

ORDINANCE NO. 2018-108

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA ACCEPTING THE DEDICATION OF LAND IMPROVED WITH A LIFT STATION OF APPROXIMATELY 3,575 SQUARE FEET OR .082 ACRES IN AREA, SUBJECT TO AND APPROVING THE TERMS OF THE SPECIAL WARRANTY DEED ATTACHED AS EXHIBIT "1", FROM COUNTYLINE I LLC, A DELAWARE LIMITED LIABILITY COMPANY; 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 the improved parcel upon which Lift Station No. 04-206 was built as depicted in the Special Warranty Deed, Exhibit "1", and shall use the property for a public purpose; and

WHEREAS, the special warranty deed shall enable the City to perform any and all work needed to service and maintain the pump station, inclusive of all inter-connecting piping, and appliances.

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 the dedication of land of approximately 3,575 square feet or .082 acres in area and improvements thereon, as depicted in and subject to the terms of the special warranty deed attached as Exhibit "1" from Countyline I LLC, a Delaware limited liability company.

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All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.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

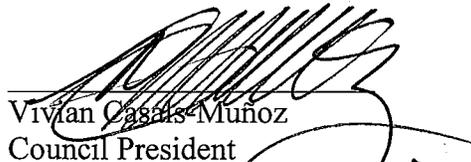
Section 5: Effective Date.

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 9 day of October, 2018.

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

Attest:

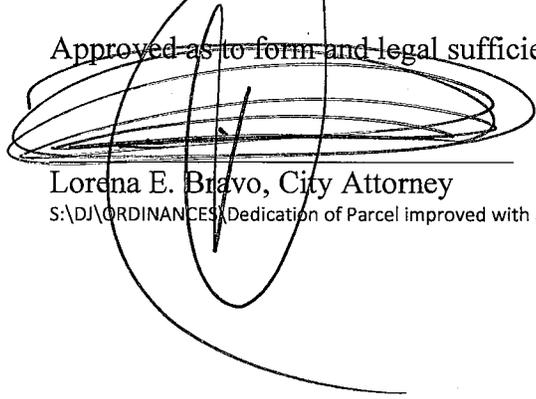

Vivian Casals-Munoz
Council President

Approved on this 15 day of October, 2018.


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, Zogby, Casals-Munoz, Caragol, Hernandez, and Garcia-Martinez voting "Yes" and with Councilmembers Cue-Fuente and Lozano absent.

THIS INSTRUMENT WAS PREPARED BY
AND WHEN RECORDED RETURN TO:

Margarita Martinez, Esq.
117 NE 1st Avenue, 11th Floor
Miami, FL 33132

Folio No.: 04-2017-002-0050

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made this day of _____, 201__, between COUNTYLINE I LLC, a Delaware limited liability company, whose address is 117 NE 1st Avenue, 11th Floor, Miami, Florida 33132 (“Grantor”) and CITY OF HIALEAH, a Florida municipal corporation, whose address is 501 Palm Avenue, Hialeah, Florida 33010 (“Grantee”).

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain and sell unto the Grantee and Grantee’s successors and assigns, the parcel of land described on **Schedule 1** hereto (the “Land”) situate, lying and being in the County of Miami-Dade (“County”), State of Florida.

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Real property taxes, assessments and special district levies for the year in which this conveyance occurs and for subsequent years;
2. Zoning and other regulatory laws and ordinances affecting the Land;
3. Those matters that would be disclosed by an accurate survey of the Land;
4. Easements, reservations, restrictions, rights of way, and other matters of record, if any, which shall not be reimposed by this conveyance; and
5. The following restriction and right of reversion:

The Land may be used only as a parcel of land on which the lift station more particularly described on **Exhibit A-1** attached hereto and made a part hereof shall be operated and maintained, and all incidental uses thereto, and for no other use or purpose whatsoever (which will be deemed to exclude all other permitted uses) (the foregoing permitted use is herein called the “Permitted Use”), and it is expressly provided that if the Permitted Use is abandoned or the Land is used in violation of these restrictions, the title to the Land shall, at the request of Grantor, its successors and/or assigns, be returned to Grantor, its successors and/or assigns. This reversionary interest will constitute a servitude in and upon the Land and every part thereof, and will run with the Land and inure to the benefit of and be enforceable by Grantor, its successors and assigns (as described hereinabove) and will

burden the Grantee and its successors and assigns. No failure to enforce any restriction, covenant, condition, obligation, reservation, right, power, or charge herein contained will in any event be deemed a waiver of the right to thereafter enforce any such restriction, covenant, condition, obligation, reservation, right, power or charge. These restrictions will remain in effect from the date of recording in the Public Records of the County for a term of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released by the Grantor or its successors or assigns through which release must be evidenced by a written termination executed by Grantor (which may be executed in Grantor's sole and absolute discretion) and recorded in the Public Records of Miami-Dade County, Florida.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

TO HAVE AND TO HOLD, unto Grantee, Grantee's heirs, successors and assigns in fee simple forever.

AND Grantor does hereby specially warrant the title to said Land and will defend the same against the lawful claims (excluding those arising out of the encumbrances and other matters described above) of any persons claiming by, through or under the Grantor, but none others.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by the undersigned on the day and year first above written.

Witness

Printed Name of Witness

**COUNTYLINE I LLC,
a Delaware limited liability company**

Witness

Printed Name of Witness

By: _____
Print Name: _____
Print Title: _____

STATE OF FLORIDA)
) ss.:
COUNTY OF MIAMI-DADE)

The foregoing Special Warranty Deed was acknowledged before me this ____ day of _____, 201__, by _____ as the Vice President of COUNTYLINE I LLC, a Delaware limited liability company; who () is personally known to me, or has () produced _____ as identification.

(Notary Seal)

Signature of Notary Public
Name: _____
My Commission Expires: