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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Seminole County/Habitat for Humanity in Seminole County, Inc. SHIP Program Developer Agreement for Program Years 2005-2006 and 2006-2007

**DEPARTMENT:** Community Services

**DIVISION:** CDBG

**AUTHORIZED BY:** David Medley

**CONTACT:** Buddy Balagia

**EXT:** 2389

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the Seminole County/Habitat for Humanity in Seminole County, Inc. SHIP Program Developer Agreement for Program Years 2005-2006 and 2006-2007 in the amount of \$600,000 for the development of five (5) new homes for extremely low and very low income households.

District 5 Brenda Carey

Buddy Balagia

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**BACKGROUND:**

On January 14, 2007 the County issued a Notice of Funding Availability (NOFA), offering \$1,857,253 in HOME and SHIP Program funds for the development of affordable housing for lower income households. Of that funding, \$600,000 was SHIP funding.

Of the seven (7) proposals received, the Application Review Team (ART) recommends that the \$600,000 in SHIP funding be awarded to Habitat for Humanity in Seminole County, Florida, Inc. (Habitat). Habitat proposes to construct five (5) new housing units on Pear Avenue in the Goldsboro target area of Sanford. Two (2) units are to be sold to extremely low income households (those with incomes not exceeding 30% of the area median income), and three (3) units are to be sold to very low income households (those with incomes not exceeding 50% of the area median income). The Developer Agreement (attached; executed by Habitat) requires that Habitat complete two units by June 30, 2008, and the remaining three units by September 30, 2008.

The Agreement allows up to \$188,765 be used for associated infrastructure (road paving, utilities, and stormwater drainage), and up to \$82,247 per unit for housing construction. Sales prices are limited to the cost of hard construction (cost of materials and subcontractors), plus 20%.

**STAFF RECOMMENDATION:**

Approve and authorize the Chairman to execute the Seminole County/Habitat for Humanity in Seminole County, Inc. SHIP Program Developer Agreement for Program Year 2005-2006 in the amount of \$600,000 for the development of five (5) new homes for extremely low and very low income households.

**ATTACHMENTS:**

1. Agreement

**Additionally Reviewed By:**

County Attorney Review ( Arnold Schneider )

**SEMINOLE COUNTY/HABITAT FOR HUMANITY IN SEMINOLE COUNTY, INC.  
SHIP PROGRAM DEVELOPER AGREEMENT  
FOR PROGRAM YEAR 2005-2006**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, hereinafter referred to as the "COUNTY," and **HABITAT FOR HUMANITY IN SEMINOLE COUNTY, FLORIDA, INC.**, a Florida not for profit corporation, whose address is 1548 Seminola Blvd., Suite 141, Casselberry, Florida 32707, hereinafter referred to as "HABITAT".

**W I T N E S S E T H :**

**WHEREAS**, 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, who are of low income or very low income; and

**WHEREAS**, HABITAT is a corporation duly authorized to conduct business in the State of Florida, and is engaged in the acquisition, construction, rehabilitation and sale of affordable housing to low income and very low income households; and

**WHEREAS**, COUNTY and HABITAT wish to collaborate in the construction of five (5) single family homes for Very Low Income households in Seminole County as defined and detailed herein and in Exhibits A and B to this Agreement,

**NOW, THEREFORE**, in consideration of the premises and mutual covenants, promises, and representations contained herein and other



good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and HABITAT 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) "Affordability period" shall mean the length of time for which a housing unit built with SHIP funding hereunder must be owner occupied by a Very Low Income household, which shall be for a term of thirty (30) years from the date a unit is purchased by an income qualified buyer.

(b) "CS Administrator" means the COUNTY's Community Services Director or Community Assistance Division Manager or their designee within COUNTY's Community Services Department.

(c) "County Approval"  means written approval by the CS Administrator.

(d) "FHFC" shall mean the Florida Housing Finance Corporation.

(e) "Parties" shall mean HABITAT and COUNTY with respect to this Agreement.

(f) "Project" shall mean the construction and sale of five (5) single family homes along with all attendant development costs, infrastructure, landscaping, and appliances for occupancy by Very Low Income households in Seminole County. Two (2) of the five (5) units shall be for purchase by pre-qualified Very Low Income households whose incomes do not exceed thirty percent (30%) of the median household income for the Orlando Metropolitan Statistical Area. Three (3) of the units shall be for pre-qualified Very Low Income households whose



incomes do not exceed fifty percent (50%) of the median household income for the Orlando Metropolitan Statistical Area. Under no circumstances shall any of the units be sold to households whose incomes exceed that of Very Low Income as defined below. The Project is more fully described in Exhibit A, Attachment 1 thereto, and Exhibit B to this Agreement, all of which are fully incorporated into this Agreement by reference.

(g) "Project Costs" shall mean the actual infrastructure costs, site development and physical construction of improvements on the Properties as well as attendant soft costs such as architectural and engineering services, surveys, construction management, legal and accounting fees and other direct Project overhead associated therewith. Soft costs shall not exceed \$9,730.00 per home or a total of \$48,650.00 for all five units. 

(h) "Property" or "Properties" shall mean those five (5) single family homes constructed by HABITAT from SHIP funds provided under this Agreement for the benefit of specific categories of Very Low Income households in Seminole County and which are subject to the Affordability Period use restrictions on the five (5) separate real property parcels, which are collectively described as follows:

LOTS 6, 7, 8, 9, AND 10, FOGLIA PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGE 95 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Nos. 35-19-30-526-0000-0060  
35-19-30-526-0000-0070  
35-19-30-526-0000-0080  
35-19-30-526-0000-0090  
35-19-30-526-0000-0100



(i) "SHIP" or "SHIP Program" shall mean the State Housing Initiatives Partnership Program authorized by Part VII, Chapter 420, Florida Statutes.

(j) "SHIP Regulations and Policies" shall collectively mean Chapter 67-37, Florida Administrative Code (F.A.C.), Chapter 420, Part VII, Florida Statutes, and COUNTY's approved Local Housing Assistance Plan (LHAP) as they may be amended from time to time.

(k) "Very Low Income" shall mean gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the Affordability Period.

**SECTION 3. STATEMENT OF WORK.**

(a) HABITAT, in a manner satisfactory to COUNTY, shall perform or cause to be performed the Project, as defined above and described in Exhibit A, Scope of Services, according to the plans and designs set forth in Attachment 1 to Exhibit A and within the financial requirements of Exhibit B. Project services shall be performed, except as otherwise specifically stated herein, by HABITAT itself or only by persons or instrumentalities solely under the dominion and control of HABITAT. Execution of this Agreement shall be a condition precedent to any distribution of SHIP funds by COUNTY to HABITAT.

(b) Each constructed single family house in the Project shall be completed according to the following schedule:

(i) January 4, 2008 - All permits and pre-construction approvals obtained.

(ii) March 7, 2008 - All foundations poured.

(iii) April 15, 2008 - At least two (2) units dried in.

- (iv) April 30, 2008 - Remaining three (3) units dried in.
- (v) June 30, 2008 - Two (2) units sold and Certificates of Occupancy obtained.
- (vi) September 30, 2008 - Remaining three (3) units sold and Certificates of Occupancy obtained.
- (v) September 30, 2008 - Completion of performance of all agreement requirements.

(c) Irrespective of whether HABITAT conveys a completed housing unit to an income qualified buyer utilizing SHIP down payment assistance through COUNTY, HABITAT shall execute, record and deliver to COUNTY a Restrictive Use Covenant for each of the five units for purposes of assuring compliance with the Affordability Period. The required form of Restrictive Use  Covenant is attached as Exhibit "F" to this Agreement and is incorporated herein by reference. Failure of HABITAT to comply with this provision shall constitute an event of default and shall be grounds for unilateral termination of this Agreement and for recapture of SHIP funds by COUNTY.

(d) HABITAT shall sell two (2) of the completed homes to Very Low Income buyers whose combined household income from all sources does not exceed thirty percent (30%) of the median income for the Orlando Metropolitan Statistical Area. HABITAT shall sell three (3) of the completed homes to Very Low Income buyers whose income from all sources does not exceed fifty percent (50%) of the median income for the Orlando Metropolitan Statistical Area. The sales price of each completed home to income qualified purchasers shall not exceed NINETY



EIGHT THOUSAND SIX HUNDRED NINETY-SIX AND 40/100 DOLLARS (\$98,696.40), i.e., an amount equal to ONE HUNDRED TWENTY PERCENT (120%) of the budgeted construction costs of EIGHTY TWO THOUSAND TWO HUNDRED FORTY-SEVEN AND NO/100 DOLLARS (\$82,247.00) per unit as specified in Exhibit "B" to this Agreement.

(e) In the event HABITAT provides purchase money, first mortgage financing to households buying units financed under this Agreement which become the subject of imminent foreclosure proceedings, HABITAT shall give written notice of same to the CS Administrator prior to the filing of the foreclosure action and COUNTY shall have the right of first refusal to purchase the home(s) at a price sufficient to satisfy the amount of outstanding principal, interest and taxes on the home. COUNTY shall have thirty (30) days to exercise such right before the suit is filed. If a foreclosure  action is later initiated in Circuit or County Court, COUNTY shall still have the right of first refusal to purchase the home for the amount of the outstanding principal, accrued interest, taxes and a reasonable attorney's fee prior to HABITAT'S obtaining a final judgment of foreclosure.

**SECTION 4. TERM.** HABITAT shall complete and sell two (2) homes no later than June 30, 2008 and complete all other Project requirements on or before September 30, 2008, which date shall also be the termination date of this Agreement unless otherwise terminated or extended by the Parties. The foregoing notwithstanding, Sections 11, 12, 13, 22(i), and 24 of this Agreement shall remain effective for their purposes beyond the termination date.

**SECTION 5. PAYMENT.**



(a) COUNTY shall direct pay HABITAT for Project costs upon receipt of appropriate invoicing and documentation an amount not to exceed SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00) for all five affordable housing units, i.e., up to a maximum of ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00) per housing unit. Complete disbursement of funds, including retainage, by COUNTY to HABITAT shall be further contingent upon the timely issuance of certificates of occupancy by the appropriate building official.

