

Board of County Commissioners Agenda Request

Date of Meeting: January 2, 2018

Date Submitted: December 18, 2017

To: Honorable Chairperson and Members of the Board

From: Dee Jackson, Interim County Administrator
Anita DeSilva, SHIP Administrator

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

Statement of Issue:

This agenda item seeks Board approval and signatures for Special Assessment Liens and Rehabilitation Contracts that were agreed upon by the homeowner, contractor and Community Development Administration's **SHIP** Housing Rehabilitation Program or Emergency Repair Program "**ER**" for the rehabilitation of the homeowner's home.

Background:

In order 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 utilizing **SHIP/ER** funds. The special assessment lien was signed and needs to be recorded upon the awarding of a Deferred Payment Loan to rehabilitate homes.

Analysis:

The homeowner has agreed to maintain residence in the home for a full five-year period at no annual rate of interest. Upon completion of the 5-year period, the lien will be forgiven and satisfied. The homeowners are required to pay the fees to have the lien recorded at the Gadsden County Clerk of Court's office. Gadsden County Community Development Administration will furnish a copy of the recorded document to the homeowner and keep the original on files.

Fiscal Impact:

None

Options:

1. Approve and authorize the Chairperson to execute the Special Assessment Liens and Rehabilitation Contracts that were agreed upon by the homeowner, contractor and Community Development Administration's **SHIP** Housing Rehabilitation Program or Emergency Repair Program "**ER**" for the rehabilitation of the homeowner's home.
2. Do not approve.
3. Board direction.

Interim County Administrator's Recommendation:

Option 1.

Attachment(s):

Liens and Contracts:

- A. Barbara Colston
- B. Shelley and Francine McWhite
- C. Jeanette Bryant
- D. Elisa Russ
- E. Raymundo Miranda
- F. Lonyell Loutrell Fields-Black
- G. Sallie E. Scott
- H. Dawn Redding

GADSDEN COUNTY
HOUSING REHABILITATION PROGRAM
CONTRACT FOR REHABILITATION WORK

THIS CONTRACT, entered into this 9th day of AUGUST 2017,
by and between BARBARA COLSTON of 822 PETERS ROAD MIDWAY, FL
32343 hereinafter called the "Owner, "and LOCKWOOD CONSTRUCTION LLC
(RICHARD LOCKWOOD) 204 S STEWART STREET QUINCY, FLORIDA 32351
hereinafter called the "Contractor, "and as approved by the County
of Gadsden through its designee, The Gadsden County's 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,
located at 822 Peters Road Midway, Florida 32343
County of Gadsden, State of Florida, and is more particularly
described as follows:

PARCEL IDENTIFICATION NUMBER: 4-11-1N-3W-0000-00412-0000

A parcel of land lying in the Southeast one-quarter of Section 11, Township-1-North, Range 3-West, Gadsden
County, Florida, also being part of a 23 Acre tract of land as described in Official Record Book 326, pages
829-832 of the Public Records of said county, being more particularly described as follows: Begin at a point
1237.5 feet west and 566 feet North of the Southeast Corner of Section 11, and thence run N 84 degrees, 42'
E along road 72.0 feet; thence run N 4 degrees 42' E 100 Feet; thence run 49 degrees, 52' E 185 feet, thence
run S 27 degrees, 58' E 179 feet to road; thence up said road N 57 degrees, 34' E 255.9 feet to fence; thence
run N 0 degrees, 43' W 1868.38 feet to Quarter Section line; thence run West 528 feet; thence run S 0 degrees,
53' E 2074 feet to Point of Beginning.

GADSDEN COUNTY
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 9th of AUGUST, and accepted by the Owner as of the 9th of AUGUST, 2017, 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 45 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 TWO THOUSAND DOLLARS & 00/cents (\$2,000.00) 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 45 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.

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 9th day of AUGUST, 20 17 and the Owner has executed this Contract as of the date above first written.

WITNESSES:

Anita D. Desilva
Anita D. Desilva

Richard Lockwood
Contractor, RICHARD LOCKWOOD
CRC 1331051
License Number

WITNESSES:

Barbara Colston
Owner, BARBARA COLSTON

WITNESSES:

Owner,

As approved by the Gadsden County's
Housing Rehabilitation Program

By: _____

Title: _____

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 COUNTY ER/SHIP PROGRAM IS MINOR TO MODERATE REPAIRS ONLY.

GADSDEN COUNTY
EMERGENCY AGREEMENT AND
SPECIAL ASSESSMENT LIEN

THIS AGREEMENT, MADE THIS 9th day of AUGUST, 2017, by and
Between BARBARA COLSTON whose address is 822 PETERS ROAD MIDWAY, FLORIDA
32343 hereinafter referred to as Owner-Occupant" and Gadsden County
through its Housing Rehabilitation Program, hereinafter referred to as
"Housing Emergency Program", relates to the real property lying in Gadsden
County, Florida described as follows:

PARCEL IDENTIFICATION NUMBER: 4-11-1N-3W-0000-00412-0000

A parcel of land lying in the Southeast one-quarter of Section 11, Township-1-North, Range 3-West, Gadsden
County, Florida, also being part of a 23 Acre tract of land as described in Official Record Book 326, pages
829-832 of the Public Records of said county, being more particularly described as follows: Begin at a point
1237.5 feet west and 566 feet North of the Southeast Corner of Section 11, and thence run N 84 degrees, 42'
E along road 72.0 feet; thence run N 4 degrees 42' E 100 Feet; thence run 49 degrees, 52' E 185 feet, thence
run S 27 degrees, 58' E 179 feet to road; thence up said road N 57 degrees, 34' E 255.9 feet to fence; thence
run N 0 degrees, 43' W 1868.38 feet to Quarter Section line; thence run West 528 feet; thence run S 0 degrees,
53' E 2074 feet to Point of Beginning.

WITNESSETH:

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 Emergency Program. The Loan is funded by the Gadsden County Board of
County Commissioner Emergency (ER) Programs through the County of Gadsden
Board of County Commissioners;

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 Emergency 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:

1. The principal amount of the Deferred Payment Loan shall not exceed
TWO THOUSAND DOLLARS & 00/CENTS (\$2,000.00) 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:

GADSDEN COUNTY
EMERGENCY AGREEMENT AND
SPECIAL ASSESSMENT LIEN
PAGE TWO

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 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 into 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 (2) 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 Emergency 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 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 Housing Emergency 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

GADSDEN COUNTY
EMERGENCY AGREEMENT AND
SPECIAL ASSESSMENT LIEN
PAGE THREE

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

Anita D. Desilva
Witness
Anita D. DeSilva
Witness

Barbara Colston
Owner-Occupant, BARBARA COLSTON

Witness

Owner-Occupant,

Witness

STATE OF FLORIDA
County of Gadsden

Sworn to and subscribed before me, the undersigned authority, this
9TH Of AUGUST, 20 17, personally appeared BARBARA COLSTON of
822 PETERS ROAD MIDWAY, FLORIDA 32343, who Acknowledged before me that
he/she freely and voluntary executed this Agreement for the purpose therein
expressed.



ANITA D. DESILVA
MY COMMISSION # FF 055314
EXPIRES: September 18, 2017
Bonded Thru Budget Notary Services

Anita D. Desilva
Signature of Notary Public-State of Florida

Anita D. DeSilva
Print, Type or Stamp Name of Notary Public

[] Personally known to me, or

[X] Produced Identification: VALID FLORIDA IDENTIFICATION
Type of identification

This instrument prepared by: Anita D. DeSilva P. O. Box 1799,
Quincy, FL 32351

Attest:

GADSDEN BOARD OF COUNTY COMMISSIONER
By:

CLERK OF THE CIRCUIT COURT

CHAIRMAN, BCC

GADSDEN COUNTY
HOUSING REHABILITATION PROGRAM
CONTRACT FOR REHABILITATION WORK

THIS CONTRACT, entered into this 27TH day of APRIL 2017,
by and between SHELLY & FRANCINE MCWHITE of 326 LINE STREET
CHATTAHOOCHEE, FL 32324 hereinafter called the "Owner, "and M FRANZ
CONSTRUCTION LLC (MICHEAL FRANCIS) 146 SELMAN ROAD QUINCY, FLORIDA
32351 hereinafter called the "Contractor, "and as approved by the
County of Gadsden through its designee, The Gadsden County's
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 326 Line Street Chattahoochee, Florida 32324
County of Gadsden, State of Florida, and is more particularly described as follows:

PARCEL IDENTIFICATION NUMBER: 2-04-3N-6W-0000-00441-0500

Commence at the Northeast corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section # 4, Township 3 North, Range 6 West, Gadsden County, Fla. And run South 0 degrees and 30 minutes East 20.0 feet and South 89 degrees and 30 minutes West 145.0 feet to the Point of Beginning. From P.O.B. run South 0 degrees and 30 minutes East 150.0 feet, thence South 89 degrees and 30 minutes West 75.0 feet, thence North 0 degrees and 30 minutes West 150.0 feet, thence North 89 degrees and 30 minutes East 75.0 feet, to P.O.B. All in the S.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of Sec. 4-3-6.

GADSDEN COUNTY

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 27th of APRIL, and accepted by the Owner as of the 27th of APRIL, 20 17, 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 45 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 TWO THOUSAND SIX HUNDRED SIXTY SIX DOLLARS & 00/cts (\$52,666.00) 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 45 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.

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 27TH day of APRIL, 20 17 and the Owner has executed this Contract as of the date above first written.

WITNESSES:

Anita D. DeSilva
Anita D. DeSilva

Micheal Francis
Contractor, MICHEAL FRANCIS
RB0067042
License Number

WITNESSES:

Shelly McWhite
Owner, SHELLY MCWHITE

WITNESSES:

Francine McWhite
Owner, FRANCINE MCWHITE

As approved by the Gadsden County's
Housing Rehabilitation Program

By: _____

Title: _____

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 COUNTY ER/SHIP PROGRAM IS MINOR TO MODERATE REPAIRS ONLY.

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

THIS AGREEMENT, MADE THIS 27th day of APRIL, 20 17 by and between SHELLY & FRANCINE MCWHITE whose address is 326 LINE STREET CAHTTAHOOCHEE, FLORIDA 32324 hereinafter referred to as "Owner-Occupant" and Gadsden County through its Housing Rehabilitation Program", hereinafter referred to as "Housing Rehabilitation Program", relates to the real property lying in Gadsden County, Florida described as follows:

PARCEL IDENTIFICATION NUMBER: 2-04-3N-6W-0000-00441-0500

Commence at the Northeast corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section # 4, Township 3 North, Range 6 West, Gadsden County, Fla. And run South 0 degrees and 30 minutes East 20.0 feet and South 89 degrees and 30 minutes West 145.0 feet to the Point of Beginning. From P.O.B. run South 0 degrees and 30 minutes East 150.0 feet, thence South 89 degrees and 30 minutes West 75.0 feet, thence North 0 degrees and 30 minutes West 150.0 feet, thence North 89 degrees and 30 minutes East 75.0 feet, to P.O.B. All in the S.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of Sec. 4-3-6.

