

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
AFFORDABLE HOUSING FUND
GRANT AGREEMENT**

THIS GRANT AGREEMENT ("Agreement") is made and entered into this 23 day of June, 2016 by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government created pursuant to KRS Chapter 67A, whose principal address is 200 East Main Street, Lexington, Kentucky 40507 ("LFUCG") through its **OFFICE OF AFFORDABLE HOUSING**, and **COMMUNITY INITIATIVES, LLC**, a Kentucky limited liability company, whose principal address is 2121 Hart Court, Lexington, Kentucky 40502 ("Recipient").

RECITALS

WHEREAS, pursuant to Chapter 2, Article XXXXV, Section 2-482 of the Lexington-Fayette County Code of Ordinances (the "Code"), the Affordable Housing Fund ("Fund") was created to preserve, produce and provide safe, quality and affordable housing; and

WHEREAS, pursuant to Chapter 2, Article XXXXV, Section 2-479 of the Code, the Affordable Housing Governing Board oversees and manages the administration of the Fund; and

WHEREAS, Recipient by application dated May 9, 2016 (the "Application"), attached hereto as Exhibit A and incorporated herein, has applied for and has received approval for funds in the form of a grant for a specific housing related project described below (the "Eligible Activity"); and

WHEREAS, in order to assist Recipient in the funding of the Eligible Activity, LFUCG is willing to make funds available to Recipient from the Fund under the terms and conditions of this Agreement; and

WHEREAS, the project for which Recipient has been approved includes renovation and rehabilitation activities.

NOW, THEREFORE, in consideration of the covenants set out herein, the parties agree as follows:

ARTICLE 1 – COMMITMENT OF FUNDS

1.1 LFUCG'S COMMITMENT. Pursuant to the Application and this Agreement, LFUCG will make available an amount not to exceed **TEN THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$10,600.00)** to Recipient from the Affordable Housing Fund. Funds will be disbursed by LFUCG to Recipient in accordance with the requirements set forth in this Agreement and conditioned upon Recipient's continued satisfactory performance under the terms of this Agreement. The Funds will be in the form of a grant. The funds will be expended only for the purpose of acquisition and renovation of the Property (defined below) described in the Eligible Activity pursuant to Section 1.2 below and in conformity with the other provisions of this Agreement. Further, LFUCG will not be required to advance any amount under this Agreement if an Event of Default (as hereinafter defined) has occurred and is continuing.

1.2 ELIGIBLE ACTIVITY. The Funds have been made available based upon the information provided by Recipient in the Application. The sole purpose of this allocation of funds is and will be the acquisition and renovation of three (3) single-family residences located at 1156 Anderson Street, 357 Corral Street, and 466 Greenwood Avenue, as outlined in the

attached application ("Project") (more particularly described in Exhibit B attached hereto and incorporated herein by reference) (the "Property").

1.3 SITES. In the event the Project includes new construction activities and/or rehabilitation construction activities, Recipient must identify specific units (the "Units") to be assisted. Once identified, Units may not be changed, removed or substituted without prior written approval of LFUCG's Office of Affordable Housing.

ARTICLE 2 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

2.1 Recipient represents and warrants that:

(a) All funds disbursed hereunder will be used only for the eligible activity and Project as described above for, the Property, as approved by LFUCG, and said funds will not be used in any other manner or for any other purpose; and

(b) Where applicable, the rehabilitation work has been approved by the appropriate local, regional and state agencies, including those concerned with planning and zoning, public works and health.

2.2 Recipient understands and acknowledges that projects assisted with LFUCG Affordable Housing Funds must, at a minimum, meet the requirements set out in this Agreement. Recipient will supply, at LFUCG's request, all necessary documentation to substantiate compliance with this paragraph.

2.3 Recipient represents and warrants that, at the time any advances are made by LFUCG as provided herein, the Property will contain no substance known to be hazardous such as hazardous waste, lead-based paint (in violation of Federal or State law), asbestos, methane gas, urea formaldehyde, insulation, oil, toxic substances, polychlorinated biphenyls (PCBs) or radon, and Recipient shall take all action necessary to insure that the Property contains no such substances. Further, the Property will not be affected by the presence of oil, toxic substances or other pollutants that could be a detriment to the Property, nor is Recipient or the Property in violation of any local, state or federal environmental law or regulation and no violation of the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Toxic Substance Control Act, Safe Drinking Water Control Act, Comprehensive Environmental Resource Compensation and Liability Act or Occupational Safety and Health Act has occurred or is continuing. Recipient will take all actions within its control necessary to insure that no such violation occurs. Recipient will immediately deliver to LFUCG any notice it may receive about the existence of any of the foregoing hazardous conditions on the Property or about a violation of any such local, state or federal law or regulation with respect to the Property.

2.4 Recipient is duly organized and validly existing and in good standing under the laws of the Commonwealth of Kentucky; has the power and authority, corporate or otherwise, to own its properties and carry on its business as being conducted; and is duly qualified to do business wherever qualification is required. Recipient has been organized pursuant to state law for the primary purpose of providing housing to persons and families of lower and moderate income. Recipient is not presently under any cease or desist order or other orders of a similar nature, temporary or permanent, of any federal or state authority which would have the effect of preventing or hindering the performance of its duties under this Agreement, nor are there any proceedings presently in progress or to its knowledge contemplated which would, if successful, lead to the issuance of any cease or desist order.

2.5 Plans and specifications for the Project are satisfactory to Recipient and, to the extent required by applicable law, have been approved by all governmental agencies and authorities having jurisdiction thereof, and the use of the Project site(s) contemplated hereby will comply with all local zoning requirements.

2.6 There are no actions, suits or proceedings pending or, to the knowledge of the Recipient, threatened against or affecting it or the Project.

