

AGENDA  
Escambia County  
Community Redevelopment Agency  
February 6, 2020–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, January 7, 2020 -Clara Long, Interim Neighborhood & Human Services Department Acting Director

That the Board accept for filing with the Board's Minutes, the January 7, 2020, 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 – Clara Long, Interim Neighborhood & Human Services Interim Department Director

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

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

1. The Agreements between Escambia County CRA and Jacobo A. Cruz and Lynn A. Cruz, as Trustees under a Trust Agreement Dated July 7, 2003 known as The Jacobo

& Lynn Cruz Trust, owners of residential property located at 100 Rue Max, Barrancas Redevelopment District, each in the amount of \$4,129 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement windows;

2. The Agreements between Escambia County CRA and Amber Lynn Gist, owner of residential property located at 514 Wayne Avenue, Warrington Redevelopment District, each in the amount of \$4,480 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;

3. The Agreements between Escambia County CRA and Michael J. and Allyn S. Pophin, owners of residential property located at 602 McCarroll Road, Warrington Redevelopment District, each in the amount of \$4,150 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement 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 - Clara Long, Neighborhood & Human Services Interim 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>
Richard A. Browning	110 Brandywine Road	\$5,522
Brian M. Curley, Trustee for Brian M. Curley, Trust	6 Lakewood Road	\$2,897
Brian M. Curley, Trustee for Brian M. Curley, Trust	15 Ruberia Avenue	\$3,500
Brian M. Curley, Trustee for Brian M. Curley, Trust	208 Ruberia Avenue	\$6,000
Ema Elizabeth Sanderson	216 West Sunset Avenue	\$4,250

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

3. Recommendation Concerning the Request for Subordination of Residential Rehab Grant Program Lien Agreement for property located at 308 Bryant Road – Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Request for Subordination of the Residential Rehab Grant Program Lien Agreement between Escambia County Community Redevelopment Agency and James C. and Cheryl I. Tellefson:

A. Approve the Request for Subordination of Residential Rehab Grant program Lien agreement in the amount of \$5,640, which 1-year term will expire and depreciate to zero (0) on May 29, 2020, for property located at 308 Bryant Road in the Warrington Redevelopment District to enable property owners to secure financing required to complete further improvements to the subject property; and

B. Authorize the Chairman or Vice Chairman to execute the Subordination Agreement and any related documents required to complete and implement this process including any actions that may be required of the County Attorney's office.

[Funding; N/A]

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

Adjournment.



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

**Technical/Public Service 1.**

**Community Redevelopment Agency**

**Meeting Date:** 02/06/2020

**Issue:** Community Redevelopment Agency Meeting Minutes, January 7, 2020

**From:** CLARA LONG, Acting Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, January 7, 2020 -Clara Long, Interim Neighborhood & Human Services Department Acting Director

That the Board accept for filing with the Board's Minutes, the January 7, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

**BACKGROUND:**

On February 6, 2020 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\_January72020

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**MINUTES**  
**COMMUNITY REDEVELOPMENT AGENCY**  
**January 7, 2020**  
**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  
Jeff Bergosh, Commissioner, District 1  
Robert Bender, Commissioner, District 4 - Vice Chair  
Steven Barry, Commissioner, District 5 - Chairman

Absent: Doug Underhill, Commissioner, District 2

Staff Present: Alison Rogers, County Attorney  
Janice P. Gilley, County Administrator  
Clara Long, Interim Department Director  
Melanie Johnson, Administrative Assistant

Call to Order. 9:01 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.

Motion made by Commissioner, District 3 - Chairman Lumon May, Seconded by Commissioner, District 4 - Vice Chair Robert Bender Commissioner Underhill  
Absent

**Vote:** 4 - 0

**I. Public Forum**

**II. Technical/Public Service**

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, January 7, 2020 -Clara Long, Interim Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the January 7, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 3 - Chairman Lumon May, Seconded by Commissioner, District 4 - Vice Chair Robert Bender Commissioner Underhill Absent

**Vote:** 4 - 0

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

1 Recommendation Concerning the Acceptance of CRA Donation from Gulf Coast Crime Stoppers, Inc. - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board accept the CRA donation received in the amount of \$12,500 from Gulf Coast Crime Stoppers, Inc. to support 25 LED roadway streetlights for the Oakfield CRA Phase 2 Streetlight Project. This project will provide and enhance safety measures in the Oakfield community.

