

**STATE HOUSING INITIATIVE PARTNERSHIP PROGRAM
BETWEEN
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
AND
HOUSING FOR HOMELESS, INC.**

TABLE OF CONTENTS

RENTAL HOUSING STATE HOUSING INITIATIVE	4
PARTNERSHIP PROGRAM AGREEMENT BETWEEN.....	4
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS	4
AND	4
HOUSING FOR HOMELESS, INC.....	4
SECTION I. DEFINITIONS:	5
SECTION II: USE OF STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM FUNDS:	6
SECTION III: TIMING AND DURATION OF AGREEMENT:.....	7
SECTION IV: PROPOSED BUDGET:	7
SECTION V: AFFORDABILITY REQUIREMENTS:	8
SECTION VI: INCOME, RENT AND OCCUPANCY REQUIREMENTS:.....	9
SECTION VII: PROJECT REQUIREMENTS:.....	9
SECTION VIII: PROPERTY STANDARDS:.....	11
SECTION IX. COMPLIANCE MONITORING:.....	11
SECTION X: ENFORCEMENT PROVISIONS:.....	12
SECTION XI: ADMINISTRATIVE REQUIREMENTS:	14
SECTION XII: REQUEST FOR DISBURSEMENT OF FUNDS/PAYMENT PROCEDURES:.....	16
SECTION XIII: GENERAL CONDITIONS:.....	17
SECTION XIV: CONSTRUCTION OF AGREEMENT:.....	24
SECTION XV: SEVERABILITY:.....	24
SECTION XVI: NOTICES:	24
ATTACHMENT A MORTGAGE DEED AND SECURITY AGREEMENT FIFTEEN YEAR TERM	26
Brevard County Board of County Commissioners	26
ATTACHMENT B FIFTEEN YEAR MORTGAGE NOTE.....	37
ATTACHMENT C LAND USE RESTRICTION AGREEMENT.....	39
PREAMBLE	39
AGREEMENT	39
ATTACHMENT D SHIP INCOME / RENTAL LIMITS.....	45

2024 INCOME/RENT LIMITS	46
for Palm Bay-Melbourne-Titusville, Florida MSA	46
ATTACHMENT E HOUSING AND HUMAN SERVICES DEPARTMENT MONTHLY PROGRESS REPORT	47
ATTACHMENT F SHIP PROGRAM DEMOGRAPHIC AND TRACKING SHEET	48
PHASES:.....	48
INCOME LEVEL:	48
UNINCORPORATED AREA:.....	48
RACE:.....	48
RENT:.....	49
SPECIAL NEEDS (CHECK ANY THAT APPLY):	49
CLOSE OUT	49
ATTACHMENT G RENTAL PROJECT COMPLIANCE REPORT	50
ATTACHMENT H REQUEST FOR REIMBURSEMENT INVOICE FORM.....	51
ATTACHMENT I	53
DRAW SCHEDULE	53

**RENTAL HOUSING STATE HOUSING (SHIP) INITIATIVE
PARTNERSHIP PROGRAM AGREEMENT BETWEEN
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
AND
HOUSING FOR HOMELESS, INC.**

FOR RENTAL HOUSING (ROOF REPLACEMENT PROJECT)

THIS AGREEMENT, entered into this _____ day of _____, 2025 by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the County), and Housing for Homeless, Inc. (hereinafter referred to as the Owner/Developer).

WHEREAS, the State Housing Initiative Partnership Program has allocated funds to Brevard County to fund housing programs that meet local needs and priorities; and

WHEREAS, the County in accordance with the guidelines of the State Housing Initiative Partnership program allocates funds for projects that result in the acquisition and rehabilitation or new construction of affordable rental housing for low-income households; and

WHEREAS, the Brevard County Affordable Housing Advisory Committee has recommended and the County desires to award State Housing Initiative Partnership programs funds in the amount of up to \$11,400 in SHIP funds to the Owner/Developer for the development of affordable housing for low-income households; and

WHEREAS, the Owner/Developer agrees that the project will be carried out in accordance with the terms of this agreement and those set forth in the presence of the Affordable Housing Advisory Committee for the term of this agreement and reservation period, for a total of; and

WHEREAS, the regulations contained in the State Housing Initiative Partnership Program Rule Chapter 67-37 of the Florida Administrative Code and State Housing Initiative Partnership Statute 420.907 et seq. of the State Housing Initiatives Partnerships Program rules and regulations, as now in effect and as may be amended from time to time, governs this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and obligations contained, including the attachments, and subject to the terms and conditions hereinafter stated, the parties mutually understand and agree as follows:

SECTION I. DEFINITIONS:

Affordability Period: Refers to the fifteen-year period of time, following initial occupancy, that the Owner/Developer shall maintain the physical condition of the housing units, household income levels, and monthly rental limits.

Annual Income: Projected annual income established in compliance with HOME and State Housing Initiatives Partnership (SHIP) regulations, specifically established at 24 CFR Part 5.609.

Area Median Income (AMI): The median family income adjusted for family size as published by the Florida Finance Corporation annually.

Conditional Notice to Proceed: Written notice to the Owner/Developer to proceed with portions of the agreement work including, but not limited to preparatory work such as obtaining permits and site work.

Construction Notice to Proceed: Written notice to the Owner/Developer to proceed with construction.

Department: Housing and Human Services Department of Brevard County.

Director: The Director of the Housing and Human Services Department.

Fair Housing: Requirements for non-discrimination based on race, color, sex, disability, religion, familial status, or national origin in accordance with Federal Regulations 24 CFR 100-146 and Florida Law Florida Statute 760.

Hard Cost: Cost associated with the construction of a project.

Low income: individual whose gross annual income does not exceed eighty percent of the AMI.

New Construction: The creation of new dwelling units. Any project that includes the creation of additional dwelling units outside the existing walls of a structure is also considered new construction.

Project: One or more buildings on a single site or multiple sites that are under common Ownership, management, and financing to be assisted with State Housing Initiative Partnership Program funds as a single undertaking.

Project Completion: When the Department performs the final inspection and when all necessary documents are received by the Department.

Rehabilitation: Repairs or improvements necessary to make a dwelling conform to the local housing codes and to bring the dwelling to a maintainable condition.

Soft Cost: Indirect expenses such as administration and recording fees.

Substantial Completion: When the Owner/Developer is issued the Certificate of Occupancy by the local jurisdiction.

State Housing Initiative Partnership Program-Assisted Units: Units within a project for which rent, occupancy, and/or long-term affordability restrictions apply. The number of units designated as assisted affects the maximum subsidies that may be provided to a project.

State Housing Initiative Partnership Program Funds: All appropriations for the State Housing Initiative Partnership Program, plus all repayments and interest or other applicable return on investment of these funds.

Very Low-Income: Individual whose gross annual income does not exceed fifty percent of the AMI.

Word: All the professional, technical, and construction services to be rendered or provided by the Owner/Developer.

SECTION II: USE OF STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM FUNDS:

A. Project Description: The Owner/Developer will repair and replace the roof a single-family home located at 456 Fern Ave., Titusville, FL 32796. The property has three (3) bedrooms and two (2) bathrooms. Upon completion the Owner/Developer shall rent the unit to household whose income is at or below **fifty** percent Area Median Income during the **fifteen years** affordability period.

B. Construction Management: The Owner/Developer expressly agrees to complete all work required by this Agreement in accordance with the proposed schedule set forth herein. The Owner/Developer must submit, and the County must approve a final construction/milestone schedule before construction can begin. Owner/Developer shall not begin the process of obtaining permits until a Conditional Notice to Proceed is issued from the County. The Owner/Developer shall not begin construction until a Construction Notice to Proceed is issued by the County. The Owner/Developer shall, upon completion of the project, and until the expiration of this Agreement, take all steps necessary to manage, maintain and operate the property in accordance with all applicable federal, state, and local laws, statutes, regulations, and ordinances.

Milestone	Working Days from Execution of Agreement
Construction time to substantial completion	90 days
Final Completion	120 days

C. The project must be occupied within eighteen months of project completion, or the Owner/Developer must repay the funds for any vacant units. If the units remain vacant six months following project completion the Owner/Developer must

identify and develop an enhanced Marketing Plan (at the Owner/developer's expense) and report this information to the County.

D. Construction/Rehabilitation Management: The Owner/Developer understands that construction cannot begin until a full set of building plans is provided and approved by the Department.

E. Construction and Rehabilitation Standards: Housing that is constructed or rehabilitated with State Housing Initiative Partnership Program funds shall meet all local codes and ordinances and Brevard County Housing and Human Services Department Housing Quality Standards.

F. Contracts and Sub-Contracts: The Owner/Developer shall be fully responsible to the County for the acts and omissions of persons directly employed by them to work on this Project. Nothing contained in this Agreement shall create any contractual relationship between the Owner/Developer and any of the Owner/Developer subcontractors and the County.

G. Licenses and Permits: The Owner/Developer shall be responsible for obtaining and processing throughout the term of this Agreement all licenses and permits applicable to its operations under federal, state, and local laws and shall comply with all fire, health, and other applicable regulatory codes.

H. Procurement Standards: The Owner/Developer shall comply with the County's Procurement Policy when bidding for a General Contractor/Construction Manager. The Owner/Developer understands that construction shall not begin until the Owner/Developer's three bid packets have been reviewed and approved by the County.

SECTION III: TIMING AND DURATION OF AGREEMENT:

The term of this agreement between the County and the Owner/Developer shall begin on the date of execution by both parties and shall continue for the affordability period unless amended in accordance with the provisions of this agreement.

SECTION IV: PROPOSED BUDGET:

A. The Owner/Developer agrees and understands that the total amount to be paid by the County under this Agreement shall not exceed the awarded State Housing Initiative Partnership Program funds in an amount not to exceed **\$11,400**.

B. A proposed budget has been submitted by Owner/Developer as part of the Owner/Developer's proposal. The Owner/Developer understands that the Owner/Developer shall submit a final budget, based upon the work write up report prepared by the Owner/Developer and approved by the County, if applicable, and as it relates to construction/rehabilitation, soft costs, development fees, and other allowable costs/activities prior to any fund usage or disbursement. Said budget shall identify all sources and uses of funds, and allocated HOME Investment Partnership Program and non-HOME Investment Partnership Program funds to activities or line items.

C. Eligible Use of Funds: Funds may be used solely for the purpose of construction/rehabilitation of the property that has been approved by the County.

