

# Board of County Commissioners

## Agenda Request

**Date of Meeting:** February 6, 2024

**Date Submitted:** January 10, 2024

**To:** Honorable Chairman and Members of the Board

**From:** Edward J. Dixon, County Administrator  
Sonya D. Burns, SHIP Housing Coordinator

**Subject:** Approval of Signatures for Special Assessment Liens and Rehabilitation Contracts - State Housing Initiative Partnership Program (SHIP) and Gadsden County Emergency Repair Program (ER)

---

### **Statement of Issue:**

This agenda item seeks Board approval and signatures for the Special Assessment Lien and Rehabilitation Contract that was agreed upon by the Homeowner, Contractor and Community Development Administration's SHIP Housing Programs.

### **Background:**

To protect the interest of the County, the State requires that a lien and contract be placed on the homes that are going to be rehabilitated with SHIP/ER funds or assisted with the purchase of a home. The Special Assessment Lien was signed and needs to be recorded once the homeowners have been awarded the Deferred Payment Loan to rehabilitate their home. The loan is funded by the State Housing Initiative Partnership SHIP Program through the State of Florida and does not require repayment. Repayment of the loan, when required, is based upon the prorated principal balance for the term of the loan that has not expired. The Owners and the Gadsden County Community Development Administration's Housing Rehabilitation Program have agreed that the owners shall remain in the house a full five-year period at no annual rate of interest and once the five-year period is completed the lien would be forgiven and satisfied. The homeowners are required to pay fees to have the lien recorded at the Gadsden County Clerk or Court's office and the Gadsden County Community Development Administration office will furnish them a copy of the recorded document and keep the original for our files.

**Analysis:**

As agreed, upon by the Owner and the Gadsden County Community Development Administrations SHIP/ER Rehabilitation Programs the owner **(See Exhibit A)** shall remain in the house for a full five-year, two-year, seven-year or ten-year period, after the lien has expired it will be forgiven and satisfied. The Rehab Contract is the agreement that has been made between the contractor and homeowner.

**Fiscal Impact:**

None

**Options:**

1. Approve and sign the homeowner's lien and contract that is being or have been served by the SHIP housing programs and all related documents.
2. Board Direction.

**County Administrator's Recommendation:**

Option 1.

**Attachment(s):**

1. Exhibit A
2. Lien and Contract (s)

**Exhibit A**  
**Homeowners List**

1. DaVontrez Dukes – Homebuyer Program (7yr)
2. Elore Bryant & Levi Houston – SHIP/USDA Rural Dev. Program (5yr)
3. Rickie Jones – ER/SHIP Program (5yr)
4. Benjamin & Vanessa Brown – ER Program (2yr)
5. Theodore Travis – ER/SHIP Program (5yr)
6. Sharolyn Thomas-Wood – ER/SHIP Program (5yr)
7. Willie Green - ER Program (2yr)

**GADSDEN COUNTY  
SPECIAL ASSESSMENT LIEN  
FOR FIRST TIME HOMEBUYERS**

THIS AGREEMENT, MADE THIS 8<sup>TH</sup> DAY of DECEMBER, 2023 by and between DAVONTREZ DUKES, 45 TENNEL RD. MIDWAY, FLORIDA 32343 hereinafter referred to as "Owner-Occupant" and Gadsden County Board of County Commissioners through its First-Time Homebuyer Program, hereinafter referred to as "SHIP PROGRAM", relates to the real property lying in Gadsden County, Florida described as follows:

**Parcel Identification Number: 4-12-1N-3W-1235-0000C-0040**

**LEGAL DESCRIPTON: LOT 4, BLK C OF UNRECORDED PLAT OF HIGH BLUFF ACRES.**

Commence at the iron pipe (found) known as marking the Southwest corner of Section 12, Township North, Range 3 West, Gadsden county Florida and run: Thence North 89 degrees 04 minutes 43 seconds East along the Southerly boundary of said Section 12 a distance of 600.00 feet; Thence North 00 degrees 19 minutes 39 seconds West 1311.48 feet; Thence North 89 degrees 49 minutes 06second East 129.72 fee; Thence North 03 degrees 50 minutes 35 seconds East 171.21 feet to the Point of Beginning. From said Point of Beginning thence continue North 03 degrees 50 minutes 35 seconds East 80.13 feet; Thence North 89 degrees 26 minutes 59 seconds West 247.16 feet to the centerline (approximate) of a graded roadway, Thence South 11 degrees 18 minutes 43 seconds West along said centerline a distance of 81.44 feet to the iron pipe (set); Thence South 89 degrees 26 minutes 59 seconds East 257.77 feet to the Point of Beginning.

**WITNESSETH:**

**WHEREAS**, the Owner-Occupant proposes to finance the cost of the down payment and closing costs on the above described property from the proceeds of a Deferred Payment Loan made, or to be made available to Owner-Occupant by the First-time Homebuyer Program. The Loan is funded through the State of Florida Housing Finance Agency; and

**WHEREAS**, the applicant for a Deferred Payment Loan must be the Owner-Occupant of the structure or must be the Purchaser-Occupant under a validly executed and binding land sales contract for the above described real property; and

**WHEREAS**, as long as at least one of the Owner-Occupants who was awarded the Deferred Payment Loan under the SHIP Program remains the Owner-Occupant in the seven (7) year period from the date hereof, the Deferred Payment Loan does not require repayment.

**NOW, THEREFORE**, in consideration of the covenants and conditions contained herein and other good and valuable consideration, it is agreed as follows:

1. The principal amount of the Deferred Payment Loan shall not exceed **SEVEN THOUSAND FIVE HUNDRED DOLLARS & 00/100 (\$7,500)** and shall be based upon the final approved, construction contract price (less other funds supplied by the Owner Occupant, if any.)
2. The term of the Deferred Payment Loan for rehabilitating the above described shall be seven (7) years from the date hereof, at zero percent (0%) annual rate of interest.
3. The Deferred Payment Loan principal amount shall be forgiven in an equal amount each month during the Owner-Occupant's ownership and occupancy of the property for the seven (7) year term of the Loan. (Ten Percent (10%) of the principal is forgiven each year.) Repayment of the Loan, when required, shall be based upon the prorated principal balance for the unexpired term of the Loan.
4. The amount of the Loan as herein provided shall be a special assessment against the property as described herein, and this Agreement, shall constitute a LIEN ON SAID PROPERTY. Said lien shall be satisfied after the Owner-Occupant has completed the full seven (7) year term of this Agreement, or paid to Gadsden County the balance of the Deferred Payment Loan that may become due to the County as a result of the Owner-Occupant's default of the terms of the Agreement.

**GADSDEN COUNTY  
SPECIAL ASSESSMENT LIEN  
FOR FIRST TIME HOMEBUYERS**

5. The Owner-Occupant agrees to the following terms in the event of transfer of ownership, loss of residence at subject property, or death of the Owner-Occupant within seven (7) years from the date hereof:

Loss of ownership by sale, transfer or death, or non-occupancy by the Owner-Occupant, shall constitute a default and will cause the Deferred Payment Loan to become due and payable in a lump sum. However, the County Commission may allow repayment on an annual basis in accordance with the provisions of Paragraph 6 as hereinafter set forth.

It is further provided that, upon the death of the Owner-Occupant, the seven (7) year term of this Agreement may be continued and the requirements as herein established may be assumed by the Owner-Occupant's spouse and/or minor lineal descendants. "Minor" is defined as being under eighteen (18) years of age or being under twenty-two (22) years of age if a full-time student. **In order to assume this Agreement**, the spouse, must be residing in the home as described herein at the time of the Owner-Occupant's death, and the minor lineal descendants must move in the house, and make it their permanent residence, or already be residing in the house, upon the death of the Owner-Occupant and continue to reside there for the entire time this Agreement is in effect. In addition, the spouse and minor lineal descendants must acquire ownership of the property, and must continue Owner-Occupancy status for the remainder of the term of this Agreement. Otherwise, all requirements of this lien shall remain in full force and effect, including the provisions for a default at any time. **For purposes of this provision, the term "minor lineal descendants" shall include any grandchildren of the Owner-Occupant; and such grandchildren shall be entitled to continue this Agreement as long as they meet the age and residency requirements herein, and comply with all other provisions herein.**

6. Upon default, the special assessment levied hereby shall be payable in full to Gadsden County within thirty (30) days after such default occurs; provided, however, that the governing authority, the Gadsden Board of County Commissioners may, by resolution, provide for the payment of any lien in not more than ten (10) equal annual installments from the date of said resolution with interest thereon not exceeding six (6%) per annum, on the unpaid balance. Nevertheless, the Owner-Occupant of the property may pay the full amount of principal then remaining unpaid, plus accrued interest only, at any time. All unpaid sums, penalties and interest shall be and remain a lien on the above described real property in favor of Gadsden County and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of this Agreement. **This special assessment lien will not be subordinated to any other mortgage insured by HUD/FHA under Title II of the National Housing Act of 1934 or its successors, except the original. If default occurs prior to expiration of this lien all remaining funds of the DPL shall become due and payable, this includes refinancing.**

If said lien shall be in default for a period of thirty (30) days, the Gadsden County may enforce the same by a suit in equity according to the provisions of the Florida Statutes or other applicable law, and the Owner shall be responsible for all cost incurred in such proceedings, including a reasonable attorney's fee.

7. Failure of the (SHIP) Program to exercise such default options shall not constitute a waiver of such options on any subsequent occasions.

8. The Owner-Occupant agrees to maintain a hazard insurance policy on the property for the full replacement value of the rehabilitated unit. Said property insurance shall be maintained during the entire seven (7) year period which this lien is in effect, and shall list Gadsden County as a mortgagee in the loss-payment provisions thereof as its interest may appear.

9. If at time it is determined by Gadsden County that the Owner-Occupant qualified for and received SHIP Program funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the Deferred Payment Loan shall immediately become due and payable to Gadsden County by Owner-Occupant.

10. In the event it is determined by Gadsden County that the Owner-Occupant ceases to qualify for a Deferred Payment Loan of the Program at any time, this Agreement shall terminate immediately upon the Owner-Occupant being notified that Owner-Occupant does not qualify to receive the Deferred

**GADSDEN COUNTY  
SPECIAL ASSESSMENT LIEN  
FOR FIRST TIME HOMEBUYERS**

Payment Loan and shall constitute a default pursuant to paragraph 6.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above first written.

Sonya D. Burns  
Witness  
Sonya D. Burns  
Witness  
Erica Davis  
Witness

Davontez Dukes  
Owner, **DAVONTREZ DUKES**

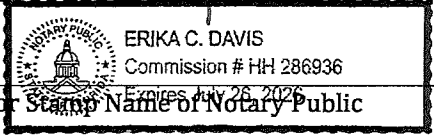
\_\_\_\_\_  
Owner,

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**STATE OF FLORIDA  
County of Gadsden**

Sworn to and subscribed before me, the undersigned authority, this 8TH day of DECEMBER, 2023 personally appeared DAVONTREZ DUKES of 45 TENNEL RD. MIDWAY FL. who acknowledged before me that he/she freely and voluntarily executed this agreement for the purpose therein expressed.

[Signature]  
Signature of Notary Public State of Florida  
  
Print, Type or Stamp Name of Notary Public

Personally known to me, or  
 Produced Identification: VALID FLORIDA DRIVERS LICENSE  
Type of identification

This instrument prepared by: Sonya D. Burns, P. O. Box 1799, Quincy, FL 32353

Attest:

GADSDEN BOARD OF COUNTY COMMISSIONER  
By:

\_\_\_\_\_  
CLERK OF THE CIRCUIT COURT

\_\_\_\_\_  
CHAIRMAN, BOARD OF COUNTY COMMISSION

**GADSDEN COUNTY  
REHABILITATION AGREEMENT AND  
SPECIAL ASSESSMENT LIEN**

**ER PROGRAM/USDA**

**THIS AGREEMENT**, MADE THIS 20<sup>th</sup> **day** of November, 2023 by and between Elore Bryant and Levi Houston Sr. whose address is 223 N. Lowe St., Quincy, FL, 32351, hereinafter referred to as "Owner Occupant" and Gadsden County through its Housing Rehabilitation Program, hereinafter referred to as "**SHIP PROGRAM**", relates to the real property lying in Gadsden County, Florida described as follows:

**PARCEL IDENTIFICATION NUMBER:** 3-08-2N-3W-0780-0000D-0060

**Legal Description:** LOT 6, BLK D, SHAWS ADDITION

**WHEREAS**, The Owner-Occupant proposes to finance the cost of the rehabilitation work on the above described property from the proceeds of a Deferred Payment Loan made, or to be made, available to Owner-Occupant by the Housing Rehabilitation Program. The Loan is funded from the Gadsden County Housing Rehabilitation (**SHIP**) Program through the State of Florida; and

**WHEREAS**, the applicant for a Deferred Payment Loan must be the Owner-Occupant of the structure or must be the Purchaser-Occupant under a validly executed and binding land sales contract for the above described real property; and

**WHEREAS**, as long as at least one of the Owner-Occupants who was awarded the Deferred Payment Loan under the Housing Rehabilitation Program remains the Owner-Occupant in the five (5) year period from the date hereof, the Deferred Payment Loan does not require repayment.

