

**HOME PROGRAM
AGREEMENT BETWEEN
CITY OF ORLANDO
AND
ANVIL-RICHARD ALLEN GARDENS, INC.**

This **HOME Program Agreement** (hereinafter referred to as the “Agreement”) is entered into on _____, 2015, by and between the **City of Orlando**, a Florida municipal corporation with a principal address of 400 South Orange Avenue, Orlando, Florida 32801 (hereinafter referred to as “City” or “Lender”) and **ANVIL-Richard Allen Gardens, Inc.**, a Florida non-profit corporation, with a principal address of 101 South Terry Avenue, Orlando, FL, 32805 (hereinafter referred to as “ANVIL” or “Borrower”).

WITNESSETH:

WHEREAS, pursuant to Title II of the Cranston Gonzalez National Affordable Housing Act of 1990, as amended, the United States Department of Housing and Urban Development (“HUD”) has designated the City as a participating jurisdiction under the HOME Investment Partnerships Program (hereinafter referred to as “HOME”) and has allocated HOME funds to the City in furtherance of its goal of encouraging the production of decent, safe, sanitary, and affordable housing for all of the citizens of Orlando; and

WHEREAS, Anvil-Richard Allen Gardens Apartments is an existing thirty (30) unit apartment complex in the City of Orlando and ANVIL, the owner, has submitted a proposal to the City for HOME funds in the amount of ***Six Hundred Ninety Five Thousand Dollars and 00/100 (\$695,000.00)*** to rehabilitate twenty-seven (27) of the thirty (30) apartments and all twenty-seven (27) units will be HOME-assisted units. Anvil-Richard Allen Gardens Apartments is located at 720 Carter Street, Orlando, FL, 32805, and more particularly described in the legal description on the attached **Exhibit “A”** (hereinafter referred to as the “Property”); and

WHEREAS, ANVIL is the owner of the Property;

WHEREAS, the rehabilitation of the Project for rent to Very Low, Sixty Percent and Low Income families at Affordable rents is an eligible activity under the HOME Program; and

WHEREAS, the parties desire to enter into this Agreement in order to ensure compliance with the requirements of the HOME Program and to secure other covenants and promises from ANVIL regarding the use of funds to benefit Very Low, Sixty Percent and Low Income families, as defined under the standards of eligibility established by HUD and adjusted annually, a copy of which eligibility income levels for the current year is attached hereto as **Exhibit “B”** and is incorporated herein by this reference.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, the City and ANVIL agree as follows:

SECTION 1. DEFINITIONS

As used herein, the following words and terms, whether capitalized or not, shall have the following meanings, unless the context of the HOME regulations demands otherwise:

1. Affordable - means meeting the income requirements, maximum HIGH or LOW HOME rents to be charged for the units as determined by HUD, and other requirements as set forth in Section 3 of this Agreement.
2. Affordability Period - means that the HOME-assisted units shall remain Affordable for ten (10) years commencing from Project Completion.
3. Annual Income - means the projected annual income for a household, or more specifically, the gross amount of wages, income from assets, regular cash or non-cash contributions, and any other resources and benefits determined to be income by HUD, as defined in 24 CFR§ 92.203 and 24 CFR §5.609.
4. Displaced Homemaker - means an individual who:
 - (a) is an adult;
 - (b) has not worked full-time or for a full year in the labor force for a number of years but has, during such years, worked primarily without remuneration to care for the home and family; and
 - (c) is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.
5. Displaced Person - means a person (family or individual, business, nonprofit organization or farm) that moves from real property, or moves personal property from real property permanently, as a direct result of acquisition, rehabilitation or demolition for a project assisted with HOME funds, and as further defined by 24 CFR Part 92.
6. Eligible Person or Eligible Household - means one or more natural persons or a family who are determined by the City to be the following: Very Low Income (50% or below of median) for six (6) units all of which are 2-bedroom/1-bath; and Sixty Percent Income (60% or below of median) for nineteen (19) units: one (1) is a 1-bedroom/1 -bath handicapped unit and eighteen (18) units are 2-bedroom/1-bath; and (80% or below of median) for two (2) units all of which all are 2-bedroom/1-bath; all in the manner as described herein and the Budget and all according to the income limits published annually by HUD based upon the Annual Income of the household.
7. HUD - means the United States Department of Housing and Urban Development, its successors or assigns.

8. Loan Documents - means this HOME Agreement, the Note, the Mortgage, Declaration of Restrictive Covenant and all agreements, exhibits, or attachments to each of the foregoing, referenced therein or executed or delivered pursuant hereto or in connection with or arising under the loan contemplated hereby.
9. Low Income - means one or more natural persons or a family who has a total Annual Income that does not exceed eighty percent (80%) of the median income within the Orlando metropolitan statistical area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. An individual does not qualify as a low-income family if the individual is a student who is not eligible to receive Section 8 assistance under 24 CFR §5.612.
10. Note - means that certain promissory note of even date herewith given by ANVIL to City evidencing the loan contemplated by this Agreement.
11. Project - means the rehabilitation of twenty-seven (27) of the thirty (30) units on the Property that will be renovated with HOME funds and rented for the duration of the Affordability Period as follows: six (6) units [2-bedroom/1 bath units] shall be rented and occupied by Very Low Income (50% median income or less within the Orlando Metropolitan Statistical Area) families at Affordable rents (LOW Home rents), all as from time to time defined by HUD, or any successor entity, at such minimum and maximum rental rates determined by HUD and approved by the City of Orlando's Housing and Community Development Department; nineteen (19) units - eighteen (18) [2-bedroom/1 bath units] and one (1) [1 bedroom/1 bath handicapped unit] shall be rented to and occupied by Sixty Percent Income (60% of median income or less within the Orlando Metropolitan Statistical Area) families at Affordable rents (HIGH Home rents), as from time to time defined by HUD, at such minimum and maximum rental rates determined by HUD and approved by the City of Orlando's Housing and Community Development Department; and two (2) units [2-bedroom/1 bath] shall be rented to and occupied by Low Income families (80% of median income or less within the Orlando Metropolitan Statistical Area) at Affordable rents (High HOME rents) all as from time to time defined by HUD, or any successor entity, at such minimum and maximum rental rates determined by HUD and approved by the City of Orlando's Housing and Community Development Department; all in the manner as described herein and the Budget and all according to the income limits published annually by HUD based upon the Annual Income of the household.
12. Project Completion - means that all necessary title transfer requirements and construction work has been completed; the Project meets all HOME Program regulations and the requirements of 24 CFR Part 92; the Project passes the required property standards under §92.251; the final drawdown of HOME funds has been disbursed for the Project; and project completion information has been entered in the Integrated Disbursement and Information System established by HUD, except that with respect to rental housing project completion, for the purposes of §92.502(d) project completion occurs upon completion of construction and before occupancy.
13. Sixty Percent Income – means one or more natural persons or a family who has a total Annual Income for the household that does not exceed sixty percent (60%) of the median family income

within the Orlando metropolitan statistical area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 60 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. An individual does not qualify as a sixty percent low-income family if the individual is a student who is not eligible to receive Section 8 assistance under 24 CFR §5.612.

14. Very Low Income – means one or more natural persons or a family who has a total Annual Income that does not exceed fifty percent (50%) of the median family income within the Orlando metropolitan statistical area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. An individual does not qualify as a very low-income family if the individual is a student who is not eligible to receive Section 8 assistance under 24 CFR §5.612.

Other terms herein which have not been defined shall have the definition, meaning and intent given them in the HOME regulations or 24 CFR Part 92, or as cross-referenced therein, or their ordinary dictionary meaning as the context so requires.

SECTION 2. USE OF HOME FUNDS AND LOAN AMOUNT

1. Recitals: The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.
2. Use of HOME Funds: Under the terms and conditions of this Agreement and the other documents executed in connection with this Agreement, the City agrees to loan ANVIL HOME funds in the amount of Six-Hundred Ninety-Five Thousand Dollars (\$695,000.00) towards the rehabilitation of the Project.

ANVIL shall have a building permit and begin construction within 45 days of the Effective Date. ANVIL shall be fifty percent (50%) complete with the rehabilitation by seven (7) months of the Effective Date. ANVIL shall have finished 100% of the rehabilitation and a certificate of completion issued for the Project by twelve (12) months of the Effective Date. The Project shall be 100% rehabilitated and all twenty-seven (27) of the HOME-assisted units rented to and occupied by Eligible Persons at Affordable rents by fifteen months of the Effective Date. If the HOME-assisted units are not occupied by eligible tenants within three months following Project Completion, ANVIL shall submit marketing information and an enhanced marketing plan to the City, subject to review and approval by the City.

A list of tasks to be performed and a schedule for completing these tasks and a complete budget for the use of these HOME funds and other funds in the project is described on **Exhibit “C”**, which is attached hereto and made a part hereof by this reference. ANVIL shall expend the HOME funds only for those items as set forth in the Budget and as permitted under the HOME regulations as set forth in 24 CFR §92.206. ANVIL shall not use any HOME funds for prohibited purposes as set forth in 24 CFR §92.214 or other HOME regulations. ANVIL acknowledges and agrees that any HOME funds not used in accordance with this Agreement

and permitted HOME regulations must be repaid to the City. ANVIL also acknowledges and agrees if this Project is terminated before completion, not rented to Eligible Persons 18 months after the date of Project Completion, or if ANVIL fails to rent to Eligible Persons for the duration of the Affordability Period for any reason, either voluntarily or otherwise, ANVIL must repay all HOME funds awarded to ANVIL to the City.

3. Deferred Loan - Execution of Note, Mortgage and Restrictive Covenant: The loan of these HOME funds to ANVIL shall be in the form of a deferred forgivable loan on the terms set forth in this Agreement. ANVIL shall execute a promissory note, mortgage, declaration of covenants and restrictions, and other loan documents (the "Loan Documents") as required by the City. Accordingly, ANVIL shall execute a promissory note in favor of the City substantially in the form attached hereto as **Exhibit "D"** (the "Note") and incorporated herein by reference in the amount of the award. The Note shall be secured by a mortgage (the "Mortgage") on the Property substantially in the form attached hereto and incorporated herein, by reference, as **Exhibit "E"**. ANVIL shall also execute a declaration of covenants and restrictions, ("Declaration of Covenants and Restrictions") for the Project which sets forth various income and rent covenants restricting the affordability of the HOME-assisted units in the Project and that these covenants will continue for ten (10) years from Project Completion (the "Affordability Period"). ANVIL shall execute the Declaration of Covenants and Restrictions substantially in the form as **Exhibit "F"** attached hereto.

No payment shall be due to the City as long as ANVIL does not commit or there does not exist an Event of Default. However, as referenced in Section 10, upon the occurrence or existence of an Event of Default, which has not been cured during any applicable grace periods, as later defined, the City is free to exercise all remedies including those contained in this Agreement, which includes having all amounts disbursed to ANVIL repaid to the City and accelerating the loan to maturity, whereupon the outstanding principal balance of the loan shall become immediately due and payable.

4. Disbursement of the Funds: The City shall reimburse payment to ANVIL in accordance with the Budget attached hereto as "**Exhibit C**". For construction or rehabilitation related projects, the City shall reimburse ANVIL the HOME loan proceeds only after receipt of appropriate invoices and documentation, and specific itemization of expenses incurred. Reimbursement of HOME proceeds will be made to ANVIL only after approval by the City, in its sole discretion, of invoices submitted, payroll records, copies of paid bills, cancelled checks, and verification of work completed in accordance with this Agreement and applicable HOME regulations. To meet Davis Bacon requirements, all progress reports and weekly payroll records must also be submitted with any request for payment. ANVIL may not request disbursement of HOME funds under this Agreement until the funds are needed for payment of eligible HOME costs and the amount of each disbursement request shall be limited to only the amount needed. Costs may be incurred by ANVIL and reimbursed, provided the required environmental review was done before ANVIL incurred the cost. Advance disbursements of HOME funds are not allowed under this Agreement. Requests for partial payment shall be made on a form substantially similar to **Exhibit "G"**, attached hereto and incorporated herein by reference. ANVIL shall submit a Contractor's Invoice on a form substantially similar to **Exhibit "H"**, attached hereto and incorporated herein by reference.

ANVIL agrees that the City shall retain ten percent (10%) of each reimbursement request for a

total of ten percent (10%) of the loan funds (the “Retainage”) until ANVIL provides the City with releases of liens from all contractors, subcontractors and suppliers and otherwise demonstrates that it has fully complied with Part 1, Construction Liens, Chapter 713, Florida Statutes, and all of the terms of this Agreement, including correction of all work and materials found to be deficient by the City and the full provision of other funds into the project as described in the Budget. Also, City will not release the Retainage until completion of all punch-list items, issuance of a certificate of occupancy or certificate of completion and completion of a final inspection from both the City’s Building Inspectors and the City’s Housing and Community Development Department to verify that the Project is completed in accordance with all approved plans, local codes and property standards. Along with each request for payment, ANVIL shall submit the corresponding partial or final release of lien. Requests for final payment and the Retainage shall be made on a form substantially similar to **Exhibit “I”**, attached hereto and incorporated herein by reference. Line item amendments may be made by ANVIL (except for increases in profit) with prior written approval from the Director of the City’s Housing and Community Development Department.

Notwithstanding anything to the contrary in this Agreement, the City also reserves the right to request and approve documentation supporting any requests for reimbursement to verify the reasonableness and validity of such costs and such Budget may be modified by the City accordingly.

SECTION 3. AFFORDABILITY

1. Units to be Assisted: ANVIL has designated twenty-seven (27) units on the Property to be assisted with HOME funds and are all floating “HOME-assisted units” as listed on the attached **Exhibit “J”**. ANVIL must provide the specific street address and apartment number of each HOME unit no later than the time of initial occupancy. Floating units are changed to maintain conformity with the requirements of 24 CFR §92.252 during the Affordability Period so that the total number of HOME-assisted units meeting the requirements of §92.252 remains the same, and each substituted unit is comparable in terms of size, features, and number of bedrooms to the originally designated HOME-assisted unit.
2. HOME Program Rental Requirements: Every HOME-assisted unit is subject to rent controls designed to make sure that rents are Affordable to Very Low, Sixty Percent and Low Income families, as applicable. The HOME-assisted units in the Project must be rented and occupied as follows: six (6) [2-bedroom/1 bath] units shall be rented and occupied by Very Low Income (50% median income or less within the Orlando Metropolitan Statistical Area) families at Affordable rents (LOW Home rents), all as from time to time defined by HUD, or any successor entity, at such minimum and maximum rental rates determined by HUD and approved by the City of Orlando’s Housing and Community Development Department; nineteen (19)- [one (1) 1-bedroom/1-bath handicapped unit and eighteen (18) 2-bedroom/1 bath] units shall be rented to and occupied by Sixty Percent Income (60% of median income or less within the Orlando Metropolitan Statistical Area) families at Affordable rents (HIGH Home rents), as from time to time defined by HUD, at such minimum and maximum rental rates determined by HUD and approved by the City of Orlando’s Housing and Community Development Department; and two (2) [2-bedroom/1-bath] units shall be rented to and occupied by Low Income (80% of median income or less within the Orlando Metropolitan Statistical Area) families at Affordable rents (HIGH

HOME rents), as from time to time defined by HUD, at such minimum and maximum rental rates determined by HUD and approved by the City of Orlando's Housing and Community Development Department, all as described on the attached **Exhibit "J"**. ANVIL must not charge more than the HIGH or LOW income rents set forth by HUD and meet these affordability requirements for not less than the applicable period as described in 24 CFR §92.252(e). ANVIL shall comply with all income determinations, rent, and affordability requirements of the HOME Program as set forth in 24 CFR §92.203 and 24 CFR §92.252, as applicable.

3. Tenant Selection: ANVIL shall undertake the initial review of income eligibility of prospective tenants for all the HOME-assisted units. ANVIL must obtain from each tenant and each tenant shall submit the information contained in the Tenant Qualification Package attached hereto as **Exhibit "K"** and the Income Certification Form attached hereto as **Exhibit "L"**. In determining income eligibility, ANVIL must examine source documents evidencing the prospective tenant's Annual Income, in accordance with 24 CFR §92.203(a)(1)(i). In conducting such review, ANVIL shall determine if each family is income eligible by determining the family's Annual Income in accordance with 24 CFR § 5.609 which is an allowable methodology under 24 CFR§ 92.203. ANVIL shall comply with all income determinations and affordability requirements of the HOME program as set forth in 24 CFR § 92.203 and 24 CFR §92.252, as applicable.

ANVIL must select its tenants in accordance with 24 CFR §92.253(d). ANVIL must comply with the affirmative marketing requirements established by the City pursuant to 24 CFR §92.351(a). ANVIL must adopt and follow written tenant selection policies and criteria that: 1) limit the housing to very low-income and low-income families; (2) are reasonably related to the applicant's ability to perform the obligations of the lease (i.e. to pay the rent, not to damage the housing; not to interfere with rights and quiet enjoyment of other tenants); (3) do not exclude an applicant with a certificate or voucher under the Section 8 Tenant-Based Assistance: Housing Choice Voucher Program (24 CFR part 982) or an applicant participating in a HOME-tenant based rental assistance program because of the status of the prospective tenant as a holder of such certificate, voucher or comparable HOME tenant-based assistance document; (4) provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as practicable; and (5) give prompt written notification to any rejected applicant of the grounds for any rejection. This tenant selection policy must be given to the City's Director of the Housing and Community Development Department 15 days after the Effective Date for the City's approval. All documentation including but not necessarily limited to a tenant's application, verifications, proposed rent and lease terms shall be submitted to the City's Housing and Community Development Department for final approval before ANVIL enters into a lease with a prospective tenant. ANVIL acknowledges that the City must keep documentation verifying the income eligibility of tenants.

4. Period of Affordability: All HOME-assisted units must meet the affordability requirements of 24 CFR §92.252. All HOME-assisted units shall continue to be rented to Eligible Persons at Affordable rents as prescribed by HUD and maintained as Affordable housing units for the ten (10) year Affordability Period. In order to ensure compliance with the ten (10) year Affordability Period, ANVIL shall execute the Declaration of Covenants and Restrictions, attached hereto as **Exhibit "F"** which shall be recorded in the public records of Orange

County. The Affordability requirements apply without regard to the term of any loan of mortgage, repayment of HOME funds, or the transfer of ownership. ANVIL acknowledges that failure to meet the Affordability requirements stated herein is a breach of this Agreement and a default under the Note and Mortgage which requires repayment of the HOME proceeds if the Project does not meet the Affordability requirements for the Affordability Period.

5. Maximum Tenant Income: Initially, and during the Affordability Period, the maximum income for households residing in the HOME-assisted units are as follows: six (6) units [2-bedroom/1 bath] shall be rented and occupied by Very Low Income (50% median income or less within the Orlando Metropolitan Statistical Area) families at Affordable rents (LOW Home rents), all as from time to time defined by HUD, or any successor entity, at such minimum and maximum rental rates determined by HUD and approved by the City of Orlando's Housing and Community Development Department; nineteen (19) units [One (1) 1-bedroom/1-bath and eighteen (18) 2-bedroom/1-bath] shall be rented to and occupied by Sixty Percent Income (60% of median income or less within the Orlando Metropolitan Statistical Area) families at Affordable rents (HIGH Home rents), as from time to time defined by HUD, at such minimum and maximum rental rates determined by HUD and approved by the City of Orlando's Housing and Community Development Department; and two (2) units [2-bedroom/1 bath] shall be rented to and occupied by Low Income (80% of median income or less within the Orlando Metropolitan Statistical Area) families at Affordable rents (HIGH HOME rents), as from time to time defined by HUD, at such minimum and maximum rental rates determined by HUD and approved by the City of Orlando's Housing and Community Development Department. HUD updates the income limits annually and the City will provide this information to ANVIL as it is published annually.
6. Rent Limitations -Maximum Gross Rents and Initial rent schedule and Utility Allowances: The HOME regulations in 24 CFR §92.252 set forth the maximum rents ANVIL can charge for the HOME-assisted units. The maximum gross rent for each HOME-assisted unit (including applicable utility allowances computed in accordance with Section 42 of the Internal Revenue Code and applicable HOME regulations) shall not exceed the maximum HIGH HOME Rents as published annually by HUD. The maximum gross rent for the units rented and occupied by Very Low Income families must have rents that are no greater than the LOW HOME rents as published by HUD. The Very Low Income tenants must occupy the Low HOME rent units. Actual rents for HOME-assisted units may be less than, but never more than, these maximum rental amounts set forth by HUD.

If the tenant pays for utilities, the rent must be reduced by the utility allowance (as shown below). The City will establish the maximum monthly allowance for utilities and services (excluding telephone) and update the allowances annually. This City will base its utility calculation on the HUD Utility Schedule Model or determine the utility allowance based on the type of utilities used at this project. In calculating allowable rents, ANVIL shall subtract the utility allowance when adjusting rents for tenant paid utilities. A current copy of the utility allowance is attached hereto as **Exhibit "M"**. The City shall provide ANVIL with a copy of the utility allowance as it is updated annually. ANVIL acknowledges that the City must review and approve all rents and utility charges as proposed by ANVIL to ensure compliance with HOME regulations. HUD updates rent limits every year. The City will provide ANVIL with information on updated HOME rent limits, as they are made available

by HUD. HUD prohibits owners from charging fees that are not customarily charged in rental housing, such as laundry room access fees and other fees. Accordingly, no fees or surcharges can be charged without the express written approval of the Director of City of Orlando Housing and Community Development Department.

As of the date of this Agreement, the initial rents and maximum monthly rent for the HOME-assisted units less utility allowances are as follows:

HIGH HOME RENTS

2 bedroom units at \$ 867.00
(less utilities at - 107.00
\$ 760.00

1 bedroom unit at \$ 721.00
(less utilities at - 78.00
\$ 643.00

LOW HOME RENTS

2 bedroom units at \$ 658.00
(less utilities at - 107.00
\$ 551.00

7. Over-Income tenants (Increases in Tenant Income After Initial Lease-up): As required by applicable regulations under the HOME Program, during the Affordability Period, if an existing tenant's adjusted income increases after the initial lease-up to the extent that it exceeds eighty (80%) percent of the median income for the Orlando MSA, as defined annually by HUD, said tenant's rent shall be increased to an amount equal to thirty percent (30%) of the family's adjusted monthly income. However, tenants of HOME-assisted units that have been allocated low income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 must pay rent governed by Section 42. In addition, in projects where the HOME-assisted units are floating such as this project, tenants who no longer qualify as low-income are not required to pay as rent an amount that exceeds the market rent for comparable, unassisted units in the neighborhood.
8. Subsequent Rents During Affordability Period: In accordance with 24 CFR §92.252(f), the City will provide Anvil with information on updated HOME rent limits so that rents may be adjusted (but not to exceed HUD's maximum rent limits). Anvil must annually provide any rents or proposed increase in rents for HOME-assisted units to the City for review and approval. Owners must annually provide the City with information on rents and occupancy of the HOME-assisted units. The City must review rents for compliance and approve or disapprove them every year. Any increase in rents is subject to the provisions of outstanding leases and ANVIL must provide tenants of those units not less than thirty (30) days prior written notice before implementing any increase in rents.
9. Lease Provisions: All leases shall be in compliance with all state and local landlord and tenant laws. Additionally, ANVIL shall enter into a written lease with each tenant and all leases between ANVIL and its tenants shall be for not less than one (1) year in duration and shall comply with all of the provisions in 24 CFR §92.253. ANVIL agrees that certain clauses are prohibited in leases as outlined in 24 CFR 92.253(b). The prohibited clauses include: agreement to be sued; agreements regarding the treatment of property; agreements excusing ANVIL from responsibility; agreements by the tenant that ANVIL may institute a lawsuit without notice; waiver of legal proceedings; waiver of jury trial; waiver of right to

appeal a court decision; agreements to pay legal costs, regardless of outcome; and agreements to accept supportive services that are offered (other than a tenant in transitional housing). ANVIL shall not include any of these prohibited clauses in its leases and shall submit copies of the leases to the City's Housing and Community Development Department to obtain their consent for any lease forms used prior to entering into a lease with a tenant. Additionally, ANVIL may not terminate the tenancy or refuse to renew the lease of a tenant, except for serious or repeated violations of the terms and conditions of the lease; violation of applicable federal, state, or local laws; for completion of the tenancy period for transitional housing or failure to follow any required transitional housing supportive services plan; or for other good cause. Good cause does not include an increase in the tenant's income or refusal of the tenant to purchase housing. To terminate or refuse to renew the tenancy, ANVIL must serve written notice upon the tenant specifying the grounds for the action at least thirty (30) days before the termination of the tenancy.

10. Certification of Tenants' Income and Rents: Each year during the Affordability Period, ANVIL shall re-verify and re-examine tenant income eligibility in accordance with 24 CFR §92.203(a)(1)(i) by examining at least 2 months of source documents. ANVIL shall also comply with 24 CFR §5.609 and provide the City with information on rents and occupancy of HOME-assisted units in order to demonstrate compliance with 24 CFR § 92.252. ANVIL shall submit to the City within ninety (90) days of its fiscal year end, all information and documentation regarding rents and income records similar to that provided at initial lease-up of all tenants that are or have been occupying HOME-assisted units within the preceding twelve (12) months. This is to verify that all tenants meet the income guidelines at rents set forth above or in the case of existing tenants whose income has increased above such income guideline that ANVIL has complied with applicable HOME regulations in filling vacant units each year during the Affordability Period.
11. Non-Discrimination Against Rental Assistance Subsidy Holders: ANVIL cannot refuse to lease HOME-assisted units to a certificate or voucher holder under 24 CFR part 982 – Section 8 Tenant Based Assistance: Unified Rule for Tenant- Based Assistance under the Section 8 Rental Certificate Program and the Section 8 Rental Voucher Program or to the holder of a comparable document evidencing participation in a HOME tenant-based rental assistance program because of the status of the prospective tenant as a holder of such certificate, voucher or comparable HOME tenant-based assistance document.

ANVIL shall not, in the provision of services, or in any other manner, discriminate against any person on the basis of age, race, color, creed, religion, sex, handicap, familial status or national origin. Unwed parents, families with children born out of wedlock, and recipients of public assistance shall not be excluded from the participation in, or be denied the benefits of the Section 8 Existing Housing Program because of such status.

SECTION 4. HOME PROJECT REQUIREMENTS

1. Applicable Laws: ANVIL shall comply with all HOME project requirements of 24 CFR Part 92, including subpart F. ANVIL shall comply or shall assist the City in complying with all applicable federal and state laws, rules and regulations dealing with this Project, whether presently existing or hereafter promulgated, including but not limited to 24 CFR Part 85 and applicable OMB Circulars. ANVIL agrees to comply with all the HOME Program

requirements, HUD regulations, 42 U.S.C. §§12701-12839 and 24 CFR Part 92, as amended from time to time, whether set forth herein or not, and agrees to execute or amend documents as necessary to be in compliance therewith. ANVIL also shall comply with all other applicable federal, state and local statutes, ordinances, rules and regulations, including, but not limited to, all applicable provisions of the City's Land Development and Building Codes. If any HOME or federal regulations change during the term of the Affordability Period, the City will provide notice to ANVIL, and ANVIL shall comply with the new rules, regulations and procedures.

2. Maximum Per Unit Subsidy Amount: The amount of HOME funds that a participating jurisdiction may invest on a per unit basis in affordable housing may not exceed the per-unit dollar limits established by HUD under Section 221(d)(3)(ii) of the National Housing Act (12 USC §17151 (d)(3)(ii)) for elevator type projects that apply to the area in which the housing is located.
3. Subsidy Layering Review: It is the City's responsibility under HOME regulations, and more specifically 24 CFR §92.250, to evaluate the use of other local, state or federal assistance in HOME-assisted projects to ensure that it does not invest any more HOME funds than are necessary to provide low income housing. The initial layering review of the Project was done taking into consideration the Sources and Uses Statement and Pro-forma along with the funding application submitted by ANVIL and approved by the Housing Review Committee. ANVIL must submit revised Sources and Uses Statements and Pro-forma if any of the original funding sources, amounts or financial conditions change from the time this application was approved. ANVIL will complete the Certification of Governmental Assistance attached hereto as **Exhibit "N"**.
4. Tenant and Participant Protection: Prior to receiving any disbursement of funds, ANVIL will comply with all tenant and participant protections in 24 CFR §92.253. If a CHDO, all CHDO's will adhere to a fair lease and grievance procedure as required in 24 CFR §92.303 and follow a plan of tenant participation in management decisions. If a CHDO, these two plans and procedures must be submitted to the City's Director of Housing and Community Development within thirty (30) days of the Effective Date for the City's approval.

SECTION 5. PROPERTY STANDARDS

1. Property Standards: ANVIL shall comply with the property standards requirements set forth in 24 CFR §92.251. ANVIL agrees that all housing rehabilitated with HOME funds shall be in conformance with the City's Building Code, and the City's rehabilitation standards set forth in the City of Orlando Housing and Community Development Department's Rules, Regulations, and Specifications for Contractors which are hereby incorporated by this reference as if fully set forth herein, as may be subsequently amended. These rehabilitation standards provide the minimum acceptable material, equipment and workmanship standards for items to be furnished and installed under the rehabilitation specifications. These rehabilitation standards are intended to ensure that housing rehabilitated with HOME funds is decent, safe, sanitary and non-luxury housing with suitable amenities. In addition to these rehabilitation standards, housing rehabilitated with HOME funds must also meet other property standards required under the HOME regulations. This includes ANVIL's compliance at Project Completion with the following

- City's - HOME policies and procedures and compliance with 24 CFR §92.251
- Health and safety standards when the City identifies life threatening deficiencies which must be addressed immediately by ANVIL if a housing unit is occupied.
- Major systems, including structural support; roofing; cladding and weatherproofing (e.g., windows, doors, siding, gutters); plumbing; electrical; and heating, ventilation, and air conditioning.
- Upon Project Completion, the City will estimate (based on age and condition) the remaining useful life of these major systems. Since this Project has more than 26 units, HUD also requires the City to conduct a capital needs assessment. If the remaining useful life of one or more of the majors systems is less than the 10 year Affordability Period, the City will require ANVIL to establish a replacement reserve and monthly payments made to the reserve that are adequate to repair or replace the system as needed to ensure that the project's major systems and physical needs can be adequately maintained and addressed throughout the Affordability Period.
- Lead-based paint requirements under 24 CFR §92.355 and 24 CFR Part 35.
- Accessibility requirements in 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973 and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR parts 35 and 36, as applicable. The Project must be decent, safe and sanitary as described in 24 CFR §5.703 (Uniform Physical Conditions Standards). Covered multi-family dwellings, as defined at 24 CFR §100.201 (requires over four (4) dwelling units), must meet the design and construction requirements set forth in 24 CFR §100.205, which implements the Fair Housing Act. Rehabilitation may include improvements that are not required by regulation or statute that permit use by a person with disabilities.
- Disaster Mitigation – All housing must be improved to mitigate against the impact of potential disasters (e.g. earthquakes, hurricanes, flooding, and wildfires) in accordance with State and local codes, ordinances, and requirements.
- State and local codes, ordinances, and zoning ordinances.
- Uniform Physical Condition Standards (UPCS), in accordance with 24 CFR §5.703. UPCS is an inspection protocol that is used to evaluate the condition of housing. The City must use this inspection protocol to establish minimum property condition standards for rehabilitation standards.

2. On-going Property Standards through the Affordability Period. During the Affordability Period, all HOME-assisted units must be maintained in compliance with 24 CFR §92.251 and with all applicable State and local health, safety, and other applicable codes, ordinances, and requirements, and the ongoing property standards established by the City pursuant to requirements contained in 24 CFR §92.251. These standards ensure that Anvil maintains the housing as decent, safe and sanitary and in good repair. ANVIL will allow the City to conduct inspections (initially, progress inspections, and final inspections) of the Property to determine

compliance with these property standards. Housing must be free of all health and safety defects and life-threatening deficiencies identified by the City that the owner must correct immediately. Housing must meet the lead-based paint requirements in 24 CFR Part 35. The City will perform ongoing inspections in accordance with 24 CFR §92.504(d). Deficiencies identified by the City needing corrective and remedial actions must be addressed by Anvil in the time frames required by the City which will be a reasonable time frame based on the exigency of the deficiency. The HOME-assisted units will be inspected on a schedule based on procedures, checklists, and inspection forms established by the City, utilizing the Uniform Property Condition Standards (UPCS), or other such standard acceptable to the City.

3. On- site Inspections. The City must inspect each Project at Project Completion and during the Affordability Period to determine that the project meets the property standards in 24 CFR §92.251.
4. Completion Inspections. Before completing the Project in the IDIS System, the City must perform an on-site inspection of the HOME-assisted housing to determine that all contracted work has been completed and that the project complies with the property standards of §92.251.
5. Ongoing Periodic Inspections. During the Affordability Period, the City will perform on-site inspections to determine compliance with the property standards of §92.251 and to verify the information submitted by ANVIL in accordance with the requirements of §92.252. These inspections will be in accordance with the City's inspection procedures which will occur within 12 months after project completion and at least once every 3 years during the Affordability Period. If there are observed deficiencies for any of the inspectable items in the property standards established by the City, a follow-up on-site inspection to verify that the deficiencies are corrected must occur within 12 months. Health and safety deficiencies must be corrected immediately, in accordance with §92.251. ANVIL must annually certify to the CITY that each building and all HOME- assisted units are suitable for occupancy, taking into account State, and local health, safety, and other applicable codes ordinances, and requirements, and the ongoing property standards requirements established by the City.

ANVIL shall keep records to document compliance with these property standards.