D. Ineligible Uses of Funds: Funds may not be used for supportive services. Costs, expenses, and items which would be disallowed as supportive services shall include, but not be limited to, back taxes, security or utility deposits, maintenance costs, code enforcement fines and/or liens, homeowner association fees, or condominium fees.

E. The County shall not pay, or reimburse, the Owner/Developer for any interest charges, late payment charges, or litigation expenses, such as, but not limited to, attorney fees and legal costs that the Owner/Developer may incur, including, but not limited to the Owner/Developer's failure to pay any subcontractors and/or supplier in a timely manner as provided by this Agreement or statute.

Budgeted Item	Amount	Source
Roof	Up to \$11,400	Brevard County SHIP
Total	Up to \$11,400	Brevard County

F. Upon receipt of the approved work write up, the Owner/Developer will submit a final budget for review and approval within two weeks, if applicable.

G. Change Order Process and Requirements: The Owner/Developer understands that any changes in the scope of work shall be based upon an Agreement between the County and the Owner/Developer. The Owner/Developer shall submit a written request for a change order to the County as needed. The change order shall state the requested changes to the scope of work and the change in cost for the requested change order. The County will review the request and approve, if applicable. The County will prepare a written change order that will include the approved changes and the revised dollar amount of the change. The Owner/Developer shall not commence any work included in the change order until approved by the County.

SECTION V: AFFORDABILITY REQUIREMENTS:

A. The units shall meet the affordability requirements as provided annually by the Florida Housing Finance Corporation. The affordability of the units shall be for **fifteen years** for households whose income is at or below **fifty percent** of the area median income. The Owner/Developer shall sign a **fifteen year** mortgage deed and security agreement, mortgage note, and a Land Use Restriction agreement, all of which are made a part hereof by reference and attached as Attachment A, Attachment B and Attachment C, respectively, for the Project property.

B. Owner/Developer shall repay the original loan of not to exceed **\$11,400** if the housing fails to meet the affordability requirements for the entire specified time period. In addition, in the event of a sale during the affordability period (voluntary or involuntary), the Owner/Developer shall pay to the County a proportionate amount of any equity created by the use of State Housing Initiative Partnership Program

Investment funds. The County shall follow the Recapture Guidelines set forth in the Annual Action Plan (available for review upon request) for the repayment of funds.

SECTION VI: INCOME, RENT AND OCCUPANCY REQUIREMENTS:

A. The Owner/Developer shall make income determinations. On an annual basis, the County shall provide guidance on using Florida Housing Finance Corporation Income and Rent Limits. In addition, the County will provide the Owner/Developer with current Income and Rent Limits and other applicable requirements annually. The Owner/Developer shall abide by the Income and Rent Limits as applicable, a copy of which is attached hereto and incorporated by reference as Attachment D. The Owner/Developer shall immediately implement the new limits upon receipt of those limits from the County and shall continue for the **fifteen years** of affordability. Tenants shall be responsible for all utility payments and applicable fees. The Owner/Developer shall deduct the established maximum monthly allowance for utilities and services (excluding telephone) from the rent. The Tenant shall be responsible for all payments and fees which exceed the established monthly allowance.

B. The Owner/Developer may adjust the rents, in accordance with the Florida Housing Corporation annual published rent limits, with approval from the County. Any rent adjustments are subject to the tenant's lease agreement. All tenant leases shall specify that the tenants receive at least thirty-days written notice prior to implementing a rent increase. The Owner/Developer shall not raise rents above the Florida Housing Finance Corporation State Housing Initiative Partnership Program rent limits. The tenant's portion of the rent payments shall not exceed **thirty** percent of their gross adjusted household income.

SECTION VII: PROJECT REQUIREMENTS:

A. Tenants of State Housing Initiative Partnership Program assisted units shall be protected by a written lease, an occupancy agreement or comparable legal documents. The Owner/Developer shall adhere to the following lease requirements:

1. Lease length: The lease shall be executed for a minimum of one year unless the Owner/Developer and the tenant mutually agree to a shorter period. If the tenant has agreed to a different lease term, the term may not be for a period less than thirty days and the agreement should be noted in writing and maintained in the tenant's file.
2. Termination of tenancy: The written agreement shall state that the Owner/Developer cannot terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with State Housing Initiative Partnership Program funds, except for allowable reasons, such as serious or repeated violations of the terms and conditions of the lease; violating Federal, State or local law; completion of tenancy for transitional housing projects; or other just causes. The lease shall also inform tenants that they will be served a written notice at least thirty days before the

termination of tenancy, specifying the grounds for the termination or refusal to renew the lease.

3. Compliance with applicable State and Local Laws: Tenant leases shall comply with applicable state and local tenant-landlord laws.
 - a. The Lease may not contain the following provisions:
 - i. Agreement to be sued: Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the Owner/Developer in a lawsuit brought in connection with the lease;
 - ii. Treatment of property: Agreement by the tenant that the Owner/Developer may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has vacated the unit. The Owner/Developer may dispose of this personal property in accordance with State law;
 - iii. Excusing Owner/Developer from responsibility: Agreement by the tenant not to hold the Owner/Developer or the Owner/Developer's agents legally responsible for any action or failure to act, whether intentional or negligent;
 - iv. Waiver of notice: Agreement of the tenant that the Owner/Developer may institute a lawsuit without notice to the tenant;
 - v. Waiver of legal proceedings: Agreement by the tenant that the Owner/Developer may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
 - vi. Waiver of a jury trial: Agreement by the tenant to waive any right to a trial by jury;
 - vii. Waiver of right to appeal court decision: Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
 - viii. Legal fee: Agreement by the tenant to be responsible of all legal fees regardless of outcome.

SECTION VIII: PROPERTY STANDARDS:

Housing that is constructed or rehabilitated with State Housing Initiative Partnership Program funds shall meet all local codes and ordinances at the time of project completion. The Owner/Developer agrees to abide by applicable property standards and local land use and zoning requirements during the term of affordability period. The County shall conduct property standard inspections for the total number of units in the development as follows or as needed:

- A. Projects containing one to four units shall be inspected at least every three years.
- B. Projects containing five to twenty-five units shall be inspected at least every two years; and
- C. Projects containing twenty-six or more units shall be inspected at least annually.

SECTION IX. COMPLIANCE MONITORING:

A. Monitoring will include compliance with all contractual requirements, including, but not limited to, reporting, record retention and project development. In addition, the project is subject to ongoing SHIP compliance requirements for **fifteen years** from the date of lease up. During this compliance period, the Owner/Developer shall assure continued compliance with SHIP Program requirements.

- 1. Compliance for rental units shall include maintaining property standards, occupancy, and rent limits compliance. The County shall conduct the annual compliance monitoring.
- 2. Construction Management: The County reserves the right to inspect the project at any time during the construction period.
- 3. Project Development: The County shall monitor the Owner/Developer for the following items prior to initial occupancy of the units (from the Developer's/Owner's Property Management Handbook):
 - i. Affirmative Marketing Policy and Procedures as required by 24 CFR 92.351.
 - ii. Tenant Selection Policies and Procedures (to include over-income tenants).
 - iii. Application form.
 - iv. Income Verification and Certification Forms.

- B. On-going Monitoring for the Term of Affordability:

1. Number of units
2. Rent/income limits
3. Tenants' eligibility
4. Physical inspection of the units
5. Financial review

SECTION X: ENFORCEMENT PROVISIONS:

A. Timely completion of the work specified in this Agreement is an integral and essential part of performance. The expenditure of State Housing Initiative funds is subject to State deadlines and could result in the loss of State funds. By the acceptance and execution of this Agreement, the Owner/Developer shall make every effort to ensure that the project will proceed and not be delayed. Failure to meet these deadlines may result in the cancellation of this Agreement and the revocation of State Housing Initiative Partnership program funds.

B. Liquidated Damages: Should the Owner/Developer fail to substantially complete the work on or before the date stipulated in the Construction Notice to Proceed (or such later date as may result from an extension of time granted by the Department), Owner/Developer shall pay, as liquidated damages the sum of .025% (.00025) of the awarded amount for each consecutive calendar day the terms of this agreement remain unfulfilled beyond the date allowed by the agreement, which sum is agreed upon as reasonable and proper measure of damages which the County will sustain per day by failure of the Owner/Developer to complete within time as stipulated; it being recognized by the County, and the Owner/Developer that the injury to the County which could result from a failure of the Owner/Developer to complete on schedule is uncertain and cannot be computed exactly. In no way shall cost for liquidated damages be construed as a penalty on the Owner/Developer.

C. All State Housing Initiative Partnership program funds are subject to repayment in the event the project does not meet the project requirement.

D. The Owner/Developer understands that, upon completion of the project, any funds reserved but not expended under this Agreement shall remain with the County.

E. Funds shall remain as a deferred interest free loan for a period of **fifteen years** from the execution of this Agreement. The loan may be forgiven or extended at the sole discretion of the County. The loan for the Project hereunder as to both principal and interest shall be assumable upon project sale, transfer or refinancing if the proposed Owner/Developer of the Project is an eligible nonprofit organization as approved by the County and the proposed Owner/Developer of the Project agrees to maintain all set-asides and other requirements of the State Housing Initiative Partnership Program for the period originally specified. In the event Owner/Developer

proposes to sell or transfer the Project, the County reserves the first right of refusal for the purchase at the current market value minus awards. Owner/Developer shall send notice to County of the Owner/Developer's intent to sell or transfer the Project via certified mail, return receipt requested. The County shall have one hundred eighty days from the date of receipt of the notice in order to provide the Owner/Developer written acceptance or refusal of the offer. Moreover, in the event of a sale during the affordability period (voluntary or involuntary), the Owner/Developer shall pay to the County a proportionate amount of any equity created by the use of State Housing Initiative Partnership Program Investment funds as set forth in the mathematical formula contained in 24 CFR 92.254(a)(4).

F. In the event the above-stated conditions are not met, the loan for the Project hereunder as to both principal and interest shall be due in full upon the sale, transfer, or refinancing of the Project.

G. Notwithstanding, payment of principal and interest in full, these restrictions shall remain in full force and effect for the term of this Agreement.

H. A default shall be the occurrence of any of the following events, and upon that occurrence the County may, at the County's discretion, declare all sums secured by the Owner/Developer to be immediately due and payable:

- a. Non-performance by the Owner/Developer of any covenant, agreement, term or condition of the Mortgage, or of the Note, or of any other agreement made by the Owner/Developer with the County in connection with such indebtedness, after the Owner/Developer has been given due notice, as described hereafter, by the County of such non-performance;
- b. Failure of the Owner/Developer to perform any covenant, agreement, term, or condition in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of the Mortgage;
- c. The County's discovery of the Owner/Developer's failure in any application of the Owner/Developer to the County to disclose any fact deemed by the County to be material, or the making therein, or in any of the agreements entered into by the Owner/Developer with the County (including, but not limited to, the Note and Mortgage) of any misrepresentation by, on behalf of, or for the benefit of the Owner/Developer.

