

NORTH CAROLINA

CHATHAM COUNTY

THIS AGREEMENT (this "Agreement"), made and entered into this 1 day of December, 2014 by and between **CHATHAM COUNTY**, a body politic and corporate of the State of North Carolina (the "**County**") and **CHATHAM HABITAT FOR HUMANITY, INC.**, a North Carolina non-profit corporation having its registered office in Chatham County, North Carolina ("**Habitat**"). The County and Habitat may hereinafter be referred to as a "Party" or collectively as the "Parties";

WITNESSETH:

WHEREAS, Habitat is a 501(c)(3) corporation organized for the purpose of providing housing to persons and families of low and moderate income ; and

WHEREAS, The General Assembly of the State of North Carolina has authorized counties to convey real property and appropriate funds to any public or private entity that provides affordable housing to persons of low and moderate income ; and

WHEREAS, the County has funds available to provide support to nonprofit entities such as Habitat which operate programs that provide affordable housing to persons of low and moderate income; and

WHEREAS, the County has determined that it is in the public interest to contract with and appropriate funds to Habitat to assist Habitat in operating an affordable housing program as provided in this Agreement;

NOW, THEREFORE, for and in consideration of the premises and the respective benefits flowing to the parties, the County and Habitat, intending to be legally bound, contract and agree as follows:

1. Purpose of Agreement; Habitat Obligations. The purpose of this Agreement is to provide County funds to Habitat so that Habitat can purchase vacant real estate or real estate on which existing homes are located ("Property") and either improve the existing homes or construct new homes to provide affordable housing to Chatham County residents of low and moderate income ("Affordable Housing") Habitat covenants and agrees that it will use the County funds appropriated and paid under this Agreement for the purpose of purchasing Property and either improving existing homes thereon or constructing new homes to provide Affordable Housing. For purposes of this Agreement "residents of low and moderate income" shall mean persons or families who have adjusted individual or family income equal to or less than eighty percent (80%) of the adjusted median individual or family income for Chatham County as determined by the Regulations of the United States Department of Housing and Urban Development.

2. Maximum Payments. County Payments to be made under this Agreement shall in no event exceed a total of \$150,000.
3. County Appropriations for the Purchase of Land. The County agrees to appropriate and pay funds to Habitat to be used solely to purchase real estate which shall be used only for Affordable Housing purposes. Habitat agrees that the real estate shall be acquired at a reasonable price.
4. County Approval of Contract. Prior to entering into any contract, any portion of which is to be paid for with County funds, Habitat shall submit a copy of the contract to the County for its approval. The County's approval shall be in writing and shall specify the amount of County money which is available to be appropriated to Habitat for the Property. The County money shall be available to be drawn by Habitat upon the receipt of written draw requests providing such information related to each draw as is reasonably requested by the County.
5. Operation Solely by Habitat. The affordable housing program funded by this Agreement shall be operated solely by Habitat and in compliance with this Agreement and the County shall have no involvement in, nor responsibility for, the operation or the cost of operation of the program.
6. Term. The term of this Agreement is five (5) years from the date first written above.
7. Habitat Accountability Requirements. Habitat shall provide at least annually to the County during the term of the Agreement and to any member of the public within thirty (30) days of receipt of a written request for such information, the following financial information:
 - (i) Habitat latest financial statements. The financial statements shall include, at a minimum, a balance sheet as of the end of the fiscal year and statement of operations for that year. Such financial statements shall also contain details about the amount of public funds received and how those funds were used; and
 - (ii) Habitat Tax Returns. Habitat's most recently filed Internal Revenue Service (IRS) Form 990, Form 990-EZ, or a copy of its Form 990-N submittal confirmation shall be provided. Habitat may redact any information not required for public disclosure pursuant to 26 U.S.C. § 6104(d)(3). Alternatively, in lieu of responding to a request from a member of the public, Habitat may satisfy this requirement if it posts this information on its website or if another entity posts the information as part of a database of similar documents. The information must be accessible by the

general public without charge. Also, if another entity maintains the information, Habitat must include a link to the other entity's website on its own website.

8. Notices. All notices, payments, or other correspondence given or made pursuant to this Agreement shall be in writing, delivered in person, mailed by certified mail, return receipt requested, or delivered by a recognized overnight courier, postage or fees prepaid, addressed to a Party at the address given below, and shall be deemed effective upon the date received, via personal delivery, certified mail, or overnight delivery. The Parties shall be responsible for notifying each other of any change of address.

Mailing addresses for Parties are as follows:

If to County: Chatham County
Post Office Box 1809
Pittsboro, North Carolina 27312
Attention: County Manager
Email: Renee.Paschal@chathamnc.org

If to Habitat: Chatham Habitat for Humanity, Inc.
Attention: Executive Director
Post Office Box 883
Pittsboro, North Carolina 27312

9. E-Verify: Effective September 4, 2013 North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the requirements of N.C. Gen. Stats. §64-26(a). Prior to receiving any County funds hereunder, Habitat and its subcontractors, if any, shall complete and return to the County the E-Verify affidavit, attached hereto as Appendix 1. If Habitat or its subcontractors, are subject to the provisions of N.C. Gen. Stats. §64-26(a), Habitat agrees to fully comply with such statute and require its subcontractors, if any, to fully comply with such statute.
10. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the Parties and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements, and agreements heretofore entered into between the Parties with respect to the matters contained herein are merged in this Agreement. This Agreement may not be changed orally, but only by a written document signed by both Parties. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the Party against whom it is sought to be enforced. This Agreement may not be assigned without the written consent of both Parties. The provisions

of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns to the extent such assignment has been consented to by both Parties. The provisions of the Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina. The headings contained in the Agreement are solely for the convenience of the Parties and do not constitute a part of this Agreement and shall not be used to construe or interpret any provisions hereof. This Agreement shall be considered for all purposes as having been prepared by the joint efforts of the Parties and shall not be construed against one Party or the other as a result of preparation, substitution, submission, or other event of negotiation. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect, and, if any such unenforceable provision hereof is enforceable in any part or to any lesser extent, such provision shall be enforceable in all such parts and to the greatest extent permissible under applicable law. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument, and the Parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, Chatham County and Chatham Habitat, Inc., have executed this Agreement as of the day and year first written above.

CHATHAM COUNTY

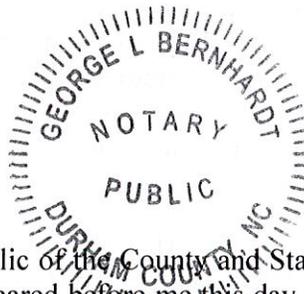
By: Charlie Horne
Charlie Horne, County Manager

CHATHAM HABITAT FOR HUMANITY, INC.

By: Andy Cruickshank
Andy Cruickshank, President

NORTH CAROLINA

COUNTY OF Durham



I George L. Bernhardt, a Notary Public of the County and State aforesaid, do hereby certify that Andy Cruickshank, personally appeared before me this day and acknowledged that he is the President of the Board of Directors of Chatham Habitat For Humanity, Inc., and as President, being authorized to do so, executed the foregoing instrument on behalf of Habitat for Humanity, Inc.

Witness my hand and official seal this 5th day of November, 2014

APPENDIX 1

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF CHATHAM

I, Gerald Whorton (the individual attesting below), being duly authorized by and on behalf of Chatham Habitat For Humanity (the agency contracting with the County hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that employers with 25 or more employees in the State ("covered employees") Must Use E-Verify. Each covered employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
 - a. YES or
 - b. NO
4. Employer's subcontractors who are covered employers are required to comply with E-Verify, and Employer agrees to ensure compliance with E-Verify by any subcontractors who are covered employers subsequently hired by Employer.

This 6 day of November, 20 14.

Gerald Whorton
Signature of Affiant

Print or Type Name: GERALD Whorton

State of North Carolina County of Durham

Signed and sworn to (or affirmed) before me, this the 6th

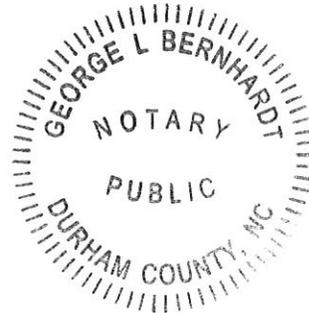
day of November, 20 14.

My Commission Expires:

9-21-15

George L Bernhardt
Notary Public

(Affix Official/Notarial Seal)



Notary Public in and for the State of North Carolina

Printed Name

(Affix Notary Seal)

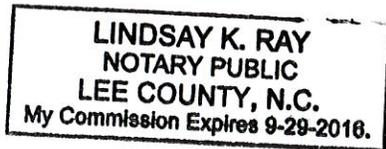
My Commission Expires: _____

NORTH CAROLINA

COUNTY OF Lee

I Lindsay K. Ray, a Notary Public of the County and State aforesaid, do hereby certify that Charlie Horne personally appeared before me this day and acknowledged that he is the County Manager of Chatham County, North Carolina, and he as County Manager, being authorized to do so, executed the foregoing instrument on behalf of the said County.

Witness my hand and official seal this 2 day of December, 2014.



Lindsay K. Ray

Notary Public in and for the State of North Carolina

Lindsay K. Ray

Printed Name

(Affix Notary Seal)

My Commission Expires: 09-29-2016