



Marion County

Meetings | Minutes | Videos

Details

File #:	2024-15490		
Type:	Consent	Status:	Agenda Ready
File created:	6/6/2024	Meeting Body	Board of County Commissioners
On agenda:	6/18/2024	Final action:	
Title:	Request Approval of Marion County Standard Professional Services Agreement Acquisition and Rehabilitation of Rental Housing Project Between Marion County and S & A Allen S.S. Blvd., LLC (Budget Impact - Neutral; not to exceed \$1,350,000)		
Attachments:	1. <a href="#">SS Blvd LRM</a> , 2. <a href="#">FULL CONTRACT SS Blvd</a> , 3. <a href="#">Application</a> , 4. <a href="#">Preliminary Loan Commitment Let</a> , 5. <a href="#">Real Estate Contract</a> , 6. <a href="#">1 Location Map 2688-004-007</a>		

Text

**SUBJECT:**  
**Request Approval of Marion County Standard Professional Services Agreement Acquisition and Rehabilitation of Rental Housing Project Between Marion County and S & A Allen S.S. Blvd., LLC (Budget Impact - Neutral; not to exceed \$1,350,000)**

**INITIATOR:**  
Cheryl Martin, Director

**DEPARTMENT:**  
Community Services

**DESCRIPTION/BACKGROUND:**  
On May 3, 2022, the Board of County Commissioners (BCC) approved the 2022 - 2025 Local Housing Assistance Plan (LHAP), which allows for the acquisition of affordable multi-family rental housing to support affordable housing initiatives for very low and low-income households.

S & A Allen S.S. Blvd, LLC applied for SHIP funding through the Marion County Community Services for Rental Acquisition located at parcel identification number 2688-004-007. The project will consist of nine (9) units, of which five (5) units will serve 50% Area Median Income (AMI) households, and four (4) units will serve 80% AMI households. All nine (9) of these units will continue to be affordable for a 30-year- period by a recorded SHIP mortgage lien and promissory note.

Community Services is recommending SHIP funding to S & A Allen S.S. Blvd, LLC for the acquisition of an affordable multi-family rental project that aligns with the Empower Marion for Success II plan “Develop incentive options for development of housing in identified strategic areas”.

**BUDGET/IMPACT:**  
Neutral; not to exceed \$1,350,000.00

**RECOMMENDED ACTION:**

Motion to approve and authorize the Chair and Clerk to execute all necessary documents associated with Marion County Standard Professional Services Agreement for Acquisition and Rehabilitation of Rental Housing Project between County and S & A Allen S.S. Blvd., LLC.



## LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Gonzalez Abigail (Dept) Community Services - 1025 ☒  
(Title) Client Service Specialist (Phone) 352-671-8779  
Signature [Signature] Date 5/30/24

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ New Document ☐ Review & Comment ☐ RESUBMIT LRM No. \_\_\_\_\_  
☒ Approve as to Form ☐ Other

### Description of Request

Please review the attached contract for the acquisition and rehab of a 9 unit multifamily property for Steve Allen of S&A Allen S.S. Blvd, LLC, a for-profit developer. Steve submitted an application request assistance in purchasing 9 units that will be use to house 80% AMI and below. He has also requested funds to rehab the units.

For more information or discussion, contact: ☒ Same as above  
(Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Phone) \_\_\_\_\_  
Last First

Agenda Item? ☒ Yes ☐ No Agenda Date: June 18, 2024  
Agenda Deadline Date for Legal: June 6, 2024 Agenda Deadline Date for Admin: June 6, 2024

**Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.**

**DO NOT COMPLETE - Office of the County Attorney use ONLY**

LRM No. 2024-483

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☒ Thomas Schwartz, Asst. County Attorney ☐ Valdoston Shealey, Asst. County Attorney

### Outcome:

☒ Approved as to form and legal sufficiency  
☐ Approved with revisions: ☐ Suggested ☐ Completed  
☐ Other:

Date Received:

**RECEIVED**

By Marion County Attorney- AT at 1:26 pm, May 30, 2024

Attorney Signature: [Signature] Date 5/30/24  
Staff Signature: [Signature] Date: 5/30/24 Returned: ☒ Department ☐ Admin ☐  
Completed

**MARION COUNTY  
STANDARD PROFESSIONAL SERVICES AGREEMENT  
ACQUISITION AND REHABILITATION OF RENTAL HOUSING PROJECT**

**THIS AGREEMENT**, (this "Agreement") was made and entered by and between **Marion County**, a political subdivision of the State of Florida, (hereinafter called the "COUNTY"), and **S & A ALLEN S.S. BLVD., LLC**, a Florida limited liability company organized under the laws of the State of Florida with a principal address of **2531 NW 35<sup>th</sup> Street, Ocala, FL 34475, EIN# 87-1298576**, (hereinafter called the "SPONSOR").

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

**WHEREAS**, the COUNTY has been provided funds from the State Housing Finance Corporation for the provision of the acquisition of multi-family rental units and rehabilitation; and

**WHEREAS**, Marion County's State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan was approved by the Board of County Commissioners and the Florida Housing Finance Corporation, to provide Housing for very low- to low- income families with rental housing needs; and

**WHEREAS**, the funding cycle and application period for the Rental Housing Strategy for the Acquisition and Rehabilitation of Rental Housing was properly advertised; and

**WHEREAS**, it is necessary for the County and the Sponsor to enter into an Agreement for the implementation of this activity; and

**WHEREAS**, the Marion County Community Services Department ("Department") administers the SHIP Program on behalf of the County; and

**WHEREAS**, the Acquisition and Rehabilitation of Rental Housing Project was approved as a strategy in the Local Housing Assistance Plan based on Sponsor's proposal; and

**WHEREAS**, it is necessary for COUNTY and SPONSOR to enter into an Agreement for the implementation of this Project; now therefore,

**IN CONSIDERATION** of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both parties, the parties hereto do covenant and agree as follows:

1. **INCORPORATION OF RECITALS AND EXHIBITS.** The Parties confirm and agree that the above recitals are true and correct, and incorporate their terms and provisions herein for all purposes. The content of all exhibits referenced in this



Agreement and attached hereto are also incorporated into the terms of this Agreement for all purposes.

2. **STANDARD TERMS.** SPONSOR and COUNTY mutually agree to abide by the Standard Terms, ***Exhibit A hereto***, and the Scope of Work/Funding which is attached to this Agreement as ***Exhibit B***.
3. **FUNDING.** COUNTY, through its Community Services Department (the "Department") agrees to provide a deferred payment loan to SPONSOR for allowable costs to include acquisition costs, rehabilitation costs, and recording fees as by ***Exhibit B***, not to exceed **One Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$1,350,000.00)** for services performed under the terms of the Agreement and detailed in ***Exhibit B***. In the event the Project costs exceed the stated amount, the SPONSOR shall be responsible for the excess. In the event the Project does not use all the funds, the excess shall be returned to COUNTY.
4. **SERVICES AND PERFORMANCE.** The Parties mutually agree to furnish, each to the other, the respective services, information, and items as detailed in ***Exhibit A hereto***, and the Scope of Work/Funding attached as ***Exhibit B hereto***.
5. **TERM.** Unless otherwise provided herein or by Supplemental Agreement or Amendment, Acquisition, as detailed in ***Exhibit B***, is to be completed by **August 18, 2024**. Rehabilitation and Occupancy is to be completed within twelve (12) months of the closing date, and the provisions of this Agreement will remain in full force and effect through the period of the lien which is thirty (30) years from the date of execution of this Agreement.
6. **INSURANCE.** SPONSOR shall maintain, throughout the term of the Agreement, comprehensive general liability insurance, property, casualty, or builder's risk insurance, and Worker's Compensation insurance as set forth in Section "17" of the Standard Terms, ***Exhibit A hereto***.
7. **MISCELLANEOUS.**
  - A. The following exhibits are hereby incorporated into this Agreement as part hereof as though fully set forth herein.
    - (1) *Exhibit A - Standard Terms*
    - (2) *Exhibit B - Scope of Work/Funding*
    - (3) *Exhibit C- Marion County Income Limits Adjusted to Family Size 2024*
    - (4) *Exhibit D - Income Certification Form*
    - (5) *Exhibit E - Property Legal Description (9) Units*
    - (6) *Exhibit F – Sample of a 12-month Lease*
    - (7) *Exhibit G - Marion County Mortgage Lien and Note*

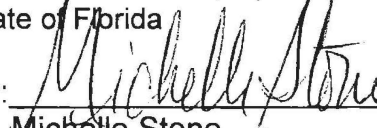
**IN WITNESS WHEREOF**, the Parties have entered into this Agreement by their duly authorized officers on the date of the last signature below.

**ATTEST:**

  
\_\_\_\_\_  
Gregory C. Harrell  
Clerk of Court

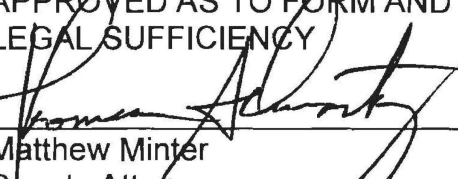
Date: June 18, 2024

**MARION COUNTY**, a political subdivision of the  
State of Florida

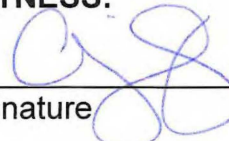
By:   
\_\_\_\_\_  
Michelle Stone  
Chairman

Date: June 18, 2024


FOR USE AND RELIANCE OF  
MARION COUNTY ONLY,  
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

For:   
\_\_\_\_\_  
Matthew Minter  
County Attorney


**WITNESS:**

  
\_\_\_\_\_  
Signature Date 6/6/24  
Abigail Gonzalez  
\_\_\_\_\_  
Printed Name

**WITNESS:**

  
\_\_\_\_\_  
Signature Date 6/6/2024  
Helen Urie  
\_\_\_\_\_  
Printed Name

**S & A ALLEN S.S. BLVD., LLC**

By:   
\_\_\_\_\_

Printed Name: Stephen A. Allen

Title: Manager

Date: 6/6/2024

**MARION COUNTY  
SHIP SPONSOR STANDARD TERMS  
FOR THE ACQUISITION AND REHABILITATION OF RENTAL HOUSING PROJECT**

**SECTION 1 – DEFINITIONS**

- A. AFFORDABILITY PERIOD - is hereby defined as the period the SHIP-assisted Project must meet the requirements for a qualified very low-income family and the housing must be the principal residence of the family throughout the period. For acquisition projects, the Affordability Period begins on the date of closing and is in effect for the appropriate minimum number of years based on SHIP funding amount and at the direction of COUNTY.
- B. CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE – is hereby defined as that portion of the Florida Administrative Code pertaining to the State Housing Initiatives Partnership Program and is one (1) of the three (3) Governing Regulations.
- C. DEPARTMENT - is hereby defined as the Department of Community Services, 2710 E. Silver Springs Blvd., Ocala, FL 34470, which is administering the SHIP Program for COUNTY. For the purpose of this Agreement and all administration of SHIP funds, Department shall act on behalf of COUNTY in the execution and fiscal and programmatic control of this Agreement. The term "approval by COUNTY" or like a term used in this Agreement shall in no way relieve SPONSOR from any duties or responsibilities under the terms of this Agreement, or obligation under State or local law or regulation.
- D. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD") – is defined as the Federal agency responsible for national policy and programs that address America's housing needs that improve and develop the Nation's communities, and enforce fair housing laws.
- E. DIRECTOR — is hereby defined as the Director of the Department of Community Services for COUNTY.
- F. EFFECTIVE DATE OF THIS AGREEMENT – is hereby defined as the date of the last signature on the Agreement.
- G. FINAL COMPLETION – is defined as completion by SPONSOR and acceptance by COUNTY of the Work, all corrected punch list items; final inspection completed;

and COUNTY's receipt of the following, as may be applicable to the Agreement: General Contractor's final Application for Payment requesting release of retainage (if any); General Contractor's affidavit affirming that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the COUNTY, or the Rental Unit(s) might be responsible, have been fully paid or otherwise satisfied; Waivers of Right to Claim Against the Payment Bond (Final Payment) from all subcontractors, as defined in Section 713.01, F.S., who performed Work on the Project; As-Built Survey; and, as applicable, all OEM Manuals; spare parts; all video of area worked on; all FDEP Clearance for Water and/or Sewer; all testing documents/reports received for any and all ROW Inspections completed and accepted; and, all testing of machinery warranty letters/affidavits.

