



# CITY MANAGER'S OFFICE

## DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

TODAY'S DATE: April 6, 2023

DOCUMENT TITLE: CRA Residential Facade & Landscaping Agreement- Stephanie Stewart

COMM. MTG. DATE: 12/7/21 CAM #: 21-1146 ITEM #: RZ

CAM attached: ☒ YES ☐ NO

Jonelle Adderley

Routing Origin: Router Name/Ext: 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.

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

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

Date to CCO: 4.11.23 Attorney's Name: Lynn Solomon Initials: [Signature]

3) City Clerk's Office: # of originals: 1 Routed to: CMO Ext: \_\_\_\_\_ Date: 4/17/23

4) City Manager's Office: CMO LOG #: APR 22 Document received from: CCO 4/17/23

Assigned to: GREG CHAVARRIA ☐ ANTHONY FAJARDO ☐ SUSAN GRANT ☐

GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A G. CHAVARRIA TO SIGN

PER ACM: A. FAJARDO \_\_\_\_\_ (Initial) S. GRANT \_\_\_\_\_ (Initial)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward \_\_\_\_\_ originals to ☐ Mayor ☐ CCO Date: \_\_\_\_\_

5) Mayor/CRA Chairman: Please sign as indicated.

Forward [Signature] originals to CCO for attestation/City seal (as applicable) Date: N/A

### INSTRUCTIONS TO CITY CLERK'S OFFICE

Jonelle Adderley /4508

City Clerk: Retains \_\_\_\_\_ original and forwards 1 originals to: \_\_\_\_\_ (Name/Dept/Ext)

Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☐ NO Original Route form to CAO

## ROLL CALL

**Present** 5 - Vice Chair Heather Moraitis, Commissioner Steven Glassman, Commissioner Robert L. McKinzie, Commissioner Ben Sorensen, and Chair Dean J. Trantalis

## MOTIONS

**M-1**     21-1160     Motion Approving Minutes for November 2, 2021 Community Redevelopment Agency Board Meeting - (Commission Districts 2 and 3)

**APPROVED**

**Aye:** 5 - Vice Chair Moraitis, Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen and Chair Trantalis

## RESOLUTIONS

**R-1**     21-1134     Resolution Approving Budget Amendment - Return Central City Community Redevelopment Agency (CRA) Fund Balance for Reallocation - (Commission District 2)

**ADOPTED**

**Aye:** 5 - Vice Chair Moraitis, Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen and Chair Trantalis

**R-2**     21-1146     Resolution Approving Funding for the CRA Residential Façade and Landscaping Program - \$300,000 - (Commission District 3)

**ADOPTED**

**Aye:** 5 - Vice Chair Moraitis, Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen and Chair Trantalis

**R-3**     21-1145     Resolution Approving a \$4,000,000 CRA Development Incentive Program Loan to 909 NW 6th St. LLC for a Mixed-Use Commercial Development Project to be Located at 909 Sistrunk Boulevard, Authorizing the Executive Director to Execute Any and All Related Instruments, and Delegating Authority to the Executive Director to Take Certain Actions - (Commission District 3)

**ADOPTED**

**Aye:** 5 - Vice Chair Moraitis, Commissioner Glassman, Commissioner McKinzie, Commissioner Sorensen and Chair Trantalis

**R-4**     21-1166     Resolution Authorizing Budget Amendment - Appropriation of Escrow Account Funds and Central Beach Wayfindings & Information



**The City of Fort Lauderdale Community Redevelopment Agency  
Northwest - Progresso - Flagler Heights  
Residential Facade and Landscaping Program Application**

**INSTRUCTIONS:** You must be the property owner to complete this application. Only one (1) application per household will be processed. For more information or to request assistance in completing this application, please contact the Fort Lauderdale Community Redevelopment Agency at (954) 828-4508 or 8229.

Return to: The City of Fort Lauderdale Community Redevelopment Agency, 914 Sistrunk Boulevard, Suite 200, Fort Lauderdale, FL 33311.