ARTICLE 3 – REQUIREMENTS FOR DISBURSEMENT

3.1 DISBURSEMENT OF FUNDS. Funds will be disbursed to Recipient upon receipt by LFUCG of the following:

- (a) an executed original of the Authorized Signature form; and
- (b) evidence that the Project will remain affordable as provided below;
- (c) proof of costs in adherence to LFUCG's requirements for draws and inspections for the Program activity under this Agreement (construction draws); and

LFUCG will not be required to advance any amount hereunder if an Event of Default (hereinafter defined) has occurred and is continuing.

3.2 DISBURSEMENT OF DEVELOPER FEE. If a Developer fee is paid with Funds, it will be disbursed on a pro-rata share equal to the percent of the Project completion, with the exception of the initial draw as follows:

- (a) up to 40% of the Project's developer fee may be disbursed at the initial draw; and
- (b) the remaining 60% may be drawn based upon the percentage of construction completion.

Developer fee shall be used to cover all funding shortfalls before additional funds can be requested. LFUCG will continue to hold the ten percent (10%) retainage until all project completion and closeout documents are received.

3.3 AFFORDABILITY PERIOD. Property assisted with Funds must be restricted to remain affordable to persons at or below eighty percent (80%) of the area median income pursuant to the guidelines of the United States Department of Housing and Urban Development (HUD) for a minimum of fifteen (15) years from date the Funds are first expended on each unit in the Project. Affordability must be ensured by recorded deed restrictions.

3.4 SECTION 8 RENTAL ASSISTANCE. If Affordable Housing Funds are used to construct or rehabilitate rental property, Recipient will not refuse to lease any Unit assisted with Affordable Housing Funds to a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937, as amended, solely because of the status of the prospective tenant as a holder of a certificate or voucher. Provided, however, if the rent required for the Unit is based upon a percentage of the prospective tenant's income through project design, or the assisted housing unit(s) utilize project-based rental housing assistance through another source, this section will not apply. This section does not apply to homeowner-occupied units of housing assisted with Affordable Housing Funds.

3.5 INSURANCE. For all properties assisted with Affordable Housing Funds, the Recipient or Property Owner must maintain all risk, fire and extended coverage, in form and

with companies acceptable to LFUCG, for each Unit of the Project and any improvements to be constructed thereon in an amount of not less than the Affordable Housing Funds made available to Recipient for each Unit of the Project. Each policy must include appropriate loss payable clauses in favor of LFUCG or Recipient, as applicable, as beneficiary and without right of cancellation or change except upon thirty (30) days' written notice to LFUCG. Recipient will deliver proof of all insurance to LFUCG upon request.

3.6 Legal Matters. All legal matters incident to the contemplated transaction will be concluded to the satisfaction of LFUCG's Department of Law.

3.7 PROOF OF CORPORATE ACTION. Prior to execution of this Agreement, LFUCG shall have received (i) copies of Recipient's organizational documents; (ii) confirmation from the Secretary of State of Recipient's organizational jurisdiction that Recipient is a validly existing entity in good standing, and (iii) a resolution from the Recipient's Board of Directors, member, manager or general partner, as appropriate, authorizing the execution of the legal documents evidencing the funding received under this Agreement. If Recipient is a foreign entity, it shall, in addition to jurisdictional organizational documents provide evidence of its authority to conduct business in the Commonwealth of Kentucky.

ARTICLE 4 – REHABILITATION TERMS

4.1 PLANS AND SPECIFICATIONS. If applicable, Recipient will develop the Property in accordance with plans and specifications which have been approved by the LFUCG's Office of Affordable Housing and all other necessary LFUCG divisions and/or departments. Said plans and specifications may be subject to minor changes as required to comply with state and local building codes and to conform to the Property, provided such changes are approved by LFUCG. In addition to said plans and specifications, Recipient will prepare or cause to be prepared from time to time such additional plans and drawings, including working drawings, shop drawings and supplemental specifications, as may be necessary or desirable to facilitate expeditious construction of the improvements in accordance with the approved plans and specifications and will cause copies of all such additional items to be delivered to LFUCG. All of said plans and specifications and any such additional items so approved are hereinafter collectively referred to as the "Plans and Specifications." Recipient will not deviate nor permit any such deviation from the Plans and Specifications without the prior written consent of LFUCG.

4.2 NO LIENS. Recipient will cause all work to be performed, including all labor, materials, supervision, supplies, equipment, architectural, and engineering services necessary to complete the improvements, in accordance with the Plans and Specifications. The Recipient will complete the improvements free from all materialmen's liens and all mechanic's liens and claims. All contracts with subcontractors and materialmen will contain, upon the request of LFUCG, a provision for not less than ten percent (10%) retainage to ensure adequate and complete performance in connection with interim or progress payments hereunder. Disbursement of the Affordable Housing Funds by LFUCG will not be made until a representative of LFUCG has inspected the improvements, certified their completion and received from the general contractor and all subcontractors affidavits, in form and substance satisfactory to LFUCG, stating that payment will constitute payment in full of all amounts due and owing to them and their suppliers.

4.3 DEADLINE ON PROPERTY DEVELOPMENT. Recipient can begin development of the Property upon approval of the Affordable Housing Fund Staff. Rehabilitation work is to be

pursued with diligence and without delay. Recipient will cause the improvements to be constructed in a good and workmanlike manner in substantial compliance with the Plans and Specifications and in all respects in full compliance with all laws, rules, permits, requirements and regulations of any governmental agency or authorities having jurisdiction over the Property.

4.4 USE OF FUNDS. Recipient will cause all Affordable Housing Funds dispersed pursuant hereto to be applied entirely and exclusively for the development, as applicable, of the Property and payment of labor and materials in the completion of development work in substantial compliance with the Plans and Specifications and for the payment of such other costs incidental thereto as may be specifically approved in writing by LFUCG.

4.5 RIGHT OF INSPECTION. Recipient will permit access by LFUCG to the books and records of Recipient and to the Property and all improvements at reasonable times. In the event LFUCG determines that any work or materials are not substantially in conformance with the Plans and Specifications, or are not in conformance with any applicable laws, regulations, permits, requirements or rules of any governmental authority having or exercising jurisdiction thereover or are not otherwise in conformity with sound building practices, LFUCG may stop the work and order replacement or correction of any such work or materials. Such inspection will not be construed as a representation or warranty by LFUCG to any third party that the improvements are, or will be, free of faulty materials or workmanship.

4.6 UNDERTAKING. If required by LFUCG prior to disbursement of Affordable Housing Funds hereunder and thereafter as LFUCG may require, Recipient will deliver to LFUCG (a) an agreement between Recipient and the architect who has prepared the Plans and Specifications whereby such architect agrees that the agreement is assignable to LFUCG upon the same terms and conditions as exist in said agreement; (b) an agreement between Recipient and Recipient's contractor whereby Recipient's contractor agrees that the agreement is assignable to LFUCG upon the same terms and conditions as exist in said agreement; (c) copies of all subcontracts and material purchase orders between Recipient's contractor and any persons, firms, or corporations with whom it has contracted to provide labor, materials or services with respect to the construction of the improvements, where any such contract exceeds a minimum price of Five Thousand Dollars (\$5,000.00); and (d) if requested in writing by LFUCG, a list of all persons, firms and corporations who have provided or proposed to provide labor, materials or services in connection with construction of the improvements.

4.7 NONLIABILITY OF LFUCG. This Agreement will not be construed to make LFUCG liable to materialmen, contractors, craftsmen, laborers or others for goods and services delivered by them to or upon the Property or for debts or claims accruing to said parties against the Recipient. There are no contractual relationships, either express or implied, between LFUCG and any materialman, contractors, craftsmen, laborers or any other persons supplying work, labor or materials on the job, nor will any third person or persons, individual or corporate, be deemed to be beneficiaries of this Agreement or any term, condition or provisions hereof or on account of any actions taken or omitted by LFUCG pursuant hereto.

Article 5 – Breach or Default

5.1 RECAPTURE OF FUNDS; BREACH OF AGREEMENT. In the event of a breach, LFUCG may suspend Recipient's authority to draw Affordable Housing Funds at any time by giving notice to Recipient. LFUCG has the right, in its sole discretion, to terminate disbursement of funds and/or recapture any remaining portion of Affordable Housing Funds and/or require

repayment of Affordable Housing Funds already disbursed upon the occurrence of one or more of the following events (“Breach”):

(a) Recipient does not diligently pursue the activity detailed in Recipient’s Application and for which Affordable Housing Funds have been awarded;

(b) Recipient violates any of the terms of this Agreement, the Affordable Housing Governing Board policies, the Note evidencing the Affordable Housing Funds under this Agreement or any other Security Document entered into pursuant to this Agreement;

(c) Recipient does not submit reports or submits inadequate reports pursuant to Article 6 below;

(d) Recipient defaults under any of the terms of this Agreement or any other document executed in conjunction with funding under this Agreement, and such default is not cured within any applicable cure period;

(e) Recipient is unable to draw all Affordable Housing Funds, as set forth in the closing documents, in no instance later than twenty-four (24) months from the date of this Agreement;

(f) Recipient is unable to document its participation in the project throughout the compliance period as required of nonprofit material participation per IRC Section 42;

(g) The information submitted to LFUCG by Recipient, upon which LFUCG relied in its decision to allocate funds to Recipient, proves to be untrue or incorrect in any material respect; or

(h) LFUCG determines in its sole discretion that it would be inadvisable to disburse Affordable Housing Funds to Recipient because of a material and adverse change in Recipient’s condition.

5.2 EVENTS OF DEFAULT. Occurrence of one or more of the following events will, in the sole discretion of LFUCG, constitute an event of default:

(a) Any representation or warranty made herein, or in any certificate, report or statement furnished to LFUCG in connection with the Affordable Housing Funds proves to have been untrue or misleading in any material respect when made;

(b) Failure of Recipient to perform any of the provisions of this Agreement or any other document executed in connection with this Agreement;

(c) Recipient’s violation of the affordability requirements, whether evidenced by recorded Deed Restriction or owner certification of continued compliance;

(d) The entry of any lien or encumbrance against the Project site(s), except for ad valorem taxes which are not yet due and payable and liens incurred in the ordinary course of business with respect to amounts which are not yet due and payable without penalty or interest;

(e) Recipient fails to prosecute Project site development work with diligence so that construction thereof will be completed in a timely manner;

(f) Any party obtains or seeks an order or decree in any court of competent jurisdiction seeking to enjoin the construction of the improvements or to delay construction of the same or to enjoin or prohibit Recipient or LFUCG from carrying out the terms and conditions

hereof, and such proceedings are not discontinued or such decree is not vacated within thirty (30) days after LFUCG has given Recipient notice under the provisions hereof;

(g) Recipient discontinues the rehabilitation work and abandonment continues for a period of ten (10) days;

(h) Recipient permits cancellation or termination of any insurance policy required under this Agreement or fails, if required, to obtain any renewal or replacement thereof satisfactory to LFUCG;

(i) Recipient (A) becomes bankrupt, or ceases, becomes unable, or admits in writing its inability to pay its debts as they mature, or makes a general assignment for the benefit of, or enters into any composition or arrangement with, creditors; (B) applies for, or consents (by admission of material allegations of a petition or otherwise) to the appointment of a trustee, receiver or liquidator of the Recipient or of a substantial portion of its assets, or authorizes such application or consent, or proceedings seeking such appointment are commenced without such authorization, consent or application against it and continue un-dismissed and unstayed for a period of fifteen (15) days; (C) authorizes or files a voluntary petition in bankruptcy, reorganization, readjustment of debt, insolvency, dissolution, liquidation or other similar law of any jurisdiction; or authorizes such application or consent; or proceedings to such end are instituted against the Recipient without such authorization, application or consent and are approved as properly instituted, remain undismissed for fifteen (15) days, or result in adjudication of bankruptcy or insolvency; or

(k) Recipient is found to have violated any law or regulation, whether federal or state.