**NOW, THEREFORE**, in consideration of the covenants and conditions contained herein and other good and valuable consideration, it is agreed as follows: **Fourteen Thousand Six Hundred Twenty -Five Dollars 00/100 (\$14,625.00)** and shall be based upon the final approved construction contract price (less other funds supplied by the Owner Occupant, if any.

2. The term of the Deferred Payment Loan for rehabilitating the above described shall be five (5) years from the date hereof, at zero percent (0%) annual rate of interest.

3. The Deferred Payment Loan principal amount shall be forgiven in an equal amount each month during the Owner-Occupant's ownership and occupancy of the property for the five (5) year term of the Loan. Twenty Percent (20%) of the principal is forgiven each year.) Repayment of the Loan, when required, shall be based upon the prorated principal balance for the unexpired term of the Loan.

4. The amount of the Loan as herein provided shall be a special assessment against the property as described herein, and this Agreement, shall constitute a LIEN ON SAID PROPERTY. Said lien shall be satisfied after the Owner-Occupant has completed the full five (5) year term of this Agreement, or paid to Gadsden County the balance of the Deferred Payment Loan that may become due to the County as a result of the Owner-Occupant's default of the terms of the Agreement.

5. The Owner-Occupant agrees to the following terms in the event of transfer of ownership, loss of residence at subject property, or death of the Owner-Occupant within five (5) years from the date hereof:

Loss of ownership by sale, transfer or death, or non-occupancy by the Owner-Occupant, shall constitute a default and will cause the Deferred Payment Loan to become due and payable in a lump sum. However, the County Commission may allow repayment on an annual basis in accordance with the provisions of Paragraph 6 as hereinafter set forth.

It is further provided that, upon the death of the Owner-Occupant, the five (5) year term of this Agreement may be continued and the requirements as herein established may be assumed by the Owner-Occupant's spouse and/or minor lineal descendants. "Minor" is defined as being under

**GADSDEN COUNTY  
REHABILITATION AGREEMENT AND  
SPECIAL ASSESSMENT LIEN**

**ER PROGRAM/USDA**

eighteen (18) years of age or being under twenty-two (22) years of age if a full-time student. **In order to assume this Agreement.** The spouse, must be residing in the home as described herein at the time of the Owner-Occupant's death, and the minor lineal descendants must move in the house, and make it their permanent residence, or already be residing in the house, upon the death of the Owner-Occupant and continue to reside there for the entire time this Agreement is in effect. In addition, the spouse and minor lineal descendants must acquire ownership of the property, and must continue Owner-Occupancy status for the remainder of the term of this Agreement. Otherwise, all requirements of this lien shall remain in full force and effect, including the provisions for a default at any time. **For purposes of this provision, the term "minor lineal descendants" shall include any grandchildren of the Owner-Occupant; and such grandchildren shall be entitled to continue this Agreement as long as they meet the age and residency requirements herein, and comply with all other provisions herein.**

6. Upon default, the special assessment levied hereby shall be payable in full to Gadsden County within thirty (30) days after such default occurs; provided, however, that the governing authority, the Gadsden Board of County Commissioners may, by resolution, provide for the payment of any lien in not more than ten (10) equal annual installments from the date of said resolution with interest thereon not exceeding six (6%) per annum, on the unpaid balance. Nevertheless, the Owner-Occupant of the property may pay the full amount of principal then remaining unpaid, plus accrued interest only, at any time. All unpaid sums, penalties and interest shall be and remain a lien on the above described real property in favor of Gadsden County and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of this Agreement. **This special assessment lien will not be subordinated to any other mortgage insured by HUD/FHA under Title II of the National Housing Act of 1934 or its successors, except the original. If default occurs prior to expiration of this lien all remaining funds of the DPL shall become due and payable, this includes refinancing.**

If said lien shall be in default for a period of thirty (30) days, the Gadsden County may enforce the same by a suit in equity according to the provisions of the Florida Statutes or other applicable law, and the Owner shall be responsible for all cost incurred in such proceedings, including a reasonable attorney's fee.

7. Failure of the Housing Rehabilitation Program to exercise such default options shall not constitute a waiver of such options on any subsequent occasions.

8. The Owner-Occupant agrees to maintain a hazard insurance policy on the property for the full replacement value of the rehabilitated unit. Said property insurance shall be maintained during the entire five (5) year period which this lien is in effect, and shall list Gadsden County as a mortgagee in the loss-payment provisions thereof as its interest may appear.

9. If at time it is determined by Gadsden County that the Owner-Occupant qualified for and received SHIP Housing Rehabilitation funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the Deferred Payment Loan shall immediately become due and payable to Gadsden County by Owner-Occupant.

10. In the event it is determined by Gadsden County that the Owner-Occupant ceases to qualify for a Deferred Payment Loan of the SHIP Housing Rehabilitation Program at any time, this Agreement shall terminate immediately upon the Owner-Occupant being notified that Owner-Occupant does not qualify to receive the Deferred Payment Loan and shall constitute a default pursuant to paragraph 6.



**GADSDEN COUNTY  
REHABILITATION AGREEMENT AND  
SPECIAL ASSESSMENT LIEN**

**ER PROGRAM/USDA**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above first written.

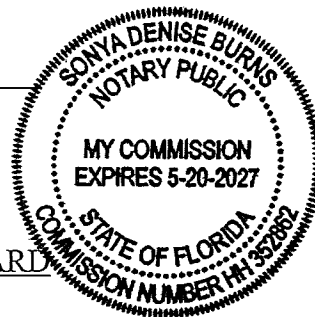
Michelle Thomas  
Witness  
Eric D. D...  
Witness

Elore Bryant  
Owner-Occupant, Elore Bryant  
Levi Houston Sr.  
Owner-Occupant, Levi Houston Sr.

**STATE OF FLORIDA  
County of GADSDEN**

Sworn to and subscribed before me, the undersigned authority, this 20<sup>th</sup> day of November 2023, personally appeared Elore Bryant and Levi Houston Sr. of 223 N. Lowe St., Quincy, FL., 32351 this agreement for the purpose therein expressed.

Sonya D. Burns  
Signature of Notary Public State of Florida  
Sonya D. Burns  
Print, Type or Stamp Name of Notary Public



Personally known to me, or  
 Produced Identification: VALID FLORIDA IDENTIFICATION CARD  
Type of identification

**This instrument prepared by: Sonya D, Burns, P. O. Box 1799, Quincy, FL 32353**

Attest:

GADSDEN BOARD OF COUNTY COMMISSIONER  
By:

\_\_\_\_\_  
CLERK OF THE CIRCUIT COURT

\_\_\_\_\_  
CHAIRMAN, BOARD OF COUNTY COMMISSIONER

Gadsden County  
Housing Rehabilitation Program  
Contract for Rehabilitation Work

THIS CONTRACT, entered into this 20<sup>th</sup> day of November, 2023, by and between Elore Bryant and Levi Houston Sr. of 223 N. Lowe St., Quincy, FL. 32351, hereinafter called the "Owner, "and Kevin Brown, Kamryn Construction LLC, P.O. Box 6644, Tallahassee, FL. 32314, hereinafter called the "Contractor, "and as approved by the Gadsden County Board of County Commissioners through its designee, The Gadsden County's SHIP Housing Rehabilitation Program, Hereinafter called "Agency."

**WITNESSETH:**

**WHEREAS**, the Owner proposes to finance in whole or in part the cost of the rehabilitation work provided for in this Contract from the proceeds of rehabilitation monies made or to be made to the Owner through the United States of America pursuant to Title I of the Housing and Community Development Act of 1974, and applicable regulations of the Agency (and from other funds available to the Owner to finance the cost of such rehabilitation work has been approved by the Agency, and the owner desires to engage the Contractor to perform such rehabilitation work in accordance with the provisions of this Contract and applicable requirements of the Agency,

**NOW, THEREFORE**, for the considerations stated herein, the Owner and the Contractor do hereby mutually agree as follows:

**GENERAL CONDITIONS**

Section 1. Property to be Rehabilitated

The property to be rehabilitated pursuant to this Contract is located at 223 N. Lowe St., Quincy, FL. 32351 County of Gadsden, State of Florida, and is more particularly described as follows:

**PARCEL IDENTIFICATION NUMBER: 3-08-2N-3W-0780-0000D-0060**

**Legal Description: LOT 6, BLK D, SHAWS ADDITION**

Gadsden County  
Housing Rehabilitation Program  
Contract for Rehabilitation Work

Page Two

Section 2. Contract Documents

The Contract documents which comprise this contract for Rehabilitation Work consist of this Contract, as executed on behalf of the owner and the contractor, and the following additional documents, each of which has been attached to this Contract prior to its execution by the Owner and the Contractor and each of which is hereby incorporated in this Contract by reference: (a) the work write-up and Contractor's bid proposal, signed and dated on behalf of the Contractor as of the 20<sup>th</sup> of November 2023, and accepted by the Owner as of the 20<sup>th</sup> of November 2023, and (b) the Standard Rehabilitation Specifications, including the plan Drawings (if any), for the rehabilitation work to be performed by the Contractor pursuant to this Contract. The Contractor shall perform the rehabilitation work provided for in this Contract in strict conformance with the Contract Documents that comprise this Contract. Change orders or other authorized documents pertaining to the work and issued after the execution of this Contract shall also become Contract Documents.

The Contractor shall maintain at the site one copy of all drawings, general specifications and work write-up, addenda, approved shop drawings, change orders, and other modifications in good order and marked to record all changes made during construction. These shall be available to the Owner and Agency upon request.

Section 3. Occupancy Provision

The premises are to be     occupied/  x  vacant for 90 days during the course of the rehabilitation work.

Section 4. Contract Price

Upon satisfactory completion of the rehabilitation work provided for in this Contract, the Contractor shall be paid the amount of Fourteen Thousand Six Hundred Twenty-Five Dollars and 00/100 (\$14,625.00) hereinafter called the "Contract Price", which shall constitute full and complete compensation for the Contractor's performance of the rehabilitation work provided for in this Contract, except as otherwise provided in Section 21 of this Contract.

Section 5. Time of Performance

The contractor shall commence the rehabilitation work provided for in this Contract within ten (10) days from the date of the Owner's issuance of the Order to Proceed referred to in Section 8 of this Contract, unless a delay is approved in writing by the Agency Director or designee. The Contractor shall satisfactorily complete such work within 90 days after issuance of the said Order to Proceed. Said completion period may be extended upon written approval by the Agency Director or designee, in conjunction with an approved Change Order, or as a result of acts of God or other extenuating circumstances beyond the Contractor's fault or control. However, time is the essence of this Contract, and extensions shall be limited to unforeseeable circumstances.

The Contractor shall be responsible for scheduling the rehabilitation work, and for coordinating the operations of all trades, subcontractors, and suppliers engaged by the Contractor in connection with the work, in such manner as to assure the expeditious completion of work.

Gadsden County  
Housing Rehabilitation Program  
Contract for Rehabilitation Work

Page Twenty-One

The Contractor shall not discriminate on the basis of race, color, religion, sex or national origin. He/she further agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed sub-contractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

\*Parking lots, drinking foundations, recreation or entertainment areas.

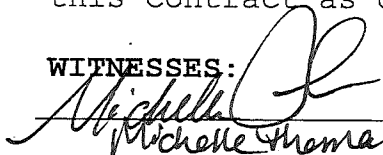
ADDITIONAL CONTRACT PROVISIONS

If this Contract includes additional provisions not included in the General Conditions of Federal Provisions, such additional execution by the Contractor and the owner. If no additional provisions are to be included in this Contract, this Contract shall so state so by having the work "NONE" written or typed on the following line.

"None"

IN WITNESS WHEREOF, the Contractor has executed this Contract as of the 20<sup>th</sup> day of November, 2023 and the Owner has executed this Contract as of the date above first written.

WITNESSES:

  
Michelle Thomas

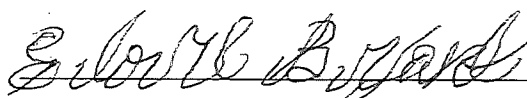
  
Contractor, Kevin Brown

  
Kevin Davis

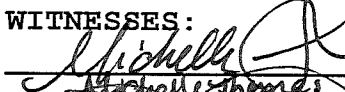
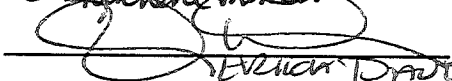
CGC 1514353  
License Number

WITNESSES:

  
Michelle Thomas  
  
Elore Bryant

  
Owner, Elore Bryant

WITNESSES:

  
Michelle Thomas  
  
Levi Houston Sr.

  
Owner, Levi Houston Sr.

As approved by the Gadsden County's  
Housing Rehabilitation Program

By: Sonya Burns

Title: Housing Administrator

Attest:

GADSDEN BOARD OF COUNTY COMMISSIONERS  
BY:

CLERK OF THE CIRCUIT COURT

CHAIRMAN, BCC

NOTE: TO HOMEOWNER(S) THIS IS TO REMIND YOU THAT REHABILITATION UNDER THE SHIP PROGRAM IS MINOR TO MODERATE REPAIRS ONLY.

**GADSDEN COUNTY  
REHABILITATION AGREEMENT AND  
SPECIAL ASSESSMENT LIEN**

**ER/SHIP PROGRAM**

**THIS AGREEMENT**, MADE THIS 8<sup>th</sup> **day** of November, 2023 by and between Rickie Jones whose address is 217 Neals Temple Road, Havana, FL, 32333, hereinafter referred to as "Owner Occupant" and Gadsden County through its Housing Rehabilitation Program, hereinafter referred to as "**SHIP PROGRAM**", relates to the real property lying in Gadsden County, Florida described as follows:

**PARCEL IDENTIFICATION NUMBER: 3-32-3N-2W-0000-00442-0200**

**Legal Description: BEGIN AT A POINT 13.08 CHAINS NORTH OF THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32. TOWNSHIP 3, NORTH, RANGE 2 WEST, GADSDEN COUNTY, FLORIDA, AND RUN EAST 115 YARDS, THENCE NORTH 70 YARDS THENCE WEST 115 YARDS, THENCE SOUTH 70 YARDS TO THE POINT OF BEGINNING.**

**WHEREAS**, The Owner-Occupant proposes to finance the cost of the rehabilitation work on the above described property from the proceeds of a Deferred Payment Loan made, or to be made, available to Owner-Occupant by the Housing Rehabilitation Program. The Loan is funded from the Gadsden County Housing Rehabilitation (**SHIP**) Program through the State of Florida; and

**WHEREAS**, the applicant for a Deferred Payment Loan must be the Owner-Occupant of the structure or must be the Purchaser-Occupant under a validly executed and binding land sales contract for the above described real property; and

**WHEREAS**, as long as at least one of the Owner-Occupants who was awarded the Deferred Payment Loan under the Housing Rehabilitation Program remains the Owner-Occupant in the five (5) year period from the date hereof, the Deferred Payment Loan does not require repayment.

**NOW, THEREFORE**, in consideration of the covenants and conditions contained herein and other good and valuable consideration, it is agreed as follows: **Thirty Three Thousand One Hundred Ninety Dollars 00/100 (\$33,190.00)** and shall be based upon the final approved construction contract price (less other funds supplied by the Owner Occupant, if any).

2. The term of the Deferred Payment Loan for rehabilitating the above described shall be five (5) years from the date hereof, at zero percent (0%) annual rate of interest.

3. The Deferred Payment Loan principal amount shall be forgiven in an equal amount each month during the Owner-Occupant's ownership and occupancy of the property for the five (5) year term of the Loan. Twenty Percent (20%) of the principal is forgiven each year.) Repayment of the Loan, when required, shall be based upon the prorated principal balance for the unexpired term of the Loan.

4. The amount of the Loan as herein provided shall be a special assessment against the property as described herein, and this Agreement, shall constitute a LIEN ON SAID PROPERTY. Said lien shall be satisfied after the Owner-Occupant has completed the full five (5) year term of this Agreement, or paid to Gadsden County the balance of the Deferred Payment Loan that may become due to the County as a result of the Owner-Occupant's default of the terms of the Agreement.

5. The Owner-Occupant agrees to the following terms in the event of transfer of ownership, loss of residence at subject property, or death of the Owner-Occupant within five (5) years from the date hereof:

Loss of ownership by sale, transfer or death, or non-occupancy by the Owner-Occupant, shall constitute a default and will cause the Deferred Payment Loan to become due and payable in a lump sum. However, the County Commission may allow repayment on an annual basis in accordance with

**GADSDEN COUNTY  
REHABILITATION AGREEMENT AND  
SPECIAL ASSESSMENT LIEN**

**ER/SHIP PROGRAM**

the provisions of Paragraph 6 as hereinafter set forth.

It is further provided that, upon the death of the Owner-Occupant, the five (5) year term of this Agreement may be continued and the requirements as herein established may be assumed by the Owner-Occupant's spouse and/or minor lineal descendants. "Minor" is defined as being under eighteen (18) years of age or being under twenty-two (22) years of age if a full-time student. **In order to assume this Agreement.** The spouse, must be residing in the home as described herein at the time of the Owner-Occupant's death, and the minor lineal descendants must move in the house, and make it their permanent residence, or already be residing in the house, upon the death of the Owner-Occupant and continue to reside there for the entire time this Agreement is in effect. In addition, the spouse and minor lineal descendants must acquire ownership of the property, and must continue Owner-Occupancy status for the remainder of the term of this Agreement. Otherwise, all requirements of this lien shall remain in full force and effect, including the provisions for a default at any time. **For purposes of this provision, the term "minor lineal descendants" shall include any grandchildren of the Owner-Occupant; and such grandchildren shall be entitled to continue this Agreement as long as they meet the age and residency requirements herein, and comply with all other provisions herein.**

6. Upon default, the special assessment levied hereby shall be payable in full to Gadsden County within thirty (30) days after such default occurs; provided, however, that the governing authority, the Gadsden Board of County Commissioners may, by resolution, provide for the payment of any lien in not more than ten (10) equal annual installments from the date of said resolution with interest thereon not exceeding six (6%) per annum, on the unpaid balance. Nevertheless, the Owner-Occupant of the property may pay the full amount of principal then remaining unpaid, plus accrued interest only, at any time. All unpaid sums, penalties and interest shall be and remain a lien on the above described real property in favor of Gadsden County and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of this Agreement. **This special assessment lien will not be subordinated to any other mortgage insured by HUD/FHA under Title II of the National Housing Act of 1934 or its successors, except the original. If default occurs prior to expiration of this lien all remaining funds of the DPL shall become due and payable, this includes refinancing.**

If said lien shall be in default for a period of thirty (30) days, the Gadsden County may enforce the same by a suit in equity according to the provisions of the Florida Statutes or other applicable law, and the Owner shall be responsible for all cost incurred in such proceedings, including a reasonable attorney's fee.

7. Failure of the Housing Rehabilitation Program to exercise such default options shall not constitute a waiver of such options on any subsequent occasions.

8. The Owner-Occupant agrees to maintain a hazard insurance policy on the property for the full replacement value of the rehabilitated unit. Said property insurance shall be maintained during the entire five (5) year period which this lien is in effect, and shall list Gadsden County as a mortgagee in the loss-payment provisions thereof as its interest may appear.

9. If at time it is determined by Gadsden County that the Owner-Occupant qualified for and received SHIP Housing Rehabilitation funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the Deferred Payment Loan shall immediately become due and payable to Gadsden County by Owner-Occupant.

10. In the event it is determined by Gadsden County that the Owner-Occupant ceases to qualify for a Deferred Payment Loan of the SHIP Housing Rehabilitation Program at any time, this Agreement shall terminate immediately upon the Owner-Occupant being notified that Owner-Occupant does not qualify to receive the Deferred Payment Loan and shall constitute a default pursuant to paragraph 6.



Gadsden County  
Housing Rehabilitation Program  
Contract for Rehabilitation Work

THIS CONTRACT, entered into this 8<sup>th</sup> day of November, 2023, by and between Rickie Jones of 217 Neals Temple Rd., Havana, FL. 32333, hereinafter called the "Owner, "and Richard Lockwood, Lockwood Construction LLC, 1850 St. Hebron Road, Quincy, FL. 32352, hereinafter called the "Contractor, "and as approved by the Gadsden County Board of County Commissioners through its designee, The Gadsden County's SHIP Housing Rehabilitation Program, Hereinafter called "Agency."

**WITNESSETH:**

**WHEREAS**, the Owner proposes to finance in whole or in part the cost of the rehabilitation work provided for in this Contract from the proceeds of rehabilitation monies made or to be made to the Owner through the United States of America pursuant to Title I of the Housing and Community Development Act of 1974, and applicable regulations of the Agency (and from other funds available to the Owner to finance the cost of such rehabilitation work has been approved by the Agency, and the owner desires to engage the Contractor to perform such rehabilitation work in accordance with the provisions of this Contract and applicable requirements of the Agency,

**NOW, THEREFORE**, for the considerations stated herein, the Owner and the Contractor do hereby mutually agree as follows:

**GENERAL CONDITIONS**

Section 1. Property to be Rehabilitated

The property to be rehabilitated pursuant to this Contract is located at 217 Neals Temple Road, Havana, FL. 32333 County of Gadsden, State of Florida, and is more particularly described as follows:

**PARCEL IDENTIFICATION NUMBER: 3-32-3N-2W-0000-00442-0200**

**Legal Description: BEGIN AT A POINT 13.08 CHAINS NORTH OF THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32. TOWNSHIP 3, NORTH, RANGE 2 WEST, GADSDEN COUNTY, FLORIDA, AND RUN EAST 115 YARDS, THENCE NORTH 70 YARDS THENCE WEST 115 YARDS, THENCE SOUTH 70 YARDS TO THE POINT OF BEGINNING.**



Gadsden County  
Housing Rehabilitation Program  
Contract for Rehabilitation Work

Page Two

Section 2. Contract Documents

The Contract documents which comprise this contract for Rehabilitation Work consist of this Contract, as executed on behalf of the owner and the contractor, and the following additional documents, each of which has been attached to this Contract prior to its execution by the Owner and the Contractor and each of which is hereby incorporated in this Contract by reference: (a) the work write-up and Contractor's bid proposal, signed and dated on behalf of the Contractor as of the 8<sup>th</sup> of November 2023, and accepted by the Owner as of the 8<sup>th</sup> of November 2023, and (b) the Standard Rehabilitation Specifications, including the plan Drawings (if any), for the rehabilitation work to be performed by the Contractor pursuant to this Contract. The Contractor shall perform the rehabilitation work provided for in this Contract in strict conformance with the Contract Documents that comprise this Contract. Change orders or other authorized documents pertaining to the work and issued after the execution of this Contract shall also become Contract Documents.

The Contractor shall maintain at the site one copy of all drawings, general specifications and work write-up, addenda, approved shop drawings, change orders, and other modifications in good order and marked to record all changes made during construction. These shall be available to the Owner and Agency upon request.

Section 3. Occupancy Provision

The premises are to be      occupied/  x  vacant for 90 days during the course of the rehabilitation work.

Section 4. Contract Price

Upon satisfactory completion of the rehabilitation work provided for in this Contract, the Contractor shall be paid the amount of Thirty Three Thousand One Hundred Ninety Dollars and 00/100 (\$33,190.00) hereinafter called the "Contract Price", which shall constitute full and complete compensation for the Contractor's performance of the rehabilitation work provided for in this Contract, except as otherwise provided in Section 21 of this Contract.

Section 5. Time of Performance

The contractor shall commence the rehabilitation work provided for in this Contract within ten (10) days from the date of the Owner's issuance of the Order to Proceed referred to in Section 8 of this Contract, unless a delay is approved in writing by the Agency Director or designee. The Contractor shall satisfactorily complete such work within 90 days after issuance of the said Order to Proceed. Said completion period may be extended upon written approval by the Agency Director or designee, in conjunction with an approved Change Order, or as a result of acts of God or other extenuating circumstances beyond the Contractor's fault or control. However, time is the essence of this Contract, and extensions shall be limited to unforeseeable circumstances.

