**CITY OF MIRAMAR**
**PROPOSED CITY COMMISSION AGENDA ITEM**

**Meeting Date:** June 7, 2023

**Presenter's Name and Title:** Salvador Zuniga, City Engineer

**Prepared By:** Joseph Jardine, Civil Engineer III

**Temp. Reso. Number:** TR7887

**Item Description:** Temp. Reso. #R7887 ACCEPTING AN ABSOLUTE BILL OF SALE AND EASEMENT FROM EL CAR WASH MIRAMAR LLC, FOR THE WATER SYSTEM IMPROVEMENTS TO SERVE NATIONAL EXPRESS WASH MIRAMAR; ACCEPTING A ONE-YEAR MAINTENANCE BOND IN THE AMOUNT OF $12,910 FROM EL CAR WASH MIRAMAR LLC. (City Engineer Salvador Zuniga)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

**Instructions for the Office of the City Clerk:** The Absolute Bill of Sale and Easement shall be recorded in the Public Records of Broward County, Florida.

**Public Notice –** As required by the Sec. ____ of the City Code and/or Sec. ___, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____ (fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

**Fiscal Impact:** Yes ☐ No ☒

**REMARKS: No Fiscal Impact**

**Content:**

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR7887**
  - **Exhibit A:**
    - **Absolute Bill of Sale**
    - **Warranty**
    - **Waiver and Release of Lien**
    - **No Lien Affidavit**
    - **Easement**
    - **Opinion of Title for Easement**
    - **Maintenance Cash Bond**
- **Attachment(s)**
  - **Attachment 1: Location Map**

**CITY OF MIRAMAR**
**INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners

**FROM:** Dr. Roy L. Virgin, City Manager

**BY:** Salvador Zuniga, City Engineer

**DATE:** June 1, 2023

**RE:** Temp. Reso. No. 7887, Accepting an Absolute Bill of Sale and Easement from El Car Wash Miramar, LLC for the water system improvements to serve National Express Wash Miramar

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**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. R7887, accepting an Absolute Bill of Sale and Easement from El Car Wash Miramar, LLC (the "Developer"), for the water system improvements (the "Improvements"), to serve National Express Wash Miramar. Accepting the Improvements includes the receipt of a one-year Maintenance Bond in the amount of $12,910, effective from the date of City Commission acceptance.

**ISSUE:** In accordance with City Code Section 21-203, the Developer must provide an easement and transfer the ownership of these utility improvements to the City. City Commission approval is required for the acceptance of the utility Improvements pursuant to City Code Section 21-203.

**BACKGROUND:** National Express Wash (the "Project") is located west of Dykes Road and north of Miramar Parkway, as depicted in the location map attached hereto as Attachment 1. The Developer has completed construction of the Improvements to serve the Project. The actual cost of construction of the utility Improvements is $51,640. The Developer is required to provide a one-year Maintenance Bond in the amount of 25% of the actual cost of construction, which equates to $12,910. The Developer has provided the required one-year Maintenance Bond, along with the Absolute Bill of Sale and Easements required for ownership transfer of the Improvements.

The Improvements were inspected and approved by Engineering & Strategic Development staff and are recommended for acceptance by the City Commission. The Improvements were also certified by the Florida Department of Environmental Protection.

These Improvements will become the property of the City upon the City Commission's acceptance of the Absolute Bill of Sale. A one-year maintenance period by the Developer will begin effective from the date of City Commission acceptance. The maintenance responsibility for the City will begin after successful completion of the one-year maintenance period.

**DISCUSSION:** In order for the City to maintain an integral utility network that provides reliable water and sewer services to all stakeholders, it must own and maintain the water and sewer main distribution lines that service a development, including proper easements and/or land transfer to access these utilities. This is required by City Code.

**ANALYSIS:** The Improvements will become part of the City's overall utility network; and therefore, become an asset to the City. No costs are incurred by the City for the construction or acceptance of the Improvements, except for future maintenance costs upon completion of the one-year maintenance period.

Temp. Reso. No. 7887
4/26/23
5/31/23

**CITY OF MIRAMAR**
**MIRAMAR, FLORIDA**

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, ACCEPTING AN ABSOLUTE BILL OF SALE AND EASEMENT FROM EL CAR WASH MIRAMAR, LLC, FOR THE WATER SYSTEM IMPROVEMENTS TO SERVE NATIONAL EXPRESS WASH MIRAMAR; ACCEPTING A ONE-YEAR MAINTENANCE BOND IN THE AMOUNT OF $12,910 FROM EL CAR WASH MIRAMAR, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** El Car Wash Miramar, LLC (the "Developer") has installed water system improvements (the "Improvements") to serve National Express Wash Miramar (the "Project"), a commercial development, located west of Dykes Road & north of Miramar Parkway; and

**WHEREAS,** in accordance with City Code Section 21-203, the Developer must provide an easement and transfer ownership of the Improvements to the City; and

**WHEREAS,** the Developer has submitted an Absolute Bill of Sale for transfer of ownership of the Improvements and required Easement, all in accordance with City Code Section 21-203, and

**WHEREAS,** pursuant to City Code Section 21-203, formal City Commission acceptance of the Absolute Bill of Sale and Easement is required for the conveyance to be effective; and

**WHEREAS,** the Developer has provided a one-year Maintenance Bond in the amount of $12,910 for the maintenance of the Improvements; and

**WHEREAS,** the one-year maintenance period will begin on the date of City Commission acceptance; and

**WHEREAS,** the City Manager recommends acceptance from the Developer, of the Improvements to serve the Project, and the associated Absolute Bill of Sale and Easement, as well as the acceptance of the one-year Maintenance Bond in the amount of $12,910 for the maintenance of the Improvements; and

**WHEREAS,** the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to accept the Improvements, Absolute Bill of Sale, and Easement from the Developer, for the Improvements to serve the Project, and to accept the required one-year Maintenance Cash Bond in the amount of $12,910 for the maintenance of the Improvements.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:**

**Section 1:** That the foregoing **"WHEREAS"** clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2:** That it accepts from Developer the Improvements installed to serve the Project, and the related Absolute Bill of Sale and Easement with said conveyance to be made by the documents in the form attached hereto as Exhibit "A", together with any non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

**Section 3:** That it accepts the required one-year Maintenance Bond in the amount of $12,910 for the maintenance of the Improvements.

**Section 4:** That the Absolute Bill of Sale, Easements shall be recorded in the Public Records of Broward County, Florida, with the actual cost of recording and the actual recording to be accomplished by the Developer with the original of the recorded documents returned to Engineering & Strategic Development.

**Section 5**: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

**Section 6:** That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. 7887
4/26/23
5/31/23

**PASSED AND ADOPTED** this _____ day of _____, _____.

_____
Mayor, Wayne M. Messam

_____
Vice Mayor, Alexandra P. Davis

ATTEST:

_____
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

_____
City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

| **Requested by Administration** | **Voted** |
|---|---|
| Commissioner Winston F. Barnes | _____ |
| Commissioner Maxwell B. Chambers | _____ |
| Commissioner Yvette Colbourne | _____ |
| Vice Mayor Alexandra P. Davis | _____ |
| Mayor Wayne M. Messam | _____ |

# EXHIBIT “A”
# COMPOSITE EXHIBITS

Includes:

- Absolute Bill of Sale
- Warranty
- Waiver and Release of Lien
- No Lien Affidavit
- Easement
- Opinion of Title for Easement
- Maintenance Cash Bond

THIS INSTRUMENT RETURN TO:
Denise Gibbs, City Clerk
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025

THIS INSTRUMENT PREPARED BY:

_____
_____
_____
_____

Property Appraiser's Parcel
Identification No. 5140 29 13 3244

## ABSOLUTE BILL OF SALE

THIS BILL OF SALE is made by El Car Wash Miramar, LLC _____, a Florida Corporation (Grantor) to the City of Miramar, a municipality organized under the laws of the State of Florida (Grantee).

Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, grants, bargains, sells, delivers, and transfers to grants, bargains, sells, and transfers to Grantee and Grantee's successors and assigns, forever the following goods and chattels (the Personalty): Water system improvements upon that certain real property located in the City of Miramar, Broward County, Florida, as shown on the attached Exhibit A and which Personalty is more particularly described in the attached Exhibit B, which exhibits are hereby incorporated in this instrument by this reference, all water and sewer facilities built and constructed to serve National Express Wash, Miramar

TO HAVE AND TO HOLD the same unto Grantee and Grantee's successors and assigns forever.

Grantor represents, covenants, and warrants to Grantee and Grantee's successors and assigns that Grantor is the lawful owner of the Personalty; that the Personalty is free from all liens and encumbrances; that Grantor has good right to sell the Personalty, and that Grantor will warrant and defend the sale of the Personalty against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal by and its authorized this 13 day of December, 2022.

Signed, sealed and delivered
in the presence of:

Print Name: Geovanny Ortiz
Address: 5201 SW 8 St
Miami, FL 33134

Print Name: Giancarlo Gutierrez
Address: 5201 S.W 8 St
MIAMI, FL 33134

El Car Wash Miramar LLC
a Florida Corporation

By:
Name: Justin Landau
Title: CEO

STATE OF FL
COUNTY OF Dade

The foregoing instrument was acknowledged before me this 13 day of December, 2022, by Justin Landau, as CEO of El Car Wash Miramar LLC, on behalf of the company. He/She is personally known to me or did produce _____ as identification.

NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

DIANELYS ZAMBRANO
MY COMMISSION # HH 141919
EXPIRES: June 15, 2025
Bonded Thru Notary Public Underwriters

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
El Car Wash Miramar, LLC
prepared by:

HADONNE

LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING

## EXHIBIT "A"
## WATER EASEMENT

LEGAL DESCRIPTION:

A PORTION OF PARCEL A, "NORTH 29 ASSOC.", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. BEING MORE PARTICULARLY AS FOLLOW:

COMMENCE AT THE SOUTHERLY MOST SOUTHEAST CORNER OF SAID PARCEL A; THENCE N43°55'50"E ALONG THE SOUTHERLY LINE OF SAID PARCEL A, FOR A DISTANCE OF 33.09 FEET; THENCE ALONG THE EAST LINE OF SAID PARCEL A, THE FOLLOWING THREE (3) COURSES; (1) N01°48'33"W FOR A DISTANCE OF 250.44 FEET; (2) CONTINUE N01°48'33"W FOR A DISTANCE OF 100.09 FEET; (3) N03°02'58"E FOR A DISTANCE OF 48.78 FEET; THENCE N90°00'00"E FOR A DISTANCE OF 17.64 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20.00 FEET WIDE WATER MAIN EASEMENT, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE (SHORTENING OR EXTENDING THE SIDE LINES THEREOF, SO AS TO CREATE A CONTINUOUS STRIP OF LAND); THENCE CONTINUE N01°41'05"E FOR A DISTANCE OF 5.08 FEET; THENCE N45°06'00"W FOR A DISTANCE OF 52.62 FEET; THENCE N89°59'56"W FOR A DISTANCE OF 140.38 FEET TO REFERENCE POINT HEREINAFTER REFERS TO AS REFERENCE POINT "A"; THENCE N00°02'00"W FOR A DISTANCE OF 35.00 FEET TO THE POINT OF TERMINATION OF THE AFOREMENTIONED CENTERLINE.

AND

BEGIN AT REFERENCE POINT "A", SAID POINT BEING THE POINT OF BEGINNING OF THE CENTERLINE OF A 15.20 FEET WIDE WATER MAIN EASEMENT, LYING 7.60 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE (SHORTENING OR EXTENDING THE SIDE LINES THEREOF, SO AS TO CREATE A CONTINUOUS STRIP OF LAND); THENCE N89°59'56"W FOR A DISTANCE OF 2.40 FEET; THENCE S00°02'00"E FOR A DISTANCE OF 44.24 FEET TO THE POINT OF TERMINATION OF THE AFOREMENTIONED CENTERLINE.