- H. FLORIDA HOUSING FINANCE CORPORATION ("FHFC") – is a public corporation and a public body corporate and politic created within the Department of Economic Opportunity in Section 420.504, Florida Statutes.
- I. GOVERNING REGULATIONS – are defined as the pertinent regulations governing this Agreement consisting of:
  - (1) The State Housing Initiatives Partnership Act, Sections 420.907-420.9079, Florida Statutes,
  - (2) Chapter 67-37, Florida Administrative Code; and
  - (3) The Marion County State Housing Initiatives Partnership Local Housing Assistance Plan for Fiscal Years 2022-2025, adopted by Resolution 22-R-249 ("LHAP").
- J. INCOME ELIGIBLE HOUSEHOLD - is hereby defined as an eligible family based on gross income (<50% of area median income based on family size); as defined as 24 C.F.R. part 5, and Section 420.9071(28), Florida Statutes.
- K. LHAP – is hereby defined as the Marion County State Housing Initiatives Partnership Local Housing Assistance Plan on file and approved by the Florida Housing Finance Corporation of the year from which the funding for the Project is drawn. Funding is provided for SPONSOR'S Project from Fiscal Year FY 2019 and, therefore, the LHAP governing this Agreement is Fiscal Years 2022-2025, adopted by Resolution 22-R-249 ("LHAP"). LHAP is one (1) of the three (3) Governing Regulations. SPONSOR acknowledges receipt of a copy of the LHAP and the same is incorporated herein as if outlined in full.
- L. PROGRAM – is hereby defined as the SHIP Program, is hereby defined as the State Housing Initiatives Partnership Program created under the State Housing Initiatives Partnership Act, Sections 420.907-9079, Florida Statutes.



- M. PROJECT - is hereby defined as SPONSOR's Acquisition and Rehabilitation of Rental Property Project more fully described in **Exhibit B** and approved by this Agreement for SHIP assistance.
- N. PROJECT COMPLETION - is hereby defined as the date the entirety of the Project is closed and full payment transferred to SPONSOR.
- O. RECAPTURE — is hereby defined as funds that are recouped by COUNTY in accordance with the recapture provisions of its local housing assistance plan pursuant to Section 420.9075(5)(i), Florida Statutes, from eligible persons or eligible sponsors for rentals, which funds were not used for assistance to an eligible household for an eligible activity when there is a default on the terms of a grant award or loan award. For the Project, COUNTY has made a loan to SPONSOR for the acquisition and rehabilitation of nine (9) rental units. The method COUNTY has chosen to recoup the SHIP assistance from SPONSOR is by recording SPONSOR's mortgage against the Rental Units.
- Q. RENTAL UNIT – is hereby defined as the property described in **Exhibit E** hereto. It is the intention of the parties that SPONSOR shall rent each of the rental units to no less than one (1) qualified Tenant per unit.
- R. SHIP - is hereby defined as the State Housing Initiatives Partnership, under the SHIP regulations and governed by Sections, 420.907-420.9079, Florida Statutes.
- S. SUBSTANTIAL COMPLETION - is hereby defined as the date that Work is sufficiently complete that a Tenant can enjoy occupancy of the Work and the Architect and/or Engineer has prepared a Certificate of Substantial Completion, establishing the date of Substantial Completion. COUNTY must be in receipt of a Certificate of Occupancy or Certificate of Completion, final permits, and all lien waivers.
- T. THE STATE HOUSING INITIATIVES PARTNERSHIP ACT - is hereby defined as Sections 420.907-420.9079, Florida Statutes, and is one (1) of the three (3) "Governing Regulations."
- U. TENANT – is hereby defined as a person to which SPONSOR rents one of the Rental Units. Each Tenant must be a natural person with a household income of 80% Area Median Income or below at the initial tenancy as further detailed in **Exhibit B**.
- V. WORK - is hereby defined as all the professional, and technical services to be

rendered or provided by SPONSOR as described herein at **Exhibit B**.

## SECTION 2 -TERM OF AGREEMENT

- A. SPONSOR expressly agrees to complete all Work required by this Agreement in accordance with the timeline set forth in **Exhibit B**.
- B. Timely completion of the Work specified in this Agreement is an integral and essential part of the performance.
- C. The expenditure of SHIP funds is subject to State deadlines and failure to complete a project within such deadlines could result in COUNTY's loss of State funds. By the acceptance and execution of this Agreement, it is understood and agreed by SPONSOR that the Project (more fully described in **Exhibit B**) will be completed as expeditiously as possible and that SPONSOR will make every effort to ensure that the Project will proceed and will not be delayed.
- D. Time is of the essence. Failure to meet these deadlines can result in the cancellation of this Agreement and the revocation of SHIP funds.
- E. As it is mutually agreed that in the performance of this Agreement compliance with SHIP regulations is critical, SPONSOR shall cause the Governing Regulations and the terms of this Agreement to be inserted in all agreements and sub-agreements relative to the Work tasks required by this Agreement in order to ensure that the Project will be completed fully compliant with all requirements of SHIP. It is intended that such provisions included in any agreements and sub-agreement be, to the fullest extent permitted by law and equity, binding for the benefit of COUNTY and enforceable by COUNTY against SPONSOR and its successors and assigns to the Project or any part thereof or any interest therein. In the event of a conflict between the Governing Regulations and the terms of this Agreement, the Governing Regulations shall prevail.
- F. In the event SPONSOR is unable to meet the timeline set forth in **Exhibit B** or complete the services because of delays resulting from Acts of God, untimely review and approval by COUNTY and other governmental authorities having jurisdiction over Project, or other delays beyond SPONSOR's control and are not caused by SPONSOR, COUNTY shall grant a reasonable extension of time for completion of the Work. It shall be the responsibility of SPONSOR to notify COUNTY promptly in writing whenever a delay is anticipated or experienced, and to inform COUNTY of all facts and details related to the delay.

### SECTION 3 - SCOPE OF WORK

- A. A detailed Scope of Work/Funding is attached as **Exhibit B**. SPONSOR, in close coordination with COUNTY, shall perform all Work necessary to complete the occupancy of the Project in full compliance with the terms of this Agreement.
- B. It is understood that SPONSOR will provide a specific working budget and realistic timetable in accordance with **Exhibit B** as relates to rehabilitation, soft costs, development fees, delivery fees, and other allowable costs/activities prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate SHIP and non-SHIP funds to activities or line items.
- C. The Work shall be performed in essentially the manner proposed in SPONSOR's proposal as received by COUNTY on April 26, 2024. The parties specifically agree that the aforementioned SPONSOR's proposal shall be considered to be a part and portion of this Agreement and SPONSOR acknowledges receipt of a copy of same.

### SECTION 4 - BUDGET AND REIMBURSEMENT OF EXPENSES

- A. COUNTY shall provide SHIP funds in an amount not to exceed **One Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$1,350,000.00)** for the purposes of the Project (the "Funds") in accordance with the budget hereby attached as **Exhibit B**.
- B. The Funds are comprised of expenses, each more fully described in **Exhibit B**.
- C. COUNTY reserves the right to inspect records and the Project site to determine that reimbursement requests are reasonable. COUNTY also reserves the right to hold payment until adequate documentation has been provided and reviewed.
- D. SPONSOR may submit a final invoice upon Final Competition as defined in Section "1(G)" above.

### SECTION 5 - PROJECT REQUIREMENTS

- A. SPONSOR agrees to comply with all requirements of the SHIP Program set forth in the Governing Regulations.
- B. SPONSOR shall ensure and document that any contractor, subcontractor or participant awarded work under this Agreement is currently licensed and insured and has not been debarred, suspended, or ineligible to perform work by COUNTY,

FHFC, and HUD. To determine if a contractor, subcontractor, or participant has been debarred, suspended, or ineligible for Federal award work, SPONSOR may consult the System for Award Management at <https://www.sam.gov/SAM/>.

- C. SPONSOR will ensure that any expenditure of SHIP funds will be in compliance with the Governing Regulations and acknowledges that SHIP funds, in the form of a deferred payment loan, will only be provided for eligible costs incurred, including actual expenditures or invoices for Work completed.
- D. The Rental Unit shall be acquired by SPONSOR who will house tenants who qualify as very low-income, defined as 50% of Area Median Income, in accordance with the Income Chart published annually by FHFC and included as **Exhibit C**. Income is calculated by annualizing verified sources of income for the household as the amount of income expected to be received in a household during the 12 months following the effective date of the determination.
- E. SPONSOR shall make the initial determination of income eligibility of Tenants using, in part, the income documents criteria set forth in **Exhibit B**, complete the Income Certification Form, **Exhibit D**, and execute a one (1) year lease with a Tenant for each of the Rental Units.
- F. **Affordability Period.**
  - 1. This Project is subject to an Affordability Period of thirty (30) years in accordance with the Governing Regulations, specifically LHAP, Section II (F) "Rental New Construction, Acquisition, Rehabilitation."
  - 2. The Affordability Period is imposed upon SPONSOR upon its execution of the loan documents with COUNTY but will be released from the obligation upon repayment of the SHIP funds from SPONSOR.
  - 3. The Affordability Period shall begin upon the date of closing of the loan documents and expire thirty (30) years thereafter.
  - 4. In the event foreclosure is filed, COUNTY shall have a right of first refusal with the option to purchase the Rental Units for \$10.00.
- G. In the selection of occupants for Project Tenants, SPONSOR shall comply with all nondiscrimination requirements of 24 CFR 92.350 and Sections 760.20-760.37 of the Florida Statutes.
- H. SPONSOR will comply with COUNTY's and SPONSOR's Affirmative Fair Housing Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966, in marketing the units for rent as follows:
  - 1. SPONSOR will use the Fair Housing Logo in all of its advertising for Properties funded with SHIP funds.