I. Upon the occurrence of a default, the County shall notify the Owner/Developer of such default in writing, specifying:

1. The breach; and
2. The action required to cure such breach; and

3. A date not less than thirty days from the date the Notice is hand delivered or mailed to the Owner/Developer which such breach must be cured.

J. If the default is not cured on or before the date specified in the Notice, the County, at the County's sole option, may declare all of the sums secured by the Mortgage to be immediately due and payable without further demand.

K. The County shall give prior written notice of acceleration or default under the subordinate lien to any superior Mortgage Holders.

L. All sums repaid under the terms of this Agreement shall be paid to Brevard County Board of County Commissioners in care of the Housing and Human Services Department.

SECTION XI: ADMINISTRATIVE REQUIREMENTS:

A. Record Keeping

1. The Owner/Developer shall be responsible for maintaining a project file and tenant files, with documentation relevant to this project such as, but not limited to, proposal, agreement, financial expenditures, reports, tenant income, and correspondence. All records shall be presented and maintained in sufficient detail as required to ensure a proper audit.

2. Record Retention

The Owner/Developer shall retain sufficient records demonstrating compliance with the terms of this agreement for a period of five years after the expiration date of the agreement. If any audit findings have not been resolved at the end of the five-year period, the records shall be retained until resolution of the audit findings. State auditors and any persons duly authorized by the County shall have full access to and shall have the right to examine any of said materials upon request.

General records for all rental housing units shall be maintained for five years after expiration or termination of the agreement period. Records regarding tenant income, rent and inspection information shall be maintained for the most recent five years, until five years after the affordability period ends.

3. Public Records

- a. Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Owner/Developer of the request and the Owner/Developer shall provide the records to the County or allow the records to be inspected or copied within twenty-four hours

(not including weekends or legal holidays) of the request so the County can comply with the requirements of Chapter 119, Florida Statutes, Florida Public Records Law. The Owner/Developer may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

b. If Owner/Developer fails to provide the requested public records to the County within a reasonable time, the Owner/Developer may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties pursuant to Section 119.10, Florida Statutes. The Owner/Developer's failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination. If Owner/Developer claims certain information is exempt and/or confidential, it must cite to specific statutory provisions or case law in order to justify removal or redaction of said information.

c. Should the County face any legal action to enforce inspection or production of the records within the Owner/Developer's possession and control, the Owner/Developer agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Owner/Developer shall hire and compensate attorney(s) to represent the Owner/Developer and County in defending such action. The Owner/Developer shall pay all costs to defend such action, and any costs and attorney's fees awarded pursuant to Section 119.12, Florida Statutes.

d. **IF THE OWNER/DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER/DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS BRITTANY RAY AT BRITTANY.RAY@BREVARDFL.GOV – AT 2725 JUDGE FRAN JAMIESON WAY, BLDG B-106, VIERA, FLORIDA 32940 AT (321) 633-2076.**

B. Reporting

1. The Owner/Developer shall submit a Monthly Progress Report attached hereto as Attachment E.
2. At total lease up the Owner/Developer shall submit a Demographic and Tracking Report attached hereto as Attachment F.

3. The Owner/Developer shall submit a Project Compliance Report yearly, attachment hereto as Attachment G.
4. The County retains the right to change the reporting requirements or data elements with notice to the Owner/Developer without an amendment to this agreement.

SECTION XII: REQUEST FOR DISBURSEMENT OF FUNDS/PAYMENT PROCEDURES:

A. The Owner/Developer shall submit a Housing and Human Services Department Request for Reimbursement Invoice Form, attached hereto and made a part hereof by reference as Attachment H, according to the following conditions:

B. For new construction or reconstruction housing projects, payment requests shall be limited to five progress draws, with the sixth draw being the final payment.

C. For rehabilitation projects exceeding \$15,001.00, payment requests shall be limited to three progressive draws, with the fourth draw being the retainage and final payment. A 10% retainage shall be applied to each draw and shall be payable as per Section XII (J).

D. For rehabilitation projects less than \$15,000.00, payment requests shall be limited to one draw and shall have no retainage applied.

E. The Owner/Developer shall abide by the Draw Schedule attached hereto and made part hereof by reference as Attachment I.

F. The Owner/Developer shall only request disbursement of SHIP funds when the funds are needed to pay eligible costs as per the Draw Schedule. Eligible costs incurred by the Owner/Developer shall be based on the construction Draw Schedule, as completed by the Owner/Developer.

G. Upon request for payment of funds by the Owner/Developer, the County shall perform an inspection of construction work prior to payment approval.

H. After the initial payment, of the first draw, payments for the subsequent draw requests shall be issued upon a release of lien or proof of payment of the previous Owner/Developer Draw Request.

I. For a new construction or reconstruction project, the final payment shall be made upon issuance of a Certificate of Completion or Certificate of Occupancy from the local building department and final approval by the County. Full release of liens, final inspection from the County, and proof of warranty from the General Contractor shall be provided by the Owner/Developer before the final payment is processed.

J. For a rehabilitation project over \$15,001.00, the final payment shall be made upon issuance of release of liens or proof of payment of the previous Owner/Developer Draw Request.

K. Upon receipt of supporting documentation, construction payments will be sent directly to the Owner/Developer, payable to the Owner/Developer.

L. Failure to submit the required documentation will result in payment delays. The County shall pay the Owner/Developer within forty-five working days from receipt of approved payment request.

M. Failure to request a payment/disbursement within a twelve-month period, regardless of if previous requests for disbursement have been made will result in the Owner/Developer providing a written narrative with the reason(s) to the County. Failure to provide a written narrative may result in the cancellation of the project.

SECTION XIII: GENERAL CONDITIONS:

A. **Indemnification:** The Owner/Developer shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Owner/Developer, or anyone directly or indirectly employed by the Owner/Developer, or anyone for whose acts may be liable, regardless of whether or not it is caused, in whole or in part, by a party indemnified hereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Owner/Developer, or anyone for whose acts may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial Owner/Developer, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

B. **Amendments/Modifications to Agreement:** This agreement, together with any attachments, task assignments and schedules constitute the entire agreement between the County and the Owner/Developer and supersedes all prior written or oral agreements or understandings. This agreement and any attachments, task assignments and schedules may only be amended, supplemented, or cancelled by a written instrument duly executed by the parties hereto. The Director of Housing and Human Services Department or designee shall have authority to execute all amendments and/or modifications to this Agreement.

C. **Insurance:** The Owner/Developer and/or the rental management company shall at their own expense, keep in force and at all times maintain, during construction and then during the term of this Agreement, the insurance as listed below. The Owner/Developer will also be responsible for any losses incurred due to theft, vandalism, or any other related losses until which time the property is sold.

1. General Liability Insurance: General Liability Insurance issued by responsible insurance companies, and in a form acceptable to the County, with combined single limits of not less than One Million Dollars \$1,000,000.00 for Bodily Injury and Property Damage per occurrence.
2. Directors and Officers Insurance: Directors and Officers coverage with minimum limits of One Million Dollars \$1,000,000.00.
3. Workers' Compensation Coverage: Full and complete Workers' Compensation Coverage, as required by the State of Florida law shall be provided.
4. Property Insurance: Coverage providing all risk insurance including windstorm protection, in an amount equal to the replacement cost of the structure.
5. Builders Risk Insurance: The Owner/Developer shall require that the General Contractor carry Builders Risk Insurance. Loss limits shall be equal to the value of the construction project, if applicable.

Insurance Certificates: The Owner/Developer shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured. The County shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies, at least thirty days prior to the effective date of said action. Responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida shall issue all insurance policies. The Owner/Developer shall ensure that its insurance of its contracted agents is adequate and sufficient to cover the activities performed under this agreement and that the insurance requirements upon all Owner/Developer conform to and comply with all applicable local, state and/or federal requirements.

D. **Attorney's Fees:** In the event of any legal action to enforce the terms of this agreement, each party shall bear its own attorney's fees and costs.

E. **Governing Law:** This agreement shall be governed, interpreted, and construed according to the laws of the State of Florida.

F. **Compliance with Statutes:** It shall be the Owner/Developer's responsibility to comply with all federal, state, and local laws.

G. **Venue:** Venue for any legal action by any party to this agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

H. **Assignments:** The Owner/Developer shall not assign any portion of the agreement without written permission of the County.

I. **Termination:** If Owner/Developer fails or refuses to perform any of the provisions of this Agreement (hereinafter defined as a “breach”), the County shall give the Owner/Developer written notice of the existence and nature of the breach and Owner/Developer shall have the opportunity to correct such breach within thirty days of receipt of such notice. If Owner/Developer fails to cure the breach within the thirty-day period, County may immediately terminate this Agreement by sending written Notice of Termination to Owner/Developer and such termination shall be effective upon the Owner/Developer’s receipt of the written Notice of Termination. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County shall be responsible only for payment for services provided prior to the effective date of termination. The County may also terminate this Agreement with twenty-four hours written notice based upon the availability of funds as determined by evaluation of the departmental expenditure goals and regulatory compliance by the Brevard County Director, Housing and Human Services Department. If applicable, if Owner/Developer is providing services for another Entity, in accordance with the terms and requirements of this Agreement, Owner/Developer and Entity shall have a separate contract or agreement outlining the terms and conditions of the services the Owner/Developer will be providing. In the event the agreement between Owner/Developer and Entity is terminated, cancelled, or otherwise becomes unenforceable, this agreement shall be immediately terminated. The County shall send the Owner/Developer a Notice of Termination effective the same date as the termination date of the agreement between Owner/Developer and Entity. Owner/Developer shall receive payment for all work performed up to the date of the termination of the agreement between Owner/Developer and the County.

J. **Independent Contractor:** The Owner/Developer shall perform under the terms of this agreement as an independent contractor, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in the agreement shall be interpreted or construed to constitute the Owner/Developer or any of its agents or employees to be the agent, employee or representative of the County.

K. **Right to Audit:** In the performance of this agreement, the Owner/Developer shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection by an authorized representative of the County and shall be retained by the Owner/Developer for the entire term of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement, shall be subject to copyright by Owner/Developer in the United States or any other country.

