

RIGHT OF ENTRY AND LIABILITY WAIVER AGREEMENT

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

416 N.W. 10th Ave

Folio No(s): 504204051030

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 ("NPFCA").

RECITALS

Whereas, the NPFCA was created in part to the improve the appearance of the Northwest, Progresso Flagler Heights Community Redevelopment Area ("CRA Area"); and

Whereas, the NPFCA has created a program for exterior improvements for owners in the CRA Area, which may provide, at the discretion of the NPFCA, 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 NPFCA a right of entry and access to the Property and a waives liability against NPFCA, 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 NPF CRA. 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 NPF CRA. The NPF CRA reserves the right to reject any contractor it deems unqualified in its sole discretion. Further, if a notice of commencement is required, the NPF CRA must be listed on the Notice as an additional party to receive notice to owner. The NPF CRA shall make one disbursement to the Owner when the work is completed and inspected by the NPF CRA. Notwithstanding, the NPF CRA 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 NPF CRA. In some instances, the NPF CRA 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 NPF CRA 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 NPF CRA, 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 NPF CRA from any action against NPF CRA, 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 NPF CRA, 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 16 day of September 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):

Edith Bynes
[Print Name]

[Print Name]

Edith Bynes
[Signature]

[Signature]

Witness:

Jonelle Addley
[Signature]

Jonelle Addley
[Print Name]

STATE OF FLORIDA
COUNTY OF BROWARD

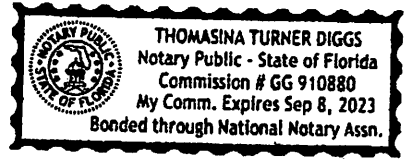
The foregoing instrument was acknowledged before me this 16th day of September, 2021, by Edith Bynes and _____ by means of physical presence or online notarization this 16th day of September, 2021.

He / She is personally known to me _____ or has presented the following FLDL# _____ as identification.
B520-219-49-802-0

(SEAL)

[Signature]

Notary Public, State of Florida

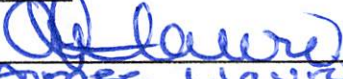
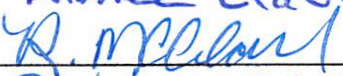


Name of Notary Typed, Printed or Stamped

My Commission expires: Sept 8, 2023
Commission Number: #GG910880

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

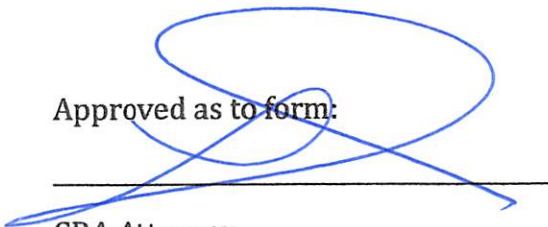
WITNESSES:


Annice Claudio

Rebecca McEwan

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): Edith Bynes

Property Address (Please print): 416 N.W. 10th Ave., Ft. Lauderdale 33311

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.

Edith Bynes

Property Owners Signature

9/16/2021

Date

Landscaping Design Selection Agreement

Property Owner Name: Edith Bynes
(Please print)

Property Address: 416 N.W. 10th Ave., Ft. Lauderdale, 33311
(Please print)

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

Edith Bynes
Property Owner's Signature

9/16/2021
Date

Property Maintenance Agreement

Property Owner Name: Edith Bynes
(Please print)

Property Address: 416 N.W. 10th Ave., Fort Lauderdale, 33311
(Please print)

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

Edith Bynes
Property Owner's Signature

9/16/2021
Date



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: September 16, 2021

9/23/2021

DOCUMENT TITLE: CRA Residential and Façade and landscaping Program- Home Beautiful Park and Durrs – Edith Bynes

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: 9/21/21

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: 9/22 Lynn Solomon [Signature]
Attorney's Name Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 9/22/2021

4) City Manager's Office: CMO LOG #: See 38 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 1 originals to Mayor CCO Date: 9-22-21

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: _____

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