5.3 CURE OF BREACH OR DEFAULT; PENALTIES. If any breach or default is not cured within thirty (30) days from the date LFUCG notifies Recipient of the breach or default, LFUCG may continue suspension of disbursements. Additionally, LFUCG may declare the grant immediately repayable and may institute proceedings for its collection. LFUCG may terminate this Agreement by giving written notice to Recipient. In the event of a termination, Recipient's authority to draw Affordable Housing Funds will terminate as of the date of the notice of termination and Recipient will have no right, title or interest in or to any remaining Affordable Housing Funds.

5.4 MISAPPROPRIATION OF FUNDS. Recipient will be liable for any and all misappropriation of Affordable Housing Funds, audit exceptions by state or federal agencies, and violations of the terms of this Agreement. LFUCG also has the right to require Recipient to repay to LFUCG a portion of or all Affordable Housing Funds drawn by Recipient in cases of breach involving misappropriation of funds or fraudulent uses of funds.

5.5 RIGHTS UPON DEFAULT. If one or more of the events of default described above occur, LFUCG may declare Recipient to be in default under this Agreement by giving not less than ten (10) days prior written notice to Recipient, except for a default in payment, in which case no notice is required, and thereafter, LFUCG may exercise any one or more of the following remedies:

(a) Exercise its rights under this Agreement;

(b) Enter upon the Project site(s), expel and eject Recipient and all persons claiming through or under Recipient and collect the rents and profits therefrom;

(d) Complete the Project site development work at the cost and expense of Recipient and add such cost to the debt evidenced by the grant and this Agreement;

(e) Have discharged of record any mechanic's and materialmen's lien or other lien against the Project site(s);

(f) Institute such legal proceedings or other proceedings in the name of Recipient or LFUCG as LFUCG may deem appropriate for the purpose of protecting the Project site(s) and LFUCG's interests therein; or

(g) Do and perform all acts and deeds in the name of Recipient or LFUCG as LFUCG deems necessary or desirable to protect the Project site(s) and LFUCG's interests therein.

(h) All of the rights and remedies of LFUCG under this Agreement shall be cumulative and to the fullest extent permitted by law and shall be in addition to all those rights and remedies afforded LFUCG at law or in equity or in bankruptcy.

5.6 PAYMENTS DUE TO DEFAULT. Recipient shall reimburse and fully compensate LFUCG upon demand for all loss, damage and expense, including without limitation reasonable attorney's fees and court costs, together with interest on the amount thereof from the date the same accrues at the rate of twelve percent (12%) per annum, incurred by LFUCG(a) by reason of any default or defaults hereunder or under this Agreement executed by Recipient, (b) by reason of the neglect by Recipient of any duty or undertaking hereunder and (c) in the exercise of any right or remedy hereunder.

ARTICLE 6 – RECORDS; REPORTING

6.1 RECORDS; ACCESS. Recipient agrees to keep adequate records pertaining to the Project and the uses of Affordable Housing Funds. Recipient agrees to provide LFUCG or its designee access to all of its books and records, including fiscal records, for the purpose of program assessment reviews, and to retain all books and records until the later of three (3) years from the termination of this Agreement, or until all audits of performance during the term of this Agreement have been completed, or until any pending litigation involving this grant or related books and records is settled. Recipient agrees to maintain its books and records in accordance with generally accepted accounting principles. Nothing in this Agreement will be construed to limit the ability of LFUCG to monitor implementation of the project funded by this Agreement.

6.2 REPORTING REQUIREMENTS. Recipient agrees that all program and financial reports must be submitted as requested by LFUCG, on the forms provided by LFUCG, on annual basis. Beginning the first calendar quarter after Recipient receives a disbursement of Affordable Housing Funds and every year thereafter.

6.3 ANNUAL FINANCIAL REPORTING. Recipient agrees to provide LFUCG or its designee audited financials and/or Financial Compilation Reports on an annual basis during the term of this Agreement.

6.4 WARRANTY AS TO INFORMATION. Recipient acknowledges that its award of Affordable Housing Funds has been based upon information received from Recipient. Recipient warrants that the financial and other information furnished by Recipient to LFUCG was, at the

time of application, and continues to be, true and accurate.

6.5 PROGRAM COMPLIANCE. Recipient agrees to comply with LFUCG program guidelines and criteria relating to the Affordable Housing Fund.

ARTICLE 7 - MISCELLANEOUS

7.1 NOTICES. Any notice required or permitted to be given pursuant to this Agreement will be deemed to have been duly given when properly addressed and hand-delivered, or mailed by registered or certified mail with postage prepaid, to Recipient or LFUCG, as the case may be, at the following addresses or to such other place as any of the parties may for themselves designate in writing from time to time for the purpose of receiving notices pursuant hereto:

Recipient: Community Initiatives, LLC
Attn: R. Doug Roederer
2121 Hart Court
Lexington, Kentucky 40502

LFUCG: Lexington-Fayette Urban County Government
Phoenix Building
101 East Vine Street, Suite 400
Lexington, Kentucky 40507
ATTN: Richard McQuady, Affordable Housing Manager

7.2 COSTS TO BE PAID BY RECIPIENT. All items which Recipient agrees to furnish under this Agreement will be furnished at Recipient's sole cost and expense.

7.3 NON-DISCRIMINATION AND FAIR HOUSING RULES. The Project and all contractors and major subcontractors engaged in connection therewith shall comply with all fair housing and non-discrimination statutes and regulations as they are amended from time to time, which include but are not limited to the following, each of which is hereby incorporated by reference into this Agreement:

Fair Housing Act (Title VIII of the Civil Rights Act of 1968);
24 CFR § 5.105, which prohibits discrimination on the basis of actual or perceived sexual orientation or gender identity, and marital status
Title VI of the Civil Rights Act of 1964;
Section 504 of the Rehabilitation Act of 1973;
Section 109 of Title I of the Housing and Community Development Act of 1974;
Title II of the Americans with Disabilities Act of 1990;
Architectural Barriers Act of 1968;
Age Discrimination Act of 1975;
Title IX of the Education Amendments Act of 1972; and
Presidential Executive Orders 11063, 11246, 12892, 12898, 13166, 13217.
Nondiscrimination and Equal Opportunity requirements [24 CFR §5.105(a)]

Chapter 2, Article 2, §§2-26 – 2-46 of the Lexington-Fayette County, Code of Ordinances

7.4 SUSPENSION AND DEBARMENT. Recipient certifies by submission of its application and execution of this Agreement that to the best of its knowledge and belief after reasonable investigation, that it and/or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction under this Agreement by any federal or state department or agency, or under LFUCG's Suspension and Debarment Policy. Recipient further agrees that any future principal will meet the requirements of this section.

7.5 INDEMNIFICATION. Recipient shall indemnify, defend and hold LFUCG harmless from and against any and all liabilities, claims, demands, losses, damages, costs and expenses (including without limitation, reasonable attorney's fees and litigation expenses), actions or causes of actions, arising out of or relating to any breach of any covenant or agreement or the incorrectness or inaccuracy of any representation and warranty of Recipient contained in this Agreement or in any document delivered to LFUCG or by Recipient, or any other person on behalf of Recipient pursuant to the terms of this Agreement, except for that which occurs as a result of LFUCG's gross negligence or willful misconduct.

7.6 GOVERNING LAW. This Agreement and the grant referred to herein will be governed by the laws of the Commonwealth of Kentucky.

7.7 ASSIGNABILITY. Recipient may not assign this Agreement or any part hereof without the prior written consent of LFUCG. Subject to the foregoing restriction, this Agreement will inure to the benefit of LFUCG, its successors and assigns and will bind Recipient, Recipient's successors, assigns and representatives.

7.8 MODIFICATION. No variance or modification of this Agreement will be valid and enforceable except by supplemental agreement in writing, executed and approved in the same manner as this Agreement.

7.9 EXHIBITS. Any exhibits attached to this Agreement and the matters contained therein are incorporated herein and deemed to be a part hereof as if fully recited in this Agreement prior to the date of execution hereof.

7.10 WAIVER. LFUCG may waive Recipient's performance of any of the terms of this Agreement or Recipient's default hereunder; provided, however, such waiver must be in writing, signed by LFUCG, and any such written waiver hereunder will not be construed as a waiver of any other term or condition of this Agreement or of any act of continuing default.

7.11 INVALID PROVISIONS. The invalidity or unenforceability of a particular provision of this Agreement will not affect the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

EXHIBIT A

(The LFUCG Affordable Housing Fund Application and Commitment Letter)



Affordable Housing Fund

Application Checklist

Please review the program guidelines and eligible uses prior to filling out this application. If you have any questions, please contact the Office of Affordable Housing at 859.258.3598 or by email at rmcquady@lexingtonky.gov.

A complete loan application package to the Affordable Housing Trust must include the following:

- 1) Completed Application for Funding (Pages 2-5 of this document).
- 2) Completed Capacity Review (Pages 6-8 of this document).
- 3) Project or Business plan, include the following:
 - a) Market analysis.
 - b) Project description with emphasis on the impact the project is expected to have on the neighborhood as well as the need for funds from the Affordable Housing Fund and how the development addresses affordable housing needs in Fayette County.
 - c) A Location Map identifying neighborhood amenities.
 - d) Site photos showing front and rear of building (if applicable). If vacant land, pictures from the north, south, east and west.
 - e) An affordability analysis indicating the income level household that can afford the units at the proposed rent level.
 - f) Physical Needs Assessment (if applicable).
 - g) Detailed description of rehabilitation plan (if applicable).
 - h) A projected 15 year pro-forma.
 - i) Detailed description of sources and uses of funds to acquire and complete development. Describe status of other proposed funds as to whether they are committed, applied for, or in initial discussions. Provide commitment letters for committed funds.
 - j) Post rehabilitation or new construction appraisal.
 - k) Provide verification of site control and proper zoning as well as utilities available to the site.
 - l) Detailed timeline for completion of development.



Affordable Housing Fund

Application for Funding

General Information

Applicant Name: Doug and Melanie Roederer

MWBE Status:

Tax Status:

Type of Entity: LLC partnership

Development Name: Community Initiatives LLC

Development Location: 357 Corral St.
1156 Anderson St
466 Greenwood Dr

Contact Person: Doug Roederer

Contact Title: Owner

Mailing Address: 2121 Hart Court

City: Lexington State: KY Zip: 40502

Phone: 859 333 5147

Fax:

Email Address: dougroederer@gmail.com

Funds Requested: \$72,000. Loan for purchase \$10,000 grant for 50% of renovation cost

Other Funding (Specify on Pro-Forma):

Lexington, KY Affordable Housing Fund - Application Packet

Total Development Cost: \$110,000.