(b) In no event shall the total amount paid by COUNTY for Project materials and services rendered under this Agreement exceed SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00) nor shall they exceed EIGHTY TWO THOUSAND TWO HUNDRED FORTY-SEVEN AND NO/100 DOLLARS (\$82,247.00) per housing unit for construction and development costs and ONE HUNDRED EIGHTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$188,765.00) for infrastructure improvements and regulatory permit fees for all five (5) units.

(c) Payment shall only be rendered by COUNTY for materials and services authorized in Exhibits A and B, including Attachment 1 to Exhibit A.

(d) All requests for payment must be in the form attached hereto as Exhibit E, signed by the Executive Director of HABITAT, and submitted at the time of completion of the payment milestones set forth in paragraph (e) of this Section. All invoices accompanying such request for payment shall have been signed by contractors, subcontractors, vendors, or other parties that sought payment from HABITAT and by



HABITAT's Executive Director. Proof of satisfactory inspections shall also be provided.

(e) Payment of SHIP funds by COUNTY to HABITAT shall be made according to documented completion and satisfactory inspections as required for the following milestones:

- (i) January 4, 2008 - All permit and infrastructure fees (\$188,765.00) for all five units;
- (ii) Twenty Percent (20%) - foundations/slabs poured for each unit;
- (iii) Twenty Percent (20%) - exterior walls raised for each unit;
- (iv) Twenty Percent (20%) - roofing/dry in completed for each unit;
- (v) Twenty Percent  (20%) - completion of dry wall and finish work for each unit;
- (vi) Twenty Percent (20%) - certificate of occupancy obtained for each unit; and
- (vii) Retainage - to be paid upon sale and closing of each unit to pre-qualified purchasers.

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



(g) COUNTY reserves the right to utilize Community Development Block Grant ("CDBG") funds received from the United States Department of Housing and Urban Development on a when, as and if available basis for payment of Project utility impact and connection fees instead of SHIP funds. In that event, COUNTY may decrease and reallocate the SHIP funds previously earmarked for such purposes to other SHIP eligible projects.

(h) All payments made to HABITAT shall be subject to the retainage provisions of Section 6, below.

**SECTION 6. RETAINAGE.** The ONE HUNDRED EIGHTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$188,765.00) of SHIP funding designated for payment of infrastructure and regulatory permit fees shall not be subject to retention since such fees must be paid prior to commencement of construction.  In order to assure timely, full performance under this Agreement, COUNTY shall withhold a retainage from HABITAT's FOUR HUNDRED ELEVEN THOUSAND TWO HUNDRED THIRTY-FIVE AND NO/100 DOLLARS (\$411,235.00) Developer's Fee being applied towards contracted goods and services according to the following schedule:

(a) Until fifty percent (50%) completion of the Project, as documented by HABITAT's submission of monthly reports in comparison to the construction timetable and draw schedule, an amount equal to ten percent (10%) of the payment or reimbursement requested.

(b) After fifty percent (50%) completion of the Project as described above, an amount equal to five percent (5%) of the payment or reimbursement requested.



(c) After fifty percent (50%) of completion of the Project as determined in (a) above, HABITAT shall be entitled to request disbursement of up to one half of the cumulative retainage then held by COUNTY. COUNTY shall promptly make payment of such retainage unless the amount requested is the subject of a good faith dispute, in which case disbursement shall not be required until the dispute is resolved.

(d) If any portion of the retainage paid to HABITAT is for the payment of goods and services of vendors, laborers, materialmen or subcontractors (other than those providing non-compensated, donated labor, goods, or services), HABITAT shall promptly pay the appropriate amounts of such retainage to those persons and provide proof of same to COUNTY.

(e) The balance of any retainage held by COUNTY at the time of completion of the Project construction shall be paid out to HABITAT upon proof of satisfactory final inspections, issuance of certificates of occupancy, final walk through, approval of the CS Administrator, and the sale of all five (5) completed homes to income qualified buyers.

**SECTION 7. REPORTING REQUIREMENTS.**

(a) In addition to the documentation required by Section 5(e) for payment purposes, HABITAT shall submit the following financial documentation to COUNTY:

(1) At or prior to the time of commencement of Project construction, a construction timetable chart and draw schedule.

(2) A completed monthly report in the form of attached Exhibit C on or before the fifteenth (15<sup>th</sup>) day of each month during

the term of this Agreement which shall include a monthly summary of the number of housing units currently under construction, percentage of completion of the unit(s), and those completed;

(3) HABITAT shall provide an End of Project Report in the form of attached Exhibit D on or before September 30, 2008; and

(4) A final cumulative statement of all costs of materials and services rendered pursuant to this Agreement. Said statement shall include any costs and charges not previously invoiced. COUNTY shall not be liable for payment of any costs or charges not included in the final cumulative statement or reported thereafter. Said statement shall be due on or before September 30, 2008.

(b) Failure by HABITAT to submit any required report as required by this Section shall allow COUNTY to withhold current and future payments to HABITAT for any one or ~~all~~ five (5) affordable housing units until such report is submitted to COUNTY as required herein.

(c) COUNTY, FHFC, and the general public shall have access to and be provided copies of any and all of HABITAT's records pertaining to activities depicted in this Agreement.

**SECTION 8. COMPLIANCE WITH LOCAL AND STATE LAWS.** During the execution and implementation of this Agreement, HABITAT shall comply with all applicable state and local laws, regulations, ordinances, and policies including, but not limited to, the following:

(a) Chapter 112, Florida Statutes, including particularly Part III thereof entitled "Code of Ethics For Public Officers and Employees".



(b) COUNTY'S Local Housing Assistance Plan as approved by the FHFC, as it may be amended from time to time during the term of this Agreement.

(c) All written procedures and policies issued by COUNTY regarding implementation of COUNTY'S SHIP Program.

(d) Chapter 67-37, Florida Administrative Code.

(e) Chapter 420, Florida Statutes.

(f) Section 216.347, Florida Statutes (prohibiting use of monies received via this Agreement for lobbying the state legislature, the judicial branch of state government, or a state agency).

(g) Chapter 119, Florida Statutes, dealing with public records.

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

**SECTION 9. PROJECT PUBLICITY.** HABITAT shall disseminate information about the Project, review and approve applications for housing assistance deriving from Project publicity, and ensure that units funded by COUNTY SHIP money are only sold to and occupied by Very Low Income households according to the requirements of Section 2(f) and Section 3(d) of this Agreement. Any news release, project sign, or other type of publicity pertaining to the Project shall recognize the Seminole County Board of County Commissioners as the recipient of Project funding from the FHFC and who made the SHIP funding available to HABITAT for the Project.



**SECTION 10. MANAGEMENT ASSISTANCE.** The CS Administrator or their designee shall be reasonably available to HABITAT to provide guidance on SHIP Program requirements; provided, however, that this provision shall not be deemed to relieve HABITAT of any duties or obligations set forth in this Agreement.

**SECTION 11. MAINTENANCE OF RECORDS.**

(a) HABITAT shall, at a minimum, maintain such records, accounts, and property and personnel records as deemed necessary by state and local laws, regulations, or ordinances or as are otherwise typical in sound business practices to assure proper accounting of all project funds and compliance with this Agreement.

(b) All records and contracts, of whatsoever type or nature, required by this Agreement shall be available for audit, inspection and copying at any time during normal business hours and as often as the CS Administrator, COUNTY, FHFC, or other federal or state agency may deem necessary. HABITAT shall retain all records and supporting documentation applicable to this Agreement for a minimum of five (5) years after resolution of the final audit and in accordance with Florida law. If any litigation or claim is commenced prior to expiration of the five (5) years and extends beyond such time, the records shall be maintained until resolution of the litigation or claim and any person duly authorized by COUNTY shall have full access to and the right to examine the records during such time.

**SECTION 12. LIABILITY.** COUNTY shall not be liable to any person, firm, entity, or corporation who contracts with or who provides goods or services to HABITAT in connection with the services to be performed

hereunder whether for compensation or provided by donation or for debts or claims accruing to such parties against HABITAT. This Agreement shall not create a contractual relationship either express or implied between COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to HABITAT as a result of services to COUNTY hereunder. Section 768.28, Florida Statutes, shall be deemed as controlling with respect to any actions in tort naming COUNTY as a defendant and nothing in this Agreement or in this Section shall be construed as constituting a waiver of the limitations on damages conferred by said statute.

**SECTION 13. INDEMNIFICATION.**

(a) HABITAT shall defend, hold harmless, and indemnify COUNTY, its officers, boards, employees, and agents from and against any and all liability, loss, claims, damages,  costs, attorney's fees, and expenses of whatsoever kind, type, or nature which COUNTY may sustain, suffer, or incur or be required to pay by reason of the loss of any monies paid to HABITAT or whomsoever resulting out of fraud, defalcation, dishonesty, or failure of HABITAT to comply with applicable laws, rules, or regulations; or by reason or as a result of any act or omission of HABITAT in the performance of this Agreement or any part thereof; or by reason of a judgment over and above the limits provided by the insurance required hereunder; or by any defect in the construction of the Project or in the title to any affected Property; or by failure to pay vendors resulting from financial shortfalls caused by HABITAT's failure to supply required reports to COUNTY; or as may otherwise result in any way or instance whatsoever.



(b) In the event that any action, suit, or proceeding is brought against COUNTY upon any alleged liability arising out of this Agreement, or any other matter relating to this Agreement, COUNTY shall provide notice in writing thereof to HABITAT by certified mail, return receipt requested, addressed to HABITAT at its address herein provided. Upon receiving notice, HABITAT, at its own expense, shall diligently defend against the action, suit, or proceeding and take all action necessary or proper therein to prevent the obtaining of a judgment against COUNTY.

(c) Nothing herein shall prevent COUNTY from retaining or using its own counsel if it concludes that such is essential to maintain its defense or if HABITAT's counsel is unable to represent COUNTY's interests due to ethical conflicts. In such circumstances, HABITAT shall continue to absorb those costs at its own expense.

**SECTION 14. INSURANCE.**



(a) General. HABITAT shall, at its own expense, procure the insurance required under this Section.

(1) HABITAT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability and Commercial General Liability). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by HABITAT, HABITAT shall provide COUNTY with



a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this specific Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, HABITAT shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, HABITAT shall, within thirty (30) days after receipt of a written request,  provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by HABITAT shall relieve HABITAT of its full responsibility for performance of any obligation including its indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of

Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 440.57, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, HABITAT shall, as soon as HABITAT has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as HABITAT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, HABITAT shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of HABITAT, HABITAT shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by HABITAT and shall be maintained in force until the Agreement completion date. The amounts



and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) HABITAT's insurance shall cover HABITAT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. HABITAT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both HABITAT and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

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

(2) Commercial General Liability.



(A) HABITAT's insurance shall cover HABITAT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by HABITAT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

General Aggregate	\$2,000,000.00 <sup>1</sup>
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Automobile/Other Motor Vehicle	\$1,000,000.00 <sup>2</sup>

<sup>1</sup> May also be structured as \$1,000,000.00 in coordination with a \$1,000,000.00 umbrella policy.

<sup>2</sup> Each occurrence.

(3) Builder's All Risk Insurance. If this Contract includes construction of or additions to above ground buildings or structures, Builder's Risk coverage must be provided as follows:

(A) Builder's All Risk Coverage. Coverage is to be no more restrictive than that afforded by the latest edition of Insurance Services Office Forms CP 00 20 and CP 10 30.

(B) Amount of Insurance. The amount of coverage shall be equal to one hundred percent (100%) of the completed value of such additions, buildings or structures.

(C) Maximum Deductible: FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) per claim.

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

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

(F) Flood Insurance. If buildings or structures are located within a special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Program.

(d) Coverage. The insurance provided by HABITAT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY'S officials, officers, or employees shall be excess of and not contributing to the insurance provided by or on behalf of HABITAT.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve HABITAT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement.



**SECTION 15. PERFORMANCE BONDS AND USE OF OUTSIDE CONTRACTORS.**

(a) If HABITAT hires professional contractors, subcontractors or vendors providing labor, goods, or services for monetary or in-kind compensation and not on a voluntary or donation basis in connection with the services covered by this Agreement, HABITAT shall remain fully responsible for the adequacy of goods and services provided by said persons. All paid professional contractors, subcontractors, or vendors retained by HABITAT for Project goods and services shall be pre-approved by COUNTY before HABITAT enters into any contract with such outside parties. HABITAT shall provide COUNTY a copy of the proposed contract(s) at the time approval is sought. COUNTY shall have five (5) working days from the date of receipt of the request and the copy of the proposed contract(s) to approve or disapprove the selected person(s). Approval or disapproval shall be in writing and signed by the CS Administrator. COUNTY's failure to timely provide written notice shall be deemed as an approval, and HABITAT shall then be free to enter into the contract without further delay. HABITAT shall be fully responsible for the adequacy of services performed and materials provided by said professional contractors, subcontractors or vendors as well as for prompt payment thereof and for prompt removal of any liens that may be filed by such persons. Failure to present marketable title free and clear of any such liens shall be deemed an event of default under this Agreement and shall be grounds for COUNTY to withhold remaining payments to HABITAT and to initiate recapture of funds already paid. All professional contractors, subcontractors, or vendors shall be properly licensed and subject to the same insurance

requirements as HABITAT under this Agreement. No COUNTY approvals shall be required for contractors, subcontractors, or vendors providing donated labor, goods, and services.

(b) Professional contractors, subcontractors or vendors providing goods and services to HABITAT other than on a donated basis shall be required to post performance bonds at least equal to the dollar value of the contracted goods and services for the Project. HABITAT shall furnish COUNTY with a copy of the performance bond(s) in the full amount of the contracted price. The bond shall be issued by a reliable surety company in a form acceptable to COUNTY and shall be made payable to COUNTY. Said bond(s) shall ensure that the time of delivery of goods and services is satisfactorily met, that the work performed and equipment or materials supplied meet all specifications, and that all warranties shall be honored.  If at any time after the execution of this Agreement, COUNTY shall deem the surety or sureties to be unsatisfactory, or if for any reason the performance bond ceases to be adequate to cover the performance and payments of the work, HABITAT shall, at it's own expense if necessary and within fifteen (15) days after receipt of Notice from COUNTY to do so, cause its professional contractors, subcontractors, or vendors furnish additional bond(s) in such form and amounts and with such sureties as shall be satisfactory to COUNTY.

**SECTION 16. ASSIGNMENT AND SUBCONTRACTS.** Neither Party shall assign this Agreement nor any interest herein, without the prior written consent of the other. HABITAT may subcontract certain necessary



services as set forth in Exhibit "A" upon the written approval of the subcontract by COUNTY.

**SECTION 17. HEADINGS.** All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation thereof.

**SECTION 18. UNUSED FUNDS.** In the event that COUNTY issues any funds to HABITAT or its vendors which are not expended pursuant to the terms of this Agreement, such funds shall be returned to COUNTY on or before September 30, 2008.

**SECTION 19. AVAILABILITY OF FUNDS.** HABITAT acknowledges that SHIP Program funding for this Agreement originates from the State of Florida via legislative enactment and is administered by FHFC. SHIP Program payments into COUNTY's Trust Fund from the FHFC occur on a quarterly basis. HABITAT further acknowledges that COUNTY has entered into similar agreements with other organizations for the award and allocation of SHIP Program funds. Although COUNTY has not over obligated its SHIP funds for the period over which this Agreement extends, it is possible that because of a large number of requests in any particular month, COUNTY may not have sufficient funds to meet all demands in that month. Therefore, COUNTY's obligation to make payment hereunder in any particular month is specifically subject to and limited by: (1) continued statutory authorization for use of SHIP funds for affordable housing developments such as the Project; (2) FHFC's disbursement of SHIP funds for that month to COUNTY; and (3) payment by COUNTY to other various subrecipient organizations pursuant to separate agreements, all of said payments, including those to HABITAT, being in chronological

order based on receipt of all required information and documentation requested in the respective subrecipient agreements, including this Agreement, and otherwise dependent upon the various subrecipients being in compliance therewith.

**SECTION 20. ENTIRE AGREEMENT.** This instrument constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties, if any, relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein or changes in the Project's scope or cost shall only be made by the Parties in writing by formal amendment hereto.

**SECTION 21. NOTICE.** Whenever either Party desires to give notice unto the other, notice shall be sent to:

**For COUNTY:**

  
Community Assistance Division Manager  
Community Services Department  
534 W. Lake Mary Blvd.  
Sanford, Florida 32773

**For HABITAT:**

Robert Kinney, Executive Director  
Habitat For Humanity In Seminole County Florida, Inc.  
1548 Seminola Blvd., Suite 141  
Casselberry, FL 32707-3648

Either of the Parties may change, by written notice as provided herein, the address or person for receipt of notice. Mere change of the person(s) to whom notices are sent may be done by a written letter sent via first class U.S. Mail without need for formal amendment to this Agreement. Any such change of the person(s) shall be attached to both Parties' copies of this Agreement.

**SECTION 22. TERMINATION, BREACH, AND REMEDIES.**

(a) HABITAT may terminate this Agreement for good cause upon thirty (30) days prior written notice of intent to terminate delivered to COUNTY by certified mail, return receipt requested, or by hand delivery with proof of delivery.

(b) COUNTY may terminate this Agreement with or without good cause immediately upon written notice sent to HABITAT.

(c) In the event of termination, HABITAT shall:

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

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

(3) Immediately return any unexpended SHIP funds to COUNTY.

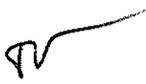
(4) Decease from making any further commitments of COUNTY SHIP funds.

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

(e) The following actions shall constitute a breach of this Agreement by HABITAT:

(1) Unauthorized or improper use of SHIP funds.

(2) Failure to comply with any requirements of this Agreement.



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

(4) Submission of negligently or fraudulently prepared invoices or reports to COUNTY.

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

(g) In the event HABITAT breaches this Agreement, COUNTY shall have the immediate right to withhold future payments and to terminate this Agreement. COUNTY may also send a written demand for refund of all monies previously paid to HABITAT. If said demand is not satisfied, COUNTY may record said written demand in the official records of Seminole County and it shall  constitute a lien upon all real and personal property of HABITAT.

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

(i) For those housing units for which a Restrictive Use Covenant has been executed and recorded, COUNTY shall retain the right to enforce the Restrictive Use Covenants past the term of this Agreement, or the termination thereof, for the duration of the Affordability Period.

**SECTION 23. 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 for any reason



whatsoever, be held invalid, then such covenants or provisions shall be null and void and deemed severable from the remaining covenants or provisions of this Agreement and in no way affect the validity of the remaining covenants or provisions of this Agreement.

**SECTION 24. DISPUTE RESOLUTION.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.

(b) HABITAT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which HABITAT had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**SECTION 25. DISCLAIMER OF THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right

or cause of action shall accrue to or for the benefit of any other third party.

**SECTION 26. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 27. EQUAL OPPORTUNITY EMPLOYMENT.** HABITAT agrees that it will not discriminate against any employee or applicant for employment for work involving matters under this Agreement because of race, color, religion, sex, age, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.



**SECTION 28. MISCELLANEOUS.**

(a) The Parties represent to each other that each, respectively, has full right, power, and authority to execute this Agreement.

(b) This Agreement shall be construed in accordance with the laws of the State of Florida. The Parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

(c) If any term of this Agreement is found to be void or invalid by a court of competent jurisdiction, such invalidity shall

not effect the remaining terms of this Agreement which shall continue in full force and effect.

(d) All sections and descriptive headings in this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation hereof.

(e) The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties, but this provision shall in no way alter the restrictions hereon in connection with assignment.

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

**SECTION 29. EFFECTIVE DATE.** This Agreement shall become effective immediately upon its execution by both Parties.

***(End of Agreement - Signature Page Follows)***

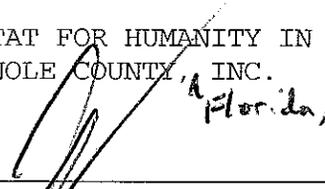


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

ATTEST:

  
JOYCE ODANGO, Secretary  
[CORPORATE SEAL]

HABITAT FOR HUMANITY IN  
SEMINOLE COUNTY, INC.  
*Florida,*

By:   
JESSE E. GRAHAM, *President*  
*Chairman*

Date: *October 24, 2007*

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
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 - General Scope of Services  
(including Attachment 1 "Project Elevations and Design")
- Exhibit B - Project Budget
- Exhibit C - Monthly Report Form
- Exhibit D - End of Project Report Form
- Exhibit E - Request for Payment Form
- Exhibit F - Form of Restrictive Use Covenant

P:\Users\aschneider\Affordable Housing\2007 Habitat SHIP Developer Agreement 10-9-07.doc



**EXHIBIT A**

**GENERAL SCOPE OF SERVICES  
SEMINOLE COUNTY/ HABITAT FOR HUMANITY IN SEMINOLE COUNTY, INC.  
SHIP FUNDED HOUSING PROJECT FOR PROGRAM YEAR 2005-2006**

*All capitalized words and terms herein shall have the same meanings ascribed to them in the attached Agreement.*

HABITAT shall provide the following Project services according to the conditions specified herein and in the Agreement:

1. HABITAT shall construct five (5) single family homes having 2, 3 or 4 bedrooms along with all attendant development costs, infrastructure, landscaping and appliances for occupancy by Very Low Income households in Seminole County. The housing units shall be according to the plans, specifications and drawings jointly prepared by Morales-Keese Design Associates, Inc. of Apopka, Florida and Florida Design Solutions, Inc. of Apopka, Florida; Elevations and Design Plans for which are set forth in Attachment 1 to this Exhibit "A" and incorporated by reference as an integral part of this Exhibit "A".

2. Two (2) of the five (5) units shall be for purchase only by pre-qualified Very Low Income households whose incomes do not exceed thirty percent (30%) of the median household income for the Orlando Metropolitan Statistical Area. Three (3) of the units shall be for purchase only by pre-qualified Very Low Income households whose incomes do not exceed fifty percent (50%) of the median household income for the Orlando Metropolitan Statistical Area. Under no circumstances shall any of the units be sold by HABITAT to households or persons whose incomes exceed the limits stated above.

3. COUNTY shall make periodic payments to HABITAT in the aggregate amount of SIX HUNDRED THOUSAND AND NO/100 (\$600,000.00) of which ONE HUNDRED EIGHTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$188,765.00) shall be used only for infrastructure improvements and regulatory permit fees including, but not limited to street paving, utility connection fees, utility impact fees, all required local and State permits necessary for construction, etc., as well as fees associated with environmental reports, environmental testing, etc. An amount up to but not exceeding EIGHTY-TWO THOUSAND TWO HUNDRED FORTY-SEVEN AND NO/100 DOLLARS (\$82,247.00) per unit shall be the developer's fee for direct construction costs of the home. In no event shall COUNTY be obligated to pay more than SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00) for all five (5) single family homes.



4. Grant payments made to HABITAT shall only be made according to the payment milestones in the Agreement and as supported by copies of invoices for services rendered and such other documentation, all as required by Section 5 of the Agreement. Payments shall only be for contracted services requiring cash outlay by HABITAT. No payments will be made for, on behalf of, or in lieu of donated labor, goods, or services.

5. HABITAT shall construct the homes on the five lots collectively described as follows:

LOTS 6, 7, 8, 9, AND 10, FOGLIA PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGE 95 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Nos. 35-19-30-526-0000-0060

35-19-30-526-0000-0070  
35-19-30-526-0000-0080  
35-19-30-526-0000-0090  
35-19-30-526-0000-0100

6. The sales price of each completed home to income qualified purchasers shall not exceed NINETY EIGHT THOUSAND SIX HUNDRED NINEY-SIX AND 40/100 DOLLARS (\$98,696.40), i.e., an amount equal to ONE HUNDRED TWENTY PERCENT (120%) of the budgeted construction costs of EIGHTY TWO THOUSAND TWO HUNDRED FORTY-SEVEN AND NO/100 DOLLARS (\$82,247.00) per unit as specified in Exhibit "B" to the Agreement.

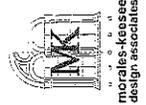
7. HABITAT shall execute and record a Restrictive Use Covenant in the form attached as Exhibit "F" to the Agreement at or prior to the sale of each completed unit to income qualified purchasers. Said Restrictive Use Covenant shall provide that the completed housing unit shall only be used for residential purposes by Very Low Income households for the duration of the thirty (30) year Affordability Period under the terms and conditions stated in the instrument.

8. In the event HABITAT provides purchase money, first mortgage financing to households buying units financed under the Agreement which become the subject of foreclosure proceedings, COUNTY shall have the right of first refusal to purchase the home(s) pursuant to the conditions stated in Section 3(e) of the Agreement.

ATTACHMENT 1 TO EXHIBIT A



A handwritten signature or mark, possibly initials, located in the bottom right corner of the page. It consists of a few stylized, connected lines.



# Taylor Todd Clark Village

View from Pear Avenue



A

**FOGLIA PARK**

A REPLAT OF  
**BLOCK 10, PINE LEVEL, AS RECORDED IN PLAT BOOK 6, PAGE 36-37**  
**CITY OF SANFORD, FLORIDA**  
**SECTION 35, TOWNSHIP 19 SOUTH, RANGE 30 EAST**

**FOGLIA PARK**  
 DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that RELAY Investments II, LLC, being the owner in fee simple of the land hereinafter described, do hereby dedicate said lands and plot for uses and purposes as shown on the attached plat of the public.

IN WITNESS WHEREOF, I have caused these presents to be signed by the officer named below on this 11<sup>th</sup> day of August, 2007.

*[Signature]*  
 State of Florida  
 County of Sanford

The foregoing instrument was acknowledged before me on this 11<sup>th</sup> day of August, 2007 by Robert Foglia who is personally known to me as the producer of production as identification.

**CERTIFICATE OF CLERK OF CIRCUIT COURT**  
 I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on 8-17-07 at 2:40 P.M. File No. 2006-5149-917

**CERTIFICATE OF SURVEYOR**  
 I hereby certify that this plat is a true and correct representation of the lands surveyed, and that the survey was made under my responsible direction and supervision, and that I am a duly licensed and qualified Surveyor of the State of Florida, and that I have complied with the requirements of Chapter 177.001(7) regarding permanent reference monuments. The land is located within Sanmate County, Florida.

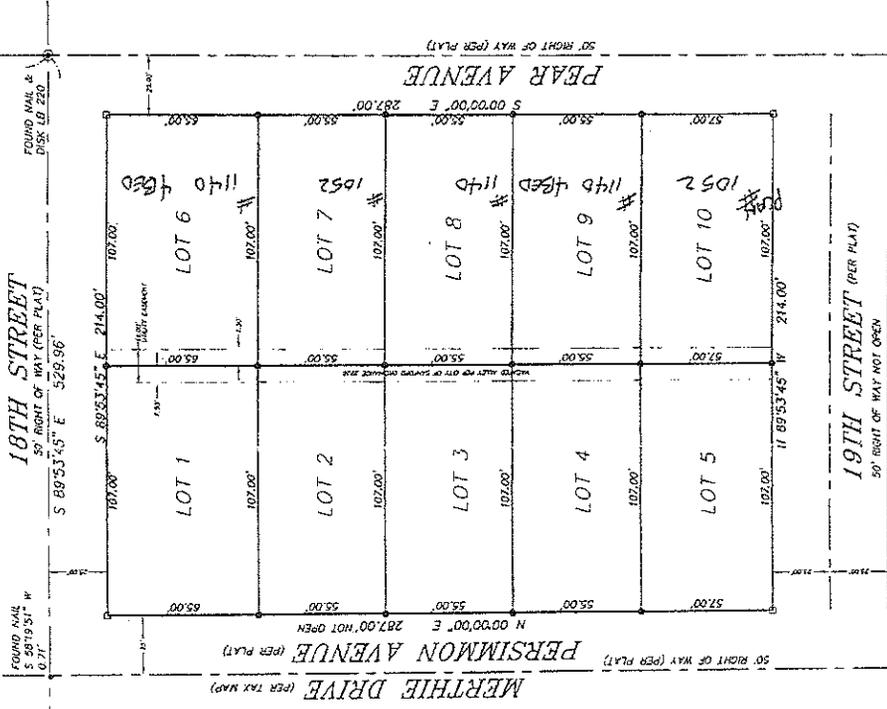
Signature: *[Signature]* Dated: 8/17/07  
 LAM-REY SURVEYING & MAPPING CORP.  
 P.R.(RICK) BURNS  
 Registration No. 4702  
 Certificate of Authorization No. 5777

**CERTIFICATE OF REVIEW BY CITY SURVEYOR**  
 This Plat has been reviewed for conformity with chapter 177, Florida Statutes.  
 REVIEWED BY: *[Signature]*  
 R. Blake Kinser  
 City of Sanford  
 August 15, 2007

**CERTIFICATE OF APPROVAL**  
 BY MUNICIPALITY OR ADMINISTRATIVE OFFICIAL  
 THIS IS TO CERTIFY, That on 8/16/07, 2007, the ADMINISTRATIVE OFFICIAL, *[Signature]*, approved the foregoing plat.

**Legal Description:**

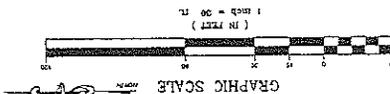
All of Lots 1-14, Block 10, Pine Level, according to the plat and map as recorded in Plat Book 6, Page 36-37, City of Sanford, Florida, together with that part of the alley within said Block 10, recorded per City of Sanford Ordinance 3338.



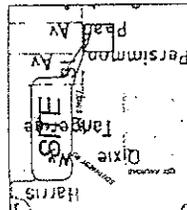
**BUILDING SETBACKS**  
 20' FRONT  
 20' REAR  
 7.5' SIDES  
 25' SIDE STREET

**LEGEND**

□ = 4" x 4" CONCRETE MONUMENT "LB 5777"  
 ● = 1/2" IRON ROD & CAP "LB 5777"  
 (PER PLAT) = PINE LEVEL PG 6, PG 36-37



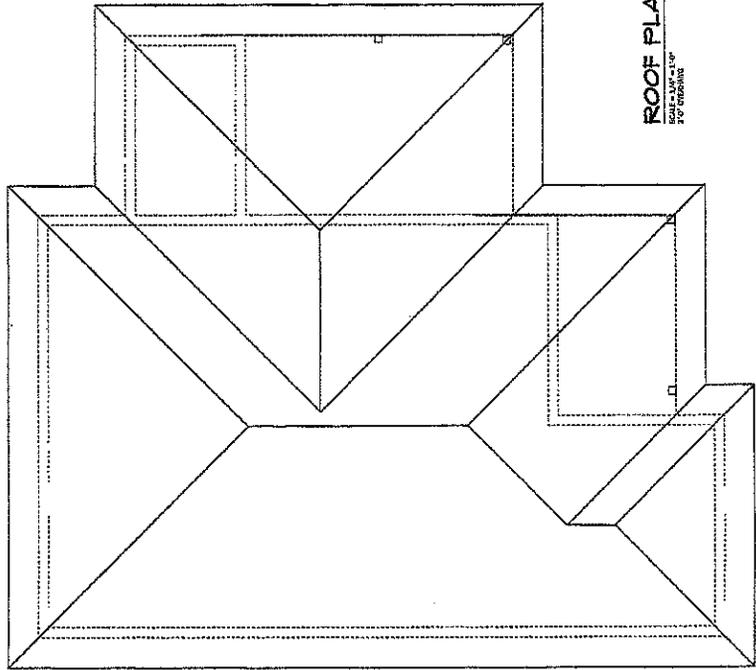
Meritinku Map  
 NOT TO SCALE



**SURVEYOR'S NOTES:**  
 1) Bearings shown herein are based on the meridian of 18th Street as being S 89°53'45".  
 2) NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will be substituted therefor in all legal proceedings. There may be additional restrictions that are not shown on this plat. The surveyor has no access to the public records of Sanmate County, Florida.  
 3) The purpose of the utility easement shown herein is to provide for the installation, maintenance of, but not limited to, solitary sewers, water lines, gas lines, power lines, telephone lines, and cablevision lines.

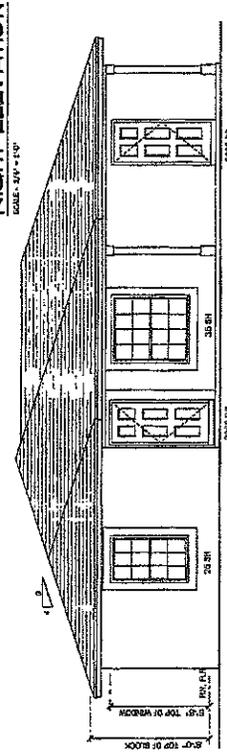
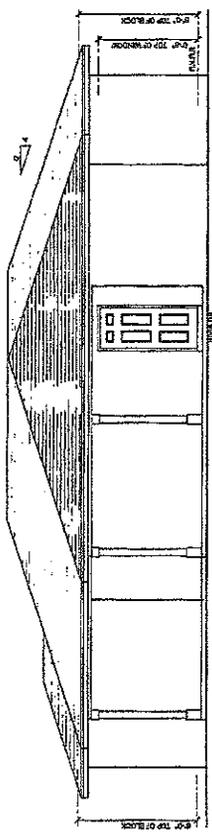
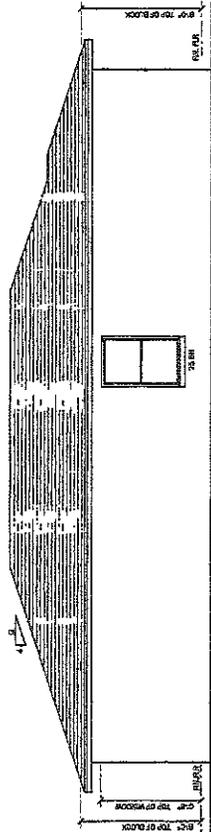
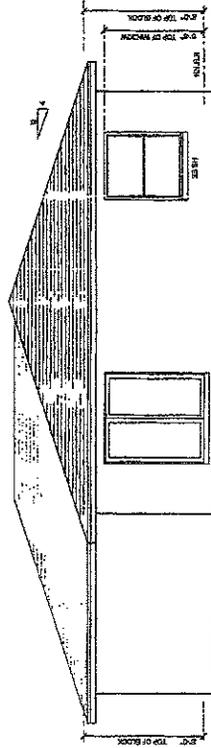
**LAM-REY SURVEYING & MAPPING CORP.**  
 350 S. Central Ave., Orlando, FL 32765  
 P.O. Box 671882, Ocoee, FL 32766  
 Phone (407) 365-1858  
 Fax (407) 365-1859  
 Certificate of Authorization No. 5777

PLAN 1140 - 3 BEDROOM  
Lot 8



**EXTERIOR NOTES:**  
 1. SEE EXTERIOR FINISH SCHEDULE FOR FINISHES.  
 2. ALL EXTERIOR WALLS TO BE FINISHED WITH BRICK OR STONE.  
 3. ALL EXTERIOR WALLS TO BE FINISHED WITH BRICK OR STONE.  
 4. ALL EXTERIOR WALLS TO BE FINISHED WITH BRICK OR STONE.  
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 9. ALL EXTERIOR WALLS TO BE FINISHED WITH BRICK OR STONE.  
 10. ALL EXTERIOR WALLS TO BE FINISHED WITH BRICK OR STONE.

**GENERAL NOTES:**  
 1. VENTILATION CALCULATION  
 2. ROOF CRITERIA  
 3. ALL EXTERIOR WALLS TO BE FINISHED WITH BRICK OR STONE.  
 4. ALL EXTERIOR WALLS TO BE FINISHED WITH BRICK OR STONE.  
 5. ALL EXTERIOR WALLS TO BE FINISHED WITH BRICK OR STONE.  
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 8. ALL EXTERIOR WALLS TO BE FINISHED WITH BRICK OR STONE.  
 9. ALL EXTERIOR WALLS TO BE FINISHED WITH BRICK OR STONE.  
 10. ALL EXTERIOR WALLS TO BE FINISHED WITH BRICK OR STONE.



**MK**  
 mojalas-keperso  
 design associates  
 1111 S. 10th St., Suite 100  
 Phoenix, AZ 85006  
 Phone: 602.498.1111  
 Fax: 602.498.1112  
 Email: info@mojalas.com

**AB**  
**BB**  
 1111 S. 10th St., Suite 100  
 Phoenix, AZ 85006  
 Phone: 602.498.1111  
 Fax: 602.498.1112  
 Email: info@mojalas.com

**FLORIDA DESIGN SOLUTIONS, INC.**  
 1546 Seminola Blvd Ste 141  
 Casselberry, FL 32707-3648  
 www.habitatforhumanity.org

**HABITAT FOR HUMANITY**  
 1546 Seminola Blvd Ste 141  
 Casselberry, FL 32707-3648  
 www.habitatforhumanity.org

March 14, 2007  
 1. PERMITS  
 2. CONTRACT  
 3. PERMITS

**1140**  
 Project No. 0000  
 Job No. 0000  
 Job Address: 0000  
 Job No. 0000

**ELEVATIONS (HIP)**  
 Sheet 04 of 15

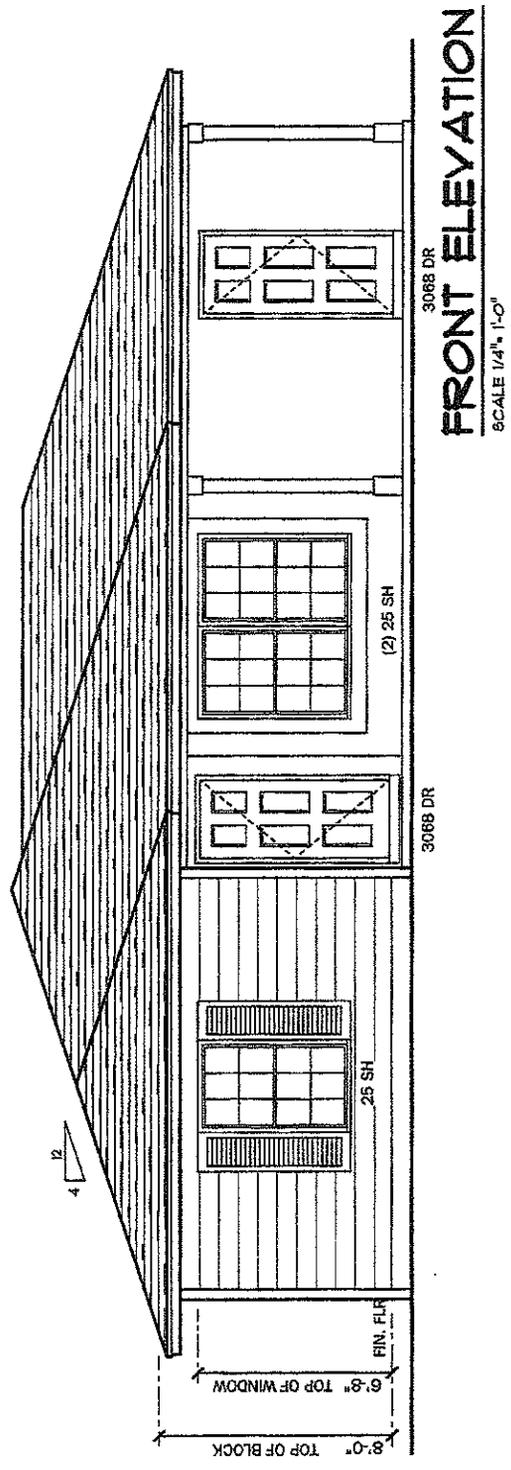
*[Handwritten signature]*





PLAN 1140 - 4 BEDROOM

LOT 6 & LOT 9



1 of 3

**NOTES:**  
 UNLESS OTHERWISE NOTED  
 ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL CODES AND THE LOCAL POWER CO. LOCAL ORDINANCES TO BE OBSERVED BY ELECTRICAL CONTRACTORS.

1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL CODES AND THE LOCAL POWER CO. LOCAL ORDINANCES TO BE OBSERVED BY ELECTRICAL CONTRACTORS.

2. ALL TRAY PLACES & DEVICES TO BE GUARDED WHERE POSSIBLE.

3. ELECTRICAL SWITCHES TO BE AT LEAST 48" CONTROLLING ABOVE FINISHED FLOOR.

4. ELECTRICAL PLANS TO BE INSTALLED IN ALL ROOMS PROVIDED ONLY. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL CODES AND THE LOCAL POWER CO. LOCAL ORDINANCES TO BE OBSERVED BY ELECTRICAL CONTRACTORS.

5. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL CODES AND THE LOCAL POWER CO. LOCAL ORDINANCES TO BE OBSERVED BY ELECTRICAL CONTRACTORS.

6. PROVIDE AND INSTALL INTERMEDIATE (IF ALL AVAILABLE) WITH REDUCTIONS PER NETA 700.

7. KEEP ALL WORKING SURFACES CLEAN AND FREE FROM OBSTRUCTIONS.

8. IF NEW CONSTRUCTION, ABOVE DEVICES SHALL BE MOUNTED INTO AN EXISTING WALL OR CEILING AND SHALL BE COVERED WITH A FINISHED BATTERY FINISH.

9. BATTERY RECHARGE PANS MUST VENT TO THE EXTENSION OF THE BUILDING. AIRS SPACE AND HEIGHTS ARE NOT ACCEPTABLE.

10. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL CODES AND THE LOCAL POWER CO. LOCAL ORDINANCES TO BE OBSERVED BY ELECTRICAL CONTRACTORS.

11. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL CODES AND THE LOCAL POWER CO. LOCAL ORDINANCES TO BE OBSERVED BY ELECTRICAL CONTRACTORS.

12. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL CODES AND THE LOCAL POWER CO. LOCAL ORDINANCES TO BE OBSERVED BY ELECTRICAL CONTRACTORS.

13. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL CODES AND THE LOCAL POWER CO. LOCAL ORDINANCES TO BE OBSERVED BY ELECTRICAL CONTRACTORS.

14. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL CODES AND THE LOCAL POWER CO. LOCAL ORDINANCES TO BE OBSERVED BY ELECTRICAL CONTRACTORS.

15. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL CODES AND THE LOCAL POWER CO. LOCAL ORDINANCES TO BE OBSERVED BY ELECTRICAL CONTRACTORS.

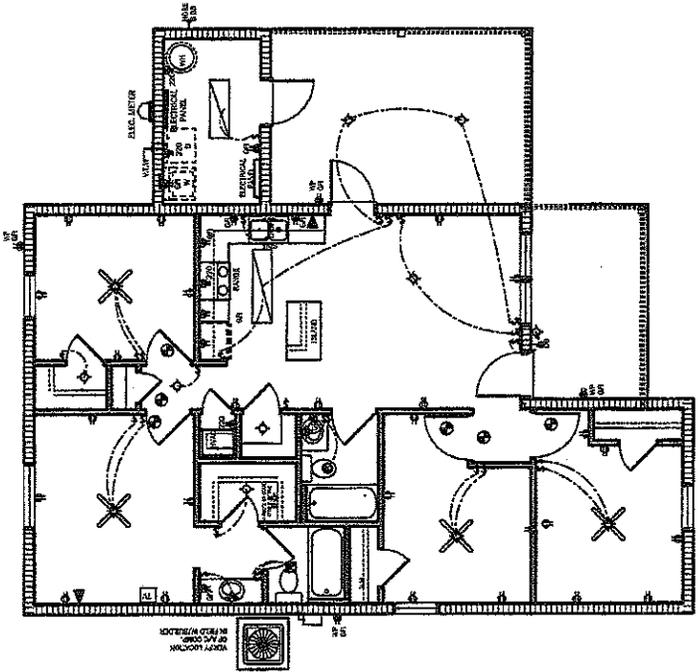
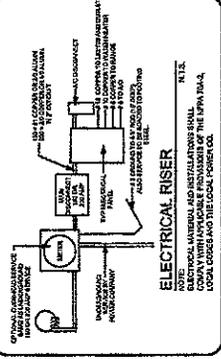
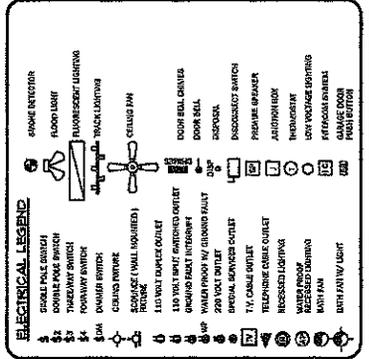
16. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL CODES AND THE LOCAL POWER CO. LOCAL ORDINANCES TO BE OBSERVED BY ELECTRICAL CONTRACTORS.

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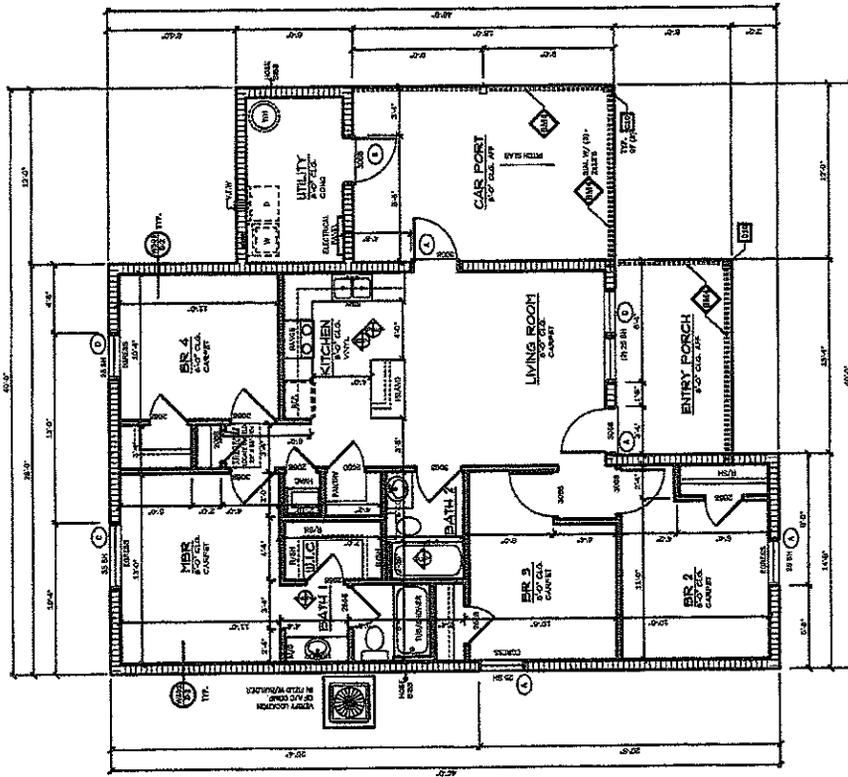
20. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL CODES AND THE LOCAL POWER CO. LOCAL ORDINANCES TO BE OBSERVED BY ELECTRICAL CONTRACTORS.



**ELECTRICAL PLAN**  
 SCALE: 1/8" = 1'-0"

2 of 3

Handwritten signature or mark at the bottom right of the page.



**1 GENERAL NOTES:**  
 1. All dimensions are shown in feet and inches unless otherwise noted.  
 2. All dimensions are shown in feet and inches unless otherwise noted.  
 3. All dimensions are shown in feet and inches unless otherwise noted.  
 4. All dimensions are shown in feet and inches unless otherwise noted.  
 5. All dimensions are shown in feet and inches unless otherwise noted.  
 6. All dimensions are shown in feet and inches unless otherwise noted.  
 7. All dimensions are shown in feet and inches unless otherwise noted.

**2 AREA CALCULATIONS:**

LIVING AREA	1140
CARPORCH	223
PORCH	104
UTILITY	88
TOTAL UNDER ROOF	1555 S.F.

**FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"

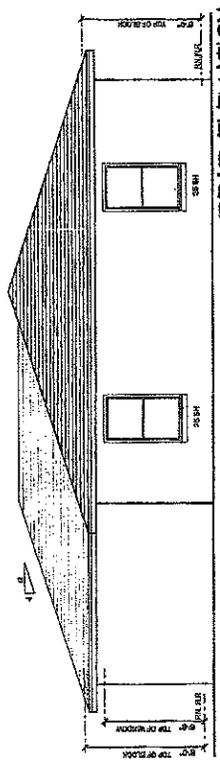
3 of 3

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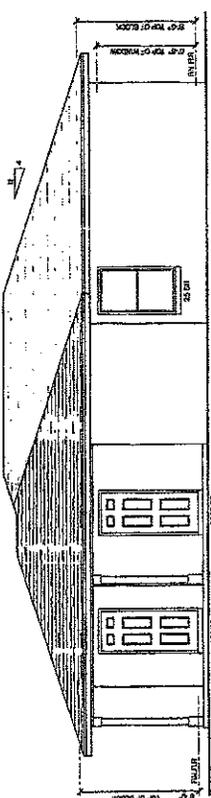
PLAN 1052 - 3 BEDROOM

LOT 7 & LOT 10

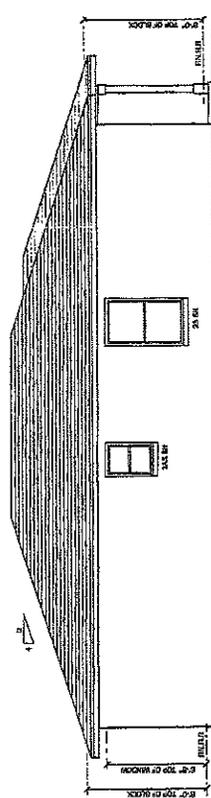
<b>EXTERIOR NOTES:</b>		<b>GENERAL NOTES:</b>	
<p>1. ROOF SHALL BE AS SHOWN.</p> <p>2. ALL EXTERIOR WALLS SHALL BE CONCRETE BLOCK WITH 1/2" GYPSUM BOARD AND FINISH.</p> <p>3. ALL EXTERIOR WALLS SHALL BE 8" THICK UNLESS OTHERWISE NOTED.</p> <p>4. ALL EXTERIOR WALLS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD AND FINISH.</p> <p>5. ALL EXTERIOR WALLS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD AND FINISH.</p> <p>6. ALL EXTERIOR WALLS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD AND FINISH.</p> <p>7. ALL EXTERIOR WALLS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD AND FINISH.</p> <p>8. ALL EXTERIOR WALLS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD AND FINISH.</p> <p>9. ALL EXTERIOR WALLS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD AND FINISH.</p> <p>10. ALL EXTERIOR WALLS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD AND FINISH.</p>		<p><b>ROOF CRITERIA</b></p> <p>1. ROOF SHALL BE AS SHOWN.</p> <p>2. ROOF SHALL BE AS SHOWN.</p> <p>3. ROOF SHALL BE AS SHOWN.</p> <p>4. ROOF SHALL BE AS SHOWN.</p> <p>5. ROOF SHALL BE AS SHOWN.</p> <p>6. ROOF SHALL BE AS SHOWN.</p> <p>7. ROOF SHALL BE AS SHOWN.</p> <p>8. ROOF SHALL BE AS SHOWN.</p> <p>9. ROOF SHALL BE AS SHOWN.</p> <p>10. ROOF SHALL BE AS SHOWN.</p>	



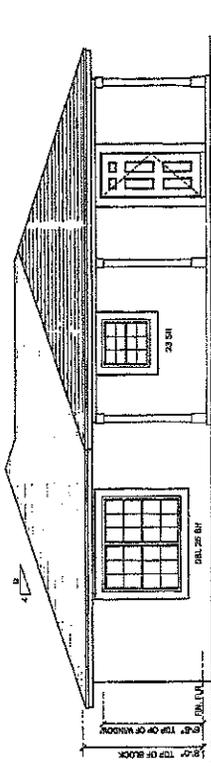
REAR ELEVATION  
SCALE: 1/4" = 1'-0"



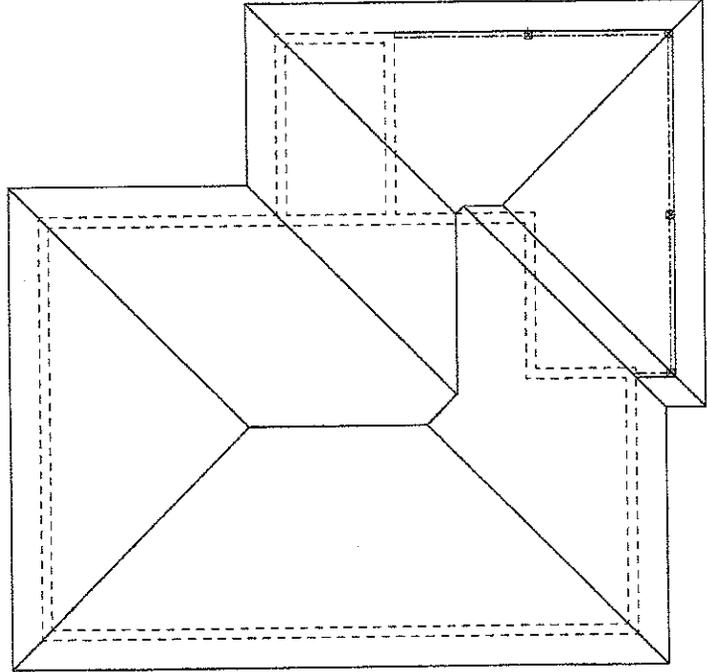
RIGHT ELEVATION  
SCALE: 1/4" = 1'-0"



LEFT ELEVATION  
SCALE: 1/4" = 1'-0"



FRONT ELEVATION  
SCALE: 1/4" = 1'-0"



HIP ROOF PLAN  
SCALE: 1/4" = 1'-0"

**MK**  
MORRIS-KESSEB  
DESIGN ASSOCIATES

1546 Semholz Blvd Ste 141  
Crescent City, FL 32707-8948  
www.habitatforhumanity.org

**HABITAT FOR HUMANITY**

DATE: March 14, 2007

PROJECT: 1052

ARCHITECT: MORRIS-KESSEB DESIGN ASSOCIATES

REVISIONS:

1052

04

12

ELEVATIONS (HIP)

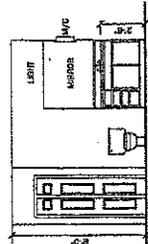
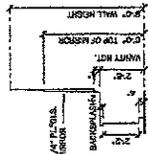
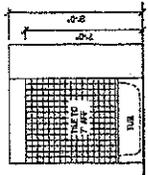
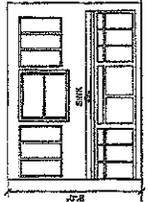
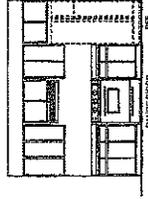
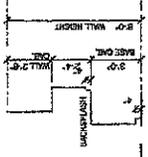
MK

Interior: Koursee  
Design Associates

1011 W. 10th Street  
Suite 100  
Anchorage, AK 99501  
Phone: 907.561.1234  
Fax: 907.561.1235  
www.koursee.com

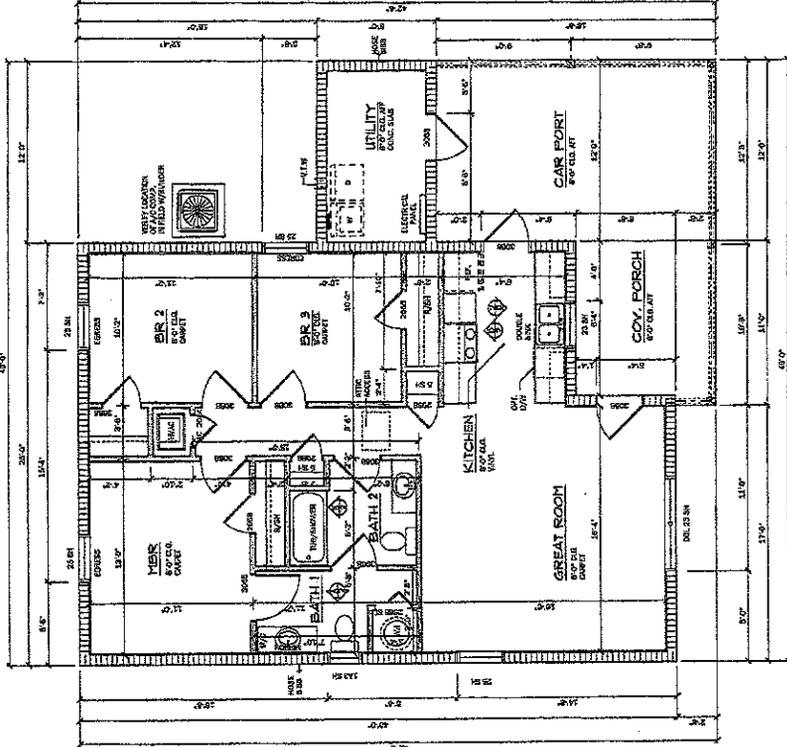


INTERIOR ELEVATIONS  
SCALE: 1/4" = 1'-0"



KITCHEN

BATHROOM



GENERAL NOTES:

1. All work to be done in accordance with the contract documents and the applicable building codes.
2. All work to be done in accordance with the contract documents and the applicable building codes.
3. All work to be done in accordance with the contract documents and the applicable building codes.
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9. All work to be done in accordance with the contract documents and the applicable building codes.
10. All work to be done in accordance with the contract documents and the applicable building codes.

WALL LEGEND

- 1. 1/2" GYPSUM BOARD
- 2. 5/8" GYPSUM BOARD
- 3. 1" GYPSUM BOARD
- 4. 1 1/2" GYPSUM BOARD
- 5. 2" GYPSUM BOARD
- 6. 2 1/2" GYPSUM BOARD
- 7. 3" GYPSUM BOARD
- 8. 4" GYPSUM BOARD
- 9. 5" GYPSUM BOARD
- 10. 6" GYPSUM BOARD

AREA CALCULATIONS

LIVING AREA	1052
PORCH / CARPORT	316
UTILITY	98
TOTAL UNDER ROOF	1466 S.F.

FLOOR PLAN  
SCALE: 1/4" = 1'-0"

HABITAT FOR HUMANITY  
1548 Genesee Blvd Ste 141  
Anchorage, AK 99503  
www.habitatnetwork.org

March 14, 2007

1052

3

12

FLOOR PLAN

2 of 3

F

**NOTES:**

UNLESS OTHERWISE NOTED

1. ELECTRICAL PANELS SHALL BE LOCATED OUTSIDE OF THE UNFINISHED FLOOR TO BEHIND THE 2" X 4" JOIST (TYPICAL)

2. ALL TRIM PLATES & DECKS TO BE ALUMINA, WHERE POSSIBLE

3. ELECTRICAL SWITCHES TO BE AT 42" CENTERS ABOVE FINISHED FLOOR

4. ELECTRICAL PLAN SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AS AMENDED BY THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70-2005, AND THE LOCAL CODES AND THE LOCAL POWER LINES

5. CHANGE DETECTORS SHALL BE IN ACCORDANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 720-2002

6. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AS AMENDED BY THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70-2005, AND THE LOCAL CODES AND THE LOCAL POWER LINES

7. KEEP ALL WIRING OUTSIDE OF ALL ENCLAVES

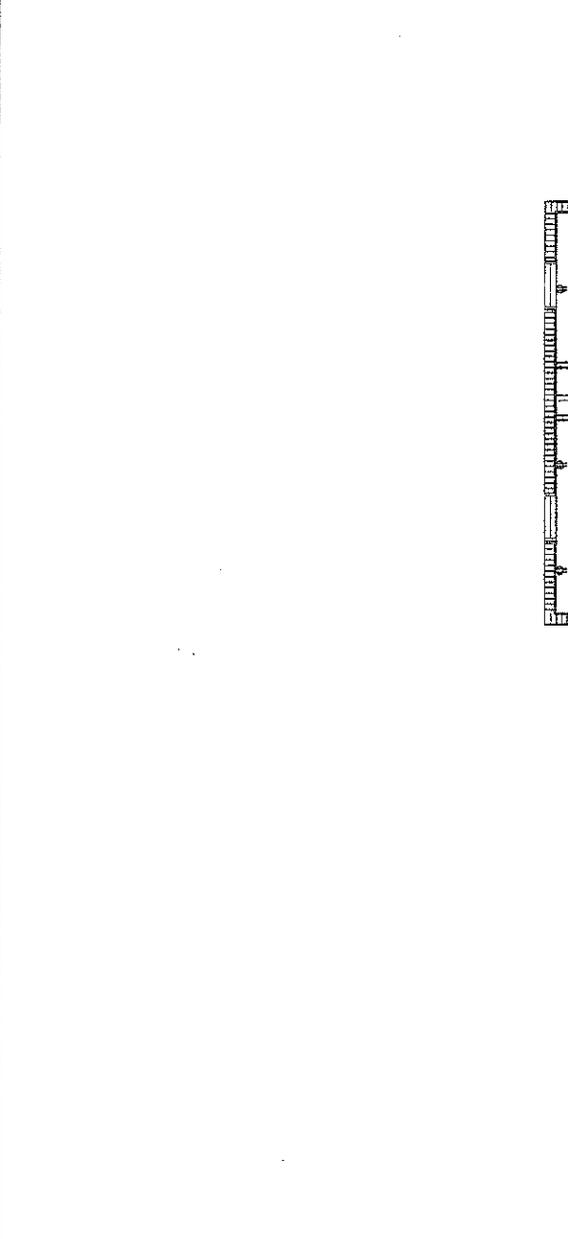
8. IN NEW CONSTRUCTION, ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AS AMENDED BY THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70-2005, AND THE LOCAL CODES AND THE LOCAL POWER LINES

9. ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AS AMENDED BY THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70-2005, AND THE LOCAL CODES AND THE LOCAL POWER LINES

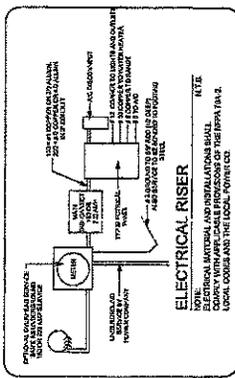
10. ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AS AMENDED BY THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70-2005, AND THE LOCAL CODES AND THE LOCAL POWER LINES

11. ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AS AMENDED BY THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70-2005, AND THE LOCAL CODES AND THE LOCAL POWER LINES

12. ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AS AMENDED BY THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70-2005, AND THE LOCAL CODES AND THE LOCAL POWER LINES



- ELECTRICAL LEGEND**
- 1 SINGLE POLE SWITCH
  - 2 DOUBLE POLE SWITCH
  - 3 THREE WAY SWITCH
  - 4 4 WAY SWITCH
  - 5 DIMMER SWITCH
  - 6 DIMMER SWITCH
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  - 100 DIMMER SWITCH



**ELECTRICAL PLAN**  
 SCALE: 1/4" = 1'-0"

3 of 3

7

**EXHIBIT B**

**PROJECT BUDGET**

**HABITAT BUILDERS, INC.**

**SHIP PROGRAM DEVELOPER AGREEMENT FOR PROGRAM YEAR 2005-2006**

ACTIVITY	SHIP FUNDS
In accordance with Exhibit "A", "General Scope of Services", COUNTY shall make payments for costs associated with infrastructure improvements including, but not limited to, road paving, utility connection fees, utility impact fees, required local and State permits necessary for construction, etc., as well as fees associated with environmental reports, environmental testing, etc.*	\$188,765.00*
HABITAT shall also receive a Developer's Fee towards payment of  contracted Project Cost services other than donated goods and services in the amount of \$82,247.00** for each of the five (5) houses according to the payment schedule outlined in section 5(e) of the Agreement.	\$411,235.00**
<b>Total</b>	<b>\$600,000.00</b>

\* COUNTY reserves the right to utilize Community Development Block Grant ("CDBG") funds received from the United States Department of Housing and Urban Development on a when, as and if available basis for payment of Project infrastructure costs in lieu of SHIP funds. In that event, COUNTY may decrease and reallocate the SHIP funds previously earmarked for such purposes to other SHIP eligible projects.

\*\* Soft costs within the Agreement's definition of Project Costs shall not exceed \$9,730.00 per home or a total of \$48,650.00 for all five units.

**EXHIBIT C**

**DEVELOPER'S MONTHLY REPORT**

Status Report for Month of \_\_\_\_\_

DEVELOPER: **HABITAT FOR HUMANITY IN SEMINOLE COUNTY, INC.**

Contact Person(s): \_\_\_\_\_

Telephone: \_\_\_\_\_

**I. NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:**

ACTIVITY	BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE	EXPECTED COMPLETION DATE
Infrastructure and Regulatory Fees	\$188,765					
Direction Construction Costs and Developer Fees	\$411,235					
<b>TOTAL</b>	<b>\$600,000</b>					

Any other special accomplishments:

Number of units underway and description of compliance and percentage of completion relative to SHIP payment milestones:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signed: \_\_\_\_\_

**EXHIBIT D**

**END OF PROJECT REPORT**

**DEVELOPER: HABITAT FOR HUMANITY IN SEMINOLE COUNTY, INC.**

FISCAL YEAR: \_\_\_\_\_

Type of service provided: Acquisition and construction of up to six (6) four bedroom townhomes for Low Income and Very Low Income households in Seminole County.

Total number of people served: \_\_\_\_\_

TOTAL NUMBER OF HOUSEHOLDS/PERSONS DIRECTLY ASSISTED IN COLUMN "A"								
No. of Household/ Persons Assisted	Very Low Income 30% AMI	Very Low Income 50% AMI	White not Hispanic Origin	Black not Hispanic Origin	American Indian/ Alaskan Native	Hispanic	Asian/ Pacific Islander	Female Headed Household
A	B	C	D	E	F	G	H	I

Any other special accomplishments:

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Signed: \_\_\_\_\_

EXHIBIT E

REQUEST FOR PAYMENT

Developer: HABITAT FOR HUMANITY IN SEMINOLE COUNTY, INC.

Type of Activity/Project: Acquisition and construction of five (5) single family homes for Very Low Income households in Seminole County.

Address of Housing Unit(s) \_\_\_\_\_

Amount Requested: \_\_\_\_\_

Description of completed Project Phase for which payment is sought: \_\_\_\_\_

Date of Completion of Project phase: \_\_\_\_\_

Sale Price to Buyer (if applicable for final payment): \_\_\_\_\_

Date of this Request: \_\_\_\_\_



Brief description of attached documentation supporting this request for payment: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and Title of person submitting this request: \_\_\_\_\_

A handwritten signature or mark in the bottom right corner of the page.

**EXHIBIT "F"**

This document was prepared by:  
Arnold W. Schneider  
Assistant County Attorney  
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 USE COVENANT**

This Restrictive Use Covenant is made by **HABITAT FOR HUMANITY IN SEMINOLE COUNTY FLORIDA, INC.**, a Florida not for profit corporation and owner of the fee simple interest in the below described real property and whose address is 1548 Seminola Blvd., Suite 141, Casselberry, Florida 32707, hereinafter referred to as GRANTOR in favor of **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (the "GRANTEE") concerning that certain parcel of real property the address, legal description, and parcel identification number for which are as follows:

***Street address of affected property goes here***

and legally described as:

Parcel Identification No.:

(hereinafter called the "Property") and;

The use of the Property shall be restricted to providing single family, owner occupied housing for Very Low Income households for a period of Thirty (30) years from the recording date of this instrument in the Official Land Records of Seminole County, Florida, (the "Affordability Period")

"Affordability Period" means the length of time for which the Property herein described shall comply with the above described occupancy and use restrictions in conformance with the COUNTY'S Local Housing Assistance Plan ("LHAP") as approved by the Florida Housing Finance Corporation pursuant to Chapter 420, Part VII, Florida

Statutes and Chapter 67-37, Florida Administrative Code, both governing the State Housing Initiatives Partnership program.

"Very Low Income" shall mean combined total household income from all sources that does not exceed fifty percent (50%) of the median household income for the Orlando Metropolitan Statistical Area during the Affordability Period.

This Restrictive Use Covenant shall constitute a covenant running with the land, shall be binding upon the current GRANTOR, its successors in title, and is expressly for the benefit of GRANTOR and the GRANTEE and may be enforced by the GRANTOR or the GRANTEE in any lawful manner. This Restrictive Use Covenant may be released prior to the expiration of the Affordability Period only upon the consent of the GRANTEE as evidenced by a written instrument to that effect duly executed by the Board of County Commissioners of Seminole County, Florida and recorded in the Official Records of said jurisdiction.

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

ATTEST:

[GRANTOR]

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
, President

[CORPORATE SEAL]

Date: \_\_\_\_\_

STATE OF FLORIDA )  
 )  
COUNTY OF SEMINOLE )

**I HEREBY CERTIFY** that, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_ as President and \_\_\_\_\_, as Secretary, of Habitat for Humanity of Seminole County Florida, Inc., a Florida not for profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced \_\_\_\_\_ and \_\_\_\_\_ respectively, as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in the name 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  
My commission expires: \_\_\_\_\_