1) or more individuals pre-qualified and approved by COUNTY for the purchase of the Affordable Home and who, individually or collectively, has a gross annual income not-to-exceed three hundred percent (300%) of the Federal Poverty Guidelines.

(j) “Lot(s)” means the six (6) subdivided lots on the Property, the assigned addresses of which are 2015 Leadership Point, 2023 Leadership Point, 2031 Leadership Point, 2039 Leadership Point, 2047 Leadership Point, and 2055 Leadership Point, Sanford, FL 32771.

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

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

Legal Description:

SEC 36 TWP 19S RGE 30E
W 132 FT OF NW 1/4 OF NW 1/4 OF SW ¼
(LESS RD)

Parcel Identification: 36-19-30-300-0510-0000

(m) “Treasury” means the United States Department of Treasury.

Section 3. Term. The effective date of this Agreement is the date the County executes this Agreement and expires on December 31, 2026 (“Term”), unless terminated earlier in accordance with this Agreement.

Section 4. American Rescue Plan Act Funding.

(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 commencing work on the Project, DEVELOPER must execute and COUNTY will record in the public records of Seminole County, an ARPA Program 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 by COUNTY to DEVELOPER stating 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 February 1, 2024.

(b) This is a reimbursement Agreement. COUNTY will review invoices with supporting documentation and if approved, reimburse DEVELOPER up to a maximum of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) (“Award Amount”) in order to respond to the COVID-19 public health emergency and its negative economic impacts, as authorized in accordance with this Agreement. Such reimbursement is subject to the maximum funding allotment per individual lot as outlined in Exhibit A.

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

(d) If DEVELOPER completes the Project by September 30, 2024, DEVELOPER may be eligible for additional Funds through a separate agreement, subject to available Funds and in COUNTY's sole discretion.

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

(f) 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.

(g) The COUNTY's performance and obligation to reimburse under this Agreement is contingent upon an appropriation by the Federal Government, 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.

(h) 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.

(i) 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 commencing 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 FOUR HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED SEVENTY-SIX AND NO/100 DOLLARS (\$481,176.00) 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 ARPA Program 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 – ARPA Program Mortgage Deed and Promissory Note. Once each of the six (6) 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 Certificate for Payment, attached to and incorporated in this Agreement and must submit the reimbursement request

monthly electronically 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, Treasury guidance, and Treasury regulations. 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 or the Federal Government, in each of its sole discretion, 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 C, 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 C. 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 C. The policy must include as loss payee Seminole County, Florida on applicable coverage.

(B) The minimum limits to be maintained by DEVELOPER are:
\$50,000 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 15, 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 18, Notice;

(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, TRICIA JOHNSON AT: (407) 665-7247, TAJOHNSON@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) In accounting for the receipt and expenditure of Funds under this Agreement, DEVELOPER must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board ("GASB") and the Financial Accounting Standards Board ("FASB").

(b) The Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or 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.

(c) If an audit shows that all or any portion of the Funds reimbursements 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.

(d) If DEVELOPER expends \$750,000.00 or more in Federal awards during the DEVELOPER's fiscal year, DEVELOPER must have an audit performed in accordance with 2 CFR Part 200, Subpart F, at DEVELOPER's expense.

(e) 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.

(f) DEVELOPER must, within thirty (30) calendar days of completion, send copies of reporting packages required under this Section 23, Audits and Financial Statements, directly to COUNTY in accordance with Section 18, Notice.

(g) Fund payments are considered federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

Section 23. Reports.

(a) DEVELOPER must provide COUNTY with monthly, quarterly, and end of Project reports, by completing Exhibit E – ARPA Monthly Progress Report, Exhibit F – ARPA 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 and to comply with requirements set forth by Treasury. In addition, and when requested by Treasury, Treasury regulations, Treasury guidance, or 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.

Section 24. Monitoring. In addition to reviews of audits conducted in accordance with Section 23, Audits and Financial Statements, monitoring procedures may include, but not be limited to, on-site visits, limited scope audits, or other procedures performed by the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY. The DEVELOPER agrees to comply and cooperate with any monitoring procedures and/or processes deemed appropriate by the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY. In the event that the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY determines that a limited scope audit of the DEVELOPER is appropriate, the DEVELOPER agrees to comply with any additional instructions provided by the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or 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 the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY. In addition, the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY will monitor the performance and financial management by the DEVELOPER throughout the Term to ensure strict compliance with this Agreement, ARPA, Treasury regulations, and Treasury guidance.

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, including, but not limited to, ARPA, regulations adopted by Treasury, guidance adopted by Treasury pertaining to ARPA, 2 C.F.R. Part 200, titled “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” 2 C.F.R. Part 2424, titled “Nonprocurement Debarment and Suspension,” Section 504 of the Rehabilitation Act of 1973, Title VIII of the Civil Rights Act of 1968, the “Anti-Kickback” Act (18 U.S.C. 874), the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, Executive Order 11063 as amended by Executive Order 12259, Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086 and 12107, as any one of the foregoing may be amended. DEVELOPER must require its subcontractors to comply with this Section 28,

Compliance with Laws and Regulations, in DEVELOPER's subcontracts. 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, which 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. DEVELOPER shall comply with the terms of Exhibit J, Additional Terms and Conditions, attached to and incorporated in this Agreement. Exhibit J controls over any contrary provision elsewhere in this Agreement. In addition, DEVELOPER must execute

concurrently with the execution of this Agreement Exhibit K, Certification regarding Lobbying, attached to and incorporated in this Agreement.

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

ATTEST:

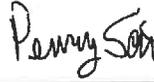
HABITAT FOR HUMANITY OF
SEMINOLE COUNTY AND GREATER
APOPKA, FLORIDA, INC.



