

## 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.

### RIGHT OF ENTRY AND LIABILITY WAIVER AGREEMENT

This Agreement is by and between, Anthony	L. Thomi	<sub>1</sub> 5	
(the "Owner(s)") of the property			as:
2308 N. W. 6 Place	Wash	ing ton Po	in K
Folio No(s).: 5042 05 01 0350	19-22	B Cor 4	9 BIK 2
FORT LAUDERDALE, FLOR: LA	_		
City/Town			

And

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

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

#### **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.

WHEREOF, the undersigned has caused this Right of Entry and Waiver of Liability Agreement to be executed on this 2 day of Feb (UG/Y), 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):	Anthony L. Thomas
[Print Name]	[Print Name]
[Signature]	Anthony L. Thomas [Print Name]  [Signature]
Witness: Skalea G. Colema	[Print Name]
[Signature]	[Print Name]
STATE OF FLORIDA COUNTY OF BROWARD	
The foregoing instrument was acknowled 2023, by Anthony L. Thomesand presence or $\square$ online notarization this $\underline{\underline{}}$	by means of physical day of rebruery, 2023.
He / She is personally known to meas identification	
(SEAL)	Angella Walsh
	Notary Public, State of Florida
	ANGELLA WALSH
Notary Public State of Florida Angella Walsh My Commission HH 021984 Expires 07/21/2024	Name of Notary Typed, Printed or Stamped
	My Commission expires: 7 21 2024 Commission Number: HH 021484
	Commission Number: HH 021984

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

WITNESSES:

[Witness type or print name]

Damo Vame

[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 Chavaria, Executive Director

Approved as to form;

D' Wayne Spence, Interim General Counsel

Lynn Solomon, Esq.

Assistant General Counsel

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# **Landscaping Design Selection Agreement**

Property Owner Name: (Please print)	Ant	hony	Thom	95	
Property Address: (Please print)	2308 <u>K</u>	L.W.6	th Place		
The undersigned proper individual design.	nas	٠	with the landsc $2/2023$	aper to discuss	their

# **Property Maintenance Agreement**

Property Owner Name: Antho (Please print)	ony Thomas
Property Address: $23087$ (Please print)	-W. 6Th Place
The undersigned property owner agreed landscaping.  Anthony Thomas Property Owner's Signature	ees to maintain the property improvements and $\frac{02/03/2023}{\text{Date}}$

## **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): Anthony Thomas

Property Address (Please print): 2308 N.W. 6th Place 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.

anthony Thomas 02/03/2023 Property Owners Signature

Prepared by and return to: Raleigh R. Rawls, Esq. 1024 NW Sixth Street Ft. Lauderdale, FL 33311

#### WARRANTY DEED

(STATUTORY FORM-SECTION 689.02 (F.S.)

THIS INDENTURE, made this 23<sup>nl</sup> day of 2008, Between BERNICE SCOTT, an unmarried widow, whose address is 3840 NW 7<sup>th</sup> Court,
Fort Lauderdale, Florida 33311, Grantor, and ANTHONY LOUIS THOMAS, whose

Witnesseth: That said grantor, for and in consideration of the sum of Ten and No/100\*\*\*\*\*\*Dollars (\$10.00) and other good and valuable consideration 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 <u>Broward</u> County, Florida, to-wit:

address is 2308 NW 6th Place, Fort Lauderdale, Florida 33311, Grantee.

Lot 9, Block 2, WASHINGTON PARK, Ft. Lauderdale, a subdivision according to the Plat thereof, recorded in Book 19, page 22, of the Public Records of Broward County, Florida.

Tax Identification No. 50 42 05 01 0350

IN WITNESS WHEREOF, Grantor has hereunto set grantors hand and seal the day and year first above written.

Signed, sealed and delivered in presence of:

N ON VA

Raleigh R. Rawls, Witness

PERMICE COOTE C

STATE OF FLORIDA

**COUNTY OF BROWARD** 

I HEREBY CERTIFY that on this day before, an officer duly qualified to take acknowledgments, personally appeared, <u>Bernice Scott</u>, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

Personally known to me yes.

