

**ORDINANCE NO. 2019-057**

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA ACCEPTING FROM BONTERRA COMMUNITIES TIC, LLC AND CLUB BONTERRA LENNAR, LLC A WARRANTY DEED CONVEYING ALL RIGHT, TITLE AND INTEREST TO IMPROVED LAND AS DESCRIBED IN THE WARRANTY DEED ATTACHED AS EXHIBIT "1"; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Hialeah finds it in its best interest to accept this offer of improved land with a pump station, which use is for a public purpose.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

**Section 1:** The City of Hialeah, Florida hereby accepts a the warranty deed from Bonterra Communities, TIC, LLC and Club Bonterra Lennar, LLC, conveying all right, title and interest to improved land with a pump station as described in the Warranty Deed attached as Exhibit "1".

**Section 2: Repeal of Ordinances in Conflict.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 3: Penalties.**

Every person violating any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be assessed a civil penalty not to exceed \$500.00 within the discretion of the court or administrative tribunal having jurisdiction. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty described above, the City may pursue other remedies such as

abatement of nuisance, injunctive relief, administrative adjudication and revocation of licenses or permits.

**Section 4: Severability Clause.**

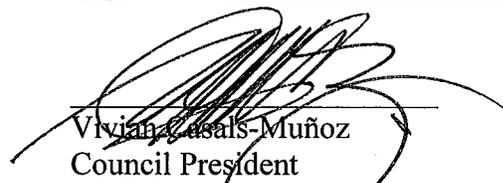
If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

**Section 5: Effective Date.**

This ordinance shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED and ADOPTED this 13 day of August, 2019.

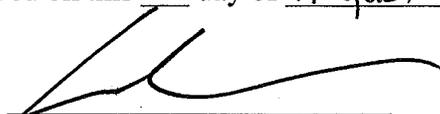
THE FOREGOING ORDINANCE OF THE CITY OF HIALEAH WAS PUBLISHED IN ACCORDANCE WITH THE PROVISIONS OF FLORIDA STATUTE 166.041 PRIOR TO FINAL READING.

  
Viviana Casals-Muñoz  
Council President

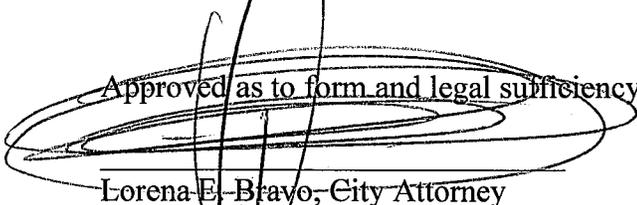
Attest:

Approved on this 21 day of August, 2019.

  
Marbelys Fatjo, City Clerk

  
Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

  
Lorena E. Bravo, City Attorney

Ordinance was adopted by a 5-0-2 vote with Councilmembers, Casals-Muñoz, Garcia-Martinez, Caragol, Hernandez and Zogby voting "Yes" and with Councilmembers Cue-Fuente and Lozano absent.

EXHIBIT "1"

Prepared by and return to:

Steven J. Vainder, Esq.  
White & Case LLP  
200 S. Biscayne Blvd., Suite 4900  
Miami, FL 33131

Folio Number (s): 04-2021-031-8980

WARRANTY DEED

THIS INDENTURE is made the 19 day of June, 2019, by CLUB BONTERRA LENNAR, LLC, a Florida limited liability company, as to an undivided 54% interest, whose mailing address is 700 N.W. 107<sup>th</sup> Avenue, Suite 400, Miami, Florida 33172, and BONTERRA COMMUNITIES, TIC, LLC, a Florida limited liability company, as to an undivided 46% interest, whose mailing address is 2020 Salzedo Street, Suite 200, Coral Gables, Florida, hereinafter referred to as "Grantor", to THE CITY OF HIALEAH, a municipal corporation, whose mailing address is 501 Palm Avenue, Hialeah, FL 33010, hereinafter referred to as "Grantee". (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument, and the heirs, legal representatives and assigns of individuals, and the successors and assigns.)

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns forever, Grantor's interest, in the real property situated, lying and being in Miami Dade County, Florida (the "Property"), to wit:

Tract N1, BONTERRA, according to the Plat thereof, as recorded in Plat Book 171, Page 64, of the Public Records of Miami-Dade County, Florida.

SUBJECT, HOWEVER, TO THE FOLLOWING:

- (1) Taxes and assessments for the year 2018 and thereafter, not yet due and payable;
- (2) Zoning and other regulatory laws and ordinances, prohibitions and other requirements imposed by governmental authority;
- (3) Those certain restrictions, reservations, covenants, conditions, limitations and easements of record, without reimposition of same;

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD UNTO THE GRANTEE IN FEE SIMPLE FOREVER.

Grantor hereby covenants with the Grantee that it fully warrants the title to all of the Property hereby conveyed and will forever warrant and defend the same against the lawful claims of all persons whomsoever.



Signed, sealed and delivered in the presence of:

GRANTOR:

BONTERRA COMMUNITIES TIC LLC a Florida limited liability company, as to an undivided 46% interest, as tenant in common

WITNESSES:

L. Viera

Print Name: LISSETTE VIERA

By: [Signature]  
Harold Eisenacher, Vice President

Ideliza Carmenate

Print Name: Ideliza Carmenate

STATE OF FLORIDA )  
 )ss;  
COUNTY OF MIAMI DADE )

The foregoing instrument was acknowledged before me this 17 day of June, 2019, by Harold Eisenacher, as Vice President of BONTERRA COMMUNITIES TIC LLC, a Florida limited liability company, on behalf of said company. He is personally known to me or produced \_\_\_\_\_ as identification.

L. Viera

Print Name: LISSETTE VIERA

Notary Public, State of Florida

Commission No.: GG072508

My commission expires: 6.12.21

