

AGENDA  
Escambia County  
Community Redevelopment Agency  
October 18, 2018–Time 9:00 a.m.  
BOARD CHAMBERS, FIRST FLOOR  
ERNIE LEE MAGAHA GOVERNMENT BUILDING  
221 PALAFOX PLACE, PENSACOLA FLORIDA

Call to Order.

**(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)**

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

**I. Public Forum**

**II. Technical/Public Service**

1. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, September 20, 2018 Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the September 20, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

**III. Budget/Finance**

1. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following eight Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Joseph M Baudendistel, owner of residential property located at 424 Gibbs Road, Warrington Redevelopment District, each in the amount of \$4,375, representing an in-kind match

through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, total electrical rewiring upgrade;

2. The Agreements between Escambia County CRA and Brian M. Curley, Trustee for Brian M. Curley Trust, owner of residential property located at 15 Ruberia Avenue, Barrancas Redevelopment District, each in the amount of \$3,500 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

3. The Agreements between Escambia County CRA and Brian M. Curley, Trustee for Brian M. Curley Trust, owner of residential property located at 6 Lakewood Road, Barrancas Redevelopment District, each in the amount of \$2,897 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

4. The Agreements between Escambia County CRA and Sean V. Loudon, owner of residential property located at 403 Northwest Syrcle Drive, Warrington Redevelopment District, each in the amount of \$4,795 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows;

5. The Agreements between Escambia County CRA and Patricia A. Finlay, owner of residential property located at 304 Southeast Kalash Road, Warrington Redevelopment District, each in the amount of \$6,000 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows;

6. The Agreements between Escambia County CRA and Amron Properties, LLC, owner of residential property located at 805 Arlington Street, Brownsville Redevelopment District, each in the amount of \$2,695 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, to replace roof;

7. The Agreements between Escambia County CRA and Crystal J. Bryars, owner of residential property located at 206 Lakewood Road, Barrancas Redevelopment District, each in the amount of \$2,393 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

8. The Agreements between Escambia County CRA and Wanda D. Brown, owner of residential property located at 416 South First Street, Warrington Redevelopment District, each in the amount of \$2,650 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof; and

B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

2. Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approve the following cancellations of five Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Rehab Grant Program:

<b>Property Owners</b>	<b>Address</b>	<b>Amount</b>
Stephen E. and Brenda J. Ward	110 Vaughn Avenue	\$2,875
Ryan W. Gerke and Britney G. Hiras	4 Greve Court	\$1,815
Margaret A. Cushing	108 Second Street	\$3,490
Lois W. Merritt	205 Northwest Syrcle Drive	\$3,350
Kimberly K. Kaminski	121 Southeast Kalash Road	\$1,050

B. Authorize the Chairman to execute the Cancellation of Lien documents.

3. Recommendation Concerning the Cancellation of Commercial Facade, Landscape, and Infrastructure Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien:

A. Approve the following one Cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien, as the Grant recipient has met the one-year of compliance with the Commercial Façade, Landscape, and Infrastructure Grant Program:

<b>Property Owner</b>	<b>Address</b>	<b>Amount</b>
Navy Park, LLC	3960 Navy Boulevard	\$2,929

B. Authorize the Chairman to execute the Cancellation of Lien document.

#### **IV. Discussion/Information Items**

Adjournment.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Technical/Public Service 1.**

**Community Redevelopment Agency**

**Meeting Date:** 10/18/2018

**Issue:** Community Redevelopment Agency Meeting Minutes, September 20, 2018

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, September 20, 2018 Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the September 20, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

**BACKGROUND:**

On September 20, 2018, the CRA meeting was convened to consider approval of multiple agenda items.

**BUDGETARY IMPACT:**

No budgetary impact is anticipated.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Legal consideration is not necessary for this recommendation.

**PERSONNEL:**

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

It is policy that all Board Minutes be approved by the CRA Board.

**IMPLEMENTATION/COORDINATION:**

There are no implementation or coordination tasks associated with this recommendation.

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## **Attachments**

[CRAMinutes\\_September202018](#)

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**MINUTES  
COMMUNITY REDEVELOPMENT AGENCY  
September 20, 2018  
9:00 a.m.**

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**BOARD CHAMBERS, FIRST FLOOR,  
ERNIE LEE MAGAHA GOVERNMENT BUILDING  
221 PALAFOX PLACE, PENSACOLA, FLORIDA**

Present: Lumon May, Commissioner, District 3 - Chairman  
Grover Robinson, IV, Commissioner, District 4  
Steven Barry, Commissioner, District 5  
Jeff Bergosh, Commissioner, District 1

Absent: Doug Underhill, Commissioner, District 2

Staff Present: Alison Rogers, County Attorney  
Amy Lovoy, Assistant County Administrator  
Tonya Gant, Department Director  
Clara Long, Division Manager  
Melanie Johnson, Administrative Assistant  
Shamara Jernigan, Administrative Assistant  
Judy Witterstaeter, Agenda Program Coordinator

Call to Order. 9:02 a.m.

**(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF  
SETTING)**

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

**I. Public Forum**

**II. Technical/Public Service**

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, September 20, 2018 Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the September 20, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 5 Steven Barry Commissioner Underhill - Absent

**Vote:** 4 - 0

2 Recommendation Concerning to Conduct a Public Hearing to Amend the Atwood Redevelopment Area Plan as to boundaries only - Tonya Gant, Neighborhood and Human Services Director

That the Board take the following action to conduct a Public Hearing at 5:31 p.m., for consideration to amend the Atwood Redevelopment Area Plan as to boundaries only, as requested by the Community Redevelopment Agency.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 5 Steven Barry

**Vote:** 4 - 0

3 Recommendation Concerning to Conduct a Public Hearing to Amend an Ordinance Relating to the Atwood Redevelopment Trust Fund - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning to amend an Ordinance relating to the Atwood Redevelopment Trust Fund:

