

## Board of County Commissioners Agenda Request

**Date of Meeting:** January 5, 2016

**Date Submitted:** December 16, 2015

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

**From:** Robert Presnell, 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 the Board of County Commissioners’ 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 their 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 with **SHIP/ER** funds. The special assessment lien was signed and needs to be recorded once the homeowners have been awarded the Deferred Payment Loan to rehabilitate their home. The loan is funded by the State Housing Initiative Partnership **SHIP/ER** Program through the State of Florida and does not require repayment. Repayment of the loan, when required, is based upon the prorated principal balance for the term of the loan that has not expired. The Owners and the Gadsden County Community Development Administration’s Housing Rehabilitation Program have agreed that the owners shall remain in the house for a full five-year period at no annual rate of interest and once the five-year period is completed that the lien would 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 and the Gadsden County Community Development Administration office will furnish them a copy of the recorded document and keep the original for our files.

### **Analysis:**

As agreed upon by the Owner and the Gadsden County Community Development Administration’s **SHIP/ER** Rehabilitation Program the owner shall remain in the house for a full

five- year period, after the lien has expired it will be forgiven and satisfied. The Rehab Contract is the agreement that has been made between the contractor and homeowner.

**Fiscal Impact:**

None

**Option 1:**

1. Approve and sign the homeowner's lien and contract that is being or have been served by the **SHIP/ER** Housing Rehabilitation program.
2. Disapprove and not sign the homeowner's lien and contract that is being served or have been served by the **SHIP/ER** Housing Rehabilitation program.
3. Board directions.

**County Administrator's Recommendation:**

Option 1.

**Attachments:**

1. Lien and Contract -SEE ATTACHMENTS
  - A. Lorene Brown
  - B. Beverly Gilyard
  - C. Dorothy Baker
  - D. Rose Jackson
  - E. Bobby and Annie Sansom
  - F. Willie Mae Long

GADSDEN COUNTY  
EMERGENCY AGREEMENT AND  
SPECIAL ASSESSMENT LIEN

THIS AGREEMENT, MADE THIS 11th day of FEBRUARY, 20 15, by and Between LORENE BROWN whose address is 7386 SYCAMORE 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: 3-18-2N-5W-0000-00141-0300  
OR 517 P 165, OR 517 P 1823 DB DDD P 196 COMM AT THE NWC OF SECTION 17-2N-5W AND RUN S 01 DEG 01'51" E 1331.29 FT; S 01 DEG 01'51" E 56.03 FT; S 88 DEG 48'30" W 15.14 FT; S 88 DEG 48'30" W 163.96 FT; S 88 DEG 48'30" W 81.98 FT; S 01 DEG 11'30" E 11.43 FT TO BEGIN; THENCE S 01 DEG 11'30" E 225.48 FT; S 01 DEG 11'30" E 27.09 FT; N 88 DEG 48'30" E 81.98 FT; N 01 DEG 11'30" W 26.62 FT; N 01 DEG 11'30" W 225.23 FT; S 89 DEG 18'30" W 81.98 FT TO THE P.O.B. BEING IN SECTION 18-2N-5W.

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 ONE THOUSAND ONE HUNDRED NINE DOLLARS & 00/CENTS (\$1,109.00) 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

Lorene Brown  
Owner-Occupant, LORENE BROWN

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner-Occupant,

\_\_\_\_\_  
Witness

STATE OF FLORIDA  
County of Gadsden

Sworn to and subscribed before me, the undersigned authority, this  
11TH Of FEBRUARY, 20 15, personally appeared LORENE BROWN of  
7386 SYCAMORE 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

GADSDEN COUNTY  
EMERGENCY AGREEMENT AND  
SPECIAL ASSESSMENT LIEN

THIS AGREEMENT, MADE THIS 20th day of OCTOBER, 20 15, by and Between BEVERLY GILYARD whose address is 455 SPOONER 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: 3-26-2N-4W-0000-00214-0500**

A lot of land 40 ft. East and West and 90ft North and South in the extreme Southwest corner of the following described lot of land. Begin at a point where the Eastern boundary of the road running from Moseleys crossroad to Spooner Store crosses the Southern boundary of lot 25 on McNeils boundary of said 158 yards to an iron stake, thence easterly 121 yards to an iron stake, thence Easterly 121 to an iron stake, thence easterly 121 yards to an iron stake next to a fence belonging to C.W. Thomas, thence run Southerly along said fence 70 yards.

**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 FIVE THOUSAND SEVEN HUNDRED NINETY DOLLARS & 00/CENTS (\$5,790.00) 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

Beverly Gilyard  
Owner-Occupant, BEVERLY GILYARD

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner-Occupant,

\_\_\_\_\_  
Witness

STATE OF FLORIDA  
County of Gadsden

Sworn to and subscribed before me, the undersigned authority, this  
20TH Of OCTOBER, 20 15, personally appeared BEVERLY GILYARD of  
455 SPOONER 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

GADSDEN COUNTY  
HOUSING REHABILITATION PROGRAM  
CONTRACT FOR EMERGENCY REPAIR

THIS CONTRACT, entered into this 20th day of OCTOBER,  
2015, by and between BEVERLY GILYARD, 455 SPOONER ROAD  
QUINCY, FLORIDA 32351, hereinafter called the "Owner," and  
MFRANZ CONSTRUCTION LLC (MICHEAL FRANCIS) 146 SELMAN  
ROAD QUINCY, FLORIDA 32351 hereinafter the "Contractor," and  
as approved by the County of Gadsden through its designee,  
The Gadsden County's Housing EMERGENCY REPAIR 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 455 SPOONER ROAD QUINCY, FLORIDA 32351, County  
of Gadsden, State of Florida, and is more particularly described  
as follows:

**PARCEL IDENTIFICATION NUMBER: 3-36-2N-4W-0000-00214-0500**

A lot of land 40 ft. East and West and 90ft North and South in  
the extreme Southwest corner of the following described lot of  
land. Begin at a point where the Eastern boundary of the road  
running from Moseleys crossroad to Spooner Store crosses the  
Southern boundary of lot 25 on McNeils boundary of said 158  
yards to an iron stake, thence easterly 121 yards to an iron  
stake, thence Easterly 121 to an iron stake, thence easterly 121  
yards to an iron stake next to a fence belonging to C.W. Thomas,  
thence run Southerly along said fence 70 yards.

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 20TH of OCTOBER, and accepted by the Owner as of the 20TH of OCTOBER 20 15, 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 X occupied/\_\_\_ vacant for 15 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 FIVE THOUSAND SEVEN HUNDRED NINETY DOLLARS (\$5,790.00) 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 15 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 20TH day of OCTOBER, 20 15 and the Owner has executed this Contract as of the date above first written.

WITNESSES:  
Chris D. Sedel

[Signature]  
Contractor, MICHEAL FRANCIS

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

License Number  
[Signature]  
Owner, BEVERLY GILYARD

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 EMERGENCY REPAIR

THIS CONTRACT, entered into this 1st day of OCTOBER,  
2015, by and between DOROTHY BAKER, 8622 SALEM ROAD  
QUINCY, FLORIDA 32352, hereinafter called the "Owner," and  
LOCKWOOD CONSTRUCTION LLC (RICHARD LOCKWOOD) 1850 ST. HEBRON  
ROAD QUINCY, FLORIDA 32351 hereinafter the "Contractor," and  
as approved by the County of Gadsden through its designee,  
The Gadsden County's Housing EMERGENCY REPAIR 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 8622 SALEM ROAD QUINCY, FLORIDA 32352, County  
of Gadsden, State of Florida, and is more particularly described  
as follows:

**PARCEL IDENTIFICATION NUMBER: 2-02-3N-3W-0000-00314-0300**

Begin at a point 165.6 feet North and 577.8 feet West of the  
Southeast Corner of the Northeast quarter of the Southwest  
quarter of Section 2, Township 3 North, Range 3 West, Gadsden  
County, Florida and thence run West 87 feet to the East side of  
State Road No. 159; thence run N 62, 40 E 116 feet, thence run S  
16, 39, E 163 feet to the point of beginning

GADSDEN COUNTY

Contract for Emergency Repair

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 1ST of OCTOBER, and accepted by the Owner as of the 1ST of OCTOBER 20 15, 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 X occupied/     vacant for 15 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 DOLLARS (\$4,000.00) 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 15 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 1ST day of OCTOBER, 20 15 and the Owner has executed this Contract as of the date above first written.

