

RIGHT OF ENTRY AND LIABILITY WAIVER AGREEMENT

This Agreement is by and between, Cynthia Bailey & Cecil Bailey
(the "Owner(s)") of the property commonly identified as:
1800 NW 8th Court Fort Lauderdale, FL 33311
Folio No(s): 5042-04-09-0060

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 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 NPFCRA 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 6 day of May, 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):

Cynthia Bailey
[Print Name]

C Bailey
[Signature]

Cecil Bailey
[Print Name]

[Signature]
[Signature]

Witness:

[Signature]
[Signature]

Jonelle Adderley
[Print Name]

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 7th day of May, 2021, by Cynthia Bailey and Cecil Bailey by means of ☒ physical presence or ☐ online notarization this 7th day of May, 2021.

He / She is personally known to me _____ or has presented the following

FLDL# as identification.

B400-100-62-923-0
B400-112-60-384-0

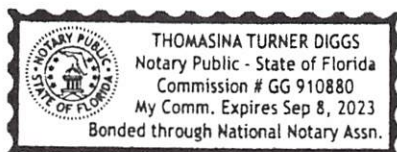
(SEAL)

[Signature]
Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

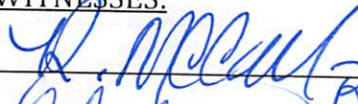
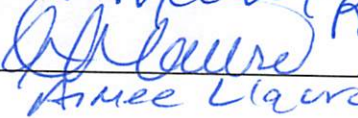
My Commission expires: _____

Commission Number: _____

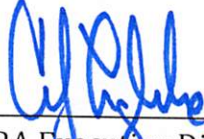


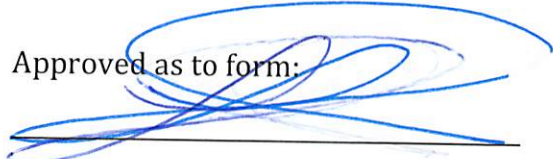
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

WITNESSES:

 Rebecca Melan
 Annee Liqwa

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): Cynthia Bailey

Property Address (Please print): 1800 NW 8th Court

Main (Body) Color (Please print): _____

Trim Color (Please print): White

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.

CBailey

Property Owners Signature

04/05/2021

Date

Landscaping Design Selection Agreement

Property Owner Name: Cynthia Bailey
(Please print)

Property Address: 1800 NW 8th St Fort Lauderdale FL 33311
(Please print)

The undersigned property owner agrees to meet with the landscaper to discuss their individual design.

C Bailey
Property Owner's Signature

4/5/21
Date

Property Maintenance Agreement

Property Owner Name: Cynthia Bailey
(Please print)

Property Address: 1800 NW 8th Fort Lauderdale FL 33311
(Please print)

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

C Bailey
Property Owner's Signature

4/5/21
Date



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: 5/24/21

5L

DOCUMENT TITLE: CRA – Residential Façade & Landscaping Program - Home Beautiful - Durrs Communities- 824 N 17th AVE ; 620 NW 14th Way ; 1705 NE 8th Court; 747 NE 19th Ave. ; 1800 NW 8th CT

COMM. MTG. DATE: 2/2/21 CAM #: 21-0046 ITEM #: R-1 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Sonia x-5598 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.

1) Dept: CRA Router Name/Ext: Jonelle

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

Is attached Granicus document Final? ☒ YES ☐ NO

Approved as to Form: ☒ YES ☐ NO

Date to CCO: 5/24

Lynn Solomon
Attorney's Name

MS
Initials

3) City Clerk's Office: # of originals: 5 Routed to: Donna V./Aimee L./CMO Date: 5/25/2021

4) City Manager's Office: CMO LOG #: May-31 Document received from: 5

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 5 originals to ☐ Mayor ☒ CCO Date: 5-25-21

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

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 all originals to: Jonelle Adderly / X- 4508 / CRA

Attach ___ certified Reso # 21-01 ☐ YES ☐ NO

Original Route form to Sonia S - CAO