Name: Stephanie Stewart

Property Address: 413 NW 9th Ave

Mailing Address (If different from above): \_\_\_\_\_

Home Phone: (954) 260-0775 Cell Phone: (954) 260-0775

E-Mail Address: SStewart242@aol.com

Type of Improvement Requested: Paint \_\_\_\_\_ Landscape \_\_\_\_\_

**I HEREIN CERTIFY, REPRESENT AND WARRANT THAT I AM THE SOLE PROPERTY OWNER OF THE ADDRESS ABOVE AND NO OTHER PARTY'S SIGNATURE IS REQUIRED TO APPROVE THE IMPROVEMENTS. I FURTHER CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.**

APPLICANT'S SIGNATURE: Stephanie Stewart DATE: 4-5-23

PRINT NAME: Stephanie Stewart

**RIGHT OF ENTRY AND LIABILITY WAIVER AGREEMENT**

This Agreement is by and between, Stephanie L. Stewart  
(the "Owner(s)") of the property commonly identified as:

413 NW 9 Ave

Folio No(s): 5042-04-05-0950

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 5 day of April, 2022.

[SIGNATURE PAGE FOLLOWS]

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

Property Owner(s):

Stephanie Stewart  
[Print Name]

Stephanie Stewart  
[Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Signature]

Witness:

Janelle Adderley  
[Signature]

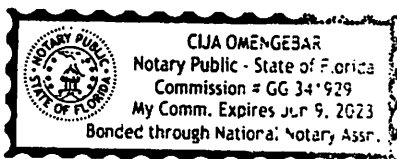
Janelle Adderley  
[Print Name]

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 5 day of April, 2023, by Stephanie Lynn Stewart and \_\_\_\_\_ by means of ☒ physical presence or ☐ online notarization this 5 day of April, 2023.

He ☒ She is personally known to me \_\_\_\_\_ or has presented the following driver license as identification.

(SEAL)



Cynthia

Notary Public, State of Florida

\_\_\_\_\_  
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:

Donna Varisco

Donna Varisco

[Witness type or print name]

Debra Flowers

Debra Flowers

[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: 

Greg Chavarria, Executive Director

Approved as to form:  
D' Wayne Spence, Interim General Counsel

By: 

Lynn Solomon, Esq.

Assistant General Counsel



**Property Maintenance Agreement**

Property Owner Name:  
(Please print)

Stephanie Stewart

Property Address:  
(Please print)

413 NW 9th Ave

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

Stephanie Stewart

Property Owner's Signature

4-5-23

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): Stephanie Stewart

Property Address (Please print): 413 NW 9th Ave

Main (Body) Color (Please print): \_\_\_\_\_

Trim Color (Please print): \_\_\_\_\_

Accent Color (Please print): \_\_\_\_\_

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.

Stephanie Stewart

Property Owners Signature

4-5-23

Date

**Landscaping Design Selection Agreement**

Property Owner Name: Stephanie Stewart  
(Please print)

Property Address: 413 NW 9<sup>th</sup> Ave  
(Please print)

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

Stephanie Stewart  
Property Owner's Signature

4-5-23  
Date

**PROPERTY SUMMARY**

**Tax Year:** 2023  
**Property ID:** 504204050950  
**Property Owner(s):** STEWART,STEPHANIE L  
**Mailing Address:** 413 NW 9 AVE FORT LAUDERDALE, FL 33311  
**Physical Address:** 413 NW 9 AVENUE FORT LAUDERDALE, 33311

**Property Use:** 01-01 Single Family  
**Millage Code:** 0312  
**Adj. Bldg. S.F:** 1691  
**Bldg Under Air S.F:** 1488  
**Effective Year:** 2009  
**Year Built:** 2008  
**Units/Beds/Baths:** 1 / 3 / 2

**Deputy Appraiser:** Residential Department  
**Appraisers Number:** 954-357-6831  
**Email:** [realprop@bcpa.net](mailto:realprop@bcpa.net)  
**Zoning :** RC-15 - RESIDENTIAL SINGLE FAMILY AND CLUSTER/MEDIUM DENSITY  
**Abbr. Legal Des.:** TUSKEGEE PARK 3-9 B LOT 9 BLK 7

**PROPERTY ASSESSMENT**

Year	Land	Building / Improvement	Agricultural Saving	Just / Market Value	Assessed / SOH Value	Tax
2023	\$21,000	\$290,770	0	\$311,770	\$108,760	
2022	\$21,000	\$290,770	0	\$311,770	\$105,600	\$1,762.70
2021	\$21,000	\$214,160	0	\$235,160	\$102,530	\$1,705.12

