

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Community Development – Amend the Subrecipient Agreement with
The Center for Affordable Housing: Lisa Merlin House

DEPARTMENT: Planning & Development **DIVISION:** Community Resources

AUTHORIZED BY: Don Matthys *MMW FOR DMM* **CONTACT:** Lori Solitro *LS* **EXT.** 7370

Agenda Date	<u>04/12/05</u>	Regular	<input type="checkbox"/>	Consent	<input checked="" type="checkbox"/>	Work Session	<input type="checkbox"/>	Briefing	<input type="checkbox"/>
		Public Hearing – 1:30	<input type="checkbox"/>	Public Hearing – 7:00	<input type="checkbox"/>				

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to amend and execute the Subrecipient Agreement with the Center for Affordable Housing, Inc. for demolition and new construction.
(District 3: Van Der Weide)

BACKGROUND:

The Lisa Merlin House, Inc. is a transitional housing facility providing long term residential treatment to homeless women (age16+) recovering from alcohol and substance addiction, along with physical, emotional and sexual abuse. The facility will provide housing to women with children requiring supportive services in a supervised environment. The project will serve up to 12 clients. This will be the first facility in Seminole County to provide this kind of program.

On August 12, 2003, the Board approved HOME and SHIP funding in the amount of \$515,000 for the Lisa Merlin House contingent upon site approval. On June 8, 2004, the Board approved the Center for Affordable Housing, Inc., to acquire and rehabilitate real property for the Lisa Merlin House located at 88 and 100 Plumosa Avenue, Casselberry. On October 26, 2004, the Board approved the execution of the Joinder and Consent for the re-plat of the Lisa Merlin House property.

The Lisa Merlin House, in agreement with The Center For Affordable Housing, requests that Seminole County amend their current contract from acquisition and rehabilitation to acquisition and design/ construction of an all new residential transitional living facility on the property located at 88 and 100 Plumosa Avenue. No additional funding is being requested from Seminole County.

Reviewed by:	<i>[Signature]</i>
Co Atty:	<i>[Signature]</i>
DFS:	_____
Other:	_____
DCM:	_____
CM:	<i>[Signature]</i>
File No.	<u>-cpdc01</u>

The Lisa Merlin House, Inc. has provided staff with financial information necessary to demonstrate additional funding has been secured for the construction of a new facility.

Seminole County HOME/SHIP funding is secured by a Mortgage Deed, Promissory Note, and Restrictive Covenant. The Center For Affordable Housing will transfer title to the real properties located at 88 and 100 Plumosa Avenue, Casselberry, Florida 32707 to the Lisa Merlin House, Inc. upon completion of the Project construction. The Lisa Merlin House shall assume the Mortgage given by the Center For Affordable Housing to Seminole County.

STAFF RECOMMENDATION:

Staff recommends approval and authorization for the Chairman to execute the amended Subrecipient Agreement with the Center for Affordable Housing, Inc. for demolition and new construction.

SHIP/HOME PROGRAM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION
SUBRECIPIENT AGREEMENT AMONG SEMINOLE COUNTY, THE CENTER FOR
AFFORDABLE HOUSING, INC. AND LISA MERLIN HOUSE, INC.
FOR PROGRAM YEARS 2001-2002, 2003-2004 AND 2004-2005

THIS AGREEMENT, entered into this _____ day of _____, 2005, by and among SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", THE CENTER FOR AFFORDABLE HOUSING, INC., a non-profit Florida corporation, whose mailing address is 2524 South Park Drive, Sanford, Florida 32771, hereinafter referred to as "CENTER" and LISA MERLIN HOUSE, INC., a Florida non-profit corporation, whose mailing address is 3101 North Pine Hills Road, Orlando, Florida 32808, hereinafter called "MERLIN".

WHEREAS, CENTER meets the criteria for being designated a Community Housing Development Organization (CHDO) as defined in Title 24, Code of Federal Regulations, section 92.2; and

WHEREAS, MERLIN is a recognized provider of affordable, transitional, shelter housing to Low Income and Very Low Income women who have been victims of substance, physical, emotional and sexual abuse and their dependent children; and

WHEREAS, COUNTY has made application and entered into a contract with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD," pursuant to Title I, Housing and Community Development Act of 1974, as amended, and implementing regulations set forth in Title 24 Code of Federal Regulations (CFR) Parts 84, 92 and 570; and

WHEREAS, CENTER heretofore entered into a contract with COUNTY dated June 9, 2004 (the "Previous Agreement") for the purchase of two (2) improved real properties as described herein with the objective of eventual conveyance of the fee simple interest to Lisa Merlin House,

Inc. for the purpose of providing transitional residential housing and treatment to income eligible young women and their dependent children in need of the services provided by MERLIN; and

WHEREAS, the COUNTY has adopted the Seminole County Local Housing Assistance Plan (LHAP) and participates in the Florida SHIP Program authorized by Part VII, Chapter 420, Florida Statutes to make affordable housing available to citizens of Seminole County, Florida of very low or low income and those with special housing needs; and

WHEREAS, the COUNTY has deemed that such a cooperative venture and provision of services address an important public purpose; and

WHEREAS, the COUNTY, under the Previous Agreement, allocated to CENTER FIVE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$515,000.00) of Federal HOME funds and State SHIP funds for this community development activity; and

WHEREAS, CENTER AND MERLIN agree to financially leverage certain funds provided by both HUD and the State SHIP program through the COUNTY pursuant to this Agreement; and

WHEREAS, the parties hereto agree that the public purpose objectives envisioned by the Previous Agreement between COUNTY and CENTER will be better achieved by the redesign of the overall Project and by formally binding MERLIN under the terms and covenants of this Agreement; and

WHEREAS, CENTER will transfer title to the real properties located at 88 and 100 Plumosa Avenue, Casselberry, Florida 32707 to MERLIN upon completion of Project construction and further assign its responsibilities under this Agreement, and MERLIN shall also assume the Mortgage heretofore given by CENTER to COUNTY,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable

consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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

Section 2. Definitions.

(a) "Affordable Housing Purposes" shall mean the provision of transitional, rehabilitative, residential housing for homeless women of Low Income and Very Low Income, who are sixteen (16) years of age or older who are recovering from alcohol, substance, emotional, physical, or sexual abuse and their legally dependant children.

(b) "Affordability Period" shall mean the length of time for which the Property must comply with HUD and SHIP regulations and be used solely for the Affordable Housing Purposes. Pursuant to 24 CFR Section 92.252, the Affordability Period shall be twenty (20) years for newly constructed housing units. The Affordability Period shall commence upon the date a certificate of occupancy is issued and terminate on the twentieth (20th) anniversary date thereafter or any extension resulting from the application of additional HUD or SHIP funding pursuant to any subsequent amendment of this Agreement or any subsequent, similar agreement.

(c) "CD Administrator" means the Community Resources Division Manager or their designee.

(d) "CENTER" as used herein shall be deemed to include the Center For Affordable Housing, Inc. CENTER shall, when the context requires, further include any successors in interest to its obligations under this Agreement, the Mortgage and Restrictive Covenant by virtue of subsequent assignment and assumption thereof.

(e) "County Approval" means written approval by the Planning and Development Director, Community Resources Division Manager, or their designee.

(f) "Low Income" means gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

(g) "Mortgage" or "Amended Mortgage" shall mean that certain Amended Mortgage Deed and Amended Deferred Payment Promissory Note to be executed by CENTER in favor of the COUNTY contemporaneously with execution of this Agreement, pertaining to the financing of acquisition and improvements to the Property pursuant to this Agreement. The Amended Mortgage Deed and Amended Deferred Payment Promissory Note shall be in the form attached as Composite Exhibit "F" to this Agreement. The purpose of the Mortgage is to amend and correct certain terms of the Previous Mortgage.

(h) "Planning Department" means the COUNTY'S Planning and Development Department Director or his or her designee.

(i) "Previous Agreement" shall mean that certain agreement by and between COUNTY and CENTER dated June 9, 2004.

(j) "Previous Mortgage" shall mean that certain Mortgage Deed and Promissory Note between COUNTY and CENTER dated June 15, 2004 and recorded in Official Records Book 05356, Pages 0403 through 0409 of the Public Records of Seminole County, Florida, proceeds of which were used to acquire the Properties.

(k) "Project" shall mean the acquisition of the Properties and the design and construction of an all new residential living facility (group home) containing a minimum of six (6) transitional, single room occupancy (SRO) rental housing units on the Property located at 88 Plumosa Avenue, Casselberry, Florida which shall be reserved exclu-

sively for Affordable Housing Purposes. The Project shall also include a seventh SRO unit that is not funded pursuant to this Agreement and which can be used by clients who are not Low Income or Very Low Income. No housing units are to be built on the 100 Plumosa Avenue Property which shall serve as meeting space, administrative offices, and parking area. The six (6) housing units that are HOME and SHIP funded under this Agreement shall be occupied by income eligible women recovering from substance abuse, domestic violence or sexual abuse, and their dependant children. The Project is more fully detailed in Section 3 below as well as Exhibits "A" and "B" to this Agreement.