2. SPONSOR will post a fair housing poster in its office in a location that is visible to the public being served under the SHIP program. For a copy of the poster go to:  
[http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_7802.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_7802.pdf)
3. All advertising, applications, and marketing tools prepared by SPONSOR for the purchase of the Project assisted with SHIP shall include the following language "We comply with the Fair Housing Law. Our office does not discriminate based on race, color, ancestry, national origin, religion, sex, marital status, familial status, or disability".
4. SPONSOR shall provide all program participants with a copy of the "Fair Housing Equal Agreement for All" brochure. A copy of the brochure can be found at:  
[http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_12146.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12146.pdf)
- I. SPONSOR agrees that any news release, article, public service announcement or advertisement or any other type of publicity pertaining to the Project (program literature, brochures, and letterhead, project signs) must recognize Marion County and the FHFC SHIP Program as providing funds for the Project.
- J. SPONSOR certifies that at the time of completion and throughout the Affordability Period, the Project shall meet:
  - (1) The requirements of **Exhibit B** hereto;
  - (2) The standards of the Florida Building Code and all applicable local codes, standards, ordinances, and zoning ordinances;
  - (3) The Accessibility requirements at 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
  - (4) The design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619), in the event the Rental Unit is rehabilitated at any time during the Affordability Period.; and.
  - (5) Energy Efficient Best Practices as defined in Section 420.9075(3)(d), F.S. as Innovative design, green building principles, storm-resistant construction, or other elements that reduce long-term costs relating

to maintenance, utilities, or insurance and described in the LHAP for Fiscal Years 2022– 2025 Sec. I, T.

- K. COUNTY has the right to suspend SPONSOR from consideration for the award of future agreements:
- (1) If SPONSOR has failed to comply with the Program or violated Agreement provisions, the character of which is regarded to be so serious as to justify such action, including but not limited to:
    - (a) Failure without good cause to perform in accordance with specifications or within the time limits provided in this Agreement;
    - (b) A past record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more agreements;
    - (c) Any other cause determined to be so serious and compelling as to affect responsibility as a provider under the Program; or
    - (d) Has been involved in litigation with COUNTY.
  - (2) The length of any suspension of SPONSOR from consideration of future awards is at the discretion of COUNTY and said discretion will be exercised reasonably and fairly.

## SECTION 6 - FUNDING AND METHOD OF PAYMENT

- A. Funding for this Agreement is contingent on the availability of funds and continued authorization for Program activities and is subject to amendment or termination due to lack of funds, authorization, reduction of funds, and/or change in regulations.
- B. The maximum amount payable by COUNTY under this Agreement shall be **One Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$1,350,000.00)**. The SHIP Funds provided by COUNTY to SPONSOR shall be in the form of a deferred payment loan, zero (0%) percent interest. Upon execution of this Agreement, SPONSOR shall execute a promissory note in the amount of One Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$1,350,000.00) and shall execute a mortgage securing same against the Rental Units. COUNTY shall record such mortgage at SPONSOR's expense, in the public records of Marion County, Florida.
- C. COUNTY agrees to provide funding to SPONSOR in accordance with the following schedule:
1. Acquisition Costs. COUNTY shall, upon execution of the promissory note, provide funding for the Acquisition and Rehabilitation of the Rental Units further described in *Exhibit E*, in an amount not to exceed \$1,350,000.00.

- D. All SHIP funds not expended within the Term of this Agreement shall remain in the custody and control of COUNTY. COUNTY may reallocate unexpended SHIP funds to other SHIP Program projects.
- E. SPONSOR shall pay some closing costs associated with the acquisition consisting of appraisal, survey, inspection, and such other closing costs for the nine (9) rental units, as more fully set forth in **EXHIBIT B**, Section IX.
- F. Any documentation required under this Agreement, must be submitted within sixty (60) days after Project Completion. Any requests or documentation submitted after that date may not be honored by COUNTY, at the sole discretion of COUNTY.
- G. SPONSOR shall furnish to COUNTY all reports as may be necessary to comply with the Governing Regulations and all applicable laws, guidelines, and conditions specified in this Agreement.

#### **SECTION 7 - REPAYMENT OF LOAN**

- A. All SHIP funds are subject to repayment in the event the Project does not meet the Project requirements as outlined in this Agreement.
- B. Prior to the closing of the Project, SPONSOR shall provide to COUNTY the estimated settlement statement, along with a reconciliation statement and reference to the Recapture provision and COUNTY's right of first refusal in the event of foreclosure.

#### **SECTION 8 - PROCUREMENT STANDARDS**

- A. SPONSOR shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. SPONSOR's procurement procedures must be approved by COUNTY.
- B. Beginning January 1, 2021, Section 448.095, F.S., requires SPONSOR to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits SPONSOR from entering into this agreement unless it is in compliance therewith. Information provided by SPONSOR is subject to review for the most current version of the State of Florida policies at the time of the award of this Agreement.
  - 1. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
  - 2. SPONSOR has agreed to perform in accordance with the requirements of this Section and agrees:

- a. It is registered and uses the E-Verify system to verify the work authorization status of all newly hired employees.
- b. COUNTY shall immediately terminate this Agreement if COUNTY has a good faith belief that SPONSOR has knowingly violated Section 448.09(1), F.S., that is, that SPONSOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private, or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c. When SPONSOR enters into a contract with a General Contractor, contractor, or subcontractor for the performance of this Agreement, SPONSOR shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
- d. SPONSOR shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e. SPONSOR shall immediately terminate the Contracting Party if SPONSOR has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), F.S., as set forth above.
- f. If COUNTY has a good faith belief that SPONSOR's Contracting Party has knowingly violated Section 448.09(1), F.S., but that SPONSOR has otherwise complied, COUNTY shall promptly order SPONSOR to terminate the Contracting Party. SPONSOR agrees that upon such an order, SPONSOR shall immediately terminate the Contracting Party. SPONSOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate SPONSOR.
- g. If COUNTY terminates this Agreement with SPONSOR, SPONSOR may not be awarded a public contract for a least one (1) year after the date of termination.
- h. SPONSOR is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.
- i. Any such termination under this Section is not a breach of this Agreement and may not be considered as such.
- j. SPONSOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and make such records available to COUNTY or other authorized governmental entities.
- k. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.



## **SECTION 9 – CONFLICT OF INTEREST PROVISIONS**

- A. SPONSOR will comply with COUNTY Conflict of Interest Provisions as follows:  
No employee, agent, consultant, officer or elected official or appointed official of SPONSOR who exercises or has exercised any function or responsibility with respect to SHIP activities assisted under or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a SHIP assisted activity, or have a financial interest in any agreement, subcontract or agreement with respect to a SHIP assisted activity or with respect to the proceeding of the SHIP assisted activity, either for themselves or those with whom they have a family or business ties, during their tenure or for one (1) year thereafter. This prohibition includes any SHIP benefits or financial assistance associated with SHIP projects or programs administered by SPONSOR, including:
1. Occupancy of a home in a SHIP-assisted project;
  2. Receipt of SHIP homebuyer acquisition assistance; or
  3. Receipt of SHIP owner-occupied rehabilitation assistance.
- B. SPONSOR certifies that it is and that SPONSOR and anyone employed thereby shall be in compliance with subsection “9(A)” above throughout this Agreement.

## **SECTION 10 - COUNTY RESPONSIBILITIES**

- A. COUNTY shall furnish SPONSOR with the following services and information from existing COUNTY records and COUNTY files:
1. COUNTY shall provide SPONSOR information regarding its requirements for the Project.
  2. COUNTY will provide SPONSOR with any changes in SHIP regulations or program limits that affect the Project, including but not limited to income limits, property value limits, and/or rent limits.
  3. COUNTY will conduct progress inspections of Work completed to protect its interests as the lender and regulatory authority for the Project and will provide information to SPONSOR regarding any progress inspections or monitoring to assist it in ensuring compliance.
  4. COUNTY's review and approval of the Work will relate only to overall compliance with the general requirements of this Agreement and SHIP regulations, and all COUNTY regulations and ordinances.
  5. COUNTY shall monitor, review, and evaluate the financial procedures of SPONSOR through documents submitted to COUNTY and on-site monitoring. SPONSOR shall provide to COUNTY such reports, and make available to COUNTY such records that will be necessary for a proper

financial evaluation. With reasonable notice (generally ten [10] working days) being given to SPONSOR, COUNTY shall schedule at least one (1) on-site visit during the term of this Agreement and other visits that may be needed.

6. Nothing contained herein shall relieve SPONSOR of any responsibility as provided under this Agreement.

#### **SECTION 11 – PUBLIC RECORDS.**

- A. If under this Agreement SPONSOR is providing services and is acting on behalf of COUNTY as provided under Section 119.011(2), under Florida Statutes, SPONSOR shall:
  1. Keep and maintain public records required by COUNTY to perform the Project;
  2. Upon request from COUNTY's custodian of records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if SPONSOR does not transfer the records to COUNTY; and,
  4. Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of SPONSOR or keep and maintain public records required by COUNTY to perform this Project. If SPONSOR transfers all public records to COUNTY upon completion of this Agreement, SPONSOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SPONSOR keeps and maintains public records upon completion of this Agreement, SPONSOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request from COUNTY's custodian of public records in a format that is compatible with the information technology systems of COUNTY.
- B. If SPONSOR fails to provide requested public records to COUNTY within a reasonable time, COUNTY may immediately terminate this Agreement and SPONSOR may be subject to penalties under Section 119.10, Florida Statutes.
- C. Public Records.

**IF SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations  
601 SE 25th Ave., Ocala, FL 34471  
Phone: 352-438-2300  
Fax: 352-438-2309  
Email: [PublicRelations@MarionFL.org](mailto:PublicRelations@MarionFL.org)**

## **SECTION 12 - SUSPENSION & TERMINATION**

- A. In accordance with the Governing Regulations, suspension or termination may occur if SPONSOR materially fails to comply with any term of the award and, additionally, the award may be terminated for convenience.
- B. If, through any cause, SPONSOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if SPONSOR shall violate any of the covenants, Agreements, or stipulations of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to SPONSOR of such termination and specifying the effective date thereof, as least five (5) days before the effective date of such termination. In such event, SPONSOR shall be entitled to receive just and equitable compensation for any Work satisfactorily completed thereunder to the date of said termination. Notwithstanding the above, SPONSOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by SPONSOR, and COUNTY may withhold any payments to SPONSOR for the purpose of setoff until such time as the exact amount of damages due COUNTY from SPONSOR is determined whether by a court of competent jurisdiction or otherwise.

## **SECTION 13 - TERMINATION FOR CONVENIENCE OF COUNTY**

COUNTY may terminate for its convenience this Agreement at any time by giving at least thirty (30) days' written notice to SPONSOR. If this Agreement is terminated by COUNTY, as provided herein, COUNTY will reimburse for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the Work as of the date of the notice.

#### **SECTION 14 - DEFAULT AND LOSS OF GRANT FUNDS**

- A. If SPONSOR fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of this Agreement, and more particularly if SPONSOR refuses or fails to proceed with the Work with such diligence as will ensure its completion within the time fixed by timeline set forth in *Exhibit B* of this Agreement, SPONSOR shall be in default and notice in writing shall be given to SPONSOR of such default by COUNTY or an agent of COUNTY. If SPONSOR fails to cure such default within such time as may be required by such notice, COUNTY may, at its option, terminate and cancel this Agreement.
- B. In the event of such termination, all grant funds awarded to SPONSOR pursuant to this Agreement shall be immediately revoked and any approvals related to the Project shall immediately be deemed revoked and canceled. In such event, SPONSOR will no longer be entitled to receive any compensation for Work undertaken after the date of the termination of this Agreement, as the grant funds will no longer be available for the Project.
- C. Such termination shall not affect or terminate any of the rights of COUNTY as against SPONSOR then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to COUNTY under the law and the note, mortgage, and Declaration of Restrictive Covenant (if in effect), including but not limited to compelling SPONSOR to complete the Project in accordance with the terms of this Agreement, in a court of equity.

#### **SECTION 15 - INSPECTION, MONITORING & ACCESS TO RECORDS**

- A. All records will be maintained by SPONSOR for five (5) years after the Affordability Period ends.
- B. COUNTY, FHFC, and HUD, or any of their duly appointed representatives, reserve the right to inspect, monitor, observe work and services performed by SPONSOR, and audit the records of SPONSOR at any and all reasonable times during the performance of the Agreement and for a five (5) years after final payment is made under this Agreement.
- C. Access shall be immediately granted to COUNTY and the Florida Housing Finance Corporation, or any of their duly authorized representatives to any books, documents, papers, project site access, and records of SPONSOR or its contractors which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcription.



## **SECTION 16 - GENERAL CONDITIONS**

- A. SPONSOR shall not assign any interest in this Agreement or otherwise transfer interest in this Agreement nor enter into any subcontract pursuant to this Agreement without submitting said proposed subcontract to COUNTY and without the prior written approval of COUNTY of the proposed subcontract. All requirements of this Agreement shall be applicable to any subcontracts entered into under this Agreement and it shall be SPONSOR's responsibility to ensure that all requirements are included in said subcontracts and that all subcontractors abide by said requirements.
- B. The waiver of a breach of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof. No forbearance on the part of either party shall constitute a waiver of any item requiring performance by the other party hereunder. A waiver by one party of the other party's performance shall not constitute a waiver of any subsequent performance required by such other party. No waiver shall be valid unless it is in writing and signed by authorized representatives of both parties.
- C. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.
- D. SPONSOR further warrants and agrees to include or cause to be included the criteria and requirements of this Agreement in every non-exempt subcontract. COUNTY also agrees to take such action as the federal, state, or local government may direct to enforce aforesaid provisions.
- E. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors, and assigns.
- F. SPONSOR and its employees and agents shall be deemed to be Independent Contractors, and not agents or employees of COUNTY, and shall not attain any rights or benefits under the civil service or pension ordinances of COUNTY, or any rights generally afforded classified or unclassified employee; further, they shall not be deemed entitled to state Compensation benefits as an employee of COUNTY.

## SECTION 17 - INSURANCE

- A. SPONSOR, during the Project period, shall keep the Rental Unit acquired under this Agreement insured against loss by fire, extended flood coverage, vandalism and malicious mischief, hazards, and in such amounts as COUNTY may require. The insurance requirements shall remain in effect until the Rental Unit is sold, the repayment of the loan is, or the loan expired. "Marion County, Board of County Commissioners" shall be named as an Additional Insured.
- B. A Commercial General Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the annual aggregate combined single limit for bodily injury liability and property damage liability. The Certificate must show an appropriate endorsement (ISO CG2501) or greater with "Marion County, Board of County Commissioners" shown as an Additional Insured.
- C. SPONSOR shall maintain Workers' Compensation insurance as required by law. Employer's liability limits should be at least \$100,000 for each accident and \$100,000 for each employee with a \$500,000 policy limit for disease. COUNTY need not be named as an Additional Insured, but a "subrogation waiver endorsement is required."
- D. SPONSOR shall submit to COUNTY, prior to the distribution of any funds under this Agreement, a Certificate of Insurance as proof of insurance coverage and upon request a copy of all policies evidencing such coverage. The Certificate must be issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-, showing the "Marion County Board of County Commissioners" as an Additional Insured. The Community Services Director should be shown as the Certificate Holder, and the Certificate should provide for a thirty (30) day cancellation notice to that address set forth *supra*. COUNTY reserves the right to request proof that the insurance premium for such policies effective during the term of this Agreement has been paid.
- E. These insurance requirements shall not relieve or limit the liability of SPONSOR. COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect SPONSOR interests or liabilities, but are merely minimums. No insurance is provided by COUNTY under this Agreement to cover the contractors and subcontractors.
- F. Insurance required of SPONSOR or any other insurance of SPONSOR shall be considered primary and insurance or self-insurance of COUNTY shall be considered excess, as may be applicable to claims against COUNTY which arise

out of this Agreement. Insurance written on a "Claims Made" form is acceptable only at the option of COUNTY'S Contracting Officer upon recommendation of Risk Management.

- G. SPONSOR shall require its General Contractor to provide Builder's Risk Insurance in the amount of one hundred (100%) percent of the replacement value of the completed structure until Project Completion. Such Builder's Risk policy shall be an all-risk form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) for each claim and shall contain a loss payable clause to include COUNTY of Marion, Florida. SPONSOR shall furnish to COUNTY Certificates of Insurance or endorsements evidencing the insurance coverage specified by this Article prior to beginning performance of Work under this Agreement. Coverage shall not cease and is to remain in force until all Work is completed.
- H. No Work shall be commenced under this Agreement until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.

#### **SECTION 18 – INDEMNIFICATION**

- A. SPONSOR shall at all times hereafter indemnify, hold harmless and defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional, reckless, or negligent act or omission of SPONSOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by COUNTY, any sums due to SPONSOR under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.
- B. Any contract between SPONSOR and its General Contractor or any other third party to provide the construction-related services set forth herein, shall include the following provisions:
  - 1. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Marion County, its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to,

reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Agreement. This indemnification of Marion County shall survive the term of this Agreement.

2. This indemnification of Marion County shall survive the term of this Contract.
- C. Indemnification obligations of the SPONSOR to COUNTY survive the term of the Agreement.

## **SECTION 19 – SCRUTINIZED COMPANIES PURSUANT TO §287.135, FLORIDA STATUTES**

### **A. Certification.**

1. If the Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR was not then and is not now:
  - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or
  - b. Engaged in business operations in Cuba or Syria.
2. If the Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR was not then and is not now:
  - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or
  - b. Engaged in a boycott of Israel.

### **B. Termination, Threshold Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars or more, and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to have met any of the following prohibitions:
  - a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes, or
  - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to have met any of the following

- prohibitions:
  - a. Met either prohibition set forth in Section "10(B)(1)" above or
  - b. Been engaged in business operations in Cuba or Syria.
- 3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to have met any of the following prohibitions:
  - a. Met any prohibition set forth in Section "10(B)(2)" above or
  - b. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel.
- 4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to have met any prohibition set forth in Section "10(B)(2)" above.
- C. **Termination, Any Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.
  - 1. Was entered into or renewed on or after July 1, 2018, and
  - 2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, Florida Statutes, as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.



## SCOPE OF WORK /FUNDING

**SPONSOR:** S & A Allen S.S. Blvd, LLC

**Activity:** Acquisition and Rehabilitation of Rental Housing

SPONSOR contractually commits to comply with affordable housing criteria provided under sections 420.907-420.9079, Florida Statutes, applicable to the affordable housing objectives of the award, and to provide nine (9) units to house very low (50%) and low (80%) Area Median Income (AMI) residents, at the initial tenancy, of Marion County, FL. The Rental Units will allow SPONSOR to house its clients while offering them a safe and healthy living environment. The SPONSOR will attempt to fill unit vacancies with referrals from within the Continuum of Care Organization.

**I. Approved Grant Budget:**

SPONSOR is approved for a deferred payment loan for acquisition costs and recording fees based on information and data in the submitted proposal, not to exceed **One Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$1,350,000.00)**.

*Funds may be moved within program costs in accordance with program needs, only upon approval by the COUNTY.*

**Note: Furnishings and occupancy costs are not eligible SHIP costs.**

**SHIP funds budget:**

Task	Budgeted Amount	Notes
Acquisition and Rehabilitation price Nine (9) rental units	\$1,345,696.50	
Estimated Recording Fees	\$4,828.50	
<b>TOTAL SHIP Funds:</b>	<b>\$1,350,000.00</b>	

**LEVERAGE funds match:**

Task	Budgeted Amount	Notes
In-kind (approx.)	\$0.00	
Private funding/ Construction Rehab	\$100,000.00	
Monetary Donations Received	\$0.00	
Other (non-government) (approx.)	\$0.00	
Appraisal Costs (2) Properties	\$0.00	
Closing Costs & Insurance (approx.)	\$0.00	
<b>TOTAL Leverage Funds match:</b>	<b>\$0.00</b>	
<b>TOTAL PROJECT COST:</b>	<b>\$1,450,000.00</b>	

II. **Project Description:**

- A. Acquisition and Rehabilitation of nine (9) rental units, located at **Parcel ID#2688-004-007**, unit address listed in **EXHIBIT E**, a minimum of five (5) units to house very low (50%) and four (4) units to house low (80%).
- B. Acquisition and Rehabilitation costs not to exceed a total of **\$1,350,000.00** combined for all units.
- C. Costs allowed include, but are not limited to, acquisition cost, closing fees, appraisal, inspections, fees, rehabilitation, etc. which shall be included on Closing Disclosure Form, and if applicable, held in escrow by the attorney/title company.
- D. Recordation of a mortgage on the property to secure repayment of deferred payment loan in substantially the same form as **EXHIBIT G**.
- E. SPONSOR will make the rental units as described in their application for assistance dated **April 26, 2024**, which is hereby incorporated into this Agreement by reference, available to at least one income eligible household per unit during the 2023-2024 program year.

III. Tenants are required to sign a one (1) year lease and may renew annually if the household meets the income requirements and has adhered to the current lease agreement.

IV. Project Delivery: Sponsor will be working with non-profits for organizational support, and to provide stable housing through assistance with wraparound services including but not limited to the use of case management, willingness to work within a program, and the creation of an individual case plan to success for each client that helps them set and achieve life goals.

V. **Affordable Rents:**

- A. Per 24 CFR § 92.252, HUD and the Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development. Florida Housing Finance Corporation under the governance of Chapter 420, Part V, Florida Statutes. provides the following maximum SHIP rent limits. The maximum SHIP rents are the lesser of:
  - a. The fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or
  - b. A rent that does not exceed 30 percent of the adjusted income of a family whose annual income equals 65 percent of the median income

for the area, as determined by HUD, with adjustments for the number of bedrooms in the unit.

- B. If household income exceeds 140% AMI at lease renewal, rent may be increased and calculated for an amount equal to 30% of the tenant's income.
- C. If household income increases a lease renewal, rent may be increased to the allowable rent limit set by the Department of Housing and Urban Development and Florida Housing Finance Corporation who provides the maximum SHIP rents.

**VI. Reporting Schedule:**

After property acquisition, SPONSOR shall provide COUNTY the following reports:

- A. Annual reporting of demographic data on clients served for the life of COUNTY's lien.
- B. Annual Certification of Usage that the rental units continue to be used for the intended eligible purpose for the life of COUNTY's lien. COUNTY shall provide forms to SPONSOR for this purpose.

**VII. Income Certification and Monitoring:**

- A. SPONSOR will be responsible for verifying that, at the time of the initiation of a tenancy, each client served meets the following criteria:
- B. At a minimum, five (5) Households are certified to have an annual income, at the initial tenancy, of very low income [below fifty percent (50%) median area income] calculated in accordance using 24 CFR § 5.609 as found on the Florida Housing Finance Corporation website at [www.floridahousing.org](http://www.floridahousing.org) using **EXHIBIT C**, to determine household income level and complete Income Certification Form, **EXHIBIT D**, certifying this is a true and accurate income statement for the household.
- C. SPONSOR, based on documentation collected from its Tenants, shall keep Income Certifications and supporting documents on file, keeping in line with Florida Housing Finance Corporation requirements. Documents to include, but not limited to:
  - Driver's License (or FL identification card) for each adult member of the household;
  - Social Security card for each member of the household; and
  - Copy of Birth Certificates for all household members under 18.