CHANDRA JONES, Secretary

[CORPORATE SEAL]

By:



PENNY J. SEATER, Executive Director

Date:

4-4-24

[Signatures and attestations on the following pages]

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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 – ARPA Program Mortgage Deed and Promissory Note (Developer)
- Exhibit C – Restrictive Use Covenant
- Exhibit D – Application and Certificate for Payment
- Exhibit E – ARPA Monthly Progress Report
- Exhibit F – ARPA Quarterly Progress Report
- Exhibit G – End of Project Report
- Exhibit H – ARPA Program Mortgage Deed and Promissory Note (Income Qualified family)
- Exhibit I – Subcontractor List
- Exhibit J – Additional Terms and Conditions
- Exhibit K – Certification Regarding Lobbying

RM
3/22/24
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EXHIBIT A – Scope of Services

Developer is responsible for the following activities:

Activity 1: Line of Credit Financing

- Execute ARPA Agreement, Mortgage, Note, and Restrictive Use Covenant with Seminole County in the amount of \$166,666.00 per lot for six (6) lots, not to exceed \$1,000,000.00.
 - Payments will not be made until the Mortgage/Note and RUC are fully executed and recorded
- County will issue the Notice to Proceed

Activity 2: Pre-Development

- Prepare itemized Project Budget and submit Seminole County Community Development Program Manager prior to commence of construction
- Prepare Construction Timeline (Gantt Chart) and submit to Community Services Administrator prior to commencement of construction
- Site inspections
- Enter into contract for Architectural and Engineering Services
- Prepare site plans and specifications
- Conduct plan review with local jurisdictions
- Submit plans for permitting

Activity 3: Construction

- Enter into contract with licensed General Developer/Residential Construction Builder to construct units
- Permits approved
- Soil testing/environmental review
- Construction begins
- Monitor construction
- Conduct periodic inspections with Community Services Administrator
- Submit payment draws to Community Services Administrator
- Schedule substantial completion inspections
- Schedule final completion inspections
- Submit final reimbursement request within 30 days of receipt of Certificate of Occupancy

Activity 4: Property Sale/Disposition

- Enter preconstruction sale contract with income qualified family, holding deposits in escrow with a title company
- Refer income qualified family to Seminole County Community Development Division to complete buyer income certifications
- Make property available for home inspections and appraisals
- Address any items listed in home inspection report prior to closing
- Schedule closings
- Execute and record mortgage, note, and restrictive use covenants as required

Program Marketing and Outreach

- Provide marketing plan to identify income qualified family who will also first-time homebuyers
- Developer agrees to market the units to applicant households in accordance with 24 CFR Part 5.
- Coordinate advertising of program and properties
- Market and host open house for completed properties (if necessary)
- Provide information to applicant household members to register and complete the 8-hour Homebuyer Education Course (certificate required to close); Course must be completed not more than 12 months prior to closing date.

Income Qualified Family Requirements

- Household income cannot exceed 300 percent of the Federal Poverty Guidelines, as illustrated below:

Federal Poverty Guidelines	Income Limits by Number of Persons in Household							
	1	2	3	4	5	6	7	8
300%*	\$45,180	\$61,320	\$77,460	\$93,600	\$109,740	\$125,880	\$142,020	\$158,160
<i>Add \$16,140 for each additional household member *Amount updated annually by HUD</i>								

- All applicant household incomes will be determined in accordance with 24 CFR Part 5 § 5.240 Family disclosure of income information to the responsible entity and verification.
- All income qualified persons listed on the mortgage must complete the 8-Hour Homebuyer Education Course and provide certificate(s) to the Community Services Administrator in order to receive down payment and closing cost assistance.
- FHA and Conventional financing are allowed

**SCOPE OF WORK AND TECHNICAL CONSTRUCTION
SPECIFICATIONS FOR THE FOLLOWING PROJECT:**

HOMEOWNER:

--

ADDRESS:

--

PARCEL #:

--

MUNICIPALITY

--

Seminole County Community Services is seeking a State Certified General Contractor, State Certified Building Contractor or a State Certified Residential Contractor to clear and prepare the lot and construct a new dwelling. Developer will be responsible for providing new permit ready (sealed) house plans that will be in the range of 1300 SF plus or minus 100 SF. Plans must be approved by Seminole County Community Services. Any associated variances related to building on this lot (setback, well or septic etc.) will be the responsibility of the Developer.

ALL PROJECTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL LAWS, RULES, AND REGULATIONS, AS DETERMINED BY THE PERMITTING JURISDICTION.

01. General Requirements:

As stated above, the Developer must be state certified and possess an active CGC, CBC or CRC license. The Developer will be responsible for all of the following:

Plans/Permitting:

- Provide house plans, which will be used for permitting and construction of the new home and copy of approved permit from the permitting jurisdiction to Seminole County Community Development.
- Once project has been awarded proposed plans and plot plan with elevations must be presented to the Community Services Administrator for approval **prior** to being submitted to the homeowner and the Building Department having jurisdiction.
- Developer responsible for all documents required for permitting. Developer responsible for all applicable fees and charges pertaining to insurance, permits (including septic if required), variances, architect / design, engineering and utility connections. In addition, Developer will be responsible for obtaining pre-demolition assessments, if necessary or demolition permits.
- Surveys, including appropriate spot grades, proposed and final grades.

- Developer will be responsible to meet or exceed any elevation requirements as put forward by Seminole County, the permitting jurisdiction, Zoning, Public Works or land management.
- Variances (setback, septic or well if required – see Section .02, Site Work - below)

Work:

- Abandonment of old septic tanks, wells or drain fields if required. See Section .02 (Site Work) below for details
- New septic systems and wells (if required), sewer connections, water meter fees and or relocation of water meter.
- Developer responsible to provide portable sanitary facilities for the duration of the project.
- Provide and maintain a job site dumpster.
- A temporary power pole is required unless circumstances prevent.

Safety:

- Safety: Developer will be responsible for recognizing and remediating all safety hazards in and around the home during construction activities. Safety procedures to be in place until a Certificate of Occupancy is issued on the home. These procedures include, but are not limited to the following:
 - The work site shall be maintained in a clean and orderly manner.
 - Debris shall be placed in a proper container daily
 - No materials or construction debris shall be stored in any ill-mannered fashion or location not suitable for its contents.
 - Re-bar caps shall be installed on any exposed steel rod ends.
 - Use Hard Hats at all times in construction site.
 - No damaged power cords, frayed or broken grounds left at construction site
 - OSHA approved ladders must be used
 - Lanyards for fall protection (over 6' above ground) must be on site
 - Must ensure use of properly installed scaffold

Warranty:

- Developers must provide a warranty on all materials used and/or labor performed to install such materials for a period of not less than **one year**. Electric, Plumbing, HVAC systems will be warranted for a period of **two years**. (If there is an extended manufactures warranty on the HVAC system, it will be explained to the owner along with supplying the associated manufacturer's documents). Roof installations will be warranted for a period of **5 years**. A structural warranty will be required on the new home for a period of **10 years**.

Closeout:

- Developer must complete, and forward to the manufacturer, the warranty registration for all appliances, hot water tank, roofing shingles, and HVAC system at completion of project. If an extended warranty is provided by the manufacturer, that exceeds the 2 year standard warranty, the information will be provided and explained to the homeowner. In addition, the Developer is to provide the homeowner with a **folder** containing all the manufacturer's brand, model, warranties and operating instructions for all the items installed in the home: ROOFING, HVAC, APPLAIANCES, WATER HEATERS, PLUMBING FIXTURES, FLOORING, FANS, ETC. Developer will also include a list, with his contact information, and those of the major sub-Developers that provided services to the home so homeowner can call for warranty service.
- Developer, or representative, will clearly demonstrate the operation of the HVAC system, including changing the filter monthly. *Developer to provide 12-month supply of appropriately sized single-use filters.*
- Developer, or representative, will clearly demonstrate and explain all installed features of home and any issues that would be considered normal homeowner maintenance. This would include GFCI and Arc-fault receptacles, electrical panels, caulking and low volt stub out locations, plumbing clean outs and water shut off valves.

Minimum Requirements:

- Each Property must be in compliance with the Energy Conservation and Production Act (ECPA) (Pub. L. No. 94-385), as amended (Model Energy Code) and the Lead Safe Housing Rule (24 CFR Part 35, subparts B-R), as amended June 21, 2004
- All materials used must meet or exceed the minimum ANSI "American National Standards Institute" and/or ASTM "American Society for Testing and Materials" guidelines.
- Materials will be in accordance with the construction standards as defined by the permitting jurisdiction.

Substitutions:

- All products and materials listed herein may be substituted with an "equal or greater" quality product and /or material of "equal or lesser cost" or as required by Local, State and Federal codes or regulations. The manufactured brands stated herein for certain

products will be considered the basic minimums for quality expectations by Seminole County.

New home design and standard features:

Standard Features:

- Air-conditioned space shall be approximately 1300 square feet, plus or minus 100 square feet. It shall have three (3) bedrooms and two 2 baths.
- New home **will have** an attached two car garage. See Section .02 (Site Work) below.
- Termite Protection: Shall be provided by a registered termiticide and comply with current FBC requirements. A certificate will be provided to the Permitting Jurisdiction at final inspection for issuance of C.O.
- House will be designed with a hip roof.
- Provide pre-manufactured truss system that shall cover (incorporate) the front porch. The trusses over the porch shall be supported by a structural header, wood posts or block columns at the front edge of the porch slab (Section .06).

Exterior Requirements:

- House to be centered on lot if conditions permit.
- Home to be constructed on a stem wall foundation at a minimum of 4 courses (3 block and 1 chair). See Section .02 (Site Work) below.

If Income Qualified Family is in need of an ADA accessible unit, the following must occur:

- The front porch needs to be raised up to within a ¼” of the finished floor for accessibility. The sidewalk from the porch to the driveway cannot exceed an 8% slope for accessibility purposes (see Section .03 below).
- Front entry (porch): Front porch to be approximately 80 square feet (Section .03 below).
- Rear patio slab to be approximately 8’ x 10’ (80 sq. ft.) see Section .03 below.
- Provide a sliding glass door at the rear patio location.
- Sub-fascia will be 6”.
- House to be constructed with block exterior walls (Section .04 below)

Interior Requirements:

- See Section .06 below for framing requirements.

- Provide a new Range, Over the Range Microwave, Refrigerator with ice maker, Dishwasher, Washer, Dryer and garbage disposal. Specifications in Section .11 (Equipment) below.
- A blower door test will be required at substantial completion.
- Home will have either Garage Laundry or Utility Room Laundry. To be specified in section .11

02. **Site Work:**

Lot Condition / Demolition / Clearing:

- Site Specific Conditions will address any lot specific issues: trees, fences, septic, wells, or outbuildings.
- Water, sewer, septic and well information, along with locations are written in Mechanical, Section .12 below.
- Developer to supply dumpsters.
- Site Prep. This includes fill for the house pad, fill inside form or stem wall and proper grading of the lot. It also includes all fill associated with a mound septic if required.
- Lot will be elevated with the proper amount of fill for proper drainage. Slopes around slab perimeter will be graded with a minimum 4:1 slope
- Developer to obtain any pre-demolition site assessments as required by the permitting jurisdiction as well as obtaining and paying for all the proper demolition permits.
- Developer responsible for all variances, and associated fees.
- Developer to supply portable sanitary facilities.
- Developer shall entirely demolish the existing residential structure and any auxiliary structures pertaining to the property, including but not limited to; any flat concrete slab(s), broken city sidewalk(s), existing septic tank and / or drain field, and / or supporting concrete piers or remnants of old foundation(s) as well as fence(s) or remnants of fence(s). Any trees interfering with the placement of the new home shall be properly removed. Existing trees that remain will be trimmed for safety and appearance.
- Haul away and properly dispose of all debris.
- Developer responsible for proper finish floor elevation as specified by the permitting jurisdiction.

Landscaping:

- At final grade, prior to sod and landscaping, lot will be graded to comply with approved engineering and proper drainage.

- Lot will be fully covered with Bahia grass to cover final lot grading and disturbed areas. Sod must be weed free and in a healthy growing condition when installed. It should be installed with tight non-overlapped joints. Sod showing discoloration or wilting will be rejected.
- Sod containing nut grass, lippie, water sedge and dollar weed is not acceptable and will be rejected.
- Developer will keep new sod properly maintained, watered, and mowed (as needed) until project Close Out
- Contactor will protect new sod areas from damage by vehicle traffic or construction activities.
- Completed sod will reflect the final grade, be firmly placed (no soft spots) and be flush with adjoining walks, drives or borders of any kind.
- Sod will be alive and healthy when house is complete, and project closed out. These items will *not* be warranted after close out.

Trees and Shrubs:

- Developer to notify Community Services Administrator if permitting jurisdiction requires additional trees.
- Install 20 perennial plants along the front exposure of the house. Plants to be a minimum 3-gallon size, drought tolerant and resistant to full sun.
- Include a minimum of 3” of mulch in the beds surrounding the plants.
- Include two (2) canopy trees (no palms). Trees to be Florida Fancy or a Florida #1 grade. Plant one in the city / county right of way (if possible) and one in the front yard. Trees shall be 10’ high with a 2” caliper at DBH (diameter at breast height). Tree to be guyed in an upright position immediately after planting.
- Trees and landscaping will be alive and healthy when house is complete, and project closed out. These items will *not* be warranted after close out.