[Funds will be deposited in Fund 151, CRA Donations, Cost Center 370112]

Motion made by Commissioner, District 4 - Vice Chair Robert Bender, Seconded by Commissioner, District 1 Jeff Bergosh Commissioner Underhill Absent

**Vote:** 4 - 0

2 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Clara Long, Interim 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 five Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Loice B. Jackson, owner of residential property located at 202 Edgewater Drive, Warrington Redevelopment District, each in the amount of \$4,766 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;

2. The Agreements between Escambia County CRA and Gilbert J. and Julie K. Sharp, owners of residential property located at 10 Rosea Drive, 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, replacement windows;

3. The Agreements between Escambia County CRA and Kenneth and Susanne Staruk, owners of residential property located at 16 Northwest Gilliland Road, Warrington Redevelopment District, each in the amount of \$2,475 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;

4. The Agreements between Escambia County CRA and Wanda Woods and Freddie L Woods, owners of residential property located at 6214 Vicksburg Drive, Oakfield Redevelopment District, each in the amount of \$3,486 representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;

5. The Agreements between Escambia County CRA and David A. York, owner of residential property located at 316 Bryant Road, Warrington Redevelopment District, each in the amount of \$2,675 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof; 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 3 - Chairman Lumon May, Seconded by Commissioner, District 1 Jeff Bergosh Commissioner Underhill Absent

**Vote:** 4 - 0

3 Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Clara Long, Interim 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 three 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>
Patricia A. Finley	304 Southeast Kalash Road	\$6,000
Sean B. Loudon	403 Northwest Syrcle Drive	\$4,795
Amron Properties, LLC	805 Arlington Street	\$2,695

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

Motion made by Commissioner, District 1 Jeff Bergosh, Seconded by Commissioner, District 3 - Chairman Lumon May Commissioner Underhill Absent

**Vote:** 4 - 0



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

##### **Concern for the CRA from D3 Commissioner May:**

- Installment of Lights in the Oakwood District
- 2020 Requirements of the 4 hour Ethics Training
- Update of the CRA Board Member Training
- CRA Websites
- BCC Elected Board Training / Meeting
- Advisory CRA Board - CRA Enterprise Board

Adjournment. 9:06 a.m.



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

**Budget/Finance 1.**

**Community Redevelopment Agency**

**Meeting Date:** 02/06/2020

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

**From:** CLARA LONG, Acting Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Clara Long, Interim Neighborhood & Human Services Interim Department Director

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

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

1. The Agreements between Escambia County CRA and Jacobo A. Cruz and Lynn A. Cruz, as Trustees under a Trust Agreement Dated July 7, 2003 known as The Jacobo & Lynn Cruz Trust, owners of residential property located at 100 Rue Max, Barrancas Redevelopment District, each in the amount of \$4,129 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement windows;

2. The Agreements between Escambia County CRA and Amber Lynn Gist, owner of residential property located at 514 Wayne Avenue, Warrington Redevelopment District, each in the amount of \$4,480 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;

3. The Agreements between Escambia County CRA and Michael J. and Allyn S. Pophin, owners of residential property located at 602 McCarroll Road, Warrington Redevelopment District, each in the amount of \$4,150 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement 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 February 6, 2020 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. Jacobo A. Cruz and Lynn A. Cruz, Barrancas TIF, Cost Center 370116, in the amount of \$4,129
2. Amber Lynn Gist, Warrington TIF, Cost Center 370114, in the amount of \$4,480
3. Michael J. and Allyn S. Pophin, Warrington TIF, Cost Center 370114, in the amount of \$4,150

**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\_100 Rue Max Avenue\_February2020

Agreement\_514 Wayne Avenue\_February2020

Agreement\_602 McCarroll Road\_February2020

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

THIS FUNDING AGREEMENT is made and entered into this 6<sup>th</sup> day of February 2020, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Jacobo A. Cruz and Lynn A. Cruz, as Trustees under a Trust Agreement Dated July 7, 2003 known as The Jacobo & Lynn Cruz Trust (the "Recipients"), owners of residential property located at 100 Rue Max 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 maximum amount of **\$4,129**, 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 **\$4,129** which shall be comprised of a cash contribution of **\$4,129**.
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 **6<sup>th</sup>** day of **February 2020**, and the Project shall be complete on or before the **6<sup>th</sup>** day of **May 2020**, (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  
Pensacola, Florida 32502

