

AGENDA  
Escambia County  
Community Redevelopment Agency  
June 6, 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, May 2, 2019 - Tonya Green, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the May 2, 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 five Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Bert Thomas Black and Helen S. Black, owners of residential property located at 6226 Vicksburg Drive, Oakfield Redevelopment District, each in the amount of \$6,000 representing an

in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;

2. The Agreements between Escambia County CRA and Joseph D. Cooper and Maria C. Cooper, owners of residential property located at 6208 Confederate Drive, Oakfield Redevelopment District, each in the amount of \$5,495 representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;

3. The Agreements between Escambia County CRA and Leon V. Dulion, III and Nell B. Dulion, owners of residential property located at 427 Sharpsburg Loop, Oakfield Redevelopment District, each in the amount of \$3,816 representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement windows and storm shutter installation;

4. The Agreements between Escambia County CRA and Winston E. Evans, owner of residential property located at 3 Audusson Avenue, Oakfield Redevelopment District, each in the amount of \$3,048 representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;

5. The Agreements between Escambia County CRA and Gary S. Holloway, owner of residential property located at 6612 Flagler Drive, Oakfield Redevelopment District, each in the amount of \$2,950 representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof; and

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

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

<b>Property Owners</b>	<b>Address</b>	<b>Amount</b>
Mary K. Hall and Dustin M. Reeves	2117 and 2119 Eliasberg Avenue	\$2,975
James W. Lent, Jr. and Joanne M. Breen Trustees for James W. Lent, Jr. and Joanne M. Breen Revocable Inter Vivos Trust 5/21/13	25 Manor Drive	\$6,000
Noel L. Munoz	111 Kalash Road	\$2,615
Richard B. Page	307 South First Street	\$3,588

Milton C. Patejdl	508 South First Street	\$2,100
S & J Properties of Pensacola, LLC,	24 Kincaid Street	\$1,775
Timothy S. Smith, Jr.	310 Sunset Avenue	\$4,400
Terri Stine	12 Nimitz Court	\$5,000
Gregg E. Torres	503 Mandalay Drive	\$6,000
Robert F. and Carolyn A. Wilson	428 South First Street	\$3,370

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

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

Adjournment.



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

**Technical/Public Service 1.**

**Community Redevelopment Agency**

**Meeting Date:** 06/06/2019

**Issue:** Community Redevelopment Agency Meeting Minutes, May 2, 2019

**From:** TONYA GREEN, Neighborhood & Human Services Director

**Organization:** Neighborhood & Human Svcs

**CAO Approval:**

---

**RECOMMENDATION:**

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, May 2, 2019 - Tonya Green, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the May 2, 2019, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

**BACKGROUND:**

On May 2, 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\_May22019

---



**MINUTES  
COMMUNITY REDEVELOPMENT AGENCY  
May 2, 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  
Jeff Bergosh, Commissioner, District 1  
Doug Underhill, Commissioner, District 2  
Robert Bender, Commissioner, District 4  
Steven Barry, Commissioner, District 5

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, May 2, 2019 - Tonya Green, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the May 2, 2019, 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 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 two Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and James B. and Jill S. Amos, owners of residential property located at 9016 Chemstrand Road, Ensley Redevelopment District, each in the amount of \$4,347 representing an in-kind match through the Ensley Tax Increment Financing (TIF), Fund 151, Cost Center 370119, replacement windows and storm shutters;

2. The Agreements between Escambia County CRA and Sharon Walker Edwards, owner of residential property located at 201 Bryant Road, Warrington Redevelopment District, each in the amount of \$5,022 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

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

Adjournment.



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

**Budget/Finance 1.**

**Community Redevelopment Agency**

**Meeting Date:** 06/06/2019

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

1. The Agreements between Escambia County CRA and Bert Thomas Black and Helen S. Black, owners of residential property located at 6226 Vicksburg Drive, Oakfield Redevelopment District, each in the amount of \$6,000 representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;

2. The Agreements between Escambia County CRA and Joseph D. Cooper and Maria C. Cooper, owners of residential property located at 6208 Confederate Drive, Oakfield Redevelopment District, each in the amount of \$5,495 representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;

3. The Agreements between Escambia County CRA and Leon V. Dulion, III and Nell B. Dulion, owners of residential property located at 427 Sharpsburg Loop, Oakfield Redevelopment District, each in the amount of \$3,816 representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement windows and storm shutter installation;

4. The Agreements between Escambia County CRA and Winston E. Evans, owner of residential property located at 3 Audusson Avenue, Oakfield Redevelopment District, each in the amount of \$3,048 representing an in-kind match through the Oakfield Tax

Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;

5. The Agreements between Escambia County CRA and Gary S. Holloway, owner of residential property located at 6612 Flagler Drive, Oakfield Redevelopment District, each in the amount of \$2,950 representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof; and