WITNESSES:

Arith D. DeSilva  
\_\_\_\_\_

Richard Lockwood  
Contractor, **RICHARD LOCKWOOD**

License Number \_\_\_\_\_

WITNESSES:

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

Dorothy Baker  
Owner, **DOROTHY BAKER**

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 1ST day of OCTOBER, 20 15, by and  
Between DOROTHY BAKER whose address is 8622 SALEM 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: 2-02-3N-3W-0000-00314-0300  
Begin at a point 165.6 feet North and 577.8 feet West of the Southeast Corner of the Northeast  
quarter of the Southwest quarter of Section 2, Township 3 North, Range 3 West, Gadsden  
County, Florida and thence run West 87 feet to the East side of State Road No. 159; thence run N  
62, 40 E 116 feet, thence run S 16, 39, E 163 feet to the 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  
FOUR THOUSAND DOLLARS & 00/CENTS (\$4,000.00) 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 6

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

Dorothy Baker  
Owner-Occupant, DOROTHY BAKER

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner-Occupant,

\_\_\_\_\_  
Witness

STATE OF FLORIDA  
County of Gadsden

Sworn to and subscribed before me, the undersigned authority, this  
1ST of OCTOBER, 20 15, personally appeared DOROTHY BAKER of  
8622 SALEM 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**  
**HOUSING REHABILITATION PROGRAM**  
**CONTRACT FOR EMERGENCY REPAIR**

THIS CONTRACT, entered into this 17TH day of NOVEMBER,  
2015, by and between ROSE JACKSON, 232 RAY ROAD  
QUINCY, FLORIDA 32351, hereinafter called the "Owner," and  
LOCKWOOD CONSTRUCTION LLC (RICHARD LOCKWOOD) 1850 ST. HEBRON  
ROAD QUINCY, FLORIDA 32351 hereinafter the "Contractor," and  
as approved by the County of Gadsden through its designee,  
The Gadsden County's Housing EMERGENCY REPAIR 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 232 RAY ROAD QUINCY, FLORIDA 32351, County  
of Gadsden, State of Florida, and is more particularly described  
as follows:

**PARCEL IDENTIFICATION NUMBER: 3-19-2N-3W-0000-00231-0400**

484 P 755 EASEMENT OR 331 P 1705 5 ACRES IN A SQUARE IN SEC OF  
THAT PART OF W1/2 OF NW1/4 N OF R/R, LESS PART CONVEYED TO  
EDWARD L ROBINSON & ALSO LESS: COMM AT NEC OF W1/2 OF NW1/4, RUN  
S 1589.5 FT, S 89 DEG W 484 FT, N 1 DEG 15 MIN E 210 FT TO POB  
RUN N 89 DEG E 311 FT, N 1 DEG 15 MIN E 264 FT, S 89 DEG W 311  
FT., S 1 DEG 15 MIN W 264 FT TO POB. LESS PART PER OR 145, P  
430. (OR 336 P 950 & OR 344 P 1749) LESS ALL PARTS SOLD. IN  
SECTION 19-2N-3W.

**GADSDEN COUNTY**

Contract for Emergency Repair

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 17TH of NOVEMBER, and accepted by the Owner as of the 17TH of NOVEMBER 20 15, 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 X occupied/     vacant for 15 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 ONE HUNDRED DOLLARS (\$2,100.00) 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 15 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.

**GADSDEN COUNTY**

Contract for EMERGENCY REPAIR

Page Twenty-One

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

ADDITIONAL CONTRACT PROVISIONS

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

"None"

IN WITNESS WHEREOF, the Contractor has executed this Contract as of the 17TH day of NOVEMBER, 20 15 and the Owner has executed this Contract as of the date above first written.