Tenant must provide all applicable information for every household member 18 and over to include at least one of the following:

- 60 Days of Paystubs.
- Social Security Benefits Letter.
- Child Support Income (including Current Child Support Court Order, the printout of payments from Court House, OR Letter from the Department of Revenue for every child under 18.
- Affidavit of Ongoing Cash Support from family or friends.
- Retirement/Pension Statements.
- No Income Form.
- Other: (Unemployment, TANF, Cash Assistance, Self-Employment, etc.)

Tenant must provide all applicable information for every household member 18 and over to include at least one of the following:

- Copy of last 1-month complete bank statements for all accounts, including Prepaid Card accounts or
- No Assets Form if applicable

- D. Five (5) households in the units served by SPONSOR shall meet the SHIP definition of very low income (50%) at the initial tenancy. Income Certifications shall be provided to COUNTY, upon request, during the lien period, by SPONSOR based on documentation SPONSOR collected from its tenants.
- E. Income Certifications, **EXHIBIT D**, and a 12-month lease, **EXHIBIT F**, will be required annually for all households renting these units.
- F. COUNTY's Community Services Department will monitor all stages of the Project to ensure compliance with all SHIP regulations and County guidelines.
- G. Within the first three (3) months after the completion of the Project, the County will perform monitoring of SPONSOR to ensure that SPONSOR is maintaining all records in a satisfactory manner.

#### VIII. Time Line:

- A. SPONSOR shall have until **August 18, 2024**, for the closing date of the Acquisition. SPONSOR shall have twelve (12) months from the closing date of the Acquisition to complete the required repairs on all units and have all units occupied by income eligible tenants. In the event the Project does not meet the Project requirements as outlined in this Agreement. Failure to meet these deadlines can result in the cancellation of this

Agreement and the revocation of SHIP funds.

- B. The deferred interest loan shall be forgiven at the end of thirty (30) years from the date of mortgage execution if all terms of the Contract have been met. A mortgage lien, ***Exhibit G***, will be recorded with the Marion County Clerk of Court.

IX. **Request for Payment:**

Payment Process:

- At closing, a check not to exceed the amount of **Nine Hundred Thousand Dollars and no cents (\$900,000.00)** made payable to **Michael Heasley and Valerie Heasley, Husband and Wife**, as sellers, for the purchase price of the subject duplex.
- At closing, COUNTY made payable to the sellers and title company for closing costs as more fully set forth in ***Exhibit B, Section II, C***. Any costs in excess of the total acquisition and rehabilitation cost of **(\$1,350,000.00)** shall be borne exclusively by SPONSOR.
- The COUNTY's Finance Department abides by the Prompt Payment Act, ss. 218.70-218.80, Florida Statutes. Checks will be mailed to SPONSOR.



MARION COUNTY, FLORIDA INCOME LIMITS ADJUSTED TO FAMILY SIZE 2024					
Median Income: \$73,700	30%	50%	80%	120%	140%
Household Size					
1 PERSON	\$15,200.00	\$25,350.00	\$40,500.00	\$60,840.00	\$70,980.00
2 PERSON	\$20,440.00	\$28,950.00	\$46,300.00	\$69,480.00	\$81,060.00
3 PERSON	\$25,820.00	\$32,550.00	\$52,100.00	\$78,120.00	\$91,140.00
4 PERSON	\$31,200.00	\$36,150.00	\$57,850.00	\$86,760.00	\$101,220.00
5 PERSON	\$36,580.00	\$39,050.00	\$62,500.00	\$93,720.00	\$109,340.00
6 PERSON	\$41,950.00	\$41,950.00	\$67,150.00	\$100,680.00	\$117,460.00
7 PERSON	\$44,850.00	\$44,850.00	\$71,750.00	\$107,640.00	\$125,580.00
8 PERSON	\$47,750.00	\$47,750.00	\$76,400.00	\$114,600.00	\$133,700.00
SHIP & HHRP		FHFC POSTED 4/5/24		HUD eff. 4/1/24	

**RESIDENT INCOME CERTIFICATION – Rental**  
**Florida Housing Finance Corporation**  
**State Housing Initiatives Partnership (SHIP) Program**

Effective Date: \_\_\_\_\_ Allocation Year: \_\_\_\_\_

**A. Certification Information (select one)**

- a. ☐ Initial Certification  
b. ☐ Annual Recertification

**B. Subsidy Use (check all that apply)**

- ☐ Multifamily Rental ☐ Direct Rental Assistance  
☐ Transitional Housing ☐ Homeless Prevention  
☐ Security and Deposits ☐ Other

**C. Household Information: Include all household members**

Member	Full Name	Relationship to Head	Age
1		HEAD	
2			
3			
4			
5			
6			
7			
8			

**D. Assets: All household members including assets owned by minors**

Member	Asset Description	Cash Value	Income from Assets
1			
2			
3			
4			
5			
6			
7			
8			
Total Cash Value of Assets		D(a) \$	
Total Income from Assets		D(b)	\$
If line D(a) is greater than \$50,000: Add the income from any assets for which actual income can be calculated, then calculate the imputed income for the assets where actual income cannot be calculated. To calculate imputed income, multiply the amount of assets where actual income cannot be calculated by the HUD specified rate (.40%). Combine both amounts and enter results in D(c), which must be counted on page two alongside other sources of household income.		D(c)	\$

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E. **Anticipated Annual Income:** Includes unearned income and support paid on behalf of minors.

Member	Wages / Salaries (include tips, commission, bonuses and overtime)	Benefits / Pensions	Public Assistance	Other Income	*Asset Income
1					(Enter the greater of box D(b) or box D(c), above, in box E(e) below)
2					
3					
4					
5					
6					
7					
8					
	(a)	(b)	(c)	(d)	(e)
Totals					
Enter total of items E(a) through E(e). This amount is the <b>Annual Anticipated Household Income</b>					\$

F. **Recipient Statement:** The information on this form is to be used to determine maximum income for eligibility. I/we have provided, for each person set forth in Item C, acceptable verification of current and anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief and are given under penalty of perjury. **WARNING:** Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S 775.082 or 775.83.

_____ Signature of Head of Household	Date _____
_____ Signature of Spouse or Co-Head of Household	Date _____
_____ Signature of Household Member (over 18 years)	Date _____
_____ Signature of Household Member (over 18 years)	Date _____
_____ Signature of Household Member (over 18 years)	Date _____
_____ Signature of Household Member (over 18 years)	Date _____

- G. **SHIP Administrator Statement:** Based on the representations herein, and upon the proofs and documentation submitted pursuant to item F, hereof, the family or individual(s) named in item C of this Resident Income Certification is/are eligible under the provisions of Chapter 420, Part V, Florida Statutes, the family or individual(s) constitute(s) a: (check one)

\_\_\_\_\_ **Extremely Low Income (ELI) Household** means individuals or families whose annual income does not exceed 30% of the AMI as determined by HUD with adjustments for household size.  
Maximum Income Limit: \_\_\_\_\_

\_\_\_\_\_ **Very Low Income (VLI) Household** means individuals or families whose annual income does not exceed 50% of the AMI as determined by HUD with adjustments for household size.  
Maximum Income Limit: \_\_\_\_\_

\_\_\_\_\_ **Low Income (LI) Household** means individuals or families whose annual income does not exceed 80% of the AMI as determined by HUD with adjustments for household size.  
Maximum Income Limit: \_\_\_\_\_

\_\_\_\_\_ **Moderate Income (MI) Household** means individuals or families whose annual income does not exceed 120% of the AMI as determined by HUD with adjustments for household size.  
Maximum Income Limit: \_\_\_\_\_

\_\_\_\_\_ **121-140% Income Household** means individuals or families whose annual income does not exceed 140% of the AMI as determined by HUD with adjustments for household size.  
Maximum Income Limit: \_\_\_\_\_

Based upon the \_\_\_\_\_ (year)  
Income Limits for \_\_\_\_\_ (MSA or County) \_\_\_\_\_

**Signature of the SHIP Administrator or His/Her Designated Representative:**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name (print or type) \_\_\_\_\_ Title \_\_\_\_\_

**H. Household Data** (to be completed by Head of Household only)

Household elects to not participate.						_____ (Initials of Household Head)			
<b>Head of Household Data</b>									
<b>By Race / Ethnicity</b>						<b>By Age</b>			
White	Black	Hispanic	Asian	American Indian	Other	0 - 25	26 - 40	41 - 61	62 +
<b>Household Members Data</b>									
<b>Special Target / Special Needs</b> (Check all that apply to any member)									
Farm worker	Developmentally Disabled	Homeless	Elderly	Special Needs (define)	Special Needs (define)				

NOTE: Information in this Section H is being gathered for statistical use only. No resident is required to give such information unless they desire to do so. Refusal to provide information in this Section will not affect any right household has as residents. There is no penalty for households that do not complete the form.

SHIP H-RIC

## LEGAL PROPERTY DESCRIPTION

### **Parcel ID: 2688-004-007**

Parcel A: Lot 7, Block D, OCALA GARDENS, as per plat thereof recorded in Plat Book F, Page 39, Public Records of Marion County, Florida. Parcel B: Beginning at the Southeast corner of Lot 7, as described above, thence N.00°02'30"W. along the East boundary of said Lot 7, 147.10 feet; thence N.88°27'30"E. along the South boundary of Lot 5, Block D, 100.00 feet to the Southeast corner of said Lot 5; thence run S.00°02'30"E. 146.96 feet to a point on the North right of way line of N.E. 10th Street, formerly known as Rosedale Avenue; thence run S.88°25'30"W. 100.00 feet along and with said right of way line to the Point of Beginning.

### **Addresses of each unit:**

3419 NE 10<sup>th</sup> ST, Ocala, FL 34470  
3421 NE 10<sup>th</sup> ST, Ocala, FL 34470  
3425 NE 10<sup>th</sup> ST, Ocala, FL 34470  
3429 NE 10<sup>th</sup> ST, Ocala, FL 34470  
3433 NE 10<sup>th</sup> ST, Ocala, FL 34470  
3437 NE 10<sup>th</sup> ST, Ocala, FL 34470  
3439 NE 10<sup>th</sup> ST, Ocala, FL 34470  
3441 NE 10<sup>th</sup> ST, Ocala, FL 34470  
3443 NE 10<sup>th</sup> ST, Ocala, FL 34470



## **Florida Residential Lease Agreement**

**THIS AGREEMENT** (hereinafter referred to as the "Florida Lease Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between S & A Allen S.S. Blvd, LLC (hereinafter referred to as "Landlord") and \_\_\_\_\_ (hereinafter referred to as "Tenant." For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows: 1. **PROPERTY.** Landlord owns certain real \_\_\_\_\_ property and improvements located at \_\_\_\_\_ (hereinafter referred to as the "Property"). Landlord desires to lease the Premises to Tenant upon the terms and conditions contained herein. Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein.