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

**BACKGROUND:**

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

On June 6, 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. Bert Thomas Black and Helen S. Black, Oakfield TIF, Cost Center 370121, in the amount of \$6,000
2. Joseph D. Cooper and Maria C. Cooper, Oakfield TIF, Cost Center 370121, in the amount of \$5,495
3. Leon V. Dulion, III and Nell B. Dulion, Oakfield TIF, Cost Center 370121, in the amount of \$3,816
4. Winston E. Evans, Oakfield TIF, Cost Center 370121, in the amount of \$3,048
5. Gary S. Holloway, Oakfield TIF, Cost Center 370121, in the amount of \$2,950

**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\\_6226 Vicksburg Drive\\_June2019](#)

[Agreement\\_6208 Confederate Drive\\_June2019](#)

[Agreement\\_427 Sharpsburg Loop\\_June2019](#)

[Agreement\\_3 Audusson Avenue\\_June2019](#)

[Agreement\\_6612 Flagler Drive\\_June2019](#)

---

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

THIS FUNDING AGREEMENT is made and entered into this 6<sup>th</sup> day of June 2019, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Bert Thomas Black and Helen S. Black (the "Recipients"), owner of residential property located at 6226 Vicksburg Drive, Pensacola, Florida, 32503.

**WITNESSETH:**

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

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$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 **6<sup>th</sup>** day of **June 2019**, and the Project shall be complete on or before the **6<sup>th</sup>** day of **September 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

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

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

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

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

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

14. Maintenance of Records: The Recipient shall maintain written records and accounts



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

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

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

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

County:

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

Recipient:

Bert Thomas Black and Helen S. Black  
6226 Vicksburg Drive  
Pensacola, FL 32503

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 Recipients:

Bert Thomas Black  
**Bert Thomas Black, Property Owner**

Helen S. Black  
**Helen S. Black, Property Owner**

Approved as to form and legal sufficiency.

By/Title: K. Evans SAC  
Date: 5/2/19

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

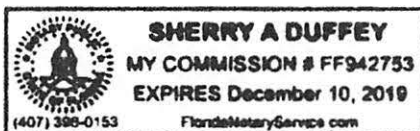
The foregoing instrument was acknowledged before me this 23<sup>RD</sup> day of May, 2019 by Bert Thomas Black, Property Owner. He ( ) is personally known to me or (  ) has produced FL DL EXP 1-18-20 as identification.

The foregoing instrument was acknowledged before me this 23<sup>RD</sup> day of May, 2019 by Helen S. Black, Property Owner. She ( ) is personally known to me or (  ) has produced FL DL 4-29-20 as identification.

Sherry Duffey  
Signature of Notary Public

Sherry Duffey  
Printed Name of Notary Public

(Notary Seal)



**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Bert Thomas Black and Helen S. Black**  
Property Address: **6226 Vicksburg Drive, Pensacola, Florida, 32503**

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  
**Bert Thomas Black  
and Helen S. Black  
Husband and Wife**

Address of Property  
**6226 Vicksburg Drive  
Pensacola, FL 32503**

Property Reference No.  
**28-2S-30-4200-170-005**

**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 Recipients:

Bert Thomas Black  
Bert Thomas Black, Property Owner

Helen S. Black  
Helen S. Black, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23RD day of May, 2019 by Bert Thomas Black, Property Owner. He ( ) is personally known to me or (  ) has produced FL DL Exp-418-20 as identification.

The foregoing instrument was acknowledged before me this 23RD day of May, 2019 by Helen S. Black, Property Owner. She ( ) is personally known to me or (  ) has produced FL DL Exp-429-20 as identification.

Sherry Duffey  
Signature of Notary Public

Sherry Duffey  
Printed Name of Notary Public

(Notary Seal)



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: K. Duval SACA  
Date: 5/21/19

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



Before (taken 5/21/2019)



## **Replacement Roof**

**6226 Vicksburg Drive-Bert T. and Helen S. Black**

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

THIS FUNDING AGREEMENT is made and entered into this 6<sup>th</sup> day of June 2019, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Joseph D. Cooper and Maria C. Cooper (the "Recipients"), owner of residential property located at 6208 Confederate Drive, Pensacola, Florida, 32503.

**WITNESSETH:**

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

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$5,495**, 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 **\$5,495** which shall be comprised of a cash contribution of **\$5,495**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **6<sup>th</sup> day of June 2019**, and the Project shall be complete on or before the **6<sup>th</sup> day of September 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

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

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

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

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

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

14. Maintenance of Records: The Recipient shall maintain written records and accounts



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

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

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

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

County:

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

Recipient:

Joseph D. Cooper and Maria C.  
Cooper  
6208 Confederate Drive  
Pensacola, FL 32503

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 Recipients:**

Joseph D. Cooper  
**Joseph D. Cooper, Property Owner**

Maria C. Cooper  
**Maria C. Cooper, Property Owner**

Approved as to form and legal sufficiency

By/Title: K. Haskins  
Date: 5/21/19

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

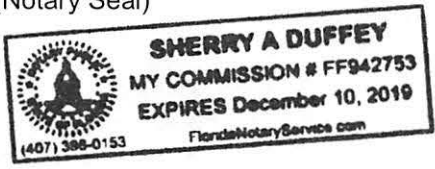
The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of June May<sup>50</sup>, 2019 by Joseph D. Cooper, Property Owner. He ( ) is personally known to me or (  ) has produced FLDL exp 12-11-19 as identification.