(l) "Property" or "Properties" shall mean those real property parcels located at 88 and 100 Plumosa Avenue, Casselberry, Florida 32707, and currently identified as parcels numbers 08-21-30-5BL-HF00-0060 and 08-21-30-5BL-HF00-006A and which are or hereafter shall be replatted as one parcel, as more particularly described herein and in the attached Exhibits.

(m) "Restrictive Use Covenant" shall mean that certain instrument in the form attached hereto as Exhibit "G" to be executed by CENTER and MERLIN which limits use of the Property to only Affordability Housing Purposes for the duration of the Affordability Period.

(n) "Very low income" means gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

Section 3. Statement of Work.

(a) CENTER, in a manner satisfactory to the COUNTY, shall perform all Property acquisitions and services described in this subsection and more fully detailed in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein by reference. Such services shall be performed, except as otherwise specifically stated herein, by persons or

instrumentalities solely under the dominion and control of CENTER. Such responsibilities and duties shall include the following:

(1) acquisition of the Properties in its capacity as a Community Development Housing Organization (CHDO);

(2) site development coordination including obtaining of all necessary governmental zoning approvals and permits;

(3) timely procurement of specified leveraged funding as specified herein and in the Previous Agreement;

(4) upon substantial completion of Project construction, transfer title of the Properties to MERLIN;

(5) execute documents, in form and content acceptable to COUNTY, for MERLIN'S assumption of the Mortgage and the Restrictive Use Covenant.

For performance of the above described tasks and recovery of costs associated therewith, CENTER shall be entitled to payment from MERLIN and from the funding sources described herein of the sum of TWENTY SEVEN THOUSAND AND NO/100 DOLLARS (\$27,000.00).

(b) MERLIN shall be responsible for performance, by itself or by persons or instrumentalities solely under the dominion and control of MERLIN, of all of the functions and services assigned to it under Exhibit "A" and for the following:

(1) cooperating fully with CENTER in the performance of its responsibilities under this Agreement;

(2) taking all necessary steps to insure completion of Project design and construction by no later than June 30, 2006;

(3) obtaining all leveraged funding as specified in Section 6 of this Agreement;

(4) Upon substantial completion of Project construction, becoming record titleholder of the Property;

(5) assume the Mortgage authorized in this Agreement by execution of an assumption agreement in a form and with content acceptable to the COUNTY;

(6) pay reasonable compensation to CENTER as set forth in paragraph 3 above for its role in Property acquisition, obtaining HOME and SHIP funding and obtaining required governmental approvals;

(7) operation of the Project in conformance with all Federal, State and local laws and regulations;

(8) strict adherence to all terms and conditions of this Agreement, all assumed financial obligations, the Affordable Housing Purposes and Affordability Period.

Section 4. Term. This Agreement shall be effective upon its execution by all parties. It is acknowledged and agreed to by all parties that CENTER has timely performed its obligation to acquire the Properties and obtained the necessary zoning approvals from the City of Casselberry. CENTER and MERLIN shall complete all other services required by this Agreement on or before June 30, 2006. This Agreement shall remain in full force and effect for the duration of the Affordability Period. CENTER shall complete all services required by this Agreement in accordance with the following schedule:

By June 30, 2005	Meet with County Project Manager to review terms of this Agreement;
By June 30, 2006	Complete construction of the Project to include at least six (6) units of affordable housing; transfer of Property title from CENTER to MERLIN and assumption of Mortgages by MERLIN.

The Affordability Period of the six (6) units reserved for Affordable Housing Purposes shall be for a term of twenty (20) years, i.e., until June 30, 2026 or the twentieth anniversary from the date a

certificate of occupancy is obtained for the facility, whichever is later.

Section 5. Payments and Supporting Documentation.

(a) COUNTY has heretofore provided financing to CENTER at closing for the acquisition of the Property. COUNTY hereby agrees that a portion of the funds heretofore reserved under the Previous Mortgage for rehabilitation of the existing improvements on the Property may, pursuant to the Amended Mortgage, now be used towards construction and equipping of an all new residential building with six (6) affordable housing units. Accordingly, CENTER shall execute and deliver to COUNTY the Amended Mortgage contemporaneously with CENTER'S execution of this Agreement. MERLIN covenants and agrees to assume the Amended Mortgage no later than June 30, 2006 or the completion of the Project, whichever is earlier. All financing by COUNTY is contingent upon CENTER'S and MERLIN'S providing appropriate documentation as provided in subparagraph (d) below as to the terms of the Scope of Services attached hereto as Exhibit "A" and the amounts expended per the Project Budget attached as Exhibit "B" to this Agreement, both of which are incorporated herein by reference.

(b) The COUNTY shall pay directly or reimburse CENTER from funds secured under the Mortgage for Project costs paid to or which are then in order for payment to the contractors, subcontractors and vendors selected by CENTER and MERLIN to provide new construction services to the acquired Properties under this Agreement in accordance with the Project Budget.

(c) The COUNTY has allocated FIVE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$515,000.00) of HUD HOME and SHIP funds for completion of this Agreement. The COUNTY will pay or reimburse CENTER for the acquisition and new construction services rendered under this Agreement

up to, but not exceeding FIVE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$515,000.00), which amount shall be provided under the terms of the Amended Mortgage. In the event that CENTER does not require the full amount of FIVE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$515,000.00), as reflected for both the negotiated acquisition price and the construction bids received and reviewed by the parties to this Agreement, the CD Administrator reserves the right to reallocate such funds to other eligible HOME or SHIP activities. In the event of such reallocation, the balance due under the Mortgage shall be deemed to be reduced accordingly.

(d) With respect to Property acquisition activity, CENTER shall provide to COUNTY and MERLIN all of the following:

(1) Copy of executed purchase contract between CENTER and the seller of the properties;

(2) Copy of the required appraisal report by a licensed real property appraiser;

(3) Copy of title insurance commitment and policy;

(4) Copy of the closing statement;

(5) Copy of a final development order granting all necessary zoning variances and/or special exceptions, if any, from the City of Casselberry, Florida or other involved planning and zoning officials along with proof that no appeal from such development order has been filed in Circuit Court;

(6) The original Mortgage instruments, duly executed by CENTER.

(7) Such other documentation as the CD Administrator may reasonably request.

(e) In no event shall the COUNTY reimburse CENTER or directly pay its construction contractors, subcontractors or vendors until all goods

and services rendered are invoiced and approved in writing by the Director of CENTER and the CD Administrator.

(f) In order to process payment requests, CENTER, in consultation with MERLIN, shall submit to the COUNTY a completed "Request for Payment" in the form attached hereto as Exhibit "C," along with an original invoice signed by the entity requesting payment and CENTER's Project Manager. Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with the invoice.

(g) Upon receipt of the documentation listed above, COUNTY shall initiate reimbursement to CENTER or direct payment to the appropriate vendor from funds allocated under this Agreement. The COUNTY reserves the right to verify, by site inspection when necessary, that all goods, materials, labor and services have been properly invoiced. Payment shall be made as soon as practicable; provided, however, that if CENTER, MERLIN, their vendors, contractors and subcontractors have performed services in full compliance with all HUD requirements and properly invoiced the request for payment, payment shall be rendered by the COUNTY within thirty (30) days of its receipt of payment request.

(h) On or before the close of business on July 15, 2006, CENTER and MERLIN shall jointly render a final and complete statement to the COUNTY of all Project costs for goods and services not previously invoiced. The COUNTY shall not be obligated to pay any charges, claims or demands of CENTER or MERLIN not properly invoiced and received by the COUNTY by July 15, 2006.

(i) Any goods or services not described within the Scope of Services and not allotted in the Project Budget, or not undertaken in compliance with this Agreement, will only be reimbursed by the COUNTY if the CD Administrator has issued prior written approval of such goods or

services. Acquisition and any improvements to real properties beyond those contemplated by this Agreement and the defined scope of the Project involving the funds committed hereunder shall require an amendment to this Agreement approved by all parties in accordance with Section 26 hereof as well as appropriate modifications to the Amended Mortgage; CENTER and MERLIN shall not be reimbursed for any other acquisition, purchase, donation or receipt of any interest in real property or benefits by a real property owner of any real property unless CENTER has first received written authorization from the CD Administrator.

(j) CENTER shall, contemporaneously with completion of construction or June 30, 2006, whichever is earlier, transfer record title to the Properties and all Project related tangible personal property thereon to MERLIN. MERLIN shall be obligated to take title to same and to execute all necessary instruments therewith including particularly an assumption of mortgage agreement. The Properties shall not be leased by either CENTER or MERLIN to any other person or entity for the duration of the Affordability Period without the express, prior, written approval of the CD Administrator.