A. Conduct a Public Hearing at 5:32 p.m., for consideration to amend an Ordinance of Escambia County, Florida, amending Chapter 46, Article VI, Section 46-292(b) of the Escambia Code of Ordinances relating to the Atwood Redevelopment Trust Fund; providing for amended legislative findings to expand the boundaries of the area consistent with Resolution R2018-44; providing for severability; providing for inclusion in the code; and providing for an effective date; and

B. Authorize the Chairman to sign and execute the Ordinance.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 5 Steven Barry

**Vote:** 4 - 0

### **III. Budget/Finance**

1 Recommendation Concerning Gulf Power Street Lighting Project Contracts - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Gulf Power Street Lighting Project Contracts:

A. Approve the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule for the Westernmark Subdivision within the Palafox Redevelopment Area for \$74,259.36;

B. Approve the Gulf Power Company Contract for Street and General Area Lighting Service Rate Schedule along Gulf Beach Highway within the Warrington Redevelopment Area for \$94,422.48; and

C. Authorize the Chairman or Vice-Chairman to sign the Contracts.

[Funding: Palafox CRA, Fund 151/Cost Center 370115 and Warrington CRA, Fund 151/Cost Center 370114]

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 4 Grover Robinson, IV

**Vote:** 4 - 0

2 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following six Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Patrick D. Pinney, owner of residential property located at 126 Rue Max Avenue, Barrancas Redevelopment District, each in the amount of \$4,665, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace windows;

2. The Agreements between Escambia County CRA and Richard A. Browning, owner of residential property located at 110 Brandywine Road, Barrancas Redevelopment District, each in the amount of \$5,522, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

3. The Agreements between Escambia County CRA and Brian M. Curley Trustee for Brian M. Curley Trust, owner of residential property located at 13 Ruberia Avenue, Barrancas Redevelopment District, each in the amount of \$2,025, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;



4. The Agreements between Escambia County CRA and Brian M. Curley Trustee for Brian M. Curley Trust, owner of residential property located at 208 Ruberia Avenue, Barrancas Redevelopment District, each in the amount of \$6,000, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof and total electrical rewiring;

5. The Agreements between Escambia County CRA and Ema Elizabeth Sanderson, owner of residential property located at 216 West Sunset Avenue, Warrington Redevelopment District, each in the amount of \$4,250, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof;

6. The Agreements between Escambia County CRA and Maureen McBride, owner of residential property located at 321 Chattman Street, Warrington Redevelopment District, each in the amount of \$4,143, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows; and

B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 5 Steven Barry

**Vote:** 4 - 0

3 Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Cancellation of the Residential Rehab Grant Program Liens:

A. Approve the following cancellations of nine Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Grant Program:

<b>Property Owners</b>	<b>Address</b>	<b>Amount</b>
Joseph and Donna J. Baudendistel	1315 Wisteria Avenue	\$5,800
Richard Devereux	502 Greve Road	\$3,788
William E. III and Julie Grimsley	1214 Wilson Avenue	\$4,163
Isobel Jacobs	214 Payne Road	\$2,400
Ronnie Katona	103 Kalash Road	\$1,425
Michelle A. Ray	208 Henry Street	\$2,285
James E. and Socorro L. Scarborough	104 Milton Road	\$3,180
Wendy E. Suermann	215 Northwest Gilliland Road	\$6,000
Jane E. Thiesse	419 Southeast Baublits Drive	\$2,185

B. Authorize the Chairman to execute the Cancellation of Lien documents.

Motion made by Commissioner, District 5 Steven Barry, Seconded by  
Commissioner, District 4 Grover Robinson, IV

**Vote:** 4 - 0

4 Recommendation Concerning the Cancellation of Commercial Facade, Landscape,  
and Infrastructure Grant Program Liens - Tonya Gant, Neighborhood & Human  
Services Department Director

That the Board take the following action concerning the Cancellation of the  
Commercial Facade, Landscape, and Infrastructure Grant Program Lien:

A. Approve the following one Cancellation of the Commercial Facade, Landscape,  
and Infrastructure Grant Program Lien, as the Grant recipient has met the one-year of  
compliance with the Commercial Façade, Landscape, and Infrastructure Grant  
Program:

Property Owner	Address	Amount
Carco Properties, Inc.	314 South Navy Boulevard	\$1,335

B. Authorize the Chairman to execute the Cancellation of Lien document.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by  
Commissioner, District 5 Steven Barry

**Vote:** 4 - 0

**IV. Discussion/Information Items**

**Clara Long Information Items:**

**\*Waiting List**

**\*Grants**

Adjournment.



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Budget/Finance 1.**

**Community Redevelopment Agency**

**Meeting Date:** 10/18/2018

**Issue:** Residential Rehab Grant Program Funding and Lien Agreements

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following eight Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Joseph M Baudendistel, owner of residential property located at 424 Gibbs Road, Warrington Redevelopment District, each in the amount of \$4,375, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, total electrical rewiring upgrade;
2. The Agreements between Escambia County CRA and Brian M. Curley, Trustee for Brian M. Curley Trust, owner of residential property located at 15 Ruberia Avenue, Barrancas Redevelopment District, each in the amount of \$3,500 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;
3. The Agreements between Escambia County CRA and Brian M. Curley, Trustee for Brian M. Curley Trust, owner of residential property located at 6 Lakewood Road, Barrancas Redevelopment District, each in the amount of \$2,897 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;
4. The Agreements between Escambia County CRA and Sean V. Loudon, owner of residential property located at 403 Northwest Syrcle Drive, Warrington Redevelopment District, each in the amount of \$4,795 representing an in-kind match through

the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows;

5. The Agreements between Escambia County CRA and Patricia A. Finlay, owner of residential property located at 304 Southeast Kalash Road, Warrington Redevelopment District, each in the amount of \$6,000 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows;

6. The Agreements between Escambia County CRA and Amron Properties, LLC, owner of residential property located at 805 Arlington Street, Brownsville Redevelopment District, each in the amount of \$2,695 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, to replace roof;

7. The Agreements between Escambia County CRA and Crystal J. Bryars, owner of residential property located at 206 Lakewood Road, Barrancas Redevelopment District, each in the amount of \$2,393 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

8. The Agreements between Escambia County CRA and Wanda D. Brown, owner of residential property located at 416 South First Street, Warrington Redevelopment District, each in the amount of \$2,650 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof; and

B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

**BACKGROUND:**

The intent of the matching Grant program is to promote private investment which will upgrade the appearance, property values, and economic activity for residential properties within the designated CRA areas. A rendering of each project is attached.

On October 18, 2018 at 9:00 a.m., a CRA meeting was convened to consider approval of the various agenda items.

**BUDGETARY IMPACT:**

Funding for the Grants will be provided as follows:

1. Joseph M. Baudendistel, Warrington TIF, Cost Center 370114, in the amount of \$4,375
2. Brian M. Curley, Trustee for Brian M. Curley Trust, Barrancas TIF, Cost Center 370116, in the amount of \$3,500
3. Brian M. Curley, Trustee for Brian M. Curley Trust, Barrancas TIF, Cost Center 370116, in the amount of \$2,897
4. Sean V. Loudon, Warrington TIF, Cost Center 370114, in the amount of \$4,795
5. Patricia Finlay, Warrington TIF, Cost Center 370114, in the amount of \$6,000
6. Amron Properties, LLC, Brownsville TIF, Cost Center 370113, in the amount of \$2,695
7. Crystal J. Bryars, Barrancas TIF, Cost Center 370116, in the amount of \$2,393
8. Wanda D. Brown, Warrington TIF, Cost Center 370114, in the amount of \$2,650

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

**PERSONNEL:**

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle these Grant awards.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

**IMPLEMENTATION/COORDINATION:**

NHS/CRA staff, in coordination with the property owner, handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

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**Attachments**

[Agreement\\_Baudendistel\\_October2018](#)

[Agreement\\_Curley\\_October2018](#)

[Agreement\\_Curley\\_October2018](#)

[Agreement\\_Louden\\_October2018](#)

[Agreement\\_Finlay\\_October2018](#)

[Agreement\\_AmronProperties\\_October2018](#)

[Agreement\\_Bryars\\_October2018](#)

[Agreement\\_Brown\\_October2018](#)

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**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 18<sup>th</sup> day of October 2018, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Joseph M. Baudendistel, (the "Recipient"), owner of residential property located at 424 Gibbs Road, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **\$4,375**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$4,375**, which shall be comprised of a cash contribution of **\$4,375**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **18<sup>th</sup>** day of **October 2018**, and the Project shall be complete on or before the **18<sup>th</sup>** day of **January 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

**County:**

Max Rogers, AICP  
Development Program Manager  
Neighborhood and Human Services Dept.  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, Florida 32502

**Recipient:**

Joseph M. Baudendistel  
424 Gibbs Road  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.



23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

**For: Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Jeff Bergosh, Chairman**

**ATTEST: PAM CHILDERS  
Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

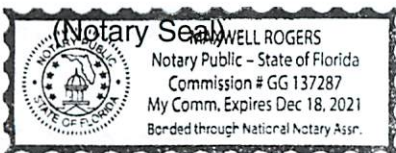
(SEAL)


**For Recipient:**

  
\_\_\_\_\_  
**Joseph M. Baudendistel, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21<sup>th</sup> day of August, 2018 by Joseph M. Baudendistel, Property Owner. He () is personally known to me or () has produced \_\_\_\_\_ as identification.



  
\_\_\_\_\_  
Signature of Notary Public  
Pamela Well Rogers  
\_\_\_\_\_  
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 8/23/18

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Joseph M. Baudendistel**  
Property Address: **424 Gibbs Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Total electrical rewiring upgrade.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Neighborhood and Human Services Department  
Community Redevelopment Agency

**Lien Agreement**

<b>Applicant Name</b> <b><u>Joseph M. Baudendistel</u></b>	<b>Address of Property</b> <b><u>424 Gibbs Road</u></b> <b><u>Pensacola, FL 32507</u></b>	<b>Property Reference No.</b> <b><u>50-2S-30-6090-643-029</u></b>
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**Total Amount of Lien** **\$4,375**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Joseph M. Baudendistel  
Joseph M. Baudendistel, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of August, 2018 by Joseph M. Baudendistel, Property Owner. He () is personally known to me or () has produced \_\_\_\_\_ as identification.



Maxwell Rogers  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal sufficiency,  
By/Title: [Signature]  
Date: 8/23/18

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, FL 32502



**Total electrical rewiring upgrade**  
**424 Gibbs Road – Joseph M. Baudendistel**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 18<sup>th</sup> day of October 2018, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Brian M. Curley, Trustee for Brian M. Curley Trust, (the "Recipient(s)"), owner of residential property located at 15 Ruberia Avenue, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **\$3,500**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$3,500**, which shall be comprised of a cash contribution of **\$3,500**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **18<sup>th</sup>** day of **October 2018**, and the Project shall be complete on or before the **18<sup>th</sup>** day of **January 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents

for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Sherry Duffey  
Development Program Manager  
Neighborhood and Human Services Dept.  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, Florida 32502

Recipient(s):

Brian M. Curley, Trustee for  
Brian M. Curley Trust  
15 Ruberia Avenue  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.



23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

**For: Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Jeff Bergosh, Chairman**

ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

(SEAL)

**For Recipients:**

\_\_\_\_\_  
**Brian M. Curley, Trustee for Brian M. Curley Trust, Property Owner**

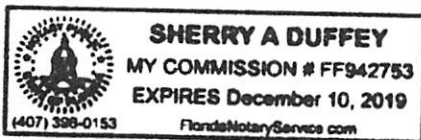
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of August, 2018 by Brian M. Curley, Property Owner. He () is personally known to me or () has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

\_\_\_\_\_  
Printed Name of Notary Public



Approved as to form and legal sufficiency.

By/Title: \_\_\_\_\_  
Date: 8/29/18

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Brian M. Curley, Trustee for Brian M. Curley Trust**  
Property Address: **15 Ruberia Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Replacement Roof**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhood and Human Services Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)

**Brian M. Curley, Trustee  
For Brian M. Curley Trust**

Address of Property

**15 Ruberia Avenue  
Pensacola, FL 32507**

Property Reference No.

**59-2S-30-1000-110-013**

**Total Amount of Lien**

**\$3,500**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Brian M. Curley  
Brian M. Curley, Trustee for Brian M. Curley Trust, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of August, 2018 by Brian M. Curley, Property Owner. He () is personally known to me or () has produced \_\_\_\_\_ as identification.

Sherry Duffey  
Signature of Notary Public

(Notary Seal)

Sherry Duffey  
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Jeff Bergosh, Chairman**

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

This instrument prepared by:  
Sherry Duffey, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: Sherry Duffey  
Date: 8/29/18

Before (taken 7/10/2018)



## Replacement Roof

15 Ruberia Ave.- Brian M. Curley, Trustee for  
Brian M. Curley Trust

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 18<sup>th</sup> day of October 2018, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Brian M. Curley, Trustee for Brian M. Curley Trust, (the "Recipient(s)"), owner of residential property located at 6 Lakewood Road, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **\$2,897**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$2,897**, which shall be comprised of a cash contribution of **\$2,897**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **18<sup>th</sup>** day of **October 2018**, and the Project shall be complete on or before the **18<sup>th</sup>** day of **January 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents

for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Sherry Duffey  
Development Program Manager  
Neighborhood and Human Services Dept.  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, Florida 32502

Recipient(s):

Brian M. Curley, Trustee for  
Brian M. Curley Trust  
6 Lakewood Road  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.



23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

**For: Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Jeff Bergosh, Chairman**

ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_


(SEAL)

**For Recipients:**

  
\_\_\_\_\_  
**Brian M. Curley, Trustee for Brian M. Curley Trust, Property Owner**

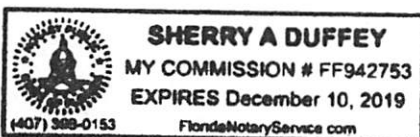
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of August, 2018 by Brian M. Curley, Property Owner. He () is personally known to me or () has produced \_\_\_\_\_ as identification.


  
\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

Sherry Duffey  
\_\_\_\_\_  
Printed Name of Notary Public



Approved as to form and legal sufficiency:

By/Title:   
Date: 8/30/18

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Brian M. Curley, Trustee for Brian M. Curley Trust**

Property Address: **6 Lakewood Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Replacement Roof**

**Escambia County Community Redevelopment Agency**  
**Residential Rehab Grant Program**  
Administered By: Escambia County Neighborhood and Human Services Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s) <b><u>Brian M. Curley, Trustee</u></b> <b><u>For Brian M. Curley Trust</u></b>	Address of Property <b><u>6 Lakewood Road</u></b> <b><u>Pensacola, FL 32507</u></b>	Property Reference No. <b><u>59-2S-30-1000-010-015</u></b>
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**Total Amount of Lien** **\$2,897**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Brian M. Curley  
Brian M. Curley, Trustee for Brian M. Curley Trust, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of August, 2018 by Brian M. Curley, Property Owner. He () is personally known to me or ( ) has produced \_\_\_\_\_ as identification.

Sherry Duffey  
Signature of Notary Public

(Notary Seal)

Sherry Duffey  
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Jeff Bergosh, Chairman**

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

This instrument prepared by:  
Sherry Duffey, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, FL 32502

Approved as to form and legal sufficiency.  
By/Title: [Signature]  
Date: 8/29/18

Before (taken 7/10/2018)



## Replacement Roof

6 Lakewood Road- Brian M. Curley, Trustee for  
Brian M. Curley Trust

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 18<sup>th</sup> day of October 2018, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Sean V. Loudon, (the "Recipient"), owner of residential property located at 403 Northwest Syrcle Drive, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **\$4,795**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$4,795**, which shall be comprised of a cash contribution of **\$4,795**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **18<sup>th</sup>** day of **October 2018**, and the Project shall be complete on or before the **18<sup>th</sup>** day of **January 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

**County:**

Max Rogers, AICP  
Development Program Manager  
Neighborhood and Human Services Dept.  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, Florida 32502

**Recipient:**

Sean V. Loudon  
403 Northwest Syrcle Drive  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.



23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

**For: Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Jeff Bergosh, Chairman**

**ATTEST: PAM CHILDERS  
Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

BCC Approved: \_\_\_\_\_

**For Recipient:** \_\_\_\_\_  
**Sean V. Louden, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of September, 2018 by Sean V. Louden, Property Owner. He ( ) is personally known to me or (  ) has produced FL Drivers Lic as identification.

\_\_\_\_\_  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public



Approved as to form and legal sufficiency.  
By/Title: \_\_\_\_\_  
Date: 9/11/18

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Sean V. Louden**

Property Address: **403 Northwest Syrcle Drive, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Replacement windows.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhood and Human Services Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name  
**Sean V. Louden**

Address of Property  
**403 Northwest Syrcle Drive  
Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-6090-122-009**

**Total Amount of Lien**

**\$4,795**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient: [Signature]  
Sean V. Louden, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of September, 2018 by Sean V. Louden, Property Owner. He ( ) is personally known to me or ( ✓ ) has produced FL Drivers Lic as identification.

[Signature]  
Signature of Notary Public

maxwell rogers  
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Jeff Bergosh, Chairman**

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 9/19/18

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, FL 32502



**Replacement windows**

**403 Northwest Syrcle Drive – Sean V. Loudon**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this **18<sup>th</sup>** day of **October 2018**, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Patricia A. Finlay**, (the "Recipient"), owner of residential property located at **304 Southeast Kalash Road**, Pensacola, Florida, **32507**.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **\$6,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$6,000**, which shall be comprised of a cash contribution of **\$6,000**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **18<sup>th</sup>** day of **October 2018**, and the Project shall be complete on or before the **18<sup>th</sup>** day of **January 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. **Maintenance of Records:** The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. **Audit:** The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. **Amendments:** Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. **Notice:** Any notices to the County shall be mailed to:

**County:**

Max Rogers, AICP  
Development Program Manager  
Neighborhood and Human Services Dept.  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, Florida 32502

**Recipient:**

Patricia A. Finlay  
304 Southeast Kalash Road  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. **No Discrimination:** The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. **Entire Agreement:** This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. **No Waiver:** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.



23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Jeff Bergosh, Chairman**

ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient:  
*Patricia A. Finlay*  
\_\_\_\_\_  
**Patricia A. Finlay, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of September, 2018 by Patricia A. Finlay, Property Owner. She () is personally known to me or () has produced \_\_\_\_\_ as identification.



*Maxwell Rogers*  
\_\_\_\_\_  
Signature of Notary Public  
**MAXWELL ROGERS**  
\_\_\_\_\_  
Printed Name of Notary Public

Approved as to form and legal sufficiency.  
By/Title: *Shakira*  
Date: 9/10/18

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Patricia A. Finlay**

Property Address: **304 Southeast Kalash Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Replacement windows.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**  
Administered By: Escambia County Neighborhood and Human Services Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name <b><u>Patricia A. Finlay</u></b>	Address of Property <b><u>304 Southeast Kalash Road Pensacola, FL 32507</u></b>	Property Reference No. <b><u>50-2S-30-6090-475-022</u></b>
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**Total Amount of Lien** **\$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

*Patricia A. Finlay*  
Patricia A. Finlay, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of September, 2018 by Patricia A. Finlay, Property Owner. She () is personally known to me or () has produced \_\_\_\_\_ as identification.



*[Signature]*  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Jeff Bergosh, Chairman**

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal sufficiency

By/Title: *[Signature]*

Date: 9/10/18

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, FL 32502



**Replacement windows**

**304 Southeast Kalash Road – Patricia A. Finlay**

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 18<sup>th</sup> day of October 2018, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Amron Properties, LLC, (the "Recipient(s)"), owner of residential property located at 805 Arlington Street, Pensacola, Florida, 32505.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of \$2,695, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$2,695, which shall be comprised of a cash contribution of \$2,695.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 18<sup>th</sup> day of October 2018, and the Project shall be complete on or before the 18<sup>th</sup> day of January 2019, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents

for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Sherry Duffey  
Development Program Manager  
Neighborhood and Human Services Dept.  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, Florida 32502

Recipient(s):

Amron Properties, LLC  
805 Arlington Street  
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.



23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

**For: Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Jeff Bergosh, Chairman**

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

(SEAL)

**For Recipients:**  
  
\_\_\_\_\_  
**Wayne Evers, Registered Agent for owner, Amron Properties, LLC**

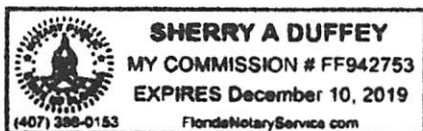
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of September, 2018 by Wayne Evers, Registered Agent. He ( ) is personally known to me or (  ) has produced FL DL exp. 2-26-22 as identification.


  
\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

Sherry Duffey  
\_\_\_\_\_  
Printed Name of Notary Public



Approved as to form and legal sufficiency.

By/Title:   
Date: 9/13/18

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Amron Properties, LLC**

Property Address: **805 Arlington Street, Pensacola, Florida, 32505**

The "Project" includes the following improvement to the above referenced property:

**Replacement Roof**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhood and Human Services Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)

**Amron Properties, LLC**

Address of Property

**805 Arlington Street  
Pensacola, FL 32505**

Property Reference No.

**34-2S-30-0822-005-021**

**Total Amount of Lien**

**\$2,695**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Wayne Evers

Wayne Evers, Registered Agent for owner,  
Amron Properties, LLC

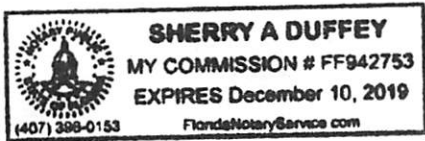
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of September, 2018 by Wayne Evers, Registered Agent. He ( ) is personally known to me or (  ) has produced FL DL exp. 2-26-22 as identification.

Sherry Duffey  
Signature of Notary Public

(Notary Seal)

Sherry Duffey  
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Jeff Bergosh, Chairman**

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

This instrument prepared by:  
Sherry Duffey, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, FL 32502

Approved as to form and legal sufficiency

By/Title: J. Duval  
Date: 9/13/18

Before (taken 8/30/2018)



Replacement Roof

805 Arlington Street-Amron Properties, LLC

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this **18<sup>th</sup>** day of **October 2018**, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Crystal J. Bryars**, (the "Recipient(s)"), owner of residential property located at **206 Lakewood Road**, Pensacola, Florida, **32507**.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **\$2,393**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$2,393**, which shall be comprised of a cash contribution of **\$2,393**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **18<sup>th</sup>** day of **October 2018**, and the Project shall be complete on or before the **18<sup>th</sup>** day of **January 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents

for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Sherry Duffey  
Development Program Manager  
Neighborhood and Human Services Dept.  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, Florida 32502

Recipient(s):

Crystal J. Bryars  
206 Lakewood Road  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.



23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

**For: Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Jeff Bergosh, Chairman**

ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

(SEAL)

**For Recipients:**

\_\_\_\_\_  
**Crystal J. Bryars, Property Owner**

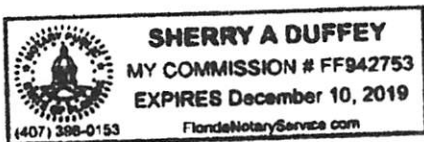
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of September, 2018 by Crystal J. Bryars, Property Owner. She ( ) is personally known to me or ( ) has produced FL DL exp. 10-4-20 as identification.

\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

\_\_\_\_\_  
Printed Name of Notary Public



Approved as to form and legal sufficiency.

By/Title: \_\_\_\_\_  
Date: 9/19/18

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Crystal J. Bryars**

Property Address: **206 Lakewood Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Replacement Roof**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhood and Human Services Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
**Crystal J. Bryars**

Address of Property  
**206 Lakewood Road**  
**Pensacola, FL 32507**

Property Reference No.  
**59-2S-30-1000-013-010**

**Total Amount of Lien**

**\$2,393**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Crystal J. Bryars  
Crystal J. Bryars, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of September, 2018 by Crystal J. Bryars, Property Owner. She ( ) is personally known to me or (  ) has produced FL DL exp- 10-4-20 as identification.

Sherry Duffey  
Signature of Notary Public

(Notary Seal)

Sherry Duffey  
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Jeff Bergosh, Chairman**

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

This instrument prepared by:  
Sherry Duffey, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, FL 32502

Approved as to form and legal sufficiency.  
[Signature]  
By/Title: \_\_\_\_\_  
Date: 9/19/18

Before (taken 5/3/2018)



Replacement Roof

206 Lakewood Road-Crystal J. Bryars

**ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT**

THIS FUNDING AGREEMENT is made and entered into this 18<sup>th</sup> day of October 2018, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Wanda D. Brown, (the "Recipient"), owner of residential property located at 416 South First Street, Pensacola, Florida, 32507.

**WITNESSETH:**

**WHEREAS**, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

**WHEREAS**, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

**WHEREAS**, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **\$2,650**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$2,650**, which shall be comprised of a cash contribution of **\$2,650**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **18<sup>th</sup>** day of **October 2018**, and the Project shall be complete on or before the **18<sup>th</sup>** day of **January 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. **Indemnification:** The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. **Termination:** The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. **Notice of Termination:** Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. **Subsequent to Termination:** The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. **Property Owner(s) as Independent Contractor:** The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. **Inspector:** The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. **Payment Process:** At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:

Max Rogers, AICP  
Development Program Manager  
Neighborhood and Human Services Dept.  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, Florida 32502

Recipient:

Wanda D. Brown  
416 South First Street  
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.



23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Jeff Bergosh, Chairman**

ATTEST: **PAM CHILDERS**  
**Clerk of the Circuit Court**

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

BCC Approved: \_\_\_\_\_

(SEAL)

For Recipient:  
Wanda D. Brown  
**Wanda D. Brown, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of September, 2018 by Wanda D. Brown, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.



Maxwell Rogers  
Signature of Notary Public  
MAXWELL ROGERS  
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: J. H. [Signature]  
Date: 9/18/18

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Wanda D. Brown**

Property Address: **416 South First Street, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

**Replacement roof.**

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhood and Human Services Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name  
**Wanda D. Brown**

Address of Property  
**416 South First Street**  
**Pensacola, FL 32507**

Property Reference No.  
**51-2S-30-7062-028-034**

**Total Amount of Lien**

**\$2,650**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:  
Wanda D. Brown  
Wanda D. Brown, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of September, 2018 by Wanda D. Brown, Property Owner. She ( ) is personally known to me or (  ) has produced FL Drivers Lic as identification.



[Signature]  
Signature of Notary Public  
maxwell rogers  
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: \_\_\_\_\_  
**Jeff Bergosh, Chairman**

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 9/18/18

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, FL 32502



**Replacement roof**

**416 South First Street – Wanda D. Brown**



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Budget/Finance 2.**

**Community Redevelopment Agency**

**Meeting Date:** 10/18/2018

**Issue:** Cancellation of Residential Rehab Grant Program Liens

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approve the following cancellations of five Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Rehab Grant Program:

<b>Property Owners</b>	<b>Address</b>	<b>Amount</b>
Stephen E. and Brenda J. Ward	110 Vaughn Avenue	\$2,875
Ryan W. Gerke and Britney G. Hiras	4 Greve Court	\$1,815
Margaret A. Cushing	108 Second Street	\$3,490
Lois W. Merritt	205 Northwest Syrcle Drive	\$3,350
Kimberly K. Kaminski	121 Southeast Kalash Road	\$1,050

B. Authorize the Chairman to execute the Cancellation of Lien documents.

**BACKGROUND:**

The aforementioned property owners have satisfied their one-year compliance with the Residential Rehab Grant Program.

**BUDGETARY IMPACT:**

There will be no budgetary impact.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Senior Assistant County Attorney, has reviewed and approved the Cancellation of Lien documents as to form and legal sufficiency.

**PERSONNEL:**

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Current practice requires Board approval for Residential Rehab Grant Program lien cancellation.

**IMPLEMENTATION/COORDINATION:**

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for the owners.

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**Attachments**

LienCX\_Ward\_October2018

LienCX\_Gerke&Hirras\_October2018

LienCX\_Cushing\_October2018

LienCX\_Merritt\_October2018

LienCX\_Kaminski\_October2018

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**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**CANCELLATION OF LIEN**

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$2,875** executed by **Stephen E. and Brenda J. Ward**, and recorded in Official Record Book **7791** at pages **1681-1682**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

By: \_\_\_\_\_  
**Jeff Bergosh, Chairman**

ATTEST: **Pam Childers**  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Prepared by:  
Max Rogers, AICP  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502



Recorded in Public Records 10/16/2017 8:18 AM OR Book 7791 Page 1681,  
Instrument #2017079579, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording S18.50

**Escambia County  
Clerk's Original**

8-17-2017  
CRA II-1 A(4)

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhood and Human Services Department  
Community Redevelopment Agency

**Lien Agreement**

**Applicant Name(s)**  
**Stephen E. and Brenda J. Ward**

**Address of Property**  
**110 Vaughn Avenue**  
**Cantonment, FL 32533**

**Property Reference No.**  
**10-1N-31-4101-270-026**

**Total Amount of Lien**

**\$2,875**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 8-21-17  
Verified By: gmw

For Recipient(s):

Stephen E. Ward  
Stephen E. Ward, Property Owner

Brenda J. Ward  
Brenda J. Ward, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of July, 2017 by Stephen E. Ward, Property Owner. He () is personally known to me or () has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of July, 2017 by Brenda J. Ward, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.