CONTAINING 5,182 SQUARE FEET, MORE OR LESS, BY CALCULATIONS.

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
El Car Wash Miramar, LLC
prepared by:

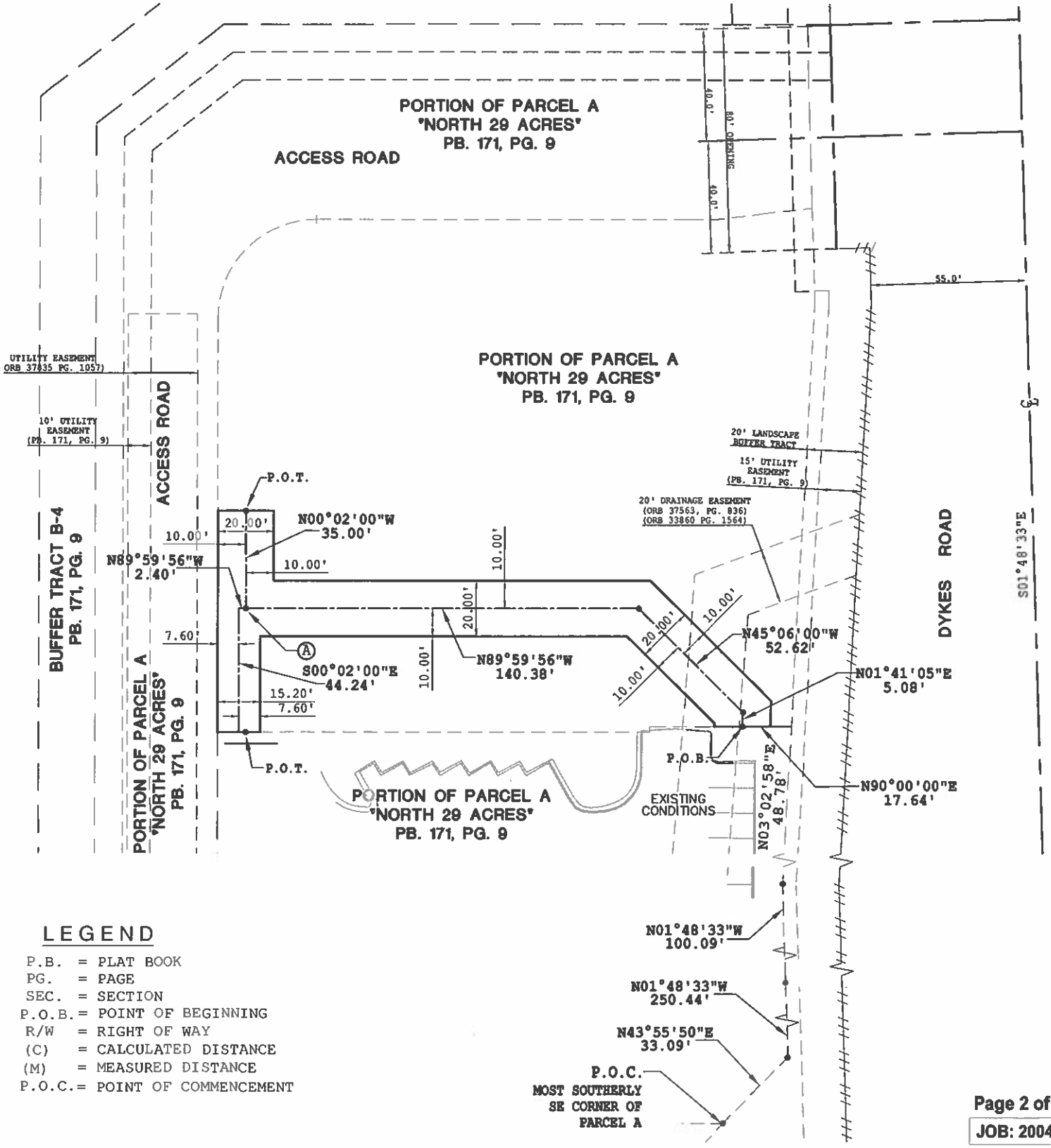
HADONNE

LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING

## EXHIBIT "A"
WATER EASEMENT

ASSUMED N

NOT TO SCALE




## LEGEND

P.B. = PLAT BOOK
PG. = PAGE
SEC. = SECTION
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
(C) = CALCULATED DISTANCE
(M) = MEASURED DISTANCE
P.O.C. = POINT OF COMMENCEMENT



JOB: 20045

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
El Car Wash Miramar, LLC
prepared by:

HADONNE

LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING

## EXHIBIT "A"

## WATER EASEMENT

**SOURCES OF DATA:**

The Legal Description was generated from the Plat of "NORTH 29 ASSOC." as recorded in Plat Book 171, at Page 9 of the Public Records of Broward County, Florida.

Bearings as shown hereon are based upon the East line of the N.E. 1/4 of Section 29-51-40, an assumed bearing of N01°48'33"W, said line to be considered a well established and monumented line.

**EASEMENTS AND ENCUMBRANCES:**

No information was provided as to the existence of any easements other than those what appeared on the underlying Plat of record. Please refer to the Limitations portion with respect to possible restrictions of record and utility services.

**LIMITATIONS:**

Since no other information were furnished other than that is cited in the Sources of Data , the Client is hereby advised that there may legal restrictions on the subject property that are not shown on the Sketch or contained within this Report that may be found in the Public Records of Broward County, Florida or any other public and private entities as their jurisdictions may appear.
This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

**SURVEYOR'S CERTIFICATE:**

I hereby certify: That this "Sketch to Accompany Legal Description", was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 of the Florida Administrative Code and its implementing Rule, Chapter 472.027 of the Florida Statutes.

**Raul Izquierdo**, P.S.M.
For The Firm
Professional Surveyor and Mapper LS6099
HADONNE CORP.
Land Surveyors and Mappers
Certificate of Authorization LB7097
1985 NW 88 Court, Suite 201
Doral, Florida 33172
305.266.1188 phone
305.207.6845 fax

NOTICE: Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper. Each Sheet as incorporated therein shall not be considered full, valid and complete unless attached to the others. This Notice is required by Rule 61G17-6 of the Florida Administrative Code.

# EXHIBIT "B"
# ACTUAL COST OF CONSTRUCTION

**PROJECT NAME:** National Express Wash Miramar

**DEVELOPER:** El Car Wash Miramar, LLC

| | Description | Quantity | Unit | Unit Price | Cost | Total |
|---|---|---|---|---|---|---|
| SITE PREP | Clearing & Grubbing | | Acre | | | |
| | Excavation | | CY | | | |
| | Filling | | CY | | | |
| DRAINAGE | | | | | | |
| TOTAL | | | | | | |
| Pipe | 15" RCP | | LF | | | |
| | 18" RCP | | LF | | | |
| | 21" RCP | | LF | | | |
| | 24" RCP | | LF | | | |
| | 30" RCP | | LF | | | |
| | 36" RCP | | LF | | | |
| | 42" RCP | | LF | | | |
| | 48" RCP | | LF | | | |
| TOTAL | | | | | | |
| STRUCTURES | Headwalls | | EA | | | |
| | Curb Inlet | | EA | | | |
| | Swale Inlet | | EA | | | |
| | Manhole | | EA | | | |
| | Pollution Retardant Basin | | EA | | | |
| TOTAL | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| **SEWER** | GRAV Sewer 0-6 cut - 8" | | LF | | | |
| | GRAV Sewer 6-8 cut - 8" | | LF | | | |
| | GRAV Sewer 8-10 cut - 8" | | LF | | | |
| | GRAV Sewer 10-12 cut - 8" | | LF | | | |
| | Manhole 0-6 cut | | EA | | | |
| | Manhole 6-8 cut | | EA | | | |
| | Manhole 8-10 cut | | EA | | | |
| | Manhole 10-12 cut | | EA | | | |
| | 12" Force Main Dip | | LF | | | |
| | 4" Force Main PVC C900 DR18 | | LF | | | |
| | 6" Force Main PVC C900 DR18 | | LF | | | |
| | 8" Force Main PVC C900 DR18 | | LF | | | |
| | 12" Force Main PVC C900 DR18 | | LF | | | |
| | Misc. Fittings | | TN | | | |
| | Air Release Valve | | EA | | | |
| | Pump Station | | EA | | | |
| **TOTAL** | | | | | | |
| **WATER** | 6" C-900 DR-18 PVC Water Main | | LF | | | |
| | 8" C-900 DR-18 PVC Water Main | | LF | | | |
| | 12" C-900 DR-18 PVC Water Main | | LF | | | |
| | 6" Class 51 DIP Water Main | 26 | LF | 140 | | 3,640 |
| | 8" Class 51 DIP Water Main | 230 | LF | 150 | | 34,500 |
| | 12" Class 51 DIP Water Main | | LF | | | |
| | 1-1/2 PD Water Service Tubing | | LF | | | |
| | 2" PE Water Service Tubing | | LF | | | |
| | 6" Gate Valve | 1 | EA | 2500 | | 2500 |
| | 8" Gate Valve | 2 | EA | 3000 | | 6000 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | 12" Gate Valve | | EA | | | |
| | Fire Hydrant Assembly | 1 | EA | 5,000 | | 5,000 |
| | Eclipse Model #88 Sample | | EA | | | |
| | Air Release Valve and Vault | | EA | | | |
| | Ductile Iron Fittings | | TN | | | |
| | 6" x 6" Tapping Sleeve & Valve | | EA | | | |
| | 8" x 6" Tapping Sleeve & Valve | | EA | | | |
| | 8" x 8" Tapping Sleeve & Valve | | EA | | | |
| | 12" x 6" Tapping Sleeve & Valve | | | | | |
| | 12" x 8" Tapping Sleeve & Valve | | | | | |
| | 12" x 12" Tapping Sleeve & Valve | | EA | | | |
| **TOTAL** | | | | | | 51,640 |
| **PAVING** | 1-1/4" Type S-1 with Prime | | SY | | | |
| | 3/4" type S-3 Asphalt w/Tack | | SY | | | |
| | 8" Limerock Base | | SY | | | |
| | 12" Compacted Subgrade | | SY | | | |
| | Type AD@ Curb & Gutter | | LF | | | |
| | Type AF@ Curb & Gutter | | LF | | | |
| | Type IV Traffic Separator | | LF | | | |
| | Pavement Marking & Signage | | LS | | | |
| | Thermoplastic | | LS | | | |
| **TOTAL** | | | | | | |
| | **TOTAL PROJECT COST** | | | | | 51,640 |

JOHN BIJAN IRAVANI LICENSE No. 87431 STATE OF FLORIDA PROFESSIONAL ENGINEER

**CERTIFICATE**

I hereby certify that this cost is true and correct to the best of my knowledge and belief and represents the total site development costs for project.

Date: 12-21-22 Project Engineer: John Iravani P.E. Reg. No. 87431

Public Improvement Maintenance Bond:

Cost = 51,640 X 25% = 12,910

# WARRANTY
**(Corporate)**

THIS WARRANTY made this _____ day of _____, 20___, by El Car Wash Miramar, LLC _____,a Florida company _____ _____ (hereinafter referred to as "Warrantor"), whose address is 5201 SW 8th Street, Miami, FL 33134 _____, to the City of Miramar, a Florida Municipal Corporation (hereinafter referred to as "City"), whose address is 2300 Civic Center Place, Miramar, Florida 33025.