Section 6. Leveraged Funding and Other Required Funding Sources.

(a) CENTER shall use the funds provided under this Agreement to leverage other funds and services for the completion of the services described herein. CENTER must demonstrate a minimum twenty-five (25) percent leverage of the funds which may be in the form of dollars or, if pre-approved in writing by the CD Administrator, professional services or in-kind services. Such leveraged funds shall include, but not be limited to the following:

(1) \$333,334.00, in dollars, from the HUD Continuum of Care/Supportive Housing Program to be received in three (3) annual installments, the last to be received no later than June 30, 2006; and

(b) MERLIN shall procure the following types and amounts of additional funding for capital expenditures and operation of the completed facilities as set forth below. Proof of irrevocable commitment and availability of all such capital expenditure related leveraged funding shall be provided by MERLIN as a precondition to COUNTY making available any further distribution of funds for the Project. Such additional funding sources shall include the following:

(1) \$237,600.00 grant from the Florida Department of Children and Families (DCF) for construction of the housing units. MERLIN shall procure the grant prior to expiration of the June 30, 2005 commitment date.

(2) \$5,000.00 construction grant from R-G Crown Bank.

(3) \$111,677.25 payment in kind for construction management services from Carmen Dominguez, Inc.

(4) \$5,800.00 payment in kind for surveying, planning and construction services from True Bearings, Inc.

(5) \$10,400.00 payment in kind for engineering and construction management services from PBS&J, Inc.

(6) \$3,000.00 payment in kind for landscape architectural services from JCR Consulting, Inc.

(7) \$2,979.00 payment in kind for geotechnical engineering services from Yovaish Engineering Sciences, Inc.

(8) \$150,000.00 capital and operating expense revolving line of credit in the form of an irrevocable letter of credit from Bank of America, N.A.

(9) \$35,000.00 grant from the Orlando Magic Youth Fund for "Women and Children's Home Play/Learning for Tots Program".

(10) \$31,923.00 payment in kind for professional engineering services from Hollis Engineering, Inc.

(11) \$22,797.00 payment in kind for the donation of complete design and construction documents from Michael J. Sopoliga.

(12) \$3,000.00 payment in kind for professional surveying services from Excell Surveying Services.

(13) \$5,585.40 payment in kind for professional surveying services from Lochrane Engineering, Inc.

(14) \$402.00 payment in kind services for underground cable and utility location services from Beaumont & Associates Architectural Services, Inc.

(15) \$100,000.00 payment in kind for donations of building materials from various vendors.

(c) Failure by CENTER or MERLIN or both to timely obtain the additional funding sources enumerated in this section will constitute a breach under this Agreement and an event of a default under the Amended Mortgage and entitle the COUNTY to demand immediate full repayment of all sums advanced, to terminate this Agreement and all other legal and equitable remedies allowed by law.

Section 7. Compliance with Federal Law and Uniform Administrative Requirements. CENTER and MERLIN shall comply with all Federal, State, and local laws and regulations in its performance of this Agreement. It is understood that the following are laws and regulations which will directly govern implementation of this Agreement:

(a) Federal Statutes.

(1) Title 24, Code of Federal Regulations, "Regulations Relating to Housing and Urban Development", including particularly the parts and sections identified below.

(2) Public Law 90-284, "1968 Civil Rights Act of 1968";

(3) Public Law 90-448, "Housing and Urban Development Act of 1968";

(4) 42 USCA Chapter 51, "Design and Construction of Public Buildings to Accommodate Physically Handicapped";

(b) Uniform Administrative Requirements.

(1) Office of Management and Budget Circular No. A-102, "Grants and Cooperative Agreements with State and Local Governments";

(2) Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements For Grants and Agreements With Institutions Of Higher Education, Hospitals and Other Non Profit Organizations";

(3) OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations"; and

(4) OMB Circular No. A-133, addressing auditing procedures involving grants of more than \$500,000.00.

(c) 24 CFR 84 - "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" specifically the following sections:

(1) 24 CFR 84.2 - "Definitions";

(2) 24 CFR 84.5 - "Subawards";

(3) 24 CFR 84.13, 84.14, and 84.16 - "Debarment and Suspension; Drug Free Work Place" "Special Awards Conditions" and "Resource Conservation and Recovery Act";

(4) 24 CFR 84.21 - "Standards for Financial Management Systems";

- (5) 24 CFR 84.22 - "Payment";
- (6) 24 CFR 84.26-84.28 - "Non-Federal Audits", "Allowable Costs" and "Period of Availability of Funds";
- (7) 24 CFR 84.30 - "Purpose of Property Standards";
- (8) 24 CFR 84.31 - "Insurance Coverage";
- (9) 24 CFR 84.34-84.37 - "Equipment", "Supplies and Other Expendable Property", "Intangible Property" and "Property Trust Relationship";
- (10) 24 CFR 84.40-84.48 - "Purpose of Procurement Standards", "Recipient Responsibilities", "Codes of Conduct", "Competition", "Procurement Procedures", "Cost and Price Analysis", "Procurement Records", "Contract Administration" and "Contract Provisions";
- (11) 24 CFR 84.51 - "Monitoring and Reporting Program Performance";
- (12) 24 CFR 84.60-84.62 - "Purpose of Termination and Enforcement", "Termination", and "Enforcement";
- (13) 24 CFR 84.72 - "Subsequent Adjustments and Continuing Responsibilities"; and
- (14) 24 CFR 84.73 - "Collection of Amounts Due".

(d) HOME Program Requirements. CENTER shall fully comply with the HOME regulations, contained within 24 CFR, Part 92, including particularly the following:

- (1) Section 92.251 - "Property Standards";
- (2) Section 92.252 - "Qualifications as affordable housing: rental housing";
- (3) Section 92.257 - "Faith Based Activities";
- (4) Section 92.350 - "Other Federal Requirements";

(5) Section 92.351 - "Affirmative Marketing; minority outreach program";

(6) Section 92.353 - "Displacement, Relocation, and Acquisition";

(7) Section 92.354 - "Labor";

(8) Section 92.355 - "Lead based paint";

(9) Section 92.356 - "Conflict of Interest";

(10) Section 92.358 - "Consultant Activities";

(11) Section 92.505(b) - "Applicability of Uniform Administrative Requirements"; and

(12) CENTER and MERLIN shall not assume COUNTY responsibilities for environmental review under Section 92.352 and the intergovernmental process under Section 92.357. However, CENTER and MERLIN are not exempt from performing a Phase I environmental or site-specific environmental reviews in accordance with State and local regulations, nor are CENTER and MERLIN released from any environmental pollution that they may cause or have caused and said persons shall assume full liability therefore.

(e) Compliance with State and Local Laws. During the execution and implementation of this Agreement, CENTER shall comply with all applicable State and local laws, regulations, and ordinances, including but not limited to the following:

(1) Chapter 112, Florida Statutes - "Public Officers and Employees: General Provisions" including particularly Part III "Code of Ethics";

(2) All written procedures and policies issued by the COUNTY regarding implementation of the COUNTY'S SHIP Program as described in COUNTY'S Local Housing Assistance Plan (LHAP);

(3) Chapter 67-37, Florida Administrative Code;

(4) Chapter 420, Part VII, Florida Statutes "State Housing Initiatives Partnership"; and

(5) Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by the COUNTY.

Section 8. Project Publicity.

(a) Any news release, project sign, or other type of publicity pertaining to the Project, described herein shall recognize the Seminole County Board of County Commissioners as the recipient of Home Program funding by HUD and providing funds to CENTER and MERLIN.

(b) Because CENTER and MERLIN will be providing a rental housing facility containing more than five (5) units, said parties shall adhere to the affirmative marketing requirements of Title 24, C.F.R. section 92.351.

Section 9. Management Assistance.

(a) The CD Administrator shall be available to CENTER and MERLIN to provide guidance on HUD requirements.

(b) In the event that CENTER or MERLIN or both do not complete any of the terms of this Agreement within the time frames allotted herein, COUNTY may provide notices to CENTER or MERLIN on the ninetieth (90th) day after the expiration of the subject time frame advising CENTER and MERLIN that they are in default of the Agreement and the pending consequences thereof. Nothing set forth herein however, shall prohibit the COUNTY from taking any action prior to such dates to enforce the terms of this Agreement.

Section 10. Maintenance of Records.

(a) CENTER and MERLIN shall maintain all records required by Federal, State and local laws, rules and regulations for a period of no

less than five years from the date of the final Project audit. This requirement shall include:

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

(2) Financial records regarding the following:

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

(B) Bills, cancelled checks and invoices for all services purchased by CENTER and MERLIN pursuant to this Agreement; and

(C) All capital expenditures in excess of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00), including a description, model, serial number, date and cost of acquisition.