03. Concrete:

Stem Wall Concrete Slab:

- In order to minimize or prevent the potential negative impact of water drain-off into adjacent properties the new house shall be a 4 course (3 block and 1 chair) stem-wall construction. Stem-wall can be reduced to a 3-course wall if lot conditions allow. Developer will contact the Community Services Administrator for approval to reduce a course before stem-wall is constructed. A stem-wall may

necessitate the addition of concrete steps at the front and rear of house to access the higher front porch and rear sliding glass door. Handrails and stairs, if required, shall comply with current FBC regulations.

- ADA Accessibility requirements if an ADA accessible Property: front porch shall be raised to ¼" to ½" below the finish floor for accessibility. The sidewalk leading from the front porch edge to the new driveway needs to have a maximum slope of 8% (1' in 12') for accessibility.
- Control joints need to be cut across the house floor to prevent cracking. Control joints shall be cut across the front and back porches (cut front to back).
- Front and rear porch to have a light broom finish.
- Sliding glass door to be recessed per door installation specifications.

Driveway and Sidewalk:

- Concrete minimum 2500 PSI
- Minimum width is 12' (not including the apron) unless the Site-Specific Conditions describes an overriding condition.
- Pre-formed or saw cut expansion joints must be provided. Maximum spacing 10' on driveway, 4' on sidewalk to home.
- Minimum thickness is 4". Increase to 6" on the County side.
- Sidewalk from new drive to front porch max slope 8% (1' in 12').
- *Developer responsible for relocating any utility poles or water meters in proposed driveway location.*

04. Masonry:

Exterior block wall:

- Exterior walls to be reinforced concrete masonry units as detailed by the engineer of record or design professional.
- Block work to be laid in a workman like manor with the walls plumb, level and square with a maximum joint size of ½".

Stucco:

- Exterior block walls will be stucco finish. A three coat process will be required: A base scratch coat, smooth coat and a light skip trowel or broom added topcoat. Stucco will comply with current FBC requirements.
- Front porch ceiling detail articulated in Section .09 below

- All windows and exterior doors will receive a 6” cut band around the opening. This will apply to all 4 sides of house.

05. Metals:

Metal framing, Stairs or ramps:

- Not applicable unless noted in Site Specific Conditions below:

06. Wood and Plastics:

Framing and rough carpentry:

- Interior walls to be wood frame 16” OC.
- Interior hallways to be a minimum of 36” wide.
- Install a centrally located scuttle hole for attic access that complies with current FBC requirements.
- Frame opening for medicine cabinet in each bathroom (14” x 18”). Up 54” from floor to bottom of opening.
- Exterior block walls to receive PT furring: Install a 1 x 4 PT furring strip around the base perimeter of the block. Install 1 x 2 furring 16” OC vertically above the base strip. Top perimeter of block to receive a 1 x 2 PT furring. Install 1 x 6” furring over top of window and door openings and extend 8” each way beyond opening. Install 1 x 4” PT furring on the sides of windows and doors. Install a 1 x 2 PT furring below window parallel with the sill.
- Sheathing to be OSB 7/16”
- Sub-fascia will be 6”. It will NOT require a 1x2 to be installed at the top to offset the drip edge.
- Overhang to be standard 16”. If elevation has any gables included, the overhang (rake) will be 12”.
- Framers to install openings with blocking for off ridge vents that will be installed on the roof deck. Openings need to comply with ventilation requirements of current FBC requirements.

Trusses:

- House will incorporate a pre-built and engineered truss system. The roof style will be “hip”.
- The truss system will extend over the front porch and shall be supported by a header and 4 x 4 posts or a block column.
- The front porch ceiling will not require OSB to be installed (see Section .09 Finishes).

Finish Carpentry and Millwork:

- Interior door style to be 6 panel pre-hung. Hardware (including hinges) will be brushed nickel throughout. Doorknob (passage and privacy) to be lever style.
- Casing to be 2 ¼" finger joint colonial. Baseboard to be 3 ¼" finger joint colonial.
- Windowsills can be PVC "faux wood" with apron (Marble and Corian are also acceptable).
- Closet doors shall be 6-panel bypass type. 6-panel bi-fold doors may be used in specific locations that bypass will not work. Hinge doors at bedroom, bath and utility room (if applicable).
- **Master bath door** should be "clear accessible" 2-8. If the clear opening will not be 2-8, a 3-0 (36") door will be installed.
- Baseboards shall be installed on top of new floor tile.

Cabinets (Kitchen):

- Kitchen cabinets will have solid wood face frame and solid wood door and drawers. Cabinet doors and drawers shall open without clearance issues from adjacent appliances and be easily accessible.
- Wall cabinets shall be 30".
- Cabinets will have fully finished interiors including full back coverings. Any electrical or plumbing penetrations through back of cabinet will be caulked or covered with an installed escutcheon.
- All door and drawers will have brushed nickel pulls and handles.
- Hinges to be concealed European type.
- Installation to include all necessary caulking, trim and adjustment of doors and drawers required to provide a professional finished product.
- See Section .15 for Kitchen plumbing specifications
- See Section .11 for appliance specifications

Cabinets (bathroom):

- Vanity cabinets shall be same style and color as Kitchen selection.
- Master vanity shall be "comfort height" and a minimum of 32" wide.
- Hall Bath shall be minimum 36" wide.
- Doors or drawers shall have brushed nickel pulls or handles.
- Installation shall be tight fit to adjacent wall with no visible gaps.

Counter Tops (Kitchen):

- Counter tops to be mica clad with a standard 4” backsplash installed over 45# industrial grade (dense) particle board. **Counter Tops (Master and Hall Bath Vanities):**
- Vanity tops to be white, cultured marble or Corian with integrated sink and overflow protection. The top must have a 4” back and side splash.

07. **Thermal & Moisture Protection:**

Insulation:

- Ceiling insulation is to be R38, blown or batts.
- Exterior wall insulation will conform to current FBC requirements. Minimum insulation is Fi-Foil R4.1 installed over ¾” furring strips attached to the exterior block wall.
- Penetrations in top plate of interior frame walls or penetrations through the exterior wall will be sealed with expanding foam.

Roofing:

- Roof will consist of thirty-year architectural mildew / algae resistant asphalt shingles and will comply with all current FBC requirements. Color selected from a minimum of 4 sample selections supplied by Developer. White is not an option.
- Shingle underlayment will comply with current FBC requirements.
- All drip edges to be installed with ring shank galvanized nails
- Shingles will be properly flashed at valley locations and where the roof terminates at a wall. Install “kick out” flashing at the bottom of the roof slope to prevent water intrusion where it terminates at a plumb high wall or beam.
- Developer responsible for proper roof ventilation. Off ridge vents must comply with attic ventilation requirements of current FBC. Proper attic ventilation will require vented soffit to be installed at the eaves. Developer will also be responsible for installing goose neck exhaust vent caps, flashing on the weather head, and plumbing vent stack boots.
- **Soffit and Fascia:** Provide and install white aluminum fascia and vented soffit on all overhangs. Fascia will be 6”. A 1 x 2 off set strip will *not* be installed at the top of the sub-fascia so the new aluminum fascia installs flush behind the drip edge.

Caulking:

- Exterior:
 - Caulk all windows and doors to stucco or siding to prevent intrusion.

- Caulk all exterior receptacles and AC disconnect boxes to prevent intrusion.
- Caulk low volt stub outs on exterior
- Caulk around meter can and / or disconnect box to prevent intrusion.
- Interior:
 - Caulk all windowsills
 - Caulk casing and baseboards. Baseboards to be caulked to floor tile to eliminate gap.
 - Caulk all penetrations: Whip to hot water tank, plumbing stub outs in cabinets or through drywall.
 - Kitchen countertop back splash will be caulked to drywall. Joint between countertop and backsplash will also be caulked.
 - Vanity tops will be caulked at backsplash and drywall. The joint between top and backsplash will also be caulked.
 - Caulk around all shower valve trim kits
 - Caulk around all acrylic tubs and showers (caulk to drywall)

08. Doors and Windows:

Exterior Doors:

- Exterior hinge door (front door) will be a six panel, fiberglass clad, pre-hung, inswing door. Door will NOT have a glass insert. The door will have a handle set and deadbolt. Handle set, dead bolt and hinges shall be brushed nickel.
- Front entry door will have a “wide angle” peephole installed.
- Sliding glass door panels will be energy efficient, insulated, Low-E. If sliding glass door is not available in vinyl clad material, aluminum will be acceptable (Sliding door only).

Windows:

- Windows will be white vinyl clad single hung windows. All windows will be one over one (no muntins). Glass will be Low-E insulated. The windows will be required to meet all current code regarding egress and hurricane design pressure. Locks should be easily accessible.
- Windows and sliding door to be installed using manufacturers installation specifications and Florida Product Approval detail.

- Each bedroom shall have a minimum of one window that meets egress requirements.
- Bathroom window shall be obscure/tempered glass.
- Each window will have a sill installed. PVC “faux wood” with apron is preferred. (Marble or Corian are also acceptable.)

09. Finishes:

Drywall:

- Drywall (1/2”) hung on walls and ceilings and finished. Knockdown ceilings with light orange peel texture on the walls.
- Front porch ceiling hung with ½” anti-sag exterior soffit board drywall, finished with knocked down texture.

Tile:

- All floor surfaces under air, including bathrooms and closets, shall have porcelain or ceramic floor tile, size shall be *minimum* 18” x 18”. Developer to prepare floor to insure a level professional finish.
- Developer to install anti-crack membrane or liquid crack isolation membrane before installation of floor tile.
- Homeowner to select floor tile from a minimum of 4 samples.
- On layout, center floor tile field in both directions. Adjust layout to avoid pieces less than half the size of the tile supplied. Provide straight cuts which run parallel with adjacent walls or cabinets; no diagonal lay. Grout joints will be uniform in width (1/4” maximum). Extend tile under cabinets, dishwasher location, range and hot water tank to form a complete covering without interruption. Upon completion of work, clean tile and remove all grout residue and debris. Protect tile after cleaning with paper or cardboard to prevent damage.

Carpet:

- Carpet will not be installed unless specified in “Site Specific Conditions” below.

Paint (exterior):

- Paint shall not be applied without a thorough preparation of all surfaces (caulking)

- Stucco walls must be properly cured (pH below 10) before paint will be applied.
- Stucco to be primed with Loxon Masonry Primer (Sherwin Williams) or equal before final paint is applied.
- Stucco to receive two coats of final paint by airless spray and a wet back roll.
- Exterior paint to be Sherwin Williams A-100 or equal
- Front Porch will receive an acrylic knock down texture
- Front porch ceiling same color as exterior body.
- New wood and / or siding will be primed with two applications of topcoat.
- All final paint to be free of runs, sags or other defects such as brush and roller marks.
- Owner to select final body, trim, and door colors from a minimum of 4 samples (each).

Paint (interior):

- Paint shall not be applied until all surface prep is complete (caulking)
- Interior wall paint to be Sherwin Williams ProMar 200 or equal. Apply 2 coats of wall paint. Spray and back roll is an acceptable method.
- Interior trim to be semi-gloss white. Sherwin Williams ProMar 200 or equal. Trim to have two applications. Primer with topcoat is acceptable.
- Ceilings to receive two coats of white flat paint.
- Closet interiors same as wall color.
- Kitchen and bath walls to be eggshell or semi-gloss.
- Homeowner to select interior wall color from a minimum of 6 samples.

10. Specialties:

Shelving:

- Bedroom closets to have 12” wire shelving with free slide for hangers. Shelving to be installed with one run on each exposed wall in each closet.
- Linen closets to have 4 – 16” tight mesh shelves.
- Utility room (if applicable) to have one 12” tight mesh shelf installed over washer and dryer. Approximate length is 64”.

Medicine Cabinets:

- Install one medicine cabinet at the side wall adjacent to the vanity in each bathroom. Opening size is 14" x 18". Bottom of rough opening is 54" up from finish floor. Medicine cabinet door to be beveled glass.

Mirrors:

- Install a mirror over each vanity. Width 2" shorter than vanity top width. Height to be 42"

Towel bars and TP holders:

- Install one towel bar and one toilet paper holder in each bathroom. Color to be brushed nickel.

Window blinds:

- All windows to receive horizontal blinds, minimum 1" slats, and be white.
- Sliding glass door to receive vertical blinds. Color white.
- Installation method shall be "inside" mount.

Accessibility Ramps:

- If a specialty accessibility ramp is required, it will be described in "Site Specific" below.

11. Equipment:

Kitchen:

- Provide the following: Energy Efficient 30" freestanding Gas range with a minimum of 4 burners, Over the Range Microwave with recirculating vent, Dishwasher, minimum 18 CF refrigerator with ice maker (hinge on the correct side to allow proper access from prep area). Ice maker supply tube will be installed to the wall valve. Supply 1/3 horsepower Insinkerator (or equal) disposal. Appliances to be from the same manufacturer. Approved appliances to be GE or Whirlpool, or like quality.

Garage:

- Attached two car garage, approximately 480 sq ft with a 16 ft. garage door and entry door leading to the interior of the house.

