

AGENDA
Escambia County
Community Redevelopment Agency
March 7, 2019–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, February 7, 2019 - Tonya Green, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the February 7, 2019, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

III. Budget/Finance

1. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Tonya Green, 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 four Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Mary M. Dodd, owner of residential property located at 1 Park Drive, 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 roof and central heat and air conversion;

2. The Agreements between Escambia County CRA and Thomas J. Clayton, owner of residential property located at 1 Greve Road, Warrington Redevelopment District, each in the amount of \$4,365 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 Richard R. and Charlotte L. Birge, owners of residential property located at 101 Edgewater Drive, Warrington Redevelopment District, each in the amount of \$3,212 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 Noeline M. Emmons, owner of residential property located at 303 Gilliland Road, Warrington Redevelopment District, each in the amount of \$5,557 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows; and

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

2. Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Tonya Green, 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 eight Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Rehab Grant Program:

Property Owners	Address	Amount
Willis Cornelius and Connie Faye Fails	1716 West Saint Joseph Street	\$2,080
Belinda G. Glencoe	8809 Chisholm Road	\$4,787
Brenda Joyce Greene	2570 Brooklyn Street	\$2,640
Derryl D. Kidder	4 Audusson Avenue	\$2,775
Naybor Properties, LLC	804 Lakewood Road	\$3,115
John R. Ryan	104 Southeast Gilliland Road	\$2,850
Susan Smith	429 Baublits Court	\$4,397
Robert E. Tarrant, Jr.	2275 Berg Street	\$6,000

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

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

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

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

Property Owner	Address	Amount
Tzy-Yn & Michael M. Hua	847 North Navy Boulevard	\$3,017

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

4. Recommendation Concerning the Authorization for Tax Deed Bidding for 3822 Frontera Circle - Tonya Green, Neighborhood & Human Services Department Director

That the Board take the following action concerning the authorization for Tax Deed bidding for 3822 Frontera Circle:

A. Authorize the Neighborhood & Human Services Department Director, or designee, to be an authorized bidder for the April 1, 2019, Tax Deed sale for the purpose of acquiring 3822 Frontera Circle with an open bid amount of \$2,313.73; and

B. Approve a maximum bid in the amount of \$10,000.

[Funding sources: Fund 151, CRA Brownsville, Cost Center 370113, Object Code 56101]

IV. Discussion/Information Items

Adjournment.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Technical/Public Service 1.

Community Redevelopment Agency

Meeting Date: 03/07/2019

Issue: Community Redevelopment Agency Meeting Minutes, February 7, 2019

From: TONYA GREEN, Neighborhood & Human Services Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, February 7, 2019 - Tonya Green, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the February 7, 2019, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:

On March 7, 2019 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.

Attachments

CRAMinutes_February2019



MINUTES
COMMUNITY REDEVELOPMENT AGENCY
February 7, 2019
9:00 a.m.

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

Present: Lumon May, Commissioner, District 3 - Chairman
Doug Underhill, Commissioner, District 2
Robert Bender, Commissioner, District 4
Steven Barry, Commissioner, District 5
Jeff Bergosh, Commissioner, District 1

Staff Present: Alison Rogers, County Attorney
Amy Lovoy, Interim County Administrator
Tonya Green, Department Director
Clara Long, Division Manager
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.

I. Public Forum

II. Technical/Public Service

- 1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, October 18, 2018 Tonya Green, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the October 18, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie

Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 5 Steven Barry, Seconded by
Commissioner, District 2 Doug Underhill

Vote: 5 - 0

III. Budget/Finance

1 Recommendation Concerning Rescinding Residential Rehab Grant Program Funding and Lien Agreements for Property Located at 1701 Gulf Beach Highway - Tonya Green. Neighborhood & Human Services Department Director

That the Board rescind, due to the owners' request to terminate the Funding and Lien Agreements, the following Board's action of November 30, 2017, concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1701 Gulf Beach Highway:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Vicky L. Weeks, owner of residential property located at 1701 Gulf Beach Highway, Warrington Redevelopment District, each in the amount of \$5,841, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for a replacement of windows; and

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

Motion made by Commissioner, District 2 Doug Underhill, Seconded by
Commissioner, District 1 Jeff Bergosh

Vote: 5 - 0

2 Recommendation Concerning Rescinding Residential Rehab Grant Program Funding and Lien Agreements for Property Located at 424 Gibbs Road - Tonya Green. Neighborhood & Human Services Department Director

That the Board rescind, due to the owners' request to terminate the Funding and Lien Agreements, the following Board's action of October 18, 2018, concerning the Residential Rehab Grant Program Funding and Lien Agreement for the property located at 424 Gibbs Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Joseph M. Baudendistel, owner of residential property located at 424 Gibbs Road, Warrington Redevelopment District, each in the amount of \$4,375, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for a electrical rewiring upgrade; and

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

Motion made by Commissioner, District 2 Doug Underhill, Seconded by
Commissioner, District 1 Jeff Bergosh

Vote: 5 - 0

3 Recommendation Concerning Residential Rehab Grant Program Funding and Lien
Agreements – Tonya Green, 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 eighteen 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;
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 Klihn 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;

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;

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;

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. 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 2 Doug Underhill, Seconded by Commissioner, District 5 Steven Barry

Vote: 5 - 0

4 Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Tonya Green, 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 eighteen Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Rehab Grant Program:

Property Owners	Address	Amount
Geoffrey M. Brown	26 Kennington Drive	\$1,995
Susan A. Burroughs	214 Bill Place	\$1,950
Cheryl R. Cooksey	314 Bryant Road	\$3,909
Lori Cooper	212 Brown Road	\$4,045
Lynwood V., Jr. and Vicki A. Fletcher	632 Lakewood Road	\$6,000
John T. Harp	1103 North Old Corry Field Road	\$5,036
Cheryl J. Holbert	208 West Sunset Avenue	\$1,760
Mary Gail Parkton	8424 Forge Place	\$3,000
Connie Rossvanes	811 Gordon Avenue	\$6,000
Glen C. Sefcik	307 Lakewood Road	\$4,537

Daniel E. and Catherin M. Storey	507 Northwest Syrcle Drive	\$2,050
Marjory Tandy	308 Ruberia Avenue	\$2,750
Travelstar Properties, LLC	513 Lakewood Road	\$2,900
Ren and Sheng Enterprises, LLC	508 Edgewater Drive	\$4,448
Susan W. Combs	610 Chaseville Street	\$3,650
Grace R. Amell	3219 Bayshore Square	\$5,934
Vernon T. Washington	3400 Hernandez Street	\$2,520
Gary J. Langhammer and Mallie W. Langhammer	15 Lieutenant Street	\$2,660

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

Motion made by Commissioner, District 2 Doug Underhill, Seconded by Commissioner, District 5 Steven Barry

Vote: 5 - 0

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

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

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

Property Owner	Address	Amount
Eugene S. Kerr	3912 Barrancas Avenue	\$9,998
Nedal Mohammad	3706 Navy Boulevard	\$10,000

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

Motion made by Commissioner, District 2 Doug Underhill, Seconded by Commissioner, District 5 Steven Barry

Vote: 5 - 0

IV. Discussion/Information Items

Adjournment.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Budget/Finance 1.

Community Redevelopment Agency

Meeting Date: 03/07/2019

Issue: Residential Rehab Grant Program Funding and Lien Agreements

From: TONYA GREEN, Neighborhood & Human Services Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Tonya Green, 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 four Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Mary M. Dodd, owner of residential property located at 1 Park Drive, 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 roof and central heat and air conversion;

2. The Agreements between Escambia County CRA and Thomas J. Clayton, owner of residential property located at 1 Greve Road, Warrington Redevelopment District, each in the amount of \$4,365 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 Richard R. and Charlotte L. Birge, owners of residential property located at 101 Edgewater Drive, Warrington Redevelopment District, each in the amount of \$3,212 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 Noeline M, Emmons, owner of residential property located at 303 Gilliland Road, Warrington Redevelopment District, each in the amount of \$5,557 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows; 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 March 7, 2019 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. Mary M. Dodd, Warrington TIF, Cost Center 370114, in the amount of \$6,000
2. Thomas J. Clayton, Warrington TIF, Cost Center 370114, in the amount of \$4,365
3. Richard R. and Charlotte L. Birge, Warrington TIF, Cost Center 370114, in the amount of \$3,212
4. Noeline M. Emmons, Warrington TIF, Cost Center 370114, in the amount of \$5,557

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.

Attachments

Agreement_1 Park Drive_March2019

Agreement_1 Greve Road_March2019

Agreement_101 Edgewater Drive_March2019

Agreement_303 Gilliland Road_March2019

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

THIS FUNDING AGREEMENT is made and entered into this 7th day of March 2019, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Mary M. Dodd, (the "Recipient"), owner of residential property located at 1 Park Drive, Pensacola, Florida, 32507.

