

ORDINANCE NO. 2017-082

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA ACCEPTING FROM ROYAL CONTAINER AND TRAILER REPAIRS, INC., A FLORIDA CORPORATION, A QUIT-CLAIM DEED CONVEYING ALL RIGHT, TITLE AND INTEREST TO A VACANT PARCEL OF LAND CONSISTING OF APPROXIMATELY 9,531 SQUARE FEET OR .22 ACRES AND DESCRIBED IN THE QUIT-CLAIM 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 land and shall use the property for a public purpose for the construction and maintenance of a sewer lift station;

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 quit-claim deed from Royal Container and Trailer Repairs, Inc., a Florida corporation, conveying all right, title and interest to a vacant parcel of land consisting of approximately 9,531 square feet or .22 acres and described in the Quit-Claim 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All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.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.

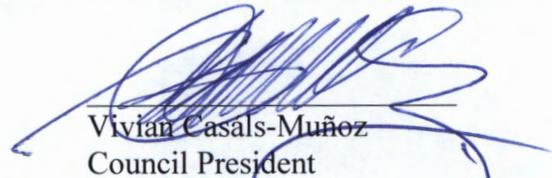
If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or 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 28 day of November, 2017.

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



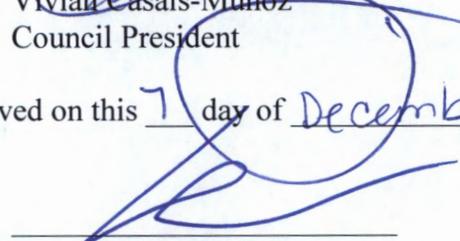
Vivian Casals-Muñoz
Council President

Attest:

Approved on this 7 day of December, 2017.

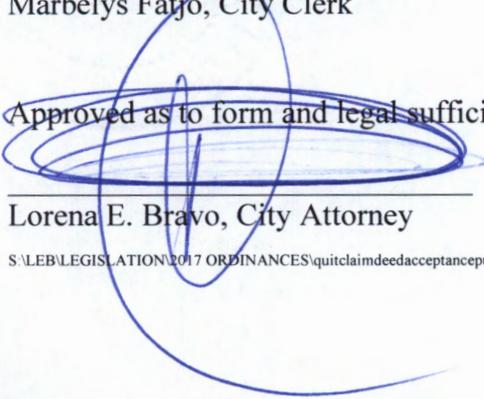


Marbelys Fajio, City Clerk



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, Caragol, Zogby, Cue-Fuente and Casals-Muñoz voting "Yes". Councilmember Hernandez and Garcia-Martinez absent.

This instrument prepared by:
GEORGE J. LOTT, Esq.
8950 S.W. 74 Court
Town Center One, Suite 1711
Miami, FL 33156

Parcel I.D. # _____

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 27th day of March 2017, by ROYAL CONTAINER AND TRAILER REPAIRS, INC., a Florida corporation, first party*, to the CITY OF HIALEAH, a Florida municipal corporation, whose address is 501 Palm Avenue, Hialeah, Florida 33010, second party*:

WITNESSETH, that the said first party, for and in consideration of the sum of TEN DOLLARS (\$10.00), in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party and its successors in interest, all the right, title, interest, claim and demand which the said first party has in and to the following described property, lying and being in Miami-Dade County, Florida, to wit:

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

TO HAVE AND TO HOLD the same together with all and singular appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the said second party forever provided however that if the party of the second part (i.e. City of Hialeah) fails to construct and maintain at its sole cost and expense the proposed lift station on the property legally described on Exhibit "A" attached hereto, the title to the said above-described land shall revert to the party of the first part, its heirs and assigns, and such party shall have the right to repossess the same.

*Whenever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors of corporations, wherever the context so admits or requires.



IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Royal Container and Trailer
Repairs, Inc., a Florida
corporation
13850 N.W. 105 Avenue
Hialeah, Florida

Attest:

Jeffrey Peck
Jeffrey Peck, Secretary

By: *Orlando Capote*
Orlando Capote, President

[Signature]
Witness
Print name: *L. Robert Elmi*

[Signature]
Witness
Print name: *Tiffany Pena*

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Orlando Capote, as President, and Jeffrey Peck, as Secretary, of Royal Container and Trailer Repairs, Inc., they are known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, and I relied upon the following form of identification of the above-named persons:

or are personally known to me and that an oath was taken.

NOTARY SEAL



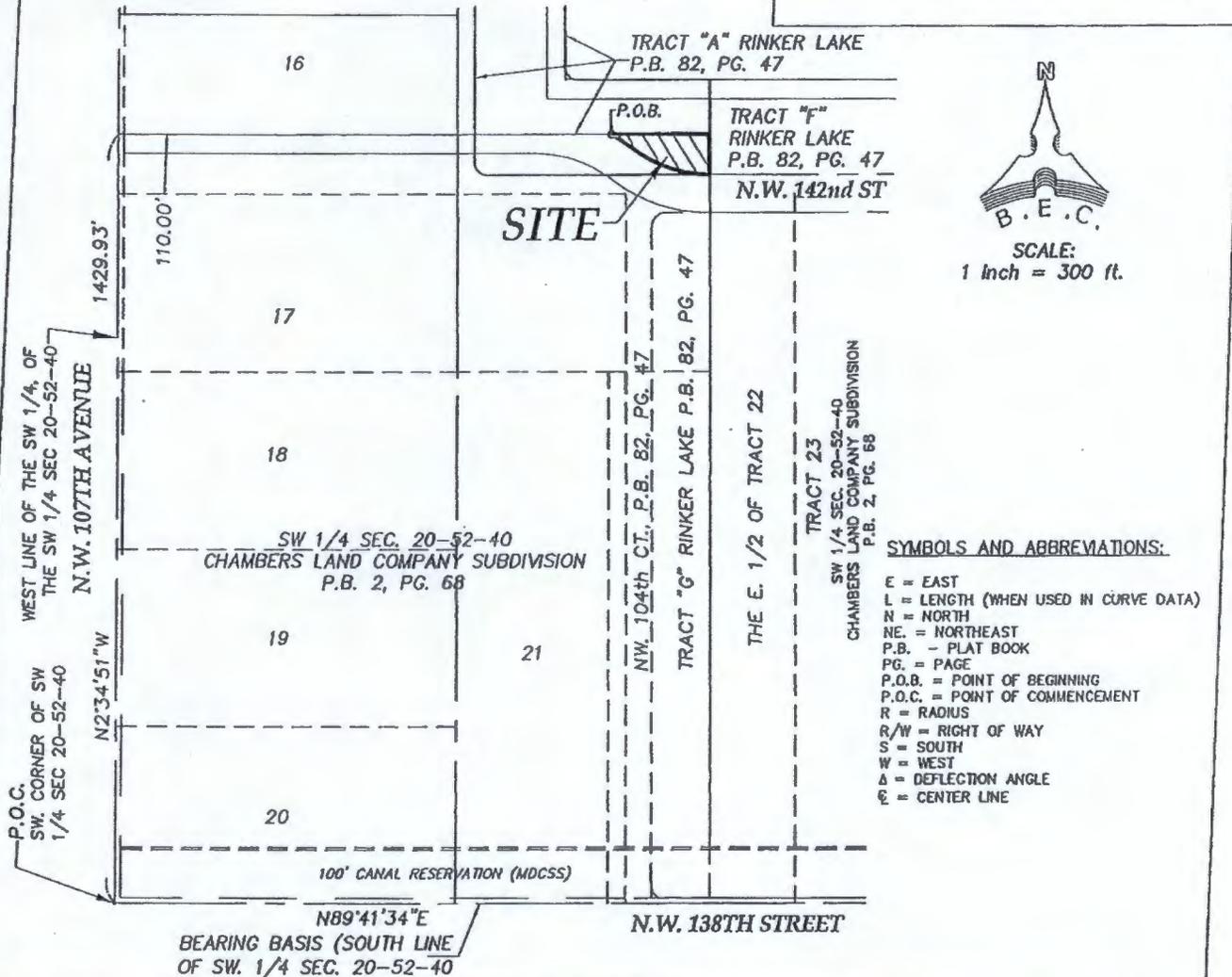
Witness my hand and official seal in the county and State last aforesaid this *27th* day of *March*, 2017

[Signature]
Notary Signature

Typed/printed name

My commission no:

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



SCALE:
1 inch = 300 ft.

SYMBOLS AND ABBREVIATIONS:

- E = EAST
- L = LENGTH (WHEN USED IN CURVE DATA)
- N = NORTH
- NE. = NORTHEAST
- P.B. = PLAT BOOK
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R = RADIUS
- R/W = RIGHT OF WAY
- S = SOUTH
- W = WEST
- Δ = DEFLECTION ANGLE
- ℄ = CENTER LINE

SURVEYOR'S NOTES:

- This Site lies in the Southwest 1/4 of Section 20, Township 52 South, Range 40 East, Miami-Dade County Florida.
- The bearings hereon are in reference to the South line of S.W. 1/4 Sec. 20-52-40..
- This site contains an area of 9,531 square feet or 0.22 acres more or less.
- Platted easements, if any, are not shown.
- This site was not abstracted for easements or Right-Of-Ways of record.
- Surveyor makes no statement as to ownership.

SURVEYOR'S CERTIFICATE:

I hereby certify that the attached "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" was prepared in accordance with the Standards of Practice for Surveying and Mapping, as set forth in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.

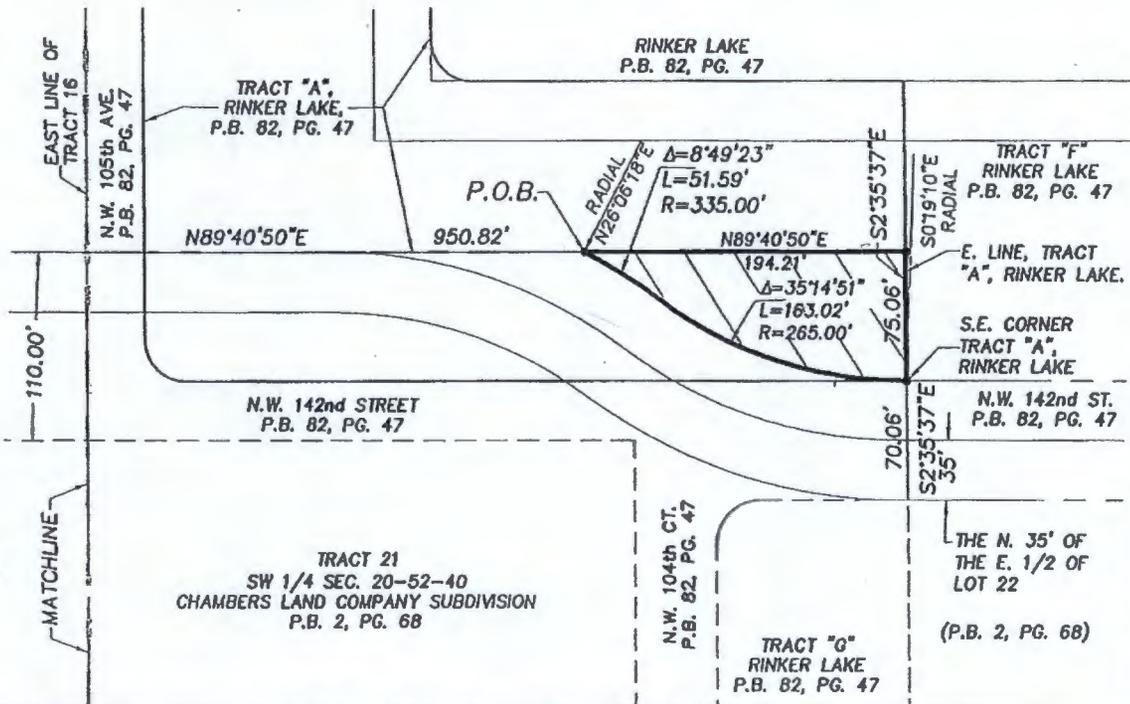
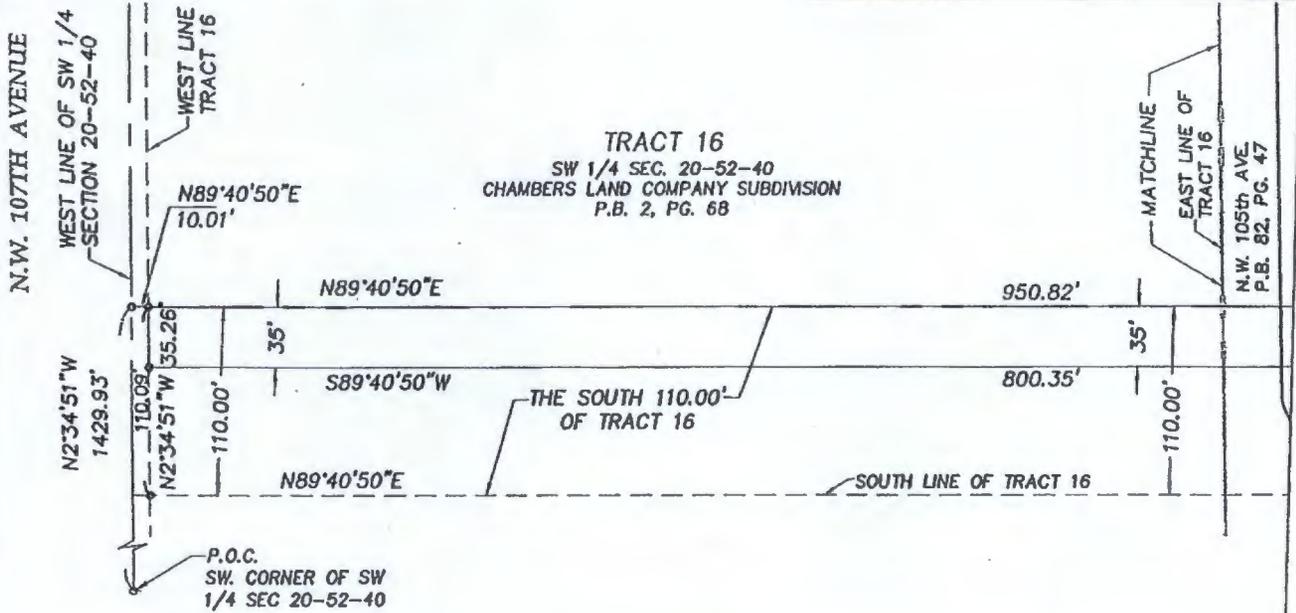
THIS IS NOT A SURVEY
Biscayne Engineering Company, Inc.
529 West Flagler Street, Miami, FL 33130
Tel. (305) 324-7671, Fax (305) 324-0809
State of Florida Department of Agriculture
LB-0000129
Date: 08-13-2015

