

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Subrecipient Agreement with the Center for Affordable Housing: Lisa Merlin House

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

AUTHORIZED BY: Donald Fisher **CONTACT:** Lori Solitro **EXT.** 7370

Agenda Date 06/08/04 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Subrecipient Agreement with the Center for Affordable Housing, Inc. to acquire and rehabilitate real property for the Lisa Merlin House.

(District 3: Van Der Weide)

BACKGROUND:

On August 12, 2003, the Board approved HOME and SHIP funding in the amount of \$515,000 for the Lisa Merlin House contingent on site approval. The Lisa Merlin House is a transitional housing facility providing long term residential treatment to homeless women (age 16+) recovering from alcohol/substance addiction, and who also have experienced physical, emotional and/or sexual abuse.

The selected site is located at 88 Plumosa Avenue in Casselberry and consists of a single-story, 3,034 square foot building. Land use and zoning amendments have been approved by Casselberry's Planning & Zoning Board and the City Commission.

The funding is requested by the Center for Affordable Housing Inc, which will act as the developer on behalf of the Lisa Merlin House, Inc. The funding will be used to acquire and rehabilitate the facility. All County funds are contingent upon being leveraged by the Continuum of Care/Supportive Housing Program through the U. S. Department of Housing & Urban Development (HUD) in the amount of \$333,334 and an additional \$31,500 from the Orlando Magic Youth Foundation.

The Center will initially acquire and redevelop the property with the goal of transferring ownership to Lisa Merlin House, Inc. in 2006 via assumption of the Agreement and the related mortgage obligations.

Staff recommends approval of the Agreement.

Reviewed by: [Signature]
Co Atty: [Signature]
DFS: _____
Other: _____
DCM: [Signature]
CM: [Signature]
File No. cpdc03

SEMINOLE COUNTY/THE CENTER FOR AFFORDABLE HOUSING, INC.
SHIP/HOME PROGRAM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION
SUBRECIPIENT AGREEMENT FOR LISA MERLIN HOUSE, INC.

THIS AGREEMENT, entered into this _____ day of _____, 2004, by and between 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," and 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".

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, 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 has indicated a desire to enter into a contract for the purchase of two (2) improved real properties as described herein with the objective of entering into long term lease arrangements with an eventual conveyance of the fee simple interest to Lisa Merlin House, Inc. for the purpose of providing long term residential housing and treatment to income eligible young women and their dependent children recovering from substance, physical, emotional, and sexual abuse; and

WHEREAS, the COUNTY has adopted the Seminole County Local Housing Assistance Plan (LHAP) and participates in the Florida SHIP Program to make affordable housing available to citizens of Seminole County,

Florida of very low or low income and to citizens of Seminole County with special housing needs; and

WHEREAS, CENTER plans to work with Lisa Merlin House, Inc. (a Florida nonprofit corporation) to provide a housing facility for homeless women recovering from alcohol or substance addiction, as well as physical, emotional and/or sexual abuse; and

WHEREAS, the COUNTY has deemed that such services will serve an important public COUNTY purpose; and

WHEREAS, the COUNTY has allocated 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 has agreed to financially leverage certain funds provided by both HUD and the State through the COUNTY pursuant to this Agreement, and

WHEREAS, CENTER and COUNTY envision that CENTER will transfer title to the real properties located at 88 and 100 Plumosa Avenue, Casselberry, Florida 32707, and further assign its responsibilities under this Agreement and related financing instruments to Lisa Merlin House, Inc. subsequent to completion of the required rehabilitation and construction of the involved parcels,

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 and their legally dependent children who are recovering from alcohol, substance, emotional, physical, or sexual abuse.

(b) "Affordability Period" shall mean the length of time for which the subject properties must comply with HUD and SHIP regulations and be used solely for the Affordable Housing purposes as defined herein. Pursuant to 24 CFR Section 92.252, the Affordability Period is deemed to be fifteen (15) years for acquired and rehabilitated housing units. The Affordability Period shall be deemed to be automatically adjusted to conform with any subsequent changes in applicable Federal statutes and regulations which may hereafter become effective.

(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 further include any successors in interest to the 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" shall mean that certain Mortgage Deed, Deferred Payment Promissory Note and Restrictive Covenant to be executed by CENTER in favor of the COUNTY, which instruments shall be recorded in the Official Records of Seminole County, Florida, all pertaining to the real properties acquired pursuant to this Agreement. The Mortgage

instruments shall be in the form attached as Exhibit "F" to this Agreement.

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

(i) "Properties" shall mean those real property parcels located at 88 and 100 Plumosa Avenue, Casselberry, Florida 32707, and identified as parcels numbers 08-21-30-5BL-HF00-0060 and 08-21-30-5BL-HF00-006A.

(j) "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. CENTER, in a manner satisfactory to the COUNTY, shall perform all acquisitions and services described 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.

Section 4. Term. This Agreement shall be effective upon its execution by all parties. CENTER shall complete all acquisitions and other services required by this Agreement on or before June 30, 2005. 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, 2004	Meet with County Project Manager to review terms of this Agreement;
By June 30, 2005	Complete acquisition and renovation rehabilitation of at least six (6) affordable housing units.

The Affordability Period of these six (6) rental units shall extend until June 30, 2020, i.e., the fifteenth anniversary from the

date of CENTER's completion date of the acquisition and rehabilitation of the subject properties.

Section 5. Payments.

(a) COUNTY shall provide financing to CENTER at closing for the acquisition price and rehabilitation/remodeling costs of the subject real property in the form of a deferred payment promissory note maturing on June 30, 2020, and mortgage deed and restrictive covenant in the form collectively attached hereto as Exhibit "F". Said financing by COUNTY is contingent upon CENTER'S providing appropriate documentation as provided in subparagraph (d) below, the terms of the Scope of Services attached hereto as Exhibit "A" and in the amounts 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 to provide rehabilitation 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 rehabilitation services rendered under this Agreement up to, but not exceeding FIVE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$515,000.00). 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 in the negotiated acquisition process and rehabilitation bids received and reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate such funds to other eligible HUD or SHIP activities. In the event of such reallocation, the

balance due under the Mortgage shall be deemed to be reduced accordingly.

(d) COUNTY shall provide funds at closing for the acquisition price of the subject real properties upon CENTER'S providing 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.

Such payments may be made by the COUNTY to the seller on behalf of CENTER or directly to CENTER as subsequently agreed upon by the parties hereto.

(e) In no event shall the COUNTY reimburse CENTER or directly pay its rehabilitation/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 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, the COUNTY shall initiate reimbursement to the CENTER or direct payment to the appropriate vendor from funds secured by the Mortgage. 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, its 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 August 15, 2005, CENTER shall render a final and complete statement to the COUNTY of all costs for goods and services not previously invoiced. The COUNTY shall not be obligated to pay any charges, claims or demands of CENTER not properly invoiced and received by the COUNTY by August 15, 2005.

(i) Any goods or services 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 rehabilitation of properties beyond those contemplated by this Agreement involving the funds committed hereunder shall require an amendment to this Agreement approved by both parties in accordance with Section 26 hereof as well as appropriate modifications to the Mortgage.

(j) CENTER 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.

(k) CENTER shall, subsequent to completion of construction and rehabilitation and thereafter until February 13, 2006, lease the Properties to Lisa Merlin House, Inc., a Florida nonprofit corporation, or its successors who shall only use the improved properties for the Affordable Housing Purposes specified herein. The subject properties shall not be leased to any entity other than Lisa Merlin House, Inc. during the term stated above or for the duration of the Affordability Period without the express, prior, written approval of the CD Administrator.

(1) 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

(2) \$31,500.00, in dollars, from the Orlando Magic Youth Fund.

Failure by CENTER or its successor in interest to leverage the funds as required herein shall constitute a breach of this Agreement and entitle the COUNTY to demand immediate full repayment of the loan, in addition to any other legal and equitable remedies set forth herein, the Exhibits hereto and the Mortgage.