2. **TERM.** This Florida Lease Agreement shall commence on \_\_\_\_\_ and shall continue as a lease for term. The termination date shall be on \_\_\_\_\_ at 11:59 PM. Upon termination date, Tenant shall be required to vacate the Premises unless one of the following circumstances occur:

- (i) Landlord and Tenant formally extend this Florida Lease Agreement in writing or create and execute a new, written, and signed Florida Lease Agreement; or
- (ii) Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent.

In the event that Landlord accepts new rent from Tenant after the termination date, a month-to-month tenancy shall be created. If at any time either party desires to terminate the month-to-month tenancy, such party may do so by providing to the other party written notice of intention to terminate at least 30 days prior to the desired date of termination of the month-to-month tenancy.

Notices to terminate may be given on any calendar day, irrespective of Commencement Date. Rent shall continue at the rate specified in this Florida Lease Agreement, or as allowed by law. All other terms and conditions as outlined in this Florida Lease Agreement shall remain in full force and effect. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required).

3. **RENT.** Tenant shall pay to Landlord the sum of \$ \_\_\_\_\_ per month as Rent for the Term of the Agreement. Due date for Rent payment shall be the 1st day of each calendar month and shall be considered advance payment for that month. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay rent.

A. **Delinquent Rent.** If not paid on the 1st, Rent shall be considered overdue and delinquent on the 5th day of each calendar month. If Tenant fails to timely pay any month's rent, Tenant will pay Landlord a late charge of \$ 50.00, for the 5<sup>th</sup>, 6<sup>th</sup>, and 7<sup>th</sup> day and \$100.00 for each day after the 8<sup>th</sup>.

Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise for Tenant's failure to timely pay rent.

B. **Prorated Rent.** In the event that the Commencement Date is not the 1st of the calendar month, rent payment remitted on the Commencement Date shall be prorated based on a 30-day period.

- C. Returned Checks. In the event that any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay \$40.00 to Landlord for each such check, plus late charges, as described above, until Landlord has received payment. Furthermore, Landlord may require in writing that Tenant pay all future Rent payments by cash, money order, or cashier's check.
- D. Order in which funds are applied. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, brokerage fees, and periodic utilities, then to rent, regardless of any notations on a check.
- E. Rent Increases. There will be no rent increases through the Termination Date. If this lease is renewed automatically on a month-to-month basis, Landlord may increase the rent during the renewal period by providing written notice to Tenant that becomes effective the month following the 30<sup>th</sup> day after the notice is provided.
4. **SECURITY DEPOSIT.** Upon execution of this Florida Lease Agreement, Tenant shall deposit with Landlord the sum of \$ [REDACTED] receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Landlord may place the security deposit in an interest-bearing account and any interest earned will be paid to Landlord or Landlord's representative.
- A. **REFUND.** Upon termination of the tenancy, all funds held by the landlord as security deposit may be applied to the payment of accrued rent and the cost of damages that the landlord has suffered by reason of the tenant's noncompliance with the terms of this Florida Lease Agreement or with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
- B. **DEDUCTIONS.** Landlord may deduct reasonable charges from the security deposit for:
- (1.) Unpaid or accelerated rent;
  - (2.) Late charges;
  - (3.) Unpaid utilities;
  - (4.) Costs of cleaning, deodorizing, and repairing the Property and its contents for which Tenant is responsible;
  - (5.) Pet violation charges;
  - (6.) Replacing unreturned keys, garage door openers, or other security devices;
  - (7.) The removal of unauthorized locks or fixtures installed by Tenant;
  - (8.) Insufficient light bulbs;
  - (9.) Packing, removing, and storing abandoned property;
  - (10.) Removing abandoned or illegally parked vehicles;

- (11.) Costs of reletting, if Tenant is in default;
- (12.) Attorney fees and costs of court incurred in any proceeding against Tenant;
- (13.) Any fee due for early of removal of an authorized key box;
- (14.) Other items Tenant is responsible to pay under this Lease.

If deductions exceed the security deposit, Tenant will pay to Landlord the excess within ten days after Landlord makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

5. **USE OF PREMISES.** The Premises shall be used and occupied solely by Tenant, as a private single-family dwelling, and no part of the Premises shall be used at any time during the term of this Florida Lease Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
6. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
7. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Florida Lease Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Florida Lease Agreement.
8. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Florida Lease Agreement.
9. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Florida Lease Agreement and all rights hereunder shall terminate.

10. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
11. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises. This is required before keys will be released to you. Must show proof of electric service in your name.
12. **MAINTENANCE, REPAIR, AND RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Florida Lease Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
  - A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
  - B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
  - C. Not obstruct or cover the windows or doors;
  - D. Not leave windows or doors in an open position during any inclement weather;
  - E. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
  - F. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
  - G. Keep all air conditioning filters clean and free from dirt;
  - H. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
  - I. Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
  - J. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
  - K. Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
  - L. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.



13. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Florida Lease Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Florida Lease Agreement continue according to its terms.

14. **ACCESS BY LANDLORD.** Landlord and Landlord's agents shall have the right at all reasonable times, and by all reasonable means, without notice, during the term of this Florida Lease Agreement and any renewal thereof to enter the Premises for the following purposes:

- A. Inspect the Property for condition;
- B. Make repairs;
- C. Show the Property to prospective tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents;
- D. Exercise a contractual or statutory lien;
- E. Leave written notice;
- F. Seize nonexempt property after default.

Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this Lease or any renewal period.

If Tenant fails to permit reasonable access under this Paragraph, Tenant will be in default.

15. **SUBORDINATION OF LEASE.** This Florida Lease Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

16. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Florida Lease Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at \$ \_\_\_\_\_ per month and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.

17. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Florida Lease Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.



18. **ANIMALS.** There will be NO ANIMALS
19. **WATERBEDS.** THERE WILL BE NO WATERBEDS, unless authorized by a separate written Waterbed Addendum to this Residential Lease Agreement.
20. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
21. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
22. **DEFAULT.** If Landlord breaches this Lease, Tenant may seek any relief provided by law. If Tenant fails to comply with any of the material provisions of this Florida Lease Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Florida Lease Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Florida Lease Agreement.
23. **ABANDONMENT.** If at any time during the term of this Florida Lease Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Florida Lease Agreement during the balance of the unexpired term, if this Florida Lease Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

24. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
25. **RECORDING OF FLORIDA LEASE AGREEMENT.** Tenant shall not record this Florida Lease Agreement on the Public Records of any public office. In the event that Tenant shall record this Florida Lease Agreement, this Florida Lease Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
26. **GOVERNING LAW.** This Florida Lease Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Florida.
27. **SEVERABILITY.** If any provision of this Florida Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Florida Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
28. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
29. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
30. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
31. **NON-WAIVER.** No delay, indulgence, waiver, non-enforcement, election or non-election by Landlord under this Florida Lease Agreement will be deemed to be a waiver of any other breach by Tenant, nor shall it affect Tenant's duties, obligations, and liabilities hereunder.
32. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Florida Lease Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
33. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be delivered to Tenant at the Property address, and to Landlord at the following address:
34. **LEAD-BASED PAINT DISCLOSURE.** If the premises were constructed prior to 1978 Tenant acknowledges receipt of the form entitled "LEAD-BASED PAINT DISCLOSURE" which contains disclosure of information on lead-based paint and/or lead-based paint hazards.
35. **WAIVER OF JURY TRIAL.** LANDLORD AND TENANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT, SPECIFICALLY BUT NOT LIMITED TO, ANY ISSUES INVOLVING TENANT'S TENANCY.
36. **RADON NOTIFICATION.** Pursuant to Florida Statute 404.056(8), the following disclosure is made: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has

accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit."

37. **WAIVER OF NOTICE.** TENANT HEREBY WAIVES HIS OR HER RIGHT TO NOTICE PURSUANT TO FLORIDA STATUTE 715.104.

As to Landlord this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

LANDLORD:

Sign: \_\_\_\_\_

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

As to Tenant, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

TENANT

Signature : \_\_\_\_\_

Print Name : \_\_\_\_\_ Date : \_\_\_\_\_

TENANT :

Sign: \_\_\_\_\_

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

Record and Return to:  
Marion County Community Services Department  
2710 East Silver Springs Blvd.  
Ocala, Florida 34470

Rec. Fees: \$103.50  
DS: \$4,725.00

Property Appraiser's #2688-004-007  
Owner: S & A Allen S.S. Blvd, LLC

**MORTGAGE LIEN  
FOR REAL PROPERTY ACQUIRED  
IN WHOLE OR IN PART WITH STATE HOUSING INITIATIVES PARTNERSHIP FUNDS**

This mortgage made by and between Marion County, a political subdivision of the State of Florida, 601 SE 25<sup>th</sup> Ave., Ocala, FL 34471 ("Mortgagee"), and **S & A ALLEN S.S. BLVD, LLC, a for-profit corporation, with an address of 2531 NW 35<sup>th</sup> Street, Ocala, FL 34475 ("Mortgagor")**.

WHEREAS, the Mortgagee is the Administrator of the State Housing Initiative Program ("SHIP"); and

WHEREAS, pursuant to Section 420.907-9079, Florida Statutes, and Chapter 67-37, Florida Administrative Code, the State of Florida has made available to the Mortgagor, through the Mortgagee, certain funds to be used in the Acquisition of Rental Housing Project.

WHEREAS, Mortgagee and Mortgagor, desire for Sponsor to acquire nine (9) rental units, to be used as rental housing subject to Mortgagor entering into a mortgage in favor of Mortgagee for a loan for the costs of acquisition of the property ("the Project"), and

WHEREAS, the Project was approved as a project in the Local Housing Assistance Plan based on Mortgagor's proposal; and

WHEREAS, upon completion of the acquisition Mortgagor will use the building to serve very low-income SHIP-eligible people and in accordance with the separate agreement between Mortgagor and Mortgagee executed on or before **(June 18, 2024)** entitled Marion County Standard Professional Services Agreement Acquisition of Rental Housing Project (the "Agreement"); and

WHEREAS, this Mortgage shall constitute a lien on the property to ensure performance as described herein, as set forth in the promissory note of even date between the parties (the "Note") and as set forth in the Agreement entered into by the parties, until released as provided herein;

NOW, THEREFORE in consideration of the financial assistance granted herein and in order to secure the payment of both the principal, and interest, and any other sums payable on the Note or this Mortgage and the performance and observance of all the provisions hereof, of the Note, and of the Agreement, Mortgagor hereby mortgages to Mortgagee all of Mortgagor's estate, right, title and interest in, to and under all that certain real property situated in Marion County, Florida, more particularly described as follows:

**Parcel ID: 2688-004-007, to Include All Units**

**Parcel A: Lot 7, Block D, OCALA GARDENS, as per plat thereof recorded in Plat Book F, Page 39, Public Records of Marion County, Florida. Parcel B: Beginning at the Southeast corner of Lot 7, as described above, thence N.00°02'30"W. along the East boundary of said Lot 7, 147.10 feet; thence N.88°27'30"E. along the South boundary of Lot 5, Block D, 100.00 feet to the Southeast corner of said**

**Lot 5; thence run S.00°02'30"E. 146.96 feet to a point on the North right of way line of N.E. 10th Street, formerly known as Rosedale Avenue; thence run S.88°25'30"W. 100.00 feet along and with said right of way line to the Point of Beginning.**

