

**RIGHT OF ENTRY AND LIABILITY WAIVER AGREEMENT**

This Agreement is entered into by and between:

Owner(s) 1224 MOKE LLC  
Property Address 1224 NE 5<sup>th</sup> Ter Fort Lauderdale, FL 33308  
City/Town \_\_\_\_\_  
Folio No(s) 494234031930  
Legal Description (attach if available) PROGRESSO 2-18D LOT 36, 37, 38, 39 BLK 113

And

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

**RECITALS**

Whereas, the CCCRA was created in part to improve the appearance of the Central City Community Redevelopment Area ("CCCRA Area"); and whereas, the CCCRA has created a program for exterior improvements for Owner(s) in the CRA Area, which may provide, at the discretion of the CCCRA,

- A) up to Ten Thousand Dollars \$10,000 for certain exterior improvements of **homestead/owner-occupied**, detached single-family homes, and homestead multi-family properties containing (2) to (4) units; or
- B) up to Five Thousand Dollars \$5,000 for certain exterior improvements of **investment properties** which include detached single-family homes and multi-family properties containing (2) to (4) units.
- C) up to Five Thousand Dollars \$5,000 for certain exterior improvements of **properties owned by returning applicants** who previously participated in the Residential Façade and Landscape Program.

**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 CCCRA a right of entry and access to the Property and a waives liability against CCCRA, 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 CCCRA.

- 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)
- Installation or repair of sprinkler/irrigation system in accordance with the selections made by the owner(s)
- Exterior lighting, in accordance with the selections made by the Owner(s)
- Superficial Fence Repair or enhancement visible from the street in accordance with the selections made by the Owner(s).
- Driveway repairs, 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)
- Front yard tree trimming, 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. Prior to any disbursement by the CCCRA, the Owner(s) must provide adequate and sufficient documentation that they have obtained a least one (1) estimate from a qualified Contractors for each type of Work. The Owner(s) shall submit a signed estimate between the Owner(s) and the Contractor(s), along with a copy of the Contractor(s) license, and proof of insurance, and such other information as requested by the CCCRA. CCCRA 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 CCCRA 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 CCCRA.

**Disbursements and Payment Procedures**

A Notice of Commencement is required and the CCCRA must be listed on the Notice as an additional party to receive notice to Owner(s). The CCCRA 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 CCCRA 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 CCCRA. In some instances, the CCCRA 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 CCCRA 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 CCCRA 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. CCCRA 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 CCCRA 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 CCCRA to verify the expense. Any advance payment issued under this section shall be deducted from the CCCRA's final funding disbursement.

- In no event shall the CCCRA's total contribution exceed the maximum program award of Ten Thousand Dollars (\$10,000) for homestead properties or
- \$5,000 for investment owned properties or
- \$5,000 for returning applicants who received funding under the Residential Façade and Landscape Program.

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) for homestead/owner occupied properties. Whereas, the maximum funding assistance available under this Agreement is Five Thousand Dollars (\$5,000) for investment owned/tenant occupied properties and returning applicants who previously received funding under the Residential Façade and Landscape Program. If the total cost of improvements exceeds this amount, the Owner(s) shall be solely responsible for all additional costs. The CCCRA will disburse its contribution only after completion of the approved improvements and verification by CCCRA 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 applicable maximum program award.

#### **Residency/Occupancy Requirement**

The Owner(s) represents and warrants that, at the time of application, the Property is a detached 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 five or more residential units may also be considered for participation. 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 CCCRA.

**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 CCCRA with written confirmation of such approvals as a condition precedent to the disbursement of any funds under this Agreement. The CCCRA 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 CCCRA 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 CCCRA, 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 CCCRA from any action against CCCRA, 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 CCCRA, 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. CCCRA shall have no obligation to maintain the improvements. Further, CCCRA 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 10 day of February, 2026.