The Contractor shall be responsible for scheduling the rehabilitation work, and for coordinating the operations of all trades, subcontractors, and suppliers engaged by the Contractor in connection with the work, in such manner as to assure the expeditious completion of work.

Gadsden County  
Housing Rehabilitation Program  
Contract for Rehabilitation Work

Page Twenty-One

The Contractor shall not discriminate on the basis of race, color, religion, sex or national origin. He/she further agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed sub-contractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors(except where proposed subcontractors have submitted identical certifications for specific time periods).

\*Parking lots, drinking foundations, recreation or entertainment areas.

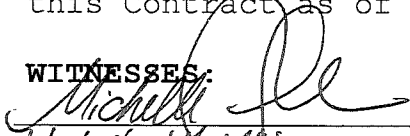
ADDITIONAL CONTRACT PROVISIONS

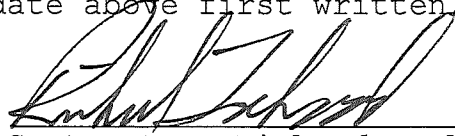
If this Contract includes additional provisions not included in the General Conditions of Federal Provisions, such additional execution by the Contractor and the owner. If no additional provisions are to be included in this Contract, this Contract shall so state so by having the work "NONE" written or typed on the following line.

"None"

IN WITNESS WHEREOF, the Contractor has executed this Contract as of the 8<sup>th</sup> day of November, 2023 and the Owner has executed this Contract as of the date above first written.

WITNESSES:

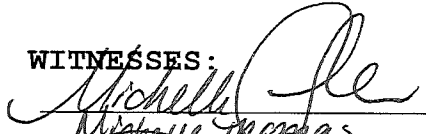
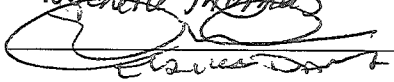
  
Michelle Thomas

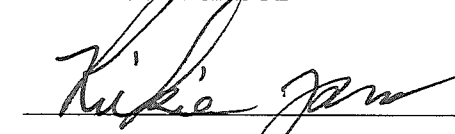
  
Contractor, Richard Lockwood  
Lockwood Construction LLC.



CRC1331051  
License Number

WITNESSES:

  
Michelle Thomas  


  
Owner, Rickie Jones

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Owner,

As approved by the Gadsden County's  
Housing Rehabilitation Program

By: Sonya Burns

Title: Housing Administrator

Attest:

GADSDEN BOARD OF COUNTY COMMISSIONERS  
BY:

CLERK OF THE CIRCUIT COURT

CHAIRMAN, BCC

NOTE: TO HOMEOWNER(S)' THIS IS TO REMIND YOU THAT REHABILITATION UNDER THE SHIP PROGRAM IS MINOR TO MODERATE REPAIRS ONLY.

**GADSDEN COUNTY  
REHABILITATION AGREEMENT AND  
SPECIAL ASSESSMENT LIEN**

ER PROGRAM

THIS AGREEMENT, MADE THIS 24<sup>th</sup> day of October, 20 23 by and between Benjamin Brown and Vanessa W. Brown whose address is 2018 Lanier Road, Havana, FL, 32333, hereinafter referred to as "Owner Occupant" and Gadsden County through its Housing Rehabilitation Program, hereinafter referred to as "**SHIP PROGRAM**", relates to the real property lying in Gadsden County, Florida described as follows:

**PARCEL IDENTIFICATION NUMBER:** 3-20-2N-2W-0000-00242-0300

**Legal Description:** SEE EXHIBIT "A"

**WHEREAS**, The Owner-Occupant proposes to finance the cost of the rehabilitation work on the above described property from the proceeds of a Deferred Payment Loan made, or to be made, available to Owner-Occupant by the Housing Rehabilitation Program. The Loan is funded from the Gadsden County Housing Rehabilitation (**SHIP**) Program through the State of Florida; and

**WHEREAS**, the applicant for a Deferred Payment Loan must be the Owner-Occupant of the structure or must be the Purchaser-Occupant under a validly executed and binding land sales contract for the above described real property; and

**WHEREAS**, as long as at least one of the Owner-Occupants who was awarded the Deferred Payment Loan under the Housing Rehabilitation Program remains the Owner-Occupant in the two (2) year period from the date hereof, the Deferred Payment Loan does not require repayment.

**NOW, THEREFORE**, in consideration of the covenants and conditions contained herein and other good and valuable consideration, it is agreed as follows: **Ten Thousand Nine Hundred NO Dollars 00/100 (\$10,900.00)** and shall be based upon the final approved construction contract price (less other funds supplied by the Owner Occupant, if any).

2. The term of the Deferred Payment Loan for rehabilitating the above described shall be two (2) years from the date hereof, at zero percent (0%) annual rate of interest:

3. The Deferred Payment Loan principal amount shall be forgiven in an equal amount each month during the Owner-Occupant's ownership and occupancy of the property for the two (2) year term of the Loan. Fifty Percent (50%) of the principal is forgiven each year.) Repayment of the Loan, when required, shall be based upon the prorated principal balance for the unexpired term of the Loan.

4. The amount of the Loan as herein provided shall be a special assessment against the property as described herein, and this Agreement, shall constitute a LIEN ON SAID PROPERTY. Said lien shall be satisfied after the Owner-Occupant has completed the full two (2) year term of this Agreement, or paid to Gadsden County the balance of the Deferred Payment Loan that may become due to the County as a result of the Owner-Occupant's default of the terms of the Agreement.

5. The Owner-Occupant agrees to the following terms in the event of transfer of ownership, loss of residence at subject property, or death of the Owner-Occupant within two (2) years from the date hereof:

Loss of ownership by sale, transfer or death, or non-occupancy by the Owner-Occupant, shall constitute a default and will cause the Deferred Payment Loan to become due and payable in a lump sum. However, the County Commission may allow repayment on an annual basis in accordance with the provisions of Paragraph 6 as hereinafter set forth.

It is further provided that, upon the death of the Owner-Occupant, the two (2) year term of this Agreement may be continued and the requirements as herein established may be assumed by the Owner-Occupant's spouse and/or minor lineal descendants. "Minor" is defined as being under eighteen (18) years of age or being under twenty-two (22) years of age if a full-time student. **In order**

**GADSDEN COUNTY  
REHABILITATION AGREEMENT AND  
SPECIAL ASSESSMENT LIEN**

ER PROGRAM

**to assume this Agreement.** The spouse, must be residing in the home as described herein at the time of the Owner-Occupant's death, and the minor lineal descendants must move in the house, and make it their permanent residence, or already be residing in the house, upon the death of the Owner-Occupant and continue to reside there for the entire time this Agreement is in effect. In addition, the spouse and minor lineal descendants must acquire ownership of the property, and must continue Owner-Occupancy status for the remainder of the term of this Agreement. Otherwise, all requirements of this lien shall remain in full force and effect, including the provisions for a default at any time. **For purposes of this provision, the term "minor lineal descendants" shall include any grandchildren of the Owner-Occupant; and such grandchildren shall be entitled to continue this Agreement as long as they meet the age and residency requirements herein, and comply with all other provisions herein.**

6. Upon default, the special assessment levied hereby shall be payable in full to Gadsden County within thirty (30) days after such default occurs; provided, however, that the governing authority, the Gadsden Board of County Commissioners may, by resolution, provide for the payment of any lien in not more than ten (10) equal annual installments from the date of said resolution with interest thereon not exceeding six (6%) per annum, on the unpaid balance. Nevertheless, the Owner-Occupant of the property may pay the full amount of principal then remaining unpaid, plus accrued interest only, at any time. All unpaid sums, penalties and interest shall be and remain a lien on the above described real property in favor of Gadsden County and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of this Agreement. **This special assessment lien will not be subordinated to any other mortgage insured by HUD/FHA under Title II of the National Housing Act of 1934 or its successors, except the original. If default occurs prior to expiration of this lien all remaining funds of the DPL shall become due and payable, this includes refinancing.**

If said lien shall be in default for a period of thirty (30) days, the Gadsden County may enforce the same by a suit in equity according to the provisions of the Florida Statutes or other applicable law, and the Owner shall be responsible for all cost incurred in such proceedings, including a reasonable attorney's fee.

7. Failure of the Housing Rehabilitation Program to exercise such default options shall not constitute a waiver of such options on any subsequent occasions.

8. The Owner-Occupant agrees to maintain a hazard insurance policy on the property for the full replacement value of the rehabilitated unit. Said property insurance shall be maintained during the entire two (2) year period which this lien is in effect, and shall list Gadsden County as a mortgagee in the loss-payment provisions thereof as its interest may appear.

9. If at time it is determined by Gadsden County that the Owner-Occupant qualified for and received SHIP Housing Rehabilitation funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the Deferred Payment Loan shall immediately become due and payable to Gadsden County by Owner-Occupant.

10. In the event it is determined by Gadsden County that the Owner-Occupant ceases to qualify for a Deferred Payment Loan of the SHIP Housing Rehabilitation Program at any time, this Agreement shall terminate immediately upon the Owner-Occupant being notified that Owner-Occupant does not qualify to receive the Deferred Payment Loan and shall constitute a default pursuant to paragraph 6.

**GADSDEN COUNTY  
REHABILITATION AGREEMENT AND  
SPECIAL ASSESSMENT LIEN**

ER PROGRAM

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above first written.

Michelle Thomas  
Witness Michelle Thomas

Benjamin Brown  
Owner-Occupant, **Benjamin Brown**

[Signature]  
Witness [Signature]

Vanessa W. Brown  
Owner-Occupant, **Vanessa W. Brown**

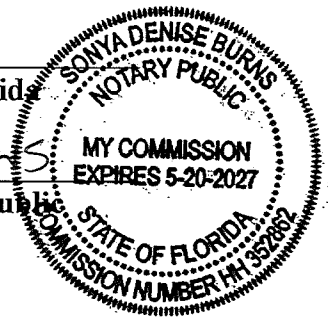
Michelle Thomas  
Witness Michelle Thomas

[Signature]  
Witness [Signature]

**STATE OF FLORIDA  
County of GADSDEN**

Sworn to and subscribed before me, the undersigned authority, this 24th day of **October** 2023, personally appeared **Benjamin Brown and Vanessa W. Brown** of 2018 Lanier Rd., Havana, FL., 32333 this agreement for the purpose therein expressed.

Sonya D. Burns  
Signature of Notary Public State of Florida  
Sonya D. Burns  
Print, Type or Stamp Name of Notary Public



[ ] Personally known to me, or  
[X] Produced Identification: VALID FLORIDA IDENTIFICATION CARD  
Type of identification

This instrument prepared by: **Sonya D, Burns, P. O. Box 1799, Quincy, FL 32353**

Attest: GADSDEN BOARD OF COUNTY COMMISSIONER  
By:

\_\_\_\_\_  
CLERK OF THE CIRCUIT COURT

\_\_\_\_\_  
CHAIRMAN, BOARD OF COUNTY COMMISSIONER

EXHIBIT "A"

Commence at the Northeast Corner of Section 20, Township 20 North, Range 2 West, Gadsden County, Florida, and run 3.0 degrees 10 minutes 44 seconds W. 1239.40 feet along the East boundary of Section 20. Township and Range aforesaid to a point. Thence N. 06 degrees 52 minutes 14 seconds W. 3569.22 feet to a point, thence South 535.30 feet to the POINT OF BEGINNING. Thence continue South 535.30 feet to a point on the North right-of-way line of a 60 foot road, thence N. 86 degrees 53 minutes 14 seconds W. 396.37 feet along said road to a point on the East right-of-way of Lanier Road, thence North 535.30 feet along Lanier Road to a point, thence S. 86 degrees 53 minutes 14 seconds E. 396.37 feet to the POINT OF BEGINNING, containing 4.87 acres, more or less, and being a part of the East three quarters of Section 20, Township 2 North, Range 2 West, Gadsden County, Florida.

Gadsden County  
Housing Rehabilitation Program  
Contract for Rehabilitation Work

THIS CONTRACT, entered into this 24<sup>th</sup> day of October, 2023, by and between Benjamin Brown and Vanessa W. Brown of 2018 Lanier Road, Havana, FL. 32333, hereinafter called the "Owner," and Bill Muldrow, Blue Chip Construction, 3070 Waterford Drive, Tallahassee, FL. 32314, hereinafter called the "Contractor," and as approved by the Gadsden County Board of County Commissioners through its designee, The Gadsden County's SHIP Housing Rehabilitation Program, Hereinafter called "Agency."