WITNESSETH:

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 State Housing Initiatives Partnership (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:

1. The principal amount of the Deferred Payment Loan shall not exceed FIFTY TWO THOUSAND SIX HUNDRED SIXTY SIX DOLLARS AND 00/CTS (\$52,666.00) 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:

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

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 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 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 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

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

Anita D. DeSilva
Witness
Anita D. DeSilva
Witness

Shelly Mc White
Owner-Occupant, SHELLY MCWHITE

Witness

Francine Mc White
Owner-Occupant, FRANCINE MCWHITE

Witness

STATE OF FLORIDA
County of Gadsden

Sworn to and subscribed before me, the undersigned authority, this 27th
of APRIL 2017, personally appeared SHELLY & FRANCINE MCWHITE of 326 LINE STREET
STREET CHATTAHOOCHEE, FLORIDA 32324, who acknowledged before me that he/she freely
and voluntary executed this agreement for the purpose therein expressed.



ANITA D. DESILVA
MY COMMISSION # FF 055314
EXPIRES: September 18, 2017
Bonded Thru Budget Notary Services

Anita D. DeSilva
Signature of Notary Public-State of Florida

Anita D. DeSilva
Print, Type or Stamp Name of Notary Public

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

This instrument prepared by: Anita D. DeSilva 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
EMERGENCY AGREEMENT AND
SPECIAL ASSESSMENT LIEN

THIS AGREEMENT, MADE THIS 23rd day of AUGUST, 20 17, by and
Between JEANETTE BRYANT whose address is 497 JACK SCOTT ROAD
QUINCY, FLORIDA 32352 hereinafter referred to as Owner-Occupant" and
Gadsden County through its Housing Rehabilitation Program, hereinafter
referred to as "Housing Emergency Program", relates to the real property
lying in Gadsden County, Florida described as follows:

PARCEL IDENTIFICATION NUMBER: 2-18-3N-3W-0340-00000-0090
Lot 9 Solomon Hills Subdivision of Gadsden County, Florida, according to the plat thereof on
file the Clerk of the Circuit Court, Gadsden County, Florida.

WITNESSETH:

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 Emergency Program. The Loan is funded by the Gadsden County Board of
County Commissioner Emergency (ER) Programs through the County of Gadsden
Board of County Commissioners;

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 Emergency 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:

1. The principal amount of the Deferred Payment Loan shall not exceed
THREE THOUSAND FIVE HUNDRED FIFTY DOLLARS & 00/CENTS (\$3,550.00) 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:

GADSDEN COUNTY
EMERGENCY AGREEMENT AND
SPECIAL ASSESSMENT LIEN
PAGE TWO

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 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 into 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 (2) 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 Emergency 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 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 Housing Emergency 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.

GADSDEN COUNTY
EMERGENCY AGREEMENT AND
SPECIAL ASSESSMENT LIEN
PAGE THREE

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

Anita D. DeSilva
Witness

Jeanette Bryant
Owner-Occupant, JEANETTE BRYANT

Anita D. DeSilva
Witness

Witness

Owner-Occupant,

Witness

STATE OF FLORIDA
County of Gadsden

Sworn to and subscribed before me, the undersigned authority, this
23rd Of AUGUST, 20 17, personally appeared JEANETTE BRYANT of
497 JACK SCOTT ROAD QUINCY, FLORIDA 32352, who Acknowledged before me that
he/she freely and voluntary executed this Agreement for the purpose therein
expressed.



ANITA D. DESILVA
MY COMMISSION # FF 055314
EXPIRES: September 18, 2017
Bonded Thru Budget Notary Services

Anita D. DeSilva
Signature of Notary Public-State of Florida

Anita D. DeSilva
Print, Type or Stamp Name of Notary Public

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

This instrument prepared by: Anita D. DeSilva P. O. Box 1799,
Quincy, FL 32351

Attest: GADSDEN BOARD OF COUNTY COMMISSIONER
By:

CLERK OF THE CIRCUIT COURT CHAIRMAN, BCC

GADSDEN COUNTY
EMERGENCY AGREEMENT AND
SPECIAL ASSESSMENT LIEN

THIS AGREEMENT, MADE THIS 27th day of SEPTEMBER, 20 17, by and
Between ELISA RUSS whose address is 155 HUTLEY ROAD
QUINCY, FLORIDA 32351 hereinafter referred to as Owner-Occupant" and
Gadsden County through its Housing Rehabilitation Program, hereinafter
referred to as "Housing Emergency Program", relates to the real property
lying in Gadsden County, Florida described as follows:

PARCEL IDENTIFICATION NUMBER: 3-03-2N-3W-0000-00242-1000

Commence at an iron pipe known as marking the Northeast Corner of the Southeast one-quarter of the Northwest one-quarter of the Northwest one-quarter of Section 3, Township 2 North, Range 3 West, Gadsden County, Florida and run thence South 00 degrees 23 minutes 30 seconds West 1088.14 feet to a point; thence South 88 degrees 34 minutes 00 seconds 25.13 feet to a found concrete monument; thence continue South 88 degrees 34 minutes 00 seconds East 174.27 feet to an iron pin for a Point of Beginning. From said Point of Beginning continue South 88 degrees 34 minutes 00 seconds East 174.27 feet to an iron pipe (set); thence North 00 degrees 23 minutes 30 seconds East 125.00 feet to an iron pipe (set); thence 88 degrees 34 minutes 00 seconds West 174.27 feet to an iron pipe (found); thence South 00 degrees 23 minutes 30 seconds West 125.00 feet to a Point of Beginning. Containing 0.50 acres. A 25 foot roadway easement being more particularly described as follows: Commence at an iron pipe known as marking the Northeast corner of the Southeast one-quarter of the Northwest one-quarter of the Northwest one-quarter of Section 3, Township 2 North, Range 3 West, Gadsden County, Florida and thence run South 00 degrees 23 minutes 30 seconds West 938.14 feet to the Point of Beginning of said roadway easement. From said Point of Beginning run South 88 degrees 34 minutes 00 seconds East 224.40 feet; thence South 00 degrees 23 minutes 30 seconds West 25.00 feet to the North line of Harry Gibson's 0.50 acres tract, thence run North 88 degrees 34 minutes 00 seconds West 224.40 feet; thence North 00 degrees 23 minutes 30 seconds East 25.00 feet to the Point of Beginning, containing 0.13 acres more or less.

WITNESSETH:

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 Emergency Program. The Loan is funded by the Gadsden County Board of County Commissioner Emergency (ER) Programs through the County of Gadsden Board of County Commissioners;

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 Emergency 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:

1. The principal amount of the Deferred Payment Loan shall not exceed FOUR THOUSAND NINE HUNDRED DOLLARS & 00/CENTS (\$4,900.00) 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:

GADSDEN COUNTY
EMERGENCY AGREEMENT AND
SPECIAL ASSESSMENT LIEN
PAGE TWO

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 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 into 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 (2) 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 Emergency 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 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 Housing Emergency 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

GADSDEN COUNTY
EMERGENCY AGREEMENT AND
SPECIAL ASSESSMENT LIEN
PAGE THREE

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

Anita D. DeSilva
Witness

Elisa Russ
Owner-Occupant, ELISA RUSS

Anita D. DeSilva
Witness

Witness

Owner-Occupant,

Witness

STATE OF FLORIDA
County of Gadsden

Sworn to and subscribed before me, the undersigned authority, this
27TH OF SEPTEMBER, 2017, personally appeared ELISA RUSS of
155 HUTLEY ROAD QUINCY, FLORIDA 32351, who Acknowledged before me that
he/she freely and voluntary executed this Agreement for the purpose therein
expressed.



Sonya M. Solis
Signature of Notary Public-State of Florida

Sonya M. Solis
Print, Type or Stamp Name of Notary Public

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

This instrument prepared by: Anita D. DeSilva P. O. Box 1799,
Quincy, FL 32351

Attest: GADSDEN BOARD OF COUNTY COMMISSIONER
By:

CLERK OF THE CIRCUIT COURT

CHAIRMAN, BCC

GADSDEN COUNTY
HOUSING REHABILITATION PROGRAM
CONTRACT FOR REHABILITATION WORK

THIS CONTRACT, entered into this 27th day of SEPTEMBER 2017,
by and between ELISA RUSS of 155 HUTLEY ROAD QUINCY, FL
32351 hereinafter called the "Owner, "and LOCKWOOD CONSTRUCTION LLC
(RICHARD LOCKWOOD) 204 S STEWART STREET QUINCY, FLORIDA 32351
hereinafter called the "Contractor, "and as approved by the County
of Gadsden through its designee, The Gadsden County's 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,
located at 155 Hutley Road Quincy, Florida 32351
County of Gadsden, State of Florida, and is more particularly
described as follows:

PARCEL IDENTIFICATION NUMBER: 3-03-2N-3W-0000-00242-1000

Commence at an iron pipe known as marking the Northeast Corner of the Southeast one-quarter of the Northwest one-quarter of the Northwest one-quarter of Section 3, Township 2 North, Range 3 West, Gadsden County, Florida and run thence South 00 degrees 23 minutes 30 seconds West 1088.14 feet to a point; thence South 88 degrees 34 minutes 00 seconds 25.13 feet to a found concrete monument; thence continue South 88 degrees 34 minutes 00 seconds East 174.27 feet to an iron pin for a Point of Beginning. From said Point of Beginning continue South 88 degrees 34 minutes 00 seconds East 174.27 feet to an iron pipe (set); thence North 00 degrees 23 minutes 30 seconds East 125.00 feet to an iron pipe (set); thence 88 degrees 34 minutes 00 seconds West 174.27 feet to an iron pipe (found); thence South 00 degrees 23 minutes 30 seconds West 125.00 feet to a Point of Beginning. Containing 0.50 acres. A 25 foot roadway easement being more particularly described as follows: Commence at an iron pipe know as marking the Northeast corner of the Southeast one-quarter of the Northwest one-quarter of the Northwest one-quarter of Section 3, Township 2 North, Range 3 West, Gadsden County, Florida and thence run South 00 degrees 23 minutes 30 seconds West 938.14 feet to the Point of Beginning of said roadway easement. From said Point of Beginning run South 88 degrees 34 minutes 00 seconds East 224.40 feet: thence South 00 degrees 23 minutes 30 seconds West 25.00 feet to the North line of Harry Gibson's 0.50 acres tract, thence run North 88 degrees 34 minutes 00 seconds West 224.40 feet; thence North 00 degrees 23 minutes 30 seconds East 25.00 feet to the Point of Beginning, containing 0.13 acres more or less.

GADSDEN COUNTY
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 27th of SEPTEMBER, 2017, and accepted by the Owner as of the 27th of SEPTEMBER, 2017, 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 45 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 FOUR THOUSAND NINE HUNDRED DOLLARS & 00/cents (\$4,900.00) 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 45 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.

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 27th day of SEPTEMBER, 20 17 and the Owner has executed this Contract as of the date above first written.

WITNESSES:

Ant D. DeSilva
Anita D. DeSilva

Richard Lockwood
Contractor, RICHARD LOCKWOOD
CR C 1331051
License Number

WITNESSES:

Elisa Russ
Owner, ELISA RUSS

WITNESSES:

Owner,

As approved by the Gadsden County's
Housing Rehabilitation Program

By: _____

Title: _____

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 COUNTY ER/SHIP PROGRAM IS MINOR TO MODERATE REPAIRS ONLY.

GADSDEN COUNTY
EMERGENCY AGREEMENT AND
SPECIAL ASSESSMENT LIEN

THIS AGREEMENT, MADE THIS 28th day of SEPTEMBER, 20 17, by and
Between RAYMUNDO MIRANDA whose address is 41 PEREZ LANE
QUINCY, FLORIDA 32351 hereinafter referred to as Owner-Occupant" and
Gadsden County through its Housing Rehabilitation Program, hereinafter
referred to as "Housing Emergency Program", relates to the real property
lying in Gadsden County, Florida described as follows:

PARCEL IDENTIFICATION NUMBER: 3-31-2N-5W-0000-00312-0510

Commence at the N/W corner of the S/E ¼ of the N/W/ ¼ of Section #31, Township 2 North, Range 5 West and run
South along the ¼ Section line 1361.0 feet to a concrete monument, thence run East 390.0 feet to a concrete
monument, thence run East 60.0 feet to the East side of a 60 foot proposed street, thence run South 04 degrees and
30 minutes East 67 feet, thence run South 86 degrees and 15 minutes East 130.0 feet to the Point of Beginning.
From thence run South 86 degrees and 15 minutes East 130.0 feet, thence run South 02 degrees and 35 minutes
West approximately 190 feet to the North side of proposed 60 foot road, thence run North 87 degrees and 30
minutes West 130.0 feet along the North side of said proposed road, thence run North 04 degrees and 30 minutes
West approximately 195 feet to the Point of Beginning. Containing 0.57 acre, more or less

WITNESSETH:

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 Emergency Program. The Loan is funded by the Gadsden County Board of
County Commissioner Emergency (ER) Programs through the County of Gadsden
Board of County Commissioners;

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 Emergency 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:

1. The principal amount of the Deferred Payment Loan shall not exceed
FOUR THOUSAND EIGHT HUNDRED DOLLARS & 00/CENTS (\$4,800.00) 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:

GADSDEN COUNTY
EMERGENCY AGREEMENT AND
SPECIAL ASSESSMENT LIEN
PAGE TWO

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 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 into 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 (2) 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 Emergency 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 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 Housing Emergency 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

GADSDEN COUNTY
EMERGENCY AGREEMENT AND
SPECIAL ASSESSMENT LIEN
PAGE THREE

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

Anita D. DeSilva
Witness
Anita D. DeSilva
Witness

Raymundo Miranda
Owner-Occupant, RAYMUNDO MIRANDA

Witness

Owner-Occupant,

Witness

STATE OF FLORIDA
County of Gadsden

Sworn to and subscribed before me, the undersigned authority, this
28th Of SEPTEMBER, 20 17, personally appeared RAYMUNDO MIRANDA of
41 PEREZ LANE QUINCY, FLORIDA 32351, who Acknowledged before me that
he/she freely and voluntary executed this Agreement for the purpose therein
expressed.



~~Anita D. DeSilva~~ Sonya M. Solis 12/4/17
Signature of Notary Public-State of Florida

Sonya M. Solis
Print, Type or Stamp Name of Notary Public

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

This instrument prepared by: Anita D. DeSilva P. O. Box 1799,
Quincy, FL 32351

Attest: GADSDEN BOARD OF COUNTY COMMISSIONER
By:

CLERK OF THE CIRCUIT COURT CHAIRMAN, BCC

GADSDEN COUNTY
HOUSING REHABILITATION PROGRAM
CONTRACT FOR REHABILITATION WORK

THIS CONTRACT, entered into this 28th day of SEPTEMBER 2017,
by and between RAYMUNDO MIRANDA of 41 PEREZ LANE QUINCY, FL
32351 hereinafter called the "Owner, "and LOCKWOOD CONSTRUCTION LLC
(RICHARD LOCKWOOD) 204 S STEWART STREET QUINCY, FLORIDA 32351
hereinafter called the "Contractor, "and as approved by the County
of Gadsden through its designee, The Gadsden County's 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,
located at 41 Perez Lane Quincy, Florida 32351
County of Gadsden, State of Florida, and is more particularly
described as follows:

PARCEL IDENTIFICATION NUMBER: 3-31-2N-5W-0000-00312-0510

Commence at the N/W corner of the S/E ¼ of the N/W ¼ of Section #31, Township 2 North, Range 5 West and run
South along the ¼ Section line 1361.0 feet to a concrete monument, thence run East 390.0 feet to a concrete
monument, thence run East 60.0 feet to the East side of a 60 foot proposed street, thence run South 04 degrees and
30 minutes East 67 feet, thence run South 86 degrees and 15 minutes East 130.0 feet to the Point of Beginning.
From thence run South 86 degrees and 15 minutes East 130.0 feet, thence run South 02 degrees and 35 minutes West
approximately 190 feet to the North side of proposed 60 foot road, thence run North 87 degrees and 30 minutes West
130.0 feet along the North side of said proposed road, thence run North 04 degrees and 30 minutes West
approximately 195 feet to the Point of Beginning. Containing 0.57 acre, more or less

GADSDEN COUNTY
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 28th of SEPTEMBER, 2017, and accepted by the Owner as of the 28th of SEPTEMBER, 2017, 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 45 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 FOUR THOUSAND EIGHT HUNDRED DOLLARS & 00/cents (\$4,800.00) 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 45 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.

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 28th day of SEPTEMBER, 2017 and the Owner has executed this Contract as of the date above first written.

WITNESSES:

Anita D. DeSilva
Anita D. DeSilva

Richard Lockwood
Contractor, RICHARD LOCKWOOD
CRC 1331051
License Number

WITNESSES:

Raymundo Miranda
Owner, RAYMUNDO MIRANDA

WITNESSES:

Owner,

As approved by the Gadsden County's
Housing Rehabilitation Program

By: _____

Title: _____

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 COUNTY ER/SHIP PROGRAM IS MINOR TO MODERATE REPAIRS ONLY.

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

THIS AGREEMENT, MADE THIS 30th day of NOVEMBER, 20 16 by and between LONYELL LOUTRELL FIELDS-BLACK whose address is 160 HUTLEY ROAD QUINCY, FLORIDA 32351 hereinafter referred to as "Owner-Occupant" and Gadsden County through its Housing Rehabilitation Program", hereinafter referred to as "Housing Rehabilitation Program", relates to the real property lying in Gadsden County, Florida described as follows:

PARCEL IDENTIFICATION NUMBER: 3-03-2N-3W-0000-00231-0200

Commence at the Northeast Corner of the Southeast one-quarter of the Northwest one-quarter of the Northwest one-quarter of Section 3, Township 2- North, Range 3- West, Gadsden County, Florida, and run; Thence South 00 degrees West 897.14 feet, South 88 degrees West 15.00 feet to an iron pipe set on the Westerly boundary of a Graded Road for the Point of Beginning. From said Point of Beginning thence continue South 88 degrees West 88.78 feet to an iron pipe. Thence South 00 degrees, West 51.22 feet, South 88 degrees West 51.22 feet, South 00 degrees West 62.53 feet, South 88 degrees West 132.21 feet to a 5/8 inch re-bar with cap. Thence South 00 degrees West 78.25 feet, North 88 degrees East 272.22 feet, Thence North 00 degrees East along Westerly boundary 192.00 feet to the Point of Beginning. Containing 0.8 acre, more or less

WITNESSETH:

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 State Housing Initiatives Partnership (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:

1. The principal amount of the Deferred Payment Loan shall not exceed FORTY FOUR THOUSAND FOUR HUNDRED DOLLARS AND 00/CTS (\$44,400.00) 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 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.

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

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 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 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 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

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

Anita D. Desilva
Witness

Anita D. Desilva
Witness

Lonyell Loutrell Fields-Black
Owner-Occupant, LONYELL LOUTRELL FIELDS-BLACK

Witness

Owner-Occupant,

Witness

STATE OF FLORIDA
County of Gadsden

Sworn to and subscribed before me, the undersigned authority, this 30th of
NOVEMBER, 2016, personally appeared LONYELL LOUTRELL FIELDS-BLACK of 160 HUTLEY
ROAD QUINCY, FLORIDA 32351, who acknowledged before me that he/she freely and
voluntary executed this agreement for the purpose therein expressed.



ANITA D. DESILVA
MY COMMISSION # FF 055314
EXPIRES: September 18, 2017
Bonded Thru Budget Notary Services

Anita D. Desilva
Signature of Notary Public-State of Florida

Anita D. Desilva
Print, Type or Stamp Name of Notary Public

[] Personally known to me, or

[X] Produced Identification: VALID FLORIDA DRIVERS LICENSE CARDS
Type of identification

This instrument prepared by: Anita D. DeSilva 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 30TH day of NOVEMBER 2016,
By and between LONYELL LOUTRELL FIELDS-BLACK of 160 HUTLEY ROAD
QUINCY, FL 32351 hereinafter called the "Owner, "and KAMRYN
CONSTRUCTION LLC (FRANKLIN BROWN) 3558 MOSSY CREEK LANE
TALLAHASSEE, FLORIDA 32311 hereinafter called the "Contractor, "and
as approved by the County of Gadsden through its designee, The
Gadsden County's 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 160 Hutley Road Quincy, Florida 32351
County of Gadsden, State of Florida, and is more particularly
described as follows:

PARCEL IDENTIFICATION NUMBER: 3-03-2N-3W-0000-00231-0200

Commence at the Northeast Corner of the Southeast one-quarter of the Northwest one-quarter of
the Northwest one-quarter of Section 3, Township 2- North, Range 3- West, Gadsden County,
Florida, and run; Thence South 00 degrees West 897.14 feet, South 88 degrees West 15.00 feet to
an iron pipe set on the Westerly boundary of a Graded Road for the Point of Beginning. From
said Point of Beginning thence continue South 88 degrees West 88.78 feet to an iron pipe.
Thence South 00 degrees, West 51.22 feet, South 88 degrees West 51.22 feet, South 00 degrees
West 62.53 feet, South 88 degrees West 132.21 feet to a 5/8 inch re-bar with cap. Thence South
00 degrees West 78.25 feet, North 88 degrees East 272.22 feet, Thence North 00 degrees East
along Westerly boundary 192.00 feet to the Point of Beginning. Containing 0.8 acre, more or less

GADSDEN COUNTY
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 30th of NOVEMBER, 2016, and accepted by the Owner as of the 30th of NOVEMBER, 2016, 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 45 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 FOUR THOUSAND FOUR HUNDRED DOLLARS & 00/cts (\$44,400.00) 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 45 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.

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 30TH day of NOVEMBER, 20 16 and the Owner has executed this Contract as of the date above first written.