- Interior finish of the garage will be struck block, knocked down painted ceiling and orange peel texture on the frame / drywall walls. Painted.
- Garage to have a garage door with opener.
- Garage to have a garage door pre-wired. This will include one receptacle in the ceiling, for the motor with low volt wires run to each side of the door opening for sensors and one wire at the entrance door for the door button that terminate at the future motor location at the ceiling.
- Install a 48-inch double bulb LED ceiling light fixture for the garage area.
- Install a 48-inch wrap around ceiling LED light fixture over the laundry location.
- Install a 48-inch double bulb LED ceiling light fixture for the garage area.
- One extra wall receptacle for general use in garage area.
- Install one 1 ¾" exterior solid core hinge door from the garage to the living area. Must have weather strip and 20-minute fire rating. Include lever handle lock set.
- Provide Energy Efficient washer (minimum 7 CF) and dryer (minimum 4.2 CF) shall be same manufacturer (GE or Whirlpool), white. Supply Gas 40-gallon water heater. New water heater to have a five (5) year minimum limited warranty from the manufacturer. Approved appliances to be GE or Whirlpool, or like quality.
- **Laundry location must be one of the following:**
 - **Garage Laundry:** Garage is to include the washer, dryer (dryer is always on the right), hot water heater and HVAC air handler. *(Located to the rear of Garage). HVAC can also be placed in a dedicated closet inside the home.*
 - Install a 64" wire shelf (12" depth) over washer / dryer location.
 - **Utility Room Laundry:** Utility Room shall include the washer, dryer (dryer is always on the right), hot water heater and HVAC air handler *(HVAC can also be placed in a dedicated closet inside the home).*
 - Install a 64" wire shelf (12" depth) over washer / dryer location.

12. **MECHANICAL:**

Water Service, Sewer, Septic:

- Developer must notify the Community Services Administrator of the water service supplier and of connection of water service (meter) to new residence. Include ¾" PVC line and shut off valve where line enters home at the side of building. All plumbing trenches for supply and drain lines to be properly filled and compacted to grade before sod is installed.
- Shut-off valve to be ball type lever handle, gate valve will not be accepted.
- Developer must notify the Community Services Administrator of the sewer service supplier and connection of drain line to sewer tap.
- Sewer, water, septic or well locations, if known, will be indicated in "Site Specific Conditions" below.
- Developer to be responsible for relocation of meter and piping if a move is necessary.

Plumbing:

- The following components shall be provided: Domestic hot and cold water lines, water heater (see requirements below), drainpipes and vents, AC chase pipe between air handler and condenser location, washer supply valves with valve box, and an ice maker line with recess box and valve located in kitchen.
- Provide two exterior hose bibs with vacuum breakers. One at front side and one at rear on opposite side.
- PEX or CPVC is the approved pipe for supply lines. PVC for drain lines.
- Kitchen sink is Stainless Steel 50/50 minimum of 8" depth.
- Disposal will be 1/3 HP Insinkerator (or equal).
- Energy Efficient water heater (Section .11).
- Faucets and valves will be "low flow" single lever Moen, Delta (or equal) and meet accessibility requirements. Kitchen sink will have a spray nozzle.
- All faucets and valves will be brushed nickel.
- All plumbing trim will be brushed nickel finish.
- All bath shower / tub units will be white.
- Anti-scald valves at showers and tubs.
- Hall bathroom to have a sixty-inch (60") bathtub.
- Master bathroom to have a finished (30" x 60") shower stall.

- Shower and bathtub stall walls to be covered with ½” cementitious board, taped and finished to receive tile. Remaining walls and ceilings to be covered with half inch (½”) green-board, taped and finished to receive paint.
- Tile to be installed from floor to ceiling in shower stall area and from top of bathtub to ceiling in bathtub stall. All outside termination points to be finished with Schluter style metal trim.
- Both showers to be supplied with standard tension rod and white curtain.
- ADA toilet in both baths with 1.28 GPF, elongated, white.
- Install escutcheon plates on all pipe protruding from cabinet back or from the wall (at hot water tank)

HVAC:

- Provide and install new split system HVAC. New components to have a minimum **15.0 SEER** rating. Rheem, Carrier or Trane are the approved manufacturers. Unit must contain a properly sized heat strip.
- Unit must filter at one location; multiple filter locations will not be accepted unless specified by permitting jurisdiction. Provide one filter back grill. *Developer to provide 12-month supply of appropriately sized single-use filters at completion of project.*
- Provide drops in the following: one in each bedroom, one in each bathroom, one in living room, one in dining room, one in kitchen and one in the utility room (if applicable).
- Provide passive returns in the ceiling. Ceiling jumpers are the approved method (stamped grills installed in walls above the doors will NOT be accepted).
- Provide a new formed and poured in place (concrete) or approved pre-cast (concrete) base for the condenser. Location will be in the rear of home unless mitigating circumstances prevent.
- Provide condensate drain line.
- Provide and install a prefab security steel cage for the condensing unit to prevent theft. Cage should cover all sides of the unit. Include locks and keys for the cage. Cage must be secured to the concrete pad.
- Provide and install ceiling mounted exhaust fans in both bathrooms with a minimum 50 CFM that exhaust through the roof. Provide vent caps with bug / bird screens.

- Provide and install a dryer vent in utility room (if applicable). Dryer vent is always on the right side. Roof cap should not have a bird or bug screen to prevent lint back up.
- *HVAC can also be placed in a dedicated closet inside the home.*
- *HVAC CANNOT BE INSTALLED IN ATTIC SPACE*

13. Electrical:

Low Voltage:

- Install two TV pre-wires: One in living room and one in master bedroom.
- Install one phone jack (pre-wire) in the Kitchen.
- Stub-out for low voltage near the power meter can.

High Voltage:

EXTERIOR:

- Install a temporary power pole for use during construction.
- Provide a complete electric system for a new residence that will comply with all requirements and codes in the State of Florida.
- Provide and install a 150-amp service with disconnect and meter can on the exterior.
- Provide one weatherproof receptacle on front porch, one on the back patio and one adjacent to the HVAC condenser
- Provide one exterior, wall mount, energy efficient light fixture adjacent to front and rear doors. Lights will be on separate switches. Bulbs will be LED.
- Provide and install two, white, double LED security lights. They will be permanently mounted on the underside of the soffit at a front “outside” corner location and an opposite rear “outside” corner location so lights can be directed to all four sides of home. Security fixtures need to be on a motion detector AND a switch to be installed, on the interior, next to front and rear door
- Provide intersystem terminal block on the system ground.
- Install properly sized home run to condenser with disconnect box.
- If necessary, Install circuit to septic alarm location. See “Site Specific Conditions” below.

INTERIOR:

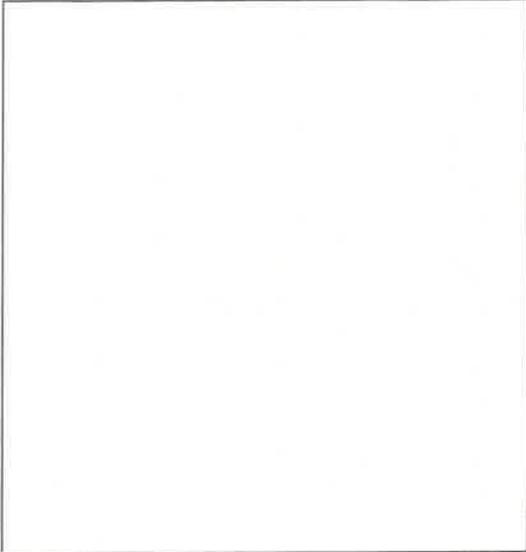
- Provide and install breaker panel in the Utility Room (if applicable). Panel should have a minimum of 4 spare breaker

locations for future expansion. Provide a written breaker directory and attach to the back of the panel door for reference.

- Receptacles per code. Arc-fault and GFI where required. All to be tamper resistant (child proof).
- Install whips and switches for bath exhaust fans.
- Smoke / carbon monoxide detectors per code requirements.
- Include the following interior Energy Efficient light fixtures:
 - Hallway and / or Foyer: One flush mount ½ dome glass fixture with two LED bulbs
 - Utility Room (if applicable): One ceiling mount, 4' "wrap around", LED or Energy Efficient florescent fixture.
 - Kitchen: One ceiling mount, 4' "wrap around", LED or Energy Efficient florescent fixture.
 - Dining Room: One chandelier fixture. LED bulbs. Energy efficient.
 - Bathrooms: One wall mounted vanity fixture centered over sink and mirror. LED bulbs for energy efficiency.
 - Bathroom shower / tub locations: Install one recessed ceiling shower light over Master Bath shower and Hall Bathtub. Bulbs shall be LED. Each recess can light on a separate switch.
- Include ceiling fan / light combos for the following rooms: Living Room, All bedrooms. Include two switches for each fan: one for fan, one for light kit. Fans and light kits must be energy efficient with LED bulbs.
- Provide dedicated circuits for dishwasher, Microwave, Range, Air Handler and Condenser. Provide circuit and back splash located switch for disposal. Provide circuits for refrigerator, dryer, and washer. Circuit to water heater.
- Provide power to bath ventilation fans with separate switch.
- Developer must notify the Community Services Administrator of the company providing electrical services.

EXHIBIT B

This document was prepared by:
_____, 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 (2022)**

ARPA PROGRAM
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.

WITNESSETH:

1. MORTGAGOR signed an Affordable Housing Development Agreement with MORTGAGEE dated _____, 20____, which describes the obligations of MORTGAGOR under MORTGAGEE's ARPA 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 ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) through the issuance of that certain ARPA Program 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 1209 W. 20th Street, Sanford, Florida 32771, hereinafter the "Property", the legal description and parcel identification number for which Property are as follows:

Legal Description: SEC 36 TWP 19S RGE 30E
W 132 FT OF NW 1/4 OF NW 1/4 OF SW ¼
(LESS RD)

Parcel Identification: 36-19-30-300-0510-0000

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 hereunder 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 hereunder 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.

(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: _____

This document was prepared by:
_____, 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 (2022)**

ARPA PROGRAM
PROMISSORY NOTE

MAXIMUM PRINCIPAL AMOUNT: ONE MILLION AND NO/100 DOLLARS

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 ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) 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.

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 1209 W. 20th Street, Sanford, Florida 32771, hereinafter the

“Property”, the legal description and parcel identification number for which Property are as follows:

Legal Description: SEC 36 TWP 19S RGE 30E
W 132 FT OF NW 1/4 OF NW 1/4 OF SW ¼
(LESS RD)

Parcel Identification: 36-19-30-300-0510-0000

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:

(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.

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.]*

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
4/4/24
T:\Users\Legal Secretary CSB\Community Services\2024 Agreements\Habitat (ARPA Leadership Point Exhibit B - ARPA Program Mortgage Deed and Promissory Note (Developer).docx

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:

Address: 1209 W. 20th Street, Sanford, Florida 32771

Legal Description:

SEC 36 TWP 19S RGE 30E
W 132 FT OF NW 1/4 OF NW 1/4 OF SW ¼
(LESS RD)

Parcel Identification: 36-19-30-300-0510-0000

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 three hundred percent (300%) of the Federal Poverty Guidelines.

NOT FOR EXECUTION

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.

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
4/4/24
T:\Users\Legal Secretary CSB\Community Services\2024 Agreements\Habitat (ARPA Leadership Point Exhibit C - Restrictive Use Covenant).docx

Exhibit D - Application and Certificate for Payment

TO OWNER: PROJECT: _____

FROM CONTRACTOR: VIA ARCHITECT: _____

APPLICATION NO: _____

PERIOD TO: _____

PROJECT NOS.: _____

CONTRACT DATE: _____

Distribution to:

OWNER	_____
ARCHITECT	_____
CONTRACTOR	_____

CONTRACT FOR: _____

CONTRACTOR'S APPLICATION FOR PAYMENT
 Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ _____
2. Net change by Change Orders \$ _____
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ _____
4. TOTAL COMPLETED & STORED TO DATE \$ _____
 (Column G on G703)

5. RETAINAGE:
- a. _____% of Completed Work \$ _____
 (Columns D + E on G703)
 - b. _____% of Stored Material \$ _____
 (Column F on G703)
- Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ _____

6. TOTAL EARNED LESS RETAINAGE \$ _____
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ _____
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ _____

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ _____
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: _____ Date: _____

By: _____ State of: _____
 County of: _____
 Subscribed and sworn to before me this _____ day of _____

Notary Public: _____
 My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: _____ Date: _____

By: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					

AIA DOCUMENT G703 • CONTINUATION SHEET FOR G702 • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.



G703-1992

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

EXHIBIT E

Monthly Progress Report

A. Property Information

Date of Report: _____

Agency: _____

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	\$ _____	\$ _____	_____ %
ARPA 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: Identify 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 28 of the Agreement before Project publicity.