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air conditioning equipment, machinery and articles of personal property and replacement thereof (other than those owned by lessees of said real property) now or hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, occupancy, or operation of the said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, profits, revenues, royalties, rights, accounts, accounts receivable, and benefits arising from, relating to or accruing from said real property and together with all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards (the foregoing said real property, tangible and intangible personal property hereinafter collectively referred to as the "Mortgaged Property"). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

MORTGAGOR covenants and agrees as follows:

1. The terms and conditions contained in the Agreement and the Note are incorporated herein and made a part hereof as fully as if set forth herein.
2. **FUNDING.** Mortgagee through its Community Services Department (the "Department") has provided a deferred payment loan to Mortgagor for allowable costs to include acquisition costs as allowable by **EXHIBIT B** to the Agreement, in the amount of **One Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$1,350,000.00) plus recording fees and document stamps** for services performed under the terms of the Agreement and detailed in **Exhibit B** thereof. In the event the Project costs exceed the stated amount, Mortgagor shall be responsible for any excess. In the event the Project does not use all the funds allocated, any excess shall be returned to Mortgagee.
3. **SERVICES AND PERFORMANCE.** The parties mutually agree to furnish, each to the other, the respective services, information, and items as detailed in **Exhibit A** of the Agreement, and the Scope of Work/Funding attached as **Exhibit B** of the Agreement.
4. **TERM.** This mortgage shall expire thirty (30) years from the date of execution. Provided Mortgagor fully, faithfully and satisfactorily performs all of the terms and conditions of the Marion County Standard Professional Services Agreement for Acquisition and Rehabilitation of Rental Housing, along with said Agreement's Exhibits and the accompanying Mortgage Lien and Promissory Note, then and in that event, upon maturity of said Mortgage Deed and Promissory Note, Mortgagee will release Mortgagor of its obligations thereunder and will acknowledge full payment and satisfaction of said note and mortgage deed and surrender the same as canceled of record.
5. **INSURANCE.** Mortgagor shall maintain, throughout the term of this Agreement comprehensive general liability insurance, property and casualty or builder's risk insurance, and Worker's Compensation insurance as set forth in Section "17" of the Standard Terms, **Exhibit A** to the Agreement.
6. Mortgagor warrants that Mortgagor has good and marketable title to an indefeasible fee estate in the real property comprising the Mortgaged Property subject to no lien, charge, or encumbrance except as Mortgagee has agreed to accept in writing and Mortgagor covenants that this Mortgage is and will remain a valid and enforceable mortgage on the Mortgaged Property subject only to the exceptions herein provided. Mortgagor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done

or intended hereafter to be done. Mortgagor will preserve such title and will forever warrant and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.

7. Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time require in order to preserve the priority of the lien of this Mortgage or to facilitate the performance of the terms hereof.
8. Mortgagor further covenants and agrees to pay when due, without requiring any notice from Mortgagee, all taxes, assessments of any type or nature, and other charges levied or assessed against the Mortgaged Property or this Mortgage and produce receipts therefor upon demand. To immediately pay and discharge any claim, lien, or encumbrance against the Mortgaged Property which may be or become superior to this Mortgage and to permit no default or delinquency on any other lien, encumbrance, or charge against the Mortgaged Property.
9. Mortgagor further covenants and agrees to promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal, or municipal law or regulation, hereafter passed against Mortgagee upon this Mortgage or the debt hereby secured, or upon its interest under this Mortgage, provided however that the total amount so paid for any such taxes pursuant to this paragraph together with the interest payable on said indebtedness shall not exceed the highest lawful rate of interest in Florida and provided further that in the event of the passage of any such law or regulation imposing a tax or assessment against Mortgagee upon this Mortgage or the debt secured hereby, that the entire indebtedness secured by the Mortgage shall thereupon become immediately due and payable at the option of Mortgagee.
10. Mortgagor further covenants and agrees to maintain the Mortgaged Property in good condition and repair, including but not limited to the making of such repairs as Mortgagee may from time to time determine to be necessary for the preservation of the Mortgaged Property and to not commit or permit any waste thereof, and Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.
11. Mortgagor further covenants and agrees to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.
12. Mortgagor further covenants and agrees that if Mortgagor fails to pay any claim, lien or encumbrance which is superior to this Mortgage, or when due, any tax or assessment or insurance premium or to keep the Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim, lien encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as deems advisable, and for any of such purposes, Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees, and other items of expense as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment, and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise.
13. Mortgagor further covenants and agrees that Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee to protect the Mortgaged Property hereof pursuant to this Mortgage, including all costs, reasonable attorney's fees, and other items of expense, together with interest on each such advancement at the rate of interest provided herein and all such sums and interest thereon shall be secured hereby.



14. Mortgagor further covenants and agrees all sums of money secured hereby shall be payable without any relief wherever from any valuation or appraisal laws.
15. If default occurs in payment of the principal or interest of the Note or any part thereof when due, or in payment, when due or any other sum secured hereby, or in performance of any Mortgagor's obligations, covenants or agreements hereunder, in the Note or in the Agreement, all of the indebtedness secured hereby shall become and be immediately due and payable at the option of Mortgagee, without notice or demand, which are hereby expressly waived, in which event, Mortgagee may avail itself of all rights and remedies, at law or in equity, and this Mortgage may be foreclosed with all rights and remedies afforded by the laws of Florida and Mortgagor shall pay all costs, charges, and expenses thereof, including a reasonable attorney's fee, including all such other costs, expense and attorney's fees for any retrial, rehearing or appeals. The indebtedness secured hereby shall bear interest at the rate provided herein from and after the date of any such default of Mortgagor.
16. If default be made in payment, when due, of any indebtedness, secured hereby, or in performance of any of Mortgagor's obligations, covenants, or agreements in this Mortgage, the Note or the Agreement:
  - A) Mortgagee is authorized at any time, without notice, in its sole discretion to enter upon and take possession of the Mortgaged Property or any part thereof, to perform any acts Mortgagee deems necessary or proper to conserve the Mortgaged Property and to collect and receive all rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits thereof, including that past due as well as those accruing thereafter; and
  - B) Mortgagee shall be entitled, as a matter of strict right, without notice and ex parte, and without regard to the value or occupancy of the Mortgaged Property, the solvency of Mortgagor, or the adequacy of the Mortgaged Property as security for the Note to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of Florida.

In either such case, Mortgagee or the receiver may also take possession of, and for these purposes, use any and all personal property that is a part of the Mortgaged Property and used by Mortgagor in the rental or leasing thereof or any part thereof. The expense (including receiver's fees, counsel fees, costs, and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Mortgagee shall (after payment of all costs and expenses incurred) apply such rents, issues, and profits received by it on the indebtedness secured hereby in such order and Mortgagee determines. The right to enter and take possession of the Mortgaged Property, to manage and operate the same, and to collect the rents, issues, profits, revenues, royalties, rights, proceeds, accounts, accounts receivable, and benefits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issues, and profits actually received by Mortgagee.
17. If the indebtedness secured hereby is now or hereafter secured by chattel mortgages, security interests, financing statements, pledges, contracts of guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than one (1) parcel of real property, Mortgagee may, at its option, exhaust any one or more of said securities and security hereunder, or such parcels of security hereunder, either concurrently or independently, and in such order as it may determine.
18. This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within six (6) years from the date hereof, to the same extent as if such future advances were made on the date of the

execution of this Mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of two (2) times the amount of the Note, plus interest thereon, plus any disbursements made for the payment of taxes, levies, or insurance on the Mortgaged Property, plus interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other notes secured by this Mortgage. This Mortgage is given for the specific purpose of securing any and all indebtedness by Mortgagor to Mortgagee (but in no event shall the secured indebtedness exceed at any time the maximum principal amount set forth in this paragraph) in whatever manner this indebtedness may be evidenced or represented until this Mortgage is satisfied with record. All covenants and agreements contained in this Mortgage shall be applicable to all further advances made by Mortgagee to Mortgagor under this future advance clause.

19. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise, afforded by law, shall operate as a waiver by Mortgagee of any default shall constitute a waiver of or consent to subsequent defaults. No failure of Mortgagee to exercise any option herein given to accelerate the maturity of the debt hereby secured, no forbearance by Mortgagee before or after the exercise of such option and no withdrawal or abandonment of foreclosure proceeding by Mortgagee shall be taken or construed as a waiver of its right to exercise such option or to accelerate the maturity of the debt, hereby secured by reason of any past, present, or future default on the part of Mortgagor; and, in like manner, the procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be taken or construed as a waiver of its right to accelerate the maturity of the debt hereby secured.
20. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for the performance of any obligation contained herein, in the Note and/or in the Agreement, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of the Note, and without notice or consent:
  - A) Release any person liable for payment of all or part of the indebtedness or for the performance of any obligation;
  - B) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;
  - C) Exercise or refrain from exercising or waive any right Mortgagee may have;
  - D) Accept additional security of any kind; and
  - E) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Mortgaged Property.
21. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.
22. Mortgagor hereby waives all rights of homestead exemption if any, in the Mortgaged Property.
23. In the event of condemnation proceedings of the Mortgaged Property, the award or compensation payable thereunder is hereby assigned to and shall be paid to Mortgagee. Mortgagee shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. In any such condemnation proceedings, Mortgagee may be represented by counsel selected by Mortgagee. The proceeds of any award or compensation so received shall, at the option of Mortgagee, either be applied to the prepayment of the Note and at the rate of interest payable on the award by

the condemning authority, or at the option of Mortgagee, such award shall be paid over to Mortgagor for restoration of the Mortgaged Property.

24. At the option of Mortgagee, Mortgagor shall provide Mortgagee with periodic financial statements of the operations of and the financial condition of Mortgagor.
25. The loan represented by the Mortgage and the Note is personal to Mortgagor. Mortgagee extended the funds to Mortgagor based upon the representations made in the Mortgagor's application and the Agreement between the parties as well as Mortgagee's judgment of the ability of Mortgagor to perform under this Mortgage, the Note and the Agreement and Mortgagee's judgment of the ability of Mortgagor to repay all sums due under this Mortgage. Therefore, this Mortgage may not be assumed by any subsequent holder of an interest in the Mortgaged Property unless in compliance with SHIP regulations and with written approval by Mortgagee.
26. COMPLIANCE WITH ENVIRONMENTAL LAWS:
  - A) Hazardous Waste: "Hazardous Waste" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time in effect.
  - B) Representations and Warranties: Mortgagor specifically represents and warrants that the use and operation of the Mortgaged Property comply with all applicable environmental laws, rules and regulations, including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto, and Mortgagor shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there are not now and there shall not in the future be any Hazardous Waste located or stored in, upon, or at the Property, and there are not now nor shall there be at any time any releases or discharges of Hazardous Waste from the Mortgaged Property.
  - C) Indemnification.
    - (1) Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment, and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Mortgagee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Mortgaged Property of any Hazardous Waste, regardless of whether within Mortgagor's control. The indemnification agreement set forth in this paragraph includes without limitation, any losses, liabilities (including strict liability), damages, injuries, expenses (including attorneys' fees for attorneys of Mortgagee's choice), costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response Compensation and Liability Act, any deferral state or local "Superfund" or "Superlien" laws, and any and all other statutes laws, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any Hazardous Waste.
    - (2) The indemnification and hold harmless agreement set forth in this subparagraph shall benefit Mortgagee from the date hereof and shall continue notwithstanding payment, release, or discharge of this Mortgage or the obligations secured hereby, and, without limiting the generality of the foregoing, such obligations shall continue for the benefit of Mortgagee during and following any

possession or ownership of the Mortgaged Property by Mortgagee, whether arising by foreclosure or deed in lieu of foreclosure or otherwise, such indemnification and hold harmless agreement to continue forever.