Development Information

Development Type (Check all that apply):

- New Construction:
- Rehabilitation:
- Adaptive Re-Use:
- Rental (11 Units or Less): xxx
- Rental (12 Units or More):
- Single Site:
- Scattered Site: xxx
- Historic Property:

Total Number of Units: 3

Total Number of Buildings: 3

Square Feet of Units by Bedroom Size:

Corral St	918 sq ft	2 bedroom, 1 bath
Anderson	1152 sq ft	3 bedroom, 1 ½ bath
Greenwood	1200 sq ft	4 bedroom, 2 bath

- Unit Size: Square Footage:

Monthly Rents by Bedroom Size:

- Corral St \$650.
- Anderson \$750.
- Greenwood \$750

- Unit Size: Monthly Rent:

Target Area Median Income (AMI):

Amenities (Check all that apply):

- Stove: xxx
- Refrigerator: xxx
- Dishwasher:
- Garbage Disposal:
- Dishwasher:
- Wash/Dryer Hookup: xxx
- Help/Call System:
- Community Room:
- Playground:
- Other (Please specify):

Location Amenities (Check all that apply):

- | | | |
|---|---------------------------|--------------|
| Public Transportation: <input type="checkbox"/> | Proximity to Development: | Description: |
| Shopping: <input type="checkbox"/> | Proximity to Development: | Description: |
| Restaurants: <input type="checkbox"/> | Proximity to Development: | Description: |
| Medical Facilities: <input type="checkbox"/> | Proximity to Development: | Description: |
| Banks: <input type="checkbox"/> | Proximity to Development: | Description: |
| Other: <input type="checkbox"/> | Proximity to Development: | Description: |

Populations to be Served (Check all that apply):

- Elderly:
- Single Parent:
- Homeless: xxx
- Victims of Domestic Violence:
- Physically Disabled:
- Acquired Traumatic Brain Injury:
- Aging out of Foster Care:
- Veterans:
- Severe Mental Illness:
- Drug/Alcohol Addiction:

Description of services to be provided, service providers, and how services will be paid:

Application for Funding Agreement

The applicant certifies that the information submitted in this application is accurate and consistent with the applications submitted to other funding sources. The applicant commits to keeping the staff and board of the Affordable Housing Fund of Lexington, KY updated with changes in the project structure, funding, and development team. The applicant and any other borrower consents to a possible credit check as part of the underwriting process.

I have read the above agreement and consent to its terms:xxx

Name: Doug Roederer

Title: Owner

Date: May 3, 2016



Affordable Housing Fund

Capacity Review

Development Team Background

1. Provide the members of the development team below and for each attach a resume, a brief narrative describing their experience with affordable housing developments, and the name and location of past developments.

Title	Name	Organization
Developer	Doug Roederer	
Development Owner (legal entity that will own the property)	Community Initiatives LLC	
Consultant		
Application Preparer	Doug Roederer	
General Partner		
Architect		
Contractor		
Attorney	Ed Henry	
Management Company		
Service provider		
Guarantor		
Equity provider/syndicator		

Development Team Questions

Lexington, KY Affordable Housing Fund - Application Packet

2. Has any member of the development team ever been disbarred by the U.S. Department of Housing and Urban Development (HUD) or any state housing finance agency?

No xxx If yes, please provide details in a separate attachment.

3. Has any member of the development team ever had any violations that resulted in the issuance of an 8823 or other citations by a state housing finance agency?

No xxx If yes, please provide details in a separate attachment.

4. In the last 5 years has any member of the development team or any entity in which a member of the development team has an identity of interest (see instructions for definition) received an award of funds and/or housing credits which have been recaptured or in which the development was not completed?

No xxx If yes, please provide details in a separate attachment.

5. Have any members of the development team ever been charged with or convicted of any criminal offenses, other than a minor motor vehicle violation? If yes, furnish details in a separate attachment.

No xxx If yes, please provide details in a separate attachment.

6. Have any members of the development team been subject to any disciplinary action, past or pending, by any administrative, governmental or regulatory body? If yes, furnish details in a separate attachment.

No xxx If yes, please provide details in a separate attachment.

7. Has any member of the development team been informed of any current or ongoing investigation of the applicant with respect to possible violations of state or federal laws? If yes, furnish details in a separate attachment.

No xxx If yes, please provide details in a separate attachment.

8. Has any member of the development team been a party to a bankruptcy, been in receivership or adjudicated as bankrupt? If yes, furnish details in a separate attachment.

No xxx If yes, please provide details in a separate attachment.

9. Has any member of the development team been denied a business-related license or had it suspended or revoked by any administrative, governmental, or regulatory agency? If yes, furnish details in a separate attachment.

No xxx If yes, please provide details in a separate attachment.

10. Is any member of the development team currently debarred, suspended, or disqualified from contracting with any federal, state, or municipal agency? If yes, furnish details in a separate attachment.

No xxx If yes, please provide details in a separate attachment.

Capacity Review Agreement

The applicant certifies that the information submitted regarding the development team is accurate and consistent with the applications submitted to other funding sources. The applicant commits to keeping the staff and board of the Affordable Housing Fund of Lexington, KY updated with changes regarding the development team or their background.