WITNESSETH:

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

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **\$6,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of **\$6,000**, which shall be comprised of a cash contribution of **\$6,000**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 7th day of March 2019, and the Project shall be complete on or before the 7th day of June 2019, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

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

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

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

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

County:

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

Recipient:

Mary M. Dodd
1 Park Drive
Pensacola, FL 32507

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

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

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

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

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

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

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

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

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

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

By: _____
Lumon J. May, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Mary M. Dodd
Mary M. Dodd, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of January, 2019 by Mary M. Dodd, 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

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 1/14/19

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Mary M. Dodd**

Property Address: **1 Park Drive, Pensacola, Florida, 32507**

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

Replacement roof and central heating and air conversion.

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
Mary M. Dodd

Address of Property
1 Park Drive
Pensacola, FL 32507

Property Reference No.
50-2S-30-5060-051-001

Total Amount of Lien

\$6,000

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

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

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

For Recipient:

Mary M. Dodd
Mary M. Dodd, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of January, 2019 by Mary M. Dodd, Property Owner. She () is personally known to me or (☒) has produced FL Drivers License as identification.



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

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

By: _____
Lumon J. May, 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: 1/14/19

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



**Replacement roof and central heating and air
conversion**

1 Park Drive – Mary M. Dodd

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

THIS FUNDING AGREEMENT is made and entered into this 7th day of March 2019, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Thomas J. Clayton, (the "Recipient"), owner of residential property located at 1 Greve 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 \$4,365, 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 \$4,365, which shall be comprised of a cash contribution of \$4,365.
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 7th day of March 2019, and the Project shall be complete on or before the 7th day of June 2019, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

County:

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

Recipient:

Thomas J. Clayton
1 Greve 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: _____
Lumon J. May, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: _____
Date: _____

For Recipient:

Thomas J. Clayton
Thomas J. Clayton, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of February, 2019 by Thomas J. Clayton, Property Owner. She () is personally known to me or (X) has produced FL Drivers Lic as identification.



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

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Thomas J. Clayton**

Property Address: **1 Greve 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
Thomas J. Clayton

Address of Property
1 Greve Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-300-015

Total Amount of Lien

\$4,365

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:

Thomas J. Clayton
Thomas J. Clayton, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of February, 2019 by Thomas J. Clayton, 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: _____
Lumon J. May, 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: 2/1/19

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



Replacement roof

1 Greve Road – Thomas J. Clayton

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

THIS FUNDING AGREEMENT is made and entered into this 7th day of March 2019, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Richard R. and Charlotte L. Birge, (the "Recipient(s)"), owner of residential property located at 101 Edgewater Drive, Pensacola, Florida, 32507.

WITNESSETH:

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

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

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

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

1. Recitals: The above recitals are incorporated into this Agreement.
2. Residential Rehab Grant Program: The CRA awards to the Recipient a matching Grant in the total amount of \$3,212, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. In-Kind Match: The Recipient shall provide matching funds in the total amount of \$3,212, which shall be comprised of a cash contribution of \$3,212.
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 7th day of March 2019, and the Project shall be complete on or before the 7th day of June 2019, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

County:

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

Recipient(s):

Richard R. and Charlotte L. Birge
101 Edgewater Drive
Pensacola, FL 32507

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

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

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

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

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

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

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

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

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

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

By: _____
Lumon J. May, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 2/11/19

For Recipients:

[Signature]
Richard R. Birge, Property Owner

[Signature]
Charlotte L. Birge, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of February, 2019 by Richard R. Birge, Property Owner. He () is personally known to me or (☒) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 5th day of February, 2019 by Charlotte L. Birge, 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

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Richard R. and Charlotte L. Birge**
Property Address: **101 Edgewater Drive, 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)
Richard R. and
Charlotte L. Birge

Address of Property
101 Edgewater Drive
Pensacola, FL 32507

Property Reference No.
37-2S-30-1000-021-001

Total Amount of Lien

\$3,212

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 R. Birge

Richard R. Birge, Property Owner

Charlotte L. Birge

Charlotte L. Birge, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of February, 2019 by Richard R. Birge, Property Owner. He () is personally known to me or (☒) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 5th day of February, 2019 by Charlotte L. Birge, 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: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

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: 2/11/19



Replacement Roof

101 Edgewater Drive – Richard R. and Charlotte L. Birge

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

THIS FUNDING AGREEMENT is made and entered into this 7th day of March 2019, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Noeline M. Emmons, (the "Recipient"), owner of residential property located at 303 Gilliland 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 **\$5,557**, 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 **\$5,557**, which shall be comprised of a cash contribution of **\$5,557**.
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 7th day of **March 2019**, and the Project shall be complete on or before the 7th day of **June 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

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

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

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

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

County:

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

Recipient:

Noeline M. Emmons
303 Gilliland 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: _____
Lumon J. May, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Noeline Emmons
Noeline M. Emmons, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of February, 2019 by Noeline M. Emmons, Property Owner. She () is personally known to me or (✓) has produced FL Drivers Lic as identification.

(Notary Seal)

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

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 2/6/19

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Noeline M. Emmons**

Property Address: **303 Gilliland Road, Pensacola, Florida, 32507**

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

Replacement windows.

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

Lien Agreement

Applicant Name
Noeline M. Emmons

Address of Property
303 Gilliland Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-478-022

Total Amount of Lien

\$5,557

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:

Noeline Emmons
Noeline M. Emmons, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of February, 2019 by Noeline M. Emmons, Property Owner. She () is personally known to me or (☒) has produced FL Drivers Lic as identification.

[Signature]
Signature of Notary Public

(Notary Seal)

MAX WELLS ROGERS
Printed Name of Notary Public

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

By: _____
Lumon J. May, Chairman

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

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 2/6/19

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



Replacement windows

303 Gilliland Road – Noeline M. Emmons



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Budget/Finance 2.

Community Redevelopment Agency

Meeting Date: 03/07/2019

Issue: Cancellation of Residential Rehab Grant Program Liens

From: TONYA GREEN, Neighborhood & Human Services Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Tonya Green, 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 eight Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Rehab Grant Program:

Property Owners	Address	Amount
Willis Cornelius and Connie Faye Fails	1716 West Saint Joseph Street	\$2,080
Belinda G. Glencoe	8809 Chisholm Road	\$4,787
Brenda Joyce Greene	2570 Brooklyn Street	\$2,640
Derryl D. Kidder	4 Audusson Avenue	\$2,775
Naybor Properties, LLC	804 Lakewood Road	\$3,115
John R. Ryan	104 Southeast Gilliland Road	\$2,850
Susan Smith	429 Baublits Court	\$4,397
Robert E. Tarrant, Jr.	2275 Berg Street	\$6,000

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_Fails_March2019

LienCX_Glencoe_March2019

LienCX_Greene_March2019

LienCX_Kidder_March2019

LienCX_NayborProperties.LLC_March2019

LienCX_JohnRRyan_March2019

LienCX_Smith_March2019

LienCX_Tarrant.Jr._March2019

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 **\$2,080** executed by **Willis Cornelius and Connie Faye Fails**, and recorded in Official Record Book **7859** at page **433**, 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: _____
Lumon J. May, 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: 7/10/19

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

**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)
**Willis Cornelius and
Connie Faye Falls**

Address of Property
**1716 West Saint Joseph Street
Pensacola, FL 32501**

Property Reference No.
17-2S-30-1600-144-141

Total Amount of Lien

\$2,080

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):

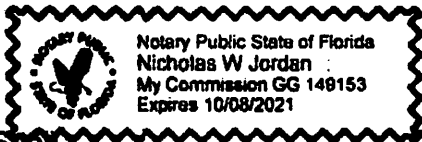
Willis C. Fails
Willis Cornelius Fails, Property Owner

Connie Faye Fails
Connie Faye Fails, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7th day of December, 2017 by Willis Cornelius Fails, Property Owner. He (☐) is personally known to me or (☒) has produced FL DL as identification.

The foregoing instrument was acknowledged before me this 7th day of December, 2017 by Connie Faye Fails, Property Owner. She (☐) is personally known to me or (☒) has produced FL DL as identification.



(Notary Seal)

Nicholas Jordan
Signature of Notary Public

Nicholas Jordan
Printed Name of Notary Public

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

By: Jeff Bergosh
Jeff Bergosh, Chairman

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

By: Jessica Mittle
Deputy Clerk

Date Executed: 1-18-2018

BCC Approved: 01-18-2018

This instrument prepared by:
Nick Jordan, Safe Neighborhood Coordinator
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: John A. Bach

Date: 12/16/17



Before

Englewood District
Willis Cornelius and Connie
Faye Falls
1716 W. Saint Joseph Street

Replacement Roof

Project Total \$4,160

Grant Total \$2,080



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 **\$4,787** executed by **Belinda G. Glencoe**, and recorded in Official Record Book **7851** at page **1952**, 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: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal
sufficiency.

By/Title: 
Date: 1/10/19

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

Clerk's Original

1-18-2018 CART-1 (3)

Form 00000000
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018010600 2/9/2018 3:09 PM
OFF REC BK: 7851 PG: 1952 Doc Type: L
Recording \$18.50

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
Belinda G. Glencoe

Address of Property
8809 Chisholm Road
Pensacola, FL 32514

Property Reference No.
13-1S-30-1201-172-004

Total Amount of Lien

\$4,787

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.

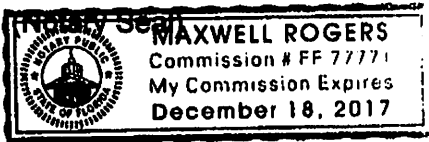
If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced 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:

Belinda G. Glencoe
Belinda G. Glencoe, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of December, 2017 by Belinda G. Glencoe, 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

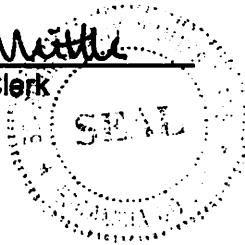
By: [Signature]
Jeff Bergosh, Chairman

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

By: [Signature]
Deputy Clerk

Date Executed: 1-18-2018

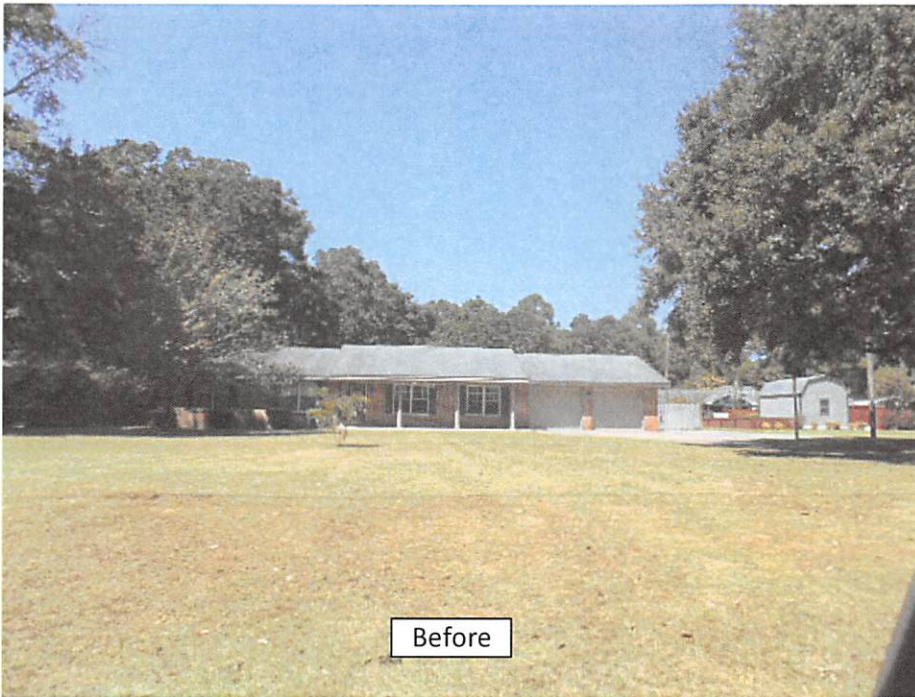
BCC Approved: 01-18-2018



Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 12/12/17

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



Before

Ensley District

Belinda G. Glencoe

8809 Chisholm Road

Replacement Roof

Project Total \$9,575

Grant Total \$4,787



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 **\$2.640** executed by **Brenda Joyce Greene**, and recorded in Official Record Book **7851** at page **1956**, 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: _____
Lumon J. May, 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. [Signature]*
Date: 1/10/19

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

11/30/2017 CAP II-9 (3-B)

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

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Brenda Joyce Greene

Address of Property
2570 Brooklyn Street
Pensacola, FL 32514

Property Reference No.
17-1S-30-3000-002-039

Total Amount of Lien

\$2,640

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: 12/1/2017 Verified By: [Signature]

For Recipient:

Brenda Joyce Greene
Brenda Joyce Greene, Property Owner

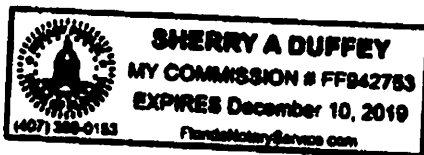
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of September, 2017 by Brenda Joyce Greene, Property Owner. She () is personally known to me or (☒) has produced FL DL Exp. 8-4-20 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public



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

By: [Signature]
~~B. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

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

Date Executed: 11/30/2017

BCC Approved: 11-30-2017



[Signature]
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 9/27/17

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



Before

Atwood District

Brenda Joyce Greene

2570 Brooklyn Street

Total Electrical Rewiring

Project Total \$5,280

Grant Total \$2,640



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 \$2,775 executed by Derryl D. Kidder, and recorded in Official Record Book 7859 at page 429, 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: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal
sufficiency.

By/Title: _____

Date: _____

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

11/30/2017 CAP II-9 (6-B)

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

Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name
Derryl D. Kidder

Address of Property
4 Audusson Avenue
Pensacola, FL 32507

Property Reference No.
59-2S-30-1000-003-020

Total Amount of Lien

\$2,775

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: 12/4/2017 Verified By: 

For Recipient:

[Signature]
Derryl D. Kidder, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

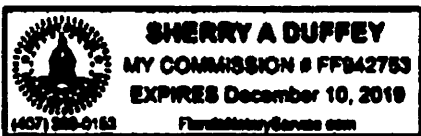
The foregoing instrument was acknowledged before me this 10th day of October, 2017 by Derryl D. Kidder, Property Owner. He () is personally known to me or (☒) has produced FL DL Exp. as identification.

10-28-23

[Signature]
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public



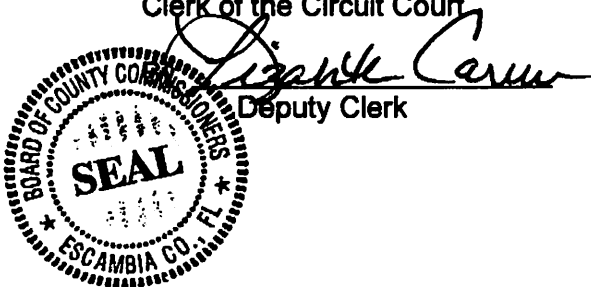
For: Board of County Commissioners of Escambia County

By: [Signature]
~~D. B. Underhill, Chairman~~
Jeff Bergosh, Chairman

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

Date Executed: 11/30/2017

BCC Approved: 11-30-2017



[Signature]
Deputy Clerk

Approved as to form and legal sufficiency

By/Title: [Signature]
Date: 10/14/17

This instrument prepared by:
Sherry Duffey, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Before

Barrancas District

Derryl D. Kidder

4 Audusson Avenue

Replacement Roof

Project Total \$5,550

Grant Total \$2,775



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 **\$2,850** executed by **John R. Ryan**, and recorded in Official Record Book **7851** at page **1954**, 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: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal
sufficiency.

By/Title: _____
Date: _____

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

11/30/2017 CAR II-9 (8-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
John R. Ryan

Address of Property
104 Southeast Gilliland Road
Pensacola, FL 32507

Property Reference No.
50-2S-30-6090-571-026

Total Amount of Lien

\$2,850

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.

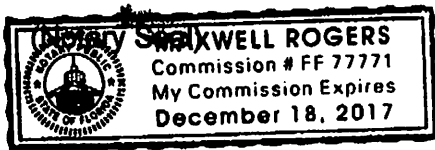
If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced 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:

John R. Ryan, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of October, 2017 by John R. Ryan, Property Owner. He (☒) is personally known to me or (☐) has produced _____ as identification.



Maxwell Rogers
Signature of Notary Public

Maxwell Rogers
Printed Name of Notary Public

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

By: B. B. Underhill, Chairman
Jeff Bergosh, Chairman

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



Pam Childers
Deputy Clerk

Date Executed: 11/30/2017

BCC Approved: 11-30-2017

Approved as to form and legal sufficiency.

By/Title: [Signature]

Date: 10/11/17

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



Warrington District

John R. Ryan

104 SE Gilliland Road

Replacement Roof

Project Total \$5,700

Grant Total \$2,850



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 \$4,397 executed by Susan Smith, and recorded in Official Record Book 7856 at page 444, 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: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal
sufficiency.

By/Title: _____

Date: _____

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

1-18-2018 CAR II-1(7)**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****Susan Smith****Address of Property****429 Baublits Court
Pensacola, FL 32507****Property Reference No.****50-2S-30-6090-446-021****Total Amount of Lien****\$4,397**

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.

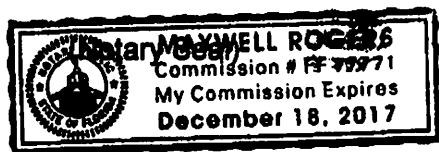
Verified By: *gmittle*
Date: 1-22-2018

For Recipient:

Susan Smith
Susan Smith, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of December, 2017 by Susan Smith, 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

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

By: [Signature]
Deputy Clerk



Date Executed: 1-18-2018

BCC Approved: 01-18-2018

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 11/16/17

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



Warrington District

Susan Smith

429 Baublits Court

Replacement Windows

Project Total \$8,795

Grant Total \$4,397





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Budget/Finance 3.