**WITNESSETH:**

WHEREAS, the Owner proposes to finance in whole or in part the cost of the rehabilitation work provided for in this Contract from the proceeds of rehabilitation monies made or to be made to the Owner through the United States of America pursuant to Title I of the Housing and Community Development Act of 1974, and applicable regulations of the Agency (and from other funds available to the Owner to finance the cost of such rehabilitation work has been approved by the Agency, and the owner desires to engage the Contractor to perform such rehabilitation work in accordance with the provisions of this Contract and applicable requirements of the Agency,

NOW, THEREFORE, for the considerations stated herein, the Owner and the Contractor do hereby mutually agree as follows:

**GENERAL CONDITIONS**

Section 1. Property to be Rehabilitated

The property to be rehabilitated pursuant to this Contract is located at 2018 Lanier Road, Havana, FL. 32333 County of Gadsden, State of Florida, and is more particularly described as follows:

**PARCEL IDENTIFICATION NUMBER: 3-20-2N-2W-0000-00242-0300**

**Legal Description: SEE EXHIBIT "A"**

Section 2. Contract Documents

The Contract documents which comprise this contract for Rehabilitation Work consist of this Contract, as executed on behalf of the owner and the contractor, and the following additional documents, each of which has been attached to this Contract prior to its execution by the Owner and the Contractor and each of which is hereby incorporated in this Contract by reference: (a) the work write-up and Contractor's bid proposal, signed and dated on behalf of the Contractor as of the 24<sup>th</sup> of October 2023, and accepted by the Owner as of the 24<sup>th</sup> of October 2023, and (b) the Standard Rehabilitation Specifications, including the plan Drawings (if any), for the rehabilitation work to be performed by the Contractor pursuant to this Contract. The Contractor shall perform the rehabilitation work provided for in this Contract in strict

Gadsden County  
Housing Rehabilitation Program  
Contract for Rehabilitation Work

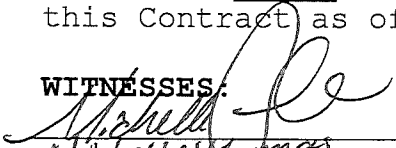
ADDITIONAL CONTRACT PROVISIONS

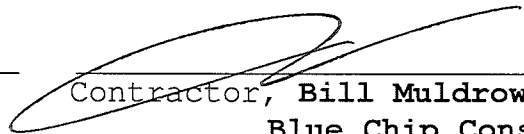
If this Contract includes additional provisions not included in the General Conditions of Federal Provisions, such additional execution by the Contractor and the owner. If no additional provisions are to be included in this Contract, this Contract shall so state so by having the work "NONE" written or typed on the following line.


"None"

IN WITNESS WHEREOF, the Contractor has executed this Contract as of the 24<sup>th</sup> day of October, 2023 and the Owner has executed this Contract as of the date above first written.

WITNESSES:

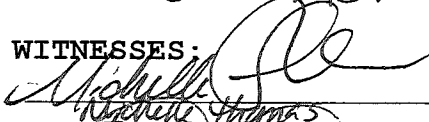
  
Michelle Thomas

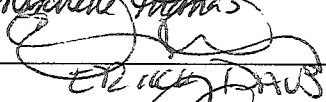
  
Contractor, **Bill Muldrow**  
**Blue Chip Construction**

  
ERICA DAVIS

CBC1256230  
License Number


WITNESSES:

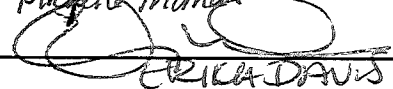
  
Michelle Thomas


  
ERICA DAVIS

  
Owner, **Benjamin Brown**

WITNESSES:

  
Michelle Thomas

  
ERICA DAVIS

  
Owner, **Vanessa W. Brown**

As approved by the Gadsden County's  
Housing Rehabilitation Program

By: Sonya Burns

Title: Housing Administrator

Attest:

GADSDEN BOARD OF COUNTY COMMISSIONERS  
BY:

CLERK OF THE CIRCUIT COURT

CHAIRMAN, BCC

NOTE: TO HOMEOWNER(S) THIS IS TO REMIND YOU THAT REHABILITATION UNDER THE SHIP PROGRAM IS MINOR TO MODERATE REPAIRS ONLY.



**Gadsden County**  
**Housing Rehabilitation Program**  
**Contract for Rehabilitation Work**

conformance with the Contract Documents that comprise this Contract. Change orders or other authorized documents pertaining to the work and issued after the execution of this Contract shall also become Contract Documents.

The Contractor shall maintain at the site one copy of all drawings, general specifications and work write-up, addenda, approved shop drawings, change orders, and other modifications in good order and marked to record all changes made during construction. These shall be available to the Owner and Agency upon request.

Section 3. **Occupancy Provision**

The premises are to be  x  occupied/   vacant for  90  days during the course of the rehabilitation work.

Section 4. **Contract Price**

Upon satisfactory completion of the rehabilitation work provided for in this Contract, the Contractor shall be paid the amount of **Ten Thousand Nine Hundred NO Dollars and 00/100 (\$10,900.00)** hereinafter called the "Contract Price", which shall constitute full and complete compensation for the Contractor's performance of the rehabilitation work provided for in this Contract, except as otherwise provided in Section 21 of this Contract.

Section 5. **Time of Performance**

The contractor shall commence the rehabilitation work provided for in this Contract within ten (10) days from the date of the Owner's issuance of the Order to Proceed referred to in Section 8 of this Contract, unless a delay is approved in writing by the Agency Director or designee. The Contractor shall satisfactorily complete such work within  90  days after issuance of the said Order to Proceed. Said completion period may be extended upon written approval by the Agency Director or designee, in conjunctions with an approved Change Order, or as a result of acts of God or other extenuating circumstances beyond the Contractor's fault or control. However, time is the essence of this Contract, and extensions shall be limited to unforeseeable circumstances.

The Contractor shall be responsible for scheduling the rehabilitation work, and for coordinating the operations of all trades, subcontractors, and suppliers engaged by the Contractor in connection with the work, in such manner as to assure the expeditious completion of work.

The Contractor shall not discriminate on the basis of race, color, religion, sex or national origin. He/she further agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed sub-contractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

\*Parking lots, drinking foundations, recreation or entertainment areas.

EXHIBIT "A"

Commence at the Northeast Corner of Section 20, Township 20 North, Range 2 West, Gadsden County, Florida, and run 3.0 degrees 10 minutes 44 seconds W. 1239.40 feet along the East boundary of Section 20. Township and Range aforesaid to a point. Thence N. 06 degrees 52 minutes 14 seconds W. 3569.22 feet to a point, thence South 535.30 feet to the POINT OF BEGINNING. Thence continue South 535.30 feet to a point on the North right-of-way line of a 60 foot road, thence N. 86 degrees 53 minutes 14 seconds W. 396.37 feet along said road to a point on the East right-of-way of Lanier Road, thence North 535.30 feet along Lanier Road to a point, thence S. 86 degrees 53 minutes 14 seconds E. 396.37 feet to the POINT OF BEGINNING, containing 4.87 acres, more or less, and being a part of the East three quarters of Section 20, Township 2 North, Range 2 West, Gadsden County, Florida.

**GADSDEN COUNTY  
REHABILITATION AGREEMENT AND  
SPECIAL ASSESSMENT LIEN**

**ER/SHIP PROGRAM**

THIS AGREEMENT, MADE THIS 23<sup>rd</sup> day of October, 2023 by and between Theodore Travis whose address is 536 Baldwin Rd., Chattahoochee, FL, 32324, hereinafter referred to as "Owner Occupant" and Gadsden County through its Housing Rehabilitation Program, hereinafter referred to as "**SHIP PROGRAM**", relates to the real property lying in Gadsden County, Florida described as follows:

**PARCEL IDENTIFICATION NUMBER: 2-11-3N-6W-0000-00234-0100**

**Legal Description: BEGIN AT THE SOUTHEAST CORNER OF THE WEST OF THE HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 6 WEST, GADSDEN COUNTY, FL THENCE NORTH 420 FEET, THENCE WEST 210, THENCE SOUTH 420 FEET, THENCE EAST 210 FEET TO THE POINT OF BEGINNING.**

**WHEREAS**, The Owner-Occupant proposes to finance the cost of the rehabilitation work on the above described property from the proceeds of a Deferred Payment Loan made, or to be made, available to Owner-Occupant by the Housing Rehabilitation Program. The Loan is funded from the Gadsden County Housing Rehabilitation (**SHIP**) Program through the State of Florida; and

**WHEREAS**, the applicant for a Deferred Payment Loan must be the Owner-Occupant of the structure or must be the Purchaser-Occupant under a validly executed and binding land sales contract for the above described real property; and

**WHEREAS**, as long as at least one of the Owner-Occupants who was awarded the Deferred Payment Loan under the Housing Rehabilitation Program remains the Owner-Occupant in the five (5) year period from the date hereof, the Deferred Payment Loan does not require repayment.

**NOW, THEREFORE**, in consideration of the covenants and conditions contained herein and other good and valuable consideration, it is agreed as follows: **Fifty Five Thousand Five Hundred Seventy-Five Dollars 00/100 (\$55,575.00)** and shall be based upon the final approved construction contract price (less other funds supplied by the Owner Occupant, if any.

2. The term of the Deferred Payment Loan for rehabilitating the above described shall be five (5) years from the date hereof, at zero percent (0%) annual rate of interest.

3. The Deferred Payment Loan principal amount shall be forgiven in an equal amount each month during the Owner-Occupant's ownership and occupancy of the property for the five (5) year term of the Loan. Twenty Percent (20%) of the principal is forgiven each year.) Repayment of the Loan, when required, shall be based upon the prorated principal balance for the unexpired term of the Loan.

4. The amount of the Loan as herein provided shall be a special assessment against the property as described herein, and this Agreement, shall constitute a LIEN ON SAID PROPERTY. Said lien shall be satisfied after the Owner-Occupant has completed the full five (5) year term of this Agreement, or paid to Gadsden County the balance of the Deferred Payment Loan that may become due to the County as a result of the Owner-Occupant's default of the terms of the Agreement.

5. The Owner-Occupant agrees to the following terms in the event of transfer of ownership, loss of residence at subject property, or death of the Owner-Occupant within five (5) years from the date hereof:

Loss of ownership by sale, transfer or death, or non-occupancy by the Owner-Occupant, shall constitute a default and will cause the Deferred Payment Loan to become due and payable in a lump sum. However, the County Commission may allow repayment on an annual basis in accordance with

**GADSDEN COUNTY  
REHABILITATION AGREEMENT AND  
SPECIAL ASSESSMENT LIEN**

**ER/SHIP PROGRAM**

the provisions of Paragraph 6 as hereinafter set forth.

It is further provided that, upon the death of the Owner-Occupant, the five (5) year term of this Agreement may be continued and the requirements as herein established may be assumed by the Owner-Occupant's spouse and/or minor lineal descendants. "Minor" is defined as being under eighteen (18) years of age or being under twenty-two (22) years of age if a full-time student. **In order to assume this Agreement.** The spouse, must be residing in the home as described herein at the time of the Owner-Occupant's death, and the minor lineal descendants must move in the house, and make it their permanent residence, or already be residing in the house, upon the death of the Owner-Occupant and continue to reside there for the entire time this Agreement is in effect. In addition, the spouse and minor lineal descendants must acquire ownership of the property, and must continue Owner-Occupancy status for the remainder of the term of this Agreement. Otherwise, all requirements of this lien shall remain in full force and effect, including the provisions for a default at any time. **For purposes of this provision, the term "minor lineal descendants" shall include any grandchildren of the Owner-Occupant; and such grandchildren shall be entitled to continue this Agreement as long as they meet the age and residency requirements herein, and comply with all other provisions herein.**

6. Upon default, the special assessment levied hereby shall be payable in full to Gadsden County within thirty (30) days after such default occurs; provided, however, that the governing authority, the Gadsden Board of County Commissioners may, by resolution, provide for the payment of any lien in not more than ten (10) equal annual installments from the date of said resolution with interest thereon not exceeding six (6%) per annum, on the unpaid balance. Nevertheless, the Owner-Occupant of the property may pay the full amount of principal then remaining unpaid, plus accrued interest only, at any time. All unpaid sums, penalties and interest shall be and remain a lien on the above described real property in favor of Gadsden County and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of this Agreement. **This special assessment lien will not be subordinated to any other mortgage insured by HUD/FHA under Title II of the National Housing Act of 1934 or its successors, except the original. If default occurs prior to expiration of this lien all remaining funds of the DPL shall become due and payable, this includes refinancing.**

If said lien shall be in default for a period of thirty (30) days, the Gadsden County may enforce the same by a suit in equity according to the provisions of the Florida Statutes or other applicable law, and the Owner shall be responsible for all cost incurred in such proceedings, including a reasonable attorney's fee.

7. Failure of the Housing Rehabilitation Program to exercise such default options shall not constitute a waiver of such options on any subsequent occasions.

8. The Owner-Occupant agrees to maintain a hazard insurance policy on the property for the full replacement value of the rehabilitated unit. Said property insurance shall be maintained during the entire five (5) year period which this lien is in effect, and shall list Gadsden County as a mortgagee in the loss-payment provisions thereof as its interest may appear.

9. If at time it is determined by Gadsden County that the Owner-Occupant qualified for and received SHIP Housing Rehabilitation funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the Deferred Payment Loan shall immediately become due and payable to Gadsden County by Owner-Occupant.

10. In the event it is determined by Gadsden County that the Owner-Occupant ceases to qualify for a Deferred Payment Loan of the SHIP Housing Rehabilitation Program at any time, this Agreement shall terminate immediately upon the Owner-Occupant being notified that Owner-Occupant does not qualify to receive the Deferred Payment Loan and shall constitute a default pursuant to paragraph 6.



Gadsden County  
Housing Rehabilitation Program  
Contract for Rehabilitation Work

THIS CONTRACT, entered into this 23rd day of October, 2023, by and between Theodore Travis of 536 Baldwin Road, Chattahoochee, FL. 32324, hereinafter called the "Owner, "and Kamryn Construction LLC., P.O. Box 6641, Tallahassee, FL. 32314, hereinafter called the "Contractor, "and as approved by the Gadsden County Board of County Commissioners through its designee, The Gadsden County's SHIP Housing Rehabilitation Program, Hereinafter called "Agency."

WITNESSETH:

WHEREAS, the Owner proposes to finance in whole or in part the cost of the rehabilitation work provided for in this Contract from the proceeds of rehabilitation monies made or to be made to the Owner through the United States of America pursuant to Title I of the Housing and Community Development Act of 1974, and applicable regulations of the Agency (and from other funds available to the Owner to finance the cost of such rehabilitation work has been approved by the Agency, and the owner desires to engage the Contractor to perform such rehabilitation work in accordance with the provisions of this Contract and applicable requirements of the Agency,

NOW, THEREFORE, for the considerations stated herein, the Owner and the Contractor do hereby mutually agree as follows:

**GENERAL CONDITIONS**

Section 1. Property to be Rehabilitated

The property to be rehabilitated pursuant to this Contract is located at 536 Baldwin Road, Chattahoochee, FL. 32324 County of Gadsden, State of Florida, and is more particularly described as follows:

PARCEL IDENTIFICATION NUMBER: 2-11-3N-6W-0000-00234-0100

Legal Description: BEGIN AT THE SOUTHEAST CORNER OF THE WEST OF THE HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 6 WEST, GADSDEN COUNTY, FL THENCE NORTH 420 FEET, THENCE WEST 210, THENCE SOUTH 420 FEET, THENCE EAST 210 FEET TO THE POINT OF BEGINNING.

**Gadsden County**  
**Housing Rehabilitation Program**  
**Contract for Rehabilitation Work**

Page Two

Section 2. **Contract Documents**

The Contract documents which comprise this contract for Rehabilitation Work consist of this Contract, as executed on behalf of the owner and the contractor, and the following additional documents, each of which has been attached to this Contract prior to its execution by the Owner and the Contractor and each of which is hereby incorporated in this Contract by reference: (a) the work write-up and Contractor's bid proposal, signed and dated on behalf of the Contractor as of the 23<sup>rd</sup> of October 2023, and accepted by the Owner as of the 23<sup>rd</sup> of October 2023, and (b) the Standard Rehabilitation Specifications, including the plan Drawings (if any), for the rehabilitation work to be performed by the Contractor pursuant to this Contract. The Contractor shall perform the rehabilitation work provided for in this Contract in strict conformance with the Contract Documents that comprise this Contract. Change orders or other authorized documents pertaining to the work and issued after the execution of this Contract shall also become Contract Documents.

The Contractor shall maintain at the site one copy of all drawings, general specifications and work write-up, addenda, approved shop drawings, change orders, and other modifications in good order and marked to record all changes made during construction. These shall be available to the Owner and Agency upon request.

Section 3. **Occupancy Provision**

The premises are to be      occupied/  x  vacant for 90 days during the course of the rehabilitation work.

Section 4. **Contract Price**

Upon satisfactory completion of the rehabilitation work provided for in this Contract, the Contractor shall be paid the amount of Fifty Five Thousand Five Hundred Seventy-Five Dollars and 00/100 (\$55,575.00) hereinafter called the "Contract Price", which shall constitute full and complete compensation for the Contractor's performance of the rehabilitation work provided for in this Contract, except as otherwise provided in Section 21 of this Contract.

Section 5. **Time of Performance**

The contractor shall commence the rehabilitation work provided for in this Contract within ten (10) days from the date of the Owner's issuance of the Order to Proceed referred to in Section 8 of this Contract, unless a delay is approved in writing by the Agency Director or designee. The Contractor shall satisfactorily complete such work within 90 days after issuance of the said Order to Proceed. Said completion period may be extended upon written approval by the Agency Director or designee, in conjunction with an approved Change Order, or as a result of acts of God or other extenuating circumstances beyond the Contractor's fault or control. However, time is the essence of this Contract, and extensions shall be limited to unforeseeable circumstances.

The Contractor shall be responsible for scheduling the rehabilitation work, and for coordinating the operations of all trades, subcontractors, and suppliers engaged by the Contractor in connection with the work, in such manner as to assure the expeditious completion of work.

Gadsden County  
Housing Rehabilitation Program  
Contract for Rehabilitation Work  
Page Twenty-One

The Contractor shall not discriminate on the basis of race, color, religion, sex or national origin. He/she further agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed sub-contractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors(except where proposed subcontractors have submitted identical certifications for specific time periods).

\*Parking lots, drinking foundations, recreation or entertainment areas.

ADDITIONAL CONTRACT PROVISIONS

If this Contract includes additional provisions not included in the General Conditions of Federal Provisions, such additional execution by the Contractor and the owner. If no additional provisions are to be included in this Contract, this Contract shall so state so by having the work "NONE" written or typed on the following line.

"None"

IN WITNESS WHEREOF, the Contractor has executed this Contract as of the 23<sup>rd</sup> day of October, 2023 and the Owner has executed this Contract as of the date above first written.

WITNESSES:

Michelle Thomas  
Michelle Thomas

Kevin Brown

Contractor, Kevin Brown  
Kamryn Construction LLC.

CGC 1514353

License Number

Henry Davis

WITNESSES:

Michelle Thomas  
Michelle Thomas

Theodore Travis

Owner, Theodore Travis

WITNESSES:

\_\_\_\_\_

Owner,

As approved by the Gadsden County's  
Housing Rehabilitation Program

By: Sonya Burns

Title: Housing Administrator

Attest:

GADSDEN BOARD OF COUNTY COMMISSIONERS  
BY:

CLERK OF THE CIRCUIT COURT

CHAIRMAN, BCC

NOTE: TO HOMEOWNER(S) THIS IS TO REMIND YOU THAT REHABILITATION UNDER THE SHIP PROGRAM IS MINOR TO MODERATE REPAIRS ONLY.



**GADSDEN COUNTY  
REHABILITATION AGREEMENT AND  
SPECIAL ASSESSMENT LIEN**

**ER /SHIP PROGRAM**

THIS AGREEMENT, MADE THIS 11<sup>th</sup> day of January, 2024 by and between Sharolyn T. Wood whose address is 938 S. Adams Street, Quincy, FL, 32352, hereinafter referred to as "Owner Occupant" and Gadsden County through its Housing Rehabilitation Program, hereinafter referred to as "**SHIP PROGRAM**", relates to the real property lying in Gadsden County, Florida described as follows:

**PARCEL IDENTIFICATION NUMBER:** 3-18-2N-3W-0820-0000B-0050

**Legal Description:** ALL OF LOT SIX(6) AND THE EAST HALF OF LOT 5 OF SUMMIT HEIGHTS ACCORDING TO A MAP OR PLAT THEREOF IN PLAT BOOK 1 PAGE 165 OF THE PUBLIC RECORDS OF GADSDEN COUNTY, FL.

**WHEREAS**, The Owner-Occupant proposes to finance the cost of the rehabilitation work on the above described property from the proceeds of a Deferred Payment Loan made, or to be made, available to Owner-Occupant by the Housing Rehabilitation Program. The Loan is funded from the Gadsden County Housing Rehabilitation (**SHIP**) Program through the State of Florida; and

**WHEREAS**, the applicant for a Deferred Payment Loan must be the Owner-Occupant of the structure or must be the Purchaser-Occupant under a validly executed and binding land sales contract for the above described real property; and

**WHEREAS**, as long as at least one of the Owner-Occupants who was awarded the Deferred Payment Loan under the Housing Rehabilitation Program remains the Owner-Occupant in the five (5) year period from the date hereof, the Deferred Payment Loan does not require repayment.

**NOW, THEREFORE**, in consideration of the covenants and conditions contained herein and other good and valuable consideration, it is agreed as follows: **Forty Five Thousand Three Hundred Twenty -Five Dollars 00/100 (\$45,325.00)** and shall be based upon the final approved construction contract price (less other funds supplied by the Owner Occupant, if any).

2. The term of the Deferred Payment Loan for rehabilitating the above described shall be five (5) years from the date hereof, at zero percent (0%) annual rate of interest.

3. The Deferred Payment Loan principal amount shall be forgiven in an equal amount each month during the Owner-Occupant's ownership and occupancy of the property for the five (5) year term of the Loan. Twenty Percent (20%) of the principal is forgiven each year.) Repayment of the Loan, when required, shall be based upon the prorated principal balance for the unexpired term of the Loan.

4. The amount of the Loan as herein provided shall be a special assessment against the property as described herein, and this Agreement, shall constitute a LIEN ON SAID PROPERTY. Said lien shall be satisfied after the Owner-Occupant has completed the full five (5) year term of this Agreement, or paid to Gadsden County the balance of the Deferred Payment Loan that may become due to the County as a result of the Owner-Occupant's default of the terms of the Agreement.

5. The Owner-Occupant agrees to the following terms in the event of transfer of ownership, loss of residence at subject property, or death of the Owner-Occupant within five (5) years from the date hereof:

Loss of ownership by sale, transfer or death, or non-occupancy by the Owner-Occupant, shall constitute a default and will cause the Deferred Payment Loan to become due and payable in a lump sum. However, the County Commission may allow repayment on an annual basis in accordance with the provisions of Paragraph 6 as hereinafter set forth.

It is further provided that, upon the death of the Owner-Occupant, the five (5) year term of this

**GADSDEN COUNTY  
REHABILITATION AGREEMENT AND  
SPECIAL ASSESSMENT LIEN**

**ER /SHIP PROGRAM**

Agreement may be continued and the requirements as herein established may be assumed by the Owner-Occupant's spouse and/or minor lineal descendants. "Minor" is defined as being under eighteen (18) years of age or being under twenty-two (22) years of age if a full-time student. **In order to assume this Agreement.** The spouse, must be residing in the home as described herein at the time of the Owner-Occupant's death, and the minor lineal descendants must move in the house, and make it their permanent residence, or already be residing in the house, upon the death of the Owner-Occupant and continue to reside there for the entire time this Agreement is in effect. In addition, the spouse and minor lineal descendants must acquire ownership of the property, and must continue Owner-Occupancy status for the remainder of the term of this Agreement. Otherwise, all requirements of this lien shall remain in full force and effect, including the provisions for a default at any time. **For purposes of this provision, the term "minor lineal descendants" shall include any grandchildren of the Owner-Occupant; and such grandchildren shall be entitled to continue this Agreement as long as they meet the age and residency requirements herein, and comply with all other provisions herein.**

6. Upon default, the special assessment levied hereby shall be payable in full to Gadsden County within thirty (30) days after such default occurs; provided, however, that the governing authority, the Gadsden Board of County Commissioners may, by resolution, provide for the payment of any lien in not more than ten (10) equal annual installments from the date of said resolution with interest thereon not exceeding six (6%) per annum, on the unpaid balance. Nevertheless, the Owner-Occupant of the property may pay the full amount of principal then remaining unpaid, plus accrued interest only, at any time. All unpaid sums, penalties and interest shall be and remain a lien on the above described real property in favor of Gadsden County and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of this Agreement. **This special assessment lien will not be subordinated to any other mortgage insured by HUD/FHA under Title II of the National Housing Act of 1934 or its successors, except the original. If default occurs prior to expiration of this lien all remaining funds of the DPL shall become due and payable, this includes refinancing.**

If said lien shall be in default for a period of thirty (30) days, the Gadsden County may enforce the same by a suit in equity according to the provisions of the Florida Statutes or other applicable law, and the Owner shall be responsible for all cost incurred in such proceedings, including a reasonable attorney's fee.

7. Failure of the Housing Rehabilitation Program to exercise such default options shall not constitute a waiver of such options on any subsequent occasions.

8. The Owner-Occupant agrees to maintain a hazard insurance policy on the property for the full replacement value of the rehabilitated unit. Said property insurance shall be maintained during the entire five (5) year period which this lien is in effect, and shall list Gadsden County as a mortgagee in the loss-payment provisions thereof as its interest may appear.

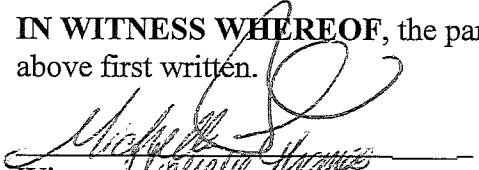
9. If at time it is determined by Gadsden County that the Owner-Occupant qualified for and received SHIP Housing Rehabilitation funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the Deferred Payment Loan shall immediately become due and payable to Gadsden County by Owner-Occupant.


10. In the event it is determined by Gadsden County that the Owner-Occupant ceases to qualify for a Deferred Payment Loan of the SHIP Housing Rehabilitation Program at any time, this Agreement shall terminate immediately upon the Owner-Occupant being notified that Owner-Occupant does not qualify to receive the Deferred Payment Loan and shall constitute a default pursuant to paragraph 6.

**GADSDEN COUNTY  
REHABILITATION AGREEMENT AND  
SPECIAL ASSESSMENT LIEN**

**ER /SHIP PROGRAM**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above first written.

  
Witness

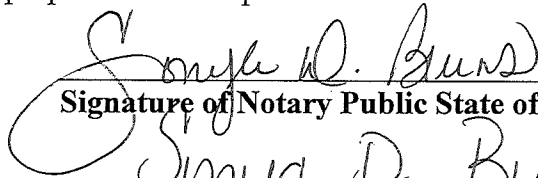
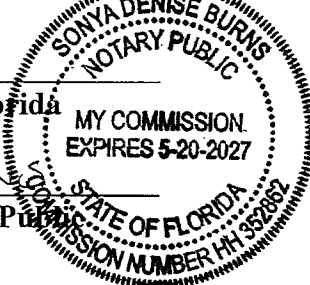
  
Owner-Occupant, **Sharolyn T. Wood**

Witness

Owner-Occupant,

**STATE OF FLORIDA  
County of GADSDEN**

Sworn to and subscribed before me, the undersigned authority, this 11<sup>th</sup> day of January 2024, personally appeared **Sharolyn T. Wood** of 938 S. Adams Street, Quincy, FL., 32352 this agreement for the purpose therein expressed.

  
Signature of Notary Public State of Florida  
  
Sonya D. Burns  
Print, Type or Stamp Name of Notary Public

Personally known to me, or

Produced Identification: VALID FLORIDA IDENTIFICATION CARD

Type of identification

**This instrument prepared by: Sonya D, Burns, P. O. Box 1799, Quincy, FL 32353**

Attest:

GADSDEN BOARD OF COUNTY COMMISSIONER

By:

CLERK OF THE CIRCUIT COURT

CHAIRMAN, BOARD OF COUNTY COMMISSIONER

Gadsden County  
Housing Rehabilitation Program  
Contract for Rehabilitation Work

THIS CONTRACT, entered into this 11<sup>th</sup> day of January, 2024, by and between Sharolyn T. Wood of 938 S. Adams Street, Quincy, FL. 32352, hereinafter called the "Owner, "and Kevin Brown, Kamryn Construction LLC, P.O. Box 6644, Tallahassee, FL. 32314, hereinafter called the "Contractor, "and as approved by the Gadsden County Board of County Commissioners through its designee, The Gadsden County's SHIP Housing Rehabilitation Program, Hereinafter called "Agency."

**WITNESSETH:**

**WHEREAS**, the Owner proposes to finance in whole or in part the cost of the rehabilitation work provided for in this Contract from the proceeds of rehabilitation monies made or to be made to the Owner through the United States of America pursuant to Title I of the Housing and Community Development Act of 1974, and applicable regulations of the Agency (and from other funds available to the Owner to finance the cost of such rehabilitation work has been approved by the Agency, and the owner desires to engage the Contractor to perform such rehabilitation work in accordance with the provisions of this Contract and applicable requirements of the Agency,

**NOW, THEREFORE**, for the considerations stated herein, the Owner and the Contractor do hereby mutually agree as follows:

**GENERAL CONDITIONS**

Section 1. Property to be Rehabilitated

The property to be rehabilitated pursuant to this Contract is located at 938 S. Adams Street, Quincy, FL. 32352 County of Gadsden, State of Florida, and is more particularly described as follows:

**PARCEL IDENTIFICATION NUMBER:** 3-18-2N-3W-0820-0000B-0050

**Legal Description:** ALL OF LOT SIX(6) AND THE EAST HALF OF LOT 5 OF SUMMIT HEIGHTS ACCORDING TO A MAP OR PLAT THEREOF IN PLAT BOOK 1 PAGE 165 OF THE PUBLIC RECORDS OF GADSDEN COUNTY, FL.

Gadsden County  
Housing Rehabilitation Program  
Contract for Rehabilitation Work

Page Two

Section 2. Contract Documents

The Contract documents which comprise this contract for Rehabilitation Work consist of this Contract, as executed on behalf of the owner and the contractor, and the following additional documents, each of which has been attached to this Contract prior to its execution by the Owner and the Contractor and each of which is hereby incorporated in this Contract by reference: (a) the work write-up and Contractor's bid proposal, signed and dated on behalf of the Contractor as of the 11<sup>th</sup> of January 2024, and accepted by the Owner as of the 11<sup>th</sup> of January 2024, and (b) the Standard Rehabilitation Specifications, including the plan Drawings (if any), for the rehabilitation work to be performed by the Contractor pursuant to this Contract. The Contractor shall perform the rehabilitation work provided for in this Contract in strict conformance with the Contract Documents that comprise this Contract. Change orders or other authorized documents pertaining to the work and issued after the execution of this Contract shall also become Contract Documents.

The Contractor shall maintain at the site one copy of all drawings, general specifications and work write-up, addenda, approved shop drawings, change orders, and other modifications in good order and marked to record all changes made during construction. These shall be available to the Owner and Agency upon request.

Section 3. Occupancy Provision

The premises are to be     occupied/  x  vacant for 90 days during the course of the rehabilitation work.

Section 4. Contract Price

Upon satisfactory completion of the rehabilitation work provided for in this Contract, the Contractor shall be paid the amount of Forty Five Thousand Three Hundred Twenty-Five Dollars and 00/100 (\$45,325.00) hereinafter called the "Contract Price", which shall constitute full and complete compensation for the Contractor's performance of the rehabilitation work provided for in this Contract, except as otherwise provided in Section 21 of this Contract.

Section 5. Time of Performance

The contractor shall commence the rehabilitation work provided for in this Contract within ten (10) days from the date of the Owner's issuance of the Order to Proceed referred to in Section 8 of this Contract, unless a delay is approved in writing by the Agency Director or designee. The Contractor shall satisfactorily complete such work within 90 days after issuance of the said Order to Proceed. Said completion period may be extended upon written approval by the Agency Director or designee, in conjunction with an approved Change Order, or as a result of acts of God or other extenuating circumstances beyond the Contractor's fault or control. However, time is the essence of this Contract, and extensions shall be limited to unforeseeable circumstances.

The Contractor shall be responsible for scheduling the rehabilitation work, and for coordinating the operations of all trades, subcontractors, and suppliers engaged by the Contractor in connection with the work, in such manner as to assure the expeditious completion of work.

Gadsden County  
Housing Rehabilitation Program  
Contract for Rehabilitation Work  
Page Twenty-One

The Contractor shall not discriminate on the basis of race, color, religion, sex or national origin. He/she further agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed sub-contractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

\*Parking lots, drinking foundations, recreation or entertainment areas.

ADDITIONAL CONTRACT PROVISIONS

If this Contract includes additional provisions not included in the General Conditions of Federal Provisions, such additional execution by the Contractor and the owner. If no additional provisions are to be included in this Contract, this Contract shall so state so by having the work "NONE" written or typed on the following line.

"None"

IN WITNESS WHEREOF, the Contractor has executed this Contract as of the 11<sup>th</sup> day of January, 2024 and the Owner has executed this Contract as of the date above first written.

WITNESSES:

Sonya D. Burns  
Sonya D. Burns  
Michelle Thomas  
Michelle Thomas

Kevin Brown  
Contractor, **Kevin Brown**  
**Lockwood Construction LLC.**

CGC1514353  
License Number

WITNESSES:

Sonya D. Burns  
Sonya D. Burns  
Michelle Thomas  
Michelle Thomas

Sharolyn T. Wood  
Owner, **Sharolyn T. Wood**

WITNESSES:

\_\_\_\_\_  
Owner,

As approved by the Gadsden County's  
Housing Rehabilitation Program

By: Sonya Burns

Title: Housing Administrator

Attest:

GADSDEN BOARD OF COUNTY COMMISSIONERS  
BY:

\_\_\_\_\_  
CLERK OF THE CIRCUIT COURT

\_\_\_\_\_  
CHAIRMAN, BCC

NOTE: TO HOMEOWNER(S)' THIS IS TO REMIND YOU THAT REHABILITATION UNDER THE SHIP PROGRAM IS MINOR TO MODERATE REPAIRS ONLY.

**GADSDEN COUNTY  
REHABILITATION AGREEMENT AND  
SPECIAL ASSESSMENT LIEN**

ER PROGRAM

**THIS AGREEMENT**, MADE THIS 11<sup>th</sup> day of January, 2024 by and between Willie F. Green whose address is 355 Elk Club Rd., Quincy, FL, 32352, hereinafter referred to as "Owner Occupant" and Gadsden County through its Housing Rehabilitation Program, hereinafter referred to as "**SHIP PROGRAM**", relates to the real property lying in Gadsden County, Florida described as follows:

**PARCEL IDENTIFICATION NUMBER:** 2-16-3N-4W-0000-00244-0300

**Legal Description:** BEGIN AT THE SOUTHEAST CORNER OF THE SOUTH HALF OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 4 WEST AND RUN NORTH 208.75 FEET, WEST 208.75 FEET, SOUTH 200.75 FEET, EAST 208.75 FEET TO THE POINT OF BEGINNING.

**WHEREAS**, The Owner-Occupant proposes to finance the cost of the rehabilitation work on the above described property from the proceeds of a Deferred Payment Loan made, or to be made, available to Owner-Occupant by the Housing Rehabilitation Program. The Loan is funded from the Gadsden County Housing Rehabilitation (**SHIP**) Program through the State of Florida; and

**WHEREAS**, the applicant for a Deferred Payment Loan must be the Owner-Occupant of the structure or must be the Purchaser-Occupant under a validly executed and binding land sales contract for the above described real property; and

**WHEREAS**, as long as at least one of the Owner-Occupants who was awarded the Deferred Payment Loan under the Housing Rehabilitation Program remains the Owner-Occupant in the two (2) year period from the date hereof, the Deferred Payment Loan does not require repayment.

**NOW, THEREFORE**, in consideration of the covenants and conditions contained herein and other good and valuable consideration, it is agreed as follows: **Twenty Three Thousand Four Hundred NO Dollars 00/100 (\$23,400.00)** and shall be based upon the final approved construction contract price (less other funds supplied by the Owner Occupant, if any).

2. The term of the Deferred Payment Loan for rehabilitating the above described shall be two (2) years from the date hereof, at zero percent (0%) annual rate of interest.

3. The Deferred Payment Loan principal amount shall be forgiven in an equal amount each month during the Owner-Occupant's ownership and occupancy of the property for the two (2) year term of the Loan. Fifty Percent (50%) of the principal is forgiven each year.) Repayment of the Loan, when required, shall be based upon the prorated principal balance for the unexpired term of the Loan.

4. The amount of the Loan as herein provided shall be a special assessment against the property as described herein, and this Agreement, shall constitute a LIEN ON SAID PROPERTY. Said lien shall be satisfied after the Owner-Occupant has completed the full two (2) year term of this Agreement, or paid to Gadsden County the balance of the Deferred Payment Loan that may become due to the County as a result of the Owner-Occupant's default of the terms of the Agreement.

5. The Owner-Occupant agrees to the following terms in the event of transfer of ownership, loss of residence at subject property, or death of the Owner-Occupant within two (2) years from the date hereof:

Loss of ownership by sale, transfer or death, or non-occupancy by the Owner-Occupant, shall constitute a default and will cause the Deferred Payment Loan to become due and payable in a lump sum. However, the County Commission may allow repayment on an annual basis in accordance with the provisions of Paragraph 6 as hereinafter set forth.

It is further provided that, upon the death of the Owner-Occupant, the two (2) year term of this

**GADSDEN COUNTY  
REHABILITATION AGREEMENT AND  
SPECIAL ASSESSMENT LIEN**

ER PROGRAM

Agreement may be continued and the requirements as herein established may be assumed by the Owner-Occupant's spouse and/or minor lineal descendants. "Minor" is defined as being under eighteen (18) years of age or being under twenty-two (22) years of age if a full-time student. **In order to assume this Agreement.** The spouse, must be residing in the home as described herein at the time of the Owner-Occupant's death, and the minor lineal descendants must move in the house, and make it their permanent residence, or already be residing in the house, upon the death of the Owner-Occupant and continue to reside there for the entire time this Agreement is in effect. In addition, the spouse and minor lineal descendants must acquire ownership of the property, and must continue Owner-Occupancy status for the remainder of the term of this Agreement. Otherwise, all requirements of this lien shall remain in full force and effect, including the provisions for a default at any time. **For purposes of this provision, the term "minor lineal descendants" shall include any grandchildren of the Owner-Occupant; and such grandchildren shall be entitled to continue this Agreement as long as they meet the age and residency requirements herein, and comply with all other provisions herein.**

6. Upon default, the special assessment levied hereby shall be payable in full to Gadsden County within thirty (30) days after such default occurs; provided, however, that the governing authority, the Gadsden Board of County Commissioners may, by resolution, provide for the payment of any lien in not more than ten (10) equal annual installments from the date of said resolution with interest thereon not exceeding six (6%) per annum, on the unpaid balance. Nevertheless, the Owner-Occupant of the property may pay the full amount of principal then remaining unpaid, plus accrued interest only, at any time. All unpaid sums, penalties and interest shall be and remain a lien on the above described real property in favor of Gadsden County and such lien shall have priority over all other liens and encumbrances whatsoever except any liens for state and local taxes due on the property, and any liens (including mortgages) recorded before the recording of this Agreement. **This special assessment lien will not be subordinated to any other mortgage insured by HUD/FHA under Title II of the National Housing Act of 1934 or its successors, except the original. If default occurs prior to expiration of this lien all remaining funds of the DPL shall become due and payable, this includes refinancing.**

If said lien shall be in default for a period of thirty (30) days, the Gadsden County may enforce the same by a suit in equity according to the provisions of the Florida Statutes or other applicable law, and the Owner shall be responsible for all cost incurred in such proceedings, including a reasonable attorney's fee.

7. Failure of the Housing Rehabilitation Program to exercise such default options shall not constitute a waiver of such options on any subsequent occasions.

8. The Owner-Occupant agrees to maintain a hazard insurance policy on the property for the full replacement value of the rehabilitated unit. Said property insurance shall be maintained during the entire two (2) year period which this lien is in effect, and shall list Gadsden County as a mortgagee in the loss-payment provisions thereof as its interest may appear.

9. If at time it is determined by Gadsden County that the Owner-Occupant qualified for and received SHIP Housing Rehabilitation funds under fraudulent pretenses or statements, or by any other means of misrepresentation, the full amount of the Deferred Payment Loan shall immediately become due and payable to Gadsden County by Owner-Occupant.

10. In the event it is determined by Gadsden County that the Owner-Occupant ceases to qualify for a Deferred Payment Loan of the SHIP Housing Rehabilitation Program at any time, this Agreement shall terminate immediately upon the Owner-Occupant being notified that Owner-Occupant does not qualify to receive the Deferred Payment Loan and shall constitute a default pursuant to paragraph 6.



**GADSDEN COUNTY  
REHABILITATION AGREEMENT AND  
SPECIAL ASSESSMENT LIEN**

ER PROGRAM

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above first written.

Michelle Thomas  
Witness Michelle Thomas  
Sonya D. Burns  
Witness Sonya D. Burns

Willie Green  
Owner-Occupant, **Willie Green**

Witness


Owner-Occupant,

Witness

**STATE OF FLORIDA  
County of GADSDEN**

Sworn to and subscribed before me, the undersigned authority, this 11<sup>th</sup> day of January 2024, personally appeared Willie Green of 355 Elk Club Road, Quincy, FL., 32352 this agreement for the purpose therein expressed.

Amanda Palm-Marshall  
Signature of Notary Public State of Florida

 **Amanda Palm-Marshall**  
Comm. # HL 353408  
Print, Type Name of Notary Public  
Expires: January 24, 2027  
Notary Public - State of Florida

Personally known to me, or

Produced Identification: VALID FLORIDA IDENTIFICATION CARD

**Type of identification**

**This instrument prepared by: Sonya D, Burns, P. O. Box 1799, Quincy, FL 32353**

Attest:

GADSDEN BOARD OF COUNTY COMMISSIONER  
By:

CLERK OF THE CIRCUIT COURT

CHAIRMAN, BOARD OF COUNTY COMMISSIONER

Gadsden County  
Housing Rehabilitation Program  
Contract for Rehabilitation Work

THIS CONTRACT, entered into this 11<sup>th</sup> day of January, 2024, by and between Willie Green of 355 Elk Club Road, Quincy, FL. 32352, hereinafter called the "Owner," and Richard Lockwood/Lockwood Construction LLC., 1850 St. Hebron Road., Quincy, FL. 32352 hereinafter called the "Contractor," and as approved by the Gadsden County Board of County Commissioners through its designee, The Gadsden County's SHIP Housing Rehabilitation Program, Hereinafter called "Agency."

**WITNESSETH:**

**WHEREAS**, the Owner proposes to finance in whole or in part the cost of the rehabilitation work provided for in this Contract from the proceeds of rehabilitation monies made or to be made to the Owner through the United States of America pursuant to Title I of the Housing and Community Development Act of 1974, and applicable regulations of the Agency (and from other funds available to the Owner to finance the cost of such rehabilitation work has been approved by the Agency, and the owner desires to engage the Contractor to perform such rehabilitation work in accordance with the provisions of this Contract and applicable requirements of the Agency,

**NOW, THEREFORE**, for the considerations stated herein, the Owner and the Contractor do hereby mutually agree as follows:

**GENERAL CONDITIONS**

Section 1. Property to be Rehabilitated

The property to be rehabilitated pursuant to this Contract is located at 355 Elk Club Road, Quincy, FL. 32352 County of Gadsden, State of Florida, and is more particularly described as follows:

**PARCEL IDENTIFICATION NUMBER: 2-16-3N-4W-0000-00244-0300**

**Legal Description: BEGIN AT THE SOUTHEAST CORNER OF THE SOUTH HALF OF SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 4 WEST AND RUN NORTH 208.75 FEET, WEST 208.75 FEET, SOUTH 200.75 FEET, EAST 208.75 FEET TO THE POINT OF BEGINNING.**

Gadsden County  
Housing Rehabilitation Program  
Contract for Rehabilitation Work

Page Two

Section 2. Contract Documents

The Contract documents which comprise this contract for Rehabilitation Work consist of this Contract, as executed on behalf of the owner and the contractor, and the following additional documents, each of which has been attached to this Contract prior to its execution by the Owner and the Contractor and each of which is hereby incorporated in this Contract by reference: (a) the work write-up and Contractor's bid proposal, signed and dated on behalf of the Contractor as of the 11<sup>th</sup> of January 2024, and accepted by the Owner as of the 11<sup>th</sup> of January 2024, and (b) the Standard Rehabilitation Specifications, including the plan Drawings (if any), for the rehabilitation work to be performed by the Contractor pursuant to this Contract. The Contractor shall perform the rehabilitation work provided for in this Contract in strict conformance with the Contract Documents that comprise this Contract. Change orders or other authorized documents pertaining to the work and issued after the execution of this Contract shall also become Contract Documents.

The Contractor shall maintain at the site one copy of all drawings, general specifications and work write-up, addenda, approved shop drawings, change orders, and other modifications in good order and marked to record all changes made during construction. These shall be available to the Owner and Agency upon request.

Section 3. Occupancy Provision

The premises are to be     occupied/  x  vacant for 90 days during the course of the rehabilitation work.

Section 4. Contract Price

Upon satisfactory completion of the rehabilitation work provided for in this Contract, the Contractor shall be paid the amount of Twenty Three Thousand Four Hundred NO Dollars and 00/100 (\$23,400.00) hereinafter called the "Contract Price", which shall constitute full and complete compensation for the Contractor's performance of the rehabilitation work provided for in this Contract, except as otherwise provided in Section 21 of this Contract.

Section 5. Time of Performance

The contractor shall commence the rehabilitation work provided for in this Contract within ten (10) days from the date of the Owner's issuance of the Order to Proceed referred to in Section 8 of this Contract, unless a delay is approved in writing by the Agency Director or designee. The Contractor shall satisfactorily complete such work within 90 days after issuance of the said Order to Proceed. Said completion period may be extended upon written approval by the Agency Director or designee, in conjunction with an approved Change Order, or as a result of acts of God or other extenuating circumstances beyond the Contractor's fault or control. However, time is the essence of this Contract, and extensions shall be limited to unforeseeable circumstances.

The Contractor shall be responsible for scheduling the rehabilitation work, and for coordinating the operations of all trades, subcontractors, and suppliers engaged by the Contractor in connection with the work, in such manner as to assure the

Gadsden County  
Housing Rehabilitation Program  
Contract for Rehabilitation Work

expeditious completion of work.

The Contractor shall not discriminate on the basis of race, color, religion, sex or national origin. He/she further agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed sub-contractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors(except where proposed subcontractors have submitted identical certifications for specific time periods).

\*Parking lots, drinking foundations, recreation or entertainment areas.

ADDITIONAL CONTRACT PROVISIONS

If this Contract includes additional provisions not included in the General Conditions of Federal Provisions, such additional execution by the Contractor and the owner. If no additional provisions are to be included in this Contract, this Contract shall so state so by having the work "NONE" written or typed on the following line.

"None"

IN WITNESS WHEREOF, the Contractor has executed this Contract as of the 11<sup>th</sup> day of January, 2024 and the Owner has executed this Contract as of the date above first written.

WITNESSES:  
Sonya D. Burns  
Sonya D. Burns  
Nichelle Thomas  
Nichelle Thomas

Richard Lockwood  
Contractor, **Richard Lockwood**  
**Lockwood Construction LLC.**  
CRC1331051  
License Number

WITNESSES:  
Nichelle Thomas  
Nichelle Thomas  
Sonya D. Burns  
Sonya D. Burns

Willie Green  
Owner, **Willie Green**

WITNESSES:  
\_\_\_\_\_  
\_\_\_\_\_

Owner,  
\_\_\_\_\_

As approved by the Gadsden County's  
Housing Rehabilitation Program

By: Sonya Burns

Title: Housing Administrator

Attest:

GADSDEN BOARD OF COUNTY COMMISSIONERS  
BY:

CLERK OF THE CIRCUIT COURT

CHAIRMAN, BCC

NOTE: TO HOMEOWNER(S)' THIS IS TO REMIND YOU THAT REHABILITATION UNDER THE SHIP PROGRAM IS MINOR TO MODERATE REPAIRS ONLY.