Section 6. Compliance With Federal Law and Uniform Administrative Requirements. CENTER 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 shall not assume COUNTY responsibilities for environmental review under 92.352 and the intergovernmental process under 92.357. However, CENTER is not exempt from performing a Phase I environmental or site-specific environmental reviews in accordance with State and local regulations, nor is CENTER released from any environmental pollution that it may cause or have caused and CENTER shall assume full liability therefore.

(e) Compliance with State and Local Laws. During the execution and implementation of this Agreement, COALITION 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";

(2) All written procedures and policies issued by the COUNTY regarding implementation of the COUNTY SHIP Program;

(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 7. 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.

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

Section 8. Management Assistance.

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

(b) In the event that CENTER does not complete any of the terms of this Agreement within the time frames allotted herein, COUNTY may provide notices to CENTER on the sixth month and/or the ninth month after the expiration of the subject time frame advising CENTER that it is 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 9. Maintenance of Records.

(a) CENTER 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 pursuant to this Agreement;

(B) Bills, cancelled checks and invoices for all services purchased by CENTER 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 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 CENTER 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) 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 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 August 15, 2005.

(f) CENTER shall annually submit an End of Year Report in the form of Exhibit "E" hereto. Such report shall be due on June 30, 2005 and each anniversary thereafter during the term of this Agreement.

Section 10. 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 rehabilitations CENTER has agreed to perform hereunder, or for debts or claims accruing to such parties against CENTER. 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 as a result of this Agreement, including the contractors, subcontractors and vendors who may from time to time be employed by CENTER.

Section 11. Subcontracts. All contracts made by CENTER 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 rehabilitation/remodeling work, or services as set forth in Exhibit "A" are authorized by this Agreement. Any further property acquisitions,

work, or services which CENTER wishes 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 12. Indemnification.

(a) CENTER 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 or whomsoever, resulting out of CENTER's fraud, defalcation, dishonesty, or failure of CENTER to comply with applicable laws or regulations; any act or omission of CENTER 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 notice in writing thereof to CENTER by registered or certified mail addressed to CENTER at the address provided hereinafter. Upon receiving such notice, CENTER, at its 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 defense of any such action, suit or proceeding.

Section 13. Insurance. CENTER shall ensure that its insurance coverage or self-insurance program, and the insurance coverage of its

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 14. Assignment of Agreement and Conveyance of Properties.

On or after February 13, 2006 CENTER shall, with appropriate written consent from COUNTY, have the authority to convey its interest in the Properties and assign its duties and responsibilities under this Agreement and the Mortgage to Lisa Merlin House, Inc. provided; however, that any such successor in interest to CENTER shall be expressly bound by all of the terms and covenants herein, all Exhibits hereto including, particularly, the Mortgage and the Restrictive Covenant unless waived or otherwise forgiven by COUNTY as a part of its written consent. Anything in this Agreement to the contrary notwithstanding, neither Lisa Merlin House, Inc. nor any other successor in interest to the Center For Affordable Housing, Inc. may lease or otherwise subsequently convey the Properties during the remaining Affordability Period to any other entity without the express, prior, written approval of the COUNTY.

Section 15. 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 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 before requesting subsequent advancement or reimbursement of funds from COUNTY.

(b) In the event that any of said Program Income is received by CENTER after completion of the projects authorized by this Agreement but prior to the expiration of this Agreement, CENTER shall immediately render such Program Income to the COUNTY.

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

Section 17. Non-Expendable Property. Any non-expendable personal property acquired by CENTER 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 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 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 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 pursuant to this Agreement. 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;
- (d) Demand CENTER 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.

Section 22. Certification Regarding Lobbying.

CENTER hereby certifies that to the best of its 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 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 hereby agrees that monies received from the COUNTY pursuant to the Agreement will not be used for the purpose of lobbying the 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

Either of the parties may change, by written notice, the address or person for receipt of notice.

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

(a) CENTER agrees that it 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 hereby certifies 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.

(c) Neither CENTER, its successor, nor persons under its control shall engage in any conduct that would result in an ethical violation by a COUNTY officer or employee. Any such conduct by CENTER, its successor in interest, or by any persons under its control shall be a breach of this Agreement and shall be grounds for unilateral termination thereof by COUNTY pursuant to Sec. 220.115, Seminole County Code.

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, between 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. Expansion of the acquisition and rehabilitation program to purchase and/or rehabilitate more properties than envisioned herein shall be done only by amendment to this Agreement signed by both parties describing the number of units, location, cost, sellers, contractors and subcontractors to be used, completion dates and other particulars sufficient to permit a restatement of Exhibits "A" and "B," which shall also be revised. Upon its adoption, such amendment shall be attached to each party's copy of this Agreement.

Section 27. 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 COLLINS, Secretary

By: _____
SUSAN CASWELL, President

[CORPORATE SEAL]

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
DARYL G. MCLAIN, 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
AWS/lpk
5/28/04
Lisa Merlin House

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" - Mortgage Deed, Promissory Note, and Restrictive Covenant

EXHIBIT "A"

GENERAL SCOPE OF SERVICES

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

CENTER shall provide the following housing activity services to address affordable housing needs of Very Low and Low income households within Seminole County.

PART A. PURPOSE AND AFFORDABILITY CRITERIA.

1. CENTER shall rehabilitate a living facility (group home) containing a minimum of six (6) transitional rental housing units on property located at 88 Plumosa Avenue, Casselberry, Florida. No housing units are to be produced at 100 Plumosa Avenue. The housing units are to be single room occupancy (SRO) and occupied by income eligible persons, limited to recovering substance abuse victims and their children. A total of six (6) units are designated HOME Program assisted. CENTER shall comply with the provisions of the HOME regulations for these six (6) HOME assisted units in the following manner:

(a) All units shall be occupied by households whose annual incomes do not exceed 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 all 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 FMRs for "low HOME rents" as established by HUD.

(c) A minimum of ninety percent (90%) of all 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 FMRs for households at this income level, as established by HUD.

(d) At least one (1) 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) 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) CENTER shall provide for the necessary supportive services in a supervised environment at the group home.

2. A total of six (6) units are 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) All units shall be occupied by households whose annual incomes do not 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) 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.

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

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

5. CENTER shall at the appropriate time and at the direction of the COUNTY's Housing Manager, execute a Declaration of Restrictive Covenant, a Mortgage Deed, and a Promissory Note (attached to Agreement as Exhibit "F"). The execution of these documents and their recording with the County Clerk's Office will assure compliance with 24 CFR 92.252(f) of the HOME regulations and Florida State Statutes Chapter 420, Part VII, 420.9075(4)(F) of the State Housing Initiatives Partnership Program.

PART B. PROJECT MANAGEMENT RESPONSIBILITIES OF CENTER.

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 prepare work specifications and cost estimates for the rehabilitation of the property.

3. CENTER 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. CENTER 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 shall execute the construction contract with contractor(s).

5. CENTER shall inspect, monitor progress, and ensure completion of the rehabilitation work.

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, consistent with any Affirmative Marketing Plan adopted by the COUNTY advertise, if necessary, and receive and process rental applications for transitional housing assistance. CENTER shall determine and verify 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 prepare Monthly Reports in accordance with this Agreement and in accordance with Exhibit "D" attached hereto. The CENTER shall prepare request 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, 2005 and each anniversary thereafter throughout the Affordability Period.

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

10. CENTER 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 shall report the number of households assisted during the Agreement. The CENTER shall provide housing services necessary to acquire (purchase), rehabilitate and place into service at least six (6) SRO rental housing units for occupancy by eligible clients during the Agreement. **No housing unit, funded through this Agreement, shall be occupied for more than 24 months by the same household.**

(b) CENTER shall commence the Agreement immediately upon execution thereof. All acquisition, rehabilitation, and construction services shall be completed no later than June 30, 2005.

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	
ACTIVITY	PROGRAM FUNDS
<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 rehabilitation completed. • Rehabilitation 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 	<p>\$515,000</p>
Total HOME Program Funds 2001 – 2002	\$ 439,210
Total HOME Program Funds 2000 – 2001	\$ 6,830
Total SHIP Program Funds 2002-2003	\$ \$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
• Acquisition	\$488,000	%	\$	\$
• Acquisition-related expenses				
• Rehabilitation				
• 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	\$488,000					
• Rehabilitation						
• 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.

Fiscal year: _____

Type of service provided: _____

Total number of people served: _____

Total number of groups/sessions performed: _____

No. of House- hold/ Persons Assisted	Low and Moder- ate Income	Ameri- can Indian or Alaska Native	Asian	Black or African Ameri- can	Native Hawaiian or Other Pacific Islander	White	His- panic or Latino	Not His- panic or Latino	Female Headed House- hold

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 (2003)**

EXHIBIT "F"

**SEMINOLE COUNTY SHIP/HOME PROGRAM
MORTGAGE DEED**

THIS MORTGAGE DEED is made and entered into this ____ day of _____, 2004, 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 "Agreement") for the benefit of OWNER, whereby OWNER has acquired the fee simple interest and has agreed to consolidate, rehabilitate, 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

(the "Properties") and;

WHEREAS, the OWNER has agreed to use these rehabilitated housing Properties for the benefit of homeless 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 and recorded that certain Restrictive Covenant of even date herewith governing the uses of the Properties for the benefit of COUNTY and which is recorded in the Public Records of Seminole County, Florida (the "Restrictive Covenant"); and

WHEREAS, OWNER has executed that certain Deferred Payment Promissory Note (the "Note") of even date herewith in the principal amount of FIVE HUNDRED FIFTEEN THOUSAND DOLLARS (\$515,000.00) and secured by this Mortgage Deed; and

WHEREAS, pursuant to the Agreement, the COUNTY, has paid, or will pay FIVE HUNDRED FIFTEEN THOUSAND DOLLARS (\$515,000.00), for the purpose of acquisition and rehabilitation of the Properties,

NOW, THEREFORE, in consideration of the financial assistance from the COUNTY with respect to the acquisition and rehabilitation of the Properties and for other valuable consideration provided herein, the parties hereto covenant as follows:

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

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. The OWNER covenants with the COUNTY that the OWNER is indefeasibly seized of said Properties in fee simple; that the OWNER has good right and lawful authority to convey said lands as aforesaid; that the OWNER will make such further assurances to perfect fee simple title to said lands in the COUNTY as may reasonably be required; that the OWNER hereby fully warrants the title to said Properties and will defend the same against the lawful claims of all persons whomsoever; and that said Properties are free and clear of all encumbrances.

4. OWNER hereby further covenants to continue ownership of the subject premises and further covenants that if any interest in the subject premises is conveyed, transferred, leased, sub-leased or otherwise devised or assigned to any person or entity during the term of the Note then the principal outstanding and any interest that may have accrued due shall become immediately due and payable.

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

6. OWNER 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 said Note and this Mortgage or either.

7. OWNER covenants and agrees to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Properties.

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

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

10. OWNER 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 COUNTY because of the failure of the OWNER to promptly and fully comply with any agreements, stipulations, conditions and covenants regarding the Properties.

11. OWNER covenants and agrees to perform, comply with and abide by each and every agreement, stipulation, condition, and covenant regarding the Properties, including particularly, the Restrictive Covenant.

12. In the event OWNER fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of this Mortgage and the Note, or either, the COUNTY 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.

13. In the event of a voluntary sale or foreclosure, the COUNTY shall have the right of first refusal to purchase the Properties from the OWNER for the amount and on the terms specified in a written, firm contract between the OWNER and prospective purchaser. COUNTY 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 OWNER.

14. 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 Mortgage, the Note or the Restrictive Covenant are not fully performed, complied with and abided by, then the entire sum mentioned in said Note, and this Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the COUNTY, become and be due and payable, anything in said instruments or herein to the contrary notwithstanding. Failure by the COUNTY to exercise any of the rights herein provided shall not constitute a waiver of any rights under the Note or this Mortgage accrued or thereafter accruing.

15. OWNER shall not execute an assumption or in any way assign or otherwise convey its obligations under this Mortgage or Note secured hereunder without the proper written consent of County.

