



APPLICATION NUMBER
18-SE-018

RECEIVED
NOV 26 2018
BY: TIF

SPECIAL EXCEPTION USE APPLICATION FOR

ENTER TYPE OF USE /BUSINESS:

Business Name: 5 star seal coating, LLC
Business Address: 1391 NW 31 Ave, Landerhill
FL, 33311
Business Telephone Number: (954) 200-1351
Business Email: marwasafa85@hotmail.com

APPLICANT AND CONTACT INFORMATION

Applicant Name: Souad Mhijra
Applicant Address: 4100 Lake Side drive
Tamarac, FL, 33319
Applicant Telephone Number: (954) 470-4069
Applicant Mobile Telephone Number: N/A
Applicant Email address: marwasafa85@hotmail.com

FILL IN BELOW THE CONTACT INFORMATION FOR ANYONE ELSE WHO SHOULD
RECEIVE COPIES OF NOTICES /CORRESPONDENCE

Name: 31 Avenue Investments, LLC c/o Robert Bailey
Address: 401 E Las Olas Blvd, #130-521
Pt. Lauderdale, FL 33301
Telephone Number: (305) 688-5090 Mobile (954) 295-1405
Email address: office@goodearthproperty.com

APPLICATION NUMBER

List the job titles and approximate salaries for the proposed employees?

Manger
Service Man

Square footage of building space to be occupied by the business : _____

INFORMATION ABOUT THE SITE

Property Owner Name: 31 Avenue Investments, LLC
Property Owner Street Address: 401 E Las Olas Blvd. Suite 130-521
City, State & Zip Code: Ft. Lauderdale, FL, 33301
Telephone #: (305) 1688-5090 Email office@goodearthproperty.com

STANDARDS FOR APPROVAL THE EFFECTS OF YOUR USE/BUSINESS ON THE COMMUNITY

Describe how your business will affect the residents who live close by: _____

Zero affect

Describe how this business/use will affect neighboring businesses: _____

Zero Zero affect

What site characteristics make this location suitable for your use/ business:

good location
good neighborhood
good city

APPLICATION NUMBER

Describe transit, automobile or pedestrian traffic that your business will create in the area:

None

Describe any activity in your business that will involve alcohol, music or live entertainment:

None

Describe any other aspects of your business about which you feel that the reviewer should know:

None

ATTACH THESE DOCUMENTS TO THIS APPLICATION

1. Site Plan
2. Floor Plan
3. Inventory of Fixtures and Equipment
4. Legal Description
5. Certified Mailing list with two (2) sets of labels for all property owners within 300 feet of the site.
6. Copy of Lease (For Applicants who are renting)
7. Copy of Deed or Contract to Purchase (For Applicant who own or intends to own)
8. Letter from property owner authorizing you to apply for a special exception.

NOTE: STAFF MAY REQUIRE ADDITIONAL INFORMATION.

APPLICATION NUMBER

Fees

Special Exception Use Application Fee.....	\$600.00
Cost of Mailing (minimum amount or actual cost of mailing, whichever is greater).....	90.00
Criminal Background Check(for child/elder care facility, game room or convenience store) PER PERSON.....	38.50

Should you have any questions concerning this application, please call Planning and Zoning at 954-730-3050.

SIGN SPECIFICATIONS:

Sign will be three (3) feet by three (3) feet in size and of a durable material. The applicant is required to post the sign on the property for which approval is sought at least ten (10) days before the public hearing. No permit shall be required for such sign. The sign shall be posted upon the property so as to face, and be visible from, the street upon which the property is located.

SIGN must be
WHITE background, BLACK letters.

SIGN must be securely attached to two, 2" x 4" posts (with nails or screws), and must be a minimum of 3' above ground level.

POSTS shall be set a minimum of
18" below ground level.