Community Redevelopment Agency

Meeting Date: 03/07/2019

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

From: TONYA GREEN, Neighborhood & Human Services Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

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

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

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

Property Owner	Address	Amount
Tzy-Yn & Michael M. Hua	847 North Navy Boulevard	\$3,017

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

BACKGROUND:

The aforementioned property owners have satisfied their one-year compliance with the Commercial Facade, Landscape, and Infrastructure Grant Program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

LienCX_Hua_March2019

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 **\$3,017** executed by **Tzy-Yn & Michael M. Hua**, and recorded in Official Record Book **7733** at page **1141**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial, Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial, Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal
sufficiency.

By/Title: _____

Date: _____

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

**Escambia County
Clerk's Original**

12/13/2016 CARTI-9(2)

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

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
<u>Tzy-Yn & Michael M. Hua</u>	<u>847 North Navy Boulevard</u> <u>Pensacola, Florida 32507</u>	<u>52-2S-30-2000-000-003</u>

Total Amount of Lien **\$3,017**

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

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

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

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

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017047734 6/23/2017 9:52 AM
OFF REC BK: 7733 PG: 1141 Doc Type: L
Recording \$18.50

Verified By: K. McLeod
Date: 12-14-2016

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

For Recipients:

Tzy-Yn Hua, Property Owner

Michael M. Hua, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of November, 2016 by, Tzy-Yn Hua, Property Owner. She () is personally known to me or (☒) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 10th day of November, 2016 by, Michael M. Hua, Property Owner. He () is personally known to me or (☒) has produced FL Drivers Lic as identification.



Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

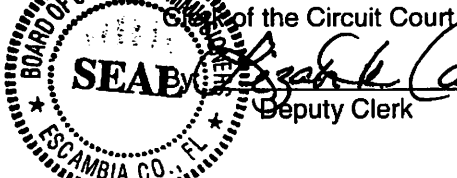
For: Escambia County
Board of County Commissioners

By: Douglas B. Underhill, Chairman

Date Executed: 12/8/2016

BCC Approved: 12-08-2016

ATTEST: SEAN M. CHILDERS



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

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 12/11/16



Warrington District

Tzy-Yn and Michael M. Hua

847 North Navy Boulevard

**Architectural Feature
Restoration**

Project Total \$6,035

Grant Total \$3,017





BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Budget/Finance 4.

Community Redevelopment Agency

Meeting Date: 03/07/2019

Issue: Authorization for Tax Deed Bidding for 3822 Frontera Circle

From: TONYA GREEN, Neighborhood & Human Services Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Authorization for Tax Deed Bidding for 3822 Frontera Circle - Tonya Green, Neighborhood & Human Services Department Director

That the Board take the following action concerning the authorization for Tax Deed bidding for 3822 Frontera Circle:

A. Authorize the Neighborhood & Human Services Department Director, or designee, to be an authorized bidder for the April 1, 2019, Tax Deed sale for the purpose of acquiring 3822 Frontera Circle with an open bid amount of \$2,313.73; and

B. Approve a maximum bid in the amount of \$10,000.

[Funding sources: Fund 151, CRA Brownsville, Cost Center 370113, Object Code 56101]

BACKGROUND:

On August 18, 2011, the Board of County Commissioners approved and authorized to expend funds on acquisition of thirteen properties located in the Frontera Circle within the Brownsville Redevelopment Area in efforts to reduce blight and revitalize the community.

On September 6, 2018, the Board of County Commissioners approved to file an Application for Tax Deed on the property located at 3822 Frontera Circle which the County currently holds a tax certificate. Tax certificates are sold annually, through an online Tax Certificate sale, for delinquent real estates taxes. The property located at 3822 Frontera Circle does have code enforcement liens, as well as delinquent taxes going back to 2011.

If the County becomes a successful bidder, this property could provide a site for a neighborhood pocket park to include a basketball court, park benches, and playground

equipment. As a future capital improvement project stated in the Brownsville Redevelopment Area Plan, the community residents expressed the need for a neighborhood park for the area.

BUDGETARY IMPACT:

Funding for this project is available in Fund 151 CRA Brownsville, Cost Center 370113, Object Code 56101.

LEGAL CONSIDERATIONS/SIGN-OFF:

Staff will coordinate with the County Attorney's office throughout this acquisition process.

PERSONNEL:

All work associated with this request is being done in-house and no additional staff is required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to any outside entities or agencies.

IMPLEMENTATION/COORDINATION:

If Board approval to proceed, staff will follow County guidelines for the Tax Deed Sale process.

Attachments

Resume and supporting Docs_March2019

MINUTES – September 6, 2018

COUNTY ADMINISTRATOR'S REPORT – Continued


II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Recommendation: That the Board approve the filing of an Application for Tax Deed on a parcel of land, with a value of less than \$5,000, on which the County currently holds a tax certificate. The Tax Deed Application fee is \$725 per parcel. The County must deposit the fees with the Tax Collector, in the amount of \$275 per parcel, and with the Clerk of the Circuit Court, in the amount of \$450 per parcel. The parcel that is the subject of this recommendation is listed below:

Account #	Reference #	Owner(s)	Property Address	2018 PA Value	District
07-0544-405	34-2S-30-0295-028-003	Roeun Chin & Moeun Chin & Kim Chin	3822 Frontera Circle	\$3,000	2








Tax Certificates are sold annually, through an online Tax Certificate sale, for delinquent real estate taxes. If taxes remain unpaid, the certificate holder may file a Tax Deed Application with the Tax Collector's Office two years after the date of delinquency. If not redeemed, the property may be sold at a public auction conducted by the Clerk of the Circuit Court. Florida Statute 197.502(3) provides that the County in which the property described in the certificate is located shall apply for a tax deed on all County-held certificates on property valued at \$5,000 or more on the Property Appraiser's most recent assessment roll, and may apply for tax deeds on certificates on property valued at less than \$5,000 on the Property Appraiser's most recent assessment roll. The subject property is valued at less than \$5,000 on the Property Appraiser's most recent roll.

[Funding Source: Fund 151, CRA Brownsville, Cost Center 370113]

Motion: To approve Consent Agenda Items 1 through 39 [with the exception of Item 38, which was held for a separate vote, as amended to drop Item 18]	
Made by: Commissioner Underhill	Seconded by: Commissioner Barry
Disposition: Carried unanimously	
Audio: 	

[Back](#)

Tax Deed Properties For Sale

View Image	Clerk File #	Account	Certificate Number	Reference	Sales Date	Status	Opening Bid Amount	Legal Description	Surplus Property Balance Address
	19-241	120544282	07383	302N313000007006	Apr 1 2019		**\$1,774.06	BEG AT NW COR OF SW 1/4 S ALG W LI 1742 FT N 89 DEG 43 MIN 37 SEC E 300 FT FOR POB CONT 304 95/100 FT S 49 DEG 17 MIN 37 SEC W 155 94/100 FT S 74 DEG 12 MIN 22 SEC W 194 06/100 FT N 0 DEG E 153 06/100 FT TO POB OR 4188 P 1719	2847 LAWSON LN 32533
	19-242	122009000	07679	375N311000001065	Apr 1 2019		**\$2,101.60	BEG ON N LI OF BLK 65 AT INTER OF PALAFOX HWY & JOHNSON ST S PARALLEL WITH HWY 107 YDS W PARALLEL WITH JOHNSON ST 325 YDS N 107 YDS E PARALLEL WITH JOHNSON ST 286 1/2 YDS TO POB PART OF BLK 65 BLUFF SPRINGS DB 135 P 185 LESS OR 1750 P 30 U S HWY 95 R/W	4900 BLK N CENTURY BLVD 32535
	19-243	130395000	08618	000S009001002209	Apr 1 2019		**\$1,501.11	E 12 FT OF W 13 35/100 FT OF N 52 FT OF LT 210 BLK 23 OLD CITY TRACT OR 1292/1499 P 145/42 CA 74	331 E ROMANA ST 32502
	19-244	070544405	03829	342S300295028003	Apr 1 2019		**\$2,313.73	LOT 28 BLK C WHISPERING OAKS PB 8 P 36 OR 5718 P 1643 CA 159	3822 FRONTERA CIR 32505
	19-245	052200148	02480	092S300550000024	Apr 1 2019		**\$4,009.98	LT 24 VALENCIA ARMS PB 7 P 99 OR 6096 P 1699	120 DIEGO CIR 32505
	19-246	052200186	02493	092S300550000043	Apr 1 2019		**\$2,047.00	LT 43 VALENCIA ARMS PB 7 P 99 OR 5846 P 1101	139 DIEGO CIR 32505
	19-247	052200208	02499	092S300550000054	Apr 1 2019		**\$4,049.11	LT 54 VALENCIA ARMS PB 7 P 99 OR 6096 P 1699	107 DIEGO CIR 32505
	19-248		02585	092S301000110008	Apr 1		**\$3,781.70	UNIT 30 BEG AT NE COR OF LT 11	4203

Account History 07-0544-405

Roll	Status	Due	
2017	Acct: Unpaid Cert: Surrendered Deed: Certified	\$105.53	View
2016	Acct: Unpaid Cert: Issued Deed: Certified	\$123.53	View
2015	Acct: Unpaid Cert: Surrendered Deed: Certified	\$130.74	View
2014	Acct: Unpaid Cert: Surrendered Deed: Certified	\$401.52	View
2013	Acct: Unpaid Cert: Surrendered Deed: Certified	\$141.44	View
2012	Acct: Unpaid Cert: Issued Deed: Certified	\$215.60	View
2011	Acct: Unpaid Cert: Issued Deed: Certified	\$360.35	View
2010	Acct: Paid-in-full		View
2009	Acct: Paid-in-full Cert: Redeemed		View
2008	Acct: Paid-in-full Cert: Redeemed		View
Deed Redemption Total: (2011-2017)		\$1,578.71	
Total Due:		\$1,578.71	

[View a different due date](#)**Tax Deed Application**

Application #: 1900688
 Bidder #: 99
 Applicant: COUNTY OF ESCAMBIA C/O TAX COLLECTOR
 P O BOX 1312
 PENSACOLA, FL 32591
 Title Examination Company: Southern Guaranty Title
 Application Date: 09/13/2018
 Certification Date: 09/13/2018
 Sale Date: 04/01/2019
 Status: Certified
 Redemption Amounts: \$1,578.71
 as of 09/18/2018
 \$1,578.71 through 09/28/2018
 \$1,601.73 through 10/31/2018
 \$1,624.76 through 11/30/2018
 Last Certified By: Jenny Cassidy

Notes (0)

☒ All But System notes ☐ All notes ☐ Call notes ☐ General notes ☐ Public notes ☐ Reminder notes ☐ System notes
 Filter: ☒ 2012 ☐ All Other Years

No notes recorded

[Expand Notes](#)**Account Summary**

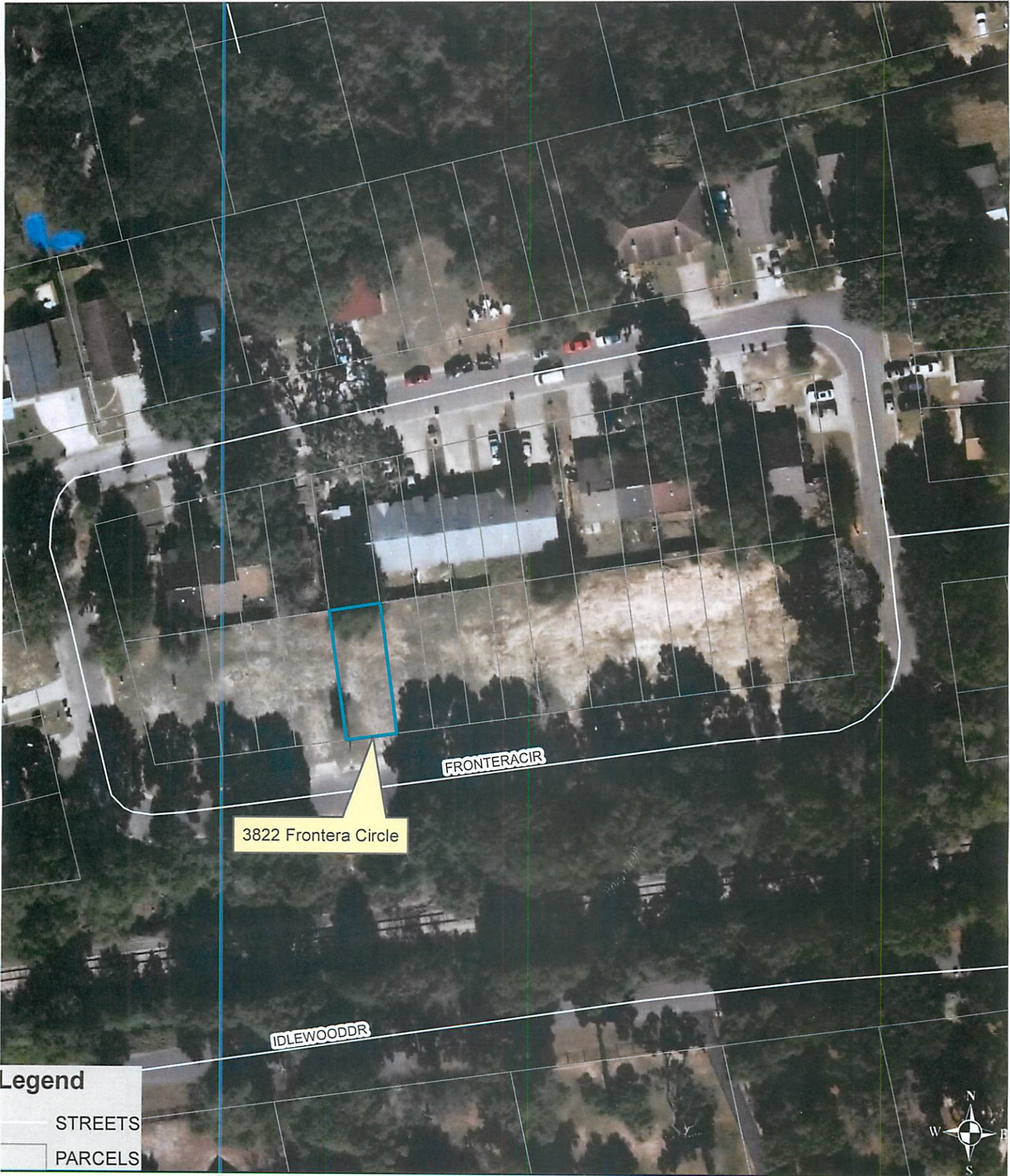
Roll/Tax: 2012 / 2012
 Account: 07-0544-405
 Alt. Key: 132430
 Certified Roll Owner(s): CHIN ROEUN &
 CHIN MOEUN &
 PO BOX 1774
 DREYEL, NC 28619-1774
 Situs: 3822 FRONTERA CIR
 Flags: Tax Deed Application
 Custom Flags: Returned Mail

Search Deed Search

2017 ☒ Tax Yr ☐ Account Number - Alternate Key - Any - Deed Status Applicant Situs Address Applicant Address

Specify search criteria above and then click search

3822 Frontera Circle



"This map/data was prepared by the Escambia County NED and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

2/5/2019



Tax Collector's Certification

CTY-513

Tax Deed Application Number

1800688

3822 Frontera

Date of Tax Deed Application

Sep 13, 2018

This is to certify that **COUNTY OF ESCAMBIA C/O TAX COLLECTOR**, holder of **Tax Sale Certificate Number 2015 / 3829**, Issued the 1st Day of June, 2015 and which encumbers the following described property in the county of Escambia County, State of Florida, to wit: **07-0544-405**

Cert Holder:

**COUNTY OF ESCAMBIA C/O TAX COLLECTOR
P O BOX 1312
PENSACOLA, FL 32591**

Property Owner:

**CHIN ROEUN &
CHIN MOEUN &
PO BOX 1774**

DREXEL, NC 28619-1774

LOT 28 BLK C WHISPERING OAKS PB 8 P 36 OR 5718 P 1643 CA 159

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid, or if the certificate is held by the County, all appropriate fees have been deposited.

Certificates owned by applicant and filed in connection with this application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Interest	Total
2015/3829	07-0544-405	06/01/2015	75.17	45.10	120.27
2018/3502	07-0544-405	06/01/2018	93.66	5.62	99.28
2016/3496	07-0544-405	06/01/2016	87.67	36.82	124.49
2014/3607	07-0544-405	06/01/2014	75.95	59.24	135.19

Certificates redeemed by applicant or included (County) in connection with this tax deed application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Tax Collector's Fee	Interest	Total
2017/3427	07-0544-405	06/01/2017	95.09	0	22.19	117.28
2013/3926	07-0544-405	06/01/2013	157.83	0	151.52	309.35
2012/4304	07-0544-405	06/01/2012	170.24	0	183.86	354.10

Amounts Certified by Tax Collector (Lines 1-7):

Total Amount Paid

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant

1,259.96

2. Total of Delinquent Taxes Paid by Tax Deed Applicant

0.00

3. Total of Current Taxes Paid by Tax Deed Applicant

0.00

4. Ownership and Encumbrance Report Fee

200.00

5. Tax Deed Application Fee

75.00

6. Total Interest Accrued by Tax Collector Pursuant to Section 197.542, F.S.

1,534.96

7. Total (Lines 1 - 6)

Amounts Certified by Clerk of Court (Lines 8-15):

Total Amount Paid

8. Clerk of Court Statutory Fee for Processing Tax Deed

9. Clerk of Court Certified Mail Charge

10. Clerk of Court Advertising Charge

11. Clerk of Court Recording Fee for Certificate of Notice

12. Sheriff's Fee

13. Interest Computed by Clerk of Court Pursuant to Section 197.542, F.S.

14. Total (Lines 8 - 13)

15. One-half Assessed Value of Homestead Property, if Applicable per F.S.

16. Other Outstanding Certificates and Delinquent Taxes Not Included in this Application, If Applicable Per Florida Statutes

17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if applicable)

18. Redemption Fee

43.75

19. Total Amount to Redeem

Done this the 14th day of September, 2018 Scott Lunsford, Tax Collector of Escambia County

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/18

Application Number: 1800888

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
COUNTY OF ESCAMBIA C/O TAX COLLECTOR
P O BOX 1312
PENSACOLA, FL 32591,

hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
07-0544-405	2015/3829	06-01-2015	LOT 28 BLK C WHISPERING OAKS PB 8 P 36 OR 5718 P 1643 CA 159

I agree to:

- pay any current taxes, if due and
- redeem all outstanding tax certificates plus interest not in my possession, and
- pay all delinquent and omitted taxes, plus interest covering the property.
- pay all Tax Collector's fees, ownership and encumbrance report costs, Clerk of the Court costs, charges and fees, and Sheriff's costs, if applicable.