Recipient:

Jacobo A. Cruz and Lynn A. Cruz,  
as Trustees under a Trust Agreement  
Dated July 7, 2003 known as The  
Jacobo & Lynn Trust  
100 Rue Max 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: \_\_\_\_\_  
**Steven Barry, Chairman**

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

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

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

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

(SEAL)

Approved as to form and legal sufficiency.

For Recipient:

By/Title: J. A. Cruz  
Date: 12/19/19

\_\_\_\_\_  
**Jacobo A. Cruz, Property Owner**

\_\_\_\_\_  
**Lynn A. Cruz, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of December, 2019 by Jacobo A. Cruz, Property Owner. He ( ) is personally known to me or (  ) has produced FL DL Exp. 1-26-24 as identification.

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of December, 2019 by Lynn A. Cruz, Property Owner. She ( ) is personally known to me or (  ) has produced FL DL Exp. 6-6-20 as identification.

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

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



**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Jacobo A. Cruz and Lynn A. Cruz, as Trustees under a Trust Agreement Dated July 7, 2003 known as The Jacobo & Lynn Cruz Trust**

Property Address: **100 Rue Max Avenue, 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>Jacobo A. Cruz and Lynn A. Cruz, as Trustees under A Trust Agreement dated July 7, 2003 known as The Jacobo &amp; Lynn Cruz Trust</u></b>	Address of Property <b><u>100 Rue Max Avenue Pensacola, FL 32507</u></b>	Property Reference No. <b><u>50-2S-30-5012-008-029</u></b>
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**Total Amount of Lien** **\$4,129**

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]  
Jacob A. Cruz, Property Owner

[Signature]  
Lynn A. Cruz, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

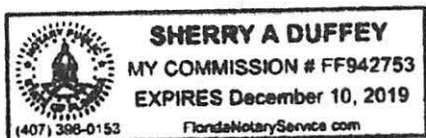
The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of December, 2019 by Jacobo A. Cruz, Property Owner. He ( ) is personally known to me or (  ) has produced FL DL exp. 1-26-26 as identification.

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of December, 2019 by Lynn A. Cruz, Property Owner. He ( ) is personally known to me or (  ) has produced FL DL exp. 6-6-20 as identification.

[Signature]  
Signature of Notary Public

(Notary Seal)

Sherry Duffey  
Printed Name of Notary Public



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

By: \_\_\_\_\_  
**Steven Barry, Chairman**

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

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

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

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

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 12/19/19

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

Before (taken 11/25/2019)



## **Replacement Windows**

**100 Rue Max Avenue – Jacobo A. Cruz and Lynn A. Cruz,  
as Trustees under a Trust Agreement Dated July 7, 2003  
known as The Jacobo & Lynn Trust**

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

THIS FUNDING AGREEMENT is made and entered into this 6<sup>th</sup> day of February 2020, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Amber Lynn Gist, (the "Recipient"), owner of residential property located at 514 Wayne 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 \$4,480, 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 \$4,480, which shall be comprised of a cash contribution of \$4,480.
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 6<sup>th</sup> day of February 2019, and the Project shall be complete on or before the 6<sup>th</sup> day of May 2020, (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:

Amber Lynn Gist  
514 Wayne 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: \_\_\_\_\_  
**Steven Barry, Chairman**

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

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

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

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

(SEAL)

For Recipient: \_\_\_\_\_  
*[Signature]*  
**Amber Lynn Gist, Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of December, 2019 by Amber Lynn Gist, Property Owner. She ( ) 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: [Signature]  
Date: 12/13/19

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Amber Lynn Gist**

Property Address: **514 Wayne 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**  
**Amber Lynn Gist**  
**A Single Woman**

