



CITY MANAGER'S OFFICE

CITY MANAGER SIGNATURE REQUEST ROUTING FORM

Rev: 14 | Revision Date: 12/18/2025

SECTION 1 | SUMMARY INFORMATION

Date: 2/17/2026

Commission Agenda Item Letter to the Commission (LTC) Letter to External Stakeholder(s) Other Document

Document Title/Purpose: Residential Enhancement Program Right of Entry and Liability Waiver Agreement
Gerald & Marlene Nesbitt

Commission Meeting Date: 12/2/2025 CAM #: 25-0947 Item #:

CAM attached: Yes No Action Summary Attached: Yes No CIP FUNDED: Yes No

Community Investment Plan (CIP) Project defined as having a life of at least 10 years and a cost of at least \$100,000 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. Term "real property" includes land, real estate, realty, or real.

SECTION 2 | REQUESTOR (CHARTER OFFICE/DEPARTMENT)

Charter Office: CAO Router Name: ERICA H. Ext: 4088

Department: CRA Router Name: Jonelle Adderley Ext: 4508

Department Approval (Director/Chief): Name Vanessa Martin Init VM Date: 2/13/2026

\*Return Document To: Jonelle Adderley Department: CRA Ext: 4508

\* Email scan to ERICA H.

\*REMINDER: Once review and signature at the last level of government (Federal, State, County) is complete, scan the final record copy and send to the City Clerk's Office.

Scan Date: Attach Certified Resolution #: Original form route to CAO: Yes No

THE FOLLOWING SECTIONS ARE FOR CHARTER OFFICE USE ONLY

SECTION 3 | CITY ATTORNEY'S OFFICE (CAO): CAO signed/routed Required Yes No

Is the attached Granicus document final? Yes No Number of Originals Attached: 1

Attorney's Name: Lynn Soloman Approved as to Form: Yes No Initials: [Signature]

Route to: Finance (if applicable) Date: Route to: CCO Date: 2/25/2026

SECTION 4 | CITY CLERK'S OFFICE (CCO)

City Clerk Office Receive and Scan Date: Number of Originals: 1

Route to CMO Date: 02/25/26 Route to Mayor Date:

SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: FEB137 Date Received: 2/26/26 Received From: CCO

To CM/ACM: R. Williams C. Cooper Y. Matthews Q. Pough B. Rogers

Approved Init.: [Signature] for continuous routing to Rickelle Williams, City Manager/Executive Director

Disapproved: Comments:

CMO Executive Assistant Route to: CCO | HR | OMB | Other: Date: 2/26/26 Initial: APP



**RIGHT OF ENTRY AND LIABILITY WAIVER AGREEMENT**

This Agreement is entered into by and between:

Owner(s)	Gerald Nesbitt, Sr. & Marlene Nesbitt
Property Address	1302 NW 5th Street
City/Town	Fort Lauderdale, FL 33311
Folio No(s)	504204-06-1490
Legal Description (attach if available)	First add to Tuskegee Park 9-65 B lots 5,6,7, & 8

And

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

**RECITALS**

Whereas, the NPF CRA was created in part to improve the appearance of the Northwest-Progresso-Flagler Heights Community Redevelopment Area ("CRA Area"); and whereas, the NPF CRA has created a program for exterior improvements for Owner(s) in the CRA Area, which may provide, at the discretion of the NPF CRA, up to \$10,000 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 NPF CRA a right of entry and access to the Property and a waives liability against NPF CRA, its employees, agents and public officials, for activities conducted under this Agreement in order to perform only those improvements specifically selected by the Owner in the "Type of Improvement Requested" section of this Agreement (the "Work"). For purposes of this Agreement, the term "Work" shall mean only those improvements expressly selected by the Owner(s) and approved by the NPF CRA.

- Painting of the exterior, in accordance with the selection made by the Owner(s)
- Landscaping, in accordance with the selections made by the Owner(s)
- Exterior lighting, in accordance with the selections made by the Owner(s)
- Driveway repairs and/or installation, in accordance with the selections made by the Owner(s)
- Fence repairs and/or installation, in accordance with the selections made by the Owner(s)

### **Contractor Selection and Documentation**

The Owner(s) may select a qualified Contractor(s) of its own choosing to perform the Work. Before the NPFCRA will make any disbursements, the Owner(s) must provide adequate and sufficient documentation that it has procured a minimum of two (2) estimates from qualified Contractors for the Work, and upon selecting one of the estimates, Owner(s) must provide a copy of a signed estimate between the Owner(s) and the Contractor(s), a copy of the Contractor(s) license and proof of insurance and such other information as requested by the NPFCRA. NPFCRA reserves the right to reject any Contractor(s) it deems unqualified in its sole discretion.

### **Compliance and Permitting**

The selected Contractor(s) shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in connection with the performance of the Work, as defined in this Agreement. The selected Contractor(s) shall be responsible for securing all necessary permits and approvals required to perform the Work and shall provide proof of permit issuance to the NPFCRA and the Owner(s) prior to commencement. All associated permit fees shall be the responsibility of the Owner, unless otherwise approved in writing by the NPFCRA.

### **Disbursements and Payment Procedures**

A Notice of Commencement is required and the NPFCRA must be listed on the Notice as an additional party to receive notice to Owner(s). The NPFCRA may, at its sole discretion, make one or more disbursements, including advance, partial, and final payments, provided that all required documentation has been submitted and verified. Notwithstanding the foregoing, the NPFCRA reserves the right to issue a joint check payable to the Owner(s) and the Contractor(s) and to withhold payment to the Owner(s) and issue a check directly to a subcontractor or lienor 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.

### **Proof of Permits as Condition of Payment**

As a condition precedent to the disbursement of any payment under this Agreement: for any advance or partial payments, the Owner(s) and/or their Selected Contractor(s) shall provide the NPFCRA with satisfactory proof that all applicable permits required by the Department of Sustainable Development (DSD) have been duly obtained. For the final payment, the Owner(s) and/or their selected Contractor(s) shall provide the NPFCRA with satisfactory proof that all required permits related to the Work have been successfully closed out, including evidence of final inspection approval and permit closure by the City's inspectors. NPFCRA have no obligation to authorize or release any payment until the applicable documentation is received and verified.

**Advance Payment for Permits and Related Expenses**

The NPFCRA may, at its sole discretion, authorize an advance payment of up to thirty percent (30%) of the approved project amount to cover permit fees and related upfront expenses. To qualify for such advance, the Owner(s) and/or their selected Contractor(s) must provide supporting documentation, including but not limited to: invoices or receipts from DSD; proof of material purchase costs directly related to the approved scope of work; a copy of a signed estimate between the Owner(s) and the selected Contractor(s); and any other documentation reasonably required by the NPFCRA to verify the expense. Any advance payment issued under this section shall be deducted from the NPFCRA's final funding disbursement. In no event shall the NPFCRA's total contribution exceed the maximum program award of Ten Thousand Dollars (\$10,000). The Owner(s) shall remain solely responsible for all costs exceeding the maximum award.

**Funding Limitations**

The maximum funding assistance available under this Agreement is Ten Thousand Dollars (\$10,000). If the total cost of improvements exceeds this amount, the Owner(s) shall be solely responsible for all additional costs. The NPFCRA will disburse its contribution only after completion of the approved improvements and verification by NPFCRA staff, in accordance with the disbursement procedures set forth in this Agreement. Any advance payment authorized pursuant to the *Advance Payment for Permits and Related Expenses* section shall be applied toward, and not in addition to, the Ten Thousand Dollar (\$10,000) maximum program award.

**Residency/Occupancy Requirement**

The Owner(s) represents and warrants that, at the time of application, the Property is a single-family residence that is either (i) occupied by the Owner(s) as their primary residence, or (ii) occupied by a tenant pursuant to a valid lease agreement. The Owner(s) further agrees to maintain the Property as either owner-occupied or tenant-occupied for a minimum period of five (5) years following completion of the improvements. At the sole discretion of the CRA Executive Director or CRA Manager, properties consisting of two-to-four (2-4) residential units may also be considered for participation; however, the Owner(s) must reside in one of the units as their primary residence. If the Property is sold, transferred, or left vacant during this period, the Owner(s) may be required to repay a portion of the funds on a graduated basis. Specifically, if the sale, transfer, or vacancy occurs within one (1) year of completion, one hundred percent (100%) of the funds may be subject to repayment; within two (2) years, eighty percent (80%); within three (3) years, sixty percent (60%); within four (4) years, forty percent (40%); and within five (5) years, twenty percent (20%). After five (5) years from the completion of the improvements, no repayment shall be required. Repayment obligations shall be at the sole discretion of the NPFCRA.

**Homeowners' Association (HOA Approvals)**

The Owner(s) acknowledges and agrees that, for properties located within deed-restricted communities or otherwise subject to the authority of a homeowners' association, condominium association, cooperative association, or any similar governing board or architectural review committee (collectively, "HOA"), the Owner(s) shall be solely responsible for obtaining all required approvals, consents, or authorizations from the applicable HOA prior to the commencement of any Work. The Owner(s) shall provide the NPFCRA with written confirmation of such approvals as a condition precedent to the disbursement of any funds under this Agreement. The NPFCRA shall have no obligation to obtain HOA approval on behalf of the Owner(s) and shall not be liable for any denial of approval, enforcement action, lien, or other remedy pursued by the HOA in connection with the Work.

This right of entry and waiver of liability granted by the Owner(s) is a requirement to access the funds under the Residential Enhancement 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 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(s) to the NPFCRA and its Contractors(s) and their subcontractors thereof, employees, and authorized agents, for the purpose of accomplishing the above purpose. The Owner(s) 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(s) agrees to maintain the improvements at his or her own expense. NPFCRA shall have no obligation to maintain the improvements. Further, NPFCRA shall have no liability for any defects in the quality of the product.

***Owner(s) understands and acknowledges if he or she does not understand the legal consequence of signing this Agreement, he or she 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 18 day of May, 2020

[SIGNATURE PAGE FOLLOWS]

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

**Property Owner(s):**

Gerald Nesbitt  
[Print Name]

Marlene Nesbitt  
[Print Name]

[Signature]  
[Signature]

[Signature]  
[Signature]

**Witness:**  
[Signature]  
[Signature]

Robert McKiszie  
[Print Name]

**STATE OF FLORIDA  
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me by means of  physical presence or  online, this 18 day of January, 2026, by Gerald and Marlene Nesbitt

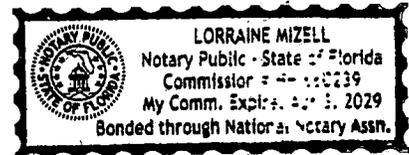
[Signature]

Notary Public, State of Florida

Lorraine Mizell

Name of Notary Typed, Printed or Stamped

(SEAL)



Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

WITNESSES:

[Handwritten Signature]  
[Witness signature]

Andrew Diaz  
[Witness type or print name]

[Handwritten Signature]  
[Witness signature]

JORG ANUSCHKA  
[Witness type or print name]

AGENCY:

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

By: Rickelle Williams  
Rickelle Williams, Executive Director

Approved as to form and correctness:

Shari L. McCartney  
~~City Attorney / General Counsel~~

[Handwritten Signature]  
Lynn Solomon,  
Assistant General Counsel

ATTEST:

[Handwritten Signature]  
David R. Soloman,  
CRA Secretary



## Improvement Selection Agreement

Owner(s) Name (Print): Gerald & Marlene Nesbitt

Property Address (Print): 1302 NW 5th Street

The undersigned Owner(s) agrees to meet with the selected Contractor(s) to review and confirm the proposed design, layout, and/or placement for the improvements selected below. The Owner(s) understands that once a selection is made and approved, no changes may be made without prior written approval from the NPFCRA.

### Select the Improvements Being Requested (check all that apply):

- Painting
  - Body Color: \_\_\_\_\_
  - Trim Color: \_\_\_\_\_
  - Accent Color: \_\_\_\_\_
- Landscaping
  - Meet with landscaping contractor to review and confirm design.
- Fencing (Installation or Repair)
  - Meet with fence contractor to review and confirm layout/placement.
- Exterior Lighting
  - Meet with lighting contractor to review and confirm placement/design.
- Driveway Repair/Installation
  - Meet with driveway contractor to review and confirm design.

### Acknowledgment

The undersigned Owner(s) confirms that the improvements selected above will be reviewed and agreed upon with the appropriate Contractor(s).

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: Marlene Nesbitt

Date: 1/18/26

## Property Maintenance Agreement

The undersigned Owner(s) agrees to maintain all improvements and landscaping completed under the Residential Enhancement Program in good condition and at their own expense. The NPFCRA shall have no responsibility for maintenance or repair once improvements are complete.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: Marlene Nestor

Date: 1/18/26



**PROPERTY SUMMARY**

<b>Tax Year:</b> 2026	<b>Property Use:</b> 01-01 Single Family	<b>Deputy Appraiser:</b> Residential Department
<b>Property ID:</b> 504204061490	<b>Millage Code:</b> 0312	
<b>Property Owner(s):</b> NESBITT, GERALD T & MARLENE D S	<b>Adj. Bldg. S.F.:</b> 1804	<b>Appraisers Number:</b> 954-357-6831
<b>Mailing Address:</b> 1302 NW 5 ST FORT LAUDERDALE, FL 33311-7940	<b>Bldg Under Air S.F.:</b> 1578	<b>Email:</b> <a href="mailto:realprop@bcpa.net">realprop@bcpa.net</a>
<b>Property Address:</b> 1302 NW 5 STREET FORT LAUDERDALE, 33311-7940	<b>Effective Year:</b> 1994	<b>Zoning :</b> RS-8 - RESIDENTIAL SINGLE FAMILY/LOW MEDIUM DENSITY
	<b>Year Built:</b> 1993	<b>Abbr. Legal Des.:</b> FIRST ADD TO TUSKEGEE PARK 9-65 B LOTS 5,6,7 & 8 LESS PT DESC'DAS,BEG AT NE COR OF LOT 8, SLY 80 TO SE COR OF LOT 8, W 5 ALG S/L OF LOT 8, N 55.05, NW 35.22, E 29.95 TO POB BLK 7
	<b>Units/Beds/Baths:</b> 1 / 3 / 2	

**PROPERTY ASSESSMENT**

Year	Land	Building / Improvement	Agricultural Saving	Just / Market Value	Assessed / SOH Value	Tax
2026	\$24,990	\$540,900	0	\$565,890	\$123,310	
2025	\$24,990	\$540,900	0	\$565,890	\$120,070	\$2,224.78
2024	\$24,990	\$474,330	0	\$499,320	\$116,690	\$2,053.00

**EXEMPTIONS AND TAXING AUTHORITY INFORMATION**

	County	School Board	Municipal	Independent
Just Value	\$565,890	\$565,890	\$565,890	\$565,890
Portability	0	0	0	0
Assessed / SOH 94	\$123,310	\$123,310	\$123,310	\$123,310
Granny Flat				
Homestead 100%	\$25,000	\$25,000	\$25,000	\$25,000
Add. Homestead	\$26,411	0	\$26,411	\$26,411
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	\$71,899	\$98,310	\$71,899	\$71,899

**SALES HISTORY FOR THIS PARCEL**

Date	Type	Price	Book/Page or Cin
06/01/1993	Warranty Deed		20854 / 051

**LAND CALCULATIONS**

Date	Type	Price	Book/Page or Cin	Unit		
				Price	Units	Type
				\$3.00	8,329	Square SqFt Foot

### RECENT SALES IN THIS SUBDIVISION

Property ID	Date	Type	Qualified/ Disqualified	Price	CIN	Property Address
504204061600	01/16/2026	Warranty Deed	Qualified Sale	\$500,000	120651543	409 NW 13 AVE FORT LAUDERDALE, FL 33311
504204060010	12/19/2025	Multi Warranty Deed	Excluded Sale	\$875,000	120618989	1448 NW 6 ST FORT LAUDERDALE, FL 33311
504204060011	12/19/2025	Multi Warranty Deed	Excluded Sale	\$875,000	120618989	NW 6 ST FORT LAUDERDALE, FL 33311
504204061180	10/13/2025	Warranty Deed	Excluded Sale	\$318,000	120495071	536 NW 13 AVE FORT LAUDERDALE, FL 33311
504204061980	10/10/2025	Warranty Deed	Qualified Sale	\$240,000	120492774	429 NW 14 TER FORT LAUDERDALE, FL 33311

### SPECIAL ASSESSMENTS

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

### SCHOOL

**Walker Elementary  
School: C**  
**Sunrise Middle School: B**  
**Fort Lauderdale High  
School: 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

MLM  
②

BK20854PG095

1993 JUL -6 PM 1:10

This instrument prepared by:  
David Reichenheim  
Assistant City Attorney  
P.O. Box 14250  
Fort Lauderdale, FL 33302

93283115

WARRANTY DEED

THIS INSTRUMENT, made this 30 day of June, 1993.

BROWMAN, City of Fort Lauderdale, a municipal corporation of the State of Florida, grantor, and Gerald T. Nesbitt & Marlene D. SNEED NESBITT, his wife, whose post office address is 2748 N.W. 34th Terrace of the County of Broward and State of Florida, grantee.

WITNESSETH:

That the grantor, for and in consideration of the sum of Ten Dollars (\$10.00), to it in hand paid by the grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to lying and being in the county of Broward and State of Florida, to-wit:

See Exhibit "A", attached to and made a part of this Warranty Deed.

Subject to zoning and restrictions imposed by governmental authority; matters appearing on the plat; taxes for the year of closing.

And the grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed in its name by its proper officers, and its seal to be affixed at 100 North Andrews Avenue, Fort Lauderdale, Florida, the day and year above written.

WITNESSES:

Enrico Jay  
Enrico Jay  
[Witness print name]  
Thomas B. Black  
Thomas B. Black  
[Witness print name]

BY: Mayor Jim Nangle  
P.O. Box 14250, Ft. Lauderdale, FL 33302

BY: George H. Hanbury, II, City Mgr.  
P.O. Box 14250, Fort Lauderdale, FL 33302

ATTEST: Fort City Clerk

Approved as to form:  
Fort City Attorney

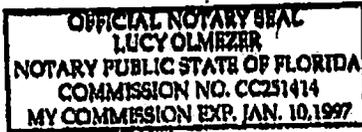
RETURN TO:  
"WILL CALL" - SCHAVREL & SHERMAN PA  
1000 W. McNab Road, Suite 255  
Pompano Beach, FL 33069

Received in Broward County as required by  
Notary Public  
Mary S. M...  
Deputy Clerk

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this June 30, 1993, by JIM NAUGLE, Mayor, of the City of Fort Lauderdale, Florida, a municipal corporation of Florida, who is personally known to me and who did not take an oath.

(SEAL)



*Lucy Olmeyer*  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

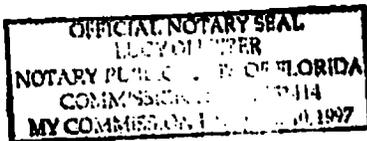
Lucy Olmeyer  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires: 1/10/97  
CC251414  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this June 30, 1993, by GEORGE L. HANBURY, II, City Manager of the City of Fort Lauderdale, Florida, a municipal corporation of Florida, who is personally known to me and who did not take an oath.

(SEAL)



*Lucy Olmeyer*  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

Lucy Olmeyer  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires: 1/10/97  
CC251414  
Commission Number

5thStdeed2

FOLIO NUMBER: 0204-06-149 & 0204-06-151

Grantees S.S. Number: [REDACTED] (GTN)  
(MDSN) 2

BK20854P60952

## EXHIBIT A

All of Lots 5, 6, 7 and 8, Block 7, "FIRST ADDITION TO TUSKEGEE PARK", according to the Plat thereof, as recorded in Plat Book 9, Page 65, of the Public Records of Broward County, Florida.

LESS

A portion of Lot 8, Block 7, "FIRST ADDITION TO TUSKEGEE PARK", according to the Plat thereof, as recorded in Plat Book 9, Page 65, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 8, Block 7; thence S 00°06'38" E along the East line of said Lot 8, Block 7, a distance of 80.00 feet to the Southeast corner of said Lot 8, Block 7; thence N 90°00'00" W along the South line of said Lot 8, Block 7, a distance of 5.00 feet; thence N 00°06'38" W, a distance of 55.05 feet; thence N 45°03'19" W, a distance of 35.22 feet to a point of intersection with the North line of said Lot 8, Block 7; thence S 90°00'00" E along said North line, a distance of 29.95 feet to the POINT OF BEGINNING.

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
COUNTY ADMINISTRATOR

\*\*\*\*\* END OF EXHIBIT A \*\*\*\*\*

BK 20054 PG 0950