**CITY OF LAUDERHILL
NOTICE
OF
PUBLIC HEARING**

SPECIAL EXCEPTION

DATE:

TIME:

LOCATION:

**COMMISSION CHAMBERS
5581 WEST OAKLAND PK BLVD
LAUDERHILL, FLORIDA**

**FOR ADDITIONAL INFORMATION
PLEASE CALL 954-730-3050**



Business Lease

THIS AGREEMENT, entered into this 20th day of January 2018
between 31st Avenue Investments, LLC
hereinafter called the lessor, or landlord, party of the first part,
and Souad Mhidra and Farid Ali Mohamed d/b/a: Express Lube
of the County of Broward and State of FL & Tire Service / Auto
hereinafter called the lessee or tenant, party of the second part: Sales

WITNESSETH, That the said lessor does this day lease unto said lessee, and said lessee does hereby hire and take as tenant _____ under said lessor the following premises: (Describe type of property, address, etc.)

1391 N.W. 31 Ave
Lauderhill, FL 33311

situate in Lauderhill State of Florida, to be used and occupied by the lessee as Auto Service & Sales and for no other purposes or uses whatsoever, for the term of 5 Years, subject and conditioned on the provisions of clause ten of this lease beginning the 1st day of February 2018, and ending the 31st day of January 2023, at and for the agreed total rental of _____ Dollars,

payable as follows:

Year 1 - $\$3,900 \oplus \234^{00} FL Sales Tax = $\$4,134^{00}$ / Month
Year 2 - $\$4,400 \oplus \264^{00} FL Sales Tax = $\$4,664^{00}$ / Month
Year 3 - $\$4,900 \oplus \294^{00} FL Sales Tax = $\$5,194^{00}$ / Month

All payments to be made to the lessor on the first day of each and every month in advance without demand at the office of: C/O Good Earth Property Mngt 417 S Federal Hwy Dania, FL 33004 or such other place and to such other person, as the lessor may from time to time designate in writing.

The following express stipulations and conditions are made a part of this lease and are hereby assented to by the lessee:

FIRST: The lessee shall not assign this lease, nor sub-let the premises, or any part thereof nor use the same, or any part thereof, nor permit the same, or any part thereof, to be used for any other purpose than as above stipulated, nor make any alterations therein, and all additions thereto, without the written consent of the lessor, and all additions, fixtures or improvements which may be made by lessee, except movable office furniture, shall become the property of the lessor and remain upon the premises as a part thereof, and be surrendered with the premises at the termination of this lease.

SECOND: All personal property placed or moved in the premises above described shall be at the risk of the lessee or owner thereof, and lessor shall not be liable for any damage to said personal property, or to the lessee arising from the bursting or leaking of water pipes, or from any act of negligence of any co-tenant or occupants of the building or of any other person whomsoever.

THIRD: That the tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires, at own cost and expense.

FOURTH: In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this agreement, whereby the same shall be rendered untenable, then the lessor shall have the right to render said premises tenable by repairs within ninety days thereafter. If said premises are not rendered tenable within said time, it shall be optional with either party hereto to cancel this lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing.

FIFTH: The prompt payment of the rent for said premises upon the dates named, and the faithful observance of the rules and regulations printed upon this lease, and which are hereby made a part of this covenant, and of such other and further rules or regulations as may be hereafter made by the lessor, are the conditions upon which the lease is made and accepted and any failure on the part of the lessee to comply with the terms of said lease, or any of said rules and regulations now in existence, or which may be hereafter prescribed by the lessor, shall at the option of the lessor, work a forfeiture of this contract, and all of the rights of the lessee hereunder.

SIXTH: If the lessee shall abandon or vacate said premises before the end of the term of this lease, or shall suffer the rent to be in arrears, the lessor may, at his option, forthwith cancel this lease or he may enter said premises as the agent of the lessee, Without being liable in any way therefor, and re-let the premises with or without any furniture that may be therein, as the agent of the lessee, at such price and upon such terms and for such duration of time as the lessor may determine, and receive the rent therefor, applying the same to the payment of the rent due by these presents, and if the full rental herein provided shall not be realized by lessor over and above the expenses to lessor in such re-letting, the said lessee shall pay any deficiency, and if more than the full rental is realized lessor will pay over to said lessee the excess of demand.