D) Notice of Environmental Complaint. If Mortgagor shall receive any knowledge of notice (actual or constructive) of:

(1) The happening of any event involving the spill, release, leak, seepage, discharge, presence, or cleanup of any Hazardous Waste on the Mortgaged Property in connection with Mortgagor's operations thereon; or

(2) Any complaint, order, citation, or notice with regard to air emissions, water discharges; or

(3) Any other environmental, health, or safety matter affecting Mortgagor;

(All the foregoing be referred to herein as an "Environmental Complaint") from any person or entity, then Mortgagor immediately shall notify Mortgagee orally and in writing of the notice.

E) Mortgagee's Reserved Rights. In the event of an Environmental Complaint, Mortgagee shall have the right, but not the obligation (and without limitation of Mortgagee's rights under this Mortgage) to enter onto the Mortgaged Property or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental Complaint. All reasonable costs and expenses, including a reasonable attorney's fee, incurred by Mortgagee in the exercise of any such rights shall be secured by the Mortgage; shall be payable by Mortgagor upon demand; and shall accrue interest at the highest lawful rate from the date paid by Mortgagee.

27. Breach: Any breach of any warranty, representation, or agreement contained in this Mortgage, the Note, or the Agreement shall be an Event of Default and shall entitle Mortgagee to exercise any and all remedies provide in this Mortgage, or otherwise permitted by law.

28. In the event any one or more of the provisions contained in this Mortgage, the Note, or the Agreement, shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall, at the option of the Mortgagee, not affect any other provisions of this Mortgage, but this Mortgage shall be construed as if the such invalid illegal or unenforceable provision had never been contained herein or therein. The total interest payable pursuant to the Note or this Mortgage shall not in any one year exceed the highest lawful rate of interest permitted in the State of Florida.

29. The covenants and agreements herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. All covenants, agreements, and undertakings shall be joint and several. In the event additional numbered covenants or paragraphs are for convenience inserted in this Mortgage, such additional covenants shall be read and given the effect as though following this covenant in consecutive order.

30. Mortgagor understands and agrees that this Mortgage shall be recorded in the public records of Marion County, Florida, and that this Mortgage shall be a legal and binding contract and a lien on the Mortgaged Property described herein, enforceable in the courts of the State of Florida.

IN WITNESS THEREOF, this Mortgage has been duly executed by the undersigned.

**WITNESS:**

Signed, sealed, and delivered  
in our presence as witnesses:

**S & A Allen S.S. Blvd, LLC**

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Witness Name Printed

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Address

Its: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

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

\_\_\_\_\_  
Witness Name Printed

\_\_\_\_\_  
Address

**STATE OF FLORIDA  
COUNTY OF MARION**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization,  
on this day \_\_\_\_\_ of \_\_\_\_\_ 2024. by Stephen A. Allen as Manager for S & A Allen S.S. Blvd, LLC

(SEAL)

\_\_\_\_\_  
Signature - Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



Property Appraiser's #2688-004-007  
Owner: S & A Allen S.S. Blvd, LLC

## PROMISSORY NOTE

\$1,350,000.00

DATE: \_\_\_\_\_

**FOR VALUE RECEIVED**, the undersigned (the "Borrower") promises to pay to Marion County, a political subdivision of the State of Florida, SHIP Fund, Marion County, Florida, its successors or assigns ("Lender"), the principal sum of **One Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$1,350,000.00)** to include document stamps and recording fees or such other amount as may be advanced by Lender from time to time hereunder, and to pay interest on the outstanding principal balance at the rate of zero (0%) percent from the above date until fully paid. Payment shall be due upon sale, transfer, or refinance of the collateral securing this note to Marion County, or if units are used for purposes other than the acquisition of the 2 rental units or the purposes described in the Marion County Standard Professional Services Agreement Acquisition of Rental Housing Project between Borrower and Lender

This Note and all other obligations of the Borrower, including the agreement entered into between the parties entitled Marion County Standard Professional Services Agreement Acquisition of Rental Housing Project (the "Agreement") are secured by a lien on collateral in the form of real property located in Marion County, Florida (the "Security"), pursuant to a Mortgage Lien For Real Property Acquired or Improved With State Housing Initiatives Partnership Funds (the "Mortgage") held by Lender. The terms and conditions contained in the Agreement and the Mortgage are incorporated herein and made a part hereof as fully as if set forth herein. This Note, the Agreement and the Mortgage are collectively referred to as the "Loan Documents". Reference herein to the Loan Documents is made for a statement of the rights and remedies of Lender with respect to such collateral. Borrower shall not sell, lease or transfer all or any part of the Security or any interest therein, including transfer by judicial sale or any other voluntary or involuntary transfer, without Lender's prior written consent prior to discharge.

1. Payment.

- A. Maturity. The purpose of this Note is to provide Borrower SHIP (State Housing Initiatives Partnership) grant funds for the Acquisition and Rehabilitation of Rental Housing Project. The maturity date of this Note shall be the **1<sup>st</sup> Day of July 2054**. Provided Borrower fully, faithfully and satisfactorily performs all of the terms and conditions of the Marion County Standard Professional Services Agreement for Acquisition and Rehabilitation of Rental Housing, along with said Agreement's Exhibits and the accompanying Mortgage Lien and Promissory Note, then and in that event, upon maturity of said Mortgage Deed and Promissory Note, Lender will release Borrower of its obligations thereunder and will acknowledge full payment and satisfaction of said note and mortgage deed and surrender the same as canceled of record.
- B. Where to Make Payment. Sums due under this Note shall be payable to the Marion County SHIP Grant, Marion County, Florida, 2710 E. Silver Springs Blvd., Ocala, Florida 34470, or such other place as the Noteholder may designate.
- C. Prepayment. Borrower has the option and privilege of prepaying all or any part of the outstanding principal balance evidenced by this Note without premium, penalty or charge.

2. Event of Default.

An event of default shall occur if: (a) Borrower fails to make any payment due under this Note within fifteen (15) days of the due date; or (b) an event of default occurs under any of the Loan Documents between Borrower and Lender, (collectively "Event of Default").

3. Acceleration.

Upon the occurrence of any Event of Default, the outstanding principal hereof and all accrued interest thereon, at the option of Lender, shall become and be immediately due and payable without notice or demand.

4. Relationship of Borrower and Lender.

Nothing contained in this Note shall be deemed or construed to create the relationship of partner or joint venture as between Lender and Borrower, it being agreed and understood that the only relationship between the parties is that of lender and borrower. The terms hereunder are only intended to compensate Lender for its agreement to make the loan evidenced by this Note. Market conditions as of the date of this Note have been considered.

5. Costs/Attorney's Fees.

Borrower, and all other persons or entities who are or may become liable on the indebtedness evidenced by this Note, agree jointly and severally, to pay all costs of collection, including reasonable attorneys' fees and all costs of any action or proceeding (including but without limitation commencement of non-judicial foreclosure or private sale), in case the unpaid principal sum of this Note is not paid when due, or in case it becomes necessary to enforce any other obligation of Borrower hereunder or to protect the Security for the indebtedness evidenced hereby, or for the foreclosure by Lender of the Mortgage, or in the event Lender is made a party to any litigation because of the existence of the indebtedness evidenced by the Note, whether suit be brought or not, and whether through courts or original jurisdiction, as well as in courts of appellate jurisdiction, or through a bankruptcy court or other legal proceedings. Borrower acknowledges that all such costs are secured by the Mortgage. As used herein "attorneys' fees" shall be deemed to include fees incurred in appellate, bankruptcy and post-judgment proceedings and shall be deemed to include charges for paralegal, law clerks, and other staff members operating under the supervision of an attorney. Any payment or award of attorney's fees shall include as part thereof any and all sales and/or use taxes imposed thereon by any appropriate governmental authority.

6. Waiver.

Borrower, and all persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally:

- A. Presentment. Waive Lender's diligence, presentment, protest and demand for payment, notice of protest of demand, of nonpayment, of dishonor and of maturity and all other notices, filing suit and diligence in collecting this Note, in enforcing any of the security rights or in a proceeding against the Security.
- B. Time is of the Essence. Agree that time is of the essence of every provision hereof.
- C. Substitution. Agree to any substitution, exchange, addition or release of any of the Security or the addition or release of any party or person primarily or secondarily liable hereon.
- D. Renewals, Extensions, Modifications. Consent to any and all renewals, extensions or modifications agreed to by Borrower and Lender of the terms hereof or the terms contained in any of the Loan Documents, including time for payment.
- E. Statute of Limitations. Expressly waive to the full extent of the law, the right, if any, to plead any and all statutes of limitation as a defense to any demand on this Note or Mortgage or any other documents executed in connection with the loan evidenced by this Note.
- F. No Exhaustion of Remedies. Agree that Lender shall not be required first to institute any suit or exhaust its remedies against Borrower or any other person or party to become liable hereunder, or against the Security in order to enforce payment of this Note.
- G. Remain Liable. Agree that, notwithstanding the occurrence of any of the foregoing (except the express written release by Lender of any such person), they shall be and remain jointly and severally, directly and primarily, liable for all sums due under this Note and the

7. Rights and Remedies of Lender.

Borrower, and all persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally:

- A. Lender May Waive. Agree that Lender shall have the right, at any time and from time to time, at its sole option and in its sole discretion, to waive all or any part of any charge due Lender hereunder, but such waiver shall be effective only if made in writing and shall not extend to or constitute a waiver of the same or any other term or provision herein contained or contained in the Mortgage.
- B. Cumulative. The rights and remedies of Lender as provided in this Note and in the Mortgage, shall be cumulative and concurrent and may be pursued singly, successively or together against Borrower, the Security

encumbered by the Mortgage, or any other persons or entities who are, or may become, liable for all or any part of this indebtedness, or any and other funds, property or security held by Lender for payment hereof, or otherwise, at the sole discretion of Lender.

- C. No Waiver. Failure of Lender to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies, or the right to exercise them at any later time. The acceptance by Lender of payment hereunder that is less than any payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing options at that time or at any subsequent time or nullify any prior exercise of any such option without the express written consent of Lender. A wavier or release with reference to one Event of Default shall not be construed as a continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to any subsequent Event of Default.
8. Waiver of Jury Trial. Borrower hereby waives trial by jury in any action or proceeding to which Borrower and Lender may be parties, arising out of or in any way pertaining to the Loan. This waiver is knowingly, willingly, and voluntarily made by Borrower, and Borrower hereby represents that no representation of fact or opinion has been made by any individual to induce this waiver of trial by jury or to in any way, modify or nullify its effect.
9. Governing Law. This Note is executed and delivered in Marion County, Florida, and shall be construed and enforced according to the laws of the State of Florida.

*[This portion of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of the above date.

**WITNESS:**

Signed, sealed, and delivered  
in our presence as witnesses:

**S & A Allen S.S. Blvd, LLC**

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Witness Name Printed

Its: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name Printed

\_\_\_\_\_  
Address