(b) CENTER and MERLIN shall perform or cause to be performed an annual audit and provide copies of such audits to the CD Administrator within thirty (30) days of its completion. Because the Project is receiving more than \$500,000.00 from HUD through the COUNTY pursuant to this Agreement such auditing procedures shall be undertaken in compliance with Management and Budget Circular A-133 and provided to the CD Administrator in a timely manner.

(c) All records and contracts, of whatsoever type or nature, required by the Agreement shall be available for audit, inspection and copying in accordance with Chapter 119, Florida Statutes. The COUNTY shall have the right to obtain and inspect any audit or other documents pertaining to the performance of the Agreement made by any Federal, State or local agency.

(d) Throughout the construction phase of the Project, CENTER shall complete and provide to the CD Administrator a monthly report on the Subrecipient Report attached hereto as Exhibit "D". Such reports

shall be due no later than the fifteenth (15th) day of each month, commencing on the date of execution of this Agreement and concluding upon the completion of all activities described in Exhibit "A".

(e) CENTER shall submit to the COUNTY an End of Project Report which shall also be substantially in the form of Exhibit "D" but which shall reflect all final expenditures in the listed categories. Such Report shall be submitted no later than July 15, 2006.

(f) CENTER and MERLIN shall annually submit an End of Year Report in the form of Exhibit "E" hereto. Such report shall be due on June 30, 2006. On each anniversary thereafter during the term of this Agreement, MERLIN shall be responsible for submitting the End of Year Report.

Section 11. Liability. Except for any payment specifically set forth herein, the COUNTY shall not be liable to any person, firm, entity or corporation in connection with the acquisitions and construction CENTER and MERLIN have agreed to perform hereunder, or for debts or claims accruing to such parties and against CENTER or MERLIN. This Agreement shall not create a contractual relationship, either express or implied, between COUNTY and any other person, firm, or corporation supplying any property, work, labor, services, goods or materials to CENTER or MERLIN as a result of this Agreement, including the contractors, subcontractors and vendors who may from time to time be employed by said persons.

Section 12. Subcontracts. All contracts made by CENTER or MERLIN to perform the activities described in Exhibit "A" shall comply with all applicable laws, rules and regulations set forth in the Agreement. Only real property purchase and sale agreements, contracts and subcontracts for demolition, site work and new construction work, or services as set forth in Exhibit "A" are authorized by this Agreement. Any further property acquisitions, work, or services which CENTER or MERLIN wish to

subcontract must be approved in writing by addendum to this Agreement and may not exceed the financial restraints set forth in Section 5 of this Agreement.

Section 13. Indemnification.

(a) CENTER and MERLIN shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the following: loss of any monies paid to CENTER, MERLIN or whomsoever, resulting out of CENTER'S or MERLIN'S fraud, defalcation, dishonesty, or failure to comply with applicable laws or regulations; any act or omission in the performance of this Agreement or any part thereof; a judgment over and above the limits provided by the insurance required hereunder or by any defect in the acquisitions or construction of the Project; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against the COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, the COUNTY shall promptly provide appropriate notice in writing thereof to CENTER or MERLIN by registered or certified mail addressed to those parties at the address provided hereinafter. Upon receiving such notice, CENTER and MERLIN, at their own expense and to the extent permitted by law, shall diligently defend against such action, suit or proceeding and take all action necessary or proper to prevent the issuance of a judgment against the COUNTY. The COUNTY shall cooperate to a reasonable extent in CENTER'S and/or MERLIN'S defense of any such action, suit or proceeding.

Section 14. Insurance. CENTER and MERLIN shall ensure that their insurance coverage or self-insurance program, and the insurance coverage

of their contracted agents, conforms to and complies with all applicable Federal, State, and local regulations and is adequate and sufficient to insure all activities performed pursuant to the Agreement against property damage or loss, human injury and other casualty.

Section 15. Conveyance of Properties and Assumption of Mortgage.

Upon obtaining a certificate of occupancy for the completed facilities or June 30, 2006, whichever is earlier, CENTER shall convey the fee simple interest in the Properties to MERLIN. At such time, MERLIN and CENTER shall execute an assumption of mortgage agreement, the form and content of which shall be acceptable to the COUNTY, and deliver same to County for its execution and recording. COUNTY hereby covenants and agrees to the transfer of record title to MERLIN on such date and to the assumption of the Amended Mortgage by MERLIN. In the absence of express, prior, written approval of the COUNTY, CENTER or MERLIN shall not lease, transfer possession, control or otherwise subsequently convey the Properties during the Affordability Period to any other person other than permitted occupancy by income qualified clients/tenants relative to the Project purposes and Affordable Housing Purposes. Subsequent assignments or assumptions of the Amended Mortgage beyond the initial assumption described herein shall likewise be prohibited in the absence of COUNTY approval.

Section 16. Program Income Derived Under This Agreement.

(a) Any and all Program Income, as defined in Title 24, Code of Federal Regulations, Section 92.2, derived as a direct result of the investment of any COUNTY funds invested or awarded hereunder, shall first be expended by CENTER or MERLIN before requesting subsequent advancement or reimbursement of funds from COUNTY.

(b) In the event that any of said Program Income is received by CENTER or MERLIN after completion of the projects authorized by this

Agreement but prior to the expiration of this Agreement, CENTER or MERLIN shall immediately render such Program Income to the COUNTY.

(c) If any of said Program Income is received by CENTER or MERLIN after expiration of the term of this Agreement, such Program Income shall be used by them to provide services to the resident clients of MERLIN of a nature similar to the uses envisioned herein.

Section 17. Non-Expendable Property. Any non-expendable personal property acquired by CENTER and MERLIN through funds issued by the COUNTY pursuant to this Agreement shall be subject to all Federal, State, and local regulations, including, but not limited to, the provisions on use and disposition of such property. At the termination of this Agreement, any such property shall be made available to the COUNTY and HUD in accordance with the aforesaid provisions.

Section 18. Reversion of Assets. Upon expiration of this Agreement, CENTER and MERLIN shall immediately transfer to the COUNTY any remaining HUD funds and any accounts receivable attributable to the use of HUD funds distributed pursuant to this Agreement. The distribution of any real property controlled by CENTER or MERLIN and acquired or improved in whole, or in part, with HUD funds in excess of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) shall be governed by 24 CFR Sections 570.503 and 570.505.

Section 19. Suspension and Termination. COUNTY may terminate this Agreement in accordance with the provisions of 24 CFR Section 84.61, for breach of the Agreement or for other legal cause. The parties may mutually terminate the Agreement in accordance with 24 CFR Section 85.44 or for other legal cause.

Section 20. Breach. Any failure to comply with the Scope of Services or other terms of this Agreement shall constitute a breach of this Agreement and of the Mortgage.

Section 21. Remedies. Upon determination that a breach has occurred, the COUNTY reserves all legal and equitable rights to enforce this Agreement and/or recover any monies paid to CENTER or MERLIN pursuant to this Agreement and the Mortgage. Specifically and additionally, the COUNTY shall have the following available remedies:

- (a) Immediately terminate the Agreement, with or without notice;
- (b) Reallocate the remaining uncommitted funds toward another HUD program or toward the COUNTY'S trust fund;
- (c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by CENTER or MERLIN;
- (d) Demand CENTER and MERLIN immediately repay any monies expended in accordance with the Agreement;
- (e) Require specific performance of the Agreement;
- (f) Demand payment and/or performance from the surety, if applicable; and/or
- (g) Declare an event of default under the Mortgage, pursuant to the default provisions therein and to initiate foreclosure proceedings. COUNTY may waive or forgive an event of default or breach in a particular instance; however, that shall not be construed as a waiver of any future rights, remedies or enforcement power for any future breach of the same or any other type.

Section 22. Certification Regarding Lobbying.

CENTER and MERLIN hereby certifies that to the best of their knowledge and belief:

- (a) No federally 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 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 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.

(b) If any funds other than federally 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 any employee of a member of Congress in connection with this Agreement, CENTER or MERLIN shall complete and submit a "Disclosure of Lobbying Activities" standard form as approved by the Office of Management and Budget.

(c) Pursuant to Section 216.347, Florida Statutes, CENTER and MERLIN hereby agree that monies received from the COUNTY pursuant to the Agreement will not be used for the purpose of lobbying the Florida Legislature, the judicial branch or a State agency.

Section 23. Notice. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

CD Administrator
Community Development Office
1101 E. First Street
Sanford, FL 32771

For CENTER:

Director
The Center for Affordable Housing
2524 S. Park Drive
Sanford, FL 32773

For MERLIN:

Lisa Merlin, Registered Agent
3101 North Pine Hills Road
Orlando, FL 32808

Any of the parties may change, by written notice to the other parties, the address or person for receipt of notice without the need

for formal amendment to this Agreement. Such notice shall be sent by first class United States Mail and shall be deemed received and effective on the third business day after mailing. Copies of such notice shall be attached to each party's copy of the Agreement upon receipt.

