
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Habitat for Humanity SHIP Program Developer Agreement (Merthie Avenue)

DEPARTMENT: Community Services

DIVISION: Community Assistance

AUTHORIZED BY: Michele Saunders

CONTACT: Buddy Balagia

EXT: 2389

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Seminole County/Habitat for Humanity in Seminole County, Florida, Inc. SHIP Program Developer Agreement.

District 5 Brenda Carey

Buddy Balagia

BACKGROUND:

On February 20, 2009 the Community Assistance Division received nine (9) proposals in response to a Notice of Funding Availability (NOFA) issued January 4, 2009. The proposal review team recommended funding three (3) projects from the SHIP Program, as follows:

- Atlantic Housing Partners requested \$150,000 to pursue Housing Credits (a/k/a "tax credits") from the State by submitting four (4) proposals, in hopes that at least one (1) will be approved. This commitment of funding was approved by the Board of County Commissioners on May 12, 2009.
- Milestone Social Services requested \$240,835 for acquisition and rehabilitation of an existing group home, but is recommended to receive only \$61,835 (for rehabilitation only). The Board will be approached in the near future with the respective Subrecipient Agreement.
- Habitat for Humanity submitted a request for \$669,353 to construct five (5) new single family homes in Goldsboro for very low and low income households. The proposal review team is recommending that Habitat be awarded \$644,355 (contingency funding was omitted) in funding, to construct the homes and associated paving, stormwater drainage, and utilities. The homes will located adjacent to five (5) homes constructed with SHIP funding in 2007.

The Agreement requires Habitat to sell two (2) of the units to very low income households (with incomes not exceeding 50% of the area median income), and the remaining three (3) units to low income households (with incomes not exceeding 80% of the area median income). Habitat is required to provide a minimum of \$300,000 in leveraging, including volunteer labor and discounted/donated materials and services.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute the Seminole County/Habitat for Humanity in Seminole County, Florida, Inc. SHIP Program Developer Agreement.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

SEMINOLE COUNTY/HABITAT FOR HUMANITY IN SEMINOLE COUNTY, FLORIDA, INC.
SHIP PROGRAM DEVELOPER AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2009, 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 and 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 or 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 or the Board of County Commissioners as may be required from time to time.

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

(e) "Low Income" shall mean gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area during the Affordability Period.

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

(g) "Project" shall mean the construction and sale of five (5) single family homes having three (3) or four (4) bedrooms and at least two (2) bathrooms along with all attendant development costs, infrastructure, landscaping, and appliances for occupancy by Very Low

Income and Low Income households in Seminole County. Two (2) of the five (5) units shall be for purchase by pre-qualified Very Low Income households and three (3) of the units shall be for pre-qualified Low Income households. Under no circumstances shall any of the units be sold to households whose incomes exceed that of Very Low Income or Low Income. The Project is more fully described in Exhibit A including Attachment I thereto and Exhibit B to this Agreement, all of which are fully incorporated into this Agreement by reference.

(h) "Project Costs" shall mean the actual costs for infrastructure, impact fees, site development, direct physical construction of improvements on the Properties and attendant Soft Costs.

(i) "Soft Costs" shall include items such as architectural and engineering services, surveys, construction management, legal and accounting fees and other overhead associated therewith. Soft costs shall not exceed ELEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$11,500.00) per home or a total of FIFTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$57,500.00) for all five units.

(j) "Property" or "Properties" shall mean those five (5) real property parcels owned by HABITAT for development of the Project and which are collectively described as follows:

LOTS 1, 2, 3, 4, AND 5, 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. 35-19-30-526-0000-0010
35-19-30-526-0000-0020
35-19-30-526-0000-0030
35-19-30-526-0000-0040
35-19-30-526-0000-0050

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

(l) "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.

(m) "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 as calculated from the effective date of this Agreement:

- (i) On or before 120 days - All permits and pre-construction approvals obtained.
- (ii) On or before 180 days - All foundations poured.

- (iii) On or before 270 days - All units dried in, i.e., roofing complete, windows set and exterior doors installed.
- (iv) On or before 330 days - All units sold to income qualified buyers and certificates of occupancy obtained.
- (v) On or before 365 days - Completion of performance of all Agreement requirements.

(c) Irrespective of whether or not 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 forms of Restrictive Use Covenant are attached as Composite Exhibit "F" to this Agreement and 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 Project homes to Very Low Income buyers and three (3) of the completed Project homes to Low Income buyers. The sales price of each completed home to income qualified purchasers shall not exceed ONE HUNDRED EIGHT THOUSAND THREE HUNDRED NINETEEN AND 68/100 DOLLARS (\$108,319.68), i.e., an amount equal to ONE HUNDRED TWENTY PERCENT (120%) of the budgeted, direct Project costs, excluding Soft Costs and infrastructure costs, of NINETY

THOUSAND TWO HUNDRED SIXTY-SIX AND 40/100 DOLLARS (\$90,266.40) 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 to negotiate with HABITAT and the homeowner 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 all requirements set forth in this Agreement on or before the first year anniversary date of the effective date of this Agreement, 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, 23, and 24(i) 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

exceeding SIX HUNDRED FORTY-FOUR THOUSAND THREE HUNDRED FIFTY-FIVE AND NO/100 DOLLARS (\$644,355.00) for all five affordable housing units or an amount equal to a maximum of ONE HUNDRED TWENTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY-ONE AND NO/100 DOLLARS (\$128,871.00) per housing unit. The fee paid to HABITAT for direct Project acquisition and construction costs shall be ONE HUNDRED ONE THOUSAND SEVEN HUNDRED SIXTY-SIX AND 40/100 DOLLARS (\$101,766.40) per unit inclusive of allowable Soft Costs. 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) COUNTY shall also fund up to but not exceeding ONE HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED TWENTY-THREE AND NO/100 DOLLARS (\$135,523.00) 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 HABITAT's President, 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 as well as by HABITAT's President. Proof of satisfactory inspections shall also be provided.

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

- (i) Within fifteen (15) days from the effective date of this Agreement - Permit and infrastructure fees in the amount of \$135,523.00 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 this section, periodic reporting required by section 7 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) HABITAT shall utilize its own funds or payments in kind which may include the fair market value of volunteer labor in the amount of

THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) as matching/leveraged funding for the Project. For purposes of calculating the fair market value of HABITAT's volunteer labor contribution, the parties agree to an hourly rate of thirty dollars (\$30.00) per hour for skilled tradesmen. Appropriate documentation of leveraged funding pledges and availability shall be provided to COUNTY prior to commencement of any construction by HABITAT. Such leveraged funding must be derived from HABITAT's own resources exclusive of any portion of the SIX HUNDRED FORTY-FOUR THOUSAND THREE HUNDRED FIFTY-FIVE AND NO/100 DOLLARS (\$644,355.00) of SHIP funding being provided by COUNTY for the Project. Failure to obtain leveraged funding or equivalent payments in kind sufficient to complete the Project shall be a default hereunder and shall be grounds for denial of any future scheduled COUNTY payments from SHIP or other sources, termination of this Agreement by COUNTY as well as giving rise to legal or equitable remedies under section 24 hereof, including recapture of all SHIP funds appropriated under this Agreement.

(h) 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, 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.

(i) All payments made to HABITAT by COUNTY from SHIP or CDBG funds shall be subject to the retainage provisions of Section 6, below.

SECTION 6. RETAINAGE.

(a) The ONE HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED TWENTY-THREE AND NO/100 DOLLARS (\$135,523.00) 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.

