

AN ORDINANCE AUTHORIZING AND EMPOWERING THE MAYOR AND THE CITY CLERK OF THE CITY OF MIAMI BEACH, IN THE NAME OF SAID CITY, AND FOR AND ON ITS BEHALF, TO PURCHASE THE WATER WORKS SYSTEMS NOW OWNED, OPERATED AND MAINTAINED IN SAID CITY BY THE ALTON BEACH REALTY COMPANY AND THE MIAMI OCEAN VIEW COMPANY, TO EXECUTE ALL CONTRACTS NECESSARY TO EFFECTUATE SAID PURCHASE, AND PRESCRIBING THE TERMS, CONDITIONS AND PROVISIONS OF SUCH PURCHASE.

SECTION 1. That, in order to supply the City of Miami Beach with a system of water works for the use of said City, and the inhabitants thereof, the Mayor and City Clerk of the City of Miami Beach, in the name of said City, and for and on its behalf, be and they are hereby authorized, empowered and directed:

(a) To purchase from The Alton Beach Realty Company, a Corporation of Florida, at the price and on the terms and conditions as hereinafter set out, the water works system of said corporation, now owned, operated and maintained by it in the City of Miami Beach, including all wells, pumps, machinery, water mains, hydrants and other equipment and apparatus appertaining thereto, and now in any manner used in connection therewith, ^{including the right to enter upon any other real estate now owned by said corporation for the purpose of maintaining and making necessary repairs to said water system, or any part thereof} including the fee simple title to all that real estate situate in the City of Miami Beach, in Dade County, Florida, described as follows, to-wit:

From a concrete monument situate at the intersection of the North line of Lincoln Road and the West line of Alton Road, as shown, marked and designated on a plat recorded in Plat Book No. 4, at page 125, of the public records of Dade County, Florida; thence run East along the North line of said Lincoln Road produced Eastwardly, a distance of twelve hundred and fifty (1250) feet; thence run North along a line parallel with the West line of said Alton Road produced Northwardly, a distance of Eight hundred and Seventy (870) feet, for a point of beginning of the land herein described; thence North along said last named line a distance of sixty-five (65) feet; thence East on a line parallel with the North line of said Lincoln Road produced Eastwardly, a distance of one hundred and fifty (150) feet; thence South along a line parallel with said West line of Alton Road produced a distance of sixty-five (65) feet; thence West on a line parallel with the North line of said Lincoln Road a distance of One Hundred and Fifty (150) feet to the point of beginning, containing twenty-two one-hundredths of an acre. (0.22) more or less.

it being understood, however, that said purchase shall not include the well, pump and accessories now owned by the said corporation and used in connection with the operation of its building and business known as "the Casino", situate in said City, and owned by said corporation.

(b) To purchase from The Miami Ocean View Company, a Corporation of Florida, at the price and on the terms and conditions as hereinafter set out,

the water works system of said corporation now owned, operated and maintained by it in the City of Miami Beach, together with all wells, pumps machinery, water mains, hydrants and other equipment and apparatus appertaining thereto ^(including the right to enter upon any other real estate now owned by said corporation for the purpose of maintaining and making necessary repairs to said water) and now in any manner used in connection therewith, and also including the fee simple title to all that real estate situate in the City of Miami Beach, in Dade County, Florida, described as follows, to-wit:

Lot Numbered Fourteen (14) of Block Numbered Sixty-nine (69) as the same is shown, marked and designated on a Plat of Ocean Beach, Florida, Addition No. 3, recorded in Plat Book 2, at page 81 of the Public Records of Dade County, Florida.

(c) To duly and formally execute, in the name of said City, and for and in its behalf, all contracts in writing, necessary to fully effectuate the intentions of this Ordinance.

SECTION 2. That, Subject to all the terms, conditions and provisions, as hereinafter set out, the purchase price of the said property to be purchased by said City from said The Alton Beach Realty Company is hereby fixed at Forty Thousand (\$40,000.00) Dollars, which purchase price shall be paid as follows, - to-wit:

(a) By ^{Paying} ~~the delivery~~ to the said The Alton Beach Realty Company of ~~certain bonds of the City of Miami Beach, heretofore duly authorized for the purpose of providing for public water service for said city, of the par value of Ten Thousand (\$10,000.00) Dollars,~~ ^{the sum} ~~in cash~~

(b) By the execution and delivery to the said The Alton Beach Realty Company of the unconditional obligation of said City to pay to said The Alton Beach Realty Company the further sum of Thirty Thousand (\$30,000.00) Dollars, in ten (10) annual installments of Three Thousand (\$3,000.00) Dollars each, due respectively, on or before one, two, three, four, five, six, seven, eight, nine and ten years from the date of the passage of this Ordinance, together with interest thereon at the rate of six (6%) per cent per annum, on all deferred payments from said date until paid, payable semi-annually. Said obligation shall also include a promise to pay the reasonable attorneys' fees of said corporation, in case it shall hereafter become necessary for said corporation to resort to litigation in order to collect any amount or amounts due thereunder.

SECTION 3. That, subject to all the terms, conditions and provisions as hereinafter set out, the purchase price of the said property to be purchased by said City from said The Miami Ocean View Company, is hereby fixed at Thirty-five Thousand (\$35,000.00) Dollars, which purchase price shall be paid as follows:

(a) By ~~the delivery~~ ^{paying} to the said The Miami Ocean View Company of ~~certain bonds of the said City of Miami Beach, heretofore duly authorized for the purpose of providing public water service for said City, of the par value of Ten Thousand (\$10,000.00) Dollars.~~ ^{the sum} *in cash.*

(b) By the execution and delivery to the said The Miami Ocean View Company of the unconditional obligation of said City to pay to said The Miami Ocean View Company the further sum of Twenty-five Thousand (\$25,000.00) Dollars, in ten (10) annual installments of Twenty-five Hundred (\$2,500.00) Dollars each, due, respectively, on or before one, two, three, four, five, six, seven, eight, nine and ten years from the date of the passage of this Ordinance, together with interest thereon at the rate of six (6%) per cent per annum on all deferred payments from said date until paid, payable semi-annually. Said obligation shall also include a promise to pay the reasonable attorneys' fees of said corporation in case it shall hereafter become necessary for said corporation to resort to litigation in order to collect any amount or amounts due thereunder.

SECTION 4. That the