Revised 6/12/2023

# RIGHT OF ENTRY AND LIABILITY WAIVER AGREEMENT

This Agreement is by and between, Jerline Marie Lalanne (the "Owner(s)") of the property commonly identified as:

435 NW 19th Avenue	
Folio No(s):: 5042-04-21-0330	
Fort Lauderdole, 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 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.

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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 13th day of October, 2023.

[SIGNATURE PAGE FOLLOWS]

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

Property Owner(s):	
JERLINE MARIE LALANNE [Print Name]	[Print Name]
[Signature]	[Signature]
Witness:  Signature]	Deborah Martinez [Print Name]
STATE OF FLORIDA COUNTY OF BROWARD	
The foregoing instrument was acknowledge or $\square$ online, this $17$ day of $0$ to $0$ t	ged before me by means of physical presence 2023, by <u>Terline Marie Lalanne</u> .
<u>ballutta</u>	CIJA OMENGEBAR Notary Public - State of Florida Commission # HH 430303 My Comm. Expires Aug 7, 2027 Bonded through National Notary Assn.
Notary Public, State of Florida  UTA OMENGEBAR	
Name of Notary Typed, Printed or Stampe	
Personally KnownOR Produced Type of Identification ProducedOr Ver	ced Identification driver Icense.

corporate and politic of the State of Florida WITNESSES: created pursuant to Part III, Chapter 163 Bv: Greg Chavarria, Executive Director Witness type or print name [Witness type or print name] Approved as to form and correctness: ATTEST: D' Wayne Spence, Interim General Counsel ynn Solomon, David R. Soloman. ssistant General Counsel CRA Secretary STATE OF FLORIDA COUNTY OF BROWARD The foregoing instrument was acknowledged before me by means of physical presence or □ online, this 25 day of October, 2023, by GREG CHAVARRIA, Executive Director of the Fort Lauderdale Community Redevelopment Agency, a body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163. REBECCA MCCLAM Notary Public - State of Florida Notary Public, State of Florida Commission # HH 306617 Rebecca Mcchim My Comm. Expires Aug 29, 2026 Bonded through National Notary Ass: Name of Notary Typed, Printed or Stamped Personally Known OR Produced Identification Type of Identification Produced \_\_\_\_\_

AGENCY:

FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a body

Committee of the second second

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BESCHARGE AND COMMENTS OF THE COMMENTS OF THE

REGERAL POLICE

Property Maintenance Agreement	Revised 6/12/2023
Property Owner Name: Jerline Marie Lalanne (Please print)	
Property Address: 435 NW 19th Avenue; Fort Lauderdale, FL 3331	.1
The undersigned property owner agrees to maintain the property improvement and landscaping.  10/13/2023  Property Owner's Signature  Date	ents

Personally KnownIdentification	OR Produced Type of Identification Produced
	Type of Identification Froduced

Revised 6/12/2023

# **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): Jerline Marie Lalanne

Property Address (Please print):

435 NW 19th Avenue; Fort Lauderdale, FL 33311

Main (Body) Color: OFF White

Trim Color: Light Forest Brown Accent Color: White

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.

10/13/2023

**Property Owners Signature** 

Date

Property Owner Name:	Jerline Marie Lalanne (Please print)					
Property Address: 435 NW 19th Avenue Fort Lauderdale, FL 33311						
The undersigned property their individual design.	owner agrees to meet with the landscaper to discuss					
Property Owner's Signatur	<u>10/13/2023</u> re Date					

**Landscaping Design Selection Agreement** 

Revised 6/12/2023

DYNASTY\* ULTRA PURE WHITE®

BUY ONLINE







13n Off White

\*YT2ANYQ

M3-7



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

**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: Jerline Marie Lalanne

Property Address: 435 NW 19th Avenue; Fort Lauderdale, FL 33311

Mailing Address (If different from above): SAME

Home Phone: (305) 788-9988) Cell Phone: SAME

E-Mail Address: lalanne005@gmail.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: 10/13/2023



### PROPERTY SUMMARY

Tax Year: 2024

Property ID: 504204270330
Property Owner(s):BURT,KIARA

Mailing Address:435 NW 19 AVE FORT LAUDERDALE, FL 33311

Physical Address:435 NW 19 AVENUE FORT LAUDERDALE, 33311

Property Use: 01-01 Single Family

Millage Code: 0312 Adj. Bldg. S.F: 1757 Bldg Under Air S.F: 1640

Effective Year: 1962 Year Built: 1953

Units/Beds/Baths: 1/4/1

Deputy Appraiser: Residential Department

Appraisers Number: 954-357-6831

Email: realprop@bcpa.net

**Zoning :** RS-8 - RESIDENTIAL SINGLE FAMILY/LOW MEDIUM DENSITY

Abbr. Legal Des.: DORSEY PARK 4TH ADD 25-26

B LOT 5 BLK 21

PROPERTY	ASSESSMENT

Year	Land	Building / Improvement	<b>Agricultural Saving</b>	Just / Market Value	Assessed / SOH Value	Tax
2024	\$15,750	\$308,910	0	\$324,660	\$324,660	
2023	\$15,750	\$308,910	0	\$324,660	\$324,660	
2022	\$15,750	\$349,900	0	\$365,650	\$365,650	\$6,580.10