Attached is the tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

Electronic signature on file
COUNTY OF ESCAMBIA C/O TAX COLLECTOR
P O BOX 1312
PENSACOLA, FL 32591

09-13-2018
Application Date

Applicant's signature

Date of Sale: April 1, 2019

By

Sammy Cassidy

*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.

07-0544-405

2015

Three vertical lines drawn on the right side of the page.



Chris Jones

Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[Amendment 1/Portability Calculations](#)
[Back](#)
[←](#) [Navigate Mode](#) [Ⓢ Account](#) [Ⓞ Reference](#) [→](#)
[Printer Friendly Version](#)

General Information

Reference: 342S300295028003
Account: 070544405
Owners: CHIN ROEUN &
 CHIN MOEUN &
 CHIN KIM
Mail: PO BOX 1774
 DREXEL, NC 28619-1774
Situs: 3822 FRONTERA CIR 32505
Use Code: VACANT RESIDENTIAL
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Scott Lunsford
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2018	\$3,000	\$0	\$3,000	\$3,000
2017	\$3,000	\$0	\$3,000	\$3,000
2016	\$3,040	\$0	\$3,040	\$3,040

[Disclaimer](#)
[Amendment 1/Portability Calculations](#)
[➤ File for New Homestead Exemption Online](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/2005	5718	1643	\$24,900	WD	View Instr
03/2002	5079	185	\$100	QC	View Instr
09/1981	1578	615	\$100	WD	View Instr
06/1979	1342	249	\$26,800	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and
 Comptroller

2018 Certified Roll Exemptions

None

Legal Description

 LOT 28 BLK C WHISPERING OAKS PB 8 P 36 OR 5718 P
 1643 CA 159

Extra Features

None

Parcel Information

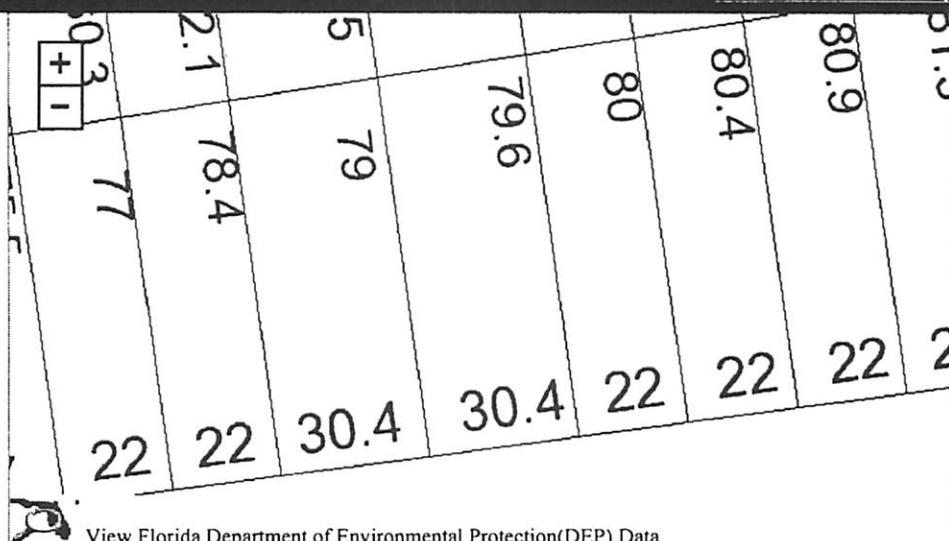
[Launch Interactive Map](#)

Section Map

 Id:
 CA159

 Approx.
 Acreage:
 0.0542

 Zoned:
 MDR

 Evacuation
 & Flood
 Information
[Open Report](#)

[View Florida Department of Environmental Protection \(DEP\) Data](#)
[Buildings](#)
[Images](#)

19-244

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

PROPERTY INFORMATION REPORT

File No.: 14952

January 4, 2019

Escambia County Tax Collector

P.O. Box 1312

Pensacola, Florida 32591

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 01-04-1999, through 01-04-2019, and said search reveals the following:

1. THE GRANTEE(S) OF THE LAST DEED(S) OF RECORD IS:

Roeun Chin, Moeun Chin and Kim Chin

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

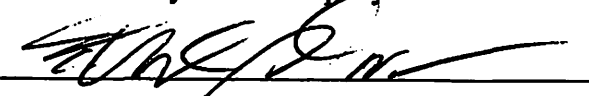
4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipients(s) of the property information report.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

By: 

January 4, 2019

**PROPERTY INFORMATION REPORT
LEGAL DESCRIPTION**

File No.: 14952

January 4, 2019

Lot 28, Block C, Whispering Oaks Subdivision, as per plat thereof, recorded in Plat Book 8, Page 36, of the Public Records of Escambia County, Florida

**PROPERTY INFORMATION REPORT
CONTINUATION PAGE**

File No.: 14952

January 4, 2019

UNSATISFIED MORTGAGES, LIENS AND JUDGMENTS AFFECTING THE LAND COVERED BY THIS REPORT THAT APPEAR OF RECORD:

1. Nuisance Abatement Lien filed by Escambia County in O.R. Book 6553, page 1862.
2. Code Enforcement Lien filed by Escambia County in O.R., Book 6701, page 969, amended in O.R. Book 6796, page 409; O.R. Book 6208, page 754; O.R. Book 6470, page 76, amended in O.R. Book 6580, page 1423; O.R. Book 6686, page 1942, amended in O.R. Book 6833, page 741; O.R. Book 6686, page 1947, amended in O.R. Book 6833, page 738.
3. Taxes for the year 2011-2017 delinquent. The assessed value is \$3,000.00. Tax ID 07-0544-405.

PLEASE NOTE THE FOLLOWING:

- A. Subject to current year taxes.
- B. Taxes and assessments due now or in subsequent years.
- C. Subject to Easements, Restrictions and Covenants of record.
- D. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- E. Oil, gas and mineral or any other subsurface rights of any kind or nature.

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE

PENSACOLA, FLORIDA 32503

TEL. (850) 478-8121 FAX (850) 476-1437

Email: rcsgr@aol.com

Scott Lunsford
Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32591

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 4-1-2019

TAX ACCOUNT NO.: 07-0544-405

CERTIFICATE NO.: 2015-3829

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES NO

- X Notify City of Pensacola, P.O. Box 12910, 32521
- X Notify Escambia County, ^{221 Palafox Place, 4th Floor/}190 Governmental Center, 32502
- X Homestead for tax year.

Roeun Chin
Moeun Chin
Kim Chin
P.O. Box 1774
Drezel, NC 28619

Kim Chin
4587 Peck Rd.
El Monte, CA 91732

Property address:
3822 Frontera Circle
Pensacola, FL 32505

Escambia County
Code Enforcement
3363 West Park Place
Pensacola, FL 32505

Tax Certificate Holders:

Robert S. Bollenback
RBC 4936, LLC
104 Pinehaven Way
Simpsonville, SC 29680

Parekh Geetanjali
754 Boulder Creek Dr.
Pensacola, FL 32514

Locker Ventures LLC
696 Beaver Dam Rd.
Hollidaysburg, PA 16648

Certified and delivered to Escambia County Tax Collector,
this 4th day of January, 2019.

SOUTHERN GUARANTY TITLE COMPANY


by: Richard S. Combs, President

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or

This instrument prepared by:
And after recording return to:
Prestige Title, Inc.,
Stephen R. Colson
Attorney at Law
4300 Bayou Blvd., Suite 26
Pensacola, FL 32503

PARCEL ID # 34-2S30-0295-028-003
Grantee(s) S.S #'s:

FILE # 07-05-158P

SPACE ABOVE THIS LINE FOR RECORDING DATA

TRUSTEE'S DEED

KNOW ALL MEN BY THESE PRESENTS, that Jadwiga B. Smith, an unmarried woman individually and as Sole Trustee of the Smith Family Trust Dated 5/24/95, whose address is: 3228 Emerson Street, San Diego, CA 92106 for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, has bargained, sold, conveyed, and granted unto Roeun Chin, Moeun Chin and Kim Chin as Joint Tenants with right of Survivorship and not as Tenants in Common whose address is 1229 E. 2nd St. Apt. 12, Long Beach, CA 90802, his heirs and assigns, forever, the real property located in Escambia County, Florida described as follows:

Lot 28, Block C, WHISPERING OAKS SUBDIVISION, according to the Plat thereof as recorded in Plat Book 8, Page 36, of the Public Records of ESCAMBIA County, Florida.

Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging to or in anywise appertaining. To have and to hold the same unto the Grantee named, his heirs and assigns forever.

The Grantor herein covenants and warrants that it has full authority to execute this conveyance, that it will warrant and defend the Grantee, his heirs and assigns, in the quiet and peaceable possession and enjoyment of said property, against all persons or parties lawfully claiming any right, title or interest therein, or lien thereon, or any part thereof, by, through, or under the said Grantor, excepting, however any restrictions and easements of record in said county and the lien of ad valorem real property taxes for 2004 and subsequent years.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal on this 8th day of August, 2005

Signed, sealed and delivered in the presence of:

Carrie J. Scheuneman
Witness
CARRIE SCHEUNEMAN
Printed Name Carrie Scheuneman

Stephanie Talamino
Witness
Stephanie Talamino
Printed Name

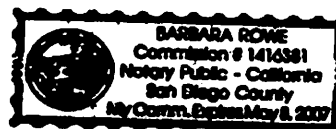
Jadwiga B. Smith
Jadwiga B. Smith, Individually and as Sole Trustee of
the Smith Family Trust dated 5/24/95.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

The foregoing instrument was acknowledged before me this August 9, 2005 by Jadwiga B. Smith as Trustee of the Smith Family Trust dated 5/24/95, who is personally known to me or who produced DRIVER'S LICENSE as identification and who did not take an oath.

Barbara Rowe
Notary Public
My Commission Expires: 5-8-2007

[seal]



**RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE**

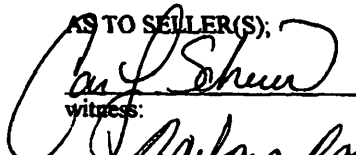
ATTENTION: Pursuant to Escambia county Code of Ordinances Chapter 1-29.2, Article V, sellers of residential are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additional provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: Frontera Cr.
Legal Address of Property: 3822 Frontera Cr.

The County (xx) has accepted () has not accepted the abutting roadway for maintenance.

This form completed by: Prestige Title, Inc.
4300 Bayou Blvd.
Pensacola, FL 32503

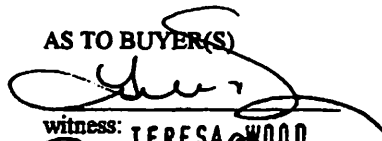

AS TO SELLER(S):


witness: Barbara Koor
witness:


seller: Jadwiga B. Smith, as Trustee

seller

AS TO BUYER(S)


witness: TERESA WOOD

witness: Rachael S. Downs


buyer: Roeun Chin

buyer:

This form approved
By Escambia County Board of
County Commissioners
Effective: 4/15/95

This document prepared by:
Escambia County, Florida
Environmental Enforcement Division
6708 Plantation Rd.
Pensacola, FL 32504
(850) 471-6160

CE09-07-04263

**NOTICE OF LIEN
(Nuisance Abatement)**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This lien is imposed by Escambia County, Florida, for certain costs incurred by the County to abate violations of the County Nuisance Abatement Ordinance, Sections 42-191 – 42-198, Escambia County Code of Ordinances, on property owned by Roem Chin, Moeun Chin & Kim Chin located at 3822 Frontera Cir. and more particularly described as:

PR# 342S300295028003

LOT 28 BLK C WHISPERING OAKS PB 8 P 36 OR 5718 P 1643 CA 159

A field investigation by the Office of Environmental Enforcement was conducted on August 28, 2009 and revealed the property to be in violation of the following provisions of the Escambia County Nuisance Abatement Ordinance: 42-196(a) & (d)

Following notice and written demand to the owner by certified mail, return receipt requested, and posting in accordance with Section 42-164, Escambia County Code of Ordinances, and the owner having not abated the violation or requested or demonstrated at a hearing before the Escambia County Board of County Commissioners that the property is not in violation of the referenced provisions of the ordinance within ten days of the date of the written demand (or in the case of a repeat violation, within three days of the date of the written demand) the County abated the violations and incurred the following costs, which shall constitute a lien against the property:

Abatement costs	\$540.00
Administrative costs	<u>\$ 18.50</u>
Total	\$558.50

The principal amount of this lien shall bear interest at a rate of 8% per annum; provided, however, that no interest shall accrue until the 30th day after the filing of the lien in the official records of the Clerk of the Circuit Court. This lien may be enforced at any time by the Board of County Commissioners after 30 days from the date of recording this Notice of Lien to recover the amount due, together with all costs and reasonable attorneys' fees, by proceeding in a court

of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or as collection and enforcement of payment may be accomplished by other methods authorized by law.

Executed this 11th day of January 2010 by the County Administrator as authorized by the Escambia County Board of County Commissioners.

ESCAMBIA COUNTY, FLORIDA

Witness [Signature]
Print Name Tanya Green

Witness [Signature]
Print Name Susan Hendrix

[Signature]
By: Robert R. McLaughlin,
County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of January, 2010, by Robert R. McLaughlin, as County Administrator for Escambia County, Florida, on behalf of the Board of County Commissioners. He ☒ is personally known to me, or ☐ has produced current _____ as identification.

CHINA CHERYL LIVELY
Notary Public-State of FL
Comm. Exp. Sept. 29, 2011
Comm. No. DD 684413
(Notary Seal)

[Signature]
Signature of Notary Public

CHINA CHERYL LIVELY
Printed Name of Notary Public

**THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA**

ESCAMBIA COUNTY, FLORIDA

VS.

**CASE NO: CE#10-03-01625
LOCATION: 3822 Frontera Circle
PR# 342S30-0295-028-003**

**Kim & Moeum & Roenn Chin
P.O. Box 1774
Drexel, North Carolina 28619-1774**

ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged violation of the ordinances of the County of Escambia, State of
Florida, and the Special Magistrate having considered the evidence before him in the
form of testimony by the Enforcement Officer and the respondent or representative,
N/A but notice was proper as well as evidence submitted and after consideration of the
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate
finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☒ 42-196 (a) Nuisance Conditions
- ☒ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____
- ☒ 42-196 (d) Overgrowth

Certified to be a true copy
Of the original on file in
Witness my hand and seal
ERNEE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
BY *[Signature]*
DATE *3/27/11*



THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 10-03-01625
Location: 3822 Frontera Circle
PR# 342S30-0295-028-003

Kim, Moeum & Roeun Chin
P O Box 1774
Drexel, NC 38619-1774

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of March 15, 2011; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a), (b), (d) and 30-203 main structure and (dd) Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated March 15, 2011.

Itemized	Cost
a. Fines (one time fee)	\$ 5,000.00
b. Court Costs	\$ 1,100.00
c. County Abatement Fees	<u>\$ 6,200.00</u>
Total:	\$ 12,300.00

DONE AND ORDERED at Escambia County, Florida on this 22 day of November 2011.


Special Magistrate
Office of Environmental Enforcement

**THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA**

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: CE 07-04-0022
Location: 3824 Frontera Circle
PR# 342S30-0295-029-003

Kim Chin
4500 North Esto Avenue
El Monte, California 91731

ORDER

This CAUSE having come before the Office of Environmental Enforcement
Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of
the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having
considered the evidence before him in the form of testimony by the Enforcement Officer and the
respondent or representative, _____ as well as evidence submitted and after
consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special
Magistrate finds that a violation of the Code of Ordinances, 42-19(19), (b), (c) only

(a) _____

has occurred and continues.

THEREFORE, the Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: _____ shall have until _____, 2007 to correct the violation and to bring the violation into compliance. Corrective action shall include: The violations have been abated

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$_____ per day, commencing _____, 2007. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance.

If the violation is not abated within the specified time period, then the County may elect to abate the violation for you and the reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$1,100.00 are hereby awarded in favor of Escambia County as the prevailing party against Kim Chin.

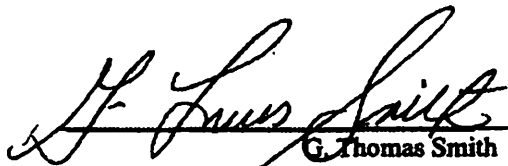
This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date. The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.

All monies owing hereunder shall constitute a lien on all your real and personal property including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Code Enforcement Office at 6708 Plantation Rd, Pensacola, Florida 32504 and the Escambia County Circuit Court Clerk at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of the Order. Failure to timely file a written Notice of Appeal will waive your rights to appeal.


Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on this the 23rd day of August, 2007.



G. Thomas Smith
Special Magistrate
Office of Environmental Enforcement

Certified to be a true copy of
the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida

By:  D.C.
Date: 8-29-07

Recorded in Public Records 06/10/2009 at 10:27 AM OR Book 6470 Page 76,
Instrument #2009038432, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

Recorded in Public Records 06/10/2009 at 10:01 AM OR Book 6469 Page 1818,
Instrument #2009038393, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

**THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA**

ESCAMBIA COUNTY, FLORIDA

VS.