L. **Audits**

1. If the Owner/Developer is a local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Owner/Developer expends \$750,000 or more in Federal awards in its fiscal year, The Owner/Developer shall have a single or program-specific audit conducted in accordance with the Single Audit Act Amendments of 1996, and 2 CFR Part 200 Subpart F, as revised. In determining the Federal awards expended in its fiscal year, The Owner/Developer shall consider all sources of Federal awards, including Federal resources received from the County. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 Code of Federal Regulations Part 200 Subpart F, as revised. An audit of the Operating Agency conducted by an independent certified public accountant licensed under Chapter 473, Florida Statutes, in accordance with the provisions of 2 Code of Federal Regulations Part 200 Subpart F, as revised, shall meet the requirements of this section. If the Operating Agency expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 Code of Federal Regulations Part 200 Subpart F, as revised, is not required. In the event that the Agency expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 Code of Federal Regulations Part 200 Subpart F, as revised, the cost of the audit shall be paid from non-Federal resources (i.e., the cost of such audit shall be paid from the Operating Agency's resources obtained from other than Federal entities).
2. In accordance with 2 Code of Federal Regulations Part 200 Subpart F, as revised, if applicable, the Owner/Developer shall submit to the County a copy of the audit and all related responses within one hundred twenty days after termination of this Agreement. If unable to meet the audit deadline, the Operating Agency shall submit a written request for an extension approval by the Brevard County Director of Housing and Human Services Department to the following address:

**Juanita Jackson, Director
Housing and Human Services Department
2725 Judge Fran Jamieson Way, Building B-103
Viera, Florida 32940**

The Owner/Developer shall also provide the County with the records, reports, or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement. The Contractor shall provide copies of any monitoring conducted during the term of this Agreement, conducted by any agency or agent, and agency responses to such audits or monitoring within thirty days of receipt in order to facilitate county monitoring requirements. All information shall be sent to address as shown above.

The Owner/Developer shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the County or its designee, the Comptroller, or the Funding Agency access to such records upon request. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved. The Owner/Developer shall ensure that audit working papers are made available to the County, or its designee, the Comptroller, or Funding Agency upon request for a period of three years from the date the audit report is issued, unless extended in writing by the County.

In the event the audit shows that any or all of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Contractor shall reimburse the County of all such funds within thirty days after the County has notified the Owner/Developer in writing of such noncompliance.

M. **Unauthorized Alien Workers:** The County will not intentionally award publicly funded agreement to any Owner/Developer who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 274A(e) of the Immigration and Nationality Act (INA)). The County shall consider an Owner/Developer's intentional employment of unauthorized aliens as grounds for immediate termination of this agreement.

N. **Federal Tax ID Number:** The Owner/Developer shall provide to the County the Owner/Developer's Federal Tax ID Number or, if the Owner/Developer is a sole proprietor, a Social Security Number.

O. **Conflict of Interest:** The Owner/Developer shall not engage the services of any person or persons now employed by the County, including any department, agency board or commission thereof, to provide services relating to this agreement without written consent from the County. The Owner/Developer shall not accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. The Owner/Developer shall not award an agreement or subcontract under this agreement to any company who the Owner/Developer has a financial or any other interest in, including but not limited to employing an employee, an employee of the Owner/Developer or any member of an employee's, agents, or officer's immediate family of the Owner/Developer employee, including officers, employees, agents, consultants or elected or appointed officials. The Owner/Developer and/or any of the aforementioned entities may not occupy a unit unless approved by the County.

P. **Public Entity Crimes** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or

public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as an Owner/Developer, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 (2), Florida Statute, for a period of thirty-six months from the date of being placed on the convicted vendor list.

Q. Information Release/Grantor Recognition: All news releases, publicity releases, or advertisements relating to this agreement, or the tasks or projects associated with the project, shall be submitted in writing to the County and be approved in advance of any release or publication. Releases shall identify the funding entity as well as the funding source.

R. Debarment and Suspension: The County will not intentionally award contracts to any agency or its Owner/Developer and/or subcontractors that:

1. Have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local Department or agency;
2. Have, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b above; and
4. Have, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

S. E-Verify: In accordance with Chapter 448.095, Florida Statutes, a public employer, contractor, or subcontractor may not enter into an agreement unless each party to the agreement registers with and uses the E-Verify System.

1. The County shall not enter into or renew an agreement with a Vendor/Contractor that is not enrolled in E-Verify. Any Vendor/Contractor that has an agreement with the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the agreement term.
2. The County shall verify the Vendor's/Contractor's participation in E-Verify

Program by confirming their enrollment on the Department of Homeland Security E-Verify Website. Vendor's/Contractor's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of an agreement. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.

3. A Vendor/Contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the Vendor/Contractor hires or employs a person who is not eligible for employment. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.
4. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

T. FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF \$100,000 OR MORE.

Section 286.101 of Florida Statutes requires all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said agreement or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any agreement with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such agreement or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any agreement, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined on the enclosed Foreign Influence Disclosure Form. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5% or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

U. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING.

The awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statute, as amended from time to time. If the Agreement is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized companies with Activities in the Iran Petroleum Energy Sector List or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statute.

SECTION XIV: CONSTRUCTION OF AGREEMENT:

The parties hereby acknowledge that they fully reviewed this agreement and its attachments and have had an opportunity to consult with legal counsel of their choice, and that this agreement shall not be construed against any party as if they were the drafter of this agreement.

SECTION XV: SEVERABILITY:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

SECTION XVI: NOTICES:

All notices required or permitted by this Agreement shall be in writing and shall be deemed delivered upon hand delivery, or three days following deposit in the United States Postal System, postage prepaid, return receipt requested, addressed to the parties at the following addresses:

FOR THE COUNTY:

Juanita Jackson, Director
Housing and Human Services Department
2725 Judge Fran Jamieson Way
Building B, Suite 103
Viera, Florida 32940

FOR THE OWNER/DEVELOPER:

Rob Cramp, Executive Director
Housing for Homeless, Inc.
1490 Dignity Circle
Cocoa, FL 32922

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

Reviewed as to form and legal content for
use and reliance of Brevard County only.

L. Rebecca Behl, Assistant County Attorney

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**

Frank Abbate, County Manager

As approved by the Board on: _____

Housing for Homeless, Inc.
1490 Dignity Circle
Cocoa, FL 32922

Rob Cramp, Executive Director

STATE OF FLORIDA
COUNTY OF Brevard County

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, on this ____ day of _____, 2025, _____, who is/are personally known to me or has/have produced _____ as identification.

SEAL

Notary Public – State of Florida
My Commission Expires: _____

ATTACHMENT A
MORTGAGE DEED AND SECURITY AGREEMENT FIFTEEN YEAR TERM

Brevard County Board of County Commissioners

THIS MORTGAGE DEED AND SECURITY AGREEMENT (Mortgage) made, executed and given this ____ day of _____, 2025 by **Housing for Homeless, Inc.** (individually and collectively, Mortgagor) with its principal place of business located at **1490 Dignity Circle, Cocoa, FL 32922**, to and in favor of the **Brevard County Board of County Commissioners**, a political subdivision of the State of Florida, with its principal place of business located at **2725 Judge Fran Jamieson Way, Viera, Florida 32940**, (herein designated as the Mortgagee) for funding assisted with Brevard County State Housing Initiative Partnership Program funds for a rental unit for persons whose income is at or below fifty percent of the Area Median Income.

WITNESSETH, that for diverse good and valuable consideration of the aggregate sum named in the promissory note **\$11,400**, which reference includes renewals thereof, hereinafter described, the Mortgagor does grant, bargain, sell, alien, remise, release, convey and confirm unto thee Mortgagee, in fee simple, all that certain tract of land, together with all improvements therein or thereon or as hereinafter described below, of which the Mortgagor is now or hereafter seized and possessed, located in Brevard County, State of Florida, as described at:

Lot 19, Gardendale – Unit Three, according to the plat thereof, as recorded in Plat Book 14, page 141, of the Public Records of Brevard County, Florida

a/k/a 456 Fern Ave, Titusville, FL 32796

TOGETHER with all and singular the structures, improvements and appurtenances thereunto which are now or hereafter placed upon said Property and the fixtures, machinery, equipment, and articles of personal property attached thereto or used in connection therewith, and all rents, issues, proceeds and profits accruing and to accrue from the Property and any deposits, fees and prepayments made to regulatory agencies for the benefit of the Property and any permits or reserved capacities or utility service obtained in consideration therefore, and all of the rights, title and interest of the Mortgagor of, in and to the lands lying in the bed of any street, road, avenue, alley or right-of-way in front of or adjoining the Property and to the strips and gores of land adjacent to or adjoining the Property or incidental thereto and in and to any and all water rights, easements and all of the estate and rights of the Mortgagor in and to the Property, all of which are included within the foregoing description and the addendum hereof, and all gas, steam, electric, water and other heating, cooking, refrigerating, lighting, plumbing, ventilating, irrigating, and power systems, machines, appliances, fixtures and appurtenances, which are now or hereafter pertain to or be used with, in or

on the Property, even though they may be detached or detachable, with every privilege, right, title, interest and estate, dower and right of dower, reversion and easement thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and also in the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the Mortgagor in and to the same and every part and parcel thereof unto the Mortgagee in fee simple.

The Mortgagor, and Mortgagor's heirs, legal representatives, successors and assigns, hereby covenants with Mortgagee that Mortgagor is indefeasibly seized of the Property in fee simple; that the Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for Mortgagee, at all times peaceably and quietly, to enter upon, hold, occupy and enjoy the Property and every part thereof; that said

Property is free from all encumbrances, except as stated herein; that Mortgagor and Mortgagor's heirs, legal representatives, successors, and assigns, will make such further assurances to perfect the fee simple title to the Property in Mortgagee as may reasonably be required; and that Mortgagor does hereby fully warrant the title to the Property and every part thereof and shall defend the same against the claim of all persons whomsoever.

PROVIDED ALWAYS that, if Mortgagor shall pay unto the Mortgagee the indebtedness stated in the Note, a copy or copies of which is/are attached hereto and made a part hereof by reference, and shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every of the stipulations, agreements, conditions and covenants of the Note and this Mortgage, then this Mortgage and the estate hereby created shall cease and be null and void; otherwise, the Mortgagee may, at the Mortgagee's option, declare the entire balance of the indebtedness secured hereby due and payable. The principal sum together with interest thereon at the rate of zero percent annum, shall become due at the completion of the **term of this agreement** period, except that the entire principal shall be forgiven at the completion of the entire term of this agreement in accordance with the term of the year mortgage note.