WITNESSES:  
Anita D. Desilva  
Anita D. Desilva

[Signature]  
Contractor, **RICHARD LOCKWOOD**

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

License Number  
[Signature]  
Owner, **ROSE JACKSON**

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 17th day of NOVEMBER, 20 15, by and  
Between ROSE JACKSON whose address is 232 RAY 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: 3-19-2N-3W-0000-00231-0400  
484 P 755 EASEMENT OR 331 P 1705 5 ACRES IN A SQUARE IN SEC OF THAT PART  
OF W1/2 OF NW1/4 N OF R/R, LESS PART CONVEYED TO EDWARD L ROBINSON &  
ALSO LESS: COMM AT NEC OF W1/2 OF NW1/4, RUN S 1589.5 FT, S 89 DEG W 484 FT,  
N 1 DEG 15 MIN E 210 FT TO POB RUN N 89 DEG E 311 FT, N 1 DEG 15 MIN E 264 FT, S  
89 DEG W 311 FT., S 1 DEG 15 MIN W 264 FT TO POB. LESS PART PER OR 145, P 430.  
(OR 336 P 950 & OR 344 P 1749)LESS ALL PARTS SOLD. IN SECTION 19-2N-3W.

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 ONE HUNDRED DOLLARS & 00/CENTS (\$2,100.00) 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

Rose M. Jackson  
Owner-Occupant, ROSE JACKSON

Anita D. DeSilva  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner-Occupant,

\_\_\_\_\_  
Witness

STATE OF FLORIDA  
County of Gadsden

Sworn to and subscribed before me, the undersigned authority, this  
17TH Of NOVEMBER, 2015, personally appeared ROSE JACKSON of  
232 RAY 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

GADSDEN COUNTY  
HOUSING REHABILITATION PROGRAM  
CONTRACT FOR EMERGENCY REPAIR

THIS CONTRACT, entered into this 18TH day of NOVEMBER,  
2015, by and between BOBBY and ANNIE SANSOM, 2741 HARDAWAY  
HIGHWAY CHATTAHOOCHEE, FLORIDA 32324, hereinafter called the  
"Owner," and LOCKWOOD CONSTRUCTION LLC (RICHARD LOCKWOOD) 1850  
ST. HEBRON ROAD QUINCY, FLORIDA 32351 hereinafter the  
"Contractor," and as approved by the County of Gadsden through  
its designee, The Gadsden County's Housing EMERGENCY REPAIR  
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 2741 HARDAWAY HIGHWAY CHATTAHOOCHEE, FLORIDA 32324,  
County of Gadsden, State of Florida, and is more particularly  
described as follows:

**PARCEL IDENTIFICATION NUMBER: 2-19-3N-5W-0000-00322-0200**

634 P 503 579 P 1474; OR 572 P 1671 OR 570 P 243; OR 570 P 243  
OR 568 P 1559 LIFE ESTATE OR 140 P 122 COMM AT THE SWC OF THE  
N1/2 OF THE SW1/4 OF SECTION 19-3N-5W, RUNN00\*30'W 448.8 FT TO  
NORTH RT/WY OF CR 268 TO BEGIN; N73\*50'E 210.0 FT; N00\*30'W  
188.90FT; S89\*30'W 201.69 FT; S00\* 30'E 243.6 FT TO THE P.O.B.

**GADSDEN COUNTY**

Contract for Emergency Repair

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 18TH of NOVEMBER, and accepted by the Owner as of the 18TH of NOVEMBER 20 15, 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 X occupied/\_\_\_ vacant for 15 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 THREE THOUSAND SIX HUNDRED THIRTY FIVE DOLLARS (\$3,6350.00) 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 15 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.

**GADSDEN COUNTY**

Contract for EMERGENCY REPAIR

Page Twenty-One

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

ADDITIONAL CONTRACT PROVISIONS

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

"None"

IN WITNESS WHEREOF, the Contractor has executed this Contract as of the 18TH day of NOVEMBER, 20 15 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:

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

Bobby Sansom  
Owner, BOBBY SANSOM

WITNESSES:

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

Annie Sansom  
Owner, ANNIE SANSOM

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 18th day of NOVEMBER, 20 15, by and Between BOBBY AND ANNIE SANSOM whose address is 2741 HARDAWAY HIGHWAY CHATTAHOOCHEE, FLORIDA 32324 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: 2-19-3N-5W-0000-00322-0200  
634 P 503 579 P 1474; OR 572 P 1671 OR 570 P 243; OR 570 P 243 OR 568 P 1559 LIFE ESTATE OR 140 P 122 COMM AT THE SWC OF THE N1/2 OF THE SW1/4 OF SECTION 19-3N-5W, RUNN00\*30'W 448.8 FT TO NORTH RT/WY OF CR 268 TO BEGIN; N73\*50'E 210.0 FT; N00\*30'W 188.90FT; S89\*30'W 201.69 FT; S00\* 30'E 243.6 FT TO THE P.O.B.