**Address of Property**  
**514 Wayne Avenue**  
**Pensacola, FL 32507**

**Property Reference No.**  
**35-2S-31-1000-007-152**

**Total Amount of Lien**

**\$4,480**

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]  
Amber Lynn Gist, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of December, 2019 by Amber Lynn Gist, 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: \_\_\_\_\_  
**Steven Barry, 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: 12/17/19

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

Before (photo taken 12/17/2019)



**Replacement roof**

**514 Wayne Avenue – Amber Lynn Gist**

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

THIS FUNDING AGREEMENT is made and entered into this 6<sup>th</sup> day of February 2020, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Michael J. and Allyn S. Pophin, (the "Recipient(s)"), owner of residential property located at 602 McCarroll 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 **\$4,150**, 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 **\$4,150**, which shall be comprised of a cash contribution of **\$4,150**.
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 **6<sup>th</sup>** day of **February 2020**, and the Project shall be complete on or before the **6<sup>th</sup>** day of **May 2020**, (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.

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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.

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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(s):

Michael J. and Allyn S. Pophin  
602 McCarroll 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: \_\_\_\_\_  
**Steven Barry, Chairman**

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

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

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

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

(SEAL)

For Recipients:

\_\_\_\_\_  
**Michael J. Pophin, Property Owner**

\_\_\_\_\_  
**Allyn S. Pophin, Property Owner**

Approved as to form and legal sufficiency

By/Title: \_\_\_\_\_  
Date: 12/31/19

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of December, 2019 by Michael J. Pophin, Property Owner. He ( ) is personally known to me or (  ) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of December, 2019 by Allyn S. Pophin, Property Owner. She ( ) is personally known to me or ( ) has produced FL Drivers Lic as identification.



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

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Michael J. and Allyn S. Pophin**  
Property Address: **602 McCarroll 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)

**Michael J. Pophin and  
Allyn S. Pophin  
Husband and Wife**

Address of Property

**602 McCarroll Road  
Pensacola, FL 32507**

Property Reference No.

**50-2S-30-7000-001-006**

**Total Amount of Lien**

**\$4,150**

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):

[Signature]

Michael J. Pophin, Property Owner

[Signature]

Allyn S. Pophin, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of December, 2019 by Michael J. Pophin, Property Owner. He ( ) is personally known to me or (  ) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of December, 2019 by Allyn S. Pophin, 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: Steven Barry, Chairman

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

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

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

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

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

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 12/3/15

Before (photo taken 11/26/19)



**Replacement roof**

**602 McCarroll Road – Michael J. and Allyn S. Pophin**



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

**Budget/Finance 2.**

**Community Redevelopment Agency**

**Meeting Date:** 02/06/2020

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

**From:** CLARA LONG, Acting Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Clara Long, Neighborhood & Human Services Interim 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>
Richard A. Browning	110 Brandywine Road	\$5,522
Brian M. Curley, Trustee for Brian M. Curley, Trust	6 Lakewood Road	\$2,897
Brian M. Curley, Trustee for Brian M. Curley, Trust	15 Ruberia Avenue	\$3,500
Brian M. Curley, Trustee for Brian M. Curley, Trust	208 Ruberia Avenue	\$6,000
Ema Elizabeth Sanderson	216 West Sunset Avenue	\$4,250

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.

---

**Attachments**

LienCX\_Browning\_February2020

LienCX\_Curley\_February2020

LienCX\_Curley\_February2020

LienCX\_Curley\_February2020

LienCX\_Sanderson\_February2020

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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 **\$5,522** executed by **Richard A. Browning** and recorded in Official Record Book **8028** at page **475**, 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: \_\_\_\_\_  
**Steven Barry, 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: 12/11/19

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

9/20/18 CAPS-22 (2-B)

**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)  
**Richard A. Browning**

Address of Property  
**110 Brandywine Road  
Pensacola, FL 32507**

Property Reference No.  
**50-2S-30-5010-022-020**

**Total Amount of Lien**

**\$5,522**

*Date: 9/21/18 Verified By: [Signature]*

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):

Richard A. Browning, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of August, 2018 by Richard A. Browning, Property Owner. He () is personally known to me or () has produced FL DL Exp as identification.

