

DOCUMENT PREPARED BY/RETURN TO:
City of Ocala, Florida
Community Services Department
201 S.E. 3rd Street
Ocala, Florida 34478

CITY OF OCALA, FLORIDA

AFFORDABLE HOUSING INCENTIVE FUND
AGREEMENT FOR LIEN

THIS AGREEMENT is made and entered into this _____ day of _____ 2025 by and between the CITY OF OCALA, FLORIDA, a Florida municipal corporation, whose address is 110 SE Watula Avenue, Ocala, Florida 34471(hereinafter referred to as “CITY”) and HABITAT FOR HUMANITY OF MARION COUNTY INC., a Florida Not-for-Profit Corporation, whose address is 1321 SE 25TH LOOP., SUITE 103 OCALA, FL 34471, the owner of the subject property further identified below and herein (hereinafter referred to as “PROPERTY OWNER”).

WITNESSETH:

WHEREAS, the City of Ocala, Florida is a Florida municipal corporation which, through its Affordable Housing Incentive Fund provides certain financial benefits to individuals or entities who assist the City through the development of affordable housing projects; and

WHEREAS, Habitat For Humanity of Marion County, Inc. is a Florida corporation which develops affordable housing projects within the City of Ocala, Florida and which desires to work with the City to utilize the financial benefits made available for the development of affordable housing projects; and

WHEREAS, on or about _____, the City of Ocala, Florida and Habitat For Humanity of Marion County, Inc. entered into that certain *Affordable Housing Agreement* which outlined the terms and conditions of their relationship as it pertained to the development of such an affordable housing project; and

WHEREAS, the City of Ocala, Florida and Habitat For Humanity of Marion County, Inc. now desire to alter the terms and conditions of said agreement for the purpose of specifically providing for the right of the City to place a lien upon the real property which is the subject of said agreement and upon which Habitat For Humanity of Marion County, Inc. intends to develop an affordable housing project; and

WHEREAS, this agreement and the lien upon said real property which is the subject of this agreement is designed to ensure that Habitat For Humanity of Marion County, Inc. fulfils its obligations to

the City of Ocala, Florida with respect to the use of the aforementioned real property as a location for affordable housing; and

WHEREAS, the City of Ocala, Florida finds and determines that assistance with the development of affordable housing, and entry into this agreement for that purpose supports and protects the health, safety, and welfare of the citizens of the City of Ocala, Florida; and

WHEREAS, the City of Ocala, Florida further finds and determines that the development of affordable housing, and entry into this agreement for that purpose is in the best interest of the City of Ocala, Florida, and its citizens.

NOW THEREFORE, for and in consideration of the mutual promises contained herein and in exchange for the good and valuable consideration provided for herein, the receipt and sufficiency of which are hereby specifically acknowledged, the CITY OF OCALA, FLORIDA and HABITAT FOR HUMANITY OF MARION COUNTY, INC. hereby agree as follows:

Section 1. Adoption and Incorporation of Recitals.

The recitals outlined above and herein are hereby adopted by CITY and PROPERTY OWNER and are specifically incorporated herein as part of this *Agreement for Lien* (hereinafter referred to as “AGREEMENT”).

Section 2. Purpose and Authority for Agreement.

- A. This agreement is entered into for the purpose of outlining the terms and conditions of the relationship between CITY and PROPERTY OWNER with respect to the development of the real property more particularly described below and herein as an affordable housing project within the City of Ocala, Florida and, more specifically, the rights of CITY with respect to the placement of and forgiveness of a lien to be placed upon said real property.
- B. This agreement is entered into pursuant to the authority provided by Chapter 166, *Florida Statutes*, as well as other relevant provisions of Florida law.

Section 3.

The real property which is the subject matter of this agreement is that certain parcel of real property located at or about 1715 NW 18th St, Ocala, FL 34475– including all units located thereupon - and further identified by Marion County Property Appraiser Parcel Identification Number 21939-000-02 in the City of Ocala, Marion County, Florida and more particularly described as follows:

SEC 12 TWP 15 RGE 21
PLAT BOOK 011 PAGE 183
PHOENIX PLACE
LOT 13

Section 4. Terms and Conditions of Lien Placement, Operation and Forgiveness.