AND MORTGAGOR DOES HEREBY COVENANT TO AND AGREE WITH MORTGAGEE AS FOLLOWS:

1. To pay all and singular the principal and interest and other sums of money payable by virtue of the Note and Mortgage, or either, promptly on the days respectively the same severally come due. To perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants set forth in the Note and this

Mortgage. The principal sum together with interest thereon at the rate of zero percent annum, shall be forgiven at the completion of the **fifteen**-year period.

2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on the Property each and every when due and payable, according to law, before they become delinquent; and, if the same shall not be promptly paid, the Mortgagee, at any time, either before or after delinquency, may pay the same without waiving or affecting its option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the highest legal rate permitted by the laws of the State of Florida, payable monthly, until repaid, and each such payment, together with said interest thereon, shall be secured by the lien of this Mortgage.

3. To keep the buildings and all equipment and personal property now or hereafter on the Property covered by this Mortgage insured in a sum equal to at least the balance of the Note and equal to an amount sufficient to comply with any co-insurance requirements covering the same under the laws of the State of Florida and the insurance contract, covering loss from both fire and extended coverage, making the loss under said policies, each and every, payable to Mortgagee as its interest may appear and naming Mortgagee as additional insured; and the policy or policies shall be held by Mortgagee and in the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of indebtedness hereby secured or may permit Mortgagor to receive and use it or any part thereof for other purposes, without thereby waiving or impairing any equity, lien or right under and by virtue of this Mortgage. Mortgagee may place and pay for such insurance, or any part thereof, without waiving or affecting its option to foreclose or any right hereunder, and each and every payment so made shall bear interest from date thereof at the highest legal rate permitted by the laws of the State of Florida, payable monthly, until repaid, and each such payment, together with said interest thereon, shall be secured by the lien of this Mortgage.

4. To permit, commit or suffer no waste, impairment or deterioration of the Property, or any part thereof, and, upon the failure of the Mortgagor to keep the buildings or other improvements on the Property in good condition and repair, Mortgagee may demand the immediate repair of said buildings or other improvements or an increase in the amount of security or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee, for a period of thirty days, shall constitute a breach of the Mortgage and, at the option of Mortgagee, immediately mature the entire amount of principal and interest hereby secured, and Mortgagee immediately and without notice may institute proceedings to foreclose this Mortgage and may apply for and have appointed a receiver, as hereinafter provided.

5. The Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property; provided that the Mortgagee shall give the Mortgagor

reasonable notice prior to any such inspection with reasonable cause related to the Mortgagee's interest in the Property.

6. To deliver to Mortgagee, on or before March 15 of each year, tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year, to deliver to Mortgagee receipts evidencing the payment of all liens for public improvements within forty five days after the same shall become due and payable; and to pay or discharge within ten days after due date any and all government levies that may be made on the Property, on this Mortgage or Note, or in any other way resulting from the indebtedness secured by this Mortgage; and, if this condition be not complied with and performed, Mortgagee may, without waiving or affecting its option to foreclose, pay such sum or sums which shall become part of the debt secured by this Mortgage and which shall bear interest, payable monthly until repaid, at the highest legal rate permitted by the laws of the State of Florida.

7. The Mortgagor shall indemnify and hold the Mortgagee harmless from and against all costs, expenses, liabilities, suits, claims and demand of every kind or nature by or on behalf of any person whomsoever arising out of any accident, injury or damage which may happen in, on or about the property, and for any matter or thing growing out of the condition, occupation, maintenance, modification, or use of the property.

8. That, in the event of a breach by Mortgagor of any covenant contained in this Mortgage or in the Note or, Land Use Restriction Agreement, or if applicable, in an Acquisition & Preservation Loan Agreement or Construction Loan Agreement between Mortgagor and Mortgagee and covering the Property, or any part thereof, the terms of such agreement being incorporated herein by reference, Mortgagee is entitled to receive all rents, issues, proceeds and profits accruing and to accrue from the Property pursuant to Section 697.07, Florida Statutes and, upon Mortgagor's receipt of a written demand made by Mortgagee, all future payments shall be paid directly to Mortgagee. If a receiver is appointed by a court having jurisdiction hereof, pursuant to Paragraph 9 or other provisions of this Mortgage, the order appointing such a receiver may direct that said rents, issues, proceeds, profits shall be paid to the receiver after the date of appointment. Nothing in this paragraph shall require the appointment of a receiver or excuse Mortgagor from failing to make payments directly to Mortgagee upon receipt of written demand, therefore.

9. That Mortgagee is entitled to the appointment of a receiver even if the market value of the Property exceeds the amount of balance owed on the Note and additional charges due under this Mortgage and the Note.

10. If proceedings under any bankruptcy or insolvency law are commenced by or against Mortgagor or if a general assignment for the benefit of creditors is made by Mortgagor, whether under state or federal law, or a trustee or receiver of all or a substantial part of Mortgagor's property, whether or not covered by the lien of the Mortgage, is appointed, then, at Mortgagee's option and if permitted by law, the whole

of the unpaid principal sum and accrued interest remaining unpaid on the Note shall become immediately due and payable.

11. That, if a guarantor of the payment and performance of the covenants, conditions and agreements of this Mortgage and the Note shall die or if a petition shall be filed for any relief under the provisions of the federal Bankruptcy Act or any state insolvency statute by or against a guarantor or if a guarantor shall make a general assignment for the benefit of creditors or if a receiver shall be appointed for substantially all of the property of the guarantor, then, and in any of the foregoing events, the Note shall become immediately due and payable at the option of the Mortgagee.

12. That, if all or any part of the Property or an interest therein is sold or transferred by Mortgagor, whether voluntary or involuntary, without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer for which such waiver of option is requested, the Mortgagee and the person or entity to whom the Property is to be sold or transferred reach agreement in writing that the credit of such third party is satisfactory to Mortgagee and that the interest payable on the Note shall be at such rate as Mortgagee shall request. If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagor notice of acceleration and such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagor shall pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Mortgagee may, without further notice demand on Mortgagor, invoke any remedies permitted by this Mortgage and the Note.

13. If the Property or any part thereof shall be condemned and taken for public use under the power of eminent domain, Mortgagee shall have the right to require that all damages awarded for the taking of or damages to said Property shall be paid to Mortgagee up to the aggregate amount then unpaid on the Note and credited to the payment or payments last payable thereon.

14. That time is of the essence of this Mortgage and of the Note and no waiver of any obligation hereunder or in the Note shall at any time thereafter be held to be a waiver of the terms hereof or of the Note or other instruments secured hereby.

15. To comply with all the terms, provisions and conditions of any superior mortgage or lien encumbering the Property, including, but not limited to, those applicable to the payment of the principal and interest due under said superior mortgage or lien or *deed restrictions*. If Mortgagor fails to comply with each and every one of the terms, provisions and conditions of said encumbrance, the failure to comply or default

on Mortgagor's part shall constitute a default under this Mortgage and the Note shall entitle Mortgagee, at its option, to exercise any and all of its rights and remedies hereunder. If foreclosure proceedings of any superior or inferior mortgage or any senior or junior lien of any kind should be instituted, Mortgagee may, at Mortgagee's option, immediately or thereafter, declare this Mortgage and the entire indebtedness secured hereby due and payable.

16. To the extent of the indebtedness of the Mortgagor to Mortgagee described herein, or secured hereby, Mortgagee is hereby subrogated to the lien or liens and to the rights of the Owner/Developers and holders of each and every mortgage, lien or other encumbrance on the Property which is or has been paid or satisfied, in whole or in part, out of the proceeds of the Note and the respective liens of said mortgages, liens, Deed Restrictions attached to this Mortgage Agreement or other encumbrances, shall be, and the same are hereby, preserved and shall pass to and be held by the Mortgagee herein as a security for the indebtedness to Mortgagee herein described or hereby secured to the same extent that it would have been passed to and held by Mortgagee, had it been duly and regularly assigned, transferred, set over and delivered unto Mortgagee by separate assignment, notwithstanding the fact that the same may be satisfied and canceled of record.

17. To pay all and singular the costs, charges and expenses, including reasonable attorney's fees and costs of abstracts of title, incurred or paid at any time by Mortgagee because or in the event of the failure on the part of the Mortgagor to duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every the stipulations, agreements, conditions and covenants of the Note and this Mortgage, any or either, and said costs, charges and expenses, each and every, shall be immediately due and payable whether or not there be notice, demand, attempt to collect or suit pending; then the full amount of each and every such payment shall bear interest from the date thereof until paid at the highest legal rate permitted by the laws of the State of Florida; and all said costs, charges and expenses so incurred or paid, together with such interest, shall be secured by the lien of this Mortgage. Reference herein to "reasonable attorney's fees" shall include attorney fee incurred by the Mortgagee for appellate and bankruptcy proceedings incident to any action brought hereunder or upon the Note.

18. That, if any word, clause, term, phrase or paragraph used in the Note or this Mortgage should be held to be unenforceable by any court of competent jurisdiction, the same shall not affect, alter or otherwise impair the meaning of any other word, clause, term, phrase or paragraph in the Note and Mortgage, and the same shall stand in full force and effect and shall be obligatory upon the parties hereto and the assignees, heirs and legal representatives of the parties hereto.

19. That, except for any notice required under applicable law to be given in another manner, any notice to Mortgagee provided for or given pursuant to this Mortgage shall be given by mailing such notice, postage prepaid, by United States

registered or certified mail, return receipt requested, to Mortgagee's address as stated herein or in the Note secured hereby or to such other address as Mortgagee may designate, in writing, by notice to Mortgagor from time to time.

20. That all remedies provided in this Mortgage or in the Note, other instrument secured hereby or incorporated by reference herein, are distinct and cumulative to any other right or remedy under this Mortgage or such other instrument or afforded by law or equity and may be exercised concurrently, independently, or successively. The Note shall become due at the option of Mortgagee if any representation or warranty made or given by Mortgagor or otherwise made in writing in connection with the transaction evidence by this Mortgage shall prove to have been false or incorrect in any material respect as of date hereof and such defect (if curable) shall not have been cured within seven days from the date of the mailing of notice thereof to the Mortgagor.