WITNESSES:

Anita D. DeSilva
Anita D. DeSilva

Franklin Brown
Contractor, FRANKLIN BROWN
CGC 1514353
License Number

WITNESSES:

Lonyell Loutrell Fields-Black
Owner, LONYELL LOUTRELL FIELDS-BLACK

WITNESSES:

Owner, _____

As approved by the Gadsden County's
Housing Rehabilitation Program

By: _____

Title: _____

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 COUNTY ER/SHIP PROGRAM IS MINOR TO MODERATE REPAIRS ONLY.

GADSDEN COUNTY
HOUSING REHABILITATION PROGRAM
CONTRACT FOR REHABILITATION WORK

THIS CONTRACT, entered into this 25TH day of AUGUST 2017,

By and between SALLIE E. SCOTT of 239 KEVER LANE QUINCY, FL
32351 hereinafter called the "Owner, "and KAMRYN CONSTRUCTION LLC
(FRANKLIN BROWN) 3558 MOSSY CREEK LANE TALLAHASSEE, FLORIDA 32311

hereinafter called the "Contractor, "and as approved by the County
of Gadsden through its designee, The Gadsden County's 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 239 Kever Lane Quincy, Florida 32351
County of Gadsden, State of Florida, and is more particularly
described as follows:

PARCEL IDENTIFICATION NUMBER: 3-31-2N-5W-0000-00241-0600

Commence at the Northwest corner of the Southeast quarter of the Northwest
quarter of Section 31, Township 2 North, Range 5 West, Gadsden County, Florida
and run South 86 degrees 15 minutes East 1079.8 feet to the East boundary of
Kever property, then South 02 degrees 35 minutes West along a staked line
435.0 feet to a 2 inch iron pipe at the Northeast corner of the parcel of land
described in Official Record Book 392 at page 1617 of the Public Records of
said Gadsden County and the Point of Beginning. From said Point of Beginning
continue South 02 degrees 35 minutes West along the East boundary of said
parcel of land 302.79 feet to the North boundary of the South 7.5 acres of
said parcel of land, then North 86degrees 15 minutes West along said North
boundary 602.69 feet to the East boundary of a designated 60foot road, then
leaving said North boundary run North 16 degrees 00 minutes East along said
East boundary 311.62 feet to concrete monument and the Northwest corner of
said parcel of land, then leaving said East boundary run South 86 degrees 15
minutes East along the North boundary of said parcel of land 440 feet, more or
less, to the Point of Beginning. Containing 4 acres, more or less.

GADSDEN COUNTY
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 25th of AUGUST, and accepted by the Owner as of the 25th of AUGUST, 2017, 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 45 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 TWO THOUSAND FOUR HUNDRED DOLLARS & 00/cts (\$2,400.00) 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 45 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.

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 25TH day of AUGUST, 2017 and the Owner has executed this Contract as of the date above first written.

WITNESSES:

Ant D. DeSilva
Anita D. DeSilva

Franklin Brown
Contractor, **FRANKLIN BROWN**
CGC 1514353
License Number

WITNESSES:

Sallie E Scott
Owner, **SALLIE E. SCOTT**

WITNESSES:

Owner,

As approved by the Gadsden County's
Housing Rehabilitation Program

By: _____

Title: _____

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 COUNTY ER/SHIP PROGRAM IS MINOR TO MODERATE REPAIRS ONLY.

GADSDEN COUNTY
EMERGENCY AGREEMENT AND
SPECIAL ASSESSMENT LIEN

THIS AGREEMENT, MADE THIS 25th day of AUGUST, 20 17, by and
Between SALLIE E. SCOTT whose address is 239 KEVER LANE
QUINCY, FLORIDA 32351 hereinafter referred to as Owner-Occupant" and
Gadsden County through its Housing Rehabilitation Program, hereinafter
referred to as "Housing Emergency Program", relates to the real property
lying in Gadsden County, Florida described as follows:

PARCEL IDENTIFICATION NUMBER: 3-31-2N-5W-0000-00241-0600

Commence at the Northwest corner of the Southeast quarter of the Northwest quarter of
Section 31, Township 2 North, Range 5 West, Gadsden County, Florida and run South 86
degrees 15 minutes East 1079.8 feet to the East boundary of Kever property, then South
02 degrees 35 minutes West along a staked line 435.0 feet to a 2 inch iron pipe at the
Northeast corner of the parcel of land described in Official Record Book 392 at page
1617 of the Public Records of said Gadsden County and the Point of Beginning. From
said Point of Beginning continue South 02 degrees 35 minutes West along the East
boundary of said parcel of land 302.79 feet to the North boundary of the South 7.5
acres of said parcel of land, then North 86degrees 15 minutes West along said North
boundary 602.69 feet to the East boundary of a designated 60foot road, then leaving
said North boundary run North 16 degrees 00 minutes East along said East boundary
311.62 feet to concrete monument and the Northwest corner of said parcel of land, then
leaving said East boundary run South 86 degrees 15 minutes East along the North
boundary of said parcel of land 440 feet, more or less, to the Point of Beginning.
Containing 4 acres, more or less.