ARPA - Quarterly Progress Report-Exhibit F



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:

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:

Income Qualified Family Name:	
List Price:	
Final Sales Price	
Total DPA Provided:	
Loan Type (conventional or FHA)	
Loan Amount	
Interest Rate	
Loan Terms	

Buyer Demographics:

Household Size:	
Race:	
Ethnicity	
AMI:	
Female Head of Household (Y/N)	

EXHIBIT H

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 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 Section 199.183(1), Florida Statutes (2023).

ARPA PROGRAM
MORTGAGE

THIS MORTGAGE is made and entered into this ____ day of _____, 20____, by _____, a _____ person, hereinafter referred to as "MORTGAGOR", who has qualified as an Income Qualified family and whose current mailing address is _____, in favor of **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 E. 1st Street, Sanford, Florida 32771, hereinafter the "MORTGAGEE".

WITNESSETH:

1. For good and valuable consideration and in particular the sum of up to but not exceeding _____ DOLLARS through the issuance of that certain ARPA Program Promissory Note in the same amount and of the same date as this Mortgage, attached to this Mortgage as Attachment A (the "Note"), MORTGAGOR hereby mortgages 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 are as follows:

Legal Description: [LEGAL DESCRIPTION]

Parcel Identification: [PARCEL ID]

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 will 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 further covenants to use the improved Property as his/her occupied residence and that the Property will not be sold, leased, conveyed, transferred, or refinanced for the duration of the Affordability Period defined below and in the Note, except as may be otherwise provided in the Note. The Affordability Period will be thirty (30) years from the execution of the Affordable Housing Development Agreement.

5. 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.

6. 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 to the Affordable Housing Development Agreement

7. 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.

8. 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.

9. 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, then MORTGAGEE will have the right to receive and apply such sum to the

indebtedness hereby secured. MORTGAGEE must account to MORTGAGOR for any surplus monies received by MORTGAGEE.

10. 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 constitutes an event of default under this Mortgage.

11. 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.

12. Subject to paragraph 6 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 and be 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.

13. MORTGAGOR will not execute an assumption or in any way transfer, assign, or convey its obligations under this Mortgage and the Note secured under this Mortgage without the proper written consent of MORTGAGEE.

14. 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, this Mortgage and the Note, MORTGAGOR will be in default under the terms of this Mortgage and the Note. In such event, MORTGAGEE may require immediate payment in full of all sums due under these instruments less any amount of the Note which may have already been forgiven pursuant to paragraph 6 above. 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.

15. 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 Mortgage 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.

16. Whenever used in this Mortgage, the terms MORTGAGOR and MORTGAGEE includes, respectively, all of MORTGAGOR's or MORTGAGEE's heirs, successors, legal

representatives, and assigns. References to any note means all notes secured by this Mortgage if more than one exists.

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

WITNESSES:

Signature

Print Name

Signature

Print Name

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, 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: _____

(End of Mortgage-ARPA Program Deferred Payment Promissory Note attached as Attachment A)

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 Section 199.183(1), Florida Statutes (2023).

ATTACHMENT A

**ARPA PROGRAM
PROMISSORY NOTE**

MAXIMUM PRINCIPAL AMOUNT: _____ **DOLLARS**

EXECUTION DATE: _____, **20**_____

MATURITY DATE: _____, **20**_____

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 _____ 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, the address of which is

_____, hereinafter the "Property", the legal description and parcel identification number for which Property are as follows:

Legal Description: [LEGAL DESCRIPTION]

Parcel Identification: [PARCEL ID]

The security interest enjoyed by this Note will be junior and subordinate in all respects to a valid purchase money first mortgage lien on the Property.

3. If MAKER fails to use the Property in the manner as required by this Note 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 must use the proceeds of this Note only for the purposes of down payment assistance on the Property in the manner as represented to HOLDER. 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, rented, leased, subleased, abandoned, sold, transferred, or conveyed, or MAKER otherwise ceases to occupy the Property as his/her residence 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 his/her 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 ARPA Program 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 the first mortgage 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 security interest with respect to this Note will cease, be determined to be and be deemed fully satisfied, 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

NOT FOR EXECUTION

the Mortgage on the Property securing this Note, provided that MAKER will bear the cost of removal of the Mortgage, plus all other fees involved.

8. MAKER waives demand, protest, and notice of maturity, non-payment, 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 reasonable attorney's fees, 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 for this Note, whether suit be brought or not.

10. This Note is to 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.

11. Whenever used in this Note the term "HOLDER" or "MAKER" is to be construed in the singular or plural as the context may require or admit.

[The balance of this page is left intentionally blank; signatory page follows.]

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

WITNESSES:

Signature

Print Name

Signature

Print Name

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, 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
3/22/24
T:\Users\Legal Secretary CSB\Community Services\2024 Agreements\Habitat (ARPA Leadership Point Exhibit H - ARPA Program Mortgage Deed and Promissory Note (Income Qualified Family).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

ADDITIONAL TERMS AND CONDITIONS

AMERICANS WITH DISABILITIES ACT

DEVELOPER agrees to comply with the Americans With Disabilities Act (Public Law 101- 336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

LEGAL AUTHORIZATION

DEVELOPER certifies that it has the legal authority to receive the Funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The DEVELOPER also certifies that the undersigned person has the authority to legally execute and bind the DEVELOPER to the terms of this Agreement.

FALSE STATEMENTS

DEVELOPER understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), DEVELOPER is encouraged to adopt and enforce policies that ban text messaging while driving.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

1. DEVELOPER ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. DEVELOPER acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). DEVELOPER understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, DEVELOPER shall initiate reasonable steps, or comply with the COUNTY or the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. DEVELOPER understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written

translation where necessary, to ensure effective communication in the DEVELOPER's programs, services, and activities.

3. DEVELOPER agrees to consider the need for language services for LEP persons when DEVELOPER develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. DEVELOPER acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon DEVELOPER.

DEVELOPER and DEVELOPER's subcontractors shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

COOPERATION

DEVELOPER shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions.

MAINTENANCE OF COMPLAINT LOG

DEVELOPER shall maintain a complaint log and inform the COUNTY of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. DEVELOPER also must inform the COUNTY if DEVELOPER has received no complaints under Title VI.

EXHIBIT K

CERTIFICATION REGARDING LOBBYING

The undersigned on behalf of DEVELOPER, certifies, to the best of his or her knowledge that

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned on behalf of DEVELOPER, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, DEVELOPER understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

ENTITY NAME: Habitat for Humanity of Seminole County and Greater Apopka, Florida, Inc.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____