21. That, notwithstanding anything to the contrary contained in this Mortgage or in the Note or in any other instruments securing the Note, Mortgagee may, at Mortgagee's option, declare the entire indebtedness secured hereby, together with all interest thereon and all advances made by the Mortgagee hereunder, immediately due and payable in the event of the breach by Mortgagor of any covenant contained in this Mortgage or in the Note or, if applicable, in the Acquisition & Preservation Loan Agreement or a Construction Loan Agreement referred to in Paragraph 8. In the event of any conflict between the terms of this Mortgage and the terms of said loan agreement, the terms of the loan agreement shall prevail.

22. To collaterally assign, coincident herewith or hereafter, to Mortgagee, any lease, or leases of all or of any portions of the Property. If such assignment is made and accepted by Mortgagee, Mortgagor shall perform promptly each and every covenant and agreement of any such lease that is to be kept or performed by the Mortgagor in Mortgagor's capacity as lessor and any violation on Mortgagor's part of any covenant or agreement in any such lease or in the assignment of said lease that is to be kept or performed by Mortgagor, or any violation on Mortgagor's part of any agreement by Mortgagor set out in such Assignment of Lease, shall constitute a breach of this Mortgage and thereupon Mortgagee may, at its option, without notice, declare the Note immediately due and payable. Mortgagor will advise Mortgagee promptly of the execution hereafter of any lease of all or any part of the Property and shall, upon Mortgagee's request, submit to Mortgagee for examination and approval any such lease. If Mortgagee so requests, Mortgagor shall specifically collaterally assign such lease to Mortgagee (in form acceptable to Mortgagee) and it is agreed that the provisions of this Mortgage with regard to Mortgagor's obligations and Mortgagee's rights with respect to leases and collateral assignment of the same shall apply to all such additional leases and assignments thereof. Mortgagee may, at its option, perform any covenant or provision of any such lease for and on behalf of the Mortgagor and at the Mortgagor's expense and any amount advanced for this purpose shall bear interest at the same rate as for other advances and shall be secured by this Mortgage and shall

be payable upon demand. The security interest created by the following paragraph of this Mortgage is specifically intended to cover and include all leases of the Property, together with all amendments and supplements thereto, between Mortgagor as lessor and any tenants named therein as lessees including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacements of said leases, together with all the right, title and interest of Mortgagor as lessor hereunder, including, without and any tenants named therein as lessees, including all extended terms of all extensions and limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any and all of the rents, income, revenue, issues, profits and moneys payable as damages or in lieu of the rent, and moneys payable as the purchase price of the Property, or any part thereof, or of awards of claims for money and other sums of money payable or receivable hereunder, howsoever payable; and to bring actions and proceedings hereunder or for the enforcement thereof; and to do any and all things which Mortgagor or any lessor is or may be entitled to do under the lease, provided that the assignment made by this paragraph and the collateral assignment of lease, if any, entered into simultaneously herewith or subsequent hereto shall not impair or diminish any obligations of Mortgagor under the lease nor shall any obligations be imposed upon the Mortgagee, except at Mortgagee's option, to perform any duties or obligations imposed by the terms of the lease upon the Mortgagor as lessor in said lease. Nothing herein contained, including the acceptance of a Collateral Assignment of Lease by Mortgagee, shall subordinate the lien of this Mortgage to such lease unless such subordination is specifically provided for herein or by separate written instrument executed by Mortgagee.

23. That, in addition to all other right, title and interest of Mortgagor granted, mortgaged, conveyed, pledged and assigned herein, or in instruments collateral hereto, Mortgagee shall have, and there is hereby created in favor of Mortgagee, a security interest in all equipment and fixtures now or hereafter attached to or used in connection with the Property, as well as any other property of Mortgagor as may be useful and necessary for operation of the Property, including, but not limited to, electrical, plumbing, heating and cooling systems, it being the intention of the parties hereto that, so far as may be permitted by law, all property of the character hereinabove described, which is now owned or is hereafter acquired by Mortgagor and is affixed, attached, or annexed to or used in connection with the Property, shall be and remain or become and constitute a portion of the Property and be subject to the lien of the security interest created by this Mortgage, together with all rents, income, revenues, issues and profits thereof and present and continuing right in the Mortgagee to make claim for, collect, receive and receipt for the same. Mortgagor will not remove, attempt to remove, or permit to be removed any part of the Property, which includes items described in the security instrument referenced in Paragraph 22, without first and prior to removal thereof, having received permission in writing for such removal from Mortgagee. Mortgagor will immediately execute such Financing Statements and renewals thereof as may be periodically requested by Mortgagee. If Mortgagor fails or refuses to comply

with such request, Mortgagee is irrevocably authorized to execute such documents as Mortgagee's attorney-in-fact.

24. To not use, nor knowingly permit the use of, the Property or any part thereof for any unlawful purpose or for the commission of a nuisance.

25. That neither the provisions of this Mortgage, nor of the Note, shall have the effect of or be construed as requiring or permitting the Mortgagor to pay interest in excess of the highest rate per annum allowed by the laws of the State of Florida on any item or items of indebtedness referred to in the Note or this Mortgage and, if any such excess interest be charged or paid, written notification thereof shall be given by Mortgagor to Mortgagee and such excess interest, together with interest thereon at the legal rate, shall, at Mortgagor's option, either be credited to the unpaid principal indebtedness secured hereby or reimbursed to the Mortgagor.

26. That any part of the security herein described and covered by the lien or this Mortgage may be released with or without consideration and without regard to the amount of consideration furnished without in anywise altering, varying or diminishing the force, effect or lien of this Mortgage or any renewal or extension of it, and the same shall continue as a lien on all Property not expressly released until all sums, with interest and charges hereby secured, be fully paid.

27. That the terms "hazardous waste", "hazardous substance", "disposal", "release", and "threatened release", as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et. Seq., ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA") the Hazardous Materials Transportation Act. 49 U.S.C. Section 6901, et. Seq., or other applicable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing. Mortgagor represents and warrants to Mortgagee that: (a) during the period of Mortgagor's Owner/Developer ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property; and (b) Mortgagor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Mortgagee in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any prior Owner/Developers or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) except as previously disclosed to and acknowledged by Mortgagee in writing, (i) neither Mortgagor, nor any tenant, Owner/Developer, agent or other authorized present or future user of the Property, shall use, generate, manufacture, store, treat, dispose of or release any hazardous waste or substance on, under or about the Property and (ii) any activity on the Property shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances, including, without limitation, those laws, regulations and ordinances

described above. Mortgagor authorizes Mortgagee and Mortgagee's agents to enter upon the Property to make such inspections and tests as Mortgagee may deem appropriate to determine compliance by Mortgagor and the Property with the provisions hereof. Any inspections or tests made by Mortgagee shall be for Mortgagee's purposes and benefit only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagor or to any other person or entity, governmental or otherwise. The representations and warranties continued herein are based on Mortgagor's due diligence in investigating the Property for hazardous waste. Mortgagor (a) releases and waives any present or future claims against Mortgagee for indemnity or contribution if Mortgagor becomes liable for cleanup or other costs under such laws, and (b) agrees to indemnify and hold harmless Mortgagee against any and all claims, losses, liabilities, damages, penalties and expenses which Mortgagee may directly or indirectly sustain or suffer resulting from a breach of this provision or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior or subsequent to Mortgagor's Owner/Developer ownership or interest in the Property, whether or not the same was or should have been known to Mortgagor. The provisions of this paragraph, including the obligation to indemnify, shall survive the payment of the Note and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Mortgagee's acquisition of any interest in the Property, whether by foreclosure or otherwise.

28. To maintain the Property, at Mortgagor's sole expense, and make such repairs and renovations as may, during the term of this Mortgage, be required for compliance with The Americans with Disabilities Act, 42. U.S.C. 12101, et. Seq. and amendments thereto (ADA). Any notice or warning of violation or noncompliance of or with the provisions of ADA received by Mortgagor shall be sent in accordance with Paragraph 18 to Mortgagee within ten days after receipt thereof and Mortgagor shall have a period of thirty days thereafter (unless a shorter term is imposed by the notice or warning) within which to furnish to Mortgagee a written plan and time schedule for correcting the deficiency in accordance with the requirements of ADA.

29. This Mortgage shall, at the option of the Mortgagee, secure, in addition to the debt evidenced by the Note, any other liability or liabilities owned by the Mortgagor to the Mortgagee, whether direct or indirect, secured or unsecured, contingent or fixed, now due or to become due, or which may hereafter be contracted by virtue of any advances, disbursements, payments, charges or costs made or incurred by the Mortgagee under the terms of this Mortgage or any other instrument including, but not by way of limitation, promissory notes, guaranties, financing statements, security agreements, endorsements and overdrafts, though the aggregate outstanding amount at any time may exceed the amount originally secured hereby. Mortgagee shall be entitled to receive and retain the full amount of the debt evidenced by the Note and the other liabilities herein described in any action for foreclosure, redemption by the Mortgagor, accounting for the proceeds of a foreclosure sale, accounting for insurance proceeds or condemnation award.

30. To waive and renounce to the extent permitted by law any and all homestead and exemption rights Mortgagor may now or hereafter have as against the payment of the obligation evidenced or secured hereby, or any portion thereof, or any other obligation or damage that may accrue to Mortgagee's benefit under the terms of the Note and this Mortgage.

31. To pay to Mortgagee a transfer fee each time the legal or beneficial title to the Property is conveyed or assigned. The amount of such fee will be a specified amount or a percent of the principal balance remaining unpaid on the Note at the time of conveyance or assignment, except that such transfer fee shall not exceed one percent of the then principal balance or \$300.00, whichever is greater. The collection of a transfer fee shall not be construed as authorizing the assumption of this Mortgage other than as provided hereinabove.

32. That Mortgagee shall not be responsible or liable to anyone other than the Mortgagor for Mortgagee's disbursement of or failure to disburse the funds or any part thereof evidenced by the Note, and no third party, including any creditor or subrogate of the Mortgagor, shall have any claim or right against the Mortgagee under this Mortgage or the Note for Mortgagee's administration of disbursement, nor shall the Mortgagee be liable for the manner in which any disbursements under this Mortgage or the Note may be applied or misapplied by the Mortgagor.

33. In this Mortgage and the Note, the singular shall include the plural and the masculine shall include the feminine and neuter. Whenever the term Mortgagor is used herein, it shall include corporate and individual mortgagors, their heirs, personal representatives, trustees in dissolution, assigns and successors in interest in title to the Property.