**EXEMPTIONS AND TAXING AUTHORITY INFORMATION**

	County	School Board	Municipal	Independent
Just Value	\$311,770	\$311,770	\$311,770	\$311,770
Portability	0	0	0	0
Assessed / SOH 11	\$108,760	\$108,760	\$108,760	\$108,760
Granny Flat				
Homestead 100%	\$25,000	\$25,000	\$25,000	\$25,000
Add. Homestead	\$25,000	0	\$25,000	\$25,000
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exemption Type	0	0	0	0
Affordable Housing	0	0	0	0
Taxable	\$58,760	\$83,760	\$58,760	\$58,760

**SALES HISTORY FOR THIS PARCEL**

Date	Type	Price	Book/Page or Cin
07/21/2010	Warranty Deed Qualified Sale	\$170,000	47259 / 1470
05/26/2006	Multi Special Warranty Deed	\$30,000	42113 / 1453
11/28/1995	Multi Warranty Deed	\$240,000	24267 / 162
03/01/1963	Warranty Deed	\$3,000	304 / 823

**LAND CALCULATIONS**

Unit Price	Units	Type
\$3.00	7,000 SqFt	Square Foot

**RECENT SALES IN THIS SUBDIVISION**

Property ID	Date	Type	Qualified/ Disqualified	Price	CIN	Property Address
504204050270	02/09/2023	Warranty Deed	Qualified Sale	\$295,000	118672485	NW 6 ST FORT LAUDERDALE, FL 33311
504204050270	10/20/2022	Warranty Deed	Qualified Sale	\$130,000	118482713	NW 6 ST FORT LAUDERDALE, FL 33311
504204050680	05/03/2022	Warranty Deed	Qualified Sale	\$310,000	118126691	1020 NW 5 CT FORT LAUDERDALE, FL 33311
504204050210	02/08/2022	Quit Claim Deed	Disqualified Sale	\$100,000	117939789	1021 NW 5 CT FORT LAUDERDALE, FL 33311
504204051290	11/24/2021	Warranty Deed	Disqualified Sale	\$252,000	117788925	424 NW 12 AVE FORT LAUDERDALE, FL 33311

**SPECIAL ASSESSMENTS**

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
Ft Lauderdale Fire-rescue (03)						(F1)		
Residential (R)								
1						1.00		

**SCHOOL**

**Walker Elementary:** D  
**Sunrise Middle:** C  
**Fort Lauderdale High:** A

**ELECTED OFFICIALS**

Property Appraiser	County Comm. District	County Comm. Name	US House Rep. District	US House Rep. Name
Marty Kiar	8	Robert McKinzie	20	Sheila Cherfilus-McCormick
Florida House Rep. District	Florida House Rep. Name	Florida Senator District	Florida Senator Name	School Board Member
99	Daryl Campbell	32	Rosalind Osgood	Dr. Jeff Holness

Prepared by and return to:  
SUSAN T. RHODES  
Attorney at Law  
Surealty Title, Inc.  
2400 North University Drive Suite 200  
Pembroke Pines, FL 33024  
954-680-5959  
File Number: 210-059B

[Space Above This Line For Recording Data]

## Warranty Deed

This Warranty Deed made this 21 day of July, 2010 between Jetmore, Inc., a Florida corporation whose post office address is 4737 NW 67th Ave. , Lauderdale, FL 33319, grantor, and Stephanie L. Stewart, a single woman whose post office address is 413 NW 9th Avenue, Fort Lauderdale, FL 33311, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County Florida to-wit:

Lot 9, Block 7, of TUSKEGEE PARK, according to the Plat thereof, recorded in Plat Book 3, Page 9, of the Public Records of Broward County, Florida.

Parcel Identification Number: 504204-05-0950

Subject to taxes for 2010 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2009.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

DoubleTimee

2

Signed, sealed and delivered in our presence:

Marilyn K. Gallington  
Witness Name: Marilyn K. Gallington  
Karen Anderson  
Witness Name: Karen Anderson

Jetmore, Inc., a Florida Corporation  
By: Jerry Carter  
Jerry Carter, President

(Corporate Seal)

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this 21 day of July, 2010 by Jerry Carter, President of Jetmore, Inc., a Florida corporation, on behalf of the corporation. He ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



Marilyn K. Gallington  
Notary Public  
Printed Name: Marilyn K. Gallington  
My Commission Expires: DD 807710