- A. On or about _____, PROPERTY OWNER received from CITY, through its Affordable Housing Incentive Fund (hereinafter referred to as "PROGRAM"), the sum of _____ (\$_____) for fees and charges based on representations from PROPERTY OWNER which evidenced eligibility under the PROGRAM guidelines.
- B. PROPERTY OWNER acknowledges that this AGREEMENT constitutes a lien on the subject property for the total amount of assistance (hereinafter referred to as "LIEN AMOUNT") as set forth herein.
- C. Said lien may totally and/or partially forgiven pursuant to the terms and conditions as set forth below and herein.
- D. PROPERTY OWNER acknowledges that receipt and retention of the aforementioned funds was and is now conditioned upon the following:
 - i. An eligible low-income household will retain occupancy of the housing unit assisted with the Housing Incentive Funds for not less than ten (10) years from the issuance of a certificate of occupancy; and
 - ii. PROPERTY OWNER shall be liable to CITY for the full amount of such funds if said housing units is not occupied an eligible household within two (2) years of the date of this AGREEMENT.
- E. PROPERTY OWNER acknowledges that PROPERTY OWNER shall be deemed in default under this AGREEMENT, in the event that CITY determines that the conditions, as set forth in Section D above and herein have not occurred.
- F. In the case of default by PROPERTY OWNER, the then-outstanding balance under this AGREEMENT shall become immediately due and owing upon a default under this AGREEMENT or that certain *Affordable Housing Agreement*. Between PROPERTY OWNER and CITY and dated _____ (hereinafter referred to as "INITIAL AGREEMENT").
- G. Notwithstanding the foregoing, CITY specifically acknowledges that failure to meet the conditions as set forth in Section D(i) above which is the result of tenant vacancies, shall not constitute a default under Section E of this agreement.
- H. The PROPERTY OWNER hereby acknowledges and agrees that if CITY determines that PROPERTY OWNER received funds based on fraudulent or false information as to PROGRAM eligibility requirements, then PROPERTY OWNER shall also be in default under this AGREEMENT and payment in full for total funds received shall become due and payable immediately upon written notice by CITY and CITY shall have the right to enforce said debt through all available means.

- I. From the date of completion of the project as evidenced by the PROPERTY OWNER obtaining a Certificate of Occupancy dated _____, the balance due under this AGREEMENT, shall, unless there has been a default under this Agreement be reduced by ten percent (10%) until the balance is reduced by 100 percent (100%) on the last month of the 10th year in accordance with the schedule outlined as follows:

Year 1: Reduction by 10% of Lien Amount	Year 6: Reduction by 60% of Lien Amount
Year 2: Reduction by 20% of Lien Amount	Year 7: Reduction by 70% of Lien Amount
Year 3: Reduction by 30% of Lien Amount	Year 8: Reduction by 80% of Lien Amount
Year 4: Reduction by 40% of Lien Amount	Year 9: Reduction by 90% of Lien Amount
Year 5: Reduction by 50% of Lien Amount	Year 10: Reduction by 100% of Lien Amount

The PROPERTY OWNER and CITY agree that this AGREEMENT shall automatically terminate on the date that is ten (10) years from the date of the Certificate of Occupancy.

- J. The PROPERTY OWNER and CITY agree that the lien placed upon a housing unit hereunder is automatically and without further action or documentation and regardless of the order of recording of liens subject, subordinate and inferior to any first mortgage on the housing unit, and any mortgagee holding a such first mortgage is and shall be a third-party beneficiary of this paragraph.
- i. Upon the request by any first mortgagee, CITY shall execute and deliver a subordination agreement reasonably requested by such first mortgagee in order to confirm the subordination of such lien or any subsequent lien provided for under this AGREEMENT to such first mortgage.
- K. City and PROPERTY OWNER specifically agree that the INITIAL AGREEMENT, together with any subsequent amendments thereto entered into between CITY and PROPERTY OWNER, are incorporated herein by reference as set forth herein in their entirety and shall remain in full force and effect, except for those terms and conditions which are expressly altered by this agreement.
- L. CITY and PROPERTY OWNER specifically acknowledge and agree that, in the event of any conflict between this AGREEMENT and the INITIAL AGREEMENT, the terms of INITIAL AGREEMENT shall govern, control and supersede over the provisions of this AGREEMENT.
- M. City and PROPERTY OWNER agree that this AGREEMENT may be recorded.

Section 5. Entirety of Agreement.

This AGREEMENT, together with any and all exhibits and other attachments hereto, constitutes the entire agreement between CITY and PROPERTY OWNER and there are no other covenants,

agreements, promises terms, provisions, conditions, undertakings or understandings, either oral or written, between them concerning this matter other than those set forth herein.

Section 6. Amendments to Agreement.

This AGREEMENT may not be amended, changed or otherwise modified unless such change(s), amendment(s) or modification(s) are in the form of a written amendment executed by both CITY and PROPERTY OWNER

Section 7. Effective Date of Agreement.

This agreement shall be effective on the date executed by both CITY and PROPERTY OWNER.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have signed and set their seals and executed this Agreement for Lien this _____ day of _____ 2025.

CITY

CITY OF OCALA, FLORIDA, a Florida municipal corporation,

By: Peter Lee, as City Manager

ATTEST:

By: ANGEL JACOBS, as
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: WILLIAM E. SEXTON, as
City Attorney

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have further signed and set their seals and executed this Agreement for Lien this _____ day of _____ 2025.

PROPERTY OWNER

HABITAT FOR HUMANITY OF MARION COUNTY,
INC, a Florida Not-For-Profit Corporation

By: ROB PETERS, as CEO of
HABITAT FOR HUMANITY OF MARION COUNTY,
INC, a Florida Not-For-Profit Corporation

WITNESS 1 (signature)

WITNESS 2 (signature)

WITNESS 1 (printed name and address)

WITNESS 2 (printed name and address)

STATE OF FLORIDA
COUNTY OF _____

The forgoing instrument was acknowledged before me this _____ day of _____ 2025 by
BRIDGETTE DELVA, as Manager of TEAM DELVA PROPERTIES, INC a Florida Profit Corporation,
who is [] personally known to me or who has [] produced
_____ as identification.

By: _____
NOTARY PUBLIC