

**RIGHT OF ENTRY AND LIABILITY WAIVER AGREEMENT**

This Agreement is by and between, Essie M. Barr  
(the "Owner(s)") of the property commonly identified as:

729 NW 15<sup>th</sup> Ave.

Folio No(s): 5042-04-28-0510

Ft. Lauderdale, Durrs

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 \$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 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 14 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): Essie Mae Barr  
[Print Name] [Print Name]  
Essie M. BARR  
[Signature] [Signature]

Witness: Jonelle Adderley  
[Signature] [Print Name]  
Jonelle Adderley  
[Print Name]

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of April, 2021, by Essie Mae Barr and \_\_\_\_\_ by means of ☒ physical presence or ☐ online notarization this 15<sup>th</sup> day of April, 2021.

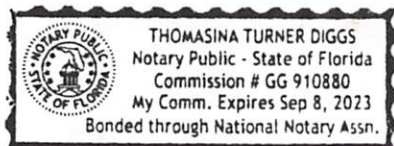
He / She is personally known to me \_\_\_\_\_ or has presented the following FLDL# as identification.  
B600-213-32-908-0

(SEAL)

Thomasina Turner Diggs  
Notary Public, State of Florida

Thomasina Turner Diggs

Name of Notary Typed, Printed or Stamped



My Commission expires: September 8, 2023  
Commission Number: GG 910880

THE UNITED STATES OF AMERICA  
DEPARTMENT OF THE ARMY  
OFFICE OF THE CHIEF OF STAFF

MEMORANDUM FOR THE CHIEF OF STAFF  
SUBJECT: [Illegible]

1. [Illegible]

2. [Illegible]

3. [Illegible]

4. [Illegible]

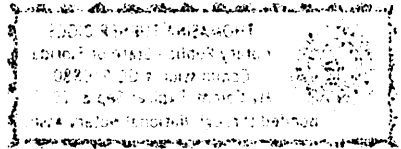
5. [Illegible]

6. [Illegible]

7. [Illegible]

8. [Illegible]

9. [Illegible]



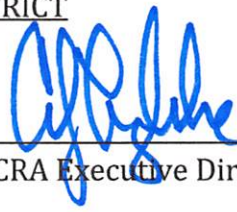
2

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

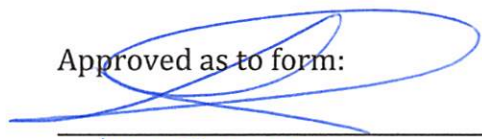
WITNESSES:

Donna Varisco  
Donna Varisco  
Amee Lacro  
Amee Lacro

FORT LAUDERDALE COMMUNITY  
REDEVELOPMENT AGENCY, A SPECIAL  
DISTRICT

By:   
CRA Executive Director

Approved as to form:

  
Lynn Solomon  
CRA Attorney

**Property Maintenance Agreement**

Property Owner Name: Essie M. Barr  
(Please print)

Property Address: 729 N.W. 15<sup>th</sup> Ave., Fort Lauderdale, FL. 33311  
(Please print)

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

Essie M. Barr 4/14/21  
Property Owner's Signature Date

**Landscaping Design Selection Agreement**

Property Owner Name: ESSIE M. BARR  
(Please print)

Property Address: 729 N.W. 15<sup>TH</sup> AVE., Fort Lauderdale, FL 33311  
(Please print)

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

ESSIE M. BARR 4/14/21  
Property Owner's Signature Date



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

Today's Date: August 8, 2021

11  
8/25/2021

DOCUMENT TITLE: CRA Residential and Façade and landscaping Program- Home Beautiful Park and Durrs – Essie M. Barr

COMM. MTG. DATE: 02/21/21 CAM #: 21-0046 ITEM #: R-1 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Jonelle/x-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.

1) Dept: CRA Router Name/Ext: Jonelle/ x-4508 # of originals routed: 1 Date to CAO: 8/10

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: 8/20/21 Lynn Solomon  
Attorney's Name

[Signature]  
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 8/20/2021

4) City Manager's Office: CMO LOG #: Aug 35 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: 8/25/21

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

6) City Clerk: Forward 1 originals to CAO for FINAL APPROVAL Date: 8/25/2021

7) CAO forwards \_\_\_\_\_ originals to CCO Date: \_\_\_\_\_

8) City Clerk: Scan original and forwards 1 originals to: Jonelle Adderly/ x-4508/ CRA

Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☒ NO

Original Route form to Sonia ext. 5598

Rev. 9/9/2020