(b) In order to assure timely, full performance under this Agreement, COUNTY shall withhold a retainage from the FIVE HUNDRED EIGHT THOUSAND EIGHT HUNDRED THIRTY-TWO AND NO/100 DOLLARS (\$508,832.00) being applied towards direct Project costs other than the infrastructure related costs according to the following schedule:

- (i) 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 shall be retained.
- (ii) After fifty percent (50%) of documented completion of the Project, an amount equal to five percent (5%) of the payment or reimbursement requested shall be retained.
- (iii) 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.

(iv) If any portion of the retainage paid to HABITAT is for the payment of goods and services of third party 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.

(v) 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 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 which

shall conform to milestones set forth in section 3(b) of this Agreement.

(2) A completed monthly report in the form of attached Exhibit C on or before the fifteenth (15th) day of each month during the term of this Agreement for each of the housing units authorized by this Agreement.

(3) HABITAT shall provide an End of Project Report in the form of attached Exhibit D on or before the termination date of this Agreement; 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 the termination date of this Agreement.

(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, STATE AND FEDERAL 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 420, Florida Statutes.
- (b) Chapter 67-37, Florida Administrative Code.
- (c) 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.
- (d) All written procedures and policies issued by COUNTY regarding implementation of COUNTY's SHIP Program.
- (e) Chapter 119, Florida Statutes, dealing with public records.
- (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 112, Florida Statutes, including particularly Part III thereof entitled "Code of Ethics For Public Officers and Employees".
- (h) Section 220.115,  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 COUNTY.
- (i) If COUNTY elects to utilize CDBG funds instead of SHIP funds for payment of some part or all Project infrastructure costs, HABITAT shall conform with all requirements of Title 24, Code of Federal Regulations, Part 570, including all administrative provisions of United States Office of Management and Budget ("OMB") Circulars A-122 ("Cost Principles For Non-Profit Organizations") and A-110 ("Uniform Administrative Requirements for Grants and Other Agreements Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations").

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 and Low Income households according to the requirements 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 provider of SHIP program funding for the Project.

SECTION 10. MANAGEMENT ASSISTANCE. The CS Administrator shall be reasonably available to HABITAT to provide guidance on SHIP Program requirements or CDBG 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 federal, 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 cost, procure the insurance required under this Section as a precondition to performance of any Project services. These same terms and required minimum levels of

insurance coverage shall also apply to all COUNTY approved subcontractors retained by HABITAT to perform Project services.

(1) HABITAT shall furnish the COUNTY's Risk Management Division with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section. COUNTY and its officials, officers and employees shall be named additional insured under the commercial general liability, builders' risks, business auto, flood insurance and umbrella liability policies. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation, nonrenewal notice or restriction of coverage. Policies must be specifically endorsed to provide COUNTY with such notification. 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 and 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 their full responsibility for performance of any obligation including their indemnification of COUNTY under this Agreement.

(5) Deductible/self-insured retention amounts must be declared to and approved by COUNTY, and shall be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document will be borne by HABITAT.

(6) In the event of loss covered by Property Insurance, the proceeds of a claim shall be paid to COUNTY, and the COUNTY shall apportion the proceeds between the COUNTY and HABITAT as their interests may appear.

(7) Neither COUNTY'S review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by HABITAT in accordance with this Section, nor COUNTY'S decisions to raise or not to raise any objections about either or both, shall in any way relieve or decrease the liability of HABITAT. If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, HABITAT shall promptly provide to COUNTY such additional information as COUNTY may reasonably

request, and HABITAT shall remedy any deficiencies in the policies of insurance within 10 days.

(8) COUNTY'S authority to object to insurance shall not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of HABITAT or any other party.

(9) Waiver of Subrogation: All policies shall be endorsed to provide a Waiver of Subrogation clause in favor of the Board of County Commissioners of Seminole County Florida, its officials, officers and employees.

(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 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes shall have and maintain a Rating of "A-" or better and a Financial Size Category of "VII" or better, both 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 their Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, HABITAT shall, as soon as it has knowledge of any such circumstance, immediately notify COUNTY's Risk Management Division 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 liabilities of HABITAT, HABITAT shall, at its sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the  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 (NCCI Form WC 00 00 00 A) 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 their 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 their 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:

\$ 500,000.00	(Each Accident)
\$ 500,000.00	(Disease-Policy Limit)
\$ 500,000.00	(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) HABITAT shall maintain separate limits of coverage applicable only to the Project services performed under the Agreement

and related documents. The minimum limits to be maintained by HABILAT shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Construction Project(s) General Aggregate Limit endorsement ISO Form CG 25 03) to a Commercial General Liability Policy with amounts as specified in this section.

(C) HABILAT (applicable to construction contracts only) shall continue to maintain Products/Completed Operations coverage for a period of two years after Final Completion. The insurance shall cover those sources of liability which would be covered by the latest edition of Coverage A of the Commercial General Liability Form (ISO Form CG 00 01) or Coverage A of the Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by the Insurance Services Office without restrictive endorsements.



(D) The Board of County Commissioners of Seminole County, Florida, its officials, officers and employees are to be included as Additional Insured's. ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status.

(3) Business Auto Policy

(A) HABILAT'S insurance shall cover those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired vehicles.

(B) The Board of County Commissioners of Seminole County, Florida, its officials, officers and employees are to be included as Additional Insured's.

(4) Umbrella Liability

(A) HABITAT'S insurance shall cover those sources of liability which would be covered by the latest edition of the standard Commercial Liability Umbrella Policy (ISO Form CU 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements.

(B) The Board of County Commissioners of Seminole County, Florida, its officials, officers and employees are to be included as Additional Insured's.

(5) Builder's All Risk Insurance. Builder's Risk coverage must be provided as follows:



(A) Form: 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: The maximum deductible is FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) for each 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 purchaser.

(E) Loss Payee: The COUNTY shall be included as a loss payee under the policy.

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

(6) Flood Insurance:

(A) 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 Insurance Program.

(B) The COUNTY shall be included as a loss payee under the policy.

(d) Coverage. All 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 its officials, officers or employees shall be in excess of and not contributing to the insurance provided by or on behalf of HABITAT.

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

(f) Minimum Required Coverage Levels (other than Workers' Compensation).

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

Commercial General Liability:

Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
General Aggregate	Twice (2x) the Each Occurrence Limit

Business Automobile (each occurrence): \$1,000,000.00

Commercial Umbrella:

Aggregate Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

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



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 Project, 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). County 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 Approval shall be required for contractors, subcontractors, or vendors providing donated labor, goods, and services.

(b) Whenever HABITAT USES paid professional subcontractors instead of volunteer labor for various Project services including Soft Costs, HABITAT shall withhold a ten percent (10%) retainage from the contracted price according to the same terms and schedule as stated in section 6(b) of this Agreement to assure satisfactory, timely performance of such paid, professional services.

(c) In lieu of the retainage required by subsection (b), above, HABITAT may, at its option, require such paid professionals to post a performance bond equal to the contracted price of the services

rendered. Any such bond shall be issued by a reliable surety company in a form acceptable to COUNTY and shall be made payable to COUNTY, 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 its 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. 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 the termination date of this Agreement.

SECTION 17. 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; (3) sufficient legislative appropriations of SHIP funds; and (4) 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 18. 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:

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 designated contact person(s) shall be

attached to both Parties' copies of this Agreement and become effective upon the date received.

SECTION 19. 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 obtaining County Approval.

SECTION 20. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto or their legal successors or assigns and no right or cause of action shall accrue to or for the benefit of any other third party.