16. If all or any part of the Properties 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 Mortgage, the Note or the Restrictive Covenant, the COUNTY may require immediate payment in full of all sums due under the Promissory Note and the OWNER shall be considered in default under the terms of the Mortgage. In such event, COUNTY shall have the right to initiate foreclosure procedures.

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 COLLINS, Secretary By: _____
SUSAN CASWELL, President

Date: _____

STATE OF FLORIDA]
]
COUNTY OF SEMINOLE]

I HEREBY CERTIFY that, on this ___ day of _____, 2004, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SUSAN CASWELL, as President and JOHN COLLINS, 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 (2003)**

**SEMINOLE COUNTY
HOME OWNERSHIP ASSISTANCE PROGRAM
DEFERRED PAYMENT PROMISSORY NOTE**

THIS PROMISSORY NOTE is made and entered into this ____ day of _____, 2004, 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 "Agreement") for the benefit of OWNER, whereby OWNER has agreed to acquire, consolidate, rehabilitate, and utilize certain parcels of real 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

(the "Properties") and;

WHEREAS, the OWNER has agreed to use these rehabilitated housing Properties for the benefit of homeless and very low income female residents of the COUNTY who are recovering from various forms of abuse as described in the Agreement and pursuant to that certain Restrictive Covenant of even date herewith governing the uses of the Properties for the benefit of COUNTY and which is recorded in the Public Records of Seminole County, Florida (the "Restrictive Covenant"); and

WHEREAS, pursuant to the Agreement, the COUNTY, has paid, or will pay FIVE HUNDRED FIFTEEN THOUSAND DOLLARS (\$515,000.00), for the purpose of acquisition and rehabilitation of the Properties:

NOW, THEREFORE, in consideration of the financial assistance from the COUNTY with respect to the acquisition and rehabilitation of the Properties and for other valuable consideration provided herein, the OWNER covenants as follows:

1. OWNER promises to pay to the order of the COUNTY on June 30, 2020 the sum of FIVE HUNDRED FIFTEEN THOUSAND DOLLARS (\$515,000.00), in lawful money of the United States, at 1101 East First Street, Sanford, Florida 32771, or at such other place as the County may designate in writing. This note shall bear interest at the rate of zero percent (0%) per annum.

2. This Note is given in accordance with the terms of the Mortgage and Restrictive Covenant of even date herewith made in favor of COUNTY and pertaining to the above described Properties.

3. If the OWNER fails to use the Properties in the manner as required by the Agreement, the Restrictive Covenant, the Mortgage or any portion of this Note, it shall be an event of default upon which all sums outstanding and due under this Note shall become immediately due and payable in full.

4. The unpaid principal amount of this Note shall be reduced to zero on June 30, 2020, provided that the OWNER has met all the terms and conditions set forth in the Mortgage, the Agreement, the Restrictive Covenant and this Note.

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

6. OWNER agrees to pay all costs of collections incurred by the COUNTY including a reasonable attorney's fee in case the principal of this 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.

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

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT is made and entered into this ____ day of _____, 2004, 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 "Agreement") for the benefit of OWNER, whereby OWNER has acquired the fee simple interest and has agreed to consolidate, rehabilitate, 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 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
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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

(the "Properties") and;

WHEREAS, these Properties are 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 properties are used as described in paragraph 3 of this document.

WHEREAS, the OWNER has agreed to use these properties 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 DOLLARS (\$515,000.00) for the purpose of acquiring and rehabilitating the Properties,

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 parties agree that 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.

3. OWNER agrees that the Properties described above shall be used solely for the provision of affordable, transitional housing to homeless, Low Income and Very Low Income women ages sixteen (16) and older and their legally dependent children who are recovering from alcohol and/or substance abuse as well as recovering from physical, emotional and/or sexual abuse, until June 30, 2020.

4. The OWNER shall ensure that the use of the Properties 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 Properties and, prior to June 30, 2020, may only be released by an instrument duly executed by COUNTY and the CITY and recorded in the Official Records of Seminole County, Florida.

IN WITNESS WHEREOF, CENTER has executed on the day and year first above written.