SECTION 6. AFFIRMATIVE MARKETING OF RENTAL OR VACANT UNITS

1. Affirmative Marketing: ANVIL shall develop and provide the City's Housing and Community Development Director with an affirmative marketing plan within fifteen days of the Effective Date. ANVIL shall affirmatively market the HOME program and all of the units available for rent in a manner to attract tenants without regard to race, color, national origin, sex, religion, familial status or disability in accordance with this plan. ANVIL shall comply with the provisions of 24 CFR §92.351 and the City's affirmative marketing requirements and procedures for the term of this Agreement (i.e. through the term of the Affordability Period). A copy of the City's affirmative marketing procedures is attached hereto as **Exhibit "O"** and is incorporated herein by this reference. ANVIL shall keep records of its efforts to provide information and otherwise to attract eligible persons from all racial, ethnic and gender groups. At a minimum ANVIL shall: (a) indicate in its promotional material that the Project provides fair housing opportunities by using the Equal Housing Opportunity's logo type or slogan in all advertising press releases, and solicitations; (b) display a Fair Housing poster in the rental

office; (c) provide notice of the availability of the units to community groups and non-profit service organizations, such as places of worship, employment centers, fair housing groups, or housing counseling agencies; (d) where appropriate, advertise and use media, including minority outlets, likely to reach persons unlikely to apply for the housing; (e) not refrain from renting to any tenant holding a Section 8 Existing Housing Certificate, except for good cause, such as previous failure to pay rent and/or to maintain a rental unit, or the tenant's violation of other terms and conditions of tenancy; (f) comply with Section 8 Existing Housing Regulations when renting to any Section 8 tenant; (g) exercise affirmative marketing of the units when vacated; and (h) verify all information concerning the applicant or family members. ANVIL shall keep records necessary to comply with 24 CFR §92.508 (a)(7) to show that ANVIL affirmatively marketed the units in accordance with their approved plan and the City's requirements and keep records to assess the results of these actions. The City will annually assess the success of these affirmative marketing actions and advise of the corrective action to be taken if affirmative marketing requirements are not met. If the City amends its affirmative marketing procedures during the term of this Agreement, ANVIL will be notified and be obligated to comply with the new procedures.

SECTION 7. RECORDS AND REPORTS

1. Records: ANVIL shall comply with 24 CFR §92.508 regarding records that must be maintained for this Project for the entire Affordability Period. ANVIL shall maintain leases and income records of all families who rent any HOME-assisted unit. ANVIL shall maintain such records and accounts, including but not limited to: program records; project records including the name of each tenant, tenants' income, location (address) of each unit, form of assistance and units leased with HOME funds; financial records, including source and application of funds and supporting documentation in accordance with 24 CFR §85.20; records to document the eligibility and permissibility of the costs; records reflecting compliance with minimum and maximum subsidy limits; subsidy layering and underwriting evaluation records; property standards records including records (e.g. inspection reports) demonstrating that each unit meets property standards in 24 CFR §92.251 at project completion and during the Affordability Period records demonstrating compliance with the property standards and financial reviews and actions pursuant to §92.504(d) ; records demonstrating that each family meets income eligibility requirements of §92.203; records demonstrating that the Project meets the affordability and income targeting requirements of §92.252 for each family assisted for the entire Affordability Period; program administration records, including records demonstrating compliance with the applicable uniform administrative requirements and records documenting required inspections, monitoring reviews and audits, and the resolution of any findings or concerns; equal opportunity and fair housing records including data on the extent to which each racial and ethnic and single-headed households (by gender of household head) have applied for, participated in or benefited from any program or activity funded in whole or in part with HOME funds; records demonstrating compliance with 24 CFR 135; and records demonstrating affirmatively furthering fair housing; affirmative marketing and MBE/WBE records including records demonstrating compliance with the affirmative marketing procedures and requirements of 24 CFR §92.351; and documentation and data on the steps taken to implement the City's outreach programs to MBE and WBE businesses including data indicating the racial /ethnic or gender character of each business activity receiving a contract or subcontract of \$25,000 or more paid, or to be paid, with HOME funds; the amount of the contract or subcontract and documentation of the affirmative steps to assure minority business and women's business enterprises have an equal

opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services; records demonstrating compliance with the environment review requirements of §92.352 and 24 CFR part 58; records demonstrating compliance with all lease and tenant and participant protections of 92.253 for each family; records demonstrating compliance with the requirements of §92.353 regarding displacement, relocation and real property acquisitions; records demonstrating compliance with the labor requirements of §92.354 including contract provisions and payroll records; records demonstrating compliance with the lead-based paint requirements of §92.355; records supporting exceptions to the conflict of interest prohibition pursuant to §92.356; records demonstrating compliance with debarment and suspension requirements in 2 CFR 2424 including certifications required by 24 CFR parts 24 and 91; records demonstrating compliance with the written agreements requirement in §92.504 and any other records as are deemed necessary by the City to assure a proper accounting and monitoring of all HOME Funds. In the event the City determines that such records are not being adequately maintained by ANVIL, the City may cancel this Agreement.

2. **Access to Records.** ANVIL shall allow citizens, public agencies, and other interested parties reasonable access to these records, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

ANVIL shall also allow access to and make all such records available to the City, HUD, and the Comptroller General of the United States and to their respective representatives during normal business hours to make such audits, inspections, examinations and copying as they see fit. ANVIL will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement.

3. **Period of Record Retention:** ANVIL shall maintain all records pertaining to the Project at its principal place of business for the most recent 5 year period after Project Completion, except as provided below:
 - (a) For rental housing projects, records shall be retained for five (5) years after the Project Completion date; except that records of individual tenant income verifications, rents and project inspections which must be retained for five (5) years after the Affordability Period terminates.
 - (b) Written agreements must be retained for five (5) years after the Affordability Period terminates.
 - (c) Records covering displacements and acquisitions must be retained for five (5) years after the date by which all persons displaced from the property and all persons whose property is acquired for the Project have received the final payment to which they are entitled in accordance with 24 CFR §92.353.
 - (d) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

The City reserves the right to request additional record keeping requirements. Once advised of these new requirements, ANVIL agrees to comply with the City's new requirements. This section shall survive the termination of this Agreement.

4. Reports: Until ANVIL completes the rehabilitation of the Project and the HOME-assisted units are occupied, ANVIL shall submit to the City's Housing and Community Development Department weekly reports of activities undertaken pursuant to this Agreement on the form substantially similar to **Exhibit "P"**, attached hereto. This weekly report shall be submitted every Friday by noon for that week. Such reports also shall include a narrative summary of progress, including but not limited to, selection of contractors, units under construction, units completed, demographic and income data on the beneficiaries, relocation issues, utilization of MBE/WBE's, Section 3 accomplishments, affirmative marketing and fair housing efforts, and problems encountered and proposed solutions. Failure to submit reports as and when due shall be a material breach under this Agreement.

After rehabilitation is complete and the HOME-assisted units are occupied, through the end of the Affordability Period, ANVIL shall submit annual reports as of the end of the federal fiscal year (September) with such reports due by the 20th of the following October. In addition to income verification of each tenant, these reports shall include information on rental and occupancy of the HOME-assisted units, family size, income level, data for income certification and occupancy, monthly rent, utility information, maintenance, and financial issues, as well as neighborhood conditions, which may affect the stability of the Project. ANVIL shall also submit copies of its financial statements and other financial data requested by the City to enable the City to determine the financial condition and continued financial viability of the Project. If the Project has floating HOME-assisted units, ANVIL must provide the City with information regarding unit substitution and filling vacancies so that the project remains in compliance with HOME rental occupancy requirements. ANVIL acknowledges that over the term of this Agreement, the City's reporting requirements may change. If this occurs, the City will notify ANVIL of the new reports needed and ANVIL agrees to comply with the new reporting procedures. The City also reserves the right to request additional information as needed.

SECTION 8. MONITORING

1. Monitoring. ANVIL acknowledges and agrees that the City will monitor ANVIL's performance during the term of this Agreement and shall allow all access, inspection, and copying of records to do so. Also, pursuant to 24 CFR §92.504(d), ANVIL shall assist the City in its obligation to conduct on-site inspections of the Project for compliance with this Agreement, construction progress and compliance with property standard requirements listed herein and shall allow the City to access and inspect the Project at any time during the terms of this Agreement.
2. During the Affordability Period. ANVIL acknowledges that the City must examine at least annually the financial condition of ANVIL to determine the continued financial viability of ANVIL and this Project. ANVIL shall provide all information as requested by the City so that the City can verify financial viability, tenant incomes, rents and other HOME requirements pursuant to 24 CFR §92.252 and §92.504(d) on an annual basis. ANVIL shall keep records to document compliance with each of these inspections and monitoring reviews and the resolutions of and findings of concern.

SECTION 9. OTHER PROGRAM REQUIREMENTS

1. Non-Discrimination and Equal Opportunity: ANVIL shall not, on the grounds of race, color, national origin, religion or sex, exclude any person from participation in, or deny any person the benefits of this Agreement, or subject any person to discrimination. ANVIL shall fully comply with the requirements of 24 CFR §92.350, including the federal requirements set forth in 24 CFR Part 5, Subpart A and the nondiscrimination requirements at Section 282 of the HOME Investment Partnerships Act and keep records of its compliance.

ANVIL shall at all times comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d-2000d-4 (Nondiscrimination in Federally Assisted Programs) and implementing regulations contained in 24 CFR Part 1, which prohibits discrimination on the basis of race, color, and national origin in all federally assisted programs.

ANVIL shall also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101-6107) and implementing regulations in 24 CFR Part 146.

ANVIL shall also comply with regulations governing the accessibility of federally assisted buildings, facilities and programs. ANVIL shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) and implementing regulations contained in 24 CFR Part 8, which prohibits discrimination on the basis of disability and any applicable provisions of the Uniform Federal Accessibility Standards, and the applicable provisions of the Uniform Federal Accessibility Standards. At least one (1) unit must be accessible to individuals with mobility impairments.

ANVIL shall also comply with Title II of the Americans with Disabilities Act (42 U.S.C. §12101, et seq.) and implementing regulations in 24 CFR Part 8, which prohibits discrimination against persons with disabilities in all program activities and services of a public entity. Any contracts entered into by ANVIL shall include a provision requiring compliance with these regulations. ANVIL shall keep records demonstrating compliance with these requirements including compliance with 24 CFR §92.508(a)(7).

ANVIL shall cooperate with the City and HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, executive orders, and all related rules and regulations.

2. Fair Housing Act: ANVIL shall comply with Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act-42 U.S.C. §§3601-3620), as amended, and implementing regulations at 24 CFR Part 100, et seq., Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations in 24 CFR Part 107, and shall keep all records demonstrating compliance. All housing for sale or rent assisted with HOME funds must be made available without discrimination based on race, color, national origin, age, sex, religion, familial status, or disability in accordance with fair housing laws. Additionally, ANVIL shall comply with Executive Order 11063 and implementing regulations in 24 CFR Part 107, which prohibits discrimination against individuals on the basis of race, color, religion, sex and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with federal funds.

3. Equal Employment Opportunity (Non-Discrimination in Employment): ANVIL shall comply with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107 (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR Part 60, and the Equal Employment Opportunity Clause attached hereto as **Exhibit "Q"**, and incorporated herein by this reference. Any construction contracts exceeding \$10,000 entered into by ANVIL or its contractors and subcontractors shall include a provision requiring compliance with these regulations. ANVIL shall keep records and documentation demonstrating compliance with these regulations.
4. Equal Access to HUD-Assisted or Insured Housing/Prohibition of Inquiries on Sexual Orientation or Gender Identity. A determination of eligibility for housing that is assisted by HUD shall be made in accordance with the eligibility requirements provided for such program by HUD, and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status.

No owner or administrator of HUD-assisted or HUD-insured housing, approved lender in an FHA mortgage insurance program, nor any (or any other) recipient or subrecipient of HUD funds may inquire about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing or housing whose financing is insured by HUD, whether renter-or owner-occupied, for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquiries does not prohibit lawful inquiries of an applicant or occupant's sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled.

5. Copeland "Anti-Kickback" Act: ANVIL shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874), as supplemented by the Department of Labor regulations contained in 29 CFR Part 3.
6. Section 3 Economic Opportunity: ANVIL shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701(u) and implementing regulations at 24 CFR Part 135 regarding economic opportunities for low-income persons. ANVIL shall comply with the "Section 3" requirements attached hereto as **Exhibit "R"** and incorporated herein by this reference. In essence, Section 3 provides that opportunities for training and employment arising from the use of HOME funds shall be provided to Low-Income persons residing in the program service area. Contracts for all types of work to be performed in connection with the Project shall be awarded to business concerns that are located in or owned by persons residing in the program service area. ANVIL shall also include this provision in contracts or subcontracts in excess of \$100,000.00. ANVIL shall keep records documenting compliance with these requirements as required by 24 CFR §92.508(a)(7).
7. Utilization of Minority/Women's Business Enterprises: ANVIL shall, to the maximum extent possible, ensure that Minority/Women's Business Enterprises are included for consideration for participation in all construction, supply or service contracts, if any. ANVIL shall also comply with Executive Order 11625, as amended by Executive Order 12007 (Minority Business

Enterprises); Executive Order 12432 (Minority Business Enterprise Development), and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). ANVIL shall keep such records necessary to comply with 24 CFR §92.508(a)(7).

8. Debarment and Suspension: ANVIL shall comply with the debarment and suspension requirements set forth in 24 CFR Part 5 and 2 CFR Part 2424. ANVIL shall not enter into a contract with any person, agency or entity that is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 or 12689, "Debarment and Suspension," which is made a part of this Agreement by reference. In the event that ANVIL has entered into a contract or subcontract with a debarred or suspended party, no HOME funds will be provided as reimbursement for the work done by that debarred or suspended contractor or subcontractor. ANVIL shall keep copies of the debarment and suspension certifications required by 2 CFR Parts 2424 and 91 and documentation demonstrating compliance with the requirements of 2 CFR Part 2424 and 24 CFR §92.508(a)(7).
9. Disclosure/Anti-lobbying provision: ANVIL shall comply with the disclosure requirements and prohibitions of 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87 and shall so certify to the City. ANVIL shall complete and comply with the "Certification Regarding Lobbying", attached hereto as **Exhibit "S"** and made a part hereof by this reference. A copy of this document will be kept in each of the party's files. ANVIL shall also comply with the requirements for funding competition established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. §3531 et seq.).
10. Conflict of Interest:
 - (a) ANVIL shall comply with the conflict of interest provisions in 24 CFR §92.356. No owner, developer, or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official, or consultant of the owner, developer or sponsor or immediate family member or immediate family member of any officer, employee, agent, elected or appointed or official, or consultant of the owner, developer, or sponsor) whether private, for-profit or non-profit (including a CHDO) may occupy a HOME –assisted affordable housing unit in a project during the required Affordability Period. ANVIL shall keep records supporting requests for waivers of conflicts prohibited in 24 CFR §92.356. ANVIL shall keep records demonstrating compliance with these requirements including compliance with 24 CFR §92.508(a)(7).
 - (b) Neither ANVIL or any of its directors, officers, employees, agents, consultants, or members shall occupy any of the HOME-assisted units.
11. Displacement and Relocation: ANVIL will take all necessary steps possible to minimize displacement. If displacement is unavoidable, ANVIL shall comply with the provisions of 24 CFR §92.353, "Displacement, relocation, and acquisition". ANVIL shall keep records of its compliance with the requirements of 24 CFR §92.353, and as specified in 24 CFR §92.508. Types of records to be kept include but are limited to project occupancy lists identifying the names and address of all persons occupying the real property on the date described in §92.353(c)(2)(i)(A), moving into the property on or after the date described in §92.353(c)(2)(i)(A) and occupying the property on completion of the Project. Records covering displacements and acquisition must be retained for five (5) years after the date by which all

persons displaced from the Property and all persons who property is acquired for the Project have received the final payment to which they are entitled in accordance with 24 CFR §92.353. If federal regulations are not applicable, ANVIL shall comply with any applicable City policy regarding relocation.

12. Lead-Based Paint Prohibited: ANVIL shall not use lead-based paint in any part of any of the Home-assisted units, common elements, or in the entire Property and shall comply with 24 CFR §92.355, and the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§4851-4856), and implementing regulations in 24 CFR Part 35, subparts A, B, J and R (Subpart K must also be complied with if acquisition is part of the project. Subpart M is also required if there is any Tenant Based Rental Assistance. ANVIL shall keep records demonstrating compliance with these requirements including compliance with 24 CFR §92.508(a)(7).
13. Registration. ANVIL agrees to maintain a current registration in the federal System Award Management (“SAM”) database (<http://www.sam.gov>) pursuant to the Federal Funding Accountability and Transparency Act, P.L. 109-282, as amended by section 6202(a) of P.L. 110-252. If ANVIL is not currently registered, it must do so within ten (10) days of the date ANVIL executes this Agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is required for registration. ANVIL shall also complete and sign the Affidavit attached hereto as **Exhibit “T”** in conjunction with its execution of this Agreement and provide proof of registration within fourteen (14) days of the Effective Date.
14. Audits and Financial Statements:
 - (a) ANVIL shall provide the City with its annual financial statement within ninety (90) days of the end of its operating year. This financial statement shall be prepared by an actively licensed public accountant.
 - (b) In addition, if expending more than \$500,000 of Federal awards during an operating year, ANVIL shall comply with the audit provisions contained in OMB Circular A-133, 24 CFR §85.26 and the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507). Audits shall be conducted annually. ANVIL shall submit its annual audit to the City and within one hundred twenty (120) days of the end of ANVIL’s fiscal year. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, ANVIL shall be held liable for reimbursement to the City of all funds not expended in accordance with those regulations and Agreement provisions within thirty (30) days after City has notified ANVIL of such non-compliance. Any reimbursement by ANVIL shall not preclude the City from taking any other action or pursuing other remedies.
 - (c) ANVIL also agrees to allow the City's Internal Audit and Evaluation Department to conduct any audits or financial monitoring the City feels necessary at any time during the term of this Agreement or pursuant to any HUD request.
15. Uniform Administrative Requirements: ANVIL acknowledges that the City must comply with 24 CFR §92.505 regarding uniform administrative requirements, including OMB circular A-87 and the applicable portions of 24 CRF Part 85. If requested by the City to do so, ANVIL shall

provide the City with such documentation and records to satisfy the City's requirements under these various provisions. ANVIL also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

16. Environmental Review: ANVIL is not required to assume responsibility for an environmental review or assessment of this program pursuant to 24 CFR Part 58, nor responsibility for initiation of an intergovernmental review of this program and its activities. However, ANVIL is required to provide information about its activities in order for the City to comply with its responsibility under 24 CFR Part 58. ANVIL shall submit to the City any changes to the original proposed scope of work or any changes in the cost of the work so that the City may evaluate this new information and conduct any further environmental review. This information must be submitted to the City for approval at least 30 days prior to any commencement of work. ANVIL also agrees to assist the City in addressing environmental issues that may arise during the City's review process.
17. Crime Prevention Evaluation: ANVIL agrees to contact and meet with the Crime Prevention Division from the Orlando Police Department before the disbursement of the final draw request.
18. Compliance with Davis-Bacon Act and the Contract Work Hours and Safety Standards Act. ANVIL shall comply with 24 CFR §92.354, and the requirements of the Secretary of Labor contained in the Davis-Bacon Act (40 U.S.C. §3141), as amended, and as supplemented and implemented by the Department of Labor regulations in 29 CFR Parts 1-7 and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§3701), and other federal laws and regulations pertaining to labor standards, as applicable. Guidance on these regulations are attached hereto as **Exhibits "U" and "V"** and incorporated herein by this reference. A copy of the current Wage Decision is attached as **Attachment "I" of Exhibit "V"**, made a part hereof by this reference, as such exhibit may be amended from time to time. These provisions require the payment of no less than the wages prevailing in the locality, as determined by the Secretary of Labor pursuant to the Davis Bacon Act, to all laborers and mechanics employed in the development of any part of the housing, including portions other than the HOME-assisted units. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701). The construction contract must contain these wage provisions if HOME funds are used for any project costs in 24 CFR §92.206, including construction or nonconstruction costs, of housing with 12 more HOME-assisted units.. ANVIL shall also ensure all construction contracts or subcontracts shall include a provision for compliance with these labor provisions and supporting Department of Labor regulations. ANVIL shall ensure that bid and contract documents contain required labor standards provisions and a copy of the current prevailing wage determination issued by the Department of Labor. ANVIL shall ensure that a copy of the wage decision and a copy of the Department of Labor poster called "Notice to all Employees" (Form WH-1521) shall be posted at the job site in a place that is easily accessible to all of the construction workers employed on the Project. Additionally, ANVIL shall conduct on-site inspections and employee interviews; and collect and review certified weekly payroll reports. ANVIL shall ensure all labor standard violations are corrected promptly. ANVIL shall maintain documentation and records which demonstrate compliance with these regulations including all administrative and enforcement activities. ANVIL must certify compliance with these labor provisions before making any

payments under the contract. Unless labor regulations require more frequently (such as weekly payroll reports), all documentation shall be submitted to the City for review on a monthly basis.

19. Drug Free Work Place. ANVIL shall comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 701, et.seq.) and HUD's implementing regulations at 2 CFR 2429 regarding maintenance of a drug-free workplace. ANVIL shall complete and comply with the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as **Exhibit "W"** and made a part hereof by this reference. ANVIL will complete this certification and a copy shall be kept in the files of each of the parties of this Agreement.

SECTION 10. ENFORCEMENT OF AGREEMENT - DEFAULTS AND REMEDIES

1. Events of Default: The following shall constitute an Event of Default under this Agreement:
 - (a) if ANVIL fails to comply with any HOME Program regulations, which have not been cured during any applicable grace period, including, but not limited to, 42 U.S.C. §§12701-12839, 24 CFR Part 92;
 - (b) if ANVIL fails to comply with any of the terms contained in this Agreement or uses the funds other than as authorized by this Agreement or any of the other documents executed in connection with this Project and such failure continues for a period of ten (10) days following written notice thereof given by City to ANVIL;
 - (c) if ANVIL fails to timely comply with audit requirements;
 - (d) if ANVIL fails to expend HOME funds in a timely manner or fails to meet any of the time requirements as set forth in this Agreement;
 - (e) if ANVIL fails to rehabilitate the Project as required by this Agreement;
 - (f) if ANVIL fails to rent any of the HOME-assisted units to Eligible Persons at the Affordable rents as required by this Agreement;
 - (g) if ANVIL fails to rent the HOME-assisted units to Eligible Persons within the time frames required by this Agreement;
 - (h) if ANVIL fails to maintain CHDO status, if applicable;
 - (i) if ANVIL is deemed in default under any other HOME or SHIP agreements it has with the City relating to this Project or any other project or under the terms of other financing or mortgages used for the Property or any other projects and said default extends beyond the applicable cure period provided in said documents;
 - (j) if at any time any material representation or omission made by ANVIL in any written certification or communication submitted by ANVIL to the City in an effort to induce the making of this loan or the administration thereof is determined by the City to be false, misleading, or incorrect in any material manner;

- (k) if ANVIL does not disclose to the City, upon demand, the names of all persons with whom ANVIL has contracted or intends to contract with for the construction or management of any portion of the Property, including contracts for services and/or labor;
- (l) if ANVIL fails to pay any sum when due under this Agreement, the Note, or other documents executed in connection with this Project and such failure continues for ten (10) days after written notice by the City to ANVIL; or
- (m) if any other default or breach shall occur under the Note, Mortgage, Declaration of Restrictive Covenant or any other Loan Documents executed in connection with this loan by the City, provided that such default remains uncured for 10 days after written notice or longer if cure is diligently being pursued.

Notwithstanding any of the foregoing provisions to the contrary, if ANVIL has failed to cure any default prior to the expiration of any stated applicable cure period, the City may, at its sole option, cure such default, provided, however, that the City shall be under no duty or obligation to do so.

2. No Waiver: Failure of the City to declare a default shall not constitute a waiver of any rights by the City. Furthermore, the waiver of any default by the City shall in no event be construed as a waiver of rights with respect to any other default, past or present.
3. Remedies: Upon the occurrence of any Event of Default or any other breach of this Agreement, the City shall be free to take many actions including, but not limited to terminating this Agreement, retaining all undisbursed funds, accelerating the loan to maturity and demanding payment for all amounts disbursed to ANVIL and/or exercising all rights and remedies available to it under the terms of this Agreement, or other Loan Documents, statutory law, equity or under common law. Additional examples of actions the City may take include, but are not limited to:
 - (a) direct ANVIL to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, time tables and milestones necessary to implement the affected activities;
 - (b) establish and follow a management plan that assigns responsibility for carrying out the remedial actions;
 - (c) cancel or revise activities likely to be affected by the performance deficiency, before expending HOME funds for the activities;
 - (d) reprogram HOME funds that have not yet been expended from activities to offer eligible activities or withhold HOME funds;
 - (e) direct ANVIL to reimburse the City for any amounts not used in accordance with the requirements of 24 CFR Part 92 or this Agreement;
 - (f) suspend disbursement of HOME funds;
 - (g) debarment or suspension; limited further funding opportunities;

- (h) other appropriate action including, but not limited to any action legally available such as litigation, declaratory judgment, specific performance, damages, injunctions, enforcement of the Declaration of Restrictive Covenant, termination of the Agreement, or any other available remedies; or
- (i) The City may also exercise any one or more of the actions contained in 24 CFR §85.43(a) (1-5) or §85.44.

All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the City may have available to it.

SECTION 11. CONDITIONS FOR RELIGIOUS ORGANIZATIONS.

1. Faith-based activities:

(a) Equal treatment of program participants and program beneficiaries.

(1) Program Participants. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the HOME program. Neither the Federal Government or a State or local government receiving funds under the HOME program shall discriminate against an organization on the basis of the organization's religious character or affiliation. Recipients and subrecipients of program funds shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

(2) Beneficiaries. In providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, program participants shall not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

(3) Separation of Explicitly Religious Activities. Recipients and subrecipients of HOME program funds that engage in explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, must perform such activities and offer such services outside of programs that are supported with federal financial assistance separately, in time or location, from the programs or services funded under this part, and participation in any such explicitly religious activities must be voluntary for the program beneficiaries of the HUD-funded programs or services provided.

(4) Religious Identity. A faith-based organization that is a recipient or subrecipient of HOME program funds is eligible to use such funds as provided under the regulations of this part without impairing its independence, autonomy, expression of religious beliefs, or religious character. Such organization will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct HOME funds to support or engage in any explicitly religious activities, including activities that involve overt religious content, such as worship, religious instruction, or proselytization, or any manner prohibited by law. Among other things, faith-based organizations may use space in their

facilities to provide HOME-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, a HOME program-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(5) Alternative Provider. If a program participant or prospective program participant of the HOME program supported by HUD objects to the religious character of an organization that provides services under the program, that organization shall, within a reasonably prompt time after the objection, undertake reasonable efforts to identify and refer the program participant to an alternative provider to which the prospective program participant has no objection. Except for services provided by telephone, the Internet, or similar means, the referral must be to an alternate provider in reasonable geographic proximity to the organization to the organization making the referral. In making the referral, the organization shall comply with applicable privacy laws and regulations recipients and subrecipients shall document any objections from program participants and prospective program participants and any efforts to refer such participants to alternative providers in accordance with the requirements of 92.508 (a) (2) (xiii). Recipients shall ensure that all subrecipient agreements make organizations receiving HOME funds aware of these requirements.

(6) Structures. HOME funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for explicitly religious activities. HOME funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and explicitly religious activities, HOME funds may not exceed the cost of those portions of the acquisition, new construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to the HOME program. Sanctuaries, chapels, or other rooms that a HOME program-funded religious congregation uses as its principal place of worship, however, are ineligible for HOME program-funded improvements. Disposition of the real property after the term of the loan or grant, or any change in use of the property during the term of the grant or loan, is subject to government wide regulations governing real property disposition (24 CFR parts 84 and 85).

SECTION 12. DURATION OF THE AGREEMENT

1. Term. Unless earlier terminated, the term of this Agreement shall commence on the effective date of this Agreement which is the date of the last party to sign this Agreement (the "Effective Date") and shall remain in effect through the end of the ten (10) year Affordability Period. Notwithstanding any of the foregoing, all record keeping requirements, audit and use and maintenance requirements mandated by HOME regulations shall survive termination of this Agreement. All Loan Documents executed in connection with this Agreement shall also survive termination of this Agreement and will remain in effect under the terms and conditions specified therein.

SECTION 13. INDEMNIFICATION

1. Indemnification. ANVIL shall defend, indemnify and hold harmless the City from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees, whether or not suit is filed and if suit is filed, attorney fees and costs at all trial and appellate levels, including bankruptcy, of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement by ANVIL or any of its contractors, agents, or the like because of or due to the existence of the Agreement itself, unless caused by the City's gross negligence or willful misconduct. This indemnity shall survive termination of this Agreement.
2. Environmental Indemnification. ANVIL shall indemnify and hold the City harmless from any claim arising from, or in any way related to, the environmental condition of the Property, including, but not limited to, the cost of investigating, defending, and/or negotiating to a satisfactory conclusion claims made by environmental regulatory agencies, as well as all cleanup and property maintenance requirements imposed by any agency with lawful jurisdiction over the Property. This indemnification shall run from the time of initial discovery of any such adverse environmental condition and shall not be construed to commence only upon realization by the City of an actual pecuniary loss as a result of such adverse environmental condition. The existence of this indemnification agreement shall not be construed as an indication of ownership, management or control of the Property by the City, and ANVIL hereby recognizes and acknowledges that the City is not an owner or manager of the Property and does not exert any control thereupon. Notwithstanding anything herein, or in the Note, Mortgage, or other Loan Documents to the contrary, this indemnification provision shall survive closing.

SECTION 14. INSURANCE

1. Insurance. Without limiting ANVIL's indemnification, ANVIL shall maintain in force at all times during the performance of this Agreement all appropriate policies of insurance hereinafter described concerning its operations. Certificates with valid and authorized endorsements evidencing the maintenance and renewal of such insurance coverage shall be delivered to the City thirty (30) days prior to commencement of construction. The City shall be given notice in writing at least thirty (30) calendar days in advance of cancellation or modification of any policy of insurance. The City, its officers and employees shall be named as an additional named insured on all policies of liability insurance.
 - (a.) All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of Florida. In addition, such policy shall provide that the coverage shall be primary for losses arising out of ANVIL's performance of the Agreement. The required certificate shall be furnished by ANVIL prior to execution of this Agreement.
 - (b.) At least thirty (30) calendar days prior to the expiration of any of the above-referenced insurance policies, ANVIL shall provide the City with evidence of the renewal of said insurance policies in a form satisfactory to the City.
 - (c.) The policies of insurance which must be secured are:

1. Commercial General Liability Insurance: ANVIL must secure commercial general liability insurance to include, but not be limited to, bodily injury and property damage coverage. The policy's limit liability amount shall not be less than Five Hundred Thousand Dollars (\$500,000) per person/per occurrence for bodily injury to, or death to one or more than one person and not less than One Hundred Thousand Dollars (\$100,000) per occurrence for property damage.
2. Workers' Compensation Coverage: All employees of ANVIL must be included under such policy in an amount and with coverage to meet all requirements of Florida law.
3. Flood Insurance: ANVIL shall provide flood insurance as required under applicable HUD regulations.
4. Builder's Risk. During the rehabilitation of the Project, ANVIL shall have insurance in effect to cover all risks or damages to the Project.
5. Property Insurance. ANVIL must obtain property insurance for the fair market value of the Property.

SECTION 15. SUBCONTRACTS

1. Contracts. ANVIL is required to provide all work pursuant to this Agreement and in no event shall any portion be subcontracted to any other party without the City's prior written consent. If any part of the work is subcontracted, it shall not in any way affect the provisions of this Agreement and ANVIL's obligation to comply. ANVIL is allowed to subcontract the development or construction of the HOME-assisted units to properly licensed contractors. All contracts with properly licensed contractors shall be in writing and subject to approval by the City.

SECTION 16. MISCELLANEOUS PROVISIONS

1. Assignment. This Agreement may not be assigned to any other entity without the prior written consent of the City.
2. No Grant of Vested Rights. This Agreement shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights with respect to property owned or to be acquired by ANVIL.
3. No Partnership or Agency. City shall not in any way or for any purpose be considered to be or to have become a partner of ANVIL with respect to the Project. ANVIL is not, and shall not be, the agent of the City for any purpose, nor shall the City be the agent of ANVIL for any purpose.
4. Severability. If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement. If the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effected, this Agreement is declared severable.

5. Entire Agreement/Modification. This Agreement, together with **Exhibits “A” through “V”** attached hereto, constitute the entire agreement between the parties and supersedes all previous discussions, understandings, representations and agreements as to the items herein contained. This Agreement may only be modified by a writing signed by both of the parties hereto.
6. Notices. Whenever by the terms of this Agreement notice shall or may be given to either party, such notice shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, postage prepaid to:
- A. Oren Henry, Director
Housing and Community Development Department
City of Orlando
400 S. Orange Avenue, 7th Floor
Orlando, Florida 32801
- B. Robert Ansley, Jr., President
Anvil-Richard Allen Gardens, Inc.
101 S. Terry Avenue
Orlando, FL 32805
7. Compliance with All Laws. Notwithstanding anything to the contrary, the Project shall be operated consistent with all applicable federal, state and local laws and regulations.
8. Survival. All provisions of this Agreement intended to survive or to be performed subsequent to the end of the period of this Agreement shall survive termination of the Agreement.
9. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF the parties have executed this Agreement, each upon the date set forth next to his/her name.

**Anvil-Richard Allen Gardens, Inc., A Florida
Non-Profit Corporation (Seal)**

By: _____
Robert Ansley, President

Date: _____

NOTARY NEXT PAGE

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING was acknowledged before me this _____ day of _____, 2015, by **Robert Ansley**, as President of Anvil-Richard Allen Gardens, Inc. He/She ☐ is personally known to me or ☐ who has produced _____ as identification.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

ATTEST:

**CITY OF ORLANDO, FLORIDA,
a municipal corporation**

By: _____
Celeste T. Brown, City Clerk

By: _____
Mayor / Mayor Pro Tem

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing was acknowledged before me this ____ day of _____, 2015 by _____, Mayor Pro Tem and _____, City Clerk, who are personally known to me who did (did not) take an oath.

Name

Notary Public

Serial Number: _____

My Commission Expires: _____

Approved as to form and legality for the
use and reliance of the City of Orlando,
Florida only

_____, 2015

By: _____
Chief Assistant City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 2, Suncharm Subdivision, as per plat thereof, recorded in Plat Book "35", Page 80, Public Records of Orange County, Florida

and

Lot 5, western Terrace First Addition, as per plat thereof, recorded in Plat Book "H", Page 64, Public Records of Orange County, Florida.

EXHIBIT “B”

STANDARDS OF ELIGIBILITY

**PERSONS ELIGIBLE AND QUALIFIED TO RECEIVE SAID SERVICES AS ESTABLISHED
BY THE U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT (HUD) 2015**

	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>	<u>6 Person</u>	<u>7 Person</u>	<u>8 Person</u>
VERY LOW INCOME (31% - 50%)	20,200	23,100	25,950	28,850	31,150	33,450	35,750	38,100
60% INCOME	24,240	27,720	31,140	34,620	37,380	40,140	42,900	45,720
LOW INCOME (51% TO 80%)	32,300	36,950	41,150	46,150	49,850	53,550	57,250	60,950

EXHIBIT “C”

Budget

UNIT MIX BREAKDOWN

<u>Very Low Income (50%)</u>	<u>Sixty Percent (60%)</u>	<u>Low Income (80%)</u>
6 Units	19 Units	2 Units
(6 Units) 2-bedroom/1 bath	(1 Unit) 1-bedroom Handicapped /1 bath (18 Units) 2-bedroom/1 bath	(2 Units) 2-bedroom/1 bath
Low HOME Rents	High HOME Rents	High HOME Rents

The requested funds will be used to rehabilitate twenty-seven (27) units for low- and very-low income households. All of the units are currently two (2) bedrooms and one (1) bath, and two (2) of the units will be converted to one (1) bedroom handicapped accessible units to the fullest extent possible. As detailed in the budget, the proposed rehabilitation will include, but not necessarily be limited to: bath and kitchen cabinets, exterior doors, flooring, HVAC, appliances, smoke detectors, roofing, painting as well as landscaping.

BUDGET ON NEXT PAGE

Hard Cost				HOME	ANVIL
Building Component	Unit	Unit cost	Total	27	3
Cabinets - bath	30	150	\$ 4,500	4,050	450
Cabinets - kitchen	30	2500	\$ 75,000	67,500	7,500
Dishwashers			\$ -		
Exterior Doors	60	600	\$ 36,000	32,400	3,600
Exterior lighting			\$ -		
Exterior Paint	1	28000	\$ 28,000	28,000	
Flooring: carpeting	30	\$ 468	\$ 14,040	12,636	1,404
Flooring - vinyl	30	250	\$ 7,500	6,750	750
Garbage disposals			\$ -		
Gutters	30	\$ 100	\$ 3,000	2,700	300
HVAC air wall unit	30	\$ 1,504	\$ 45,120	40,608	4,512
Landscape/irrigation	30	\$ 250	\$ 7,500	6,750	750
Meter bases	5	\$ 4,000	\$ 20,000	20,000	
Other bathroom (non-cabinets)	28	750	\$ 21,000	21,000	
Paving: curbs	1	\$ 1,000	\$ 1,000	1,000	
Paving: repair	1	\$ 7,000	\$ 7,000	7,000	
Range Hoods	30	\$ 30	\$ 900	810	90
Ranges	30	\$ 375	\$ 11,250	10,125	1,125
Refrigerator	30	\$ 468	\$ 14,040	12,636	1,404
Roofing	1	\$ 26,565	\$ 26,565	26,565	
Smoke detectors	60	\$ 30	\$ 1,800	1,620	180
Water Heaters	30	\$ 350	\$ 10,500	9,450	1,050
Common area			\$ -		
Interior doors, unit paint, etc.	30	500	\$ 15,000	13,500	1,500
Laundry	1	\$ -	\$ -		
Other: exterior: gazebo	1	\$ 3,000	\$ 3,000	3,000	
Blinds/draperies	30	\$ 100	\$ 3,000	2,700	300
UFAS units	2	\$ 10,000	\$ 20,000	20,000	
Hazmat abatement	1	\$ 5,000	\$ 5,000	5,000	

EXHIBIT "D"

CITY OF ORLANDO HOME Investment Partnerships Program (HOME) Anvil-Richard Allen Gardens, Inc.

PROMISSORY NOTE

\$695,000.00

_____, 2015

Orlando, Florida

For value received, the undersigned promises to pay the City of Orlando, a Florida municipal corporation, the principal sum of ***Six Hundred Ninety Five Thousand Dollars (\$695,000.00)*** Said principal shall be payable at 400 South Orange Avenue, Orlando, Florida 32801, or at such other place as the holder hereof may designate in writing, in one (1) principal installment of ***Six Hundred Ninety Five Thousand Dollars and 00/100 (\$695,000.00)*** due on _____; provided, however, that if the undersigned remains the fee simple owner of the noted property in the Mortgage and HOME Program Agreement executed in connection with this Note and is in full compliance with that certain HOME Program Agreement and all agreements between the undersigned and the City through the Affordability Period, then the debt evidencing this Note shall be marked cancelled by the lender.

Notwithstanding the above, at the option of the City, this Note shall become immediately due and payable, upon the occurrence of anyone of the following events: (i) failure to pay any sum when due under this Note, the HOME Program Agreement or such other documents executed in connection with this Project and such failure continues for ten (10) days after written notice by City to the undersigned; (ii) failure to comply with any HOME Program regulations including, but not limited to, 42 U.S.C. §§12701-12839, 24 CFR Part 92, and such failure continues for ten (10) days after notice; (iii) failure to comply with any of the terms contained in the HOME Program Agreement, and such failure continues for ten (10) days after notice, or uses the funds other than as authorized by the HOME Program Agreement or any of the other documents executed in connection with this Project; (iv) failure to timely comply with audit requirements; (v) failure to expend HOME funds in a timely manner or fails to meet any of the time requirements as set forth in the HOME Program Agreement; (vi) failure to rehabilitate the Project as required by the HOME Program Agreement; (vii) failure to rent the HOME-assisted units to Eligible Persons at Affordable rents for the Affordability Period as required in the HOME Program Agreement; (viii) if a CHDO, failure to maintain CHDO status for the duration of the HOME Program Agreement; (ix) the undersigned is deemed in default under the HOME Program Agreement with the City or any other HOME or SHIP agreements it has with the City even if unrelated to this Project or Property or is in default under the terms of other financing or mortgages used for the Property and said default extends beyond the applicable cure period provided in said documents; (x) if at any time any material omission or material representation made by the undersigned in any written certification or communication submitted by the undersigned to the City in an effort to induce the making of this loan or the administration thereof is determined by the City to be false, misleading, or incorrect in any material manner; (xi) failure to disclose to the City, upon demand, the names of all persons with whom the undersigned has contracted or intends to contract with for the construction or management of any portion of the Property, including contracts for services and/or labor; or (xii) if any other default or breach of any term shall occur under the Note, Mortgage or any Loan Documents, and such failure continues for ten (10) days after notice, or longer if necessary to cure and cure is being diligently pursued.

The holder hereof may exercise this option to accelerate during any default by the undersigned regardless of any prior forbearance. In the event of any default under this Note, and if the same is referred to an attorney at law for collection or any action at law or in equity is brought with respect hereto, the undersigned shall pay the holder hereof all expenses and costs, including, but not limited to, attorney's fees;

The maker of this Note hereby waives demand, presentment, notice of dishonor, and protest. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

The debt evidenced by this Note is secured by a Mortgage and Security Agreement of even date herewith (the "Mortgage"), covering the property described in **Exhibit "A"** (the "Property"), as more fully described in the Mortgage and HOME Program Agreement.

The term "Loan Documents" when used herein shall mean, collectively, the following documents: (i) this Note; (ii) the Mortgage; (iii) the HOME Program Agreement between the City of Orlando and Anvil-Richard Allen Gardens, Inc. ("HOME Program Agreement"); (iv) Declaration of Covenants and Restrictions; and (v) all other documents or agreements arising under, related to, or made in connection with, the loan evidenced by this Note, as such Loan Documents may be amended. All persons to whom this Note may come are referred to the Mortgage, the HOME Program Agreement, and other Loan Documents for their effect on this Note. All terms not defined herein shall have the meaning ascribed to such terms in the HOME Program Agreement.

The validity of this Note and the other Loan Documents, each of their terms and provisions and the rights and obligations of the undersigned under this Note, and the other Loan Documents shall be governed by, interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Florida. The undersigned agrees that any controversy arising under or in relation to this Note, HOME Program Agreement, the Mortgage or any other Loan Documents shall be litigated exclusively in the State of Florida. The state and federal courts and authorities with jurisdiction in the State of Florida shall have exclusive jurisdiction over all controversies which may arise under or in relation to this Note, including without limitation those controversies relating to the execution, interpretation, breach, enforcement or compliance with this Note, the Mortgage, or any other issue arising under, related to, or in connection with any of the Loan Documents. The undersigned irrevocably consents to service, jurisdiction, and venue of such courts for any litigation arising from this Note, Mortgage, or any of the other Loan Documents, and waives any other venue to which it might be entitled by virtue of domicile, habitual residence, or otherwise.

The provisions of this Note, the Mortgage, HOME Program Agreement, and all other Loan Documents shall be binding on the successors and assigns, including, but not limited to, any receiver, trustee, representative or other person appointed under foreign or domestic bankruptcy, receivership, or similar proceedings of the undersigned and any person having an interest in the undersigned.

Signatures Next Page

By signing below, the undersigned accepts and agrees to the covenants and agreements contained in this Note.

Anvil-Richard Allen Gardens, Inc., a Florida
Non-profit corporation (Seal)

By: _____
Robert Ansley, President

Date: _____

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING was acknowledged before me this _____ day of _____, 2015, by Robert Ansley, as President of Anvil-Richard Allen Gardens, Inc. He/She ☐ is personally known to me or ☐ who has produced _____ as identification.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

EXHIBIT "E"

PREPARED BY AND RETURN TO:

Lisa R. Pearson, Esq.
Chief Assistant City Attorney
City of Orlando
400 South Orange Ave.
Orlando, FL 32801
Phone: (407) 246-2295

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (hereinafter "Mortgage") is made this ____ day of _____, 2015, by the Mortgagor, **Anvil-Richard Allen Gardens, Inc.**, a Florida non-profit corporation, whose mailing address is 101 South Terry Avenue, Orlando, FL, 32805, (hereinafter "Borrower"), in favor of the Mortgagee, **City of Orlando**, a Florida municipal corporation with a principal address of 400 South Orange Avenue, Orlando, FL 32801 (hereinafter "Lender").

WHEREAS, Borrower and Lender have entered into an HOME Program Agreement (the "HOME Agreement"), a copy of which is on file in the City Clerk's Office for the City of Orlando and the definitions and terms of which are incorporated herein by this reference as if fully set forth herein, and which provides, among other things, that the Lender will loan to Borrower HOME funds to be used towards the rehabilitation and renovation of twenty seven (27) units located in the Anvil-Richard Allen Gardens Apartments at 720 Carter Street, Orlando, FL, 32805, all of which units shall be designated as HOME-assisted units for rent to Very Low, Sixty Percent and Low-Income families, as applicable, at Affordable rents and upon such other terms as set forth in the HOME Agreement; and

WHEREAS, to ensure, among other things, that the HOME-assisted units are rented to Very Low, Sixty Percent, and Low Income families at Affordable rents and on the terms set forth in the HOME Agreement, Borrower has executed a note in favor of Lender in the principal sum of ***Six Hundred Ninety Five Thousand Dollars and 00/100 (\$695,000.00)***, which indebtedness is evidenced by Borrower's promissory note dated of even date herewith (hereinafter "Note"), a copy of which is attached hereto as **Exhibit "A"**, due and payable as provided in the Note.

To secure to Lender (a) the indebtedness evidenced by the Note, and all renewals, extensions and modifications thereof; (b) the performance of the covenants and agreements of Borrower contained in the Note between Lender and Borrower; (c) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; (d) the performance of the covenants and agreements contained in the HOME Agreement between the Lender and Borrower; and (e) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant, convey and assign to Lender the benefit of a lien on, and a security interest in any fee simple interest Borrower may acquire now or in the future in and to the following described real property located in Orange County, Florida:

[SEE ATTACHED EXHIBIT "B"]

Together with all buildings, structures, improvements and tenements now or hereafter erected on the Property; all heretofore or hereafter vacated alleys and streets abutting the Property, and all easements, streets, ways, alleys, rights-of-way and rights used in connection therewith or as a means of

access thereto, and all tenements, hereditaments and appurtenances thereof and therefor; all rents, royalties, mineral, oil and gas rights and profits, water rights and water stock appurtenant to the Property; all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in or on, or used or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; all elevators and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, paneling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants; all leasehold estates and all leases or subleases of the Property, or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Borrower thereunder, including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature; all rents, profits, issues and revenue of the Property and the buildings on the Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; all machinery, apparatus, equipment, fittings, fixtures and tangible personal property of every kind and nature whatsoever now or hereafter located on the Property or in any buildings or improvements upon the Property, or any part thereof, and used or usable in connection with the construction of or any occupancy of any buildings on the Property or the operation of the Property and all additions thereto; and all proceeds, products, substitutions, additions, renewals, accessions and replacements of any of the foregoing items. All of the foregoing real and personal property herein referred to as the "Property").

TO HAVE AND TO HOLD the said Property unto the Lender, in fee simple.

To protect the security of this Mortgage, Borrower further covenants, warrants and agrees with Lender as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay all payments provided for in the Note, any prepayment and late charges provided in the Note and all other sums secured by this Mortgage and shall otherwise comply with all the terms in the Note and this Mortgage.
2. **HOME Agreement.** The indebtedness that is secured by this Mortgage and is the subject of the Note shall be advanced pursuant to the covenants and conditions of the HOME Agreement between Borrower and Lender, all of which terms are incorporated herein by reference and made a part of this Mortgage with the same force and effect as if fully set forth in this Mortgage.
3. **Funds for Taxes, Assessments, Charges; Liens.** Borrower shall pay all water and sewer rates, rents, taxes, ad valorem taxes, assessments, premiums, insurance and other impositions attributable to the Property by Borrower making payment when due, directly to the payee thereof, or in such other manner as Lender may designate in writing. Upon request, Borrower shall promptly furnish to Lender all receipts evidencing such payments. Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property, or shall transfer to bond any claims of lien filed by any such persons.

4. **Leases, Subleases and Easements.** Borrower, at Borrower's sole cost and expense, shall maintain and cause to be performed, all of the covenants, agreements, terms, conditions and provisions on its part to be kept, observed and performed under any lease, sublease or easements, which may constitute a portion of or an interest in the Property; shall require its tenants or subtenants to keep, observe and perform all of the covenants, agreements, terms, conditions and provisions on their part to be kept, observed or performed under any and all leases, subleases, or easements; and shall not suffer or permit any breach or default to occur with respect to the foregoing; and in default thereof, Lender shall have the right to perform or to require performance of any such covenants, agreements, terms, conditions and provisions of any lease, sublease or easements. Except in the ordinary course of business, Borrower shall not, without the consent of Lender, consent to any modification or amendment of any lease, sublease or easement or to the, cancellation, termination or surrender of any lease, sublease or easement. Borrower shall not enter into any lease, sublease, or easement or make any modification or amendment that would violate any terms of the HOME Agreement or violate any of the HOME regulations governing this Property.
5. **Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured by carriers at all times satisfactory to Lender against loss by fire, hazards included within the term "extended coverage", rent loss and such other hazards, casualties, liabilities and contingencies as Lender shall require and in such amounts and for such periods as Lender shall require. Borrower shall also maintain commercial general liability insurance with Lender named as an additional insured in such amounts and for such periods as Lender may require. Borrower shall also maintain worker's compensation insurance, subject to the statutory limits of the State of Florida, and employer's liability insurance with a limit of no less than \$500,000.00 per accident, per employee.

All premiums on the foregoing insurance policies shall be paid by Borrower making payment, when due, directly to the carrier, or in such other manner as Lender may designate in writing.

All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies or certificate of insurance with regard thereto, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. At least thirty days prior to the expiration date of a policy, Borrower shall deliver to Lender a renewal policy in form satisfactory to Lender.

In the event of loss, Borrower shall give immediate written notice to the insurance carrier and Lender. Borrower hereby authorizes and empowers Lender as attorney in fact for such Borrower to make proof of loss, to adjust and compromise any claim under insurance policies (provided, however, that so long as no Event of Default shall not then exist, no such compromise shall be made by Lender without the approved consent, which consent shall not be unreasonably withheld), to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds; provided, however, that nothing contained in this paragraph shall require Lender to incur

any expense or take any action hereunder. Borrower further authorizes Lender, at Lender's option, (a) to hold the balance of such proceeds to be used to reimburse Borrower for the cost of reconstruction or repair of the Property, or (b) to apply the balance of such proceeds to the payment of the sums secured by this Mortgage, whether or not then due.

If the insurance proceeds are held by Lender to reimburse Borrower for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. Lender may, at Lender's option, condition disbursement of said proceeds on Lender's approval of such plans and specifications of an architect satisfactory to Lender, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens as Lender may reasonably require. If the insurance proceeds are applied to the payment of the sums secured by this Mortgage, any such application of proceeds to principal shall not extend or postpone the due dates of any future installments. If the Property is sold or if Lender acquires title to the Property, Lender shall have all of the right, title and interest of Borrower in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

6. **Preservation and Maintenance of the Property.** Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the standards required by HUD and its property standards requirement, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, and cure any violations within the time permitted by the applicable governing body, (f) shall use and operate, and shall require its lessees or licensees to use or operate, the Property in compliance with all applicable laws, ordinances, regulations, covenants, conditions and restrictions and with all applicable requirements of any lease or sublease now or hereafter affecting the Property, (g) shall operate and maintain the Property in a manner to ensure compliance with applicable U.S. Department of Housing and Urban Development (HUD) and HOME regulations, and (h) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Property, the security of this Mortgage or the rights or powers of Lender. Neither Borrower nor any tenant or other person shall remove, demolish or alter any improvement now existing or hereafter erected on the Property or any fixture, equipment, machinery or appliance in or on the Property except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind.
7. **Use of Property.** Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower shall not allow changes in the use for which all or any part

of the Property was intended at the time this Mortgage was executed. Borrower shall not initiate or acquiesce in a change in the zoning classification of the Property without Lender's prior written consent.

8. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option, may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including, but not limited to, (i) disbursement of attorney's fees, (ii) entry upon the Property to make repairs, and (iii) procurement of satisfactory insurance as provided in paragraph 5 hereof.

Any amounts disbursed by Lender pursuant to this paragraph shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be immediately due and payable upon demand by Lender and shall bear interest from the date of disbursement at the Event of Default rate stated in the Note unless collection from Borrower of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

9. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property at any time. If the Property requires repair, care or attention, after notice to Borrower, Lender may enter or cause entry to be made on the Property to repair, protect and maintain the Property as Lender may deem necessary. Any and all money that the Lender must pay to accomplish the proper maintenance on the Property shall become due and payable under the provisions of the above paragraph.
10. **Books and Records.** Borrower shall keep and maintain at all times at Borrower's address stated above, or such other place as Lender may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Property, compliance with all applicable HOME and federal regulations, compliance with the HOME Agreement and copies of all written contracts, leases and other mortgages or other interests which affect the Property. Such books, records, contracts leases, other documentation and mortgages shall be subject to examination and inspection at any reasonable time by Lender. Upon Lender's request, Borrower shall furnish to Lender, within one hundred and twenty (120) days after the end of each fiscal year of Borrower, a balance sheet, a statement of income and expenses of the Property and a statement of changes in financial position, each in reasonable detail and certified by Borrower and, if Lender shall require, by an independent certified public accountant.
11. **Condemnation.** Borrower shall promptly give written notification to Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Borrower shall appear in and prosecute any such action or proceeding unless otherwise directed by Lender in writing. Borrower

authorizes Lender, at Lender's option, as attorney in fact for Borrower, to commence, appear in and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking (provided, however, that so long as no Event of Default then exists, no compromise or settlement shall be made without the Borrower's consent, which consent shall not be unreasonably withheld). The proceeds of any award or payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender.

Borrower authorizes Lender to apply such awards, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to restoration or repair of the Property or to payment of the sums secured by this Mortgage, whether or not then due, with the balance, if any, to Borrower.

12. **Assignment of Rents.** Borrower hereby collaterally assigns and transfers to Lender all the leases, subleases, franchises, rents, issues and profits of the Property, and hereby gives to and confers upon Lender the right, power and authority to collect such rents, issues and profits as herein set forth. Borrower irrevocably appoints Lender its true and lawful attorney-in-fact for such purposes. Upon the occurrence of an Event of Default, not cured within any applicable grace period, under this Mortgage, Lender shall have the right, at its option, immediately and without further legal action being necessary, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Borrower or Lender, for all such rents, issues and profits and apply the same to the indebtedness secured hereby; provided, however, that Borrower shall have the right to collect, use and retain such rents, issues and profits (but not more than one month in advance) prior to or so long as there is not an Event of Default under this Mortgage.
13. **Collection of Rents Upon Event of Default.** Upon any Event of Default under this Mortgage, Lender may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property (but only by way of a court-appointed receiver or court order), or any part thereof, in its own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Lender may determine. The collection of such rents, issues and profits, or the entering upon and taking possession of the Property, or the application thereof as aforesaid, shall not cure or waive any Event of Default or notice of Event of Default hereunder or invalidate any act done in response to such Event of Default or pursuant to such notice of Event of Default.
14. **Restriction on Further Assignments or Modifications.** Borrower shall not, without the prior written consent of Lender, assign the rents, issues or profits, or any part thereof, from the Property or any part thereof, and shall not consent to the modification, cancellation or surrender of any lease or sublease covering the Property. However,

Borrower shall not enter into any lease, sublease, or easement, or make any modification or amendment that would violate any terms of the HOME Agreement or violate any of the HOME regulations governing this property. An action of Borrower in violation of the terms of this section shall be void as against Lender in addition to being an Event of Default under this Mortgage.

Borrower shall not, without the consent of Lender after the occurrence of an Event of Default, consent to the cancellation or surrender of, accept prepayment of rents, issues or profits more than thirty (30) days in advance under, any lease or sublease now or hereafter covering the Property or any part thereof, nor modify any such lease or sublease so as to shorten the term, decrease the rent, accelerate the payment of rent, or change the terms of any renewal option; and any such purported assignment, cancellation, surrender, prepayment or modification made without the written consent of Lender shall be void as against Lender. Borrower shall, upon demand of Lender, enter into an agreement with Lender with respect to the provisions contained in the preceding provision regarding any lease or sublease covering said Property or any part thereof, and Borrower hereby appoints Lender attorney-in-fact of Borrower to execute and deliver any such agreement on behalf of Borrower and deliver written notice thereof to the tenant to whose lease such agreement relates. Borrower agrees to furnish to Lender a copy of all leases, any modification of any lease presently in effect and copies of all future leases affecting the Property covered by this Mortgage, and failure to furnish to Lender a copy of any modification of a lease or a copy of any future lease affecting said Property shall be deemed a Event of Default under this Mortgage.

All leases or subleases hereafter entered into by Borrower with respect to the Property or any part thereof shall be subordinate to the lien of this Mortgage.

15. **Uniform Commercial Code Security Agreement.** This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Lender a security interest in said items. Borrower agrees that Lender may file this Mortgage, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Mortgage or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Borrower agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproductions of this Mortgage in such form as Lender may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Mortgage, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided in this Mortgage as to such items.

In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in this Mortgage.

16. **Events of Default.** The following shall constitute an Event of Default under this Mortgage:

- (a) failure to pay any sum when due under the Note, this Mortgage or other documents executed in connection with this Project and such failure continues for ten (10) days after written notice by Lender to Borrower;
- (b) failure to comply with any HOME Program regulations including, but not limited to, 42 U.S.C. §§12701-12839, 24 CFR Part 92;
- (c) failure to comply with any of the terms contained in the HOME Agreement or uses the HOME funds other than as authorized by the HOME Agreement and such failure continues for a period of (10) days following written notice thereof given by Lender to Borrower;
- (d) failure to timely comply with audit requirements;
- (e) failure to expend HOME funds in a timely manner or fails to meet any of the time requirements as set forth in the HOME Agreement;
- (f) failure to renovate the Property as required by the HOME Agreement;
- (g) failure to rent the HOME-assisted units to Eligible Persons at Affordable rents for the Affordability Period as required in the HOME Agreement;
- (h) failure to rent the HOME-assisted units to Eligible Persons at Affordable rents within the timeframes required by this Agreement;
- (i) if a CHDO, failure to maintain CHDO status for the duration of the HOME Agreement;
- (j) Borrower is deemed in default under any other HOME or SHIP agreements it has with the Lender even if unrelated to this Project or Property or is in default under the terms of other financing or mortgages used for the Property or other projects and said default extends beyond the applicable cure period provided in said documents;
- (k) if at any time any material omission or material representation made by Borrower in any written certification or communication submitted by Borrower to the Lender in an effort to induce the making of this loan or the administration thereof is determined by the Lender to be false, misleading, or incorrect in any material manner;

- (l) failure to disclose to the Lender, upon demand, the names of all persons with whom Borrower has contracted or intends to contract with for the construction or management of any portion of the Property, including contracts for services and/or labor; or
- (m) if any other default or breach of any term shall occur under the Note, Mortgage or any Loan Documents.

Notwithstanding any of the foregoing provisions to the contrary, if Borrower has failed to cure any Event of Default by any applicable cure period, the Lender may, at its sole option, cure such Event of Default, provided, however, that the Lender shall be under no duty or obligation to do so.

- 17. **Remedies.** Upon the occurrence of any Event of Default, or any other breach of this Mortgage, Lender may declare Borrower in default and the remedies available to Lender shall include, but not necessarily be limited to, any one or more of the following: (i) Lender may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding; (ii) Lender may take immediate possession of the Property or any part thereof by way of a court-appointed receiver as discussed in this Mortgage and manage, control or lease the same to such person and at such rental as it may deem proper and collect all rents, issues and profits therefrom; and (iii) Lender shall be free to terminate the HOME Agreement, withhold all funding and/or exercise all rights and remedies available to it under the terms of the HOME Agreement, the Loan Documents, under statutory law, federal or under common law. The City may also exercise any one or more of the actions contained in 24 CFR §85.43(a)(1-5).
- 18. **Remedies Cumulative.** Each remedy provided in this Mortgage is distinct and cumulative to all other rights or remedies under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively, in any order whatsoever.
- 19. **Borrower and Lien Not Released.** From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower or any junior lien holder, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Mortgage, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, with the consent of Borrower, release from the lien of this Mortgage any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, or join in any extension or subordination agreement. Any actions taken pursuant to this paragraph shall not affect the obligation of Borrower to pay the sums secured by this Mortgage and to observe the covenants of Borrower contained herein and shall not affect the lien or priority of lien hereof on the Property. Borrower shall pay Lender title insurance premiums and attorney's fees as may be incurred at Lender's option, for any such action if taken at Borrower's request.

20. **No Waiver.** Failure of the Lender to declare an Event of Default shall not constitute a waiver of any rights by the Lender. Furthermore, the waiver of any Event of Default by the Lender shall in no event be construed as a waiver of rights with respect to any other Event of Default, past or present.
21. **Appointment of Receiver; Lender in Possession.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage which is not cured within any applicable cure period, Lender may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Mortgage. In the event Lender elects to seek the appointment of a receiver for the Property upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, Borrower hereby expressly consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable fee for managing the Property.
22. **Transfers of the Property or Beneficial Interests in Borrower; Assumption.** On sale or transfer of all or any part of the Property, or any interest therein, in any manner inconsistent with the HOME Agreement, Lender may, at Lender's option, declare all of the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by this Mortgage or by state or federal law.
23. **Notice.** Except for any notice required under applicable law to be given in another manner, each notice, demand, consent or other approval (collectively, "notices" and singly, "notice") given under the Note, this Mortgage and any other Loan Document, shall be in writing to the other party, and if to Borrower, at its address set forth at the beginning of the Mortgage, and if to Lender, at its address set forth at the beginning of the Mortgage, or at such other address as such party may designate by notice to the other party and shall be deemed given (a) three (3) Business Days after mailing, by certified U.S. mail, return receipt requested, postage prepaid; (b) one (1) Business Day after delivery, fee prepaid, to a national overnight delivery service; or (c) when delivered, if personally delivered with proof of delivery thereof.

Borrower and Lender each agrees that it will not refuse or reject delivery of any notice given hereunder, that it will acknowledge, in writing, the receipt of the same upon request by the other party and that any notice rejected or refused by it shall be deemed for all purposes of this Mortgage to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service. As used in the Mortgage, the term "Business Day" means any day other than a Saturday, a Sunday or any other day on which Lender is not open for business.

24. **Successors and Assigns Bound; Joint and Several Liability; Agents; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
25. **Governing Law and Severability.** This Mortgage shall be governed by the law of the State of Florida. In the event that any provision of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions, and to this end, the provisions of this Mortgage and the Note are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower is interpreted so that any charge provided for in this Mortgage or in the Note, whether considered separately or together with other charges levied in connection with this Mortgage and the Note, violates such law, and Borrower is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation.
26. **Waiver of Statute of Limitations.** Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Mortgage or to any action brought to enforce the Note or any other obligation secured by this Mortgage.
27. **Attorney's Fees.** If this Mortgage is placed in the hands of an attorney for the collection of any sum payable hereunder or the enforcement of any provisions contained herein, Borrower agrees to pay all costs of collection, including attorneys' fees, including those in all appellate and bankruptcy proceedings incurred by Lender, either with or without the institution of any action or proceeding, and in addition to all costs, disbursements and allowances provided by law. All such costs so incurred shall be deemed to be secured by this Mortgage.
28. **Environmental Hazards.** Borrower covenants and agrees that Borrower shall not: (a) cause or permit the presence, use, generation, manufacture, production, processing, installation, release, discharge, storage (including aboveground and underground storage tanks for petroleum or petroleum products), treatment, handling or disposal of any Hazardous Materials (as defined below) (excluding the safe and lawful use and storage of quantities of Hazardous Materials customarily used in the operation and maintenance of comparable multi-family or commercial properties or for normal household or business purposes) on or under the Property, or in any way affecting the Property or its value, or which may form the basis for any present or future demand, claim or liability relating to contamination, exposure, cleanup or other remediation of the Property; or (b) cause or permit the transportation to, from or across the Property of any Hazardous Material (excluding the safe and lawful use and storage of quantities of Hazardous Materials customarily used in the operation and maintenance of comparable multi-family or commercial properties or for normal household or business purposes); or (c) cause or exacerbate any occurrence or condition on the Property that is or may be in

violation of Hazardous Materials Law (as defined below). The matters described in (a), (b) and (c) above are referred to collectively below as “Prohibited Activities or Conditions”.

Borrower represents and warrants that it has not at any time caused or permitted any Prohibited Activities or Conditions and to the best of its knowledge, except as set forth in any environmental assessment furnished by Borrower to Lender, no Prohibited Activities or Conditions exist or have existed on or under the Property. Borrower shall take all appropriate steps (including but not limited to appropriate lease provisions) to prevent its employees, agents and contractors, and all tenants and other occupants on the Property, from causing, permitting or exacerbating any Prohibited Activities or Conditions.

If Borrower has disclosed that Prohibited Activities or Conditions exist on the Property, Borrower shall comply in a timely manner with, and cause all employees, agents and contractors of Borrower and any other persons present on the Property to so comply with (1) any program of operation and maintenance (“O&M Program”) relating to the Property that is acceptable to Lender with respect to one or more Hazardous Materials (which O&M Program may be set forth in an agreement of Borrower (an “O&M Agreement”)) and all other obligations set forth in any O&M Agreement, and (2) all Hazardous Materials Laws. Any O&M Program shall be performed by qualified personnel. All costs and expenses of the O&M Program shall be paid by Borrower, including without limitation Lender’s fees and costs incurred in connection with the monitoring and review of the O&M Program and Borrower’s performance thereunder. If Borrower fails to timely commence or diligently continue and complete the O&M Program and comply with any O&M Agreement, then Lender may, at Lender’s option, declare all of the sums secured by the Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by this Mortgage.

Borrower represents that Borrower has not received, and has no knowledge of the issuance of, any claim, citation or notice of any pending or threatened suits, proceedings, orders or governmental inquiries or opinions involving the Property that allege the violation of any Hazardous Materials Law (“Government Actions”).

Borrower shall promptly notify Lender in writing of: (i) the occurrence of any Prohibited Activity or Condition on the Property; (ii) Borrower’s actual knowledge of the presence on or under any adjoining property of any Hazardous Materials which can reasonably be expected to have a material adverse impact on the Property or the value of the Property, discovery of any occurrence or condition on the Property or any adjoining real property that could cause any restriction on the ownership, occupancy, transferability or use of the Property under Hazardous Materials Law; Borrower shall cooperate with any governmental inquiry and shall comply with any governmental or judicial order which arises from any alleged Prohibited Activities or Conditions; (iii) any Governmental Action; and (iv) any claim made or threatened by any third party against Borrower, Lender or the Property relating to loss or injury resulting from any Hazardous Materials. Any such notice by Borrower shall not relieve Borrower of or result in a waiver of any obligation of Borrower.

Borrower shall pay promptly the costs of any environmental audits, studies or investigations (including but not limited to advice of legal counsel) and the removal of any Hazardous Materials from the Property required by Lender as a condition of its consent to any sale or transfer of all or any part of the Property or any transfer occurring upon a foreclosure or a deed in lieu of foreclosure or any interest therein, or required by Lender following a reasonable determination by Lender that there may be Prohibited Activities or Conditions on or under the Property. Borrower authorizes Lender and its employees, agents and contractors to enter onto the Property for the purpose of conducting such environmental studies, audits and investigations. Any such costs and expenses incurred by Lender (including but not limited to fees and expenses of attorneys and consultants, whether incurred in connection with any judicial or administrative process or otherwise) which Borrower fails to pay promptly shall become immediately due and payable and shall become additional indebtedness secured by the Mortgage.

Borrower shall hold harmless, defend and indemnify Lender and its officers, directors, trustees, employees and agents from and against all proceedings (including but not limited to Government Action), claims, damages, penalties, costs and expenses (including without limitation fees and expenses of attorneys and expert witnesses, investigatory fees and cleanup and remediation expenses, whether or not incurred within the context of the judicial process), arising directly or indirectly from (i) any breach of any representation, warranty or obligation of Borrower contained in this paragraph, or (ii) the presence or alleged presence of Hazardous Materials on or under the Property.

The term "Hazardous Materials" for purposes of this paragraph includes petroleum and petroleum products, flammable explosives, radioactive materials (excluding radioactive material in smoke detectors), polychlorinated biphenyls, lead, asbestos in any form that is or could become friable, hazardous waste, toxic or hazardous substances or other related materials whether in the form of a chemical, element, compound, solution, mixture or otherwise including, but not limited to, those materials defined as "hazardous substances," "extremely hazardous substances," "air pollutants," "toxic pollutants," "hazardous wastes," "extremely hazardous waste," or "restricted hazardous waste" by Hazardous Materials Law or regulated by Hazardous Materials Law in any manner whatsoever.

The term "Hazardous Materials Law" for the purposes of this paragraph means all federal, state and local laws, ordinances and regulations and standards, rules, policies and other binding governmental requirements and any court judgments applicable to Borrower or to the Property relating to industrial hygiene or to environmental or unsafe conditions or to human health including, but not limited to, those relating to the generation, manufacture, storage, handling, transportation, disposal, release, emission or discharge of Hazardous Materials, those in connection with the construction, fuel supply, power generation and transmission, waste disposal or any other operations or processes relating to the Property, and those relating to the atmosphere, soil, surface and ground water, wetlands, stream sediments and vegetation on, under, in or about the Property.

The representations, warranties, covenants, agreements, indemnities and undertakings of Borrower contained in this paragraph shall be in addition to any and all other obligations

and liabilities that Borrower may have to Lender under applicable law.

The representations, warranties, covenants, agreements, indemnities and undertakings of Borrower contained in this paragraph shall continue and survive notwithstanding the satisfaction, discharge, release, assignment, termination, subordination or cancellation of the Mortgage or the payment in full of the principal of and interest on the Note and all other sums payable under the Loan Documents or the foreclosure of the Mortgage or the tender or delivery of a deed in lieu of foreclosure or the release of any portion of the Property from the lien of the Mortgage, except with respect to any Prohibited Activities or Conditions or violation of any of the Hazardous Materials Laws which first commences and occurs after the satisfaction, discharge, release, assignment, termination or cancellation of the Mortgage following the payment in full of the principal of and interest on the Note and all other sums payable under the Loan documents or which first commences or occurs after the actual dispossession from the entire Property of the Borrower and all entities which control, are controlled by, or are under common control with the Borrower (each of the foregoing persons or entities is hereinafter referred to as a "Responsible Party") following foreclosure of the Mortgage or acquisition of the Property by a deed in lieu of foreclosure. Nothing in the foregoing sentence shall relieve the Borrower from any liability with respect to any Prohibited Activities or Conditions or violation of Hazardous Materials Laws where such Prohibited Activities or Conditions or violation of Hazardous Material Laws commences or occurs, or is present as a result of, any act or omission by any Responsible Party or by any person or entity acting on behalf of a Responsible Party.

29. **Waiver of Jury Trial.** Borrower (i) covenants and agrees not to elect a trial by jury with respect to any issue arising under any of the Loan Documents triable by a jury and (ii) waives any right to trial by jury to the extent that any such right shall now or hereafter exist. This waiver of right to trial by jury is separately given, knowingly and voluntarily with the benefit of competent legal counsel by the Borrower and this waiver is intended to encompass individually each instance and each issue as to which the right to a jury trial would otherwise accrue. Further, Borrower hereby certifies that no representative or agent of the Lender (including but not limited to Lender's counsel) has represented, expressly or otherwise, to Borrower that Lender will not seek to enforce the provisions of this paragraph.

SIGNATURES NEXT PAGE

IN WITNESS WHEREOF, Borrower has executed this Mortgage or has caused the same to be executed by its representatives thereunto duly authorized.

Signed in the presence of Two Witnesses: **Anvil-Richard Allen Gardens, Inc., a**
Florida Non-Profit Corporation

Signature
Print Name: _____

Robert Ansley, President

Signature
Print Name: _____

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING was acknowledged before me this _____ day of _____, 2015, by Robert Ansley, as President of **Anvil-Richard Allen Gardens, Inc.** He/She ☐ is personally known to me or ☐ who has produced _____ as identification.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

***THIS DOCUMENT IS EXEMPT FROM THE PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX PURSUANT TO SECTION 199.183(1), FLORIDA STATUTES.**

EXHIBIT “A”

EXHIBIT “B”

LEGAL DESCRIPTION

Lot 2, Suncharm Subdivision, as per plat thereof, recorded in Plat Book “35”, Page 80, Public Records of Orange County, Florida

and

Lot 5, western Terrace First Addition, as per plat thereof, recorded in Plat Book “H”, Page 64, Public Records of Orange County, Florida.

Exhibit "F"

PREPARED BY AND RETURN TO:

Lisa R. Pearson
Chief Assistant City Attorney
City of Orlando
400 South Orange Avenue
Orlando, FL 32801
Phone: (407) 246-2295

**DECLARATION OF RESTRICTIVE COVENANT CONTAINING
RENT AND INCOME RESTRICTIONS**

THIS **DECLARATION OF RESTRICTIVE COVENANT CONTAINING RENT AND INCOME RESTRICTIONS** is made this ____ day of _____, 2015, by **ANVIL-RICHARD ALLEN GARDENS, INC.**, a Florida non-profit corporation, (hereinafter referred to as "Owner"), in favor of the **City of Orlando**, a Florida municipal corporation (hereinafter referred to as "City").

WHEREAS, the City has been designated by the United States Department of Housing and Urban Development ("HUD") as a participating jurisdiction for the receipt and use of funds as provided by the HOME Investment Partnerships Program (hereinafter referred to as "HOME Program"), as provided in 24 CFR Part 92; and,

WHEREAS, Owner is the fee simple owner of Anvil-Richard Allen Gardens Apartments, an existing apartment complex of 30 units, located on the property at **720 Carter Street, Orlando, Florida**, more particularly described as follows:

Lot 2, Suncharm Subdivision, as per plat thereof, recorded in Plat Book "35", Page 80, Public Records of Orange County, Florida

and

Lot 5, western Terrace First Addition, as per plat thereof, recorded in Plat Book "H", Page 64, Public Records of Orange County, Florida.

(hereinafter the "Property"); and,

WHEREAS, the City and Owner entered into a HOME Program Agreement wherein federal HOME funds have been provided to rehabilitate a project consisting of 27 of the 30 units, and pursuant

to federal regulations, 24 CFR §92.252 requires that certain affordability requirements be met for a certain period of time on the HOME-assisted units.

WHEREAS, the Owner has designated twenty-seven (27) of these units on the Property as “Home-assisted” units; and

WHEREAS, Owner and City wish to ensure that the HOME-assisted units continue to be maintained as affordable housing for rent to Very Low, Sixty Percent and Low Income families, as applicable, at Affordable rents for a period of not less than ten (10) years, regardless of any subsequent changes in ownership of the Property.

NOW, THEREFORE, Owner declares that said Property shall be held, transferred, encumbered, used, sold, conveyed, and occupied, subject to the covenants hereinafter set forth expressly and exclusively for the use and benefit of said Property and of each and every person or entity who now or in the future owns any portion or portions of the Property.

1. **RESTRICTION OF USE TO AFFORDABLE HOUSING.** The 27 HOME-Assisted units must be rented and occupied and are restricted as follows: six (6) units [2-bedroom/1 bath units] shall be rented and occupied by Very Low Income (50% median income or less within the Orlando Metropolitan Statistical Area) families at Affordable rents (LOW Home rents), all as from time to time defined by HUD, or any successor entity, at such minimum and maximum rental rates determined by HUD and approved by the City of Orlando’s Housing and Community Development Department; nineteen (19) units: eighteen (18) [2-bedroom/1 bath units] and one (1) [1 bedroom-1 bath unit] shall be rented to and occupied by Sixty Percent Income (60% of median income or less within the Orlando Metropolitan Statistical Area) families at Affordable rents (HIGH Home rents), as from time to time defined by HUD, at such minimum and maximum rental rates determined by HUD and approved by the City of Orlando’s Housing and Community Development Department; and two (2) units [2-bedroom/1 bath] shall be rented to and occupied by Low Income families (80% of median income or less within the Orlando Metropolitan Statistical Area) at Affordable rents (High HOME rents); all in the manner as described herein and the Budget and all according to the income limits published annually by HUD based upon the Annual Income of the household.) The Project must at all times meet the property standards set forth in 24 CFR §92.251 and meet the accessibility requirements contained in 24 CFR Part 8, and all applicable local codes, or such successive regulations which may be adopted by HUD. The HOME Program Agreement executed by and between ANVIL-RICHARD ALLEN GARDENS, INC. and the City of Orlando dated _____, 2015 on file with the City Clerk’s Office and the City’s Housing and Community Development Department, (400 South Orange Avenue,

Orlando, Florida, 32802), contains additional requirements and restrictions and is hereby incorporated herein by reference and made a part hereof, including the terms and definitions contained therein. All terms not defined herein shall have the meaning described to said terms in the Home Program Agreement.

2. **BINDING NATURE OF COVENANTS.** These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date of Project Completion (the "Affordability Period") as that term is defined in 24 CFR Part 92 and the HOME Program Agreement between Owner and the City.

3. **ENFORCEMENT OF DECLARATION OF RESTRICTIVE COVENANT.** Enforcement of the foregoing restrictive covenant shall be by proceedings at law or in equity against any person or persons violating or attempting to violate such covenant to restrain violation. Such action may be brought by the City of Orlando, or by the United States Department of Housing and Urban Development.

4. **ATTORNEYS' FEES.** Any person who successfully brings an action for enforcement of this Restrictive Covenant shall be entitled to recover attorneys' fees and costs for such action, including any successful appellate proceedings, from the then owner of the affected portion or portions of the Property.

IN WITNESS WHEREOF, Owner has executed this Declaration of Covenants and Restrictions, the day and year first above written.

Signed in the presence of Two Witnesses: **Anvil-Richard Allen Gardens, Inc.,** a Florida Non-Profit Corporation

Signature
Print Name: _____

Robert Ansley, President

Signature
Print Name: _____

Date: _____

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING was acknowledged before me this _____ day of _____, 2015, by _____, as President of ANVIL-RICHARD ALLEN GARDENS, INC. He/She ☐ is personally known to me or ☐ who has produced _____ as identification.

NOTARY PUBLIC

EXHIBIT “A”

LEGAL DESCRIPTION

Lot 2, Suncharm Subdivision, as per plat thereof, recorded in Plat Book “35”, Page 80, Public Records of Orange County, Florida

and

Lot 5, western Terrace First Addition, as per plat thereof, recorded in Plat Book “H”, Page 64, Public Records of Orange County, Florida.

**CITY OF ORLANDO
HOME AGREEMENT
Anvil – Richard Allen Gardens Apartments**

EXHIBIT "G"

REQUEST FOR PARTIAL PAYMENT

TO: Housing and Community Development Department

FROM: ANVIL-RICHARD ALLEN GARDENS, INC.

PROJECT ADDRESS: 720 Carter Street, Orlando, FL

HOME LOAN: \$695,000.00

REQUESTED AMOUNT:

I certify that _____% of the rehabilitation/construction work on the above referenced Project has been completed according to the HOME Agreement between the above and the City of Orlando has been completed to date.

Said work consists of:

1.	Original Contract:	_____
2.	Net Changes by Change Orders	_____
3.	Contract Sum to Date (line 1 + 2)	_____
4.	Total completed & Stored to Date (Column G)	_____
5.	Retainage of completed work & stored materials (10%) (Column D + E + F)	_____
6.	Total Less Retainage (Line 4 less line 5 total)	_____
7.	Less Previous Payments (line 6 from previous pay application)	_____
8.	Current Payment Due	_____
9.	Balance to Finish, including retainage (line 3 less line 6)	_____

Therefore, I request that the Housing and Community Development Department pay a partial payment in the amount of \$_____ (this payment.

Authorized Signature

Date

Exhibit H

**PARTIAL RELEASE AND WAIVER OF LIEN / BOND CLAIM
OF CONTRACTOR\SUBCONTRACTOR\SUPPLIER**

Pursuant to the agreement between _____ (herein after referred to as Contractor \ Subcontractor \ Supplier) and Owner (hereinafter referred to as Owner), the undersigned Contractor \ Subcontractor \ Supplier acknowledges that for and in consideration of the sum of \$_____ the undersigned in hand this day paid, the receipt of which is hereby acknowledged, the undersigned does hereby waive, release, remise and relinquish any and all right to claim any lien or liens, or assert any kind or class of lien whatsoever, or make any claims on bond or to otherwise make any claims upon the Owner, Contractor, and/or Contractor's surety, if any, for work done, materials and/or equipment furnished, which the undersigned now has or may hereinafter have on the following-described property through the date of _____:

PROPERTY:

Orlando, FL

OWNER:

Orlando, FL

This affidavit is executed by the Contractor in accordance with section 713.06 of the Florida Statutes for the purposes of obtaining (partial) payment from the Owner in the amount of \$._____

The undersigned certifies that all labor, services, materials and/or equipment furnished to or for the property described herein have been provided prior to the execution and delivery of this document. The undersigned further certifies that all bills, charges, payroll, taxes and any other obligations of the undersigned Subcontractor\Vendor for this project have been paid in full through ___/___/___; and that there are no pending actions, claims, liens or suits against said Subcontractor\Vendor for work performed, materials and/or equipment furnished for the above-described project. The undersigned Subcontractor \ Supplier further agrees to indemnify and hold harmless the Owner, Contractor and/or Contractor's surety (if any) and the City of Orlando from any and all claims that may arise in violation and/or contradiction of this document and/or pursuant to said work done, materials and/or equipment furnished through the above referenced date.

DATED on _____ 20__

NAME OF COMPANY

NAME OF AUTHORIZED AGENT

SIGNATURE OF AUTHORIZED AGENT

TITLE

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned officer, personally appeared _____ as _____ of _____ who is personally known to me or presented _____ as identification, and who did ___ take an oath, and who is known to me to be the person described in and who executed the forgoing instrument, and acknowledged to and before me that he/she is authorized to execute the forgoing instrument in the capacity and for the purposes therein expressed.

Signature of Notary _____

My Commission # and Expiration:

EXHIBIT "I"

MONTHLY PROGRESS REPORT/FINAL REPORT

A. Project Information

Agency: ANVIL-RICHARD ALLEN GARDENS, INC.

Project Title: 720 Carter Street, Orlando, FL

Project Start Up Date:

Estimated Project Completion Date:

B. Project Financial Summary

	Amount	Funds Invoiced to Date	Percentage (%)
Other Funding			
HOME Funding			
Total Funding			

Percentage of Project Completed to Date: _____ % (Monthly ____ Final ____)

C. Comments (Please answer all questions)

1. Describe specific tasks completed this month.

EXHIBIT “J”

Home-Assisted Units

UNIT MIX BREAKDOWN

<u>Very Low Income (50%)</u>	<u>Sixty Percent (60%)</u>	<u>Low Income (80%)</u>
6 units	19 units	2 units
(6 Units) 2-bedroom/1 bath	(18 Units) 2-bedroom/1 bath (1 Unit) 1-bedroom/1 bath	(2 Units) 2-bedroom/1 bath
Low HOME Rents	High HOME Rents	High HOME Rents

EXHIBIT “K”

CITY OF ORLANDO HOME AGREEMENT

ANVIL-RICHARD ALLEN GARDENS Apartments

The Tenant Qualification package must include the following:

1. City Assistance Application
2. Client Tax Returns, if applicable
3. Income verification
 - Third party verification, if available
 - 3 months of recent paystubs or wage statements
 - Alternatives sources of income
 - Social Security
 - Social Security Income
 - Unemployment
 - Child Support
 - Alimony
4. Asset verification
 - Bank Statements (for checking accounts – provide most recent 6 months and for savings accounts – provide most current statement)
 - 401k/retirement/investment

ANNUAL INCOME AS DEFINED IN 24 CFR PART 5

The Part 5 definition of annual income is the gross amount of income of all adult household members that is anticipated to be received during the coming 12- month period.

For additional guidance, refer to the “Technical Guide for Determining Income and Allowances for the HOME Program”, Third Edition, January 2005.

EXHIBIT “L”

RESIDENT INCOME CERTIFICATION - RENTAL HOUSING HOME Program

Property Name **Anvil- Richard Allen Gardens Apartments**

A. Effective Date: _____ Initial Certification (IC)
Move-In Date: _____ Annual Recertification (AR)

B. Subsidy Use (check one)

	Multifamily Rental		Other
	Transitional Housing		

C. Household Information

Household Information			
Member	Names - All Household Members	Relationship	Age
1			
2			
3			
4			
5			
6			
7			

D. Assets: All household members including minors

Member	Asset Description	Cash Value	Income from Assets
1			
2			
3			
4			
5			
6			
7			
Total Cash Value of Assets		D(a) \$	
Total Income from Assets			D(b) \$
If line D(a) is greater than \$5,000, multiply that amount by the rate specified by HUD (applicable rate <u>2.0 %</u>) and enter results in D(c), otherwise leave blank.		D(c) \$	

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					
	(a)	(b)	(c)	(d)	(e)
Totals	\$	\$	\$	\$	\$
Enter total of items E(a) through E(e). This amount is the Annual Anticipated Household Income					\$

F. **Resident 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 _____

G. **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 HOME provisions and the family or individual(s) constitute(s) a: (check one)

Very Low Income (VLI) Household means individuals or families whose annual income does not exceed 50% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size (maximum Income Limit \$ _____).