SECTION 21. 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 22. 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 23. 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. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement with the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," 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 formal mediation prior to seeking entry of any final judgment. The selected Mediator shall be mutually acceptable to the parties. Costs of mediation shall be shared equally by the Parties.

SECTION 24. 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 a negligently or fraudulently prepared Request For Payment Form, supporting invoices or reports to COUNTY.

(f) Waiver by COUNTY of breach of one provision of this Agreement 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 25. 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 26. 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 27. HEADINGS. All Section numbers and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation thereof.

SECTION 28. MISCELLANEOUS.

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

(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.

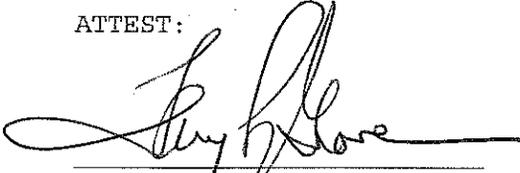
(c) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as constituting HABITAT, including its officers, employees, and agents the agent, representative, or employee of COUNTY for 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.

(Signature Page Follows)

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

ATTEST:



TERRI GROVE, Secretary

[CORPORATE SEAL]

HABITAT FOR HUMANITY IN SEMINOLE COUNTY, FLORIDA, INC.

By: 

~~KIP BEACHAM, President + Chairman~~
Michael Towens

Date: July 10, 2009

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____

BOB DALLARI, Chairman

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

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
- Composite Exhibit F - Forms of Restrictive Use Covenant

AWS/sjs

4/20/09

Rev. 7/6/09 (AWS)

P:\Users\aschneider\Affordable Housing\2009 docs\2009 Habitat SHIP Developer Agreement rev. 7-6-09.doc

EXHIBIT A

GENERAL SCOPE OF SERVICES
SEMINOLE COUNTY/HABITAT FOR HUMANITY IN SEMINOLE COUNTY, FLORIDA, INC.
SHIP FUNDED HOUSING PROJECT (5 SINGLE FAMILY HOMES)

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 three (3) or four (4) bedrooms and two (2) bathrooms along with all attendant development costs, infrastructure, landscaping and appliances for occupancy by Very Low Income and Low Income households in Seminole County. The housing units shall be according to the site grading and general detail plan prepared by CPH Engineers, Sanford Florida as well as the elevations, design plans, specifications and drawings jointly prepared by Morales-Keese Design Associates, Inc. of Apopka, Florida and Florida Design Solutions, Inc. of Apopka, Florida, all of which are set forth in Attachment 1 to this Exhibit "A" and incorporated herein by reference. Any substantial changes to the aforementioned plans must be submitted to and shall require prior County Approval. Any unapproved changes shall disqualify the affected Project units for SHIP subsidized funding under the Agreement.

2. Two (2) of the five (5) units shall be for purchase and occupancy only by pre-qualified Very Low Income households. Three (3) of the units shall be for purchase and occupancy only by pre-qualified Low Income households. No completed Project units may be purchased by

any person or household whose combined household income from all sources exceeds those thresholds.

3. COUNTY shall make periodic payments to HABITAT in the aggregate amount of SIX HUNDRED FORTY-FOUR THOUSAND THREE HUNDRED FIFTY-FIVE AND NO/100 DOLLARS (\$644,355.00) of which ONE HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED TWENTY-THREE AND NO/100 DOLLARS (\$135,523.00) 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 ONE HUNDRED ONE THOUSAND SEVEN HUNDRED SIXTY-SIX AND 40/100 DOLLARS (\$101,766.40) per unit shall be for Contracted Project costs of the home. In no event shall COUNTY be obligated to pay more than SIX HUNDRED FORTY-FOUR THOUSAND THREE HUNDRED FIFTY-FIVE AND NO/100 DOLLARS (\$644,355.00) for all five (5) single family homes.

4. Grant payments to HABITAT shall only be made according to the payment milestones in the Agreement per appropriate Requests For Payment as supported by copies of invoices for services rendered and such other documentation as required by the Agreement. Payments 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 1, 2, 3, 4 and 5, 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. 35-19-30-526-0000-0010
35-19-30-526-0000-0020
35-19-30-526-0000-0030
35-19-30-526-0000-0040
35-19-30-526-0000-0050

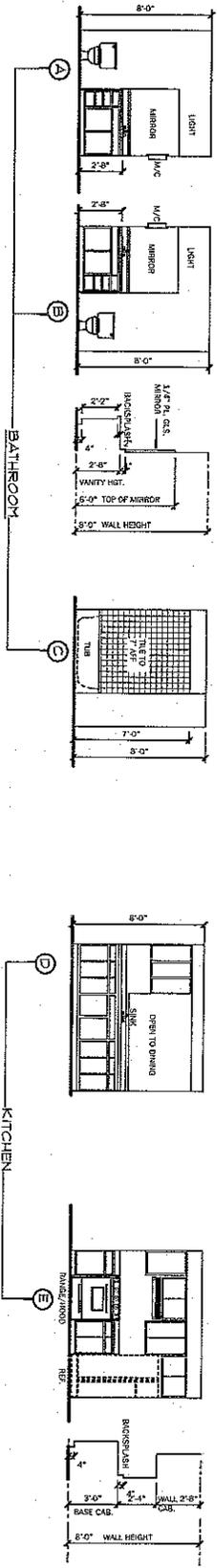
6. The sales price of each completed home to income qualified purchasers shall not exceed ONE HUNDRED EIGHT THOUSAND THREE HUNDRED NINETEEN AND NO/100 DOLLARS (\$108,319.00), i.e., an amount equal to ONE HUNDRED TWENTY PERCENT (120%) of the direct construction costs (excluding Soft Costs) of NINETY THOUSAND TWO HUNDRED SEVENTY-SIX AND NO/100 DOLLARS (\$90,276.00) 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 Covenants shall provide that two (2) of the completed units shall only be used for residential purposes by Very Low Income households and three (3) of the units shall be restricted to occupancy by Low Income households for the duration of the thirty (30) year Affordability Period.