SEVENTH: Lessee agrees to pay the cost of collection and ten per cent attorney's fee on any part of said rental that may be collected by suit or by attorney, after the same is past due.

EIGHTH: The lessee agrees that he will pay all charges for rent, gas, electricity or other illumination, and for all water used on said premises, and should said charges for rent, light or water herein provided for at any time remain due and unpaid for the space of five days after the same shall have become due, the lessor may at its option consider the said lessee tenant at sufferance and the entire rent for the rental period then next ensuing shall at once be due and payable and may forthwith be collected by distress or otherwise.

NINTH: The said lessee hereby pledges and assigns to the lessor all the furniture, fixtures, goods and chattels of said lessee, which shall or may be brought or put on said premises as security for the payment of the rent herein reserved, and the lessee agrees that the said lien may be enforced by distress foreclosure or otherwise at the election of the said lessor, and does hereby agree to pay attorney's fees of ten percent of the amount so collected or found to be due, together with all costs and charges therefore incurred or paid by the lessor.

TENTH: It is hereby agreed and understood between lessor and lessee that in the event the lessor decides to remodel, alter or demolish all or any part of the premises leased hereunder, or in the event of the sale or long term lease of all or any part of the premises; requiring this space, the lessee hereby agrees to vacate same upon receipt of sixty (60) days' written notice and the return of any advance rental paid on account of this lease.

ELEVENTH: The lessor, or any of his agents, shall have the right to enter said premises during all reasonable hours, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit said premises, and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within thirty (30) days before the expiration of this lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this agreement, or to the rules and regulations of the building.

TWELFTH: Lessee hereby accepts the premises in the condition they are in at the beginning of this lease and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof under this agreement, and to make good to said lessor immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of said premises, or of the building, caused by any act or neglect of lessee, or of any person or persons in the employ or under the control of the lessee.

THIRTEENTH: It is expressly agreed and understood by and between the parties to this agreement, that the landlord shall not be liable for any damage or injury by water, which may be sustained by the said tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said building.

FOURTEENTH: If the lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against the lessee, before the end of said term the lessor is hereby irrevocably authorized at its option, to forthwith cancel this lease, as for a default. Lessor may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting lessor's rights as contained in this contract, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of this contract.

FIFTEENTH: Lessee hereby waives and renounces for himself and family any and all homestead and ex-emption rights he may have now, or hereafter, under or by virtue of the constitution and laws of the State of Florida, or of any other State, or of the United States, as against the payment of said rental or any portion hereof, or any other obligation or damage that may accrue under the terms of this agreement.

SIXTEENTH: This contract shall bind the lessor and its assigns or successors, and the heirs, assigns, personal representatives, or successors as the case may be, of the lessee,

SEVENTEENTH: It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

EIGHTEENTH: It is understood and agreed between the parties hereto that written notice mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the lessee and written notice mailed or delivered to the office of the lessor shall constitute sufficient notice to the Lessor, to comply with the terms of this contract.

NINETEENTH: The rights of the lessor under the foregoing shall be cumulative, and failure on the part of the lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

TWENTIETH: It is further understood and agreed between the parties hereto that any charges against the lessee by the lessor for services or for work done on the premises by order of the lessee or otherwise accruing under this contract shall be considered as rent due and shall be included in any lien for rent due and unpaid.

TWENTY-FIRST: It is hereby understood and agreed that any signs or advertising to be used, including awnings, in connection with the premises leased hereunder shall be first submitted to the lessor for approval before installation of same.

TWENTY-SECOND: Prior to conducting business on the premises, Tenant shall obtain and provide proof to landlord all applicable licenses and permits for the business to be operated by Tenant on the premises as may be required by any and all municipalities and government agencies.

