RIGHT OF ENTRY AND LIABILITY WAIVER AGREEMENT

This Agreement is by and between, Mary Smith (the "Owner(s)") of the property commonly identified as:

1802 NW 8th Place

Folio No(s).: 5042-04-09-0170

Fort Lauderdale, 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 $7,500 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 15 day of April, 2021.

[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 Smith
[Print Name]

Mary Smith
[Signature]

Mary Smith
[Print Name]

Mary Smith
[Signature]

Witness: Delia H Clark
[Signature]

Delia Clark
[Print Name]

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of April, 2021, by Mary Smith and Delia Clark by means of ☐ physical presence or ☐ online notarization this 15th day of April, 2021.

He / She is personally known to me _____ or has presented the following FL DL as identification.

(SEAL)

MELBA MOTT
Notary Public - State of Florida
Commission # GG 335308
My Comm. Expires May 28, 2023
Bonded through National Notary Assn.

Melba Mott
Notary Public, State of Florida

Melba Mott
Name of Notary Typed, Printed or Stamped

My Commission expires: May 28, 2023
Commission Number: GG 335308

Revised 3/18/2021

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

WITNESSES:

Donna Jarisco

Donna Jarisco

Aimee Lewis

FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, A SPECIAL DISTRICT

By: _____
CRA Executive Director

Approved as to form:

_____
CRA Attorney

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): Mary Smith

Property Address (Please print): 1802 N.W 8th 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.

_____ _____

Property Owners Signature Date

Landscaping Design Selection Agreement

Property Owner Name: Mary Smith
(Please print)

Property Address: 1802 N.W 8th place ft. Laud-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 Smith
(Please print)

Property Address: 1802 N.W 8th place ft Lauderdale 33311
(Please print)

The undersigned property owner agrees to maintain the property improvements and landscaping.

Property Owner's Signature _____ Date _____

COMMISSION AGENDA ITEM DOCUMENT ROUTING FORM

IL

Today's Date: April 26, 2021

CRA Residential and Façade and Landscaping Program-Home Beautiful Park and Durrs

COMM. MTG. DATE: 02/02/21 **CAM #:** 21-0046 **ITEM #:** **CAM attached:** ☒YES ☐NO

Routing Origin: CRA **Router Name/Ext:** Jonelle / 4508 **Action Summary attached:** ☐YES ☒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.

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1) Dept: CRA **Router Name/Ext:** Jonelle / 4508 **# of originals routed:** 1 **Date to CAO:**

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2) City Attorney's Office: Documents to be signed/routed? ☒YES ☐NO # of originals attached: 1

Is attached Granicus document Final? ☒YES ☐NO Approved as to Form: ☒YES ☐NO

Date to CCO: 4/22/2021 Lynn Solomon (Attorney's Name) LS (Initials)

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3) City Clerk's Office: # of originals: 1 **Routed to:** Donna V./Aimee L./CMO **Date:** 4/27/2021

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4) City Manager's Office: CMO LOG #: Apr 73 Document received from: _____

Assigned to: CHRIS LAGERBLOOM ☐ TARLESHA SMITH ☐ GREG CHAVARRIA ☐
CHRIS LAGERBLOOM as CRA Executive Director ☒

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: **T. Smith** _____ (Initial/Date) PER ACM: **G. Chavarria** _____ (Initial/Date)
☐ **PENDING APPROVAL** *(See comments below)*
Comments/Questions: _____

Forward ___ originals to ☐ Mayor ☒ CCO **Date:** 4/28/21

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5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) **Date:** _____

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6) City Clerk: Forward __ originals to CAO for **FINAL APPROVAL** **Date:** _____

7) CAO forwards __ originals to **CCO** **Date:** _____

8) City Clerk: Scan original and forwards X originals to: **Jonelle Adderley**

Attach__ certified Reso #_____ ☐YES ☒NO **Original Route form to** _____

Rev. 9/9/2020