

RIGHT OF ENTRY AND LIABILITY WAIVER AGREEMENT

This Agreement is by and between, Scott Powell & DeLoris Powell
(the "Owner(s)") of the property commonly identified as:

732 NW 19th Terr

Folio No(s): 5042-04-18-0040

Fort Lauderdale, FL 33311

City/Town

Street (attach legal description if available) (referred to hereafter as the "Property")

And

Fort Lauderdale Community Redevelopment Agency, a community redevelopment agency organized pursuant to Chapter 163, Part III of the Florida Statutes ("NPFCRA").

RECITALS

Whereas, the NPFCRA was created in part to improve the appearance of the Northwest, Progresso Flagler Heights Community Redevelopment Area ("CRA Area"); and

Whereas, the NPFCRA has created a program for exterior improvements for owners in the CRA Area, which may provide, at the discretion of the NPFCRA, up to \$5,000 for certain exterior improvements to existing homes.

TERMS

Now therefore, in consideration of one or more of the following activities to be conducted on the Property, the Owner(s) thereof hereby grants to NPFCRA a right of entry and access to the Property and waives liability against NPFCRA, its employees, agents and public officials, for activities conducted under this Agreement in order to conduct one or more activities on the Property:

✓ (1) painting of the exterior, in accordance with the selection made by the Owner;
✓ (2) landscaping, in accordance with the selections made by the Owner.

Owner may select a contractor from a list of approved contractors created by NPFCRA. Alternatively, Owner may select a qualified contractor of its own choosing. Before the NPFCRA will make any disbursements, the Owner must provide adequate and sufficient documentation that it has procured a minimum of three (3) bids from qualified contractors, and upon selecting one of the bids, Owner must provide a copy of the contract between the Owner and the Contractor, a copy of the contractor's license and proof of insurance and such other information as requested by the NPFCRA. The NPFCRA reserves the right to reject any contractor it deems unqualified in its sole discretion. Further, if a notice of commencement is required, the NPFCRA must be listed on the Notice as an additional party to receive notice to owner. The NPFCRA shall make one disbursement to the Owner when the work is completed and inspected by the NPFCRA. Notwithstanding, the NPFCRA reserves the right to issue a joint check payable to the Owner and the Contractor and to withhold payment to the Owner and issue a check directly to a subcontractor or lien or providing notice to owner to the NPFCRA. In some instances, the NPFCRA may require partial and/or final releases of liens in its sole discretion.

This right of entry and waiver of liability granted by the Owner(s) is a requirement in order to access the funds under the Residential and Landscaping Program (the "Program"), which was established by the Fort Lauderdale Community Redevelopment Agency Board of Commissioners. The purpose of the Program is to provide assistance to qualified home owners to landscape, paint the exterior of their homes and/or complete other improvements to the façade of their homes.

This right of entry and access to the Property is hereby granted by the Owner to the NPFCRA and its contractors and their subcontractors thereof, employees, and authorized agents, for the purpose of accomplishing the above purpose. The Owner agrees and warrants to hold harmless NPFCRA, its officers, agents, employees or assigns for damage of any type, whatsoever, either to the above described Property or to any persons present thereon and hereby releases, discharges and waives and releases NPFCRA from any action against NPFCRA, its officers, agents, employees, or assigns from all liability to Owner(s), Owner(s)'s children, relatives, guests, representatives, assigns, or heirs, for defects in the work product, bodily injury, death or property damage that Owner(s) may suffer in connection with any activities on the Property, whether caused solely or partially by the NPFCRA, its officers, agents, employees, or assigns.

I/we have read this Right of Entry and Liability Waiver Agreement, or it has been read to me/us, and I/we fully understand its terms, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend for my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

After the improvements are completed, Owner agrees to maintain the improvements at his or her expenses. NPFCRA shall have no obligation to maintain the improvements. Further, NPFCRA shall have no liability for any defects in the quality of the work product.

Owner understands and acknowledges if it does not understand the legal consequence of signing this Agreement, it is encouraged to seek the advice and counsel of an attorney.

WHEREOF, the undersigned has caused this Right of Entry and Waiver of Liability Agreement to be executed on this 4 day of April, 2022

[SIGNATURE PAGE FOLLOWS]

Property Maintenance Agreement

Property Owner Name: Scott Powell
(Please print)

Property Address: 732 NW 19th Ter
(Please print)

The undersigned property owner agrees to maintain the property improvements and landscaping.