TWENTY-THIRD: Tenant has had an opportunity to inspect the premises and accepts the premises in its current as-is condition and agrees to maintain said premises in same condition order and repair as they are at commencement of lease, less normal wear and tear.

TWENTY-FOURTH: For any rental payment past due in excess of thirty (30) days, Tenant shall owe Landlord as additional rent a late fee of \$100, and in excess of sixty (60) days a late fee of \$150. After ninety (90) days late, Landlord shall turn the matter over to an attorney.

TWENTY-FIFTH: Tenant agrees to pay the cost of collection and reasonable attorney's fees on any part of said rental may be collected by suit or by attorney, after the same is past due, whether or not suit is brought.

TWENTY-SIXTH: All personal property, whether belonging to tenant or not, placed upon or moved into the premises shall be at the risk of the tenant. Landlord shall not be liable for any damage to said personal property, including any damage by water. Tenant shall maintain adequate personal property and contents insurance and provide thereof to landlord.

- There will be an annual Rent Increase
of 3% on Years 4 and 5.

- Tenant shall have the option of a 2nd
5 year Lease with 3% Annual Rent Increases

- Both Tenant and Landlord may Cancel Lease with 90 Days Written Notice
- Landlord is responsible for Roof and walls only
- Rent Paid after the 5th of the Month will be considered Late and Subject to a 10% Late Fee.
- Tenant shall pay 1st (\$4,134⁰⁰) and Security (\$4,134⁰⁰) at the time of Lease signing for a Total of \$8,268⁰⁰ to move in

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.


Signed, sealed and delivered in the presence of:


Witness - Signature

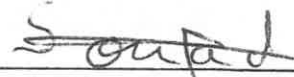
Mohamed NASIR
Witness - Printed Name

 (Seal)
Lessor - Signature

Robert Bailey (Seal)
Lessor - Printed Name
417 S. Federal Hwy
Dania, FL 33004


Lessee - Signature

Farid Ali Mohamed
Lessee - Printed Name
Lessee
5200 N.W. 31 Ave
Ft. Lauderdale, FL 33309
(cell. 954-200-1351)

 (Seal)
Lessee - Signature

Souad Mhidra (Seal)
Lessee - Printed Name
4100 Lakeside Dr.
Tamarac, FL 33319

SEALCOATING - PATCHING

 **FIVE STARS**

DRIVEWAYS STARTING @ \$100

PARKING LOTS - SHOPPING CENTER - SPEED BUMPS - CONDOMINIUMS
APART. COMPLEXES - SLURRY SEAL - COMMERCIAL - STRIPING
INDUSTRIAL CURBING - CAR STOPS - DRIVEWAYS

FREE ESTIMATES **MOE 954-200-1351**

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L18000059158
FILED 8:00 AM
March 06, 2018
Sec. Of State
crico

Article I

The name of the Limited Liability Company is:

5 STAR SEAL COATING LLC

Article II

The street address of the principal office of the Limited Liability Company is:

1391 NW 31ST AVE
LAUDERHILL, FL. 33311

The mailing address of the Limited Liability Company is:

1391 NW 31ST AVE
LAUDERHILL, FL. 33311

Article III

Other provisions, if any:

TO CONDUCT BUSINESS IN FL

Article IV

The name and Florida street address of the registered agent is:

SOUAD MHIDRA
4100 LAKESIDE DR
TAMARAC, FL. 33319

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: SOUAD MHIDRA

Article V

The name and address of person(s) authorized to manage LLC:

Title: MGR
SOUAD MHIDRA
1391 NW 31ST AVE
LAUDERHILL, FL. 33311

L18000059158
FILED 8:00 AM
March 06, 2018
Sec. Of State
crico

Article VI

The effective date for this Limited Liability Company shall be:

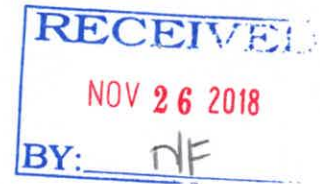
03/06/2018

Signature of member or an authorized representative

Electronic Signature: SOUAD MHIDRA

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

31 AVENUE INVESTMENTS LLC
401 E. LAS OLAS BLVD, SUITE 130-521
FT. LAUDERDALE, FL 33301



November 21, 2018

City of Lauderhill
Planning and Redevelopment
5581 W Oakland Park Blvd
Lauderhill, FL 33313

To whom it may concern,

Please allow this letter to serve as our written authorization from 31 Avenue Investments, LLC owners of 1391 NW 31 Avenue, Lauderhill, FL 33311. We authorize that our tenant 5 Star Sealcoating, LLC apply for a "special exception" to conduct their business in the City of Lauderhill.

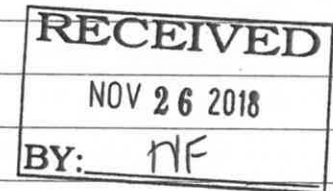
Thank you,

A handwritten signature in blue ink, appearing to read "Robert Bailey", written over a horizontal line.

Robert Bailey, Manager

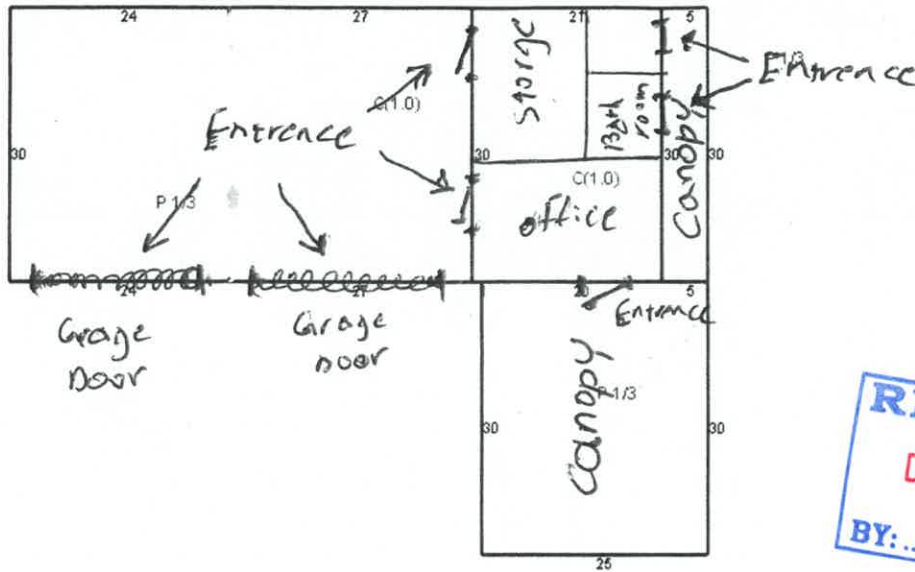
List of the equipments

- 3 Tire changers machines
- 2 Balance machine
- 1 Alignment machine
- 2 Air compressors
- 1 car lift



BCPA Sketch : 494231000394
Building 1 of 1

Code	Description	Long Description
P 1/3	Porch	Porch
C(1.0)	First Floor	First Floor



1391 NW 31st Ave.
Fort Lauderdale FL

Details :

Page : 1

File : 9231-00-0394.xml

Subject information :

Area Summary :

Code	Description	Area	Perimeter	Adj. Area	Adj. Perim	Factor	Stories	Level
P 1/3	Porch	750.00	110.00	247.50	110.00	0.33	1.00	1.00
C(1.0)	First Floor	630.00	102.00	630.00	102.00	1.00	1.00	1.00
C(1.0)	First Floor	810.00	114.00	810.00	114.00	1.00	1.00	1.00
P 1/3	Porch	150.00	40.00	49.50	70.00	0.33	1.00	1.00
P 1/3	Porch	720.00	108.00	237.60	108.00	0.33	1.00	1.00