RECITALS:

WHEREAS, the Warrantor has constructed or caused to be constructed the Water system _____ improvements (hereinafter the "Facilities") to serve National Express Wash Miramar (name of Project);

WHEREAS, the Facilities are located upon real property described in Exhibit "A," attached hereto and by this reference incorporated herein; and more particularly described in Exhibit "B";

WHEREAS, the Warrantor is willing to warrant to the City the quality of materials and workmanship of the certain portions of the above described facilities for a period of 365 calendar days, commencing from the date of acceptance of those certain portions of the Facilities by the City described below;

WHEREAS, the City is willing to accept those portions of the above described Facilities up to and including water meters if, among other things, Warrantor executes this Warranty of performance; and

WHEREAS, the Warrantor affirms that it is the owner of the Facilities.

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Warrantor warrants and agrees as follows:

1. That each of the foregoing recitals is incorporated herein and acknowledged by the Warrantor to be true and correct in all respects. That all the above described Facilities accepted by the City have been constructed in accordance with construction plans and specifications previously approved by and on file in the City.

2. That the Warrantor shall at no cost to the City maintain all parts of the above described Facilities accepted by the City in proper operation for a period of 365 days following the date of their acceptance by the City. Further, the Warrantor hereby warrants to the City that there are no defects, patent, latent, or otherwise, of materials or workmanship in the above referred to Facilities.

3. This Warranty shall be binding on the Warrantor, its successors, and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Warranty by its duly authorized officers or representatives on the day and year above written.

El Car Wash Miramar LLC [Name of Corporation], a Florida Corporation [insert name of state of incorporation]

WITNESSES:

Print Name: Geovanny Ortiz
Address: 5201 SW 8th St
Miami, FL 33134

By:
Print Name: Justin Landau
Title: CEO

Print Name: Gianeanlo Gutierrez
Address: 5201 S.W 8th
Miami, FL 33134

(CORPORATE SEAL)

STATE OF Florida )
COUNTY OF Miami-Dade )

THE FOREGOING INSTRUMENT was acknowledged before me this 13 day of December, 2022, by Justin Landau as CEO of El Car Wash Miramar, LLC, a _____, on behalf of the _____. He/she ✓ personally known to me (✓) or has produced _____, as identification.

SEAL

DIANELYS ZAMBRANO
MY COMMISSION # HH 141919
EXPIRES: June 15, 2025
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC

My Commission Expires:

Print or Type Name of Notary Public

Dianelys Zambrano

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
El Car Wash Miramar, LLC
prepared by:

HADONNE

LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING

## EXHIBIT "A"
WATER EASEMENT

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CONTAINING 5,182 SQUARE FEET, MORE OR LESS, BY CALCULATIONS.

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for
El Car Wash Miramar, LLC
prepared by:

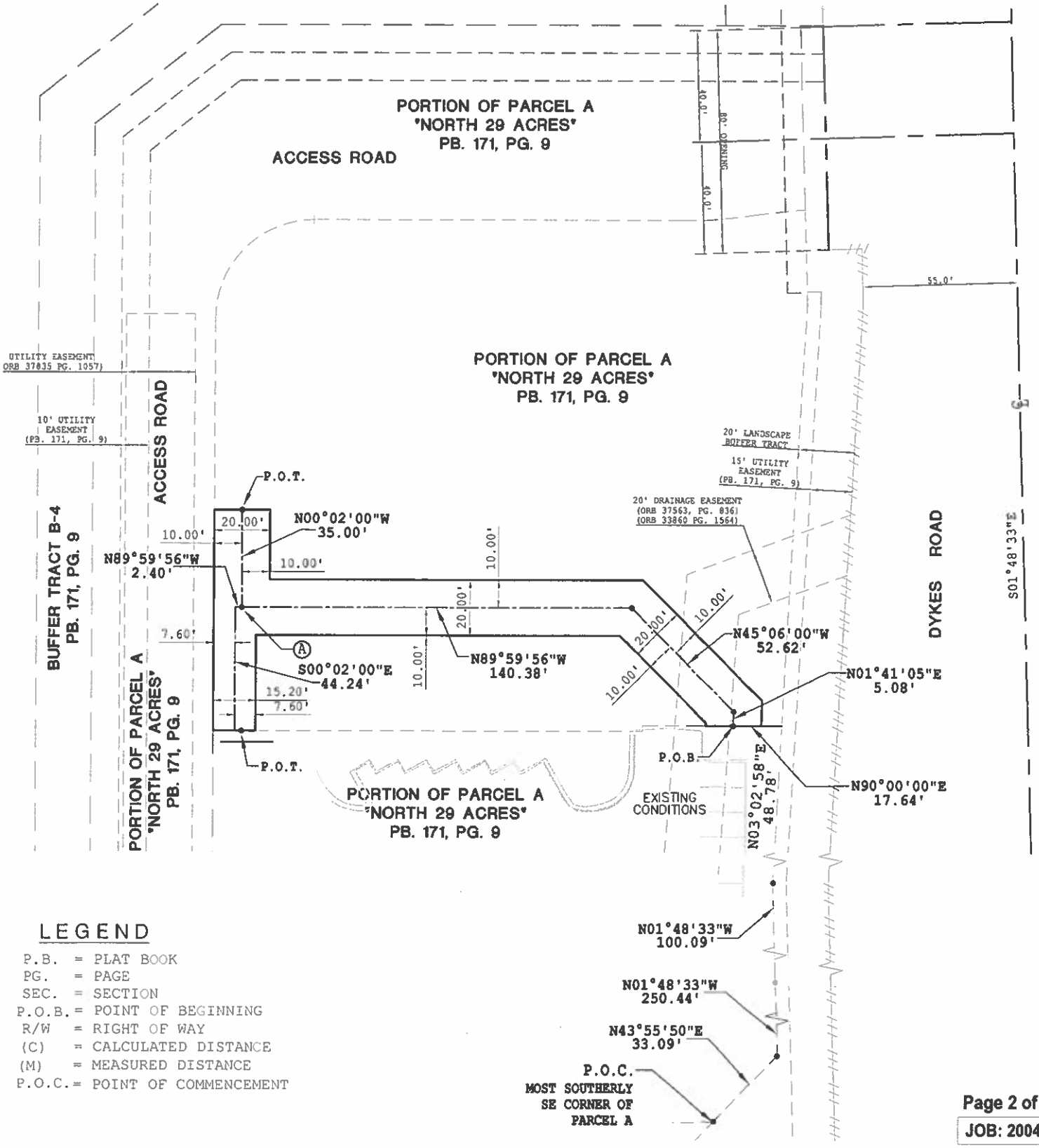
**HADONNE**

LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING

## EXHIBIT "A"
WATER EASEMENT

ASSUMED N

NOT TO SCALE




## LEGEND

P.B. = PLAT BOOK
PG. = PAGE
SEC. = SECTION
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R/W = RIGHT OF WAY
(C) = CALCULATED DISTANCE
(M) = MEASURED DISTANCE
P.O.C. = POINT OF COMMENCEMENT



JOB: 20045

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
El Car Wash Miramar, LLC
prepared by:

HADONNE

LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING

## EXHIBIT "A"

## WATER EASEMENT

**SOURCES OF DATA:**

The Legal Description was generated from the Plat of "NORTH 29 ASSOC." as recorded in Plat Book 171, at Page 9 of the Public Records of Broward County, Florida.

Bearings as shown hereon are based upon the East line of the N.E. 1/4 of Section 29-51-40, an assumed bearing of N01°48'33"W, said line to be considered a well established and monumented line.

**EASEMENTS AND ENCUMBRANCES:**

No information was provided as to the existence of any easements other than those what appeared on the underlying Plat of record. Please refer to the Limitations portion with respect to possible restrictions of record and utility services.

**LIMITATIONS:**

Since no other information were furnished other than that is cited in the Sources of Data , the Client is hereby advised that there may legal restrictions on the subject property that are not shown on the Sketch or contained within this Report that may be found in the Public Records of Broward County, Florida or any other public and private entities as their jurisdictions may appear.
This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

**SURVEYOR'S CERTIFICATE:**

I hereby certify: That this "Sketch to Accompany Legal Description", was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 of the Florida Administrative Code and its implementing Rule, Chapter 472.027 of the Florida Statutes.

**Raul Izquierdo**, P.S.M.
For The Firm
Professional Surveyor and Mapper LS6099
HADONNE CORP.
Land Surveyors and Mappers
Certificate of Authorization LB7097
1985 NW 88 Court, Suite 201
Doral, Florida 33172
305.266.1188 phone
305.207.6845 fax

NOTICE: Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper. Each Sheet as incorporated therein shall not be considered full, valid and complete unless attached to the others. This Notice is required by Rule 61G17-6 of the Florida Administrative Code.

# EXHIBIT "B"
# ACTUAL COST OF CONSTRUCTION

**PROJECT NAME:** National Express Wash Miramar

**DEVELOPER:** El Car Wash Miramar, LLC

| | Description | Quantity | Unit | Unit Price | Cost | Total |
|---|---|---|---|---|---|---|
| SITE PREP | Clearing & Grubbing | | Acre | | | |
| | Excavation | | CY | | | |
| | Filling | | CY | | | |
| DRAINAGE | | | | | | |
| TOTAL | | | | | | |
| Pipe | 15" RCP | | LF | | | |
| | 18" RCP | | LF | | | |
| | 21" RCP | | LF | | | |
| | 24" RCP | | LF | | | |
| | 30" RCP | | LF | | | |
| | 36" RCP | | LF | | | |
| | 42" RCP | | LF | | | |
| | 48" RCP | | LF | | | |
| TOTAL | | | | | | |
| STRUCTURES | Headwalls | | EA | | | |
| | Curb Inlet | | EA | | | |
| | Swale Inlet | | EA | | | |
| | Manhole | | EA | | | |
| | Pollution Retardant Basin | | EA | | | |
| TOTAL | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| **SEWER** | GRAV Sewer 0-6 cut - 8" | | LF | | | |
| | GRAV Sewer 6-8 cut - 8" | | LF | | | |
| | GRAV Sewer 8-10 cut - 8" | | LF | | | |
| | GRAV Sewer 10-12 cut - 8" | | LF | | | |
| | Manhole 0-6 cut | | EA | | | |
| | Manhole 6-8 cut | | EA | | | |
| | Manhole 8-10 cut | | EA | | | |
| | Manhole 10-12 cut | | EA | | | |
| | 12" Force Main Dip | | LF | | | |
| | 4" Force Main PVC C900 DR18 | | LF | | | |
| | 6" Force Main PVC C900 DR18 | | LF | | | |
| | 8" Force Main PVC C900 DR18 | | LF | | | |
| | 12" Force Main PVC C900 DR18 | | LF | | | |
| | Misc. Fittings | | TN | | | |
| | Air Release Valve | | EA | | | |
| | Pump Station | | EA | | | |
| **TOTAL** | | | | | | |
| **WATER** | 6" C-900 DR-18 PVC Water Main | | LF | | | |
| | 8" C-900 DR-18 PVC Water Main | | LF | | | |
| | 12" C-900 DR-18 PVC Water Main | | LF | | | |
| | 6" Class 51 DIP Water Main | 26 | LF | 140 | | 3,640 |
| | 8" Class 51 DIP Water Main | 230 | LF | 150 | | 34,500 |
| | 12" Class 51 DIP Water Main | | LF | | | |
| | 1-1/2 PD Water Service Tubing | | LF | | | |
| | 2" PE Water Service Tubing | | LF | | | |
| | 6" Gate Valve | 1 | EA | 2500 | | 2500 |
| | 8" Gate Valve | 2 | EA | 3000 | | 6000 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | 12" Gate Valve | | EA | | | |
| | Fire Hydrant Assembly | 1 | EA | 5,000 | | 5,000 |
| | Eclipse Model #88 Sample | | EA | | | |
| | Air Release Valve and Vault | | EA | | | |
| | Ductile Iron Fittings | | TN | | | |
| | 6" x 6" Tapping Sleeve & Valve | | EA | | | |
| | 8" x 6" Tapping Sleeve & Valve | | EA | | | |
| | 8" x 8" Tapping Sleeve & Valve | | EA | | | |
| | 12" x 6" Tapping Sleeve & Valve | | | | | |
| | 12" x 8" Tapping Sleeve & Valve | | | | | |
| | 12" x 12" Tapping Sleeve & Valve | | EA | | | |
| **TOTAL** | | | | | | 51,640 |
| **PAVING** | 1-1/4" Type S-1 with Prime | | SY | | | |
| | 3/4" type S-3 Asphalt w/Tack | | SY | | | |
| | 8" Limerock Base | | SY | | | |
| | 12" Compacted Subgrade | | SY | | | |
| | Type AD@ Curb & Gutter | | LF | | | |
| | Type AF@ Curb & Gutter | | LF | | | |
| | Type IV Traffic Separator | | LF | | | |
| | Pavement Marking & Signage | | LS | | | |
| | Thermoplastic | | LS | | | |
| **TOTAL** | | | | | | |
| | **TOTAL PROJECT COST** | | | | | 51,640 |

JOHN BIJAN IRAVANI LICENSE No. 87431 STATE OF FLORIDA PROFESSIONAL ENGINEER

**CERTIFICATE**

I hereby certify that this cost is true and correct to the best of my knowledge and belief and represents the total site development costs for project.

Date: 12-21-22 Project Engineer: John Iravani P.E. Reg. No. 87431

Public Improvement Maintenance Bond:

Cost = 51,640 X 25% = 12,910

# WAIVER AND RELEASE OF LIEN
**(Corporate)**

**KNOW ALL MEN BY THESE PRESENTS**, that Hard J Construction in consideration of payment in the sum of $10.00 (Ten and No/100 Dollars), receipt of which is hereby acknowledged, and other valuable considerations and benefits to the undersigned accruing, does hereby waive, release and quit claim all liens, lien rights, claims or demands of every kind whatsoever which the undersigned now has, or may hereinafter have, against certain improvements, situated in the City of Miramar, Broward County, Florida, as described as:

> All facilities built and constructed to serve National Express Wash Miramar located in the City of Miramar, Broward County, Florida as shown on Exhibit "A" attached hereto and made a part hereof and as more particularly described on Exhibit "B" attached hereto and made a part hereof.

on account of work and labor performed, and/or materials furnished in, to, or in the improvements above described, or any part thereof.

It being the understanding of the undersigned that this is a Waiver and Release of Lien which the undersigned has against the premises described herein, only to the extent of the payments specified and only for materials furnished or work done up until 01-10-23 (Date). The undersigned warrants that no assignment of said liens or claims, nor the right to perfect a lien against said improvements, by virtue of the accrual of said payment, has or will be made, and that the undersigned has the right to execute this Waiver and Release, and that all laborers employed by the undersigned, and all bills for materials and supplies furnished by others to the undersigned in connection with the construction of said improvements, to the extent of the payment herein referred to, have been fully paid.

Dated this 11th day of 1st, 2023.

WITNESSETH:

Tre Nardia Alexander

Hard J Construction
Name of Corporation

By:

Name: Sean A. Scott

Title: Project Manager

TRE'NARDIA ALEXANDER
Notary Public - State of Florida
Commission # HH 314405
My Comm. Expires Sep 21, 2026
Bonded through National Notary Assn.

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
El Car Wash Miramar, LLC
prepared by:

HADONNE

LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING

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WATER EASEMENT

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AND

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CONTAINING 5,182 SQUARE FEET, MORE OR LESS, BY CALCULATIONS.

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
El Car Wash Miramar, LLC
prepared by:

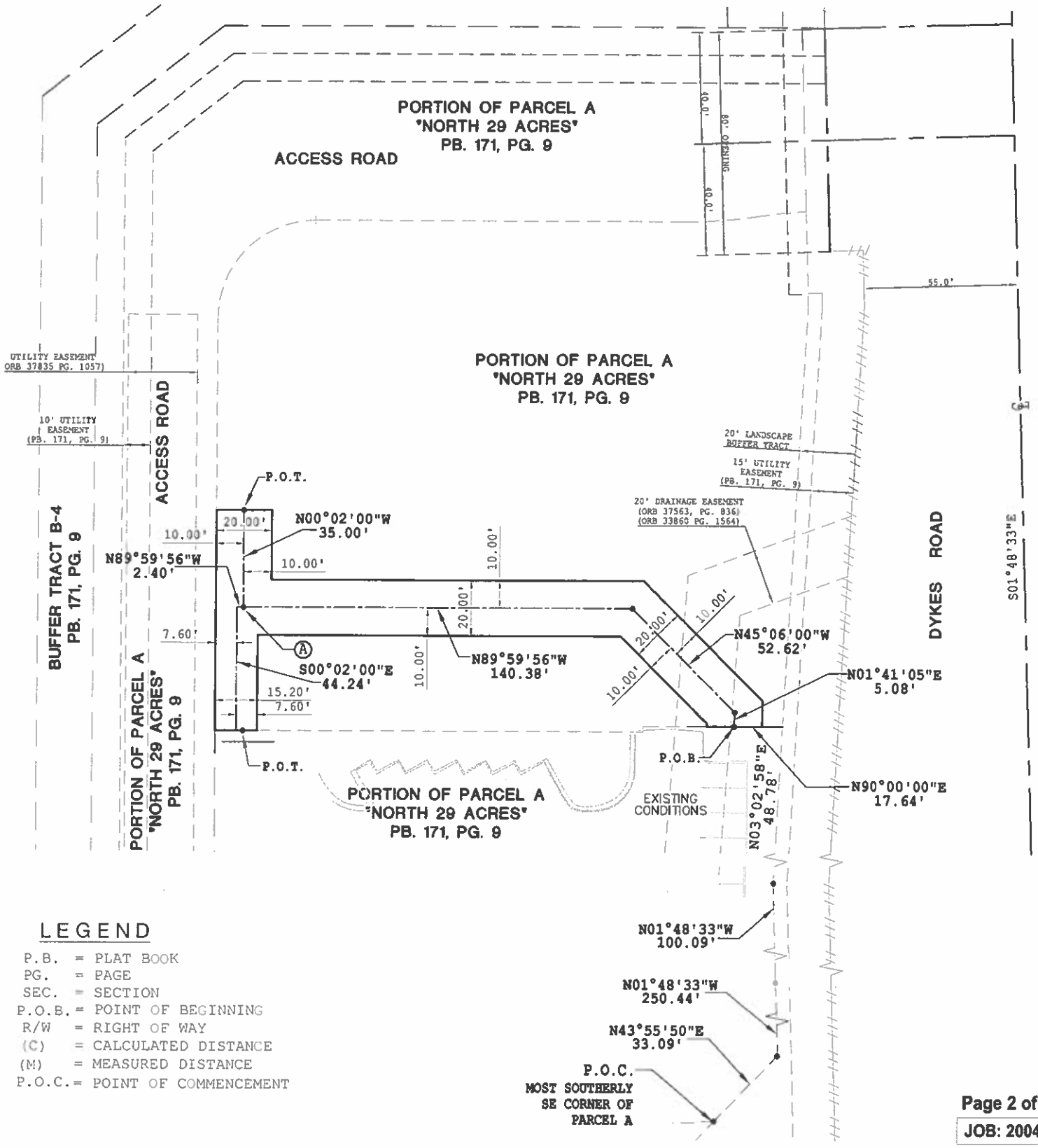
**HADONNE**

LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING

## EXHIBIT "A"
WATER EASEMENT

ASSUMED

NOT TO SCALE




## LEGEND

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JOB: 20045

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
El Car Wash Miramar, LLC
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HADONNE

LAND SURVEYOR AND MAPPERS
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I hereby certify: That this "Sketch to Accompany Legal Description", was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 of the Florida Administrative Code and its implementing Rule, Chapter 472.027 of the Florida Statutes.

**Raul Izquierdo**, P.S.M.
For The Firm
Professional Surveyor and Mapper LS6099
HADONNE CORP.
Land Surveyors and Mappers
Certificate of Authorization LB7097
1985 NW 88 Court, Suite 201
Doral, Florida 33172
305.266.1188 phone
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# EXHIBIT "B"
# ACTUAL COST OF CONSTRUCTION

**PROJECT NAME:** National Express Wash Miramar

**DEVELOPER:** El Car Wash Miramar, LLC

| | Description | Quantity | Unit | Unit Price | Cost | Total |
|---|---|---|---|---|---|---|
| SITE PREP | Clearing & Grubbing | | Acre | | | |
| | Excavation | | CY | | | |
| | Filling | | CY | | | |
| DRAINAGE | | | | | | |
| TOTAL | | | | | | |
| Pipe | 15" RCP | | LF | | | |
| | 18" RCP | | LF | | | |
| | 21" RCP | | LF | | | |
| | 24" RCP | | LF | | | |
| | 30" RCP | | LF | | | |
| | 36" RCP | | LF | | | |
| | 42" RCP | | LF | | | |
| | 48" RCP | | LF | | | |
| TOTAL | | | | | | |
| STRUCTURES | Headwalls | | EA | | | |
| | Curb Inlet | | EA | | | |
| | Swale Inlet | | EA | | | |
| | Manhole | | EA | | | |
| | Pollution Retardant Basin | | EA | | | |
| TOTAL | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| **SEWER** | GRAV Sewer 0-6 cut - 8" | | LF | | | |
| | GRAV Sewer 6-8 cut - 8" | | LF | | | |
| | GRAV Sewer 8-10 cut - 8" | | LF | | | |
| | GRAV Sewer 10-12 cut - 8" | | LF | | | |
| | Manhole 0-6 cut | | EA | | | |
| | Manhole 6-8 cut | | EA | | | |
| | Manhole 8-10 cut | | EA | | | |
| | Manhole 10-12 cut | | EA | | | |
| | 12" Force Main Dip | | LF | | | |
| | 4" Force Main PVC C900 DR18 | | LF | | | |
| | 6" Force Main PVC C900 DR18 | | LF | | | |
| | 8" Force Main PVC C900 DR18 | | LF | | | |
| | 12" Force Main PVC C900 DR18 | | LF | | | |
| | Misc. Fittings | | TN | | | |
| | Air Release Valve | | EA | | | |
| | Pump Station | | EA | | | |
| **TOTAL** | | | | | | |
| **WATER** | 6" C-900 DR-18 PVC Water Main | | LF | | | |
| | 8" C-900 DR-18 PVC Water Main | | LF | | | |
| | 12" C-900 DR-18 PVC Water Main | | LF | | | |
| | 6" Class 51 DIP Water Main | 26 | LF | 140 | | 3,640 |
| | 8" Class 51 DIP Water Main | 230 | LF | 150 | | 34,500 |
| | 12" Class 51 DIP Water Main | | LF | | | |
| | 1-1/2 PD Water Service Tubing | | LF | | | |
| | 2" PE Water Service Tubing | | LF | | | |
| | 6" Gate Valve | 1 | EA | 2500 | | 2500 |
| | 8" Gate Valve | 2 | EA | 3000 | | 6000 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | 12" Gate Valve | | EA | | | |
| | Fire Hydrant Assembly | 1 | EA | 5,000 | | 5,000 |
| | Eclipse Model #88 Sample | | EA | | | |
| | Air Release Valve and Vault | | EA | | | |
| | Ductile Iron Fittings | | TN | | | |
| | 6" x 6" Tapping Sleeve & Valve | | EA | | | |
| | 8" x 6" Tapping Sleeve & Valve | | EA | | | |
| | 8" x 8" Tapping Sleeve & Valve | | EA | | | |
| | 12" x 6" Tapping Sleeve & Valve | | | | | |
| | 12" x 8" Tapping Sleeve & Valve | | | | | |
| | 12" x 12" Tapping Sleeve & Valve | | EA | | | |
| **TOTAL** | | | | | | 51,640 |
| **PAVING** | 1-1/4" Type S-1 with Prime | | SY | | | |
| | 3/4" type S-3 Asphalt w/Tack | | SY | | | |
| | 8" Limerock Base | | SY | | | |
| | 12" Compacted Subgrade | | SY | | | |
| | Type AD@ Curb & Gutter | | LF | | | |
| | Type AF@ Curb & Gutter | | LF | | | |
| | Type IV Traffic Separator | | LF | | | |
| | Pavement Marking & Signage | | LS | | | |
| | Thermoplastic | | LS | | | |
| **TOTAL** | | | | | | |
| | **TOTAL PROJECT COST** | | | | | 51,640 |

JOHN BIJAN IRAVANI LICENSE No. 87431 STATE OF FLORIDA PROFESSIONAL ENGINEER

**CERTIFICATE**

I hereby certify that this cost is true and correct to the best of my knowledge and belief and represents the total site development costs for project.