Section 24. Conflict of Interest and Prohibitions of Unethical Conduct.

(a) CENTER and MERLIN agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to the Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, Title 24 or the Code of Federal Regulations, Part 84 or 85 or any other local, State or Federal regulations.

(b) CENTER and MERLIN hereby certify that no officer, agent or employee of the COUNTY has any material interest, as defined in Section 112.312(15), Florida Statutes, either directly or indirectly, in the business of CENTER, and that no such person shall have any such interest at any time during the term of the Agreement.

Section 25. Entire Agreement, Effect on Prior Agreement. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements, including the Previous Agreement, between or among the parties relating to the subject matter of this Agreement.

Section 26. Amendment To Agreement. This Agreement may be amended by a written instrument executed with the same formalities as this instrument. Amendments revising the number of affordable housing units, location, cost, financing arrangements, contractors and/or subcontractors to be used, completion dates or other particulars shall be sufficiently detailed to permit a restatement of any related Exhibits hereto which shall also be appropriately revised. Upon its adoption,

such amendment and revised exhibits shall be attached to each party's copy of this Agreement.

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

Section 28. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of the Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed:

ATTEST:

THE CENTER FOR AFFORDABLE HOUSING, INC.

JOHN SWEENEY, Secretary

By: _____
SUSAN CASWELL, President

[CORPORATE SEAL]

Date: _____

ATTEST:

LISA MERLIN HOUSE, INC.

FRANKIE C. ELLIOTT, Secretary

By: _____
LISA MERLIN, President

[CORPORATE SEAL]

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Project Budget
- Exhibit "C" - Request For Payment
- Exhibit "D" - Subrecipient Monthly Report and End of Project Report
- Exhibit "E" - End of Year Report
- Exhibit "F" - Amended Mortgage Deed and Promissory Note
- Exhibit "G" - Amended Restrictive Use Covenant

EXHIBIT "A"

GENERAL SCOPE OF SERVICES
RELATIVE TO
THE CENTER FOR AFFORDABLE HOUSING, INC.
AND LISA MERLIN HOUSE, INC.
AFFORDABLE HOUSING PROJECT LOCATED AT
88 PLUMOSA AVENUE, CASSELBERRY, FL. 32707

Capitalized words and terms herein shall have the same definitions and meanings ascribed to them in the Agreement to which this Exhibit is attached.

CENTER, in cooperation with MERLIN shall provide the following activities and services to address the Affordable Housing Purpose needs within Seminole County.

PART A. PURPOSE AND AFFORDABILITY CRITERIA.

1. CENTER, in close cooperation with MERLIN, shall acquire the Properties and procure the necessary zoning approvals for development of the Project. CENTER and MERLIN shall construct an all new living facility (group home) containing seven (7) transitional rental housing units on the Property located at 88 Plumosa Avenue, Casselberry, Florida. A minimum of six (6) residential units shall be funded by HOME and SHIP financing provided through the COUNTY and shall be expressly reserved exclusively for Affordable Housing Purposes as defined in the Agreement. No housing units are to be produced at the adjoining 100 Plumosa Avenue Property, which shall be used for meeting space, administrative office and parking space. The residential units reserved for Affordable Housing Purposes are to be single room occupancy (SRO) and occupied by income eligible persons, limited to women of Low Income and Very Low Income, who are sixteen (16) years of age or older who are recovering from alcohol, substance, emotional, physical, or sexual abuse and their legally dependent children. Nothing herein shall be construed as disallowing occupancy of the one, non-subsidized unit by clients who are not within the definitions of Low Income or Very Low Income.

2. The six (6) affordable housing units are designated HOME Program assisted. CENTER and MERLIN shall comply with the provisions of the HOME regulations for these six (6) HOME assisted units in the following manner:

(a) No such units shall be occupied by households whose annual income exceeds eighty percent (80%) of the prevailing HUD established area median income for the Orlando MSA. In addition, the monthly rents on all units shall not exceed the prevailing Fair Market Rents (FMR) for "high HOME rents" as established by HUD.

(b) A minimum of twenty percent (20%) of said units shall be occupied by households whose annual incomes do not exceed fifty percent (50%) of the prevailing area median income for the Orlando MSA. In addition, the monthly rents on these units shall not exceed the prevailing FMR for "low HOME rents" as established by HUD.

(c) A minimum of ninety percent (90%) of said units shall be occupied by households whose annual incomes do not exceed sixty-five

percent (65%) of the prevailing area median income for the Orlando MSA. In addition, the monthly rents on these units shall not exceed the prevailing FMR for households at this income level, as established by HUD.

(d) At least one (1) affordable housing unit shall be accessible to individuals with mobility impairments, as defined by Section 504 of the Rehabilitation Act of 1973, and whose standards are cited in the Uniform Federal Accessibility Standards (UFAS).

(e) At least one (1) affordable housing unit shall be accessible to individuals with sensory impairments, as defined in Section 504 of the Rehabilitation Act of 1973, and whose standards are cited in the UFAS.

(f) All six (6) HOME assisted units shall be designated "fixed units" as defined in 24 CFR 92.252(j). CENTER shall identify these units to COUNTY before issuance of the Certificate of Occupancy of the facility.

(g) MERLIN shall provide for the necessary supportive services in a supervised environment at the group home.

3. The six (6) affordable housing units are also SHIP Program assisted. CENTER shall comply with the provisions of the SHIP regulations for the six (6) SHIP assisted units in the following manner:

(a) No affordable housing units shall be occupied by households whose annual incomes exceed eighty percent (80%) of the prevailing area median income for the Orlando MSA. In addition, the monthly rents on all units shall not exceed the prevailing Maximum Rents by Number of Bedrooms in Unit at this income level, as established by the State.

(b) A minimum of two (2) of said units shall be occupied by households whose annual incomes do not exceed fifty percent (50%) of the prevailing area median income for the Orlando MSA. In addition, the monthly rents on these units shall not exceed the prevailing Maximum Rents by Number of Bedrooms in Unit at this income level, as established by the State.

4. This property shall comply with 24 CFR 92.250 "Maximum Per-unit Subsidy Amount and Subsidy Layering" specifically, 24 CFR 92.250(a). CENTER and MERLIN shall not expend more than the HUD established prevailing maximum subsidy per unit in the performance of this Agreement.

5. In further compliance with conflict of interest regulations cited at 24 CFR 92.256 and Chapter 112, Florida Statutes, no CENTER or MERLIN board member or employee or any related family member of either shall receive or obtain gain or profit in the performance of this Agreement.

6. CENTER shall, at the time of execution of the Agreement, also execute an Amended Mortgage Deed, the Amended Deferred Payment Promissory Note and the Restrictive Use Covenant, in the form attached to the Agreement as Composite Exhibit "F" and Exhibit "G", respectively. At the time of obtaining a certificate of occupancy or June

30, 2006, whichever is earlier, CENTER and MERLIN shall also execute an assumption of mortgage agreement in a form acceptable to COUNTY. The execution, delivery to COUNTY and recording are to assure compliance with 24 CFR 92.252(f) of the HOME regulations and Florida State Statutes Chapter 420, Part VII, 420.9075(4)(f), Florida Statutes.

7. No portion of the HOME or SHIP funds provided through Seminole County may be applied towards construction, equipping or operation of the one residential unit that is not exclusively reserved for Affordable Housing Purposes. Failure to adhere to this requirement shall be deemed an event of default under the Agreement and the Mortgage.

PART B. PROJECT MANAGEMENT RESPONSIBILITIES OF CENTER AND MERLIN.

1. CENTER shall acquire (purchase) the properties at 88 and 100 Plumosa Avenue, Casselberry, Florida 32707 for a reasonable cost but in no event more than a State licensed real estate appraiser's opinion of value determined by HUD acceptable appraisal methods. These parcels are to be combined in conjunction with obtaining the necessary zoning approvals.

2. CENTER shall inspect the property and render any assistance and support to MERLIN in its preparation of work specifications and cost estimates for the construction of the Project.

3. CENTER, through and in coordination with MERLIN, shall request a minimum of three (3) construction quotes/bids and accept quotes/bids from eligible licensed and insured contractors to complete the work according to work specifications. Contractually binding donations to MERLIN of design, engineering and construction services as a "payment in kind" at specified dollar amounts and types may be taken into consideration in arriving at the lowest bid price. Upon receipt of the various bids, MERLIN shall transmit such information to CENTER for its prompt review and approval. CENTER shall be responsible for transmitting the work specifications and bid documents to COUNTY and obtaining COUNTY Approval of same. Neither CENTER nor MERLIN shall award any contract for construction services until COUNTY Approval is obtained. CENTER and MERLIN shall maintain proper documentation of the procurement standards used in the quotes/bids process used and the subsequent award of the construction contract.