ATTACHMENT 1 TO EXHIBIT A





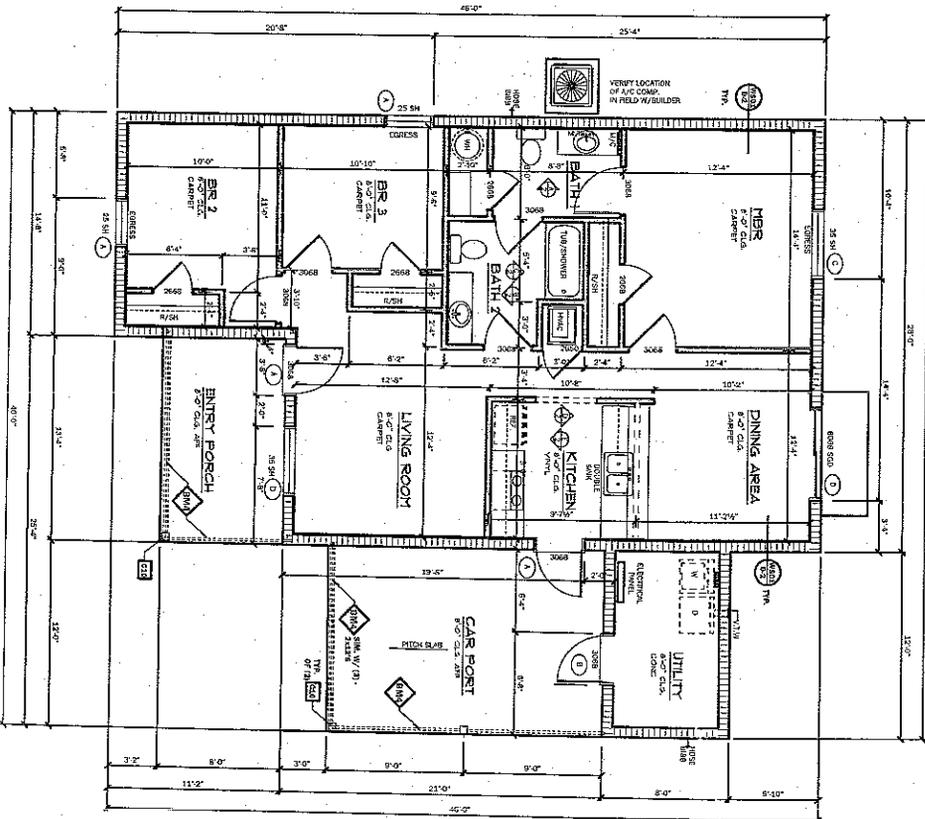
120 MPH OPENING PRESSURES

COLLUMN SCHEDULE	WIND SPEED	WIND PRESSURE	WIND UPLIFT
A	+25.9 / 28.1	B	+25.9 / 34.7
C	+24.8 / 27.0	D	+24.8 / 32.5
E	+23.1 / 25.2	F	+23.1 / 29.2

COLLUMN SCHEDULE

COLLUMN SCHEDULE	WIND SPEED	WIND PRESSURE	WIND UPLIFT
C1	(1) 3X4 42 SIF	(1) 16# TOPBARS	0
C2	(1) 3X4 42 SIF	(1) 16# TOPBARS	1740
C3	(1) 3X4 42 SIF	(1) 16# TOPBARS	0
C4	(1) 3X4 42 SIF	(1) 16# TOPBARS	1740
C5	(1) 3X4 42 SIF	(1) 16# TOPBARS	0
C6	(1) 3X4 42 SIF	(1) 16# TOPBARS	1740
C7	(1) 3X4 42 SIF	(1) 16# TOPBARS	0
C8	(1) 3X4 42 SIF	(1) 16# TOPBARS	1740
C9	(1) 3X4 42 SIF	(1) 16# TOPBARS	0
C10	(1) 3X4 42 SIF	(1) 16# TOPBARS	1740
C11	(1) 3X4 42 SIF	(1) 16# TOPBARS	0
C12	(1) 3X4 42 SIF	(1) 16# TOPBARS	1740
C13	(1) 3X4 42 SIF	(1) 16# TOPBARS	0
C14	(1) 3X4 42 SIF	(1) 16# TOPBARS	1740
C15	(1) 3X4 42 SIF	(1) 16# TOPBARS	0
C16	(1) 3X4 42 SIF	(1) 16# TOPBARS	1740
C17	(1) 3X4 42 SIF	(1) 16# TOPBARS	0
C18	(1) 3X4 42 SIF	(1) 16# TOPBARS	1740
C19	(1) 3X4 42 SIF	(1) 16# TOPBARS	0
C20	(1) 3X4 42 SIF	(1) 16# TOPBARS	1740
C21	(1) 3X4 42 SIF	(1) 16# TOPBARS	0
C22	(1) 3X4 42 SIF	(1) 16# TOPBARS	1740
C23	(1) 3X4 42 SIF	(1) 16# TOPBARS	0
C24	(1) 3X4 42 SIF	(1) 16# TOPBARS	1740
C25	(1) 3X4 42 SIF	(1) 16# TOPBARS	0
C26	(1) 3X4 42 SIF	(1) 16# TOPBARS	1740
C27	(1) 3X4 42 SIF	(1) 16# TOPBARS	0
C28	(1) 3X4 42 SIF	(1) 16# TOPBARS	1740
C29	(1) 3X4 42 SIF	(1) 16# TOPBARS	0
C30	(1) 3X4 42 SIF	(1) 16# TOPBARS	1740
C31	(1) 3X4 42 SIF	(1) 16# TOPBARS	0
C32	(1) 3X4 42 SIF	(1) 16# TOPBARS	1740
C33	(1) 3X4 42 SIF	(1) 16# TOPBARS	0
C34	(1) 3X4 42 SIF	(1) 16# TOPBARS	1740
C35	(1) 3X4 42 SIF	(1) 16# TOPBARS	0
C36	(1) 3X4 42 SIF	(1) 16# TOPBARS	1740
C37	(1) 3X4 42 SIF	(1) 16# TOPBARS	0
C38	(1) 3X4 42 SIF	(1) 16# TOPBARS	1740
C39	(1) 3X4 42 SIF	(1) 16# TOPBARS	0
C40	(1) 3X4 42 SIF	(1) 16# TOPBARS	1740
C41	(1) 3X4 42 SIF	(1) 16# TOPBARS	0
C42	(1) 3X4 42 SIF	(1) 16# TOPBARS	1740
C43	(1) 3X4 42 SIF	(1) 16# TOPBARS	0
C44	(1) 3X4 42 SIF	(1) 16# TOPBARS	1740
C45	(1) 3X4 42 SIF	(1) 16# TOPBARS	0
C46	(1) 3X4 42 SIF	(1) 16# TOPBARS	1740
C47	(1) 3X4 42 SIF	(1) 16# TOPBARS	0
C48	(1) 3X4 42 SIF	(1) 16# TOPBARS	1740
C49	(1) 3X4 42 SIF	(1) 16# TOPBARS	0
C50	(1) 3X4 42 SIF	(1) 16# TOPBARS	1740

BEAM SCHEDULE
 BEAM W/ PLAN CORRECT LENGTH OF
 BEAMS REQUIRED



INTERIOR ELEVATIONS

SCALE: 3/8" = 1'-0"

- GENERAL NOTES:**
1. Verify existing conditions before starting work.
 2. All work shall be in accordance with the approved plans and specifications.
 3. All materials shall be of the highest quality and shall be approved by the architect.
 4. All work shall be completed within the specified time frame.
 5. All work shall be done in a clean and professional manner.
 6. All work shall be done in accordance with all applicable codes and regulations.
 7. All work shall be done in accordance with the approved plans and specifications.
 8. All work shall be done in accordance with the approved plans and specifications.
 9. All work shall be done in accordance with the approved plans and specifications.
 10. All work shall be done in accordance with the approved plans and specifications.

WALL LEGEND

AREA CALCULATIONS

LIVING AREA: 1140 S.F.
 PORCH: 223 S.F.
 UTILITY: 104 S.F.
 TOTAL UNDER ROOF: 1565 S.F.

FLOOR PLAN

Project Name: 1140 3 BR
 Date: 2009-02-14

Client: 0000
 Address: Job Address

Scale: 3/8" = 1'-0"

Habitat for Humanity
 Building Hope, Building Homes

1548 Seminola Blvd Ste 141
 Casselberry, FL 32707-3648
 www.habitatseminola.org

FLORIDA DESIGN SOLUTIONS, INC.
 1140 3 BR
 DATE: February 26, 2009

morales-reesee design associates
 401 W. 1st St., Suite 200
 Orlando, FL 32801

CONNECTOR SCHEDULE

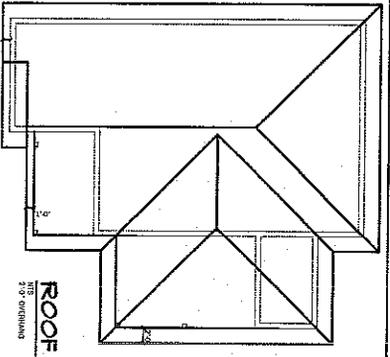
MARK	DESCRIPTION	TYPE	QTY	UNIT
1	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
2	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
3	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
4	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
5	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
6	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
7	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
8	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
9	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
10	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
11	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
12	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
13	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
14	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
15	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
16	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
17	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
18	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
19	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
20	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
21	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
22	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
23	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
24	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
25	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
26	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
27	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
28	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
29	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
30	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
31	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
32	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
33	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
34	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
35	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
36	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
37	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
38	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
39	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
40	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
41	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
42	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
43	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
44	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
45	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
46	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
47	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
48	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
49	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
50	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
51	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
52	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
53	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
54	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
55	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
56	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
57	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
58	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
59	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
60	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
61	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
62	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
63	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
64	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
65	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
66	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
67	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
68	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
69	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
70	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
71	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
72	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
73	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
74	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
75	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
76	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
77	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
78	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
79	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
80	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
81	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
82	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
83	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
84	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
85	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
86	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
87	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
88	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
89	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
90	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
91	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
92	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
93	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
94	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
95	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
96	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
97	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
98	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
99	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250
100	1/2" X 1/4" X 1/4" GALV. STEEL	TRUSS	1410	3250

ROOF FRAMING NOTES

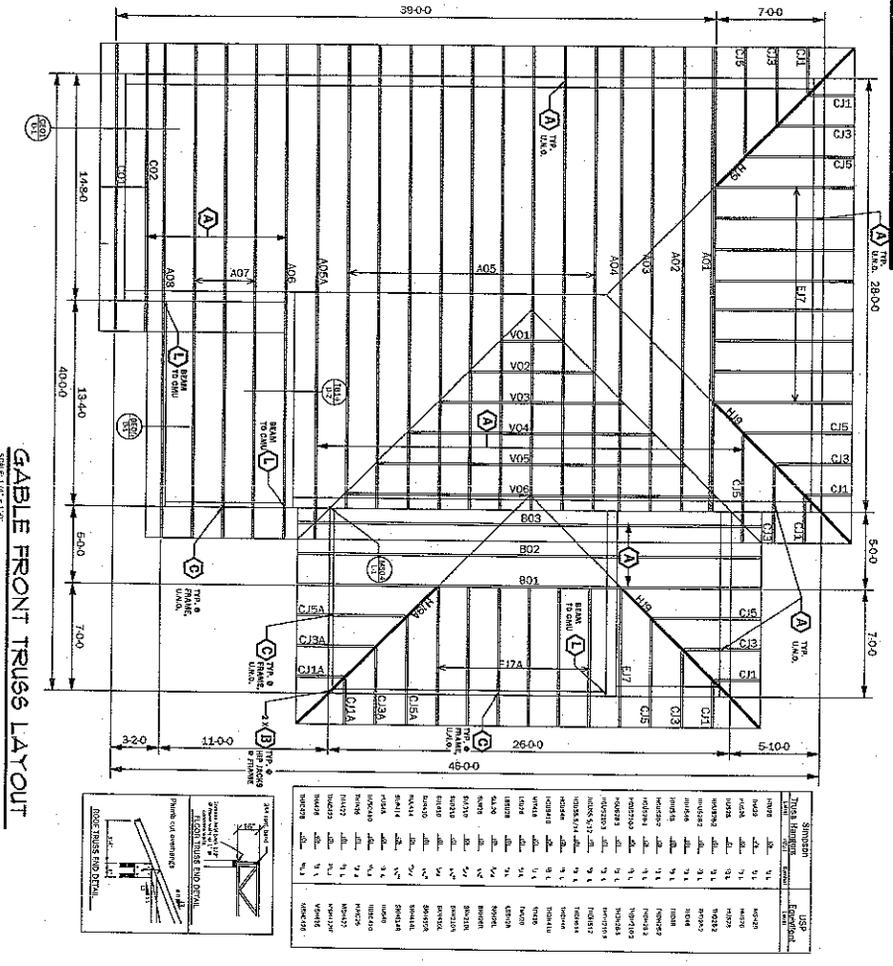
1. ALL ROOFING SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND THE FOLLOWING NOTES.

2. ALL ROOFING SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND THE FOLLOWING NOTES.

3. ALL ROOFING SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND THE FOLLOWING NOTES.



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



GABLE FRONT TRUSS LAYOUT
SCALE: 1/4" = 1'-0"

EXTERIOR NOTES

1. ALL EXTERIOR FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND THE FOLLOWING NOTES.

2. ALL EXTERIOR FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND THE FOLLOWING NOTES.

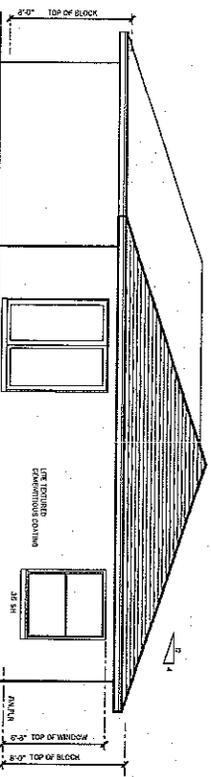
3. ALL EXTERIOR FINISHES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND THE FOLLOWING NOTES.

GENERAL NOTES:

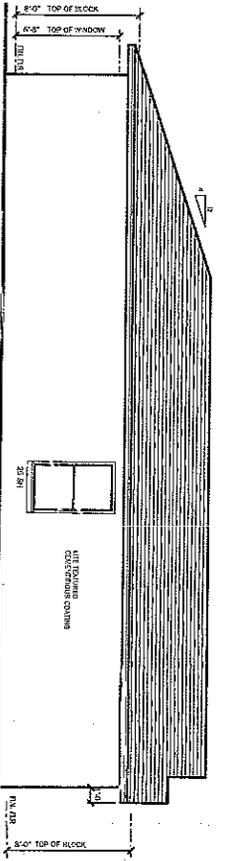
1. ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND THE FOLLOWING NOTES.

2. ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND THE FOLLOWING NOTES.

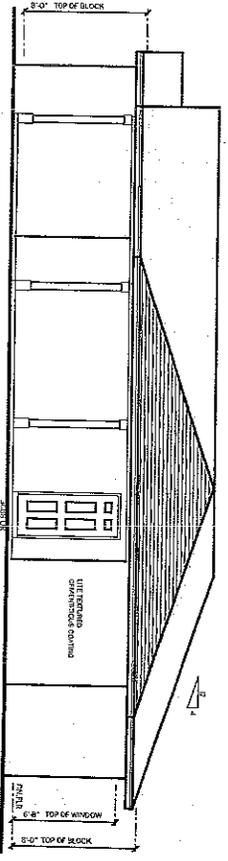
3. ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND THE FOLLOWING NOTES.



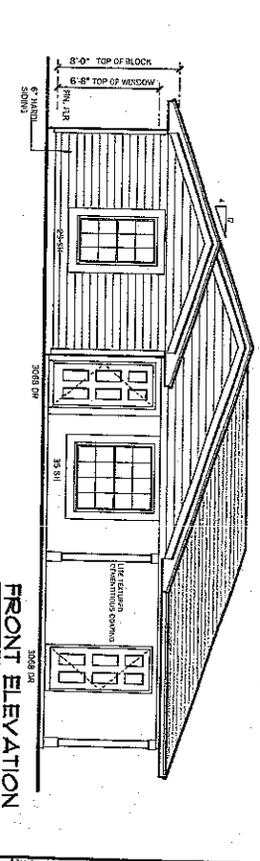
REAR ELEVATION
SCALE: 1/4" = 1'-0"



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



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



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

Plan No: 1140 3 BR

Scale: 1/4" = 1'-0"

Date: 2009/02/24

Author: [Name]

Checker: [Name]

Project: [Name]

Habitat for Humanity

Building Homes
Building Hopes

1548 Seminola Blvd Ste 141
Casselberry, FL 32707-3644

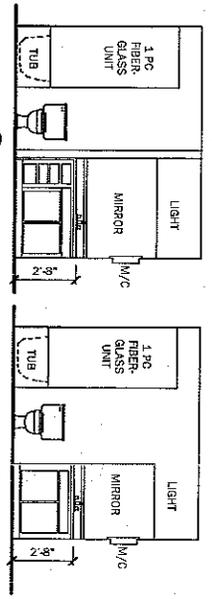
www.habitatseminola.org

FLORIDA DESIGN SOLUTIONS, INC.

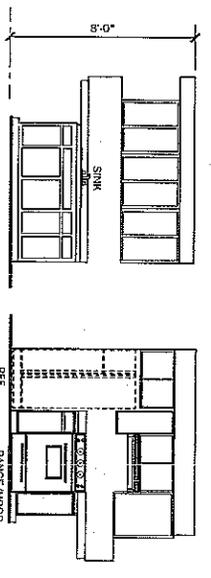
REGISTERED PROFESSIONAL ENGINEER

NO. 1140 3 BR

DATE: February 26, 2009



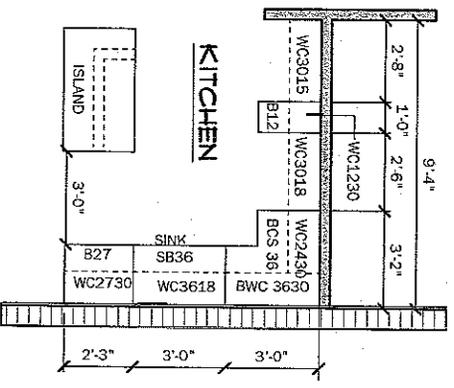
BATHROOM



KITCHEN

INTERIOR ELEVATIONS

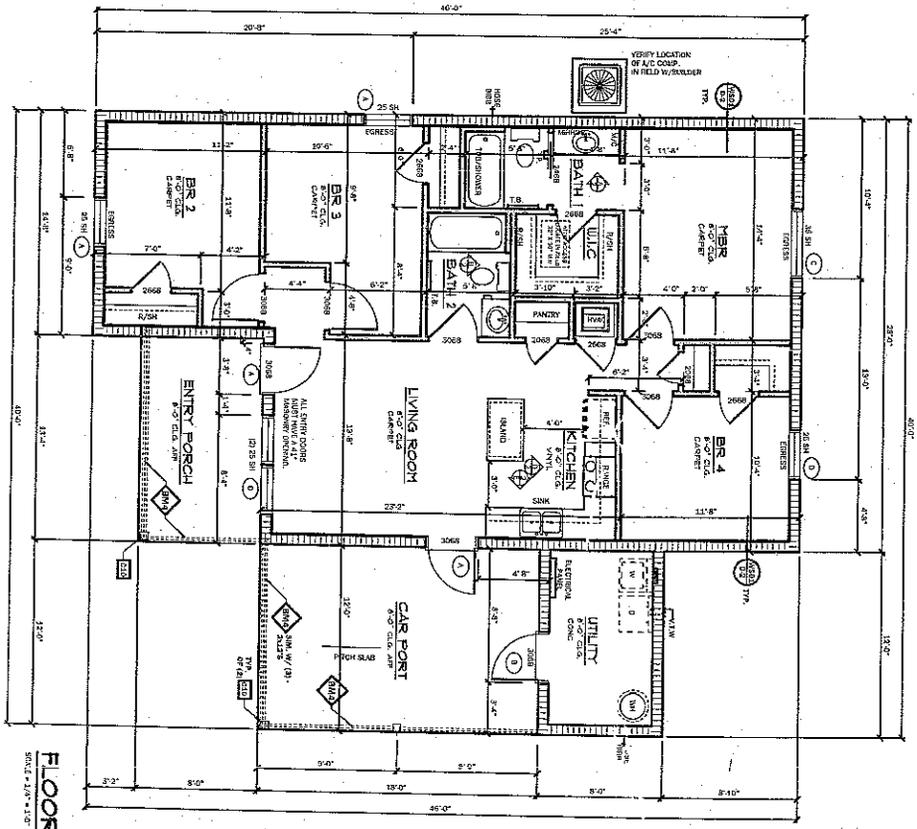
SCALE: 3/8" = 1'-0"



KITCHEN

ISO MPH OPENING PRESSURES		COLUMN SCHEDULE	
WIND CATEGORY	NO. CATEGORY	WIND SPEED (MPH)	NO. CATEGORY
1	25.9 / 28.1	25.9 / 34.7	25.9 / 34.7
2	24.8 / 27.0	24.8 / 32.5	24.8 / 32.5
3	23.1 / 25.2	23.1 / 29.2	23.1 / 29.2

MARK	LOADING SIZE	REMARKS
1	12" x 12" x 20"	CONCRETE PILES TO BE SET IN 12" DIA. HOLES TO BE DRILLED TO 20' DEPTH TO OAK COG.
2	12" x 12" x 20"	CONCRETE PILES TO BE SET IN 12" DIA. HOLES TO BE DRILLED TO 20' DEPTH TO OAK COG.
3	12" x 12" x 20"	CONCRETE PILES TO BE SET IN 12" DIA. HOLES TO BE DRILLED TO 20' DEPTH TO OAK COG.



FLOOR PLAN

GENERAL NOTES:

- The owner is responsible for obtaining all necessary permits for this project. The contractor shall be responsible for obtaining all necessary permits for this project.
- Verify location of A/C coils in field of slab.
- Verify location of A/C coils in field of slab.
- Verify location of A/C coils in field of slab.
- Verify location of A/C coils in field of slab.
- Verify location of A/C coils in field of slab.
- Verify location of A/C coils in field of slab.
- Verify location of A/C coils in field of slab.
- Verify location of A/C coils in field of slab.
- Verify location of A/C coils in field of slab.

WALL LEGEND:

AREA CALCULATIONS:

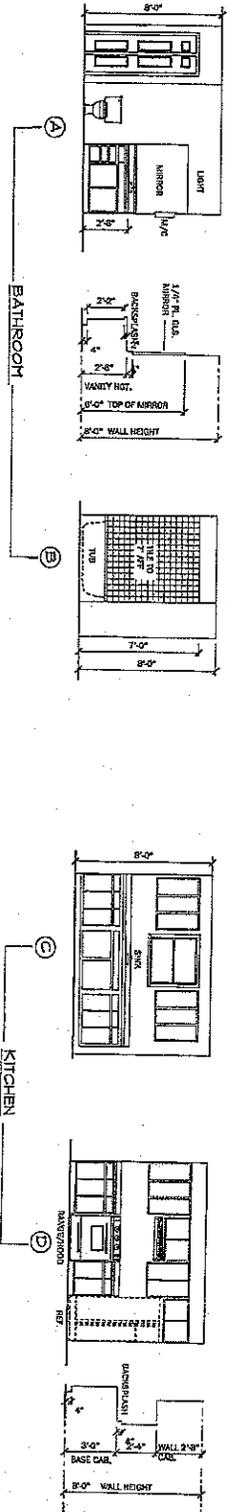
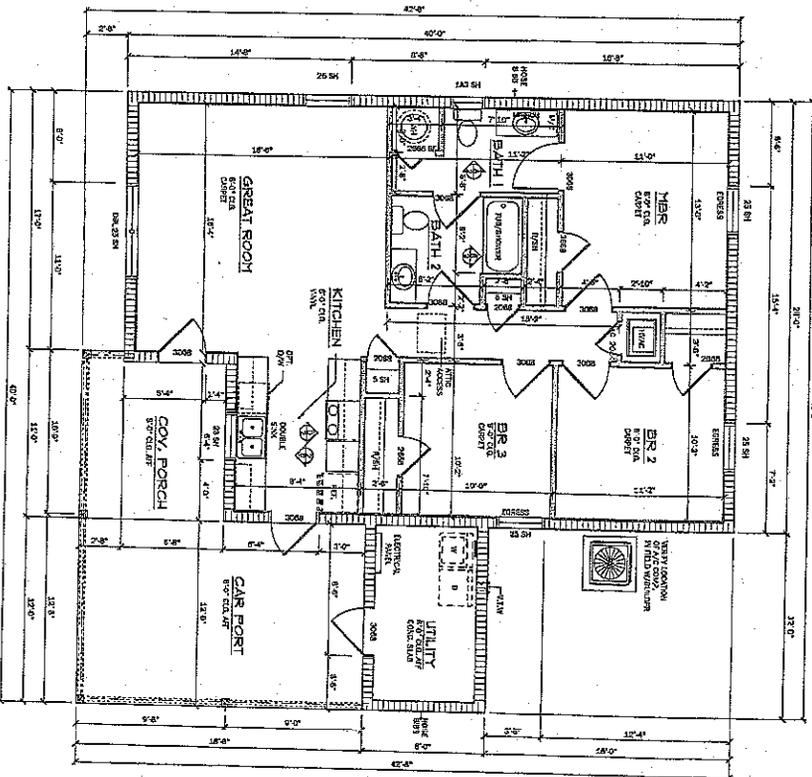
LIVING AREA: 1140
 CARPORT: 223
 PORCH: 104
 UTILITY: 88
 TOTAL UNDER ROOF: 1555 S.F.

FLORIAN DESIGN SOLUTIONS, INC.
 1548 Seville Blvd Ste 141
 Cape Coral, FL 33909
 www.floriansolutions.com

MOYLES-KEESSEE design associates
 401 S. W. 11th St.
 Cape Coral, FL 33901

CONTRACTOR:
 1140 4 BEDROOM
 0000
 0000
 0000
 0000

DATE: 3/10



INTERIOR ELEVATIONS
Scale: 3/8" = 1'-0"

GENERAL NOTES:

1. ALL FINISHES TO BE AS SHOWN ON THE DRAWINGS UNLESS OTHERWISE NOTED.
2. ALL FINISHES TO BE INSTALLED TO THE TOP OF THE FINISH FLOOR UNLESS OTHERWISE NOTED.
3. ALL FINISHES TO BE INSTALLED TO THE TOP OF THE FINISH FLOOR UNLESS OTHERWISE NOTED.
4. ALL FINISHES TO BE INSTALLED TO THE TOP OF THE FINISH FLOOR UNLESS OTHERWISE NOTED.
5. ALL FINISHES TO BE INSTALLED TO THE TOP OF THE FINISH FLOOR UNLESS OTHERWISE NOTED.
6. ALL FINISHES TO BE INSTALLED TO THE TOP OF THE FINISH FLOOR UNLESS OTHERWISE NOTED.
7. ALL FINISHES TO BE INSTALLED TO THE TOP OF THE FINISH FLOOR UNLESS OTHERWISE NOTED.
8. ALL FINISHES TO BE INSTALLED TO THE TOP OF THE FINISH FLOOR UNLESS OTHERWISE NOTED.
9. ALL FINISHES TO BE INSTALLED TO THE TOP OF THE FINISH FLOOR UNLESS OTHERWISE NOTED.
10. ALL FINISHES TO BE INSTALLED TO THE TOP OF THE FINISH FLOOR UNLESS OTHERWISE NOTED.

WALL LEGEND

001 FINISH WALL	002 FINISH WALL
003 FINISH WALL	004 FINISH WALL
005 FINISH WALL	006 FINISH WALL
007 FINISH WALL	008 FINISH WALL
009 FINISH WALL	010 FINISH WALL

AREA CALCULATIONS

LIVING AREA	1052
PORCH / CARPORT	318
UTILITY	96
TOTAL UNDER ROOF	1466 S.F.

FLOOR PLAN
Scale: 1/8" = 1'-0"



MARILES-KESSEB
design associates

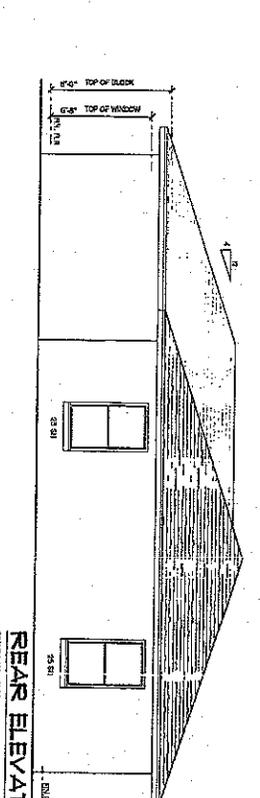
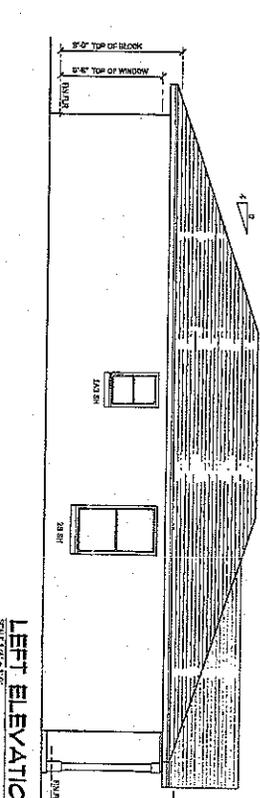
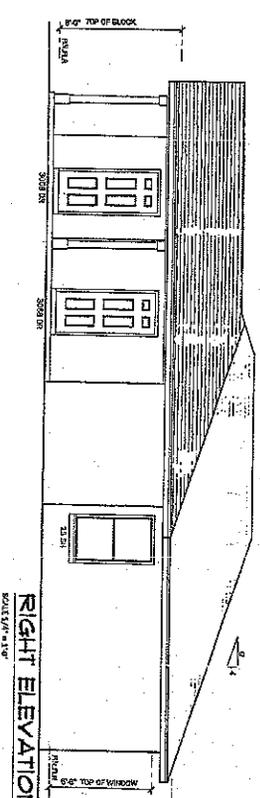
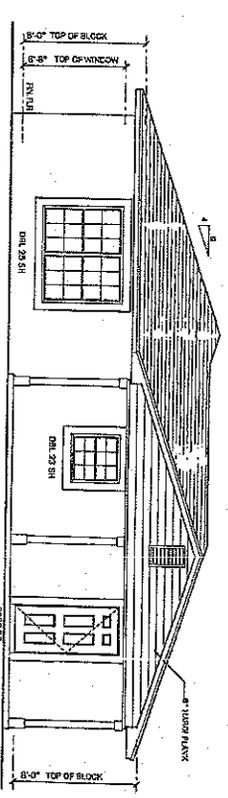
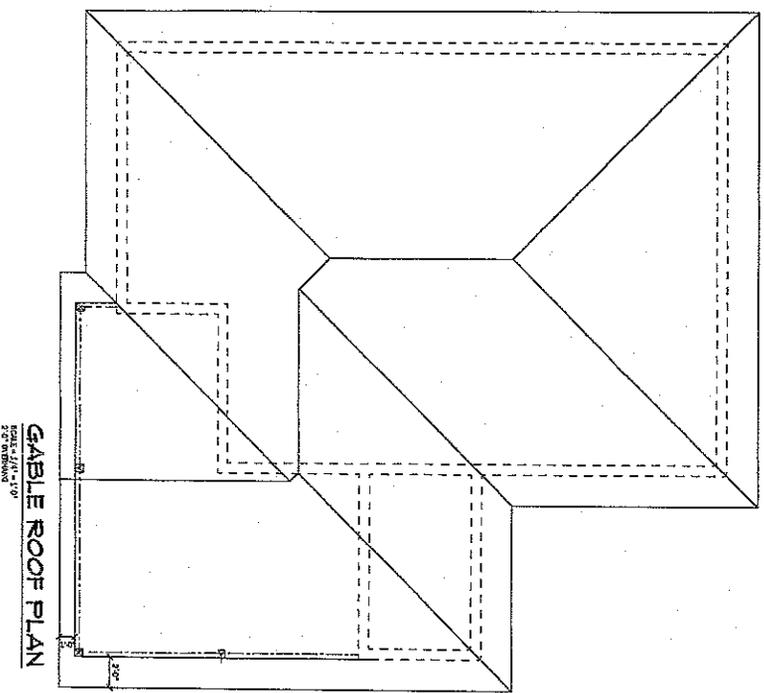


FLORIDA DESIGN SOLUTIONS, INC.
ARCHITECTS

HABITAT FOR HUMANITY

1548 Seminola Blvd Ste 141
Casselberry, FL 32707-3648
www.habitatseminole.org

Project No.	2007-0095
Client	Habitat for Humanity
Address	1548 Seminola Blvd Ste 141, Casselberry, FL 32707-3648
Architect	Florida Design Solutions, Inc.
Date	March 14, 2007
Scale	1/8" = 1'-0"
Sheet No.	3 of 12



EXTERIOR NOTES:

1. Exterior finish as shown.
2. Exterior finish shall be applied to all exterior surfaces.
3. All exterior finish shall be applied to all exterior surfaces.
4. All exterior finish shall be applied to all exterior surfaces.
5. All exterior finish shall be applied to all exterior surfaces.
6. All exterior finish shall be applied to all exterior surfaces.
7. All exterior finish shall be applied to all exterior surfaces.
8. All exterior finish shall be applied to all exterior surfaces.
9. All exterior finish shall be applied to all exterior surfaces.
10. All exterior finish shall be applied to all exterior surfaces.

GENERAL NOTES:

VENTILATION CALCULATION	ROOF CRITERIA
<p>1.4481 BINA 24</p> <p>0.0144 BINA 24</p> <p>0.0144 BINA 24</p> <p>0.0144 BINA 24</p>	<p>0.0144 BINA 24</p> <p>0.0144 BINA 24</p> <p>0.0144 BINA 24</p> <p>0.0144 BINA 24</p>

REVISIONS:

NO.	DATE	DESCRIPTION
04	06	12

PROJECT INFORMATION:

1052

1548 Seminola Blvd Ste 141
Casselberry, FL 32707-3648
www.habitatseminola.org

HABITAT FOR HUMANITY

1548 Seminola Blvd Ste 141
Casselberry, FL 32707-3648
www.habitatseminola.org

FLORIDA DESIGN SOLUTIONS, LLC

351 S. Orange Blossom Trail, Apopka, FL 32703
Orlando, FL 32811
351 S. Orange Blossom Trail, Apopka, FL 32703
Orlando, FL 32811

MR

Mortales-Keesee
design associates

EXHIBIT B

PROJECT BUDGET

HABITAT FOR HUMANITY IN SEMINOLE COUNTY, FLORIDA, INC.
SHIP PROGRAM DEVELOPER AGREEMENT FOR FIVE SINGLE FAMILY HOMES

ACTIVITY	SHIP FUNDS
<p>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.*</p>	<p>\$135,523.00*</p>
<p>HABITAT shall also receive payment of contracted Project Cost services other than donated goods and services in the amount of \$101,766.40** for each of the five (5) houses according to the payment schedule outlined in section 5(e) of the Agreement.</p>	<p>\$508,832.00**</p>
<p>Total</p>	<p>\$644,355.00</p>

* 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 \$11,500.00 per home or a total of \$57,500.00 for all five units.

EXHIBIT C

MONTHLY REPORT

Status Report for Month of _____
 DEVELOPER: HABITAT FOR HUMANITY IN SEMINOLE COUNTY, FLORIDA, INC.

Contact Person(s): _____
 Telephone: _____

I. NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS

ACTIVITY	BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE	EXPECTED COMPLETION DATE
Property Address or Parcel ID Number						
Construction Costs	\$					
TOTAL	\$					

Any other special conditions or accomplishments:

Signed: _____

NOTE: A separate Monthly Report must be submitted for each authorized housing unit.

EXHIBIT D

END OF PROJECT REPORT

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

FISCAL YEAR: _____

Type of service provided: Acquisition and construction of five (5) three or four bedroom, two bathroom single family homes for Very Low Income and 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 up to 50% AMI	Low Income up to 80% 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: _____

Signed: _____

EXHIBIT E

REQUEST FOR PAYMENT

Developer: HABITAT FOR HUMANITY IN SEMINOLE COUNTY, FLORIDA, INC.

Type of Activity/Project: Acquisition, construction, and resale of five (5) single family homes for Very Low Income and 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: _____

EXHIBIT F-1

*Form of Restrictive Use Covenant to be used
in connection with two properties for Very Low Income households*

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:
Seminole County Community Services Department
Community Assistance Division
524 W. Lake Mary Blvd.
Sanford, FL 32773

RESTRICTIVE USE COVENANT

This Restrictive Use Covenant is made by **HABITAT FOR HUMANITY IN SEMINOLE COUNTY, FLORIDA, INC.**, whose address is 1548 Seminola Blvd., Suite 141, Casselberry, Florida 32707 as fee simple owner (the "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") in consideration of construction funding provided by that certain SHIP Program Developer Agreement dated _____, 2009 between GRANTOR and GRANTEE and 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").

"Very Low Income" means gross household income from all sources not exceeding fifty percent (50%) of the median family income within

the Orlando Metropolitan Statistical Area for the duration of 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 approved and 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 IN SEMINOLE COUNTY, FLORIDA, INC., a corporation not for profit 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 said 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: _____

EXHIBIT F-2

*Form of Restrictive Use Covenant to be used
in connection with two properties for Low Income households*

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:
Seminole County Community Services Department
Community Assistance Division
524 W. Lake Mary Blvd.
Sanford, FL 32773

RESTRICTIVE USE COVENANT

This Restrictive Use Covenant is made by **HABITAT FOR HUMANITY IN SEMINOLE COUNTY, FLORIDA, INC.**, whose address is 1548 Seminola Blvd., Suite 141, Casselberry, Florida 32707 as fee simple owner (the "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") in consideration of construction funding provided by that certain SHIP Program Developer Agreement dated _____, 2009 between GRANTOR and GRANTEE and 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 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").

"Low Income" means gross household income from all sources not exceeding eighty percent (80%) of the median family income within the

Orlando Metropolitan Statistical Area for the duration of 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 approved and 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 IN SEMINOLE COUNTY, FLORIDA, INC., a corporation not for profit 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 said 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: _____