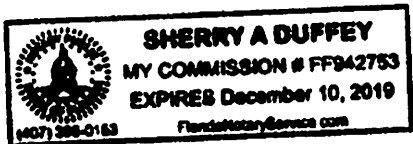
2-26-25

Sherry Duffey

Signature of Notary Public

(Notary Seal)

Sherry Duffey  
Printed Name of Notary Public



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

By: Jeff Bergosh, Chairman



**PAM CHILDERS**  
Clerk of the Circuit Court

By: [Signature]  
Deputy Clerk

Date Executed: 9/20/18

BCC Approved: 09-20-2018

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: 8/14/18





Barrancas District  
Richard A. Brownsing  
710 Brandywine Road  
**Replacement Roof**  
Project Total \$11,045  
Grant Total \$5,522



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 \$2,897 executed by Brian M. Curley, Trustee for Brian M. Curley, Trust, and recorded in Official Record Book 8028 at page 469 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: \_\_\_\_\_  
**Steven Barry, 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. H. Baker  
Date: 12/11/19

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

10/18/2018 CAR II-1

**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

**6 Lakewood Road  
Pensacola, FL 32507**

Property Reference No.

**59-2S-30-1000-010-015**

**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.

Date: 10/22/2018 Verified By: *A. Carraw*

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 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.

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  
Jeff Bergosh, Chairman

ATTEST: RAM CHILDERS  
Clerk of the Circuit Court  
Ram Childers  
Deputy Clerk

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

Date Executed: 10/18/2018

BCC Approved: 10/18/2018

Approved as to form and legal sufficiency.  
By/Title: [Signature]  
Date: 8/25/18



Before

Barrancas District

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

6 Lakewood Road

**Replacement Roof**

Project Total \$5,793

Grant Total \$2,897



After

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 **\$3,500** executed by **Brian M. Curley, Trustee for Brian M. Curley, Trust**, and recorded in Official Record Book **8028** at page **471**, 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: \_\_\_\_\_  
**Steven Barry, 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: 12/11/19

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

10/18/2018 CAR II-1

**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.

Date: 10/27/2018 Verified By: *B. Curley*

For Recipient(s):

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

STATE OF FLORIDA  
COUNTY OF ESCAMBBIA

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

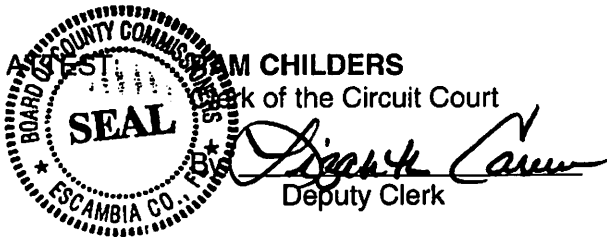
(Notary Seal)

Sherry Duffey  
Printed Name of Notary Public



For: Board of County Commissioners of Escambia County

By: Jeff Bergosh, Chairman



Date Executed: 10/18/2018

BCC Approved: 10/18/2018

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 Childers  
Date: 8/29/18





Barrancas District

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

15 Ruberia Avenue

**Replacement Roof**

Project Total \$7,000

Grant Total \$3,500



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 **\$6,000** executed by **Brian M. Curley, Trustee for Brian M. Curley, Trust**, and recorded in Official Record Book **8031** at page **44**, 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: \_\_\_\_\_  
**Steven Barry, 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: 12/11/19

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

1/20/18 CAAT-22 (4-B)

**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**  
**208 Ruberia Avenue**  
**Pensacola, FL 32507**

**Property Reference No.**  
**59-2S-30-1000-019-008**


**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.

Date: 1/21/18  
Verified By: 

For Recipient(s):

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

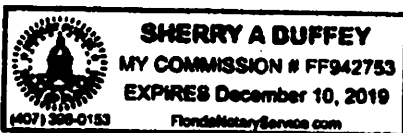
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20<sup>th</sup> 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, Florida

By: Jeff Bergesh, Chairman

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court  
Pam Childers  
Deputy Clerk

Date Executed: 9/20/18

BCC Approved: 09-20-2018

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: Kathleen SACA  
Date: 8/15/18



Barrancas District

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

208 Ruberia Avenue

**Replacement Roof and Total  
Electrical Rewiring**

Project Total \$12,960

Grant Total \$6,000



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 **\$4,250** executed by **Ema Elizabeth Sanderson**, and recorded in Official Record Book **8028** at page **473** 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: \_\_\_\_\_  
**Steven Barry, 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: E. Huelson  
Date: 12/11/19

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

9/20/18 CRA 22(5-B)

**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**  
**Ema Elizabeth Sanderson**

**Address of Property**  
**216 West Sunset Avenue**  
**Pensacola, FL 32507**

**Property Reference No.**  
**50-2S-30-6060-269-013**

**Total Amount of Lien**

**\$4,250**

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: 9/20/18 Verified By: 

For Recipient:

Em. Elizabeth Sanderson  
Emma Elizabeth Sanderson, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of August, 2018 by Emma Elizabeth Sanderson, 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]  
**Jeff Bergosh, Chairman**



**FAM CHILDERS**  
Clerk of the Circuit Court  
[Signature]  
Deputy Clerk

Date Executed: 9/20/18

BCC Approved: 09-20-2018

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 8/20/18

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





Before

Warrington District  
Ema Elizabeth Sanderson  
216 West Sunset Avenue

**Replacement Roof**

Project Total \$8,500

Grant Total \$4,250



After



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

**Budget/Finance 3.**

**Community Redevelopment Agency**

**Meeting Date:** 02/06/2020

**Issue:** Request for Subordination of Residential Rehab Grant Program Lien Agreement

**From:** CLARA LONG, Acting Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning the Request for Subordination of Residential Rehab Grant Program Lien Agreement for property located at 308 Bryant Road – Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Request for Subordination of the Residential Rehab Grant Program Lien Agreement between Escambia County Community Redevelopment Agency and James C. and Cheryl I. Tellefson:

A. Approve the Request for Subordination of Residential Rehab Grant program Lien agreement in the amount of \$5,640, which 1-year term will expire and depreciate to zero (0) on May 29, 2020, for property located at 308 Bryant Road in the Warrington Redevelopment District to enable property owners to secure financing required to complete further improvements to the subject property; and

B. Authorize the Chairman or Vice Chairman to execute the Subordination Agreement and any related documents required to complete and implement this process including any actions that may be required of the County Attorney's office.

[Funding; N/A]

**BACKGROUND:**

On February 7, 2019 the Board approved the Residential Rehab Grant Program Funding and Lien Agreements in the amount of \$5,640 for property located at 308 Bryant Road for James C. and Cheryl I. Tellefson for replacement of a roof in the Warrington Redevelopment District. The property owners agree that the improvements will remain in place for for a period of 1 year from the date of the executed Lien Agreement Recorded in the Public Records. The property owners are requesting to subordinate the approved

Residential Rehab Grant program Lien Agreement to secure financing required to complete further improvements to the subject property. The 1 year Residential Rehab Lien Agreement for property located at 308 Bryant Road in the Warrington Redevelopment District will automatically expire and depreciate to zero on May 29, 2020. A copy of the Subordination Agreement is attached.

**BUDGETARY IMPACT:**

There is no Budgetary Impact based on this action.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Subordination Agreement has been reviewed and approved as to form and legal sufficiency by Kristin Hual, Senior Assistant County Attorney.

**PERSONNEL:**

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle the process in-house.

**POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required to subordinate the Residential Rehab Grant Program Lien Agreement.

**IMPLEMENTATION/COORDINATION:**

NHS/CRA staff, in coordination with the property owners, will handle the implementation process.

---

**Attachments**

Subordination Agreement

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**Prepared by and Return to Charlyne Kilpatrick,  
an employee of First International Title, Inc.  
4300 Bayou Blvd, Ste 7  
Pensacola, FL 32503**

File No.: 157771-58

**SUBORDINATION AGREEMENT**

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Escambia County Board of County Commissioners, acting in its capacity as the Escambia County Community Redevelopment Agency, whose address is 221 Palafox Place, Ste 305, Pensacola, FL 32502, herein referred to as “Escambia County” or the “Mortgagee”, herein recited and declares that: Escambia County, the owner and holder of an existing note, secured by a certain Lien Agreement, made by James C. Tellefson and Cheryl I. Tellefson, dated November 20, 2018, and recorded May 29, 2019, in Official Records Book 8101 at Page 1806 in the Public Records of Escambia County, State of Florida, agrees to subordinate the lien covering the following described property (the “Property”):

Lot 178, Block 10, NAVY POINT, according to the Plat thereof, recorded in Plat Book 1, Page(s) 100 of the Public Records of Escambia County, Florida.