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of June May<sup>50</sup>, 2019 by Maria C. Cooper, Property Owner. She ( ) is personally known to me or (  ) has produced FLDL exp 6-11-19 as identification.

Sherry Duffey  
Signature of Notary Public

Sherry Duffey  
Printed Name of Notary Public

(Notary Seal)



**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Joseph D. Cooper and Maria C. Cooper**  
Property Address: **6208 Confederate Drive, Pensacola, Florida, 32503**

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  
**Joseph D. Cooper  
and Maria C. Cooper  
Husband and Wife**

Address of Property  
**6208 Confederate Drive  
Pensacola, FL 32503**

Property Reference No.  
**28-1S-30-3102-000-000**

**Total Amount of Lien**

**\$5,495**

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 Recipients:**

Joseph D. Cooper  
Joseph D. Cooper, Property Owner

Maria C. Cooper  
Maria C. Cooper, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

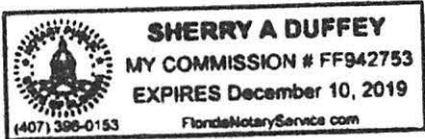
The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of June May, 2019 by Joseph D. Cooper, Property Owner. He ( ) is personally known to me or (  ) has produced FL DL exp 12-11-29 as identification.

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of June May, 2019 by Maria C. Cooper, Property Owner. She ( ) is personally known to me or (  ) has produced FL DL exp 6-18-19 as identification.

Sherry Duffey  
Signature of Notary Public

Sherry Duffey  
Printed Name of Notary Public

(Notary Seal)



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: J. Huelsa  
Date: 5/21/19

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



Before (taken 5/21/2019)



## Replacement Roof

**6208 Confederate Drive-Joseph D. and Marie C. Cooper**

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

THIS FUNDING AGREEMENT is made and entered into this 6<sup>th</sup> day of June 2019, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Leon V. Dulion, III and Nell B. Dulion (the "Recipients"), owner of residential property located at 427 Sharpsburg Loop, Pensacola, Florida, 32503.

**WITNESSETH:**

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

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$3,816**, 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 **\$3,816** which shall be comprised of a cash contribution of **\$3,816**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **6<sup>th</sup> day of June 2019**, and the Project shall be complete on or before the **6<sup>th</sup> day of September 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

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

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

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

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

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

14. Maintenance of Records: The Recipient shall maintain written records and accounts



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

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

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

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

County:

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

Recipient:

Leon V. Dulion, III and Nell B. Dulion  
427 Sharpsburg Loop  
Pensacola, FL 32503

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 Recipients:  
  
\_\_\_\_\_  
**Leon V. Dulion, III, Property Owner**

  
\_\_\_\_\_  
**Nell B. Dulion, Property Owner**

Approved as to form and legal sufficiency.

By/Title:   
Date: 5/21/19

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

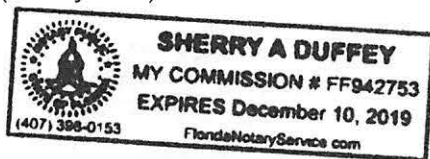
The foregoing instrument was acknowledged before me this 22<sup>ND</sup> day of June MAY<sup>19</sup>, 2019 by Leon V. Dulion, III, Property Owner. He ( ) is personally known to me or (  ) has produced FL DL Exp-4-20-22 as identification.

The foregoing instrument was acknowledged before me this 22<sup>ND</sup> day of June MAY<sup>19</sup>, 2019 by Nell B. Dulion, Property Owner. She ( ) is personally known to me or (  ) has produced FL DL Exp-1-24-22 as identification.

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

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

(Notary Seal)



**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Leon V. Dulong, III and Nell B. Dulong**  
Property Address: **427 Sharpsburg Loop, Pensacola, Florida, 32503**

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

**Replacement Windows and Storm Shutter Installation.**

**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  
**Leon V. Dulong, III**  
**and Nell B. Dulong**  
**Husband and Wife**

Address of Property  
**427 Sharpsburg Loop**  
**Pensacola, FL 32503**

Property Reference No.  
**35-1S-30-7130-004-001**

**Total Amount of Lien**

**\$3,816**

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 Recipients:

Leon V. Dulion, III  
Leon V. Dulion, III, Property Owner

Nell B. Dulion  
Nell B. Dulion, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of June May<sup>SD</sup>, 2019 by Leon V. Dulion, Property Owner. He () is personally known to me or () has produced FL DL Exp. 4-30-22 as identification.

