

ORDINANCE NO. 2021-054

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 2,925 SQUARE FEET, SUBJECT TO AND APPROVING THE TERMS OF THE SPECIAL WARRANTY DEED ATTACHED AS ATTACHMENT "1", FROM CCP CENTRAL LLC, A DELAWARE LIMITED LIABILITY COMPANY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; 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. 04-214 was built as depicted in the Special Warranty Deed, Attachment "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 lift 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 2,925 square feet and improvements thereon, as depicted in and subject to the terms of the special warranty deed attached as Attachment "1" from CCP Central 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All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

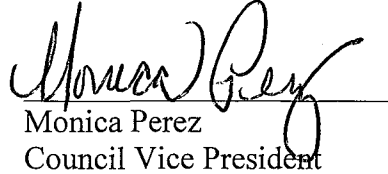
Section 3: Severability Clause.

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 4: 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 25 day of May, 2021.




Monica Perez
Council Vice President

Attest:

Approved on this 7 day of June, 2021.

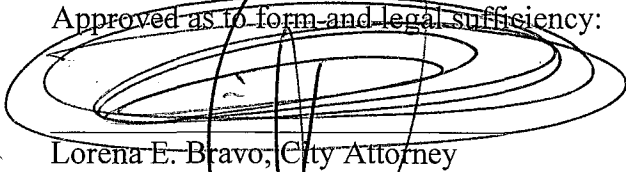


Marbelys Fatjo, City Clerk



Mayor Carlos Hernandez

~~Approved as to form and legal sufficiency:~~



Lorena E. Bravo, City Attorney

Ordinance was adopted by 4-0-3 vote with Councilmembers, Garcia-Roves, Hernandez, Perez and Zogby voting "Yes" and with Council President Tundidor, Council Member De la Rosa and Council Member Cue-Fuente absent.

**ATTACHMENT 1
DEED**

THIS INSTRUMENT WAS PREPARED BY
AND WHEN RECORDED RETURN TO:

Margarita Martinez, Esq.
700 NW 1st Avenue, Suite 1620
Miami, FL 33136

Folio No.: 04-2017-004-0020

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made this day of _____, 2021, between CCP CENTRAL LLC, a Delaware limited liability company, whose address is 700 NW 1st Avenue, Suite 1620, Miami, Florida 33136 (“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.

M. Santos
Witness

Mariela Santos
Printed Name of Witness

Paul Villanueva
Witness

PAUL VILLANUEVA
Printed Name of Witness

CCP CENTRAL LLC,
a Delaware limited liability company

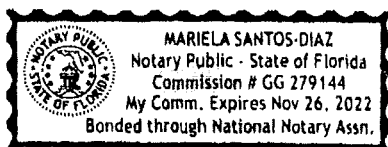
By: [Signature]
Margarita Martinez, Vice President

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

The foregoing Special Warranty Deed was acknowledged before me by means of physical presence or online notarization this 16th day of April, 2021, by Margarita Martinez, as the Vice President of CCP CENTRAL LLC, a Delaware limited liability company; who is personally known to me.

(Notary Seal)

M. Santos
Signature of Notary Public
Name: Mariela Santos
My Commission Expires:



SCHEDULE 1 TO DEED
LEGAL DESCRIPTION

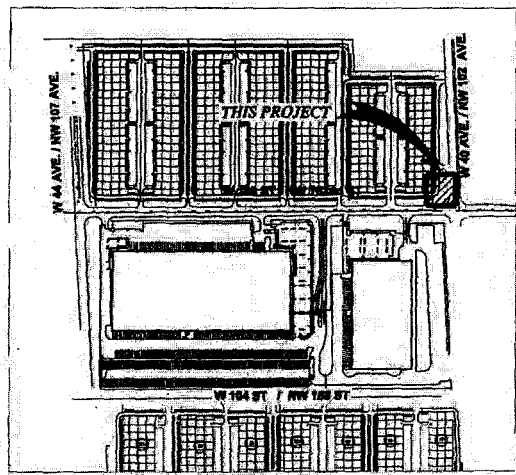
TRACT "B" OF COUNTYLINE CORPORATE PARK CENTRAL, ACCORDING TO THE
PLAT THEREOF RECORDED IN PLAT BOOK 175, PAGE 17, OF THE PUBLIC RECORDS
OF MIAMI-DADE COUNTY, FLORIDA