Sixty Percent Income Household means individuals or families whose annual income does not exceed 60% of the area median income as determined by the U.S. Department of Housing and Urban Development 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 area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size (maximum Income Limit \$ _____).

Based upon the _____ (year) income limits for _____ Metropolitan Statistical Area (MSA) or County, Florida.

Signature of the Administrator or His/Her Designated Representative:

(Signature) _____

Name _____
(Print or type name)

Title _____

Date _____

H. Household Data (to be completed by Administrator or designee)

Number of Persons									
By Race / Ethnicity						By Age			
White	Black	Hispanic	Asian	American Indian	Other	0 - 25	26 - 40	41 - 61	62 +

Unit Information			Special Target / Special Needs (Check all that apply)				
Number of Residents	Tenant Rent	Number of Bedrooms	Farmworker	Developmentally Disabled	Homeless	Elderly	Other

NOTE: Information concerning the race or ethnicity of the occupants is being gathered for statistical use only. No occupant is required to give such information unless he or she desires to do so, and refusal to give such information will not affect any right he or she has as an occupant.

Exhibit "M"

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Locality		ENERGY STAR No		Unit Type Larger Apartment Bldgs. (5+ units)		Date (mm/dd/yyyy)	
Orlando						5/30/2015	
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	a. Natural Gas	2	3	3	3	4	4
	b. Bottle Gas	4	5	5	6	7	7
	c. Electric Resistance	6	7	8	9	10	11
	c. Electric Heat Pump	2	3	3	3	4	4
	e. Oil / Coal / Other	6	8	9	11	13	14
Cooking	a. Natural Gas	3	4	5	6	7	7
	b. Bottle Gas	6	6	8	10	11	13
	c. Electric	7	8	10	12	13	15
	d. Other	0	0	0	0	0	0
Other Electric		22	26	34	43	51	59
Air Conditioning		13	16	25	34	43	53
Water Heating	a. Natural Gas	7	9	12	15	18	19
	c. Electric	13	15	22	27	31	35
Water		2	2	3	3	4	5
Sewer		6	6	8	10	12	14
Trash Collection		0	0	0	0	0	0
Range/Microwave		0	0	0	0	0	0
Refrigerator		0	0	0	0	0	0
Other - specify		0	0	0	0	0	0

Actual Family Allowances To be used by the family to compute allowance.

Unit size: 1. bedrm

Utility or Service	Fuel Source	Monthly Allowance Example
Space Heating	Electric Resistance	7
Cooking	Electric	8
Other Electric	Electric	26
Air Conditioning	Electric	16
Water Heating	Electric	15
Water	Tenant does not pay	
Sewer	Tenant pays	6
Trash Collection	Tenant pays	
Range/Microwave	Tenant does not pay	
Refrigerator	Tenant does not pay	
Other	Tenant does not pay	
Total		78

Spreadsheet (ver13) based on form HUD-
52667 (12/97).
ref. Handbook 7420.8

Previous editions are obsolete

**Allowances for
Tenant-Furnished Utilities
and Other Services**

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Locality		ENERGY STAR No		Unit Type Larger Apartment Bldgs. (5+ units)			Date (mm/dd/yyyy)	
Orlando							5/30/2015	
Utility or Service		Monthly Dollar Allowances						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Space Heating	a. Natural Gas	2	3	3	3	4	4	
	b. Bottle Gas	4	5	5	6	7	7	
	c. Electric Resistance	6	7	8	9	10	11	
	c. Electric Heat Pump	2	3	3	3	4	4	
	e. Oil / Coal / Other	6	8	9	11	13	14	
Cooking	a. Natural Gas	3	4	5	6	7	7	
	b. Bottle Gas	6	6	8	10	11	13	
	c. Electric	7	8	10	12	13	15	
	d. Other	0	0	0	0	0	0	
Other Electric		22	26	34	43	51	59	
Air Conditioning		13	16	25	34	43	53	
Water Heating	a. Natural Gas	7	9	12	15	18	19	
	c. Electric	13	15	22	27	31	35	
Water		2	2	3	3	4	5	
Sewer		6	6	8	10	12	14	
Trash Collection		0	0	0	0	0	0	
Range/Microwave		0	0	0	0	0	0	
Refrigerator		0	0	0	0	0	0	
Other - specify		0	0	0	0	0	0	

Actual Family Allowances To be used by the family to compute allowance.

Unit size: 2 bedrm

Utility or Service	Fuel Source	Monthly Allowance Example
Space Heating	Electric Resistance	8
Cooking	Electric	10
Other Electric	Electric	34
Air Conditioning	Electric	25
Water Heating	Electric	22
Water	Tenant does not pay	
Sewer	Tenant pays	8
Trash Collection	Tenant pays	
Range/Microwave	Tenant does not pay	
Refrigerator	Tenant does not pay	
Other	Tenant does not pay	
Total		107

Spreadsheet (ver13) based on form HUD-52657 (12/97).
ref. Handbook 7420.8

Previous editions are obsolete

EXHIBIT “N”

CERTIFICATION OF GOVERNMENTAL ASSISTANCE*

PROJECT NAME: **Anvil Richard Allen Garden Apartments**

I, _____, Owner _____ or Owner’s Representative _____
hereby certify the following:

1. _____ The following governmental assistance has been or is to be provided to the Project:

_____ (Amount)	_____ (Source)
-------------------	-------------------

_____ (Amount)	_____ (Source)
-------------------	-------------------

_____ (Amount)	_____ (Source)
-------------------	-------------------

OR

2. _____ No governmental assistance has been provided at the time of application
for HOME funding nor is any government assistance anticipated in the future.

I also certify that should other governmental assistance be sought in the future, the City of Orlando will be notified within 15 days of application for other government assistance.

(Signature)

(Date)

*Governmental assistance includes any loan, grant, (including Community Development Block Grant), guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the federal, state or local government for use in, or in connection with, a specific housing project.

EXHIBIT “O”

AFFIRMATIVE MARKETING PROCEDURES AND REQUIREMENTS

In 1973 the City of Orlando and its City Council created a Human Relations Board under Chapter 57 of the Code of the City of Orlando, as amended, to undertake the following functions:

1. To foster mutual understanding and respect among all racial, religious and ethnic groups in the City of Orlando;
2. To encourage equality of treatment for, and prevent discrimination against, any racial, religious or ethnic group of its members;
3. To cooperate with governmental and nongovernmental agencies and organizations having like or kindred functions;
4. To make such investigations and studies in the field of human relations as in the judgment of the Board will aid in effectuating its general purposes;
5. To assist various groups and agencies of the community to cooperate in education campaigns devoted to the elimination of groups prejudices, racial tension, intolerance or discrimination;
6. To aid in permitting the City of Orlando to benefit from the fullest realization of its human resources; and
7. To accept grants and donations on behalf of the City from foundations and others for the purpose of carrying out the above listed functions, subject to the approval of the Mayor and City Council.

The Office of Human Relations (OHR) is responsible for the administration of Chapter 57, as amended, and has applied for designation as a “substantial equivalency” agency of the Department of Housing and Urban Development.

Affirmative marketing steps consist of good faith efforts and actions to provide information and otherwise attract eligible persons from all racial, ethnic and gender groups in the housing market area to the available housing. The Office of Human Relations will assist the Housing Department to undertake the following steps to ensure the affirmative marketing of HOME-assisted housing containing five or more units:

Provision of Fair Housing Information

The City of Orlando will disseminate fair housing information through its Office of Human Relations (OHR). In addition to being responsible for the enforcement of fair housing laws, the OHR will assist in the implementation of affirmative marketing techniques. Some of the activities the OHR will undertake related to the provision of fair housing information are: to conduct periodic workshops and seminars, to distribute information on available housing, housing programs for low and moderate income persons, sources for housing counseling and credit, etc. to neighborhood centers and to residents through homeowner and neighborhood associations. In addition, the OHR is in the process of instituting a fair housing reference library as a central source of information on fair housing in the community.

Compliance

Any program, office, organization or owner implementing or participating in HOME-assisted activities will undertake the following procedures in marketing units under the HOME program:

- Display Fair Housing posters in the respective offices
- Use the Equal Housing Opportunity logotype or slogan in press releases and solicitations for owners and tenants
- Include in any published information that the project provides fair housing opportunities.

In addition, program participants will be required to take one or more of the following minimum steps to ensure that applications are solicited from persons in the housing market areas who are not likely to apply for the housing without special outreach:

- Notice of the availability of the units will be provided to community groups such as neighborhood associations and other non-profit service organizations.
- Notice of the availability of units will be published in community newspapers.
- Notify the Metropolitan Orlando Urban League, the Coalition for the Homeless of Orlando, Inc., and/or the Central Florida Housing and Development Services, Inc. (HANDS) of any units available for rent.

Maintenance of Records

Each applicant must submit to the City of Orlando copies of advertisements, letters, or other documentation which evidences the outreach and fair housing efforts undertaken to market units.

The City of Orlando will monitor compliance with this requirement,

will maintain the records submitted and will assess the results of these efforts on a quarterly basis. When affirmative marketing requirements are not met, the City staff will provide technical assistance and counseling to remedy the problem. If a subsequent evaluation shows that affirmative marketing requirements are still not being met, the City will have the option of working closer with the recipient or of withholding funding until compliance is achieved, or as a last resort calling due any loans or assistance that may have been disbursed.

Exhibit "P"

Daily Progress Report

[illegible]

Contractor Signature & Title

EXHIBIT “Q”

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS SUBJECT TO EXECUTIVE ORDER 11246

In carrying out this Agreement, ANVIL and its contractors and subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. ANVIL shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such employment practices shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. ANVIL shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. ANVIL shall state in all job postings, solicitations, or advertisements for employees that it is an Equal Opportunity Employer. ANVIL shall also post that it is an Equal Opportunity Employer in a visible place in the office.

EXHIBIT “R”

SECTION 3 CLAUSE

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development (“HUD”) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and contracts for work in connection with the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the Project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this Agreement certify and agree that they are under no contractual agreement or other disability which would prevent them from complying with these requirements.
- C. ANVIL will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers’ representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship, and training positions, the qualifications for each, the name and location of the persons taking applications for each of the positions, and the anticipated date the work shall begin.
- D. ANVIL will include this Section 3 Clause in every subcontract for work in connection with the Project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that ANVIL is in violation of the regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. ANVIL will not subcontract with any agency where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the agency has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its subrecipients, and its successors, and assigns to those sanctions specified by the HOME Program Agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135, which include termination of this Agreement for default and debarment and suspension from future HUD-assisted contracts.

EXHIBIT "S"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant and contracts under grants, and cooperative agreements) and that ANVIL shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Anvil-Richard Allen Gardens, Inc., a
Florida Non-Profit Corporation

Signature & Title

Date: _____

EXHIBIT “T”

AFFIDAVIT

Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act’s section 2(b)(1) requires the City to provide the following information about each Federal award:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type,
- Location of the entity receiving the award and primary location of performance under the award;
- Unique identifier of the entity receiving the award and the parent entity of the recipient;
- Names and total compensation of the five most highly compensated officers of the entity if the entity

In the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

I, _____ (print name), hereby swear or affirm that:

I read and understand the information provided above.

I have personal knowledge of the facts I am attesting to in this affidavit.

(please check one of the following)

_____ I attest that _____(agency name) **does not** meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

_____ I attest that _____(agency name) **does** meet the above threshold* requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

*If agency meets the above threshold, the agency MUST attach a spreadsheet with the names and total compensation of the five most highly compensated officers of the entity, signed and dated by the one of the following: President; Executive Director; CEO; Board Chairperson; Finance Director; CFO; or Treasurer.

I understand that the submission of a false affidavit is punishable as a second-degree misdemeanor under Florida law.

Signature of President/Executive Director/Board Chair

Printed Name of President/Executive Director/Board Chair

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Affidavit was acknowledged before me this ___ day of _____, 20___, by _____ on behalf of ANVIL-RICHARD ALLEN GARDENS, INC. and is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires:

EXHIBIT “U”

Contract Work Hours and Safety Standards Act

The provisions of this paragraph are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (b)(1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under such contract of any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (b)(1) through (4) of this paragraph.

Health and Safety:

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as

determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

- (2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29, Part 1926 (formerly Part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act. **40 USC 3701 et seq.**
- (3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT "V"

Federal Labor Standards Provisions U.S. Department of Housing and Urban Development

Office of Labor Relations Previous editions are obsolete

Page 1 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the

work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics

includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part [Previous editions are obsolete [Page 2 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1] of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid

(including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its

designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete; [Previous editions are obsolete Page 3 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1]

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be

necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be

paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by Previous editions are obsolete [Page 4 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1] the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the

purpose of influencing in any way the action of such Administration makes, utters or publishes any statement knowing the same to be false. shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages

required by the clause set forth in sub paragraph (1) of this paragraph. Previous editions are obsolete [Page 5 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1] **(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

ATTACHEMENT #1

General Decision Number: FL150120 03/20/2015 FL120

Superseded General Decision Number: FL20140120

State: Florida

Construction Type: Residential

County: Orange County in Florida.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	03/20/2015

ENGI0673-009 05/01/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Crawler Crane, Hydro		
Crane, Locomotive Crane,		
Tower Crane, Truck Crane....	\$ 23.50	9.05
Gantry Crane, Bridge Crane..	\$ 22.70	9.05
Oiler.....	\$ 19.52	9.05

* IRON0808-003 02/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 23.50	11.95

SUFL2009-116 06/08/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Excludes Form Work....	\$ 11.85	3.29
CEMENT MASON/CONCRETE FINISHER...	\$ 12.19	0.00

ELECTRICIAN.....	\$ 11.98	0.00
FENCE ERECTOR.....	\$ 13.50	1.06
FORM WORKER.....	\$ 14.00	0.54
INSULATOR: Batt and Blown.....	\$ 12.01	0.00
IRONWORKER, ORNAMENTAL.....	\$ 12.60	0.00
IRONWORKER, REINFORCING.....	\$ 16.88	0.00
LABORER: Common or General.....	\$ 9.50	0.00
LABORER: Mason Tender - Brick...	\$ 11.51	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.46	0.00
LABORER: Pipelayer.....	\$ 11.79	0.00
LABORER: Roof Tearoff.....	\$ 9.00	0.00
LABORER: Landscape and Irrigation.....	\$ 9.15	0.00
OPERATOR: Asphalt Paver.....	\$ 12.07	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 17.04	0.00
OPERATOR: Backhoe/Excavator.....	\$ 12.56	0.00
OPERATOR: Bulldozer.....	\$ 12.14	0.00
OPERATOR: Distributor.....	\$ 11.57	0.00
OPERATOR: Forklift.....	\$ 17.38	0.00
OPERATOR: Grader/Blade.....	\$ 15.50	0.00
OPERATOR: Loader.....	\$ 11.10	0.00
OPERATOR: Roller.....	\$ 11.02	0.00
OPERATOR: Screed.....	\$ 11.08	0.00
OPERATOR: Trackhoe.....	\$ 15.68	0.00
OPERATOR: Tractor.....	\$ 10.20	0.00
PAINTER: Brush, Roller and Spray.....	\$ 13.61	0.00
PLASTERER.....	\$ 13.59	0.00
PLUMBER.....	\$ 15.04	0.00

ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs).....	\$ 13.33	0.00
ROOFER: Metal Roof.....	\$ 16.99	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation (Excludes Metal Roof Installation).....	\$ 9.95	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 10.22	0.00
TRUCK DRIVER: 4 Axle Truck.....	\$ 11.78	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.10	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is a union rate (current union negotiated rate for local),
a survey rate (weighted average rate) or a union average rate
(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed
in dotted lines beginning with characters other than "SU" or
"UAVG" denotes that the union classification and rate were
prevailing for that classification in the survey. Example:
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of
the union which prevailed in the survey for this
classification, which in this example would be Plumbers. 0198
indicates the local union number or district council number
where applicable, i.e., Plumbers Local 0198. The next number,
005 in the example, is an internal number used in processing
the wage determination. 07/01/2014 is the effective date of the
most current negotiated rate, which in this example is July 1,
2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

Exhibit “W”

**CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS**

The certification set out below is a material representation upon which reliance is placed by the City of Orlando and the U.S. Department of Housing and Urban Development (“HUD”) in awarding the Loan. If it is later determined that ANVIL knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the Housing Department and/or the HUD, in addition to any other remedies available to the federal government, may take action authorized under the Drug-Free Workplace Act. ANVIL will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

1. ANVIL certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in ANVILS’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. ANVILS’s policy of maintaining a drug-free workplace;
 3. any available drug counseling, rehabilitation and employee assistance programs; and
 4. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - C. Making it a requirement that each employee be engaged in the performance of the grant be given a copy of the statement required by paragraph (A).
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the Loan, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction
 - E. Notify the City’s Housing and Community Development Department and/or the HUD in writing within ten (10) calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has

designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

- F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.
 - G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F).
2. ANVIL shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the Loan funds (including street address, city, county, state, zip code and total estimated number of employees). ANVIL further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the Loan, it shall notify the City's Housing and Community Development Department and/or HUD immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