## **EXEMPTIONS AND TAXING AUTHORITY INFORMATION**

	County	School Board	Municipal	Independent
Just Value	\$324,660	\$324,660	\$324,660	\$324,660
Portability	0	0	0	0
Assessed / SOH 22	\$324,660	\$324,660	\$324,660	\$324,660
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	\$274,660	\$299,660	\$274,660	\$274,660

SALES HISTORY	FOR THIS PARCEL			LAND CALCU	JLATIONS	
Date	Туре	Price	Book/Page or Cin	Unit Price	Units	Type
11/19/2021	Warranty Deed Qualified Sale	\$365,000		\$3.00	5,250 SqFt	Square Foot
04/24/2020	Warranty Deed Qualified Sale	\$250,000				
10/23/2019	Warranty Deed Disqualified Sale	\$160,000				
07/03/2019	Amended Certificate of Title Non-Sale Title Change					
04/23/2019	Certificate of Title Disqualified Sale	\$133,100				

#### RECENT SALES IN THIS SUBDIVISION

Property ID	Date	Type	Qualified/ Disqualified	Price	CIN	Property Address
504204270350	09/29/2023	Warranty Deed	Qualified Sale	\$285,000	119155473	427 NW 19 AVE FORT LAUDERDALE, FL 33311
504204270100	11/30/2022	Warranty Deed	Qualified Sale	\$378,000	118562235	512 NW 19 AVE FORT LAUDERDALE, FL 33311
504204270360	06/23/2022	Warranty Deed	Qualified Sale	\$265,000	118240926	423 NW 19 AVE FORT LAUDERDALE, FL 33311
504204270100	06/20/2022	Warranty Deed	Disqualified Sale	\$275,000	118234033	512 NW 19 AVE FORT LAUDERDALE, FL 33311
504204270670	11/15/2021	Multi Special Warranty Deed	Excluded Sale	\$6,200,000	117782971	1703 NW 3 CT FORT LAUDERDALE, FL 33311

SPECIAL ASSESSMENTS									SCHOOL
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc	North Fork Elementary: F
Ft Lauderdale Fire-rescue (03)						(F1)			Parkway Middle:   Stranahan High: C
Residential (R)									Strananan riign. C
1						1.00			

## **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

THIS INSTRUMENT PREPARED INCIDENT TO THE ISSUANCE OF TITLE BY AND RETURN TO:

Lilian Wanhlung

Extreme Title Services, Inc.

14601 SW 29th Street, Suite 102

Miramar, Florida 33027 Our File No.: 211025

Property Appraisers Parcel Identification (Folio) Number: 504204-27-0330

Florida Documentary Stamps in the amount of \$2,555.00 have been paid hereon.

SPACE ABOVE THIS LINE FOR RECORDING DATA

# WARRANTY DEED

THIS WARRANTY DEED, made the day of November, 2021, by Jeffrey Wright, Jr. and Alesheal Wright, husband and wife, whose post office address is 435 NW 19th Ave, Ft. Lauderdale, FL 33311, herein called the Grantors, to Jerline Marie Lalanne, a single woman, whose post office address is 435 NW 19th Ave, Ft. Lauderdale, FL 33311, hereinafter called the Grantee:

(Wherever 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)

WITNESSETH: That the Grantors, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in BROWARD County, State of Florida, viz.:

Lot 5, Block 21, DORSEY PARK 4TH ADDITION, according to the map or plat thereof as recorded in Plat Book 25, Page 26, of the Public Records of Broward County, Florida.

Subject to easements, restrictions and reservations of record and taxes for the year 2022 and thereafter.

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 Grantors hereby covenant with said Grantee that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land, and hereby warrant 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, 2021.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

Signed, sea delivered in the presence of:

Witness #1 Signature

CARLOS M. ROSSA

Witness #1 Printed Name

Witness #2 Signature

HILMAN WANHT

Witness #2 Printed Name

STATE OF FLORIDA **COUNTY OF BROWARD** 

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of November, 2021, by Jeffrey Wright, Jr. and Alesheal Wright, who are personally known to me or

FLORIDA LICEN have produced PRIVERS

as identification.

SEA

CARLOS M. ROSSELLO Notary Public - State of Florida Commission # HH 029840 My Comm. Expires Nov 30, 2024

Bonded through National Notary Assn

Notary Public allos W. ROSTELLO

**Printed Notary Name** 

Wright

My commission expires:

File No.: 211025



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

TODAY'S DATE: October 18, 2023
DOCUMENT TITLE: Residential Facade and Landscaping Program Agreement - Jerline Marie Lalanne
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  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? TYES NO # of originals attached: 1
Is attached Granicus document Final?  YES NO Approved as to Form: YES NO
Date to CCO: 10-73-73 Attorney's Name: Lynn Solomon Initials:
3) City Clerk's Office: # of originals: Routed to: Ext: Date:
4) City Manager's Office: CMO LOG #: Document received from:
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: Original Route form to CAO  Attach certified Reso # PES NO Original Route form to CAO