WITNESSETH:

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 Emergency Program. The Loan is funded by the Gadsden County Board of
County Commissioner Emergency (ER) Programs through the County of Gadsden
Board of County Commissioners;

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 Emergency 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:

1. The principal amount of the Deferred Payment Loan shall not exceed
TWO THOUSAND FOUR HUNDRED DOLLARS & 00/CENTS (\$2,400.00) 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:

GADSDEN COUNTY
EMERGENCY AGREEMENT AND
SPECIAL ASSESSMENT LIEN
PAGE TWO

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 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 into 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 (2) 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 Emergency 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 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 Housing Emergency 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

GADSDEN COUNTY
EMERGENCY AGREEMENT AND
SPECIAL ASSESSMENT LIEN
PAGE THREE

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

Anita D. DeSilva
Witness

Sallie E. Scott
Owner-Occupant, SALLIE E. SCOTT

Anita D. DeSilva
Witness

Witness

Owner-Occupant,

Witness

STATE OF FLORIDA
County of Gadsden

Sworn to and subscribed before me, the undersigned authority, this
25TH Of AUGUST, 2017, personally appeared SALLIE E. SCOTT of
239 KEVER LANE QUINCY, FLORIDA 32351, who Acknowledged before me that
he/she freely and voluntary executed this Agreement for the purpose therein
expressed.



ANITA D. DESILVA
MY COMMISSION # FF 053314
EXPIRES: September 18, 2017
Bonded Thru Budget Notary Services

Anita D. DeSilva
Signature of Notary Public-State of Florida

Anita D. DeSilva
Print, Type or Stamp Name of Notary Public

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

This instrument prepared by: Anita D. DeSilva P. O. Box 1799,
Quincy, FL 32351

Attest: GADSDEN BOARD OF COUNTY COMMISSIONER
By:

CLERK OF THE CIRCUIT COURT

CHAIRMAN, BCC

GADSDEN COUNTY
HOUSING REHABILITATION PROGRAM
CONTRACT FOR REHABILITATION WORK

THIS CONTRACT, entered into this 14th day of AUGUST 2017,
by and between DAWN REDDING of 265 BEAVER LAKE ROAD QUINCY, FL
32351 hereinafter called the "Owner, "and LOCKWOOD CONSTRUCTION LLC
(RICHARD LOCKWOOD) 204 S STEWART STREET QUINCY, FLORIDA 32351
hereinafter called the "Contractor, "and as approved by the County
of Gadsden through its designee, The Gadsden County's 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,
located at 265 Beaver Lake Road Quincy, Florida 32351
County of Gadsden, State of Florida, and is more particularly
described as follows:

PARCEL IDENTIFICATION NUMBER:3-12-2N-5W-0000-00342-0000

The West half of the Southeast Quarter of the Southwest Quarter
of Section 12, Township 2 North, Range 5 West, Gadsden County
Florida

GADSDEN COUNTY
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 14th of AUGUST, and accepted by the Owner as of the 14th of AUGUST, 2017, 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 45 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 FOUR THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS & 00/cents (\$4,875.00) 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 45 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.

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 14th day of AUGUST, 2017 and the Owner has executed this Contract as of the date above first written.

WITNESSES:

Anita D. DeSilva
Anita D. DeSilva

Richard Lockwood
Contractor, RICHARD LOCKWOOD

CRC 1331051
License Number

WITNESSES:

Dawn Redding
Owner, DAWN REDDING

WITNESSES:

Owner,

As approved by the Gadsden County's
Housing Rehabilitation Program

By: _____

Title: _____

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 COUNTY ER/SHIP PROGRAM IS MINOR TO MODERATE REPAIRS ONLY.

GADSDEN COUNTY
EMERGENCY AGREEMENT AND
SPECIAL ASSESSMENT LIEN

THIS AGREEMENT, MADE THIS 14th day of AUGUST, 20 17, by and
Between DAWN REDDING whose address is 265 BEAVER LAKE ROAD
QUINCY, FLORIDA 32351 hereinafter referred to as Owner-Occupant" and
Gadsden County through its Housing Rehabilitation Program, hereinafter
referred to as "Housing Emergency Program", relates to the real property
lying in Gadsden County, Florida described as follows:

PARCEL IDENTIFICATION NUMBER: 3-12-2N-5W-0000-00342-0000

The West half of the Southeast Quarter of the Southwest Quarter
of Section 12, Township 2 North, Range 5 West, Gadsden County
Florida

WITNESSETH:

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 Emergency Program. The Loan is funded by the Gadsden County Board of
County Commissioner Emergency (ER) Programs through the County of Gadsden
Board of County Commissioners;

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 Emergency 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:

1. The principal amount of the Deferred Payment Loan shall not exceed
FOUR THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS & 00/CENTS (\$4,875.00) 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:

GADSDEN COUNTY
EMERGENCY AGREEMENT AND
SPECIAL ASSESSMENT LIEN
PAGE TWO

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 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 into 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 (2) 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 Emergency 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 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 Housing Emergency 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

GADSDEN COUNTY
EMERGENCY AGREEMENT AND
SPECIAL ASSESSMENT LIEN
PAGE THREE

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

Anita D. DeSilva
Witness
Anita D. DeSilva
Witness

Dawn Redding
Owner-Occupant, DAWN REDDING

Witness

Witness

Owner-Occupant,

STATE OF FLORIDA
County of Gadsden

Sworn to and subscribed before me, the undersigned authority, this
14th Of AUGUST, 2017, personally appeared DAWN REDDING of
265 BEAVER LAKE ROAD QUINCY, FLORIDA 32351, who Acknowledged before me that
he/she freely and voluntary executed this Agreement for the purpose therein
expressed.



ANITA D. DESILVA
MY COMMISSION # FF 055314
EXPIRES: September 18, 2017
Bonded Thru Budget Notary Services

Anita D. DeSilva
Signature of Notary Public-State of Florida

Anita D. DeSilva
Print, Type or Stamp Name of Notary Public

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

This instrument prepared by: Anita D. DeSilva P. O. Box 1799,
Quincy, FL 32351

Attest: GADSDEN BOARD OF COUNTY COMMISSIONER
By:

CLERK OF THE CIRCUIT COURT

CHAIRMAN, BCC