

### 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: Mary Ann Williams - Craig
Property Address: 102 Nw 9th Street
Mailing Address (If different from above):
Home Phone: ( <u>)</u> Cell Phone: ( <u>料) 205-9183</u>
E-Mail Address: MAW_47@live. 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:  DATE: 1/17/23  PRINT NAME: Mary And Williams Craig
Thirt Williams Cravel

RIGHT OF ENTRY AND LIABILITY WAIVER AGREEMENT
This Agreement is by and between, Mary Ann Williams Craig  (the "Owner(s)") of the property commonly identified as:
odh O
102 NW 9th Street
Folio No(s):: 4942 34 0 6 3210
Fort Laudendale, Florida
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 the 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 a 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 NPF CRA 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.

[ SIGNATURE PAGE FOLLOWS]

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

Property Owner(s):	Mary Ann Williams-Craig
[Print Name]	[Print Name]
[Signature]	Signature]
Witness: Marty Delord Marty [Signature]	Deborah Martinez [Print Name]
STATE OF FLORIDA COUNTY OF BROWARD	
The foregoing instrument was acknowledge 023, by MACANN WILLAM -CRAFED presence or $\square$ online notarization this 17 o	d before me this 17day of ANWAYA, by means of physical
presence or $\square$ online notarization this $1+\alpha$	day of $\frac{\text{January}}{\text{January}}$ , 2023.
He / She is personally known to meas identification.	
(SEAL)	Uza Omus
CIJA OMENGEBAR  Notary Public - State of Florida  Commission # GG 341929  My Comm. Expires Jun 9, 2023  Bonded through National Notary Assn.	Notary Public, State of Florida  UJA OMENGEBAR  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:

[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

CRA Executive Director

Approved as to form:

D' Wayne Spence-General Counsel

Lynn Solomon, Esq.

Assistant General Counsel

### **Paint Color Selection Agreement**

swatch.
Property Owner Name (Please print): Mary Ann Williams-Craig
Property Address (Please print): 102 NW 9th Street, Ff. Land, fl 3331
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.    Above

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

## **Landscaping Design Selection Agreement**

Property Owner Name: Mary Ann Williams - Crang (Please print)
Property Address: 102 Nw 9th Street, Alawlerdale, Fl 33311 (Please print)
The undersigned property owner agrees to meet with the landscaper to discuss their individual design
Property Owner's Signature Date

# **Property Maintenance Agreement**

Property Owner Name: Mary Ann Williams Graig (Please print)
Property Address: 102MW/9th Street, Ft Courd., Ft 333/1 (Please print)
The undersigned property owner agrees to maintain the property improvements and landscaping.  Annuary 173023
Property Owner's Signature // Date

Instr# 117423686 , Page 1 of 2, Recorded 07/15/2021 at 09:06 AM

Broward County Commission Deed Doc Stamps: \$0.70

Recording Requested By/Return to: STEWART TITLE GUARANTY COMPANY 1900 SOUTH STATE COLLEGE BLVD. SUITE 200 ANAHEIM, CA 92806

Send Tax Notices to: MARY ANN WILLIAMS-CRAIG 102 NW 9TH STREET FORT LAUDERDALE, FL 33311

Prepared by: MELISSA SUE RENZA, Esq. o/b/o BC LAW FIRM, P.A. 1803 S. KANNER HWY **STUART, FL 34994** 

FOR RECORDER'S USE ONLY

#### **QUITCLAIM DEED**

THIS QUITCLAIM DEED, Executed this 25 day of Uh ye 2072. L. by first party MARY ANN WILLIAMS-CRAIG, WHO ACQUIRED TITLE AS MARY ANN WILLIAMS, A SINGLE PERSON, whose mailing address is 102 NW 9TH STREET, FORT LAUDERDALE FL 33311 to second party, MARY ANN WILLIAMS-CRAIG, A MARRIED PERSON, whose mailing address is 102 NW 9TH STREET, FORT LAUDERDALE, FL 33311.

WITNESSETH, That the said first party, for and in consideration of the sum of \$10.00 Dollars, and other valuable considerations, in hand paid by the second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of BROWARD, State of Florida, to wit:

LOT 1, 2, in BLOCK 260, PROGRESSO, ACCORDING TO THE PLAT THEROF. AS RECORDED IN PLAT BOOK 2, AT PAGE 18 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; said lands situate, lying and being in Broward County, Florida

APN: 49-42-34-06-3210

PROPERTY ADDRESS: 102 NW 9TH STREET, FORT LAUDERDALE, FL 33311

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.



OR Produced Identification:

Type of Identification Produced: PC DC

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Witness Signature Printed Witness Name Witness Signature STATE OF FLORIDA SS. COUNTY OF Growand The foregoing instrument was acknowledged before me by means of ∠ physical presence or □ online notarization, 2021, by MARY ANN WILLIAMS-CRAIG. (Seal) BARBARA HELLEN REID Notary Public - State of Florida Notary Public Printed Name: Darbara My Comm. Expires Dec 6, 2024 My Commission Expires: 12 Commission # HH50578 Personally Known:

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

TODAY'S DATE: 117 2023
Program Agreement - Mary Ann Williams-Crary
COMM. MTG. DATE: 12/7/21 CAM #: 21-1/46 ITEM #: R-2 CAM attached: YES NO
Routing Origin: CRA Router Name/Ext: 4508 Action Summary attached: VES 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? NO # of originals attached:
Is attached Granicus document Final? YES NO Approved as to Form: YES NO
Date to CCO: 1019.73 Attorney's Name: LYNN Solomon Initials:
3) City Clerk's Office: # of originals: Routed to: Ext: Date: 0119/23
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.
Forwardoriginals to CCO for attestation/City seal (as applicable) Date:
INSTRUCTIONS TO CITY CLERK'S OFFICE
City Clerk: Retains original and forwards originals to: (Name/Dept/Ext)
Attach certified Reso # YES NO Original Route form to CAO