**EXHIBIT A-1 TO DEED
DESCRIPTION OF LIFT STATION**

COUNTYLINE CORPORATE PARK - PHASE III CITY OF HIALEAH, FLORIDA PUMP STATION AS-BUILT

SECTION 17 / TOWNSHIP 52 S / RANGE 40 E

ABBREVIATIONS	
AS-BUILT	AS-BUILT
CONCRETE	CONCRETE
IRON	IRON
STEEL	STEEL
WOOD	WOOD
BRICK	BRICK
GLASS	GLASS
PAINT	PAINT
ROOFING	ROOFING
LANDSCAPE	LANDSCAPE
UTILITIES	UTILITIES
MECHANICAL	MECHANICAL
ELECTRICAL	ELECTRICAL
PLUMBING	PLUMBING
HEATING	HEATING
Cooling	Cooling
Lighting	Lighting
Acoustics	Acoustics
Structural	Structural
Interior	Interior
Exterior	Exterior
Site	Site
Foundation	Foundation
Roof	Roof
Walls	Walls
Floors	Floors
Doors	Doors
Windows	Windows
Stairs	Stairs
Elevations	Elevations
Grading	Grading
Drainage	Drainage
Water	Water
Sewer	Sewer
Gas	Gas
Electric	Electric
Telephone	Telephone
Cable	Cable
Other	Other



LOCATION MAP
SCALE 1" = 500'

SHEET	DESCRIPTION
1	PUMP STATION AS-BUILT COVER SHEET
2	PUMP STATION AS-BUILT PLAN
3	PUMP STATION DETAILS

- NOTES**
1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF HIALEAH SPECIFICATIONS AND STANDARDS.
 2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF HIALEAH SPECIFICATIONS AND STANDARDS.
 3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF HIALEAH SPECIFICATIONS AND STANDARDS.
 4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF HIALEAH SPECIFICATIONS AND STANDARDS.
 5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF HIALEAH SPECIFICATIONS AND STANDARDS.
 6. THIS IS NOT A CONTRACT DOCUMENT.

CERTIFIED TO THE CITY OF HIALEAH (C.O.H.)
I, the undersigned, certify that the information contained herein is true and correct to the best of my knowledge and belief, and that I am a duly licensed Professional Engineer in the State of Florida.

Joseph L. Martis
Professional Engineer
No. 12345
State of Florida

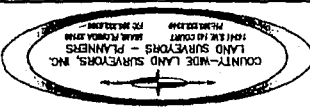


THIS DOCUMENT CONSISTS OF 3 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED VALID WITHOUT SHEET 1.

COUNTYLINE CORPORATE PARK - PHASE III
CITY OF HIALEAH, FLORIDA
PUMP STATION AS-BUILT COVER SHEET
SECTION 17 / TOWNSHIP 52 S / RANGE 40 E

DATE	BY	APP'D

1 of 3



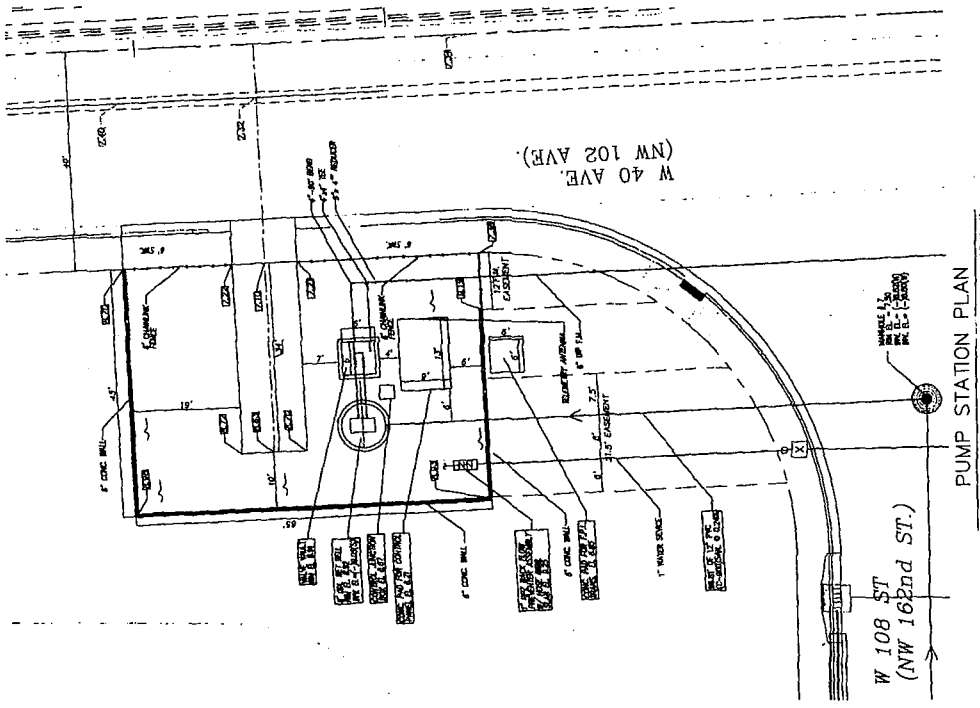
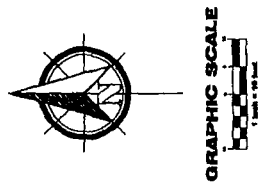
DATE	REVISION COMMENTS	BY	APP

SECTION 17, TWP. 52S, RGE. 40E
 W 44 AVE / NW 107 AVE. & W 104 ST / NW 158 ST.
 PUMP STATION AS-BUILT PLAN

CITY OF HALEAH, FLORIDA
 COUNTLINE CORPORATE PARK - PHASE III

COUNTY-WIDE LAND SURVEYORS, INC. 11 1/2 AVE. SE. PALM BEACH, FLORIDA 33409
 DATE: 2/21/2021
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT NO.: 2020-023

THIS DOCUMENT CONSISTS OF 3 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED VALID WITHOUT SHEET 1.



ATTACHMENT 2
TITLE AFFIDAVIT WITH OPINION OF TITLE

TITLE AFFIDAVIT

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

RE: SPECIAL WARRANTY DEED FOR LIFT STATION PARCEL IN PHASE III

BEFORE ME, the undersigned authority, personally Margarita Martinez ("Affiant"), in her capacity as the Vice President of CCP CENTRAL LLC, a Delaware limited liability company, ("Company") who, in her capacity as Vice President of the Company, being by me first duly sworn, says the following, as of the date hereof, to the best of Affiant's knowledge, information and belief:

1. That certain property more particularly described in **Exhibit A** hereto (the "Property") is owned by the Company.

2. That no work has been done for construction, alterations or improvements at the Property by or through the Company during the last ninety (90) days for which payment has not been made except in connection with improvements for which provisions have been made for payment.

3. That there are no matters pending against the Company that would rise to a mechanics' lien that would attach to the Property between the most recent effective date of the Opinion of Title delivered simultaneously with this Affidavit, which is attached hereto as **Exhibit B** (the "Opinion") and the date of this Affidavit.

4. That the Company has paid all municipal fees and charges which may result in a lien against the Property that are due and payable as of the date hereof or provisions have been made for payment, including any unpaid bills, liens or assessments for mowing, water, sanitary sewers, paving or other public utilities or improvements made by any government agency or department.

5. That the Company will promptly pay or discharge any liens, assessment, charges, taxes or fees or other municipal liens which appear on a municipal lien search which are liens for amounts due and payable as of the date of this Affidavit, with it being understood that the Company shall have no liability for any such charges as they apply after such date.

6. That there are no tenants or occupants in possession of the Property, other than the Company.

7. That from and after the most recent effective date of the Opinion until and through the recording of the Deed (the "Deed") of the Property from the Company to the City of Hialeah

(the "City"), the Company has not and will not execute any instrument that would adversely affect the title to the Property or prevent it from becoming vested in the City.

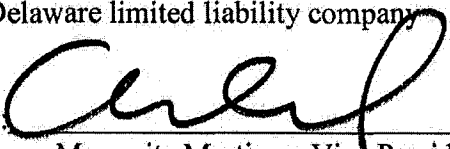
6. The Company is the fee simple owner of the Property.

7. The Company is active and in good standing, no proceeding is pending for its dissolution or termination and Affiant is its duly appointed Vice President with authority to bind the Company.


8. Affiant gives this Affidavit to the best of Affiant's knowledge, information and belief on individual knowledge and on behalf of the Company in the capacity as its Vice President, but Affiant shall have no personal liability under this Affidavit.

FURTHER AFFIANT SAYETH NOT.

CCP CENTRAL LLC,
a Delaware limited liability company

By: 
Margarita Martinez, Vice President

SWORN AND SUBSCRIBED TO BEFORE ME BY MEANS OF PHYSICAL PRESENCE
OR ONLINE NOTARIZATION THIS 16th day of April, 2021, BY
MARGARITA MARTINEZ, AS VICE PRESIDENT OF CCP CENTRAL LLC, A DELAWARE
LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME.


NOTARY PUBLIC

[SEAL]

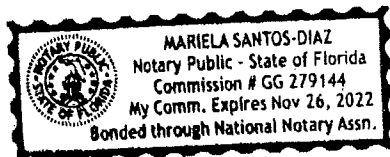


EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

TRACT "B" OF COUNTYLINE CORPORATE PARK CENTRAL, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 175, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT B
OPINION OF TITLE

OPINION OF TITLE
(Search No.: 21-893-6)

TO: City of Hialeah, Florida

With the understanding that this Opinion of Title is furnished to City of Hialeah, Florida, it is hereby certified that I have examined a complete "Abstract of Title" covering the period from the beginning to the 10th day of March 2021, at the hour of 11:00PM, inclusive, of the following described property.

Legal Description:

SEE EXHIBIT "A" ATTACHED

I am of the Opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

CCP Central LLC, a Delaware limited liability company (O.R. Book 31504, Page 441)

NOTE: For Limited Partnership or Joint Venture indicate comprising the Limited Partnership or Joint Venture and identify who is authorized to execute.

With Kolleen Cobb, VP Secretary or Margarita M Martinez, VP Asst. Secretary or Mauricio H. Anderson, VP, authorized to sign on behalf of CCP Central LLC, a Delaware limited liability company

Subject to the following encumbrances, liens and other exceptions:

RECORDED MORTGAGES: NONE

**RECORDED CONSTRUCTION LIENS,
CONTRACT LIENS AND JUDGMENTS: NONE**

GENERAL EXCEPTIONS: SEE ATTACHED

SPECIAL EXCEPTIONS: SEE ATTACHED

OPINION OF TITLE
(Search No.: 21-893-6)

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions.

Therefore, it is my opinion that the following party (ies) must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

<u>NAME</u>	<u>INTEREST</u>	<u>SPECIAL EXCEPTION NUMBER</u>
CCP Central LLC, a Delaware limited liability company	Fee Simple	N/A


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

<u>NUMBER</u>	<u>COMPANY CERTIFYING</u>	<u>NO. OF ENTRIES PERIOD COVERED</u>
1	Paramount Title Services, Inc.	15

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 proffered, recordable agreement.

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.

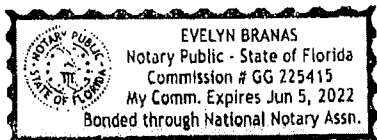
Respectfully submitted this 26th day of March 2021.

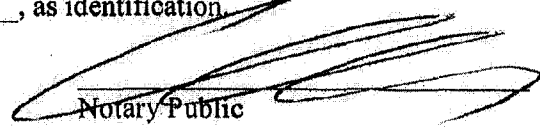


Eliana Leal, Esq.
Florida Bar No. 55328

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 26th day of March 2021, by Eliana Leal, who is personally known to me or has produced _____, as identification.





Notary Public

Evelyn Branas
Printed Name

My Commission Expires: _____

OPINION OF TITLE
(Search No.: 21-893-6)

EXHIBIT "A"

LEGAL DESCRIPTION:

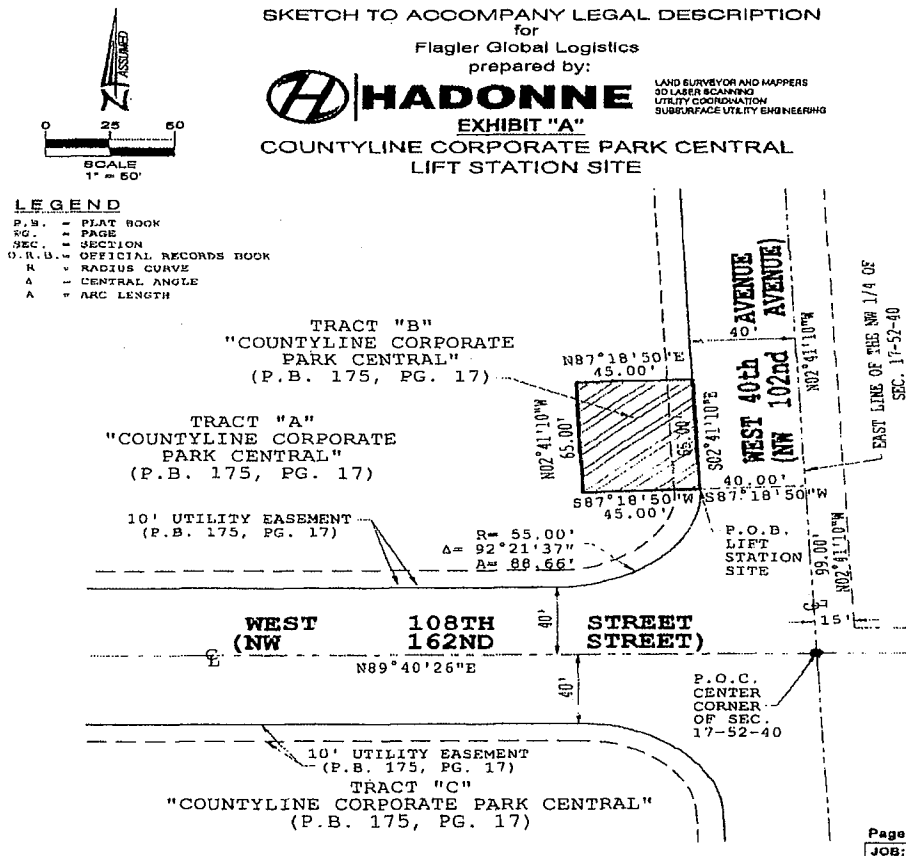
Tract "B" of "COUNTYLINE CORPORATE PARK CENTRAL", according to the plat thereof, as recorded in Plat Book 175, at Page 17, of the Public Records of Miami-Dade County, Florida.

ALSO KNOW AS:

A portion of Tract 24 of "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1", in Section 17, Township 52 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Center Corner of said Section 17; thence N02°41'10"W along the East Line of the Northwest 1/4 of said Section 17 for 99.00 feet; thence S87°18'50"W for 40.00 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence continue S87°18'50"W for 45.00 feet; thence N02°41'10"W for 65.00 feet; thence N87°18'50"E for 45.00 feet; thence S02°41'10"E along a line parallel with and 40 feet West of the East Line of the Northwest 1/4 of said Section 17 for 65.00 feet to the Point of Beginning.

Containing 2,925 Square Feet, more or less, by calculations.



OPINION OF TITLE
(Search No.: 21-893-6)

GENERAL EXCEPTIONS:

1. Taxes or assessments now or hereafter due.
2. Rights of persons other than the above owners who are in possession or with right to possession.
3. Encroachments, overlays, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
4. Any unrecorded laborer's, mechanic's, materialmen's, or municipal liens.
5. Any lien provided by Chapter 159, Florida Statutes, or provided by Miami-Dade County Ordinance NO. 84-10 in favor of any city, town, village, port authority, etc. for unpaid service charges for services by any water systems, sewer system, or gas systems serving the land described herein.
6. Zoning and other restrictions imposed by governmental authority.
7. Easements, or claims of easements, not shown in the public records.
8. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
9. Any unpaid charges due for waste, water and sewer services.

SPECIAL EXCEPTIONS:

1. EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND CONDITIONS SET FORTH ON PLAT OF **Florida Fruit Lands Company's Subdivision No. 1**, Plat Book 2, Page 17, Public Records Miami-Dade County, Florida.
2. EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND CONDITIONS SET FORTH ON PLAT OF **Countyline Corporate Park Central**, Plat Book 175, Page 17, Public Records Broward County, Florida.
3. **DEED:** The Trustees of the Internal Improvement Fund of the State of Florida TO Richard J. Bolles, dated December 24, 1908, filed January 7, 1909 in Deed Book 46, Page 240.
4. **DEED:** Board of Commissioners of Everglades Drainage District of the State of Florida TO T.J. Wisecarver, dated June 28, 1920, filed November 18, 1920 in Deed Book 236, Page 281.
5. **DEED:** Everglades Drainage District, a Florida body corporate TO State of Florida, dated September 15, 1950, filed October 5, 1950 in Deed Book 3344, Page 17.
6. **DEED:** State of Florida through the Trustees of the Internal Improvement Fund of the State of Florida TO Trustees of the Internal Improvement Fund of the State of Florida, dated December 15, 1950, filed February 23, 1951 in Deed Book 3403, Page 185.

OPINION OF TITLE
(Search No.: 21-893-6)

7. **DEED:** Trustees of the Internal Improvement Fund of the State of Florida TO Guido Caserta and Virgenmina R. Caserta, his wife, Melvin J. Robinson and Harriet Robinson, his wife, E.C. Segert and Ruth M. Segert, his wife, dated February 13, 1958, filed February 24, 1958 in O.R. Book 696, Page 454.
8. **QUIT CLAIM DEED:** Trustees of the Internal Improvement Fund of the State of Florida TO Philip H. Young, as Trustee under Trust Agreement dated March 19, 1967, dated September 3, 1969, filed September 29, 1969 in O.R. Book 6584, Page 380.
9. **RELEASE OF RESERVATIONS:** South Florida Water Management District, a Florida public corporation TO D. Varona, as Trustee, dated November 9, 1989, filed January 18, 1990 in O.R. Book 14400, Page 1049.
10. **RELEASE OF RESERVATIONS:** South Florida Water Management District, a Florida public corporation TO FDG Beacon Countyline LLC, a Delaware limited liability company, dated February 11, 2010, filed March 10, 2010 in O.R. Book 27209, Page 3694
11. **RELEASE OF RESERVATIONS:** South Florida Water Management District, a Florida public corporation TO FDG Beacon Countyline, LLC, a Delaware limited liability company, dated February 11, 2010, filed March 10, 2010 in O.R. Book 27209, Page 3699.
12. **RELEASE OF RIGHT OF ENTRY AND EXPLORATION FOR PHOSPHATE, MINERALS, METALS AND PETROLEUM RESERVATIONS AND RELEASE OF CANAL RESERVATION:** Board of Trustees of the Internal Improvement Trust Fund of the State of Florida TO FDG Beacon Countyline, LLC, a Delaware limited liability company, dated March 12, 2010, filed March 29, 2010 in O.R. Book 27231, Page 1887.
13. **BOARD ORDER:** Miami-Dade County Environmental Quality Control Board TO FDG Countyline LLC, Countyline I LLC, Countyline 2 LLC, and FDG BN Expansion LLC, dated June 28, 2017, filed August 1, 2017 in O.R. Book 30635, Page 4821.
14. **MEMORANDUM OF AGREEMENT:** Countyline I LLC, Countyline 2 LLC, Countyline Building 4 LLC, FDG Countyline LLC, FDG BN Expansion LLC, each a Delaware limited liability company AND Duke Realty Limited Partnership, an Indiana limited partnership, dated June 19, 2018, filed June 20, 2018 in O.R. Book 31022, Page 3803.