34. This Mortgage, the Note, and other instruments incidental hereto or referenced herein shall be construed according to the laws of the State of Florida, and the venue for any litigation brought on account of or incidental to this Mortgage shall be Brevard County, Florida, except that any foreclosure of this Mortgage will be filed in the county wherein the Property is located.

35. Mortgagee and Mortgagor hereby knowingly, voluntarily, and intentionally waive the right either may have to a trial by jury in respect to any litigation based hereon, or arising out of, under or in connection with this Mortgage and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or action of either party. This provision is a material inducement for Mortgagee entering into this transaction with Mortgagor.

36. Upon fulfillment of the requirements of this Mortgage, Note and Deed Restriction, the Mortgagee shall record a Satisfaction of Mortgage with the Clerk of the Court, Brevard County, Florida.

Housing & Human Services
2725 Judge Fran Jamieson Way, B-106
Viera, FL 32940

IN WITNESS WHEREOF, the Mortgagor has signed and sealed this Mortgage,
the day and year first above written.

WITNESS:

Signature
Date: _____

Print

Address

City, State, Zip Code

Signature
Date: _____

Print

Address

City, State, Zip Code

Housing for Homeless, Inc.

1490 Dignity Circle
Cocoa, FL 32922

Rob Cramp, Executive Director

Date: _____

**STATE OF FLORIDA
COUNTY OF BREVARD COUNTY**

The foregoing instrument was acknowledged before me, by means of ☐ physical
presence or ☐ online notarization, on this _____ day of _____, 2025,
by _____, who is/are personally known to me or has/have produced
_____ as identification.

SEAL

Notary Public – State of Florida

My Commission Expires: _____

ATTACHMENT B
FIFTEEN YEAR MORTGAGE NOTE

Brevard County Board of County Commissioners
Brevard County, Florida

\$11,400

DATE:_____

For Value Received, the undersigned promises to pay to the order of Brevard County Board of County Commissioners, 2725 Judge Fran Jamieson Way, Building B, 1st Floor, Viera, Florida, the principal sum of **\$11,400** together with interest thereon at the rate of zero percent per annum, shall be forgiven at the completion of the fifteen years. The Mortgage note shall become due within fifteen years if all or any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Mortgagor is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if the Mortgage is satisfied or refinanced, or if the Property is not utilized for affordable housing for persons with low income as defined by the HUD guidelines federal, state and local regulations. **The Lender reserves the first right of refusal for the purchase at the current market value minus awards** or to have all sums secured by this Mortgage become payable upon demand. In the event Borrower proposes to sell or transfer the Project, Borrower shall send notice to Lender of the Borrower's intent to sell or transfer the Project via certified mail, return receipt requested. The Lender shall have 180 days from the date of receipt of the notice in order to provide the Borrower written acceptance or refusal of the offer. In the event of a sale during the affordability period (voluntary or involuntary), Owner/Developer shall pay to County a proportionate amount of any equity created by the use of State Housing Initiative Partnership Program funds as set forth in the mathematical formula contained in 24 CFR 92.254(A)(4).

Upon fulfillment of the terms of this Mortgage, at the end of the fifteen years from the date of this note, this note shall be extinguished in full.

THIS NOTE is secured by a Mortgage dated _____ **2025**, herewith and is to be construed and enforced according to the laws of the State of Florida; upon violation of the terms of the Mortgage and this note, the whole sum of the principal Failure to exercise this option by Brevard County shall not constitute a waiver of the right to exercise the same in the event of subsequent default.

A default shall be the occurrence of any of the following events, and upon that occurrence the Lender may, at the Lender's option, declare all sums secured by the Mortgage to be immediately due and payable.

- a. Nonperformance by the Borrower of any covenant, agreement, term, or condition of the Mortgage, or of the Note, or of any other agreement made by the

Borrower with the Lender in connection with such indebtedness, after the Borrower has been given due notice, as described hereafter, by the Lender of such nonperformance;

b. Failure of the Borrower to perform any covenant, agreement, term, or condition in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of the Mortgage;

c. The Lender's discovery of the Borrower's failure in any application of the Borrower to the Lender to disclose any fact deemed by the Lender to be material, or the making therein, or in any of the agreements entered into by the Borrower with the Lender (including, but not limited to, the Note and Mortgage) of any misrepresentation by, on behalf of, or for the benefit of the Borrower; and

d. If property does not remain the principal residence of the Borrower, or if all or any part of the property or an interest therein is rented, leased, sold, or transferred by the Borrower.

OPTION OF LENDER UPON THE EVENT OF A DEFAULT: Upon the occurrence of a default, the Lender shall send, or hand deliver the Notice to the Borrower as is provided in Section XV of the Rental Housing State Housing Initiative Partnership Program Agreement, specifying:

a. The breach;

b. The action required to cure such breach; and

c. A date not less than thirty days from the date the Notice is hand delivered or mailed to the Borrower by which such breach must be cured.

If the default is not cured on or before the date specified in the Notice, the Lender, at the Lender's option, may declare all of the sums secured by the Mortgage to be immediately due and payable without further demand.

The Lender shall give prior written notice of acceleration or default under the subordinate lien to the Mortgage Holder.

All sums repaid under the terms of this Agreement shall be paid to Brevard County Board of County Commissioners in care of Housing and Human Services Department.

Housing for Homeless, Inc.

1490 Dignity Circle
Cocoa, FL 32922

NAME AND TITLE

Date: _____

ATTACHMENT C LAND USE RESTRICTION AGREEMENT

This LAND USE RESTRICTION AGREEMENT (hereinafter called the Agreement) is made and entered into as of this ____ day of _____, 2025 between **Housing for Homeless, Inc.** (hereinafter called the (Owner/Developer) and **Brevard County Board of County Commissioners**, a political subdivision of the State of Florida (hereinafter called the County) for property to be located at:

Lot 19, Gardendale – Unit Three, according to the plat thereof, as recorded in Plat Book 14, page 141, of the Public Records of Brevard County, Florida

a/k/a 456 Fern Ave, Titusville, FL 32796

PREAMBLE

WHEREAS, the County has agreed under certain conditions to issue a deferred payment loan using Brevard County State Housing Initiative Partnership Program funds to provide financing for acquisition & preservation of affordable rental housing for households who have an income below fifty percent of Area Median Income, located at the address to be occupied by eligible households as described in Section II of the Rental Housing Agreement signed on _____ 2025; and

WHEREAS, in addition to any other requirements the County may impose incident to its mortgage, the Owner/Developer has agreed that the unit shall be leased, rented, or made available on a continuous basis for rental to low-income persons as described in Section II of the Rental Housing Agreement signed on _____.

WHEREAS, should the Owner/Developer at any time disband their corporation, said property shall be transferred to another nonprofit approved by Brevard County.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Owner/Developer do hereby contract and agree as follows:

AGREEMENT

ARTICLE I. RENTAL HOUSING RESTRICTIONS

1.1 Occupancy

The housing unit must be set-aside for households who upon initial occupancy of the unit must have annual gross incomes at or below fifty percent Area Median Income for the Melbourne-Titusville-Palm Bay Metropolitan Statistical Areas with the understanding that initial occupancy is reserved for persons whose income is at or FY 2024-2025 Rental Housing SHIP Agreement –LAND USE RESTRICTION AGREEMENT Housing for Homeless, Inc.—456 Fern Ave Roof Replacement

below **fifty** percent Area Median Income for Melbourne-Titusville-Palm Bay Metropolitan Statistical Areas.

1.2 Income/Eligibility

The Owner/Developer shall verify and document the income of all tenants following State Housing Initiative Partnership Program regulations. The annual income of tenants renting State Housing Initiative Partnership Program-assisted units must be recertified each year. In accordance with the Florida Housing Finance Corporation's (FHFC) compliance guidelines, an increase in a tenant's income of up to one hundred forty percent of the applicable limit will not result in disqualification. However, the rent will be adjusted based on the new income. At an annual or interim recertification, if a tenant of a State Housing Initiative Partnership Program-assisted unit realizes an increase in income that exceeds one hundred forty percent of the applicable limit, the tenant may no longer be counted toward satisfaction of the extremely low-income requirement. Each subsequent unit in the Project that becomes vacant shall be rented to an income-eligible tenant until the Project is again in compliance.

1.3 Affordability

All housing units are subject to affordability limits established for State Housing Initiative Partnership Program assisted rental units on annual basis.

1.4 Long-term Affordability

The State Housing Initiative Partnership Program assisted unit shall be affordable for the duration of the Agreement. The loan for the Project hereunder as to both principal and interest shall be assumable upon project sale, transfer or refinancing if the proposed Owner/Developer of the Project is an eligible nonprofit organization as approved by the County and the proposed Owner/Developer of the Project agrees to maintain all set asides and other requirements of the State Housing Initiative Partnership Program for the period originally specified.

In the event the above-stated conditions are not met, the loan for the Project hereunder as to both principal and interest shall be due in full upon the sale, transfer or refinancing of the Project.

Notwithstanding, payment of principal and interest in full, these restrictions shall remain in full force and effect for the term of this Agreement.

1.5 Housing Standards

The Rental Unit assisted with State Housing Initiative Partnership Program funds shall be in compliance with local code requirements for the duration of the affordability period. The Owner/Developer shall cooperate with the County by allowing on-site inspection of assisted units for compliance with state law and local code requirements.

ARTICLE II. CONSIDERATION

The County has authorized and issued a deferred payment loan to the Owner/Developer as an inducement to the Owner/Developer to operate the unit in the Project for the benefit of households whose incomes is at or below fifty of Annual Median Income for the Palm Bay-Melbourne-Titusville, FL Metropolitan Statistical Area (MSA) for a period of fifteen years following initial occupancy of the units. In consideration of the issuance of the loan by the County for the foregoing purposes, the County and Owner/Developer have entered into this Agreement.

ARTICLE III. RELIANCE

In performing its duties hereunder, the County may rely upon statements and certifications of the Owner/Developer, believed to be genuine and to have been executed by the proper person or persons, and upon audits of the books and records of the Owner/Developer pertaining to occupancy of the Project. The Owner/Developer may rely upon certification of low-income households reasonably believed to be genuine and to have been executed by the proper person or persons.

ARTICLE IV. TERM

This Agreement shall become effective upon its execution and shall remain in full force and effect for a period of fifteen years after initial occupancy of the units.

ARTICLE V. INSURANCE

The Owner/Developer shall insure the property for the full replacement cost for the duration of the Land Use Restriction Agreement. Any such policy must be issued by a company acceptable to the County, include the County as an additional insured and provide for at least thirty days' notice prior to execution. The County shall receive written notice at least thirty days to any change in insurance coverage.