Pen Air Federal Credit Union, herein referred to as “Lender” has made or is about to make a loan to Mortgagors James C. Tellefson and Cheryl I. Tellefson. In connection therewith, James C. Tellefson and Cheryl I. Tellefson have or will execute a note in the amount of One Hundred Twenty Thousand and no/100 (\$120,000.00) secured by a mortgage on the Property.

To induce Lender to make such loan, it is necessary that the mortgage held by the Mortgagee be subordinated to the lien of the mortgage made or about to be made to Lender as above set forth.

For the reasons set forth above, and in consideration of the mutual covenant and promises of the parties hereto, and any additional consideration paid, if any, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Subordination: Mortgagee hereby covenants, consents and agrees that the above described mortgage held by the mortgagee is and shall continue to be subject to and subordinate to the lien of the mortgage made or about to be made to Lender as described above, including any portion of the Lender’s lien which relates to any future disbursements made by the Lender to the Borrowers or their successor(s) in interest.
2. Mortgagee hereby further covenants, consents and agrees: (1) this Subordination Agreement is the complete agreement between the Parties; (2) this Subordination Agreement is unconditional; (3) Mortgagee is not relying upon any agreement and/or representations outside of the Subordination Agreement; (4) this Subordination shall not be adversely affected by any future change in circumstances or default or any obligation; and (5) this Subordination Agreement is a complete Subordination of Mortgagee’s mortgage lien described above to all-amounts and obligations secured by the lien of the mortgage to the Lender described above.
3. Consideration: The Mortgagee hereby acknowledges the sufficiency of the consideration given for this Subordination Agreement and acknowledges that this consideration is sufficient even if the consideration is not in the form of a payment of money.

4. Binding effect: This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors, and assigns of the parties hereto. This Subordination Agreement shall supersede all prior agreements, if any.
5. The parties confirm that they understand and are well informed as to the obligations under this Subordination Agreement and that they have had the opportunity to seek their own legal counsel.
6. This Agreement shall be interpreted according to the laws of the State of Florida. All parties to the Agreement have participated in the negotiation of this Agreement, and accordingly, this Agreement shall not be more strictly construed against any one of the parties thereto.

In Witness Whereof, the parties have executed this agreement on the date first referenced above.

Mortgagee: Escambia County Board of County Commissioners

By: \_\_\_\_\_  
Steven Barry, Chairman

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

Attest: Pam Childers  
Clerk of the Circuit Court

Approved as to form and legal sufficiency

By/Title: \_\_\_\_\_  
Date: 1/31/20

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

[SEAL]

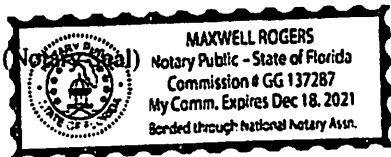
Property Owner: \_\_\_\_\_  
James C. Tellefson

Property Owner: \_\_\_\_\_  
Cheryl I Tellefson

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 31<sup>st</sup> day of January, 2020, by James C. Tellefson, Property Owner. He  is personally known to me, or  has produced \_\_\_\_\_ as identification.

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 31<sup>st</sup> day of January, 2020, by Cheryl I. Tellefson, Property Owner. She  is personally known to me, or  has produced \_\_\_\_\_ as identification.



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

MINUTES – FEBRUARY 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Continued...

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

<b>Motion:</b> Move the balance
<b>For Information:</b> The "balance" refers to Items 1 through 25, with the exception of Item 20, which was held for a separate vote, as amended to drop Item 10.
<b>Made by:</b> Commissioner Bergosh
<b>Seconded by:</b> Commissioner Bender
<b>Disposition:</b> Carried 4-0, with Commissioner Underhill having left the meeting

4. Recommendation: That the Board ratify the following February 7, 2019, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approving the following 18 Residential Rehab Grant Program Funding and Lien Agreements:

- (1) The Agreements between Escambia County CRA and Lynnemarie Prock, Trust, owner of residential property located at 8 Elegans Avenue, Barrancas Redevelopment District, each in the amount of \$4,043, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement roof and storm shutter installation;
- (2) The Agreements between Escambia County CRA and Lynnemarie Prock, Trust, owner of residential property located at 9 Rosea Drive, Barrancas Redevelopment District, each in the amount of \$4,335, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement roof and storm shutter installation;
- (3) The Agreements between Escambia County CRA and Marilyn R. Mulvey, owner of residential property located at 602 Lakewood Road, 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, replacement windows;

(Continued on Page 18)

MINUTES – FEBRUARY 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Continued...