I have read the above agreement and consent to its terms: xxx

Name: Doug Roederer
Melanie Roederer

Title: Owner

Date: May 3, 2016

3 **Project Plan**

a. Market analysis The continuing and expanding need for affordable housing in Lexington is well documented. Increased demand for housing has resulted in higher rents overall and a diminished supply of affordable living space. In a document created for the City of Lexington in February 2014 by urban planning firm czb entitled Lexington's Affordable Housing Challenge and Potential Strategy, planning consultants concluded that “roughly 15,000 low-income households need assistance in Lexington today. Of them, about 9,000 now receive assistance or are accommodated by the private market. This leaves about 6,000 households, most of who include at least one worker, that cannot find decent housing on the open market in Lexington at rates considered affordable (equal or less than 30% of their gross income). Consequently these 6,000 working households either overpay or live in substandard or overcrowded conditions. When households overpay, the Lexington economy is deprived spending, costing Lexington valuable revenue. When households—whether overpaying or not—have no choice but to live in substandard or overcrowded conditions, Lexington's tax base suffers, and neighborhoods become less stable.” The planners go on to say in the document that the affordability gap can be minimized by reducing housing costs.

b. Project Description This project is designed to maintain 3 existing single family low income housing units as low income properties. Further it is designed to use three formerly Habitat for Humanity houses to provide housing resources to Fayette County non profit agencies whose mission includes provision of affordable housing to clients. Specifically it is anticipated that the Community Action Council will use the Greenwood and Anderson properties to house families experiencing homelessness or families otherwise in emergency need of housing. The majority of families served by Community Action council have household incomes at or below 30 percent of Area median Income (AMI).

c. Location

1156 Anderson St 3 BR 1.5 BA (in the Speigle Heights neighborhood)
466 Greenwood Ave 4 BR 2 BA (near Price Road and Georgetown St.)
357 Corral St 2 BR 1 BA (Between Wilson Ave and E. 2nd St near Eastern Ave.)

d. Site Photos (attached)

e. Affordability analysis In the case of houses used by the Community Action Council for housing for families experiencing homelessness, affordability is a necessary and important factor of the terms offered by the Council for their participants. All properties will rent at or below the Fair market Rent (FMR) for Lexington. Rents are projected as follows

Corral St. \$650.
Greenwood Ave. \$750.
Anderson St. \$750.

This is consistent with grant or similar finding requirements under which the Council is operating. In addition, through the Council's grant funding, families will receive short term rental assistance and will pay no more than 30 % of their household income for housing.

f. Physical Needs Assessment not applicable

g Rehabilitation Plan The three properties are in dramatically different stages of readiness for occupation. As properties developed originally by Habitat for Humanity they meet building code requirements zoning, fire, and safety. But some mechanical systems need to be updated and some cosmetic upgrades need to occur.

A detailed plan and budget for each of the properties is included. These total estimates are

357 Corral	\$2810.
466 Greenwood	\$4255.
1156 Anderson	\$14135.
Total rehabilitation cost	\$21200.

h. Projected 15 pro-forma

l. Sources of funds A down payment of 20% (\$18,000) of the total purchase price (\$90,000.) would be paid in cash at the closing by the owner /developer. In addition \$10,600 or 50% of the rehabilitation expense would be available in cash from the owner/developer to be spent in the first 60 days after the transfer of ownership for immediate rehabilitation of the properties.

j. post rehabilitation appraisal

k. zoning and utilities available to the site. Electric and water are available to each of the properties as they have been operated and occupied in the recent past.

l. Time line for completion It is projected that the Corral St property would be ready for occupancy no later than July 1 and probably by June 1. The Greenwood property would have the same completion goal. Renovations at the Anderson property could require an additional 30 days or expected occupancy of August 1.

Richard McQuady

From: Doug Roederer <dougroederer@gmail.com>
Sent: Monday, April 25, 2016 8:42 AM
To: Richard McQuady
Subject: 3 habitat houses
Attachments: Anderson budget.ods; Corral Budget.ods; Greenwood Budget 1.ods; Afordable Housing Trust Fund application 15 yr.ods

I want to run these budgets by you in draft form. I now have a draft budget for initial renovations costs for each of the 3 houses to be purchased from Habitat. The Habitat estimates on the fix up costs were a little less as they were taking advantage of donated labor and bulk purchase of appliances. I am still working on the specific details of the renovations budgets for the 3 houses but I think the totals are a realistic estimate of total expected costs.

I will throw out a proposal that you do a grant for half of these cost and I would fund half though a line of credit at Central Bank.

Also attached is a first cut of a 15 yr estimate for income and expenses on the 3 houses as a group. Is this format acceptable? I have run the projections on the totals and not on each individual line item.

I am working on other parts of the application and hope to have a draft complete in a few days.

I am happy to have any suggestions you might offer

thank you

Doug

1156 Anderson

Renovations required

estimate
labor and materials

Whole House

	hdwe, knobs, stops, cabinet knobs	325
	new carpet and vinyl flooring	2500
	sub floor luan	500
	new mini blinds	300
	paint all interior	1000
	electrical repairs...all new light fixtures	200
	plumbing repairs	1500
		0
exterior		0
	side door casing	50
	downspouts and splash plates	100
	siding repair	100
	remove storm door	0
	landscape clean up	500
	install door on utility building	400
		0
		0
kitchen	appliances fridge, range microwave	1400
	cabinets	1500
	counter tops	400
	sink and faucet	250
		0
utility room	door casing	50
	water heater	450
	washer dryer	700
		0
hallway	door bell	30
		0
½ bath	vanity	200
	toilet	100
	medicine cabinet and mirror	150
	hardware	60
		0
full bath	vanity	200
	toilet	100
	medicine cabinet and mirror	150
	hardware	60

Total Expense

13275

466 Greenwood

Renovations required

estimate
labor and materials

exterior

trim bushes	50
clean shutters and siding	200
paint columns	75
replace broken windows	500

interior

	0
	0
	0
	600
	200
kitchen	100
	30
	400
	0
laundry	60
	800
	0
hallway	20
	0
Bedroom 2	60
	120
	0
Bedroom 3	20
	0
Bedroom 4	20
	30
	20
	0
bathroom	20
	30
	100
	50
	50
	80
	100
	0
Bathroom 2	100
	20
	20
	20

Total Expense**3895**

357 Corral

Renovations required

estimate
labor and materials

exterior

clean up limbs in yard	100
secure storage building	75
pressure wash	300
siding repair	100
landscaping	150

interior

	0
	0
patch and touch up walls	400
repairs to wall under counter top	200
remove wall paper and paint kitchen	400
repair floor under kitchen sink	125
replace blinds as needed	125
service HVAC	75
carpet cleaning	200
clean interior	200

2450



LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT
Department of Planning, Preservation & Development

Jim Gray
Mayor

Derek J. Paulsen, Ph.D.
Commissioner

May 19, 2016

Mr. Doug Roederer
2121 Hart Court
Lexington, KY. 40502

Dear Mr. Roederer,

This letter serves as a contingent commitment of funds from the Affordable Housing Fund of Lexington Fayette Urban County Government (LFUCG) for the acquisition and renovation of three single family homes located at 1156 Anderson Street, 466 Greenwood Avenue and 357 Corral Street.

The Affordable Housing Fund Board has approved an allocation of \$82,600 in funding for your project. \$72,000 is in the form of a first mortgage loan on each of the properties and \$10,600 is in the form of a grant to assist in the rehabilitation of the units. The loan terms are 2% for 16 years with monthly payments to begin upon leasing of the homes.

This funding commitment is contingent upon the following:

1. You agree to accept a 15 year deed restriction on the three properties that will ensure the units are leased to households whose income is less than 80% of area median income. Initially you agree to house families referred through the Office of Homeless prevention and Intervention's Emergency Family Housing Program.
2. You agree to provide a personal guaranty on the loan.

Please indicate your acceptance of this contingent commitment letter. Upon acceptance LFUCG will work to close the transaction and the work on the units can begin.

Sincerely,

Richard L. McQuady
Affordable Housing Manager

HORSE CAPITAL OF THE WORLD

101 East Vine Street, Suite 400 Lexington, KY 40507 (859) 258-3018 FAX (859) 258-3163 www.lexingtonky.gov

Accepted by:

Doug Roederer

EXHIBIT B
(Property Description)

Parcel 1:

1156 Anderson Street

All that certain lot or parcel of land in the County of Fayette, and State of Kentucky, described as follows, to-wit: beginning at a point on the south side of Anderson Avenue, corner to Lot #6 of Anderson Subdivision, a plat of which is of record in Plat Book 2, page 120, in the office of the Clerk of the Fayette County Court; thence in a westerly direction along the line of Anderson Avenue a distance of 37 feet to the western line of the property of Anderson Subdivision; thence along the western property line of Anderson Subdivision south 24 degrees West to a point in said property line; thence south 5 degrees 45 minutes E 117 feet to the southern property line of said Anderson Subdivision; thence along the southern property line of said Anderson Subdivision in an easterly direction 36 feet to the corner of lot # 6 of said Anderson Subdivision; thence in a northerly (erroneously referred to a southerly) direction along the line of Lot #6 a distance of 125 feet to the beginning, being all of Lot #7 of Anderson Subdivision, plat of which is of record in Plat Book 2, page 120 in the Fayette County Clerk's office; and being known and designated as 1156 Anderson Street; and

Being the same property conveyed to Lexington Habitat for Humanity, Inc. by Deed of Master Commissioner dated April 22, 2013, and of record in Deed Book 3150, Page 319, in the Fayette County Clerk's Office.

Being all of the same property conveyed to Community Initiatives, LLC by deed dated June 7, 2016 of record in Deed Book 3404, Page 43, in the office of the Fayette County Clerk.

Parcel 2:

357 Corral Street

A parcel of land situated in the City of Lexington, Kentucky, fronting on Corral Street 26' 8" and running back 100', it being bounded on one side by a vacant lot of Spotswood and on the other by the house and lot owner by Mr. and Mrs. Stewart Coe; and being known and designated as 357 Corral Street; and

Being the same property conveyed to Lexington Habitat for Humanity by Deed in Lieu of Foreclosure dated December 14, 2015, and of record in Deed Book 3364, Page 290, in the Fayette County Clerk's Office.

Being all of the same property conveyed to Community Initiatives, LLC by deed dated June 7, 2016 of record in Deed Book 3404, Page 48, in the office of the Fayette County Clerk.

Parcel 3:

466 Greenwood Avenue

All that certain tract or parcel of land located and being near the City of Lexington, in the County of Fayette and State of Kentucky, known and designated as 466 Greenwood Avenue, and more particularly described as follows, to-wit:

Beginning at a point on the west side of Greenwood Avenue, which point is 132.3 feet from the southwest intersection of Greenwood Avenue and Georgetown Pike and in the line of Lot No. 4; thence with the rear line of Lot Nos. 4, 3, 2, and 1; thence in a westerly direction for a distance of 50.1 feet to the line of Lot No. 7; thence with the east line of Lot No. 7 to Greenwood Avenue; thence with Greenwood Avenue and in an easterly direction for a distance of 50 feet to the point of beginning; and being all of Lot Nos 5 and 6, Block A, of the Dixie Garden Subdivision, as shown by a map and plat thereof of record on the Fayette County Court Clerk's office in Plat Cabinet E, Slide 303; and

Being a part of the same property conveyed to Lexington Habitat for Humanity, Inc., by Deed dated July 19, 2004 and of record in Deed Book 2475, Page 724, in the Fayette County Clerk's Office; and

Being the same property conveyed to Terri Rochelle Taylor (f/k/a Terri Rochelle Williams), by Deed dated July 7, 2005, and of record in Deed Book 2575, Page 184, in the Fayette County Clerk's Office; and

Being the same property conveyed to Lexington Habitat for Humanity, Inc. by Deed dated July 9, 2015, and of record in Deed Book 3330, Page 201, in the Fayette County Clerk's Office.

Being all of the same property conveyed to Community Initiatives, LLC by deed dated _____ of record in Deed Book ____, Page ____, in the office of the Fayette County Clerk.