ARTICLE VI. CHANGE IN INSURANCE COVERAGE

Subject to the superior rights of the holder of any first mortgage, in the event that the Project is damaged or destroyed, the Owner/Developer shall deposit with the County any insurance proceeds and shall promptly commence to rebuild, replace, repair or restore the Project in such manner as is consistent with the Mortgage Note and Agreement. The County shall make any such insurance proceeds available to provide funds for such restoration work. In the event the Owner/Developer fails to commence or to complete the rebuilding, repair, replacement, or restoration of the Project after notice from the County, the County shall have the right, in addition to any other remedies granted in the Mortgage Note and Agreement or at law or in equity, to repair, restore, rebuild or replace the Project so as to prevent the occurrence of a default hereunder.

ARTICLE VII. SALE, TRANSFER OR REFINANCING OF THE PROJECT

FY 2024-2025 Rental Housing SHIP Agreement –LAND USE RESTRICTION AGREEMENT
Housing for Homeless, Inc.—456 Fern Ave Roof Replacement

The loan for the Project hereunder as to both principal and interest shall be assumable upon project sale, transfer or refinancing if the proposed Owner/Developer of the Project is an eligible nonprofit organization as approved by the County and the proposed Owner/Developer of the Project agrees to maintain all set asides and other requirements of the State Housing Initiative Partnership Program for the period originally specified. In the event Owner/Developer proposes to sell or transfer the Project, the County reserves the first right of refusal for the purchase at the current market value minus awards. Owner/Developer shall send notice to County of the Owner/Developer's intent to sell or transfer the Project via certified mail, return receipt requested. The County shall have one hundred eighty days from the date of receipt of the notice in order to provide the Owner/Developer written acceptance or refusal of the offer. Furthermore, in the event of a sale during the affordability period (voluntary or involuntary), The Owner/Developer shall pay to County a proportionate amount of any equity created by the use of State Housing Initiative Partnership. The County shall follow the Recapture Guidelines set forth in the Annual Action Plan (available for review upon request) for the repayment of funds.

In the event the above-stated conditions are not met, the loan for the Project hereunder as to both principal and interest shall be due in full upon the sale, transfer or refinancing of the Project.

Notwithstanding, payment of principal and interest in full, these restrictions shall remain in full force and effect for the term of this Agreement.

ARTICLE VIII. ENFORCEMENT

Upon the occurrence of a default, the County shall notify the Owner/Developer of such default, specifying:

1. The breach; and
2. The action required to cure such breach; and
3. A date not less than thirty days from the date the Notice is hand delivered or mailed to the Borrower by which such breach must be cured.

If the default is not cured on or before the date specified in the Notice, the County, at the County's option, may declare all of the sums secured by the Mortgage to be immediately due and payable without further demand.

The County shall give prior written notice of acceleration or default under the subordinate lien to the Mortgage Holder.

All sums repaid under the terms of this Agreement shall be paid to Brevard County Board of County Commissioners in care of Housing and Human Services Department.

ARTICLE IX. RECORDING AND FILING

Upon execution and delivery by the parties hereto, the County shall cause this Agreement and all amendments and supplements hereto to be recorded and filed in the official public records of Brevard County.

ARTICLE X. COVENANTS TO RUN WITH THE LAND

This Agreement and the covenants contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, the Owner/Developer and the County and their respective successors and assigns during the Term of this Agreement.

ARTICLE XI. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies. Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

ARTICLE XII. ATTORNEY'S FEES AND COSTS

In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

ARTICLE XIII. NOTICE AND EFFECT

Any notice required to be given hereunder shall be given by personal delivery, by registered mail or by registered expedited service at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto, and any such notice shall be deemed received on the date of delivery if by personal delivery or expedited delivery service, or upon actual receipt if sent by registered mail.

FOR THE COUNTY

Director of the Housing and Human Services Department
2725 Judge Fran Jamieson Way, Building B
Viera, Florida 32940

FOR THE OWNER/DEVELOPER

Rob Cramp, Executive Director
Housing for Homeless, Inc.
1490 Dignity Circle
Cocoa, FL 32922

Housing & Human Services
2725 Judge Fran Jamieson Way, B-106
Viera, FL 32940

I, the undersigned, have read and fully agree to abide by the terms and conditions of this Land Use Restriction Agreement.

WITNESS:

Signature

Date: _____

Print

Address

City, State, Zip Code

Signature

Date: _____

Print

Address

City, State, Zip Code

Housing for Homeless, Inc.

1490 Dignity Circle

Cocoa, FL 32922

Rob Cramp, Executive Director

Date: _____

**STATE OF FLORIDA
COUNTY OF BREVARD COUNTY**

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, on this _____ day of _____, 2025, by _____, who is/are personally known to me or has/have produced _____ as identification.

SEAL

Notary Public – State of Florida

My Commission Expires: _____

**ATTACHMENT D
SHIP INCOME / RENTAL LIMITS**

2025 INCOME/RENT LIMITS

for Palm Bay-Melbourne-Titusville, Florida MSA

Income Limits by the Number of persons in the Household	50% Area Median Income
1	\$35,000
2	\$40,000
3	\$45,000
4	\$49,950
5	\$53,950
6	\$57,950
7	\$61,950
8	\$65,950
9	\$69,930
10	\$73,926

**2025 Rent Limits
for Palm Bay-Melbourne-Titusville, FL MSA**

EFFICIENCY	1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	5 Bedrooms
\$875	\$937	\$1,125	\$1,298	\$1,448	\$1,598

**ATTACHMENT E
HOUSING AND HUMAN SERVICES DEPARTMENT
MONTHLY PROGRESS REPORT**

NAME OF OWNER/DEVELOPER: Housing for Homeless, Inc.

PROJECT NAME: 456 Fern Ave Roof Replacement

REPORT DATE: _____

Progress on Completion of the Project:

Provide a concise written narrative that compares work accomplished to date versus planned timeframe for completion of the project as outlined in your application/project timeline.

Also, provide detailed explanations for any delays in carrying out this project, its cause, and steps being taken to assure completion of the project by _____

CERTIFICATION OF ACCURACY

Print Name

Signature

Date

**ATTACHMENT F
SHIP PROGRAM
DEMOGRAPHIC AND TRACKING SHEET**

Agency Name: **Housing for Homeless, Inc.**

Project Address: **456 Fern Ave Roof Replacement**

TYPE OF ASSISTANCE:

- ☐ Rental Rehabilitation ☐ Rental New construction
- ☐ Home Owner/Developer /Developer ship Rehabilitation ☐ Home Owner/Developer /Developer SHIP New Construction

PHASES:

Maximum Eligibility (including soft costs): \$ _____

Date Encumbered: \$ _____

Final Mortgage Amount (excluding soft costs): \$ _____

Amount of Public funds in the project: \$ _____

Amount of private funds in the project: \$ _____

INCOME LEVEL:

- ☐ Extremely Low (30% Area Median Income)
- ☐ Very Low Income (50% Area Median Income)
- ☐ Low (80% Area Median Income) DOES NOT APPLY

UNINCORPORATED AREA: ☐ Yes ☐ No

If no, name of incorporated area: _____

Age of Head of Household: _____

Number of persons in household: _____

Number of bedrooms: _____

RACE:

- ☐ White ☐ Black ☐ Hispanic ☐ Asian
- ☐ American Indian ☐ other, specify _____

RENT:

Tenant's Monthly Rent: _____

Market Rent: _____

HOME High Rent: _____

HOME Low Rent: _____

SPECIAL NEEDS (CHECK ANY THAT APPLY):

☐ Elderly ☐ Disabled ☐ Farm Worker

☐ Homeless ☐ Developmental Disability

Completed by: _____

Date _____

CLOSE OUT (County Staff Only)

Total Project Cost: **\$00.00+\$00.00 = \$00.00**

Inputted by _____

Date _____

ATTACHMENT G
RENTAL PROJECT COMPLIANCE REPORT

(Project Owner/Developer must complete and Contract Administrator must place in project file)

Project: 456 Fern Ave Roof Replacement

Date: _____

Address: _____

Reporting Period: _____

Number of Units: _____

Number of assisted Units: _____

A	B	C	D	E	F	G	H
Unit Number	Number of Bedrooms	Tenant Name	Household Size	Annual (Gross) Income	Date of Last Income Re-Examination	SHIP Rent	Utility Allowance

**ATTACHMENT H
REQUEST FOR REIMBURSEMENT INVOICE FORM
HOUSING AND HUMAN SERVICES DEPARTMENT**

THIS SECTION FOR HOUSING AND HUMAN SERVICES USE ONLY

CONTRACT/PROJECT MONITOR: Lee Vang

FINANCIAL APPROVAL: _____

BUSINESS AREA: 1490 COST CENTER: 298031 GL ACCOUNT: 5820000

VENDOR NUMBER: 400977 PURCHASE ORDER NUMBER: _____

DOCUMENT NUMBER: _____

AMOUNT: \$ _____

APPROVED FOR PAYMENT BY: _____ DATE: _____

FUNDING SOURCE: SHIP Rental Housing

NAME OF ORGANIZATION: Housing For Homeless, Inc.

NAME OF PROGRAMS: Housing for Homeless, Inc – Roof Replacement

CONTACT PERSON: Rob Cramp, Executive Director

PROGRAM ADDRESS: 456 Fern Ave., Titusville, FL 32796

MAILING ADDRESS: 1490 Dignity Circle, Cocoa, FL 32922

E-MAIL ADDRESS: rob@hfhsh.org

TELEPHONE NUMBER: 321-639-0166

REQUEST DATE: _____

REQUEST NUMBER: _____

FINAL PAYMENT REQUEST: YES _____ NO _____

TOTAL AMOUNT TO BE PAID: _____

I certify the services itemized on the authorization invoice have been provided and are a proper charge against the SHIP Funds appropriate for this program:

AUTHORIZED SIGNATURE: _____ DATE: _____

NOTE: Any incomplete or inaccurate request will be returned to the agency by mail. Period covers May 01, 2025 through September 30, 2025.

Date of Request	Amount Requested	Amount Expended YTD	Percentage Expended spend YTD	Budget (\$11,400)

Amount Expended: \$ _____

Summary:

- ◆ Total Budgeted \$11,400
- ◆ Total This Request \$ _____
- Remaining Funds \$ _____

ATTACHMENT I
DRAW SCHEDULE

First Draw 100% of Award – At project completion with signed inspection report to be confirmed by County staff

DRAFT