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of June May<sup>SD</sup>, 2019 by Nell B. Dulion, Property Owner. She () is personally known to me or () has produced FL DL Exp. 1-24-22 as identification.

Sherry Duffey  
Signature of Notary Public

(Notary Seal)

Sherry Duffey  
Printed Name of Notary Public



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

By: \_\_\_\_\_  
**Lumon J. May, Chairman**

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

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

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

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

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 5/21/19

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



Before (taken 5/21/2019)



**Replacement Windows and Storm Shutter Installation**  
**427 Sharpsburg Loop-Leon V. Dulion, III and Nell B.**  
**Dulion**

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

THIS FUNDING AGREEMENT is made and entered into this 6<sup>th</sup> day of June 2019, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Winston E. Evans (the "Recipient"), owner of residential property located at 3 Audusson Avenue, Pensacola, Florida, 32507.

**WITNESSETH:**

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

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **\$3,048**, 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 **\$3,048** which shall be comprised of a cash contribution of **\$3,048**.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the **6<sup>th</sup> day of June 2019**, and the Project shall be complete on or before the **6<sup>th</sup> day of September 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

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

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

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

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

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

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



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

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

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

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

County:

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

Recipient:

Winston E. Evans  
3 Audusson Avenue  
Pensacola, FL 32507

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

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

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

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

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

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

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

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

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

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

By: \_\_\_\_\_  
**Lumon J. May, Chairman**

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

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

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

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

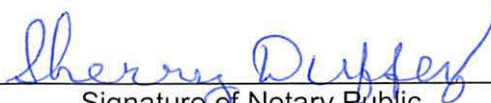
(SEAL)

**For Recipients:**

  
\_\_\_\_\_  
**Winston E. Evans, Property Owner**

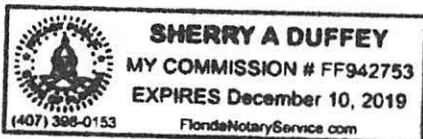
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22<sup>ND</sup> day of June, 2019 by Winston E. Evans, Property Owner. He ( ) is personally known to me or (  ) has produced FL DL Exp. 9-22-20 as identification.

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

(Notary Seal)

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



Approved as to form and legal sufficiency.

By/Title: Sherry Duffey  
Date: 5/21/19

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Winston E. Evans**

Property Address: **3 Audusson Avenue, Pensacola, Florida, 32507**

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

**Replacement Roof.**

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

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

**Lien Agreement**

Applicant Name  
**Winston E. Evans**  
**An unmarried man**

Address of Property  
**3 Audusson Avenue**  
**Pensacola, FL 32507**

Property Reference No.  
**59-2S-30-1000-004-019**

**Total Amount of Lien**

**\$3,048**

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 Recipients:

Winston E. Evans, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22<sup>ND</sup> day of June ~~May~~, 2019 by Winston E. Evans, Property Owner. He ( ) is personally known to me or ( ✓ ) has produced FLDL exp 9-22-22 as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)



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: K. K. W. SACHA  
Date: 3/21/19

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



Before (taken 5/21/2019)



**Replacement Roof**

**3 Audusson Avenue-Winston E. Evans**

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

THIS FUNDING AGREEMENT is made and entered into this 6<sup>th</sup> day of June 2019, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Gary S. Holloway (the "Recipient"), owner of residential property located at 6612 Flagler Drive, Pensacola, Florida, 32503.

**WITNESSETH:**

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

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

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

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

1. **Recitals:** The above recitals are incorporated into this Agreement.
2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$2,950, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
3. **In-Kind Match:** The Recipient shall provide matching funds in the total amount of \$2,950 which shall be comprised of a cash contribution of \$2,950.
4. **Project:** The Project funded by the grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
5. **Term:** The work to be performed for the Project shall commence after the 6<sup>th</sup> day of June 2019, and the Project shall be complete on or before the 6<sup>th</sup> day of September 2019, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
6. **Applicable Laws:** The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

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

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

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

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

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

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

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



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

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

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

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

County:

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

Recipient:

Gary S. Holloway  
6612 Flagler Drive  
Pensacola, FL 32503

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:

Gary S. Holloway  
\_\_\_\_\_  
**Gary S. Holloway, Property Owner**

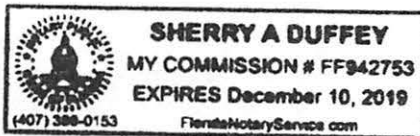
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of May, 2019 by Gary S. Holloway, Property Owner. He ( ) is personally known to me or (  ) has produced FL DL exp. 5-17-27 as identification.

Sherry Duffey  
\_\_\_\_\_  
Signature of Notary Public

(Notary Seal)

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



Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 5/7/19

**EXHIBIT I**

**RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): **Gary S. Holloway**

Property Address: **6612 Flagler Drive, Pensacola, Florida, 32503**

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**  
**Gary S. Holloway**  
**A single man**

**Address of Property**  
**6612 Flagler Drive**  
**Pensacola, FL 32503**

**Property Reference No.**  
**21-2S-30-1125-000-051**

**Total Amount of Lien**

**\$2,950**

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 S. Holloway  
Gary S. Holloway, Property Owner

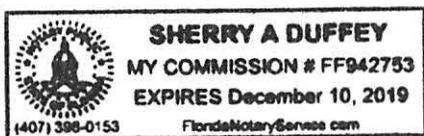
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of May, 2019 by Gary S. Holloway, Property Owner. He ( ) is personally known to me or (  ) has produced FBI exp. 5-17-19 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: \_\_\_\_\_  
**Lumon J. May, Chairman**

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

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

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

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

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 5/7/19

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



BEFORE taken (5/2/2019)



**Replacement Roof**

**6612 Flagler Drive-Gary S. Holloway**



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

**Budget/Finance 2.**

**Community Redevelopment Agency**

**Meeting Date:** 06/06/2019

**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 ten Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Rehab Grant Program:

<b>Property Owners</b>	<b>Address</b>	<b>Amount</b>
Mary K. Hall and Dustin M. Reeves	2117 and 2119 Eliasberg Avenue	\$2,975
James W. Lent, Jr. and Joanne M. Breen Trustees for James W. Lent, Jr. and Joanne M. Breen Revocable Inter Vivos Trust 5/21/13	25 Manor Drive	\$6,000
Noel L. Munoz	111 Kalash Road	\$2,615
Richard B. Page	307 South First Street	\$3,588
Milton C. Patejdl	508 South First Street	\$2,100
S & J Properties of Pensacola, LLC,	24 Kincaid Street	\$1,775
Timothy S. Smith, Jr.	310 Sunset Avenue	\$4,400
Terri Stine	12 Nimitz Court	\$5,000
Gregg E. Torres	503 Mandalay Drive	\$6,000
Robert F. and Carolyn A. Wilson	428 South First Street	\$3,370

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\\_HallandReeves\\_June2019](#)

[LienCX\\_LentandBreen\\_June2019](#)

[LienCX\\_Munoz\\_June2019](#)

[LienCX\\_Page\\_June2019](#)

[LienCX\\_Patejdl\\_June2019](#)

[LienCX\\_SandJProperties\\_June2019](#)

[LienCX\\_Stine\\_June2019](#)

[LienCX\\_Stine\\_June2019](#)

[LienCX\\_Torres\\_June2019](#)

[LienCX\\_Wilson\\_June2019](#)

---

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 \$2,975 executed by Mary K. Hall and Dustin M. Reeves, and recorded in Official Record Book 7887 at page 633, 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. A. Nalson  
Date: 7/15/19

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**

<b>Applicant Name(s)</b> <b><u>Mary K. Hall and</u></b> <b><u>Dustin M. Reeves</u></b>	<b>Address of Property</b> <b><u>2117 and 2119 Eliasberg Avenue</u></b> <b><u>Pensacola, FL 32507</u></b>	<b>Property Reference No.</b> <b><u>35-2S-31-1000-001-096</u></b>
--	---	--

**Total Amount of Lien** **\$2,975**

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: *J. Mittle*

Date: 8102-22-1

For Recipient(s):

Mary K. Hall  
Mary K. Hall, Property Owner

Dustin M. Reeves  
Dustin M. Reeves, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of December, 2017 by Mary K. Hall, Property Owner. She  is personally known to me or  has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of December, 2017 by Dustin M. Reeves, 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

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

Approved as to form and legal sufficiency:

By/Title: [Signature]  
Date: 12-11-17



Before

Warrington District

Mary K. Hall and Dustin M.  
Reeves

2117 and 2119 Eliasberg  
Avenue

**Replacement Windows**

Project Total \$5,951

Grant Total \$2,975



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 \$6,000 executed by James W. Lent, Jr. and Joanne M. Breen Trustees for James W. Lent, Jr. and Joanne M. Breen Revocable Inter Vivos Trust 5/21/13, and recorded in Official Record Book 7907 at page 1978, 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 Childers  
Date: 4/15/19

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

3/15/2018 (ART II 3(4))

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

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

**Lien Agreement**

<b>Applicant Name(s)</b> <u>James W. Lent, Jr. and</u> <u>Joanne M. Breen Trustees for</u> <u>James W. Lent, Jr. and</u> <u>Joanne M. Breen Revocable</u> <u>Inter Vivos Trust 5/21/13</u>	<b>Address of Property</b> <u>25 Manor Drive</u> <u>Pensacola, FL 32507</u>	<b>Property Reference No.</b> <u>50-2S-30-6031-000-006</u>
---	---	---

**Total Amount of Lien** **\$6,000**

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

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

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

Date: 3/16/2018 Verified By: 



For Recipient(s): James W. Lent, Jr. and Joanne M. Breen Trustees for James W. Lent, Jr. and Joanne M. Breen Revocable Inter Vivos Trust 5/21/13

[Signature]  
James W. Lent, Jr., Property Owner

[Signature]  
Joanne M. Breen, Property Owner

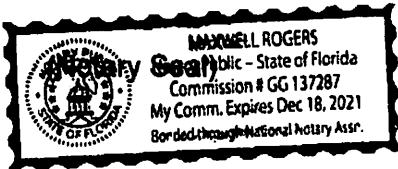
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of February, 2018 by James W. Lent, Jr., Property Owner. He  is personally known to me or  has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of February, 2018 by Joanne M. Breen, 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: 3/15/2018  
BCC Approved: 03-15-2018

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: 2/15/18



Warrington District

James W. Lent, Jr. and Joanne M. Breen Trustees for James W. Lent, Jr. and Joanne M. Breen Revocable Inter Vivos Trust 5/21/13

25 Manor Drive

**Replacement Windows**

Project Total \$12,132

Grant Total \$6,000



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **\$2,615** executed by **Noel L. Munoz**, and recorded in Official Record Book **7894** at page **277**, 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: 4/15/19

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 CAR II-1(u)

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

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

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2018033966 5/2/2018 3:15 PM  
OFF REC BK: 7894 PG: 277 Doc Type: L  
Recording \$18.50

**Lien Agreement**

**Applicant Name**  
**Noel L. Munoz**

**Address of Property**  
**111 Kalash Road**  
**Pensacola, FL 32507**

**Property Reference No.**  
**50-2S-30-6090-538-025**

**Total Amount of Lien**

**\$2,615**

Verified By: *gmittle*

Date: 1-22-2018

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:

noel L. Munoz  
Noel L. Munoz, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 2017 by Noel L. Munoz, Property Owner. He () is personally known to me or () has produced Waltz ID as identification.

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

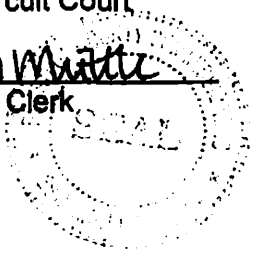


For: Board of County Commissioners of Escambia County

By: Jeff Bergosh  
Jeff Bergosh, Chairman

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

By: Jenica Mittie  
Deputy Clerk



Date Executed: 1-18-2018

BCC Approved: 01-18-2018

Approved as to form and legal sufficiency.

Kristin Hinds  
By/Title: Kristin Hinds  
Date: 12/19/17

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





Warrington District

Noel L. Munoz

111 Kalash Road

**Total Electrical Rewiring  
Upgrade**

Project Total \$5,230

Grant Total \$2,615



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 **\$3,588** executed by **Richard B. Page**, and recorded in Official Record Book **7894** at page **275**, 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. J. [Signature]  
Date: 4/15/19

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



9/21/2017 CRA (R.B. PAGE)

**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  
Richard B. Page**

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

**Property Reference No.  
50-2S-30-7062-006-032**

**Total Amount of Lien**

**\$3,588**

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: *[Signature]*  
Date: *9/25/2017*

For Recipient:

[Signature]  
Richard B. Page, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

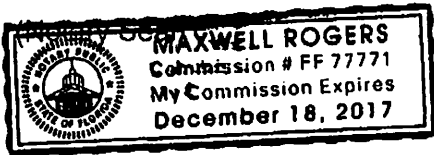
The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of August, 2017 by Richard B. Page, Property Owner. He ( ) is personally known to me or ( X ) has produced FL Drivers Lic as identification.

[Signature]  
Signature of Notary Public

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public



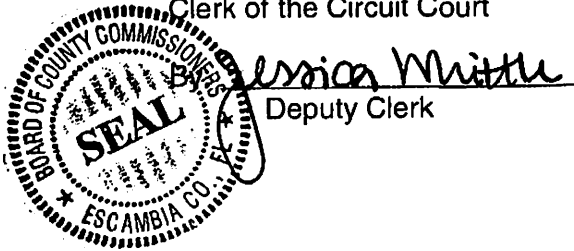
For: **Board of County Commissioners of Escambia County**

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

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

Date Executed: 9/21/2017

BCC Approved: 09-21-2017



Jessica Mittre  
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 8/23/17

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

Warrington District

Richard B. Page

307 South First Street

**Replacement Roof**

Project Total \$7,176

Grant Total \$3,588



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 \$2,100 executed by Milton C. Patejdl, and recorded in Official Record Book 7897 at page 595, 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. Chumak  
Date: 7/15/17

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

3/15/2018 CAB II 3 (1)

**Escambia County Community Redevelopment Agency**

**Residential Rehab Grant Program**

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

**Lien Agreement**

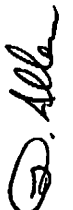
**Applicant Name**  
**Milton C. Patel**

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

**Property Reference No.**  
**51-2S-30-7062-330-037**

**Total Amount of Lien**

**\$2,100**

Date: 3/16/2018 Verified By:  D. Allen

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:

Milton C. Patejdl  
Milton C. Patejdl, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of February, 2018 by Milton C. Patejdl, Property Owner. He ( ) is personally known to me or (  ) has produced FC Drivers Lic as identification.



Maxwell Rogers  
Signature of Notary Public

MAXWELL ROGERS  
Printed Name of Notary Public

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

By: Jeff Bergosh  
Jeff Bergosh, Chairman

ATTES **PAM CHILDERS**  
Clerk of the Circuit Court



By: Pam Childers  
Deputy Clerk

Date Executed: 3-15-2018

BCC Approved: 03-15-2018

Approved as to form and legal sufficiency.

By/Title: Jeff Bergosh  
Date: 3-16-18

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





Before

Warrington District

Milton C. Patejdl

508 South First Street

**Replacement Roof**

Project Total \$4,200

Grant Total \$2,100



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 \$1,775 executed by S & J Properties of Pensacola, LLC, and recorded in Official Record Book 7897 at page 593, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial, Façade, Landscaping, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial, Façade, Landscaping, and Infrastructure 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: J Childers  
Date: 4/15/19

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

2/15/2018 CARTI-10  
(5-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)**  
**S & J Properties of**  
**Pensacola, LLC**

**Address of Property**  
**24 Kincaid Street**  
**Pensacola, FL 32507**

**Property Reference No.**  
**50-2S-30-5000-140-014**

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2018035753 5/9/2018 3:14 PM  
OFF REC BK: 7897 PG: 593 Doc Type: L  
Recording \$18.50

**Total Amount of Lien**

**\$1,775**

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: 2/16/2018 Verified By: [Signature]

For Recipient(s): S & J Properties of Pensacola, LLC

*Joshua Joseph Trosclair*  
Joshua Joseph Trosclair, Registered Agent

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of January, 2018 by Jgshua Joseph Trosclair, Registered Agent. He  is personally known to me or  has produced FL Drivers License as identification.

*Sherry Duffey*  
Signature of Notary Public  
Sherry Duffey  
Printed Name of Notary Public

(Notary Seal)



For: **Board of County Commissioners of Escambia County**  
By: *Jeff Bergosh*  
**Jeff Bergosh, Chairman**

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



Date Executed: 2/15/2018

BCC Approved: 02-15-2018

Approved as to form and legal sufficiency.

By/Title: *Adalberto*  
Date: 1/17/18

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





Barrancas District

S & J Properties, LLC

24 Kincaid Street

**Sanitary Sewer Connection**

Project Total \$3,550

Grant Total \$1,775



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 **\$4,400** executed by **Timothy S. Smith, Jr.**, and recorded in Official Record Book **7882** at page **1491**, 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: 4/15/19

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

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2018027649 4/11/2018 4:07 PM  
OFF REC BK: 7882 PG: 1491 Doc Type: L  
Recording \$18.50

**Lien Agreement**

**Applicant Name**  
**Timothy S. Smith, Jr.**

**Address of Property**  
**310 Sunset Avenue**  
**Pensacola, FL 32507**

**Property Reference No.**  
**50-2S-30-6090-148-009**

**Total Amount of Lien**

**\$4,400**

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: *Jmw*

Date: 1-17-2018

For Recipient:

*[Handwritten Signature]*

**Timothy S. Smith, Jr., Property Owner**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

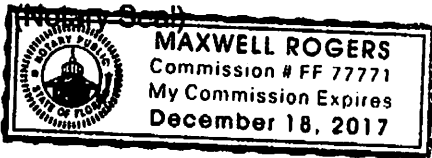
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of November, 2017 by Timothy S. Smith, Jr., Property Owner. He () is personally known to me or () has produced \_\_\_\_\_ as identification.

*[Handwritten Signature]*

Signature of Notary Public

Maxwell Rogers

Printed Name of Notary Public



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

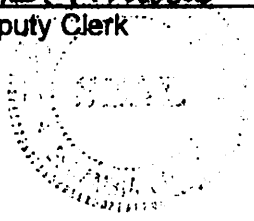
By: *[Handwritten Signature]*  
**Jeff Bergesh, Chairman**

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

By: *[Handwritten Signature]*  
Deputy Clerk

Date Executed: 1-18-2018

BCC Approved: 01-18-2018



Approved as to form and legal sufficiency.

By/Title: *[Handwritten Signature]*  
Date: 11/18/17

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

Warrington District  
Timothy S. Smith, Jr.  
310 Sunset Avenue  
**Replacement Roof**  
Project Total \$8,800  
Grant Total \$4,400



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 **\$5,000** executed by **Terri Stine**, and recorded in Official Record Book **7894** at page **271**, 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: 9/13/19

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

2/15/2018 CAR II-10 (2-B)

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

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

**Lien Agreement**

**Applicant Name(s)  
Terri Stine**

**Address of Property  
12 Nimitz Court  
Pensacola, FL 32514**

**Property Reference No.  
50-2S-30-5010-270-017**

**Total Amount of Lien**

**\$5,000**

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.

**Verified By:** *[Signature]*  
**Date:** 2/16/2018

For Recipient(s):

Terri Stine  
Terri Stine, Property Owner

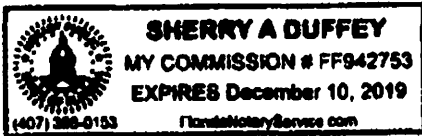
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of January, 2018 by Terri Stine, Property Owner. She  is personally known to me or  has produced \_\_\_\_\_ as identification.

Sherry Duffey  
Signature of Notary Public

(Notary Seal)

Sherry Duffey  
Printed Name of Notary Public



For: Board of County Commissioners of Escambia County

By: Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court



[Signature]  
Deputy Clerk

Date Executed: 2/15/2018

BCC Approved: 02-15-2018

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

Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 12/27/17





Before

Barrancas District

Terri Stine

12 Nimitz Court

**Replacement Roof**

Project Total \$10,000

Grant Total \$5,000



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 \$6,000 executed by Gregg E. Torres, and recorded in Official Record Book 7907 at page 1982, 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: 4/13/19

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

4/20/2017 (Orig II-1 A-10)

**Escambia County Community Redevelopment Agency  
Residential Rehab Grant Program  
Administered By: Escambia County Community & Environment Department  
Community Redevelopment Agency**

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2018041640 5/30/2018 10:02 AM  
OFF REC BK: 7907 PG: 1982 Doc Type: L  
Recording \$18.50

**Lien Agreement**

**Applicant Name(s)  
Gregg E. Torres**

**Address of Property  
503 Mandalay Drive  
Pensacola, FL 32507**

**Property Reference No.  
59-2S-30-1000-002-005**

**Total Amount of Lien**

**\$6,000**

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

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

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

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

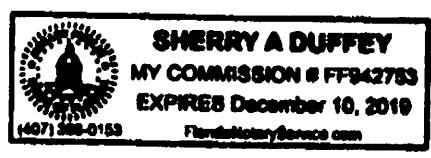
For Recipient(s): *Gregg Torres*  
Gregg E. Torres, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of March, 2017 by Gregg E. Torres, Property Owner. He () is personally known to me or () has produced FL DL EXP. (1-17-2) as identification.

(Notary Seal)

*Sherry Duffey*  
Signature of Notary Public  
Sherry Duffey  
Printed Name of Notary Public



For: Board of County Commissioners of Escambia County

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

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

Date Executed: 4/20/2017

BCC Approved: 04-20-2017



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

Approved as to form and legal sufficiency.  
By/Title: *K. Sheard ACF*  
Date: 3/22/17





Before

Barrancas District

Gregg E. Torres

503 Mandalay Drive

**Replacement Roof and Total  
Electrical Rewiring Upgrade**

Project Total \$15,010

Grant Total \$6,000



After

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$3,370 executed by Robert F. and Carolyn A. Wilson, and recorded in Official Record Book 7888 at page 110, 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: 4/15/19

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



3/15/2018 CARI-3 (3)

**Escambia County Community Red  
Residential Rehab Grant Program**

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

**Lien Agreement**

<b>Applicant Name(s)</b>	<b>Address of Property</b>	<b>Property Reference No.</b>
<b><u>Robert F. and Carolyn A. Wilson</u></b>	<b><u>428 South First Street</u></b> <b><u>Pensacola, FL 32507</u></b>	<b><u>51-2S-30-7062-033-034</u></b>

**Total Amount of Lien** **\$3,370**

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

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

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

Date: 3/16/2018 Verified By: 

**For Recipient(s):**

Robert F. Wilson  
Robert F. Wilson, Property Owner

Carolyn A. Wilson  
Carolyn A. Wilson, Property Owner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of February, 2018 by Robert F. Wilson, Property Owner. He () is personally known to me or () has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of February, 2018 by Carolyn A. Wilson, 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  
[Signature]  
Deputy Clerk



Date Executed: 3/15/2018  
BCC Approved: 03-15-2018

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:  
[Signature]  
By/Title:  
Date: 2/18/18



Before

Warrington District  
Robert F. and Carolyn A.  
Wilson

428 South First Street

**Replacement Roof**

Project Total \$6,740

Grant Total \$3,370



After