A. Continued...

- (4) The Agreements between Escambia County CRA and Ladybug Ventures, LLC, owner of residential property located at 4 Greve Road, Warrington Redevelopment District, each in the amount of \$5,705, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;
- (5) The Agreements between Escambia County CRA and Patricia L. Greene, owner of residential property located at 309 Payne Road, Warrington Redevelopment District, each in the amount of \$2,700, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;
- (6) The Agreements between Escambia County CRA and John R. Ryan, owner of residential property located at 107 Payne Road, Warrington Redevelopment District, each in the amount of \$2,397, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;
- (7) The Agreements between Escambia County CRA and James C. and Cheryl I. Tellefson, owners of residential property located at 308 Bryant Road, Warrington Redevelopment District, each in the amount of \$5,640, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;
- (8) The Agreements between Escambia County CRA and Norman D. and Virginia A. Boyd, owners of residential property located at 601 Pelham Road, Warrington Redevelopment District, each in the amount of \$2,750, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;
- (9) The Agreements between Escambia County CRA and David Joe Marcum and Sandra Elaine Klihl Marcum, owners of residential property located at 116 Southeast Gilliland Road, Warrington Redevelopment District, each in the amount of \$5,950, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;

(Continued on Page 19)

MINUTES – FEBRUARY 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Continued...

A. Continued...

- (10) The Agreements between Escambia County CRA and Jay A. Yedrysek, owner of residential property located at 209 Greve Road, Warrington Redevelopment District, each in the amount of \$2,707, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;
- (11) The Agreements between Escambia County CRA and David Toellner, owner of residential property located at 310 Payne 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, replacement windows;
- (12) The Agreements between Escambia County CRA and Anthony B. and Michael J. Bosso, owners of residential property located at 110 Shasta 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, electrical rewiring upgrade and central heating and air conversion;
- (13) The Agreements between Escambia County CRA and Jerry R. and Jan M. Robbins, owners of residential property located at 209 Baublits Road, Warrington Redevelopment District, each in the amount of \$3,750, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;
- (14) The Agreements between Escambia County CRA and Ronald F. and Joan P. Olmstead, owners of residential property located at 17 Audusson Avenue, Barrancas Redevelopment District, each in the amount of \$4,133, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement roof and replacement windows;

(Continued on Page 20)



MINUTES – FEBRUARY 7, 2019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Continued...

A. Continued...

- (15) The Agreements between Escambia County CRA and Michael J. Bosso, owner of residential property located at 116 South Second Street, Warrington Redevelopment District, each in the amount of \$4,709, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof and central heating and air conversion;
- (16) The Agreements between Escambia County CRA and Phillip A. and Cheryl E. Pollock, owners of residential property located at 222 Payne Road, Warrington Redevelopment District, each in the amount of \$4,020, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, total electrical rewiring upgrade and central heating and air conversion;
- (17) The Agreements between Escambia County CRA and Lavada Jean Walden, owner of residential property located at 220 Betty Road, Barrancas Redevelopment District, each in the amount of \$4,462, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement roof; and
- (18) The Agreements between Escambia County CRA and Gary S. Slocum, owner of residential property located at 6 Earl Court, Warrington Redevelopment District, each in the amount of \$3,502, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof; and

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

<b>Motion:</b> Move the balance
<b>For Information:</b> The "balance" refers to Items 1 through 25, with the exception of Item 20, which was held for a separate vote, as amended to drop Item 10.
<b>Made by:</b> Commissioner Bergosh
<b>Seconded by:</b> Commissioner Bender
<b>Disposition:</b> Carried 4-0, with Commissioner Underhill having left the meeting