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 SIX HUNDRED THIRTY FIVE DOLLARS & 00/CENTS (\$3,635.00) 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

Bobby Sansom  
Owner-Occupant, BOBBY SANSOM

\_\_\_\_\_  
Witness

Annie Sansom  
Witness  
Owner-Occupant, ANNIE SANSOM

\_\_\_\_\_  
Witness

STATE OF FLORIDA  
County of Gadsden

Sworn to and subscribed before me, the undersigned authority, this  
18TH Of NOVEMBER, 2015, personally appeared BOBBY AND ANNIE SANSOM of  
2741 HARDAWAY HIGHWAY CHATTAHOOCHEE, FLORIDA 32324, who Acknowledged before me  
That he/she freely and voluntary executed this Agreement for the purpose  
therein expressed.

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



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

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 AUGUST 2015,  
by and between WILLIE MAE LONG of 72 LONG WAY MIDWAY, FL  
32343 hereinafter called the "Owner, "and KAMRYN CONSTRUCTION LLC  
(FRANKLIN BROWN) 72 LONG WAY MIDWAY, FLORIDA 32343

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 72 LONG WAY MIDWAY, FLORIDA 32343  
County of Gadsden, State of Florida, and is more particularly  
described as follows:

**PARCEL IDENTIFICATION NUMBER: 4-09-1N-2W-0000-00312-1000**  
FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 9,  
TOWNSHIP 1 NORTH, RANGE 2 WEST, RUN SOUTH 89 25' EAST 1805 FEET;  
THENCE RUN SOUTH 0 40' EAST 217 FEET, THENCE RUN EAST 200 FEET TO  
THE POINT OF BEGINNING; THENCE RUN EAST 99.5 FEET, THENCE RUN  
SOUTH 154 FEET, THENCE RUN WEST 99.5 FEET, THENCE RUN NORTH 154  
FEET TO THE POINT OF BEGINNING, CONTAINING 35/100 ACRE MORE OR  
LESS. RECORDED IN OFFICIAL RECORDS 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 27<sup>th</sup> of AUGUST, and accepted by the Owner as of the 27<sup>th</sup> of AUGUST, 20 15, 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 THOUSAND SIX HUNDRED FIFTY DOLLARS & 00/cts (\$40,650.00) 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 AUGUST, 2015 and the Owner has executed this Contract as of the date above first written.

WITNESSES:

Ante D. Doherty  
\_\_\_\_\_

Franklin Brown  
Contractor, **FRANKLIN BROWN**

License Number \_\_\_\_\_

WITNESSES:

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

Willie Mae Long  
Owner, **WILLIE MAE LONG**

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 27<sup>TH</sup> day of AUGUST, 2015 by and between WILLIE MAE LONG whose address is 72 LONG WAY MIDWAY, FLORIDA 32343 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: 4-09-1N-2W-0000-00312-1000**

72 LONG WAY MIDWAY 09-1N-2W 0100/ OR 122 P 86 FROM THE NWC OF SW1/4, S 89 DEG 25 MIN E 1805 FT, S 0 DEG 40 MIN E.217 FT, E 200 FT TO POB RUN E 99.5 FT, S 154 FT, W 99.5 FT, N

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 THOUSAND SIX HUNDRED FIFTY & 00/100 DOLLARS (\$40,650.00) 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.

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

(Twenty percent (20%) of the principal is forgiven each year.) Repayment of the Loan, when required, shall be based upon the prorated principal balance for the unexpired term of the Loan.

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

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

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

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

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

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.

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

Ante D. DeSil  
Witness

Willie Mae Long  
Owner-Occupant, WILLIE MAE LONG

\_\_\_\_\_  
Witness  
Queen Fields  
Witness

\_\_\_\_\_  
Owner-Occupant,

\_\_\_\_\_  
Witness

STATE OF FLORIDA  
County of Gadsden

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

Sworn to and subscribed before me, the undersigned authority, this 27<sup>TH</sup> of AUGUST, 2015,

personally appeared WILLIE MAE LONG of 72 LONG WAY 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  
 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