4. CENTER and MERLIN shall jointly execute the construction contract(s) with contractor(s).

5. CENTER and MERLIN shall be jointly responsible for inspection, monitoring progress, and ensuring timely completion of the Project within the time frame specified in the Agreement.

6. CENTER shall approve and process payment requests to the COUNTY in accordance with this Agreement and Exhibits "B" and "C" of the Agreement on behalf of contractors and other applicable vendors in order to verify and document completion of the work.

7. CENTER shall during its ownership of the Property and MERLIN shall upon its taking title to the Property and thereafter, consistent with any Affirmative Marketing Plan adopted by the COUNTY, advertise,

if necessary, and receive and process rental applications for transitional housing assistance. Such duties shall include determination and verification of client income eligibility for assistance. A waiting list of potentially income eligible tenants may be utilized in assisting clients who are in need of transitional affordable housing.

8. CENTER shall, with cooperation and documentation supplied by MERLIN, prepare Monthly Reports in accordance with this Agreement and in accordance with Exhibit "D" attached hereto. CENTER shall prepare all requests for payment from the COUNTY utilizing Exhibit "C" attached hereto. The Year-End Report attached hereto as exhibit "E" is to be submitted by CENTER no later than June 30, 2006 and by MERLIN on each anniversary thereafter throughout the Affordability Period.

9. CENTER and MERLIN shall maintain and make available appropriate records, project files, and financial records.

10. CENTER and MERLIN shall consult with the Community Development Administrator, or his/her designee, to assure compliance with 24 CFR 92 (the HOME Program regulations); F.A.C. Chapter 67-37 and F.S.S. Chapter 420 Part VII, Florida Statutes (State Housing Initiatives Partnership Program).

11. Projected Accomplishments.

(a) CENTER and MERLIN, during their respective tenures, shall report the number of households assisted during the Agreement. No housing unit, funded through this Agreement, shall be occupied for more than 24 months by the same household.

(b) CENTER and MERLIN shall commence performance under the Agreement immediately upon execution thereof. All acquisition and Project construction services shall be completed no later than June 30, 2006.

EXHIBIT "B"

PROJECT BUDGET

THE CENTER FOR AFFORDABLE HOUSING, INC.
 ACTING AS THE DEVELOPER FOR
 THE LISA MERLIN HOUSE

HOME CHDO PROGRAM YEARS 2000-2001 & 2001-2002
 SHIP PROGRAM YEAR 2002-2003

Implementation Expenses	
<u>ACTIVITY</u>	<u>PROGRAM FUNDS</u>
<ul style="list-style-type: none"> • Acquisition costs of real property: • Acquisition-related expenses including but not limited to: Real estate appraisal, Lead-Based Paint Analysis and Pre-purchase housing inspection • Developer fees of \$27,000 to be paid according to the following formula: 1/3 or an amount equal to \$9,000.00 to be paid at time of acquisition with the remaining 2/3 or an amount equal to \$18,000.00 to be paid in an amount equal to the percentage of construction completed. • Construction costs to provide a minimum of six (6) Single Room Occupancy units (bedrooms) in a group home to be used for transitional rental housing by a woman (mother) and at least one child per unit in accordance with the Affordable Housing Purposes defined in the Agreement. 	<p>\$515,000</p>
Total HOME Program Funds 2001 – 2002	\$ 439,210
Total HOME Program Funds 2000 – 2001	\$ 6,830
Total SHIP Program Funds 2004-2005	\$ 68,960
TOTAL HOME & SHIP FUNDS	\$ 515,000

EXHIBIT "C"

REQUEST FOR PAYMENT

Subrecipient The Center for Affordable Housing

Name of Activity/Project Lisa Merlin House Transitional Rental Housing

Mailing Address 2524 Park Drive, Sanford, Florida 32773

Contact Person William F. Newman, Program Director

Payment Request No: _____

Telephone No. 407-323-3268

Activity	Budget	% of Work Completed To Date	To Date Amount Previously Billed	This Invoice Billed
<ul style="list-style-type: none">• Acquisition• Acquisition-related expenses• Demolition and New Construction	\$488,000	%	\$	\$
<ul style="list-style-type: none">• Developer fees	\$27,000			
Total	\$515,000	%	\$	\$

Attach a copy of all supporting documentation for this Payment Request

Estimated Project/Activity Completion Date: _____

CHDO Agreement Expiration Date: _____

Submitted By: _____ Title: _____

Signature: _____ Date: _____

EXHIBIT "D"

SUBRECIPIENT MONTHLY REPORT

Status Report for Month of _____

SUBRECIPIENT: Center for Affordable Housing
Contact Person: William F. Newman, Program Director
Telephone: 407-323-3268

I. NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES: Lisa Merlin House Rental Transitional Housing

II. BUDGET STATUS

ACTIVITY	BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE	Expected Completion Date
• Acquisition • Acquisition-related expenses • Rehabilitation	\$488,000					
• Developer fees	\$27,000					
TOTAL	\$515,000					

Any other special accomplishments:

Signed:

EXHIBIT "E"
END OF YEAR REPORT

Outreach Of Organization: CENTER FOR AFFORDABLE HOUSING, INC./ LISA MERLIN HOUSE, INC.

Fiscal year: _____

Type of service provided: _____

Total number of people served: _____

Total number of groups/sessions performed: _____

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

Any other special accomplishments:

Signed: _____

This document was prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

**This Mortgage is given to
Seminole County, Florida and
is exempt from payment of all
intangible personal property taxes
pursuant to §§ 199.032 and
199.183(1), Florida Statutes (2004)**

COMPOSITE EXHIBIT "F"

SEMINOLE COUNTY SHIP/HOME PROGRAM
AMENDED MORTGAGE DEED

THIS AMENDED MORTGAGE DEED AND ITS ATTACHED PROMISSORY NOTE ARE BEING EXECUTED AND RECORDED TO AMEND AND CORRECT VARIOUS TERMS AND CONDITIONS OF THAT CERTAIN SEMINOLE COUNTY SHIP/HOME PROGRAM MORTGAGE DEED AND DEFERRED PAYMENT PROMISSORY NOTE RECORDED IN OFFICIAL RECORDS BOOK 5356, PAGES 0403 THROUGH 0409, INCLUSIVE OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA (THE "EXISTING MORTGAGE"). IT IS THE INTENT OF THE MORTGAGOR AND MORTGAGEE NAMED IN THE EXISTING MORTGAGE AND IN THIS INSTRUMENT THAT THE LIEN AND SECURITY INTEREST CREATED BY THE EXISTING MORTGAGE SHALL CONTINUE IN FULL FORCE AND EFFECT, WITH THE SAME PRIORITY, WITHOUT INTERRUPTION AND THAT THIS MORTGAGE FUNCTION AS A CORRECTIVE INSTRUMENT THEREOF. THIS AMENDED MORTGAGE SHALL NOT BE CONSTRUED AS AN INTERRUPTION OF SAID SECURITY INTERESTS OR AS THE CREATION OF A NEW LIEN AND SECURITY INTEREST WHICH WOULD IN ANY MANNER SERVE TO ALLOW ANY INTERVENING LIENS OR SECURITY INTERESTS TO ASSUME A HIGHER PRIORITY THAN EXISTED AT THE TIME THE EXISTING MORTGAGE WAS EXECUTED AND RECORDED.

THIS AMENDED MORTGAGE DEED is made and entered into this ____ day of _____, 2005, by The Center for Affordable Housing, Inc., whose address is 2524 South Park Drive, Sanford, Florida (the "MORTGAGOR"), in favor of Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (the "MORTGAGEE").

W I T N E S S E T H:

WHEREAS, MORTGAGOR and MORTGAGEE entered into that certain "SEMINOLE COUNTY/THE CENTER FOR AFFORDABLE HOUSING SHIP/HOME PROGRAM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION SUBRECIPIENT AGREEMENT" (the "Previous Agreement") for the benefit of MORTGAGOR whereby MORTGAGOR acquired the fee simple interest and has agreed to improve, utilize and consolidate certain property located in Seminole County, Florida the addresses and legal descriptions for which are as follows:

88 Plumosa Avenue
Casselberry, Florida 32707
and legally described as:

LOT 6 (LESS THE NORTH 92 FEET OF THE WEST 100 FEET THEREOF) AND LOT 7 (LESS THE NORTH 90 FEET OF THE EAST 60 FEET THEREOF), BLOCK H-F, CASSELBERRY, ACCORDING TO THE PLAT THEROF AS RECORDED IN PLAT BOOK 7, PAGE 27 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 08-21-30-5BL-HF00-0060

100 Plumosa Avenue
Casselberry, Florida 32707
And legally described as:

THE NORTH 92 FEET OF THE WEST 100 FEET OF LOT 6, BLOCK H-F, CASSELBERRY, ACCORDING TO THE PLAT THEROF AS RECORDED IN PLAT BOOK 7, PAGE 27 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 08-21-30-5BL-HF00-006A

and also sometimes jointly described as follows:

LOT 6 AND LOT 7 (LESS THE NORTH 90 FEET OF THE EAST 60 FEET THEREOF) BLOCK H-F, CASSELBERRY, AS RECORDED IN PLAT BOOK 7, PAGE 27 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

(the "Property") and;

WHEREAS, MORTGAGOR, MORTGAGEE and a third party have contemporaneously herewith entered into a subsequent subrecipient agreement styled as the SHIP/HOME PROGRAM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION SUBRECIPIENT AGREEMENT AMONG SEMINOLE COUNTY, THE CENTER FOR AFFORDABLE HOUSING, INC. AND LISA MERLIN HOUSE, INC. FOR PROGRAM YEARS 2001-2002, 2003-2004 AND 2004-2005 (the "Agreement") relative to authorizing new construction and expansion of improvements rather than more limited rehabilitation of existing improvements on the Property; and

WHEREAS, in view of the changes to the scope of the improvement program discussed above, federal affordable housing regulations mandate that the minimum time period for which such subsidized affordable housing remain exclusively available for persons of low income and very low income be extended to twenty (20) years (the "Affordability Period") instead of the fifteen years required under the covenants of the Existing Mortgage; and

WHEREAS, MORTGAGOR has agreed to develop and use the Property in such a manner as to provide at least six (6) affordable, transitional rental housing units exclusively for the benefit of homeless Low Income and Very Low Income female residents of the COUNTY who are recovering from various forms of abuse as described in the Agreement; and

WHEREAS, OWNER has executed that certain Amended Deferred Payment Promissory Note (the "Amended Note") of even date herewith in the principal amount of FIVE HUNDRED FIFTEEN THOUSAND DOLLARS (\$515,000.00) and secured by this Amended Mortgage Deed for the purpose of conforming the maturity date and the Affordability Period therein to the federal regulatory requirements; and

WHEREAS, the Amended Note is for the same principal amount as he earlier Deferred Payment Promissory Note heretofore made by MORTGAGOR in favor of MORTGAGEE in connection with the Existing Mortgage; and

WHEREAS, pursuant to the Agreement, the COUNTY, has paid, or will pay FIVE HUNDRED FIFTEEN THOUSAND DOLLARS (\$515,000.00) of mortgage proceeds to MORTGAGOR or its vendors for the purpose of acquisition of and new construction on the Property,

NOW, THEREFORE, in consideration of the above described financial assistance from the COUNTY and for other valuable consideration provided herein, the parties hereto covenant as follows:

1. The MORTGAGOR grants, bargains, sells, promises, conveys, and confirms unto the COUNTY all of the MORTGAGOR'S interests in the Property.

2. To have and to hold the same, together with the tenements, hereditament and appurtenances thereto belonging, and the rents, issues, and profits thereof, unto the Mortgagee in fee simple.

3. MORTGAGOR covenants that it is indefeasibly seized of said Property in fee simple; that MORTGAGOR has good right and lawful authority to convey said lands as aforesaid; that MORTGAGOR will make such further assurances to perfect fee simple title to said lands in the MORTGAGEE as may reasonably be required; that 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.

4. MORTGAGOR further covenants to continue ownership of the subject premises and that if any interest in the subject premises is conveyed, transferred, leased, sub-leased or otherwise devised or assigned to any person or entity other than Lisa Merlin House, Inc. ("Merlin") during the term of the Note then the principal outstanding and any interest that may have accrued due shall become immediately due and payable. It is expressly understood and agreed by MORTGAGOR and MORTGAGEE that a transfer of the fee simple interest in the Property to Merlin is permitted and that such conveyance shall occur no later than June 30, 2006.

5. This mortgage shall be assumable by Merlin or its successor in interest upon written approval of MORTGAGEE. Upon such assumption, Merlin shall be deemed the MORTGAGOR and shall be bound by all of the covenants and terms of this instrument and the Amended Note.

6. If MORTGAGOR shall perform, comply with and abide by each and every agreement, stipulation, condition and covenant regarding the Property including this Mortgage, the Amended Note and the Agreement, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

7. MORTGAGOR covenants and agrees to pay promptly when due the principal and interest, if any interest shall be due, and other sums of money provided for in the Amended Note and this Amended Mortgage.

8. MORTGAGOR covenants and agrees to pay all and singular the taxes, assessments, levies, liabilities, obligations, liens and encumbrances of every nature on the Property.

9. MORTGAGOR shall 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 in such monies.

11. 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 MORTGAGEE to promptly and fully comply with any agreements, stipulations, conditions and covenants regarding the Property.

12. MORTGAGOR covenants and agrees to perform, comply with and abide by each and every agreement, stipulation, condition, and covenant regarding the Property, including particularly, the Amended Restrictive Use Covenant of even date herewith.

13. In the event MORTGAGOR fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of this Amended Mortgage and the Amended Note, MORTGAGEE may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

14. In the event of a voluntary sale or foreclosure, 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 prospective purchaser. 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 MORTGAGOR.

15. If any sum or money herein referred is not promptly paid within thirty (30) days after the same becomes due, or if each and every agreement, stipulation, condition and covenant of this Amended Mortgage, the Amended Note or the Restrictive Covenant are not fully performed, complied with and abided by, then the entire sum mentioned in said Amended Note, and this instrument or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the MORTGAGEE, become and be due and payable, anything in said instruments

or herein 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.

16. Any assumption agreement or assignment of MORTGAGOR'S obligations under this Amended Mortgage or the Amended Note secured hereunder requires prior written approval of the MORTGAGEE.

17. If all or any part of the Property or any interest is sold or transferred during the term of this Mortgage without notice to and consent from the COUNTY and in compliance with this Amended Mortgage, the Amended Note, the Restrictive Use Covenant and the Agreement, or if MORTGAGOR breaches any other covenant, term or condition of said instruments, MORTGAGEE may declare an event of default hereunder, require immediate payment in full of all sums due under the Amended Note and to initiate foreclosure proceedings, including the seeking of a deficiency judgment as well as recovery of reasonable attorney's fees and court costs.

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

ATTEST:

THE CENTER FOR AFFORDABLE HOUSING, INC.

JOHN SWEENEY, Secretary

By: _____
SUSAN CASWELL, President

Date: _____

STATE OF FLORIDA]
]
COUNTY OF SEMINOLE]

I HEREBY CERTIFY that, on this ___ day of _____, 2005, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SUSAN CASWELL, as President and JOHN SWEENEY, as Secretary, of the Center for Affordable Housing, Inc., a non-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in, and on behalf of, the corporation, and that they also affixed thereto the official seal of the corporation.

Print Name _____
Notary Public in and for the County
and State Aforementioned

NOTARY SEAL

My commission expires: _____

This document was prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

**This Instrument is given to
Seminole County, Florida and
is exempt from payment of all
intangible personal property taxes
pursuant to §§ 199.032 and
199.183(1), Florida Statutes (2004)**

EXHIBIT "A"

SEMINOLE COUNTY AFFORDABLE HOUSING PROGRAM
HOME/SHIP PROGRAM AMENDED DEFERRED PAYMENT PROMISSORY NOTE

PRINCIPAL AMOUNT: FIVE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS
(\$515,000.00)

DATED DATE: _____, 2005

MATURITY DATE: JUNE 30, 2026

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

MAKER: The Center For Affordable Housing, Inc.
2524 South Park Drive
Sanford, FL 32771

HOLDER: Seminole County Government
1101 East First Street
Sanford, FL. 32771

1. FOR VALUE RECEIVED, MAKER promises to pay to the order of the HOLDER the sum of FIVE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$515,000.00) on JUNE 30, 2026, in lawful money of the United States, at 1101 East First Street, Sanford, Florida 32771, or at such other place as the HOLDER may designate in writing.

2. This Note is secured by that certain Mortgage of even date herewith given by MAKER on certain real properties the addresses and legal descriptions for which are as follows:

88 Plumosa Avenue
Casselberry, Florida 32707
and legally described as:

LOT 6 (LESS THE NORTH 92 FEET OF THE WEST 100 FEET
THEREOF) AND LOT 7 (LESS THE NORTH 90 FEET OF THE EAST

60 FEET THEREOF), BLOCK H-F, CASSELBERRY, ACCORDING TO THE PLAT THEROF AS RECORDED IN PLAT BOOK 7, PAGE 27 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 08-21-30-5BL-HF00-0060

100 Plumosa Avenue
Casselberry, Florida 32707
And legally described as:

THE NORTH 92 FEET OF THE WEST 100 FEET OF LOT 6, BLOCK H-F, CASSELBERRY, ACCORDING TO THE PLAT THEROF AS RECORDED IN PLAT BOOK 7, PAGE 27 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 08-21-30-5BL-HF00-006A

and also sometimes jointly described as follows:

LOT 6 AND LOT 7 (LESS THE NORTH 90 FEET OF THE EAST 60 FEET THEREOF) BLOCK H-F, CASSELBERRY, AS RECORDED IN PLAT BOOK 7, PAGE 27 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

(the "Property").

3. This Amended Note and the obligations herein described are intended to amend and correct certain terms and conditions of that Deferred Payment Promissory Note dated June 15, 2004 and recorded in Official Records Book 5356, pages 407 through 409, inclusive (the "Previous Note") and shall be regarded by all persons as intended by MAKER and HOLDER to continue the same lien, lien priority and security interest created by the Existing Note, to relate back and be deemed effective as of the date of execution thereof.

4. If the MAKER fails to use the Property in the manner as required by this instrument or the Amended Mortgage Deed, or shall be in default for any of the reasons set forth below, then all outstanding sums due under this Amended Note shall become immediately due and payable in full less any amounts that may have previously paid by MAKER.

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

(a) Failure to pay the principal amount hereof or any other sum due under this instrument at the stated maturity or due date, or full payment at the time the Property is sold, transferred, or conveyed prior to the maturity date or the expiration of the twenty (20) year Affordability Period, unless the obligation shall have been otherwise forgiven or satisfied or this instrument shall have been assumed by a successor entity upon proper endorsement and written approval of HOLDER.

(b) The sale, transfer, or refinancing of the subject Property by MAKER or MAKER'S successors to persons or entities not approved by HOLDER within twenty (20) years of the date a certificate of occupancy is obtained for the newly constructed improvements on the Property or June 30, 2026, whichever is earlier (the "Affordability Period").

(c) Leasing or renting of the six (6) reserved affordable housing units on the Property to persons other than income qualified, eligible clients as provided in the Agreement within the Affordability Period.

(d) The destruction or abandonment of the Property by MAKER or its successors.

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

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

(g) Failure to comply with the terms and conditions of the accompanying Amended Mortgage Deed or the Restrictive Use Covenant, both of even date herewith.

6. The unpaid principal amount of this Note shall be reduced to zero (0) on June 30, 2026, or the twentieth anniversary of the issuance of a certificate of occupancy, whichever is earlier, provided that the MAKER has met all the terms and conditions regarding use and occupancy of the Property as set forth herein and the Amended Mortgage Deed.

7. MAKER reserves the right to prepay, at any time, all or any part of the principal amount of this Amended Note without the payment of penalties or premiums, and thereby remove and satisfy the mortgage security interest on the Property in favor of this Amended Note, provided that the cost of removal thereof, 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 the HOLDER, including a reasonable attorney's fee, in case the principal of this Amended Note or any payment on the principal or any interest thereon is not paid at the respective maturity thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

10. 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, the whole sum of principal and any other remaining unpaid amount hereunder shall, together with accrued interest at the highest rate allowed by law, at the option of the HOLDER, become immediately due and payable.

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

IN WITNESS WHEREOF, the parties have executed their hands and seals on the day and year first above written.

ATTEST:

THE CENTER FOR AFFORDABLE HOUSING, INC.

JOHN SWEENEY, Secretary

By: _____
SUSAN CASWELL, President

Date: _____

STATE OF FLORIDA]
]
COUNTY OF SEMINOLE]

I HEREBY CERTIFY that, on this ____ day of _____, 2005, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SUSAN CASWELL, as President and JOHN SWEENEY, as Secretary, of the Center for Affordable Housing, Inc., a non-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in, and on behalf of, the corporation, and that they also affixed thereto the official seal of the corporation.

Print Name _____
Notary Public in and for the County
and State Aforementioned

NOTARY SEAL

My commission expires: _____

This document was prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

EXHIBIT "G"

AMENDED RESTRICTIVE USE COVENANT

THIS RESTRICTIVE COVENANT is made and entered into this ____ day of _____, 2005, by The Center for Affordable Housing, Inc., whose address is 2524 South Park Drive, Sanford, Florida (the "OWNER"), in favor of Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (the "COUNTY").

W I T N E S S E T H:

WHEREAS, OWNER and COUNTY entered into that certain "SEMINOLE COUNTY/THE CENTER FOR AFFORDABLE HOUSING SHIP/HOME PROGRAM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION SUBRECIPIENT AGREEMENT" (the "Previous Agreement") for the benefit of OWNER, whereby OWNER acquired the fee simple interest and agreed to consolidate, rehabilitate existing improvements, and utilize certain properties located in Seminole County, Florida the addresses and legal descriptions for which are as follows:

88 Plumosa Avenue
Casselberry, Florida 32707
and legally described as:

LOT 6 (LESS THE NORTH 92 FEET OF THE WEST 100 FEET THEREOF) AND LOT 7 (LESS THE NORTH 90 FEET OF THE EAST 60 FEET THEREOF), BLOCK H-F, CASSELBERRY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 27 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 08-21-30-5BL-HF00-0060

100 Plumosa Avenue
Casselberry, Florida 32707
and legally described as:

THE NORTH 92 FEET OF THE WEST 100 FEET OF LOT 6, BLOCK

H-F, CASSELBERRY, ACCORDING TO THE PLAT THEROF AS RECORDED IN PLAT BOOK 7, PAGE 27 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 08-21-30-5BL-HF00-006A

and also sometimes jointly described as follows:

LOT 6 AND LOT 7 (LESS THE NORTH 90 FEET OF THE EAST 60 FEET THEREOF) BLOCK H-F, CASSELBERRY, AS RECORDED IN PLAT BOOK 7, PAGE 27 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

(the "Property") and;

WHEREAS, OWNER, COUNTY and Lisa Merlin House, Inc. have contemporaneously herewith entered into a subsequent subrecipient agreement styled as the SHIP/HOME PROGRAM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION SUBRECIPIENT AGREEMENT AMONG SEMINOLE COUNTY, THE CENTER FOR AFFORDABLE HOUSING, INC. AND LISA MERLIN HOUSE, INC. FOR PROGRAM YEARS 2001-2002, 2003-2004 AND 2004-2005 (the "Agreement") relative to authorizing new construction and expansion of improvements rather than more limited rehabilitation of existing improvements on the Property; and

WHEREAS, in view of the changes to the scope of the improvement program discussed above, federal affordable housing regulations mandate that the minimum time period for which such subsidized affordable housing remain exclusively available for persons of low income and very low income be extended to twenty (20) years instead of the fifteen years required under the previous arrangements; and

WHEREAS, the Property is located within the City of Casselberry (the "CITY"), and the OWNER and the COUNTY have agreed to include the CITY in this restrictive covenant so that the CITY can ensure the property is used as described in paragraph 3 of this document.

WHEREAS, the OWNER has agreed to use the Property for the benefit of low and very low income female residents of the COUNTY as specified herein; and

WHEREAS, pursuant to the Agreement, the COUNTY, has paid, or will pay, FIVE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$515,000.00) for the purpose of acquiring and constructing improvements on the Property,

NOW, THEREFORE, in consideration of the financial assistance from the COUNTY with respect to the aforementioned objectives and the OWNER covenants as follows:

1. The Agreement and recitals stated hereinabove are incorporated herein by reference and made a part hereof.

2. The covenants contained herein shall run with the land and shall be binding upon the OWNER, its successors and assigns in favor and for the benefit of the COUNTY and the City of Casselberry, Florida.

3. OWNER agrees that the Property described above shall be used solely for the provision of at least six (6) affordable, transitional housing to homeless, Low Income and Very Low Income women ages sixteen (16) and older who are recovering from alcohol and/or substance abuse or from physical, emotional and/or sexual abuse and their legally dependant children, until June 30, 2026 or the twentieth anniversary of the date a certificate of occupancy is obtained for the completed facilities (the "Affordability Period").

4. The OWNER shall ensure that the use of the Property is in compliance with all local, State and Federal laws regarding the provision of affordable housing.

5. This Restrictive Covenant shall be binding upon OWNER and any successor in interest to the Property and, prior to expiration of the Affordability Period, may only be released by an instrument duly executed by COUNTY and the City of Casselberry and recorded in the Official Records of Seminole County, Florida.

6. This instrument shall amend and supersede that certain Restrictive Use Covenant made by OWNER and recorded in Official Records Book 5356, Pages 0410 through and including 0412 of the Public Records of Seminole County, Florida.

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

ATTEST:

THE CENTER FOR AFFORDABLE HOUSING, INC.

JOHN SWEENEY, Secretary

By: _____
SUSAN CASWELL, President

Date: _____

STATE OF FLORIDA]
]
COUNTY OF SEMINOLE]

I HEREBY CERTIFY that, on this ____ day of _____, 2005, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SUSAN CASWELL, as President and JOHN SWEENEY, as Secretary, of the Center for Affordable Housing, Inc., a non-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in, and on behalf of, the corporation, and that they also affixed thereto the official seal of the corporation.

Print Name _____
Notary Public in and for the County
and State Aforementioned

NOTARY SEAL

My commission expires: _____