**CASE NO: CE#08-11-00610
LOCATION: 3824 Frontera Circle
PR# 342S30-0295-029-003**

**Kim Chin
4500 North Esto Avenue
El Monte, CA 91731**

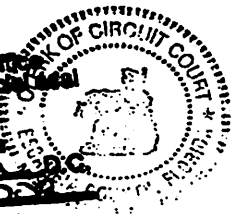
**Bank of America, N.A.
P.O. Box 26865
Richmond, VA 23261**

ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged violation of the ordinances of the County of Escambia, State of
Florida, and the Special Magistrate having considered the evidence before him in the
form of testimony by the Enforcement Officer and the respondent or representative,
_____, as well as evidence submitted and after consideration of the
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate
finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☒ 42-196 (a) Nuisance Conditions
- ☒ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____
- ☐ 42-196 (d) Overgrowth

Certified to be a true copy
the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By _____
Date June 10, 2009



THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 08-11-00610
Location: 3824 Frontera Cir.
PR#342S300295029003

Kim Chin
4500 N Esto Ave.
El Monte, CA 91731

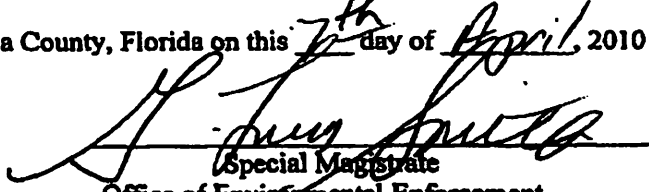
ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of June 2, 2009; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) and (b) Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated June 2, 2009.

Itemized	Cost
a. Fines (6/21/09-11/18/09 @ \$50.00 per day)	\$7,500.00
b. Court Costs	\$1,100.00
c. County Abatement Fees	<u>\$ 700.00</u>

Total: \$9,300.00

DONE AND ORDERED at Escambia County, Florida on this 7th day of April, 2010


Special Magistrate
Office of Environmental Enforcement

**THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA**

ESCAMBIA COUNTY, FLORIDA

VS.

**CASE NO: CE#10-10-00282
LOCATION: 3814 Frontera Circle
PR# 342S30-0295-024-003**

**Kim Chin
4500 North Esto Avenue
El Monte, CA 91731**

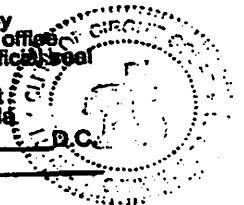
ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged violation of the ordinances of the County of Escambia, State of
Florida, and the Special Magistrate having considered the evidence before him in the
form of testimony by the Enforcement Officer and the respondent or representative *and not*
present but proper notice was given as required by the ordinance
and state statute, as well as evidence submitted and after consideration of the
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate
finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☒ 42-196 (a) Nuisance Conditions
☐ 42-196 (b) Trash and Debris
☐ 42-196 (c) Inoperable Vehicle(s); Described _____

☐ 42-196 (d) Overgrowth

Certified to be a true copy
the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By: *[Signature]* D.C.
Date 2-7-11



THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 10-10-00282
Location: 3814 Frontera Circle
PR# 342S30-0295-024-003

Kim Chin
4587 Peck Rd
El Monte, CA 91732-1950

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of February 01, 2011; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a), and 30-203 (u), (z) Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated February 01, 2011.

Itemized	Cost
a. Fines (one time fee)	\$ 5,000.00
b. Court Costs	\$ 1,100.00
c. County Abatement Fees	<u>\$ 7,000.00</u>

Total: \$ 13,100.00

DONE AND ORDERED at Escambia County, Florida on this 9th day of March, 2012


Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 02/07/2011 at 03:27 PM OR Book 6686 Page 1947,
Instrument #2011008023, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

Recorded in Public Records 02/07/2011 at 03:12 PM OR Book 6686 Page 1919,
Instrument #2011008016, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

**THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA**

ESCAMBIA COUNTY, FLORIDA

VS.

**CASE NO: CE#10-08-00205
LOCATION: 3820 Frontera Circle
PR# 342S30-0295-027-003**

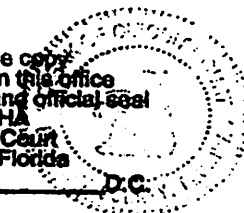
**Kim Chin
4500 North Esto Avenue
El Monte, CA 91731**

ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged violation of the ordinances of the County of Escambia, State of
Florida, and the Special Magistrate having considered the evidence before him in the
form of testimony by the Enforcement Officer and the respondent or representative, *was not*
present but proper notice was given as required by the ordinance
and state statute, as well as evidence submitted and after consideration of the
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate
finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☒ 42-196 (a) Nuisance Conditions
- ☒ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described _____
- ☒ 42-196 (d) Overgrowth

Certified to be a true copy
the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By: *[Signature]* D.C.
Date: 2-7-11



THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 10-08-00205
Location: 3820 Frontera Circle
PR# 342S30-0295-027-003

Kim Chin
4587 Peck Rd
El Monte, CA 91732-1950


ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of February 01, 2011; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a), (b), (d) and 30-203 (o), (t), (z), and (dd) Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated February 01, 2011.

Itemized	Cost
a. Fines (one time fee)	\$ 5,000.00
b. Court Costs	\$ 1,100.00
c. County Abatement Fees	\$ 4,500.00

Total: \$ 10,600.00

DONE AND ORDERED at Escambia County, Florida on this 9th day of March, 2012


Special Magistrate
Office of Environmental Enforcement

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-14. Approval of Various Consent Agenda Items – Continued

6. Authorizing the scheduling of a Public Hearing for September 15, 2011, at 5:31 p.m., to consider the Petition to Vacate a portion of Rawson Lane (approximately 3.14 acres), as petitioned by Pensacola Christian College, Inc.; Pensacola Christian College, Inc. (PCC), owns the majority of the property abutting both sides of the portion of Rawson Lane lying north of Brent Lane and south of Airport Boulevard; Rawson Lane is a paved, County-maintained road (R/W [right-of-way] varies); PCC has plans to upgrade and improve their campus and would like to incorporate this portion of Rawson Lane in their future plans; PCC is requesting that the Board vacate any interest the County has in the portion of Rawson Lane (approximately 3.14 acres), lying north of Brent Lane and south of St. Eusebia Street, as shown on Exhibit "A"; staff has made no representations to the Petitioner that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.
7. Approving the three *Request for Disposition of Property* Forms for the Solid Waste Management Department, for property which is described and listed on the Disposition Forms, with reasons for disposition stated; the listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or properly disposed.
8. Accepting, for filing with the Board's Minutes, the July 21, 2011, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Vera Cardia-Lively, Senior Office Support Assistant, CRA.

9. Taking the following action concerning properties located on Frontera Circle, within the Brownsville Redevelopment Area (CRA) (Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 220102, NESD Capital Projects, Project 08NE0058, Redevelopment Property Acquisition, Object Code 56101; and/or Fund 151, Community Redevelopment, Cost Center 220515, Brownsville CRA, Object Code 56101):
 - A. Authorizing the expenditure of funds for appraisals, title insurance commitments, and other inspections required by Section 46-139, Escambia County Code of Ordinances; and
 - B. Authorizing staff to begin negotiations with the parcel owners on Frontera Circle in anticipation of preparing subsequent recommendations to acquire or facilitate redevelopment of some or all of the parcels.

8/18/2011

Page 15 of 34

dch



**PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA**

CODE ENFORCEMENT LIEN PAYOFF

OFFICIAL RECORDS
P.O. Box 333
Pensacola, FL 32591-0333
Check payable to Pam Childers,
Clerk Of The Circuit Court

Escambia County Governmental Complex
221 Palafox Place, Suite 110
Pensacola, FL 32501-5844
850-595-3930
FAX 850-595-4827

Official Records Book: 6701 Page: 969

[View Image](#)

Start Date 04/15/2011



Court Cost 1,100.00

Reimbursement Recording Fee Order 44.00

Reimbursement Recording Fee Lien 44.00

Amended Order ☒

Copies 7.00

Certified Abatement Costs 6,200.00

Fine Per Day \$5,000.00

Date Of Payoff 04/16/2011



[Submit](#)

[Reset](#)

[Print](#)

Fine Per Day	Number Of Days Accrued	Accumulated Fine	Court Cost	Reimbursement Of Costs	Recording Fee For Cancellation	Preparing Fee For Cancellation	Preparation Fee for Payoff Quote	Certified Abatement Costs	Total Due
5,000.00	1	\$5,000.00	\$1,100.00	\$105.00	\$10.00	\$7.00	\$7.00	\$6,200.00	\$12,429.00

2011 CL 018329

CE 10-03-01625

3822 Frontera

Lien against:

3814 & 3820

Amnt pd from overbid 3820 <697.81>

Amnt pd from overbid 3814 <307.45>

Total still due: \$11,303.74