
FIRST AMENDMENT
to
PROJECT ADMINISTRATION AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
HABITAT FOR HUMANITY GREATER ORLANDO AND OSCEOLA COUNTY, INC.
regarding
**THE DONATION OF COUNTY-OWNED PROPERTIES FOR THE CONSTRUCTION OF
PERMANENT AFFORDABLE HOUSING**

THIS FIRST AMENDMENT to PROJECT ADMINISTRATION AGREEMENT (“**Agreement**”) is made and entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801 (hereinafter “**County**”), and **HABITAT FOR HUMANITY GREATER ORLANDO AND OSCEOLA COUNTY, INC.**, a qualified not-for-profit corporation registered under the laws of the State of Florida at 4116 Silver Star Road, Orlando, Florida 32808 (hereinafter “**Agency**”). The County and Agency may be referred to in this Amendment individually as “party” or collectively as “parties.”

RECITALS

WHEREAS, the County and the Agency entered into that certain Project Administration Agreement between Orange County, Florida, and Habitat for Humanity Greater Orlando and Osceola County, Inc., regarding the Donation of County-Owned Properties for Construction of Permanent Affordable Housing, dated May 6, 2025 (the “**Agreement**”), for the specific purpose of providing County-owned surplus lots and financial resources from the Affordable Housing Trust Fund Program (the “**ATHF**”) to cover soft and hard costs necessary to construct owner-occupied, permanent affordable housing; and

WHEREAS, the County provided the deeds to the Agency transferring the identified six (6) surplus lots on July 22, 2025; and

WHEREAS, the Housing and Community Development Division became aware that four (4) of the transferred lots had complaints for rubbish, debris, and overgrowth prior to the Housing and Community Development Division providing the deeds to the Agency; and

WHEREAS, the County desires to amend the agreement to provide the needed funds to the Agency for lot restoration to address the debris removal and complaints in the amount of \$5,000 per lot for, for a total of \$20,000 in additional funding from the AHTF Program; and

WHEREAS, pursuant to Subsection 26 of the Agreement, no modification to the Agreement shall be binding upon any party unless reduced to writing and signed by a duly authorized representative of each party; and

WHEREAS, each of the parties hereby agree to modify the terms of the Agreement as set forth in this Amendment; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Amendment, and for the good and valuable consideration, the sufficiency and receipt of which the parties hereby acknowledge, the Parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein as a material part of this Amendment.

Section 2. Definitions. Any capitalized terms not otherwise defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Section 3. Purpose. The purpose of this Amendment is to amend and modify the terms of the Agreement.

Section 4. Form of Modifications. Throughout this Amendment, additions to the original language of the Agreement are shown with underline and deletions are shown with ~~strike through~~. Sections of the Agreement not modified in this Amendment shall remain unchanged.

A. **Section 8.A** is hereby amended as follows:

Section 8. Project Funding.

A. The County has reserved funds in an amount not to exceed thirty thousand dollars (\$30,000) per Housing Unit to be used to reimburse costs associated with the soft and hard construction costs of Housing Units on the Property in accordance with the *Project Budget* attached to this Agreement as “**Exhibit C**”; and an additional \$5,000 per lot for the four (4) lots with complaints and in need of restoration; the Agency understands that one-hundred percent (100%) of the funding received pursuant to this Agreement comes from the Orange County Affordable Housing Trust Fund (“**Project Funds**”).

B. **Section 9.A** is hereby amended as follows:

A. The Agency may submit requests for reimbursement to the County throughout the duration of this Agreement, and up to thirty (30) days after this Agreement’s expiration, as the Agency incurs expenses for soft and hard costs associated with the construction of the Housing Units for an amount not to exceed thirty thousand dollars (\$30,000) per

Housing Unit, with additional funds in the amount of \$5,000 identified for four (4) lots in need of restoration, as specified in Exhibit "C" ("Project Budget"). The County's payment of the *Project Budget* shall be subject to the terms and conditions set forth in this Agreement and pursuant to the *Project Budget* attached to this Agreement as "**Exhibit C.**" The parties agree that the County shall have the sole authority and discretion in determining the final amount to be expended by the County for the Project.

C. **Section 10.A** is hereby amended as follows:

A. The Agency may submit requests for reimbursement to the County throughout the duration of this Agreement, and up to thirty (30) days after this Agreement's expiration, as the Agency incurs expenses for soft and hard costs associated with the construction of the Housing Units for an amount not to exceed thirty thousand dollars (\$30,000) per Housing Unit, with additional funds in the amount of \$5,000 identified for four (4) lots in need of restoration, as further specified in Exhibit "C" ("Project Budget").

D. **Section 10.C** is hereby amended as follows:

B. Upon receipt of a timely, complete, and accurate request for reimbursement from the Agency, the County will review the request and, if approved, will reimburse the Agency for an amount not to exceed thirty thousand dollars (\$30,000) per **completed** Housing Unit, with additional funds in the amount of \$5,000 identified for four (4) lots in need of restoration, as further specified in Exhibit "C" ("Project Budget"). The Housing Division Manager shall reimburse the Agency with Project Funds in accordance with the terms of this Agreement.

E. **Exhibit "C" ("Project Budget")** is replaced in its entirety by **Exhibit "C"** attached to this Amendment.

Section 5. General Terms.

- A. Representations and Warranties.** The parties hereby affirm and declare that all representations and warranties contained in the Agreement, as modified in this Amendment, remain true and correct as of this Amendment's execution date.
- B. No Waiver.** Nothing contained in this Amendment waives any covenant or other default or any event that would become a default with the passage of time or the giving of notice under the Agreement.
- C. Severability.** The provisions of this Amendment are declared by the parties to be severable. However, the material provisions of this Amendment are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Amendment. Therefore, should any material term, provision, covenant or condition of this Amendment be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary

either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding.

- D. Counterparts.** This Amendment may be executed in separate counterparts, all of which taken together shall be deemed to constitute one and the same instrument.
- E. Effective Date, Conflicts, and Full Force.** This Amendment is hereby made a part of the Agreement and shall take effect upon execution by the last of the parties (the “Effective Date”). All provisions in this Amendment, any attachments to Agreement, or any previous amendments that are in conflict with this Amendment are hereby deemed to be changed to conform to this Amendment. Except as expressly modified in this Amendment, the Agreement remains intact, unchanged, and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

Date: _____

[REMAINING SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

HABITAT FOR HUMANITY GREATER ORLANDO
AND OSCEOLA COUNTY, INC.

BY: C. McManus
PRINT: Catherine Steck McManus
TITLE: President & CEO
Date: November 3, 2025

NOTARY:

STATE OF: Florida
COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 3rd day of November 2025 by Catherine Steck McManus, President and CEO of Habitat for Humanity Greater Orlando and Osceola County, Inc., a Florida not-for-profit corporation, on behalf of the company who is:

☒ Personally Known
☐ Produced Identification. ID Type: _____

Donna Kay Wittmann
Signature Notary Public
Print, Type/Stamp Name of Notary
Donna Kay Wittmann

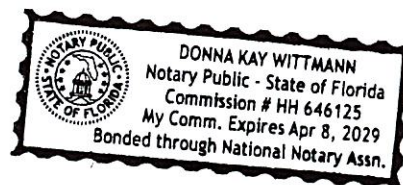


EXHIBIT "C" PROJECT BUDGET

Funding Uses. It is the parties' intent that the Project Funds be used to reimburse the Agency for the following allowable construction hard and soft costs in accordance with the terms of this Agreement. The Housing Division Manager may approve additional eligible funding uses that are not explicitly included below pursuant to Section 9 ("*Project Budget*") of this Agreement.

Allowable Construction Hard Costs:

To include labor and material for site preparation, concrete, framing, roofing, flooring, plumbing, electrical, mechanical, fixtures, windows, doors, painting, interior, exterior work, and landscaping. Additionally, allowable hard costs can include lot restoration for the four (4) lots in need of restoration with complaints which may include activities necessary to prepare the land for vertical construction activities, such as:

- removal of junk, trash, excess fill, and debris existing at the time of property transfer;
- removal of trees inside the area of work;
- abandonment of obsolete septic systems; and
- demolition of existing structures, including concrete slabs

Allowable Construction Soft Costs:

To include survey, engineering, architectural, impact fees, permitting, legal, quiet title, and recording costs.

Payments will not exceed \$30,000 per Housing Unit constructed, and an additional \$5,000 per lot in need or restoration as noted below in the Total Project Budget.

TOTAL PROJECT BUDGET

\$30,000/Housing Unit, with an additional \$5,000 per lot for the four (4) lots in need of restoration/debris removal, for a total amount not to exceed ~~\$240,000~~ \$230,000.

Address	Parcel ID	Housing Units	Budget
937 18th Street	03-23-29-0180-04-140	1 Housing Unit	\$30,000
1909 S Westmoreland Drive	03-23-29-0180-14-130	1 Housing Unit	\$30,000 <u>\$35,000</u>
830 23rd Street	03-23-29-0180-31-090	1 Housing Unit	\$30,000 <u>\$35,000</u>
1006 26th Street	03-23-29-0180-52-010	2 Housing Units	\$60,000 <u>\$65,000</u>
125 S John Street	25-22-28-6424-03-080	1 Housing Unit	\$30,000
1408 S Westmoreland Drive	34-22-29-6316-00-136	1 Housing Unit	\$30,000 <u>\$35,000</u>