WITNESS my hand and official seal at Fort Lauderdale, Broward County,

Florida, this 23 day of July

Notary Public, State of Florida RALEIGH RICHARD RAWLS





#### PROPERTY SUMMARY

Tax Year: 2023

Property ID: 504205010350

Property Owner(s):THOMAS,ANTHONY LOUIS

Mailing Address:2308 NW 6 PL FORT LAUDERDALE, FL 33311

Physical Address:2308 NW 6 PLACE FORT LAUDERDALE, 33311

Effective Year: 1961 Year Built: 1960

Millage Code: 0312

Adj. Bldg. S.F: 1673

Units/Beds/Baths: 1/3/2

Bldg Under Air S.F: 1643

Property Use: 01-01 Single Family

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.: WASHINGTON PARK 19-22 B

LOT 9 BLK 2

PROPERTY	ASSESSM	ENT

Year	Land	Building / Improvement	Agricultural Saving	Just / Market Value	Assessed / SOH Value	Tax
2023	\$16,810	\$183,830	0	\$200,640	\$30,110	
2022	\$16,810	\$183,830	0	\$200,640	\$29,240	\$916.09
2021	\$16,810	\$153,100	0	\$169,910	\$28,390	\$890.41

#### **EXEMPTIONS AND TAXING AUTHORITY INFORMATION**

	County	School Board	Municipal	Independent
Just Value	\$200,640	\$200,640	\$200,640	\$200,640
Portability	0	0	0	0
Assessed / SOH 09	\$30,110	\$30,110	\$30,110	\$30,110
Granny Flat				
Homestead 100%	\$25,000	\$25,000	\$25,000	\$25,000
Add. Homestead	0	0	0	0
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	\$5,110	\$5,110	\$5,110	\$5,110

CVIEC	HISTORY	EOD	THIC	DADCEL
SALES	HISTORI	FUR	11113	PARCEL

Date	Туре	Price	Book/Page or Cin
07/23/2008	Warranty Deed	\$100	45552 / 179
	Non-Sale Title Change		
07/21/2008	Personal Representatives Deed	\$100	45545 / 1322
	Non-Sale Title Change		

#### LAND CALCULATIONS

Unit Price	Units	Type	
\$3.00	5,604 SqFt	Square Foo	

#### RECENT SALES IN THIS SUBDIVISION

Property ID	Date	Type	Qualified/ Disqualified	Price	CIN	Property Address
504205012050	12/19/2022	Quit Claim Deed	Disqualified Sale	\$70,000	118585554	628 NW 22 RD FORT LAUDERDALE, FL 33311
504205010030	11/18/2022	Warranty Deed	Qualified Sale	\$235,000	118529945	2209 NW 6 PL FORT LAUDERDALE, FL 33311
504205011420	10/21/2022	Multi Warranty Deed	Excluded Sale	\$1,775,000	118477187	2124 NW 8 ST FORT LAUDERDALE, FL 33311
504205010010	09/28/2022	Warranty Deed	Qualified Sale	\$100,000	118436258	2201 NW 6 PL FORT LAUDERDALE, FL 33311
504205011860	09/16/2022	Warranty Deed	Qualified Sale	\$425,000	118418905	2121 NW 7 ST FORT LAUDERDALE, FL 33311

SPECIAL ASSESSMENTS								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
Ft Lauderdale Fire-rescue (03)						(F1)		

Residential (R) 2.00

### SCHOOL

Dillard Elementary: C Dillard 6-12: C Dillard High: C

#### **ELECTED OFFICIALS**

CDE C. L. L. CCE COLLENIES

**Property Appraiser** County Comm. District Marty Kiar 8

County Comm. Name Robert McKinzie

US House Rep. District 20

US House Rep. Name Sheila Cherfilus-McCormick

Florida House Rep.

99

District Florida House Rep. Name Daryl Campbell

Florida Senator District 32

Florida Senator Name Rosalind Osgood

School Board Member Dr. Jeff Holness





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

TODAY'S DATE: $2/6/2023$
DOCUMENT TITLE: CRA Residential Facade & Landsorping Agreemer Anthony Louis Momas
COMM. MTG. DATE: 12/1/21 CAM #:21-1146 ITEM #: R-Z CAM attached: TYES NO  Routing Origin: CRA Router Name/Ext Action Summary attached: TYES 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: 2973 Attorney's Name: Lynn Solomon Initials: 95
3) City Clerk's Office: # of originals: Routed to: Ext: Date: 07/09/73
4) City Manager's Office: CMO LOG #: 134 Document received from: CCO 02/09/03  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: <b>A. FAJARDO</b> (Initial) <b>S. GRANT</b> (Initial)
PENDING APPROVAL (See comments below)  Comments/Questions:
Forward originals to Mayor CCO Date: 2   10   23
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