[SIGNATURE PAGE FOLLOWS]

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

**Property Owner(s):**

1224 MOKE LLC,  
a Florida Limited Liability Company

By: [Signature]  
[Manager Signature]

Name: Justin C. Widelitz

Title: Manager

**Witness:**

[Signature]

[Witness Signature]

Sasha M Ragoobar

[Witness Print or Type Name]

By: [Signature]  
[Manager Signature]

Name: Gerald Katz

Title: Manager, on behalf of L'Chaim Holdings LLC,  
a foreign Limited Liability Company

**STATE OF FLORIDA  
COUNTY OF BROWARD**

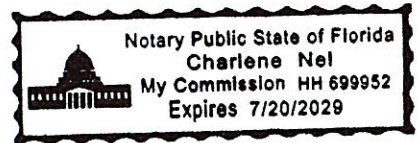
The foregoing instrument was acknowledged before me by means of  physical presence or  online, this 9<sup>th</sup> day of April, 2020, by Justin C. Widelitz, Manager and Gerald Katz, Manager on behalf of L'Chaim Holdings LLC, a foreign limited liability Company.

(SEAL)

Notary Public, State of Florida

Charlene Nel

Name of Notary Typed, Printed or Stamped



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

[Signature]

WITNESSES:

*Joseph-Andrew Jordan*  
[Witness signature]

Joseph-Andrew Jordan  
[Witness type or print name]

*N. Cotterell*  
[Witness signature]

NICHAN Cotterell  
[Witness type or print name]

ATTEST:

*DRS*  
David R. Soloman,  
CRA Secretary



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, General Counsel

*[Signature]*  
By: Lynn Solomon, Assistant General Counsel

## Improvement Selection Agreement

Owner(s) Name (Print): 1224 MOKE LLC  
Property Address (Print): 1224 NE 5<sup>th</sup> Ter Fort Lauderdale, FL 33304

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 CCCRA.

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

- Exterior Paint:
  - Body Color: Egg Nog (existing color)
  - Trim Color: DARK BEIGE (existing color)
  - Accent Color: \_\_\_\_\_
- Front-of-yard Landscape improvements
  - Meet with landscaping contractor to review and confirm design.
- Sprinkler/Irrigation system Installation or Repair
  - Meet with sprinkler contractor to review and confirm layout/placement.
- Superficial Fencing repair or enhancement visible from the street
  - Meet with fence contractor to review and confirm layout/placement.
- Exterior Lighting affixed to the property
  - Meet with lighting contractor to review and confirm placement/design.
- Driveway Repair or aesthetic upgrades
  - Meet with driveway contractor to review and confirm design.
- Front of yard tree trimming
  - 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: 2/18/20

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

Date: 2/18/20

## 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 CCCRA shall have no responsibility for maintenance or repair once improvements are complete.

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

Date: 2/18/26

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

Date: 2/18/24



# CITY MANAGER'S OFFICE

# CITY MANAGER SIGNATURE REQUEST ROUTING FORM

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

## SECTION 1 | SUMMARY INFORMATION

Date: 3/17/26

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

Document Title/Purpose: Central City Residential Enhancement Program  
1224 NE 5 TERRACE-1224 MOKE LLC

Commission Meeting Date: 1/20/26 CAM #: 26-0043 Item #: R1

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 Veiper Ext: 1008

Department: CRA Router Name: Cija Ext: 4776

Department Approval (Director/Chief): Name Vanessa Martin Init VM Date: 3/23/2026

\*Return Document To: \_\_\_\_\_ Department: \_\_\_\_\_ Ext: \_\_\_\_\_

*\*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. \* email scan to Erica V.*

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 Solomon Approved as to Form:  Yes  No Initials: LS

Route to: Finance (if applicable) Date: \_\_\_\_\_ Route to: CCO Date: 4-14-26

## SECTION 4 | CITY CLERK'S OFFICE (CCO)

City Clerk Office Receive and Scan Date: \_\_\_\_\_ Number of Originals: \_\_\_\_\_

Route to CMO Date: \_\_\_\_\_ Route to Mayor Date: \_\_\_\_\_

## SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: APR 62 Date Received: 4/15/26 Received From: CRA

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

Approved Init.: S for continuous routing to **Rickelle Williams, City Manager/Executive Director**

Disapproved: \_\_\_\_\_ Comments: \_\_\_\_\_

CMO Executive Assistant Route to: CCO | HR | OMB | Other: \_\_\_\_\_ Date: \_\_\_\_\_ Initial: \_\_\_\_\_