Scott Powell 4-4-22
Property Owner's Signature Date

Paint Color Selection Agreement

NOTE: Please pick a Main (Body) Color, Trim Color and Accent Color from the color swatch.

Property Owner Name (Please print): Scott Powell

Property Address (Please print): 732 NW 19th Ter

Main (Body) Color (Please print): TBD

Trim Color (Please print): TBD

Accent Color (Please print): TBD

The undersigned property owner hereby agrees to the paint color selection described Above. I understand that once the color selection is made, colors cannot be changed.

Scott Powell

Property Owners Signature

4-4-22

Date

Landscaping Design Selection Agreement

Property Owner Name: Scott Power
(Please print)

Property Address: 732 NW 19th Ter.
(Please print)

The undersigned property owner agrees to meet with the landscaper to discuss their individual design.

Scott Power 4/4/2022
Property Owner's Signature Date

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

Property Owner(s):

Scott Powell
[Print Name]

Scott Powell
[Signature]

Deloris Powell
[Print Name]

Deloris Powell NP
[Signature]

Witness:

Jonelle Adderley
[Signature]

Jonelle Adderley
[Print Name]

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 5 day of APRIL,
5, by SCOTT POWELL and DELORIS POWELL by means of ☒ physical
presence or ☐ online notarization this 5 day of APRIL, 2021 2.

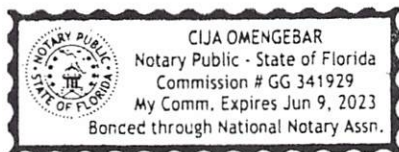
He / She is personally known to me _____ or has presented the following
driver licenses as identification.

(SEAL)

Cija Omengabar

Notary Public, State of Florida

CIA OMENGEAR



Name of Notary Typed, Printed or Stamped

My Commission expires: JUNE 9, 2023
Commission Number: GG 341929

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

WITNESSES:

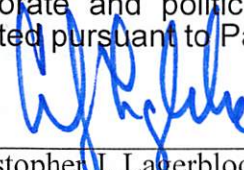


Annee Llauro
[Witness type or print name]

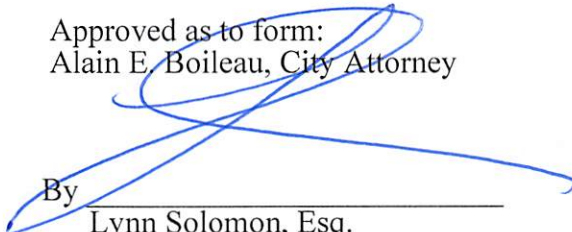


Rebecca McClam
[Witness type or print name]

**FORT LAUDERDALE COMMUNITY
REDEVELOPMENT AGENCY**, a body
corporate and politic of the State of Florida
created pursuant to Part III, Chapter 163

By 
Christopher J. Lagerbloom, ICMA-CM
Executive Director

Approved as to form:
Alain E. Boileau, City Attorney

By 
Lynn Solomon, Esq.
Assistant City Attorney



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: April 27, 2022

16 05/03/22

DOCUMENT TITLE: CRA Residential Façade & Landscaping Program Application –Scott Powell & Deloris Powell -732 NW 19th Terrace

COMM. MTG. DATE: 12/17/2021 CAM #: 21-1146 ITEM #: CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Jonelle/x-4508 Action Summary attached: ☒ YES ☒ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: CRA Router Name/Ext: Jonelle/ x-4508 # of originals routed: 1 Date to CAO:

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 4/29/22 Lynn Solomon
Attorney's Name

LS
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 04/29/22

4) City Manager's Office: CMO LOG #: Apr-42 Document received from:

Assigned to: CHRIS LAGERBLOOM ☐ TARLESHA SMITH ☐ GREG CHAVARRIA ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: T. Smith (Initial/Date) PER ACM: G. Chavarria (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions:

Forward 1 originals to ☐ Mayor ☒ CCO Date: 5.2.22

5) Mayor/CRA Chairman: Please sign as indicated. Forward originals to CCO for attestation/City seal (as applicable) Date:

6) City Clerk: Forward 1 originals to CAO for FINAL APPROVAL Date: 05/03/22

7) CAO forwards originals to CCO Date:

8) City Clerk: Scan original and forwards 1 originals to: Jonelle Adderly/ x-4508/ CRA

Attach certified Reso # ☐ YES ☒ NO

Original Route form to Erica Keiper 6088

Rev. 9/9/2020