Date: 12-21-22 Project Engineer: John Iravani P.E. Reg. No. 87431

Public Improvement Maintenance Bond:

Cost = 51,640 X 25% = 12,910

# NO LIEN AFFIDAVIT
**(Corporate)**

**STATE OF** Florida )
) **ss**
**COUNTY OF** Dade )

Before me, the undersigned authority, personally appeared Justin London (Affiant), who being by me first duly sworn, on oath, deposes and says:

1. Affiant is the CEO [insert office held by affiant] of El Car Wash Miramar LLC (the "Corporation").
2. That the Corporation is the owner of the following described property, to wit:

   *See* Exhibit "A" attached hereto and by this reference incorporated herein.

3. That the above described property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, except for real estate and personal property taxes for the year 2022.
4. That within the past ninety (90) days there have been no improvement, alterations, or repairs to the above described property for which the costs thereof remain unpaid, and that within the past ninety (90) days there have been no claims for labor or material furnished for repairing or improving the same, which remain unpaid.
5. That there are no mechanic's, material-men's, or laborer's liens against the above described property. That there are no construction, mechanics', materialmans' or laborers' liens filed against the Property or any portion thereof; that there have been no repairs, improvements or other work done to or labor, materials or services bestowed upon the Property or any portion thereof for which any or all of the cost of the same remains unpaid; and that no person, firm or corporation is entitled to a construction lien against the Property or any portion thereof under Chapter 713 of the Florida Statutes.
6. That the personal property contained on said property or on the said premises, and which, if any, is being sold to the purchaser(s) mentioned below, is also free and clear of all liens, encumbrances, claims and demands whatsoever.
7. That the corporation, in the operation of said property, complied in all respects with the Sales Tax Law of the State of Florida and all other taxation laws of state and federal government.
8. That Affiant knows of no violations of City or County Ordinances, or State or Federal law pertaining to the above described property.
9. That no person, firm or corporation has any interest, claim of possession, or contract right with respect to the Property or any portion thereof, and there are no facts known to Affiant which would give rise to such a claim being asserted against the Property or any portion thereof.
10. That there are no unsatisfied judgments or any federal, state or county tax deficiencies, which are a lien against the Property or any portion thereof.
11. That there is no pending litigation or dispute involving or concerning the location of the boundaries of the Property or any portion thereof.

12. That this Affidavit is made for the purpose of inducing the City of Miramar, a Florida Municipal Corporation, to accept transfer of said property from Affiant.
13. That no judgment or decree has been entered in any court of this state or the United States against said Affiant which remains unsatisfied.
14. Affiant further states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he/she has read, or has heard read to them, the full facts of this Affidavit and understand its context.

WITNESSES:

_____

_____

El Car Wash Miramar, LLC
(insert Name of Corporation), a _____
Florida Corporation [insert name of state of incorporation]

By: _____
Individually, and on behalf of the Corporation

**SWORN TO AND SUBSCRIBED** before me this 13 day of December, 20 22.

_____
Notary Public, State of Florida
At Large

DIANELYS ZAMBRANO
MY COMMISSION # HH 141919
EXPIRES: June 15, 2025
Bonded Thru Notary Public Underwriters

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
El Car Wash Miramar, LLC
prepared by:

HADONNE

LAND SURVEYOR AND MAPPERS
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SUBSURFACE UTILITY ENGINEERING

## EXHIBIT "A"
WATER EASEMENT

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A PORTION OF PARCEL A, "NORTH 29 ASSOC.", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. BEING MORE PARTICULARLY AS FOLLOW:

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CONTAINING 5,182 SQUARE FEET, MORE OR LESS, BY CALCULATIONS.

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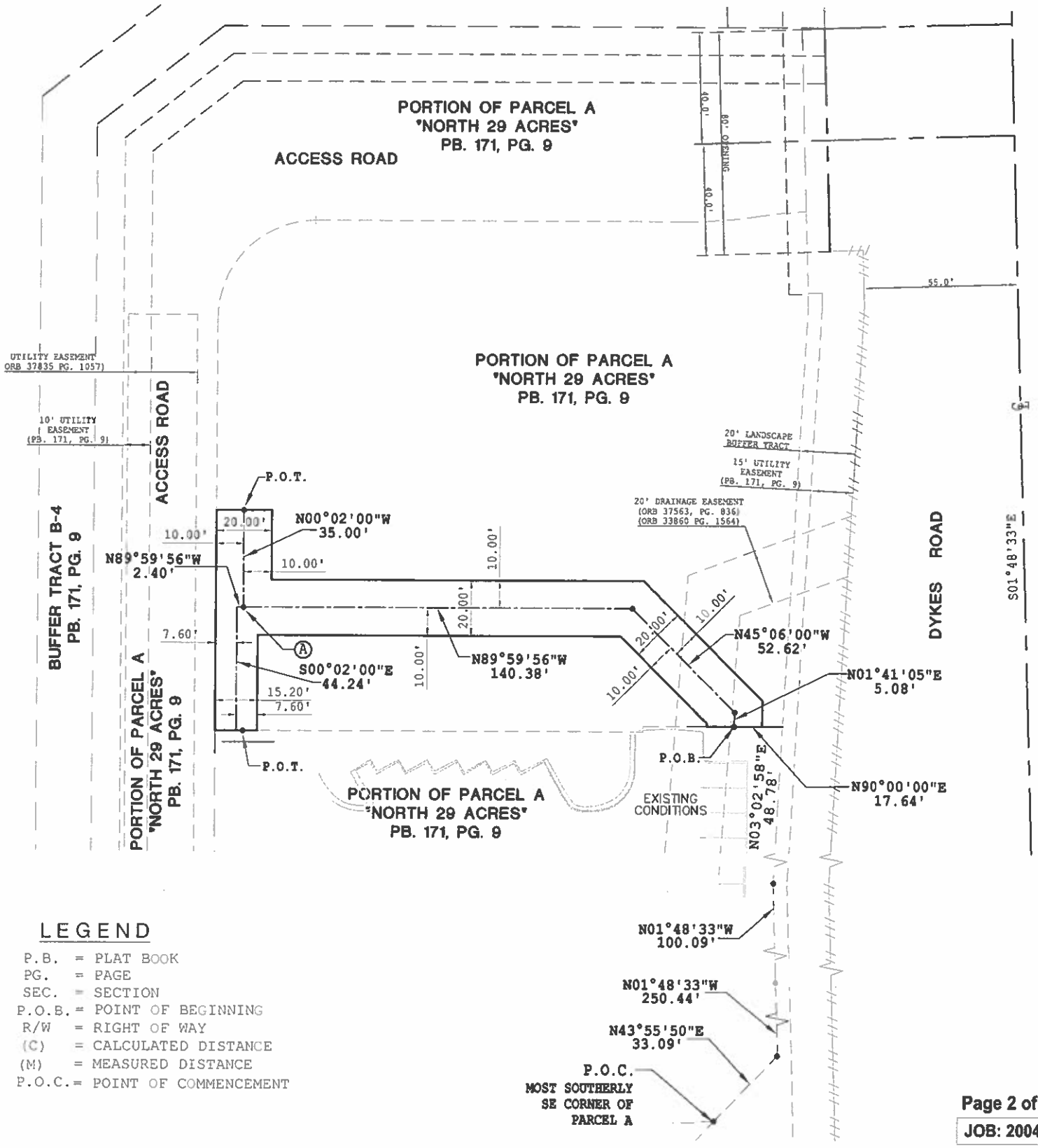
SUBSURFACE UTILITY ENGINEERING

## EXHIBIT "A"
WATER EASEMENT

ASSUMED

NOT TO SCALE




## LEGEND

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JOB: 20045

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**SOURCES OF DATA:**

The Legal Description was generated from the Plat of "NORTH 29 ASSOC." as recorded in Plat Book 171, at Page 9 of the Public Records of Broward County, Florida.

Bearings as shown hereon are based upon the East line of the N.E. 1/4 of Section 29-51-40, an assumed bearing of N01°48'33"W, said line to be considered a well established and monumented line.

**EASEMENTS AND ENCUMBRANCES:**

No information was provided as to the existence of any easements other than those what appeared on the underlying Plat of record. Please refer to the Limitations portion with respect to possible restrictions of record and utility services.

**LIMITATIONS:**

Since no other information were furnished other than that is cited in the Sources of Data , the Client is hereby advised that there may legal restrictions on the subject property that are not shown on the Sketch or contained within this Report that may be found in the Public Records of Broward County, Florida or any other public and private entities as their jurisdictions may appear.
This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

**SURVEYOR'S CERTIFICATE:**

I hereby certify: That this "Sketch to Accompany Legal Description", was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 of the Florida Administrative Code and its implementing Rule, Chapter 472.027 of the Florida Statutes.

**Raul Izquierdo**, P.S.M.
For The Firm
Professional Surveyor and Mapper LS6099
HADONNE CORP.
Land Surveyors and Mappers
Certificate of Authorization LB7097
1985 NW 88 Court, Suite 201
Doral, Florida 33172
305.266.1188 phone
305.207.6845 fax

NOTICE: Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper. Each Sheet as incorporated therein shall not be considered full, valid and complete unless attached to the others. This Notice is required by Rule 61G17-6 of the Florida Administrative Code.

THIS INSTRUMENT RETURN TO:
Denise Gibbs, City Clerk
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025

THIS INSTRUMENT PREPARED BY:
_____
_____
_____
_____

Part of Property Appraiser's Parcel
Identification No._____

# EASEMENT

THIS EASEMENT (the Easement) is made this 13 day of December 2022, by El Car Wash Miramar, LLC, ("Grantor") whose address is 5201 SW 8th Street, Miami, FL 33134 to and in favor of the City of Miramar, a Florida Municipal Corporation ("Grantee") whose address is 2300 Civic Center Place, Miramar, Florida 33025.

## RECITALS:

A. Grantor is the owner of that certain real property located in Broward County, Florida, more particularly described on Exhibit "A" attached hereto and made a part of this Easement (the Easement Property).

B. Grantor wishes to grant an easement for utilities and vehicular and pedestrian ingress and egress over, under, across and upon the Easement Property.

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/00 Dollars ($10.00) in hand paid by Grantee to Grantor and other good and valuable consideration,

the receipt and sufficiency of which Grantor hereby acknowledges, Grantor agrees as follows:

1. Recitals. Each and all of the recitals is hereby incorporated herein by this reference.

2. Grant of Easement. Grantor does hereby grant, bargain, sell, alien, remise, release, confirm, and convey to Grantee an easement over, under, across and upon the Easement Property for the purpose of:

   2.1 Constructing, reconstructing, laying, installing, operating, maintaining, relocating, repairing, replacing, improving, removing, connecting to, disconnecting from, and inspecting water transmission and distribution facilities and all appurtenances and/or equipment associated therewith, and/or sewage transmission and collection facilities and all appurtenances and/or equipment associated therewith, all as may be required by the Grantor.

   2.2 Vehicular and pedestrian ingress and egress to the Easement Property for the purposes outlined in this Section.

   2.3 Said Easement Property is together with all the tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining.

   2.4 Title and the legal description to the Property described on Exhibit "C" herein has neither been examined nor approved by the City of Miramar or the City Attorney.

   2.5 All covenants, terms, provisions, and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees, and assigns of the respective parties hereto.

   2.6 By delivery of this Easement Property, Grantor covenants not to interfere with the safe operation or maintenance of the facilities within the Easement Property.

3. Grantee's Use of Easement. Grantee shall have the right to do all things necessary, useful or convenient for the purposes outlined in Section 1 of this Easement. The rights herein granted to Grantee by Grantor specifically include: (a) the right of Grantee to control, inspect, alter, improve, maintain, install, connect to, disconnect from, repair, rebuild and remove said facilities within the Easement Property; (b) the right of Grantee to trim, cut, or remove plants, trees, fences, or structures from said Easement Property; and (c) the right of Grantee to have egress and ingress to said Easement Property for the purposes expressed in (a) and (b) immediately above.

4. Grantor's Use of Easement. Grantor shall have the right to make any use of this Easement that does not interfere with Grantee's use. Specifically, no other easement shall be granted that would allow the other easement holder to install anything that would run parallel with Grantee's water or sewer lines without prior written consent of the Grantee. Any easement crossing this Easement shall contain language prohibiting the easement holder from installing anything within eighteen inches of Grantee's water or sewer lines.

5. Perpetual Duration. This Easement shall be perpetual in duration, and shall not be changed, altered or amended except by a written instrument executed by Grantor and Grantee, or their respective heirs, successors or assigns.

6. Covenants of Grantor. Grantor hereby warrants and covenants that:

   6.1 Grantor is the owner of fee simple title to the Easement Property.

   6.2 Grantor has full right and lawful authority to grant and convey this Easement to Grantee.

   6.3 Grantee shall have quiet and peaceful possession, use and enjoyment of this Easement.

   6.4 Grantor does hereby fully warrant the easement title to the said Easement Property and will defend the same against the lawful claims of all persons whomsoever.

7. Remedies for Breach. Grantor and/or Grantee shall each have the right to enforce the terms of this Easement and the rights and obligations created herein by all remedies provided under the laws of the State of Florida, including, without limitation, the right to sue for compensatory damages for breach or for injunction or specific performance. In the event that it is necessary for either Grantor and/or Grantee to file suit in order to enforce the terms hereof, then the prevailing party in such suit shall be entitled to receive reasonable attorney's fees and court costs in addition to any other award that the Court might make, from the non-prevailing party.

8. Covenant Running with the Land. This Easement and all conditions and covenants set forth herein are intended and shall be construed as covenants running with the land, binding upon and insuring to the benefit of Grantor or Grantee, or equitable servitudes on the land, as the case may be, and their respective heirs, successors and/or assigns, including, without limitation, all subsequent owners of the Easement Property and all persons claiming by, through and under them.

TO HAVE AND TO HOLD unto the same forever.

**IN WITNESS WHEREOF**, Grantor has executed and delivered this Grant of Easement on the day and year written in the first paragraph of this Easement.

Signed, sealed and delivered
in the presence of:

Print Name: Geovanny Ortiz
Address: 5201 SW 8 St
Miami, FL 33134

Print Name: Giamfranko Gutierrez
Address: 5201 SW 8 St
Miami FL 33134

By: Justin Landau
Address: 5201 SW 8 St
Miami, FL 33134

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 13 day of December, 2021, by Justin Landau, as _____-President of El Car Wash Miramar, LLC, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public
State of Florida at Large
My Commission Expires:

DIANELYS ZAMBRANO
MY COMMISSION # HH 141919
EXPIRES: June 15, 2025
Bonded Thru Notary Public Underwriters

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
El Car Wash Miramar, LLC
prepared by:

HADONNE

LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING

## EXHIBIT "A"
WATER EASEMENT

LEGAL DESCRIPTION:

A PORTION OF PARCEL A, "NORTH 29 ASSOC.", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. BEING MORE PARTICULARLY AS FOLLOW:

COMMENCE AT THE SOUTHERLY MOST SOUTHEAST CORNER OF SAID PARCEL A; THENCE N43°55'50"E ALONG THE SOUTHERLY LINE OF SAID PARCEL A, FOR A DISTANCE OF 33.09 FEET; THENCE ALONG THE EAST LINE OF SAID PARCEL A, THE FOLLOWING THREE (3) COURSES; (1) N01°48'33"W FOR A DISTANCE OF 250.44 FEET; (2) CONTINUE N01°48'33"W FOR A DISTANCE OF 100.09 FEET; (3) N03°02'58"E FOR A DISTANCE OF 48.78 FEET; THENCE N90°00'00"E FOR A DISTANCE OF 17.64 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20.00 FEET WIDE WATER MAIN EASEMENT, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE (SHORTENING OR EXTENDING THE SIDE LINES THEREOF, SO AS TO CREATE A CONTINUOUS STRIP OF LAND); THENCE CONTINUE N01°41'05"E FOR A DISTANCE OF 5.08 FEET; THENCE N45°06'00"W FOR A DISTANCE OF 52.62 FEET; THENCE N89°59'56"W FOR A DISTANCE OF 140.38 FEET TO REFERENCE POINT HEREINAFTER REFERS TO AS REFERENCE POINT "A"; THENCE N00°02'00"W FOR A DISTANCE OF 35.00 FEET TO THE POINT OF TERMINATION OF THE AFOREMENTIONED CENTERLINE.

AND

BEGIN AT REFERENCE POINT "A", SAID POINT BEING THE POINT OF BEGINNING OF THE CENTERLINE OF A 15.20 FEET WIDE WATER MAIN EASEMENT, LYING 7.60 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE (SHORTENING OR EXTENDING THE SIDE LINES THEREOF, SO AS TO CREATE A CONTINUOUS STRIP OF LAND); THENCE N89°59'56"W FOR A DISTANCE OF 2.40 FEET; THENCE S00°02'00"E FOR A DISTANCE OF 44.24 FEET TO THE POINT OF TERMINATION OF THE AFOREMENTIONED CENTERLINE.

CONTAINING 5,182 SQUARE FEET, MORE OR LESS, BY CALCULATIONS.

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
El Car Wash Miramar, LLC
prepared by:

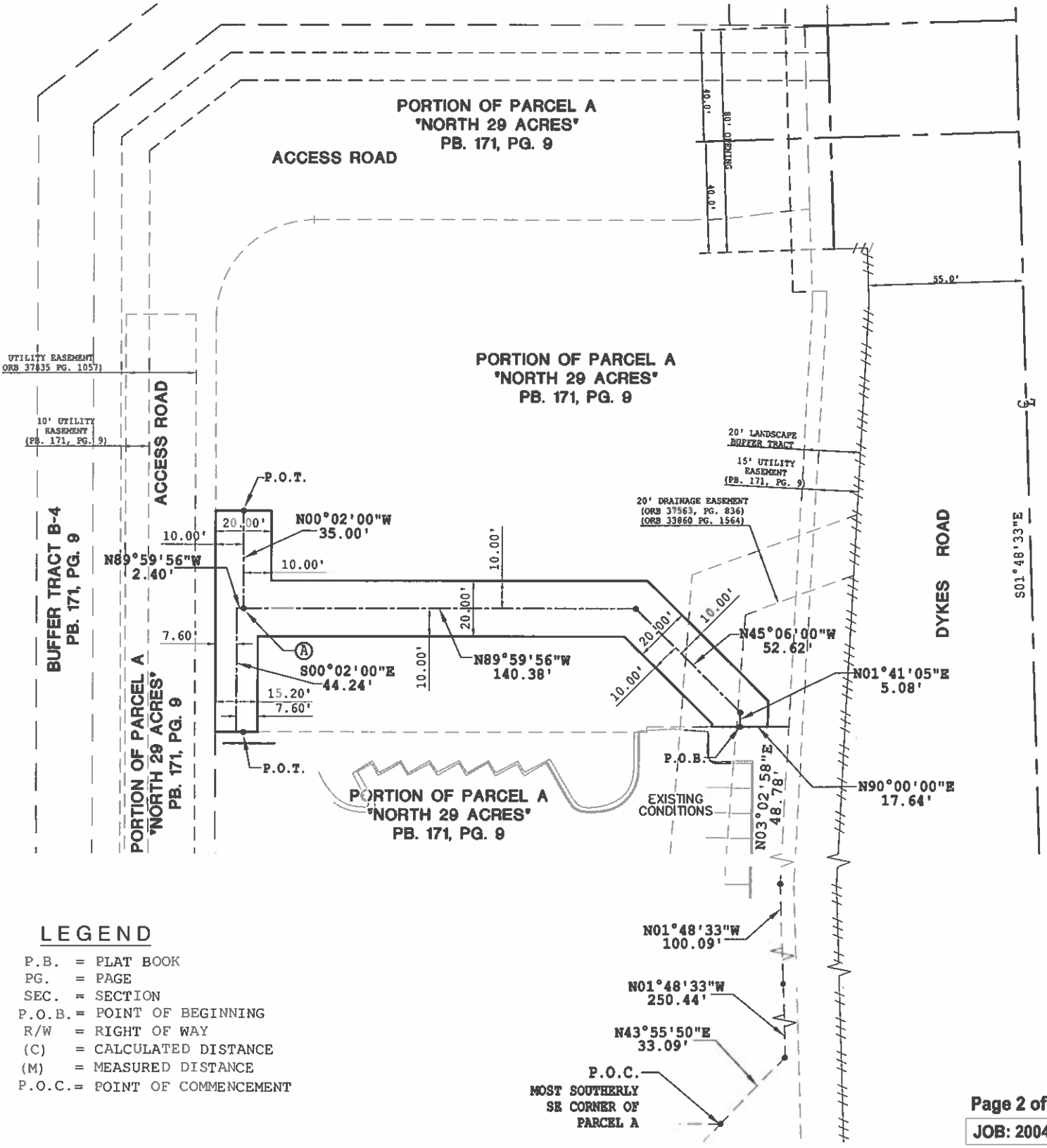
**HADONNE**

LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING

## EXHIBIT "A"
WATER EASEMENT

ASSUMED

NOT TO SCALE




## LEGEND

P.B. = PLAT BOOK
PG. = PAGE
SEC. = SECTION
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
(C) = CALCULATED DISTANCE
(M) = MEASURED DISTANCE
P.O.C. = POINT OF COMMENCEMENT



JOB: 20045

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
El Car Wash Miramar, LLC
prepared by:

HADONNE

LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING

## EXHIBIT "A"
## WATER EASEMENT

**SOURCES OF DATA:**

The Legal Description was generated from the Plat of "NORTH 29 ASSOC." as recorded in Plat Book 171, at Page 9 of the Public Records of Broward County, Florida.

Bearings as shown hereon are based upon the East line of the N.E. 1/4 of Section 29-51-40, an assumed bearing of N01°48'33"W, said line to be considered a well established and monumented line.

**EASEMENTS AND ENCUMBRANCES:**

No information was provided as to the existence of any easements other than those what appeared on the underlying Plat of record. Please refer to the Limitations portion with respect to possible restrictions of record and utility services.

**LIMITATIONS:**

Since no other information were furnished other than that is cited in the Sources of Data , the Client is hereby advised that there may legal restrictions on the subject property that are not shown on the Sketch or contained within this Report that may be found in the Public Records of Broward County, Florida or any other public and private entities as their jurisdictions may appear.
This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

**SURVEYOR'S CERTIFICATE:**

I hereby certify: That this "Sketch to Accompany Legal Description", was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 of the Florida Administrative Code and its implementing Rule, Chapter 472.027 of the Florida Statutes.

**Raul Izquierdo**, P.S.M.
For The Firm
Professional Surveyor and Mapper LS6099
HADONNE CORP.
Land Surveyors and Mappers
Certificate of Authorization LB7097
1985 NW 88 Court, Suite 201
Doral, Florida 33172
305.266.1188 phone
305.207.6845 fax

NOTICE: Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper. Each Sheet as incorporated therein shall not be considered full, valid and complete unless attached to the others. This Notice is required by Rule 61G17-6 of the Florida Administrative Code.

# OPINION OF TITLE

**To: City of Miramar**

With the understanding that this Opinion of Title is furnished to the City of Miramar, a Florida Municipal Corporation, as an inducement for execution of an agreement, covering the real property hereinafter described or for acceptance of a warranty deed, easement, covenant or unity of title, as applicable, it is hereby certified that we have examined Chicago Title Insurance Company Owner's Title Insurance Policy No. 7230609-227235653, covering the period from the beginning through July 26, 2021 at 11:54:03 AM, inclusive, and Chicago Title Insurance Title Update covering the period from July 26, 2021, at 11:54 AM to December 19, 2022, at 11:00 PM, inclusive, of the following described real property. I know of no reason that this title policy is inaccurate or incomplete:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

We are of the opinion that on the last mentioned date, the fee simple title to the above described real property was vested in:

**El Car Wash Miramar LLC, a Florida limited liability company [JUSTIN LANDAU, as Manager is authorized to sign on behalf of the Company]**

Subject to the following encumbrances, liens, and other exceptions:

1. **RECORDED MORTGAGES**:

   NONE

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGEMENTS**:

   None

3. **GENERAL EXCEPTIONS:**

1. All taxes for the year in which this opinion is rendered and subsequent years.
2. Rights of parties in possession other than the above owner.
3. Facts that would be disclosed by an accurate survey.

4. Any unrecorded labor, mechanics' or materialman's liens.
5. Zoning and other restrictions imposed by governmental authority.

## 4. SPECIAL EXCEPTIONS:

1. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

2. Restrictions, dedications and easements as contained on the Plat of North 29 Assoc. recorded in Plat Book 171, Page 1; as affected by Assignment and Assumption Agreement recorded in Official Records Book 33772, Page 208; and as affected by Agreement for Amendment of Notation on Plat recorded in Official Records Book 44254, Page 479, and Official Records Book 45759, Page 1109, all of the Public Records of Broward County, Florida.

3. Restrictions, dedications and easements as contained on the Plat of Replat of North 29 recorded in Plat Book 165, page 1; as affected by Limited Quit Claim Deed and Vacation of Lake Tract L-1 and Lake Tract L-2 (Replat of North 29) as recorded in Official Records Book 31319, Page 1786. Said Deed retains and creates exclusive flowage, storage, drainage and lake easements over said Lake Tracts.

4. Reservation(s) in favor of State of Florida as set forth in Deed recorded in Deed Book 46 Page 240; as affected by Quit Claim Deed recorded in Official Records Book 3392, Page 713; and as affected by Release of Right of Entry and Exploration for Phosphate, Minerals, Metals and Petroleum Reservations and Release of Canal and Drainage Reservations in Official Records Book 26462, Page 492.

5. Reservation(s) in favor of Everglades Drainage District as set forth in Deed recorded in Deed Book 470 Page 160 and Deed Book 470, Page 322; as affected by Release of Reservations in Official Records Book 26359, Page 170.

6. Reservation(s) in favor of State of Florida as set forth in deed recorded in Deed Book 475 Page 1, as corrected by Corrective Deed recorded in Deed Book 631, Page 155.

7. Terms, conditions, and provisions of Resolutions of the South Broward Drainage District, (formerly known as Hollywood Reclamation District), recorded in Official Records Book 12942, Page 577; Official Records Book 18324, Page 409; Official Records Book 26800, Page 157; Official Records Book 27356, Page 777 and Official Records Book 27808, Page 939, together with Final Judgment in Official Records Book 28088, Page 288, together with Resolutions in Official Records Book 28088, Page 327 and Official Records Book 28088, Page 357 and together with Final Judgment in Official Records Book 28111, Page 302, all of the Public Records of Broward County, Florida.

8. Terms, conditions, and provisions of General Notice of Lien for Water Treatment Plant Assessments, recorded in Official Records Book 21655, Page 102.

9. Terms, conditions, and provisions of General Notice of Lien for Wastewater Treatment Plant Assessments, recorded in Official Records Book 23012, Page 152; as further affected by Memorandum of Agreement recorded in Official Records Book 22990, Page 764.

10. General Notice of Lien for Utility Improvement Assessments recorded in Official Records Book 23018, Page 601.

11. Water and Sanitary Sewage Agreement for North 29 recorded in Official Records Book 25153, Page 544.

12. Terms, conditions, and provisions of Ordinances by the City of Miramar for Special Exception for Excavation with Blasting, recorded in Official Records Book 25264, Page 509 and Official Records Book 25819, Page 695, both of the Public Records of Broward County, Florida.

13. Park Agreement for North 29 by and between the City of Miramar and Country Lakes, L.P., recorded in Official Records Book 25520, Page 93.

14. City of Miramar Resolution No. R-97-66 recorded in Official Records Book 26000, Page 287; Resolution No. R-97-232 recorded in Official Records Book 26993, Page 641; Resolution No. 02-289 recorded in Official Records Book 33815, Page 457; and Resolution No. 02-288 recorded in Official Records Book 33815, Page 459.

15. Temporary Drainage Easement No. 4 (North 29) recorded in Official Records Book 26359, Page 367, as partially released and vacated by Release and Vacation of Portion Temporary Drainage Easement No. 4 (Replat of North 29) recorded in Official Records Book 31577, Page 1377.

16. Road Impact Agreement with Broward County and North 29 Associates recorded February 25, 1998 in Official Records Book 27764, Page 926. NOTE: No Release or Termination found of record.

17. Agreement by and between South Broward Drainage District, North 29 Associates and North 29 Community Association, Inc., recorded in Official Records Book 28213, Page 386.

18. Ordinance No. 1998-24 recorded in Official Records Book 28517, Page 511

19. Memorandum recorded in Official Records Book 29730, Page 6, as partially terminated in Official Records Book 29925, Page 1750.

20. Terms, conditions, and provisions of Resolution No. 01-148 by the City of Miramar re: the proposed Plat of North 29 Associates, recorded in Official Records Book 31401, Page 1732, of the Public Records of Broward County, Florida.

21. Declaration of Easements and Restrictions recorded in Official Records Book 33022, Page 1242.

22. **Amendment to Declaration of Easements and Restrictions recorded as Instrument No. 117416482.**

23. Declaration and Grant of Easements recorded in Official Records Book 33846, Page 1797.

24. Easement in favor of the City of Miramar dated January 30, 2003 recorded in Official Records Book 34730, Page 1743.

25. Agreement (For Irrigation Lines) with South Broward Drainage District recorded in Official Records Book 37563, Page 836.

26. Easement in favor of the City of Miramar recorded in Official Records Book 37835, Page 1057.

27. Resolution No. 06-145 by the City of Miramar recorded in Official Records Book 41854, Page 651 and Resolution No. 03-202 recorded in Official Records Book 42079, Page 1638.

28. Underground Easement recorded in Official Records Book 50762, Page 1322.

29. Informational Notes: a) Absolute Bills of sale recorded in Official Records Book 34730, Page 1738, Official Records Book 34935, Page 1373, Official Records Book 37835, Page 1043 and Official Records Book 43978, Page 1840. b) Environmental Resource Permit Notice recorded in Official Records Book 44403, Page 926 and in Official Records Book 44811, Page 371. c) Notice Regarding Liens pursuant to Florida Statute 713.10 recorded in Official Records Book 36467, Page 41.

30. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.

31. Matters disclosed by survey prepared by Abraham Hadad, PSM for Hadonne Land Surveyor and Mappers, under Job No. 20045, dated August 7, 2020 as follows: a) 20 foot landscape buffer easement along Easterly property line. b) 20 foot drainage easement within Southeasterly portion of subject property; and c) water easement within Southeasterly and Southwesterly property lines.

32. Drainage Easement recorded in Official Records Book 33860, Page 1564.

33. City of Miramar, Miramar, Florida Resolution No. 21-52 recorded as Instrument No. 117063021.

34. Notice of Commencement, recorded April 01, 2022, in Official Records Book 118049800, of the Public Records of Broward County, Florida.

35. Declaration of Easements recorded July 27, 2021, in Instrument No. 117455891.

36. Underground Easement in favor of Florida Power and Light recorded October 28, 2022, in Instrument No. 118487872, and re-recorded December 1, 2022, in Instrument No. 118545342.

37. Recorded Notice of Environmental Resource Permit recorded February 8, 2022, in Instrument No. 117922446.

**I HEREBY CERTIFY** that we have reviewed all the aforementioned encumbrances and exceptions and that none of the encumbrances and/or exceptions listed above will restrict the use of the property for the purposes set forth in the agreement, assignment, warranty deeds, easement, covenant and unity of title, as applicable.

**I FURTHER CERTIFY** that if the agreement to be executed or conveyance to be made is being made by a legal entity that the entity named El Car Wash Miramar, LLC is property created as a Delaware limited liability company; that said legal entity's legal status is current and active; and that the legal entity is lawful empowered to execute the agreement or make the conveyance that is the subject to this transaction.

Therefore, it is our opinion that the following parties must join in the agreement in order to make the agreement or conveyance a valid and binding covenant on the lands described herein:

| NAME | INTEREST | SPECIAL EXCEPTION NUMBER |
|---|---|---|
| El Car Wash Miramar LLC | Fee Simple | N/A |

The following is a description of the aforementioned abstract and its continuations:

| Number | Company Certifying | Period Covered |
|---|---|---|
| Number 7230609-227235653 | Chicago Title Insurance Company | from the point of beginning through July 26, 2021 at 11:54 AM |

| | | |
|---|---|---|
| Title Update | Chicago Title Insurance Company | from July 26, 2021 at 11:54 am through December 19, 2022, at 11:00 pm |

**I HEREBY CERTIFY** that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the proferred, recordable agreement.

This opinion is for the exclusive reliance of the City of Miramar, a Florida Municipal Corporation, and its City Attorneys, but this opinion of title may be made available to other parties for informational purposes.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 28 day of December, 2022.

JORGE M. VIGIL, ESQ.
JORGE M. VIGIL, P.A.
265 Sevilla Avenue
Coral Gables, Florida 33134
Florida Bar No. 041394

STATE OF FLORIDA )

COUNTY OF MIAMI-DADE )

I hereby certify: That on this day personally appeared before me, by physical presence, an officer duly authorized to administer oaths and take acknowledgments, JORGE M. VIGIL, who is personally known to me and who executed the foregoing instrument and acknowledged the execution thereof to be his free act and deed as such officer for the purposes therein expressed and who did not take an oath.

Witness: My hand and official seal this 28 day of December, 2022.

Print or Stamp Name:
Notary Public, State of Florida
Commission No.:
My Commission Expires:

2001-9

VIVIAN POU
MY COMMISSION # HH 313042
EXPIRES: October 14, 2026

EXHIBIT "A"

A PORTION OF PARCEL A, "NORTH 29 ASSOC.", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWING:

COMMENCE AT THE SOUTHERLY MOST SOUTHEAST CORNER OF SAID PARCEL A; THENCE N43°55'50"E ALONG THE SOUTHERLY LINE OF SAID PARCEL A, A DISTANCE OF 33.09 FEET; THENCE ALONG THE EAST LINE OF SAID PARCEL A, THE FOLLOWING THREE (3) COURSES; (1) N01°48'33"W, A DISTANCE OF 250.44 FEET; (2) CONTINUE N01°48'33"W, A DISTANCE OF 100.09 FEET; (3) N03°02'58"E, A DISTANCE OF 48.78 FEET TO THE POINT OF BEGINNING; THENCE N90°00'00"W, A DISTANCE OF 50.56 FEET; THENCE S00°00'00"E, A DISTANCE OF 2.02 FEET; THENCE N90°00'00"W, A DISTANCE OF 154.53 FEET; THENCE N00°02'00"W, A DISTANCE OF 148.63 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°02'00" AND A RADIUS OF 35.00 FEET FOR AN ARC DISTANCE OF 55.00 FEET TO A POINT OF TANGENCY; THENCE N90°00'00"E ALONG A LINE TANGENT TO THE LAS DESCRIBED CURVE, A DISTANCE OF 133.18 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A CENTRAL ANGLE OF 09°03'43" AND A RADIUS OF 175.00 FEET FOR AN ARC DISTANCE OF 27.68 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTH; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A CENTRAL ANGLE OF 06°29'20" AND A RADIUS OF 146.00 FEET FOR AN ARC DISTANCE OF 16.54 FEET TO A POINT ON A NON-TANGENT LINE; THENCE ALONG SAID EAST LINE, THE FOLLOWING TWO (2) COURSES; (1) S01°48'33"E, FOR A DISTANCE OF 33.80 FEET; (2) S03°02'58"W, FOR A DISTANCE OF 151.94 FEET TO THE POINT OF BEGINNING.

# ALTERNATE SECURITY BY CASH BOND

CASH BOND GIVEN BY **EL CAR WASH MIRAMAR, LLC**

TO THE CITY OF MIRAMAR, FLORIDA (the "CITY")

I. This cash bond is hereby provided in lieu of a surety obligation (the "Security") for:

(Check applicable box to indicate security)

( ) Surety Bond for Improvements

(X) Maintenance Bond for Improvements

( ) Other Bond _____

II. Each of the terms, provisions, and conditions of the above indicated Security are hereby incorporated by reference and shall be binding upon the undersigned Principal to the same extent as provided in that certain (Surety Bond for Improvements, Maintenance Bond for Improvements, Other Bond) Security in the form attached hereto as Exhibit "A", except that the Surety referenced in such form shall not be applicable, and Principal shall not have any rights otherwise provided to a Surety.

III. This Cash Bond shall be effective upon receipt by City of cash (U.S. Dollars) or cashiers check or bank clearances of other check, and execution and acceptance hereof.

Witness my hand this 14 day of February, 2023.

PRINCIPAL

Justin Landau

NAME OF PRINCIPAL

5201 SW 8 St

Address

Miami, FL 33134

By: _____

President (Signature)

_____ Attest:

Geovanny Ortiz

Name

Witnessed: _____

Accepted by City of Miramar this 5th day of May, 2023.

_____

City of Miramar

Payment Receipt / Deposit Form:

## Engineering Services – DEPT # 55

Deposit Date: 5/3/23 Batch #:

Staff Name completing deposit (Print): Joseph Jardine

Verification / date:

Customer Name / Address: National Express Wash Holdco, LLC, 5201 SW 8th St, Coral Gables, FL 33134

Description: National Express Wash Maintenance Cash Bond

| Account Name | Revenue Account # | Amount |
|---|---|---|
| YOUR ACCOUNT NAME | YOUR ACCOUNT NUMBER | |
| Miscellaneous Revenue | 001 -00-000-000-000-369900 | |
| Engineering Permits | 410-55-565-000-000-329100 | |
| 8% Surcharge | 001-41-404-000-000-322110 | |
| Performance Bond | 001-00-000-000-000-220102 | $12,910 |
| Recording Fees | 001-08-100-512-000-604931 | |
| Impact Fees – Park | 387-00-000-000-000-324611 | |
| Impact Fees – Admin. Park | 387-00-000-000-000-324611 | |
| Impact Fees – Water | 414-00-000-000-000-324210 | |
| Impact Fees – Wastewater | 414-00-000-000-000-324211 | |
| Impact Fees – Water Dev. | 414-00-000-000-000-324212 | |
| Impact Fees – Wastewater Dev. | 414-00-000-000-000-324213 | |
| | **Total Deposit:** | $12,910 |

| | | |
|---|---|---|
| Line A | Total Cash: | |
| Line B | Total checks/money orders: | |
| Line C | Total credit cards: | |
| Line D | **Total revenue** (add lines A-C): | |

(if a refund was given this amount will not equal Total deposit)

| Account Name | Refund Account # | Amount |
|---|---|---|
| | | |
| | | |
| | **Total refunds:** | |

**Total deposit:**

**Total refunds:**

(This amount must be equal to the Total revenue) **Deposit minus refunds:**

City of Miramar
TOWN CENTER
2300 CIVIC CENTER PLACE
MIRAMAR, FL 33025
(954) 602-3000
Welcome

011106-0061 Shona P. 05/03/2023 11:02AM

MISCELLANEOUS
Description: PERFORMANCE
BOND (220102)
Reference 1: NATIONAL
EXPRESS
Reference 2: WASH
PERFORMANCE BOND (220102)
2023 Item: 220102
1.0 @ 12,910.00 12,910.00

801-00-000-000-000-1041
00- 12,910.00
001-00-000-000-000-2201
02- 12,910.00
Payment Id: 1266199

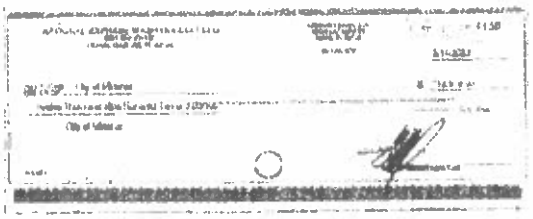
12,910.00

Subtotal 12,910.00
Total 12,910.00

CHECK 12,910.00
Check Number 1166

Change due 0.00

Paid by: NATIONAL EXPRESS WASH HOLDCO LLC



Thank you for your payment

CUSTOMER COPY

# MAINTENANCE BOND FOR IMPROVEMENTS

MAINTENANCE BOND GIVEN BY: _____

AND_____

TO THE CITY OF MIRAMAR.

Maintenance bond given by _____,

as PRINCIPAL, a _____ existing under the laws of the State of

_____, of _____
(Address)

_____, City of _____

County of _____, State of _____

**AND**

_____, as SURETY, a surety company and/or insurance company incorporated under the laws of the State of _____, or a partnership pursuant to the laws of the State of _____ and authorized to transact surety in the State of Florida.

**TO**

**THE CITY OF MIRAMAR, as OBLIGEE, a municipal corporation, pursuant to the laws of the State of Florida**.

BY THIS BOND, We _____

as PRINCIPAL and _____

as SURETY, a corporation incorporated under the law of the State of _____,

or a _____partnership under the laws of the State of _____

and authorized to do business in the State of Florida and on the list of surety companies approved by the Treasurer of the United States, are bound to the City of Miramar, as the

OBLIGEE, hereinafter referred to as CITY, a municipal corporation pursuant to the laws of the State of Florida, in the full sum of _____ (United States Dollars) ($_____), for payment of which PRINCIPAL and SURETY jointly and severally bind ourselves, our successors, assigns, and personal representatives.

SEALED with our Seals, signed and delivered this _____ day of _____, 20____.

WHEREAS, PRINCIPAL has applied to the City for acceptance of certain

(Specify type of improvement: water, sewer, reuse, paving, drainage)

subdivision improvements for _____; and
(Name of Project)

WHEREAS, the Code of the City of Miramar requires that adequate security be posted to insure prompt repair or replacement of those subdivision improvements accepted by the City, and

WHEREAS, PRINCIPAL is required to, within fifteen (15) calendar days of being notified by the City's Director of Public Works/Utilities, repair or replace damaged or defective subdivision improvements for _____ attached hereto and
(Name of Project)
and incorporated herein,

NOW, THEREFORE, THE CONDITIONS OF THIS BOND are such that if PRINCIPAL;

1. Corrects defects or repairs damage to subdivision improvements in a timely manner as specified by the Director of Public Works/Utilities; and

2. Pays promptly all persons, firms and corporations that supply labor, materials and supplies used in the repair and replacement of the subdivision improvements, for a

period of twelve (12) continuous months from _____.
(Date of Acceptance)

3. At the end of the one year maintenance period, the sanitary sewer system shall be cleaned and televised. The storm sewer system shall be cleaned free of any accumulated sediment during said maintenance period. Then this Surety Bond shall be void; otherwise it remains in full force.

PRINCIPAL and SURETY jointly and severally understand, in the event the PRINCIPAL fails or refused to repair or replace damaged or defective subdivision improvements, the CITY has the right to recover the full amount of this Surety Bond for the purpose of the amount due to the CITY up to the face amount of the Bond by letter signed by the Director of Public Works/Utilities, or a designee, stating that the PRINCIPAL has defaulted on its obligation to complete the required repairs. PRINCIPAL and SURETY also understand, in the event the CITY elects to collect monies from SURETY and the funds recovered thereby prove insufficient to complete the repairs, the PRINCIPAL shall be liable hereunder to pay to the CITY upon the completion of the repairs the final total cost thereof, including but not limited to, engineering, legal, and contingent costs together with any damages, direct or consequential, which the CITY may sustain because of PRINCIPAL′S failure to comply with all of the requirements hereof.

In the event the CITY receives a Notice of Cancellation of this Surety Bond and a substitute form of security is not received by the CITY sixty (60) calendar days prior to the cancellation date, the PRINCIPAL shall be deemed in default and the provisions herein shall apply.

PRINCIPAL and SURETY jointly and severally understand and agree that the failure to complete the designated repairs within fifteen (15) calendar days after written notice from the CITY to do so, shall be deemed a default and refusal to comply with the requirements of this Maintenance Bond.

This Maintenance Bond shall remain in full force and effect for a period of one (1) year, beginning on _____ and ending _____
(Date of Acceptance)

IN WITNESS WHEREOF the PRINCIPAL has caused this Bond to be executed by its President and attested by its Secretary and its corporate seal to be affixed or by its general partner; the SURETY has caused this Bond to be executed in its name by its Attorney-In-Face duly authorized thereunto so to do, and its corporate seal to be affixed, all on the date first written above.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)

## PRINCIPAL

ATTEST:

_____ _____
Secretary President of PRINCIPAL

(SEAL)

WITNESSES:

_____ _____
General Partner

_____

## SURETY

SEAL

Signed, Sealed and Delivered By: _____
As SURETY

In the Presence of:

_____

_____

# LOCATION MAP