Maxwell Rogers  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public

(Notary Seal)



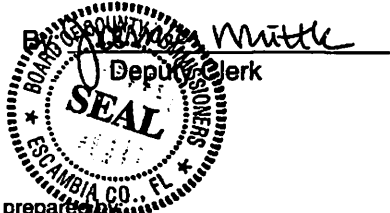
For: Board of County Commissioners of Escambia County

By: D. B. Underhill  
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

Date Executed: 8.17.2017

BCC Approved: 8.17.2017



Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 8/19/17

This instrument prepared by  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, FL 32502



Cantonment District  
110 Vaughn Avenue  
**Replace roof**  
Project Total \$5,750  
Grant Total \$2,875



**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**CANCELLATION OF LIEN**

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$1,815** executed by **Ryan W. Gerke and Britney G. Hiras**, and recorded in Official Record Book **7791** at pages **1683-1684**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Jeff Bergosh, Chairman**

ATTEST: **Pam Childers**  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_

Date: \_\_\_\_\_

*K. [Signature]*  
\_\_\_\_\_  
6/7/18

Prepared by:  
Max Rogers, AICP  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

Clerk's Original

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2017079580 10/16/2017 8:18 AM  
OFF REC BK: 7791 PG: 1683 Doc Type: L  
Recording \$18.50

9/21/2017 CA2 II-8A(3)

**Escambia County Community  
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhood and Human Services Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name(s)  
**Ryan W. Gerke and  
Britney G. Hiras**

Address of Property  
**4 Greve Court  
Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-6090-328-016**

**Total Amount of Lien**

**\$1,815**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 9/25/2017 Verified By: J. Conner

For Recipient(s):

[Signature]  
Ryan W. Gerke, Property Owner

[Signature]  
Britney G. Hiras, Property Owner

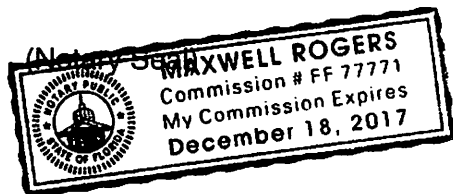
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of August, 2017 by Ryan W. Gerke, Property Owner. He () is personally known to me or () has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of August, 2017 by Britney G. Hiras, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.

[Signature]  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: [Signature]  
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court



By: [Signature]  
Deputy Clerk

Date Executed: 9/21/2017

BCC Approved: 09-21-2017

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 8/11/17

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, FL 32502



Warrington District

4 Greve Court

**Sanitary sewer  
connection**

Project Total \$3,630

Grant Total \$1,815



**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**CANCELLATION OF LIEN**

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$3,490** executed by **Margaret A. Cushing**, and recorded in Official Record Book **7782** at pages **1166-1167**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Jeff Bergosh, Chairman**

ATTEST: **Pam Childers**  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: J. H. [Signature]

Date: 9/11/18

Prepared by:  
Max Rogers, AICP  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502



6/22/2017 CAR II-64

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhood and Human Services Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name  
**Margaret A. Cushing**

Address of Property  
**108 Second Street  
Pensacola, FL 32507**

Property Reference No.  
**51-2S-30-7061-011-025**

**Total Amount of Lien**

**\$3,490**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2017074501 9/26/2017 4:16 PM  
OFF REC BK: 7782 PG: 1166 Doc Type: L  
Recording \$18.50

Verified By: *D. Carver*  
Date: *6/26/2017*

For Recipient:

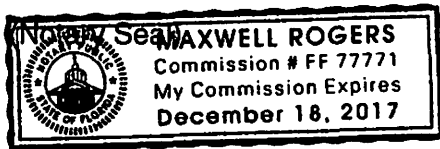
Margaret A. Cushing  
Margaret A. Cushing, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of May, 2017 by Margaret A. Cushing, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.

[Signature]  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public



For: **Board of County Commissioners of Escambia County**

By: [Signature]  
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court



[Signature]  
Deputy Clerk

Date Executed: 6/22/2017

BCC Approved: 6-22-2017

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 5/5/17

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, FL 32502



Warrington District  
108 Second Street  
**Replace roof**  
Project Total \$6,980  
Grant Total \$3,490



**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**CANCELLATION OF LIEN**

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$3,350** executed by **Lois W. Merritt**, and recorded in Official Record Book **7787** at pages **951-952**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Jeff Bergosh, Chairman**

ATTEST: **Pam Childers**  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Prepared by:  
Max Rogers, AICP  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

3/14/2017 CRA II-3(6)

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhood and Human Services Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name  
**Lois W. Merritt**

Address of Property  
**205 Northwest Syrcle Drive  
Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-6090-230-012**

**Total Amount of Lien**

**\$3,350**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Date: 3/20/2017 Verified By: *[Signature]*

For Recipient:

Lois W. Merritt  
Lois W. Merritt, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of February, 2017 by Lois W. Merritt, Property Owner. She () is personally known to me or () has produced \_\_\_\_\_ as identification.

Maxwell Rogers  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public

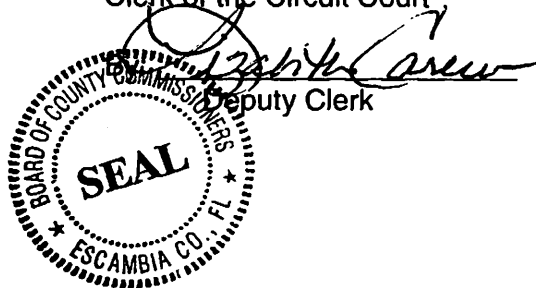


For: **Board of County Commissioners of Escambia County**  
By: D. B. Underhill  
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

Date Executed: 3/16/2017

BCC Approved: 3/16/2017



Approved as to form and legal sufficiency.  
By/Title: [Signature]  
Date: 2/10/17

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, FL 32502



Warrington District  
205 Northwest Syrcle  
Drive

**Replace roof**

Project Total \$6,700

Grant Total \$3,350



**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**CANCELLATION OF LIEN**

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$1,050** executed by **Kimberly K. Kaminski**, and recorded in Official Record Book **7782** at pages **1168-1167**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Jeff Bergosh, Chairman**

ATTEST: **Pam Childers**  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: K. Childers  
Date: 9/11/18

Prepared by:  
Max Rogers, AICP  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502



4/20/2017 CRA  
L-1A(2)

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program**

Administered By: Escambia County Neighborhood and Human Services Department  
Community Redevelopment Agency

**Lien Agreement**

Applicant Name

**Kimberly K. Kaminski**

Address of Property

**121 Southeast Kalash Road  
Pensacola, FL 32507**

Property Reference No.

**50-2S-30-6090-543-025**

**Total Amount of Lien**

**\$1,050**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2017074502 9/26/2017 4:16 PM  
OFF REC BK: 7782 PG: 1168 Doc Type: L  
Recording \$18.50

Verified By: *[Signature]*  
Date: 4/25/2017

For Recipient:

Kimberly K. Kaminski  
Kimberly K. Kaminski, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 2017 by Kimberly K. Kaminski, Property Owner. She () is personally known to me or () has produced FL Drivers Lic as identification.

[Signature]  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public



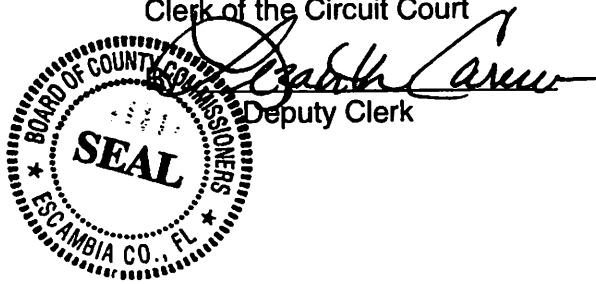
For: **Board of County Commissioners of Escambia County**

By: [Signature]  
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**  
Clerk of the Circuit Court

Date Executed: 4/20/2017

BCC Approved: 04-20-2017



Approved as to form and legal sufficiency

By/Title: [Signature]  
Date: 4/20/17

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood and Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Ste. 305  
Pensacola, FL 32502



Warrington District  
121 Southeast Kalash  
Drive

**Sanitary sewer  
connection**

Project Total \$2,100

Grant Total \$1,050





**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Budget/Finance 3.**

**Community Redevelopment Agency**

**Meeting Date:** 10/18/2018

**Issue:** Cancellation of Commercial Facade, Landscape, and Infrastructure Grant Program Liens

**From:** Tonya Gant, Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning the Cancellation of Commercial Facade, Landscape, and Infrastructure Grant Program Liens - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien:

A. Approve the following one Cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien, as the Grant recipient has met the one-year of compliance with the Commercial Façade, Landscape, and Infrastructure Grant Program:

Property Owner	Address	Amount
Navy Park, LLC	3960 Navy Boulevard	\$2,929

B. Authorize the Chairman to execute the Cancellation of Lien document.

**BACKGROUND:**

The aforementioned property owner has satisfied the one-year compliance with the Commercial Facade, Landscape, and Infrastructure Grant Program.

**BUDGETARY IMPACT:**

There will be no budgetary impact.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Senior Assistant County Attorney, has reviewed and approved the Cancellation of Lien document as to form and legal sufficiency.

**PERSONNEL:**

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff coordinates the Commercial Facade, Landscape, and Infrastructure Grant Program and all associated administrative functions.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Current practice requires Board approval for Commercial Facade, Landscape, and Infrastructure Grant Program lien cancellation.

**IMPLEMENTATION/COORDINATION:**

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for the property owner.

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**Attachments**

LienCX\_NavyParkLLC\_October2018

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STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$2,929** executed by **Navy Park, LLC**, and recorded in Official Record Book **7795** at pages **812-813**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
**Jeff Bergosh, Chairman**

ATTEST: **Pam Childers**  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Date Executed: \_\_\_\_\_

BCC Approved: \_\_\_\_\_

Approved as to form and legal  
sufficiency.

By/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Prepared by:  
Max Rogers, AICP  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place, Suite 305  
Pensacola, FL 32502

7/18/2017 CAR 17-2

**Escambia County Community Redevelopment Agency  
Commercial Façade, Landscape, and Infrastructure Grant Program  
Administered By: Escambia County Neighborhood & Human Services Department  
Community Redevelopment Agency**

**Lien Agreement**

Applicant Name	Address of Property	Property Reference No.
<b><u>Navy Park, LLC</u></b>	<b><u>3960 Navy Boulevard Pensacola, Florida 32507</u></b>	<b><u>38-2S-30-1000-010-006</u></b>

**Total Amount of Lien \$2,929**

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Commercial Façade, Landscape and Infrastructure Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Verified By: *[Signature]*  
Date: 7/20/2017

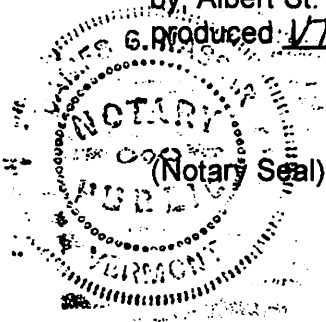
I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

[Signature]  
Albert St. Amand, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16 day of June, 2017 by, Albert St. Amand, Property Owner. He () is personally known to me or () has produced VT Driver's License as identification.



[Signature]  
Signature of Notary Public  
JAMES G NASSAR  
Printed Name of Notary Public

02/10/2019  
JAMES G NASSAR  
[Signature]  
16 June 2017  
Chitten

For: **Escambia County Board of County Commissioners**  
By: [Signature]  
**D. B. Underhill, Chairman**

Date Executed: 7/18/2017

BCC Approved: 07-18-2017

ATTORNEY **RAM CHILDERS**  
Clerk of the Circuit Court



[Signature]  
Deputy Clerk

This instrument prepared by:  
Max Rogers, AICP, Development Program Manager  
Neighborhood & Human Services Department  
Community Redevelopment Agency  
221 Palafox Place Suite 305, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 6/19/17





Before

Warrington District  
3960 Navy Boulevard

**Fencing**

Project Total \$5,859

Grant Total \$2,929



After