Wolfgang S. Hueck
Professional Surveyor and Mapper No. 6519
State of Florida

BEC REF. Boundary Survey for S. R/W Line, Drawing #DC-6691, Order # 03-85037, dated 07-28-16			
NOTE: THIS DOCUMENT IS VALID ONLY WHEN ALL THE SHEETS ARE COMBINED FORMING THE COMPLETE DOCUMENT			
DRAWING: 2223-SS-14		CLIENT NAME: CITY OF HIALEAH	
DATE: 09-30-2015	BEC ORDER # 03-85101	DRAWN BY X.F.A.	SHEET 1 OF 3
BISCAYNE ENGINEERING COMPANY, INC. 529 WEST FLAGLER ST, MIAMI FL 33130		TEL (305) 324-7671, FAX (305) 324-1700 WWW.BISCAYNEENGINEERING.COM	



SKETCH TO ACCOMPANY LEGAL DESCRIPTION EXHIBIT "A"



BEC REF. Boundary Survey for S. R/W Line, Drawing #DC-5691, Order # 03-85037, dated 07-28-16

DRAWING: 2223-SS-14	CLIENT NAME: CITY OF HIALEAH		
DATE: 09-30-2015	BEC ORDER # 03-85101	DRAWN BY X.F.A.	SHEET 2 OF 3

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
EXHIBIT "A"**

LEGAL DESCRIPTION:

A portion of Tract "A" of RINKER LAKE according to the Plat thereof as recorded in Plat Book 82, Page 47 of the Public Records of Miami-Dade County, Florida, lying and being in the Southwest One-quarter (S.W. 1/4) of Section 20, Township 52 South, Range 40 East, City of Hialeah, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest One-Quarter of Section 20, Township 52 South, Range 40 East; thence proceed North 2°34'51" West along the West line of said Southwest One-Quarter of Section 20, for a distance of 1,429.93 feet to a point of intersection with a line, said line being parallel to and 110.00 feet North of the South line of said Tract 16 of the Southwest One-Quarter of Section 20; thence proceed North 89°40'50" East, along said parallel line for a distance of 10.01 feet to a point of intersection with the West line of said Tract 16 of the Southwest One-Quarter of Section 20; thence continue North 89°40'50" East along the previously described course, for a distance of 950.82 feet to the POINT OF BEGINNING; thence continue North 89°40'50" East, along the previously described course, for a distance of 194.21 feet to a Point of Intersection with the East line of said Tract "A" of Rinker Lake plat; thence proceed South 2°35'37" East, along said East line of Tract "A", for a distance of 75.06 feet to the Southeast corner of said Tract "A" of Rinker Lake; said point being the beginning of a circular-curve concave to the Northeast, a radial line to said point bears South 0°19'10" East, said curve having for its elements a radius of 265.00 feet, and a central angle of 35°14'51"; thence proceed Westerly and Northerly along the arc of said curve for a distance of 163.02 feet to a Point of Reverse-Curvature with a circular-curve concave to the Southwest, said curve having for its elements a radius of 335.00 feet, and a central angle of 8°49'23"; thence proceed Northerly and Westerly along the arc of said curve for a distance of 51.59 feet to the POINT OF BEGINNING.

BEC REF. Boundary Survey for S. R/W Line, Drawing #DC-6691, Order # 03-85037, dated 07-28-15

DRAWING:	2223-SS-14	CLIENT NAME:	CITY OF HIALEAH		
DATE:	09-30-2015	BEC ORDER #	03-85101	DRAWN BY	X.F.A.
				SHEET	3 OF 3



BISCAYNE ENGINEERING COMPANY, INC.
529 WEST FLAGLER ST, MIAMI FL 33130

TEL (305) 324-7671, FAX (305) 324-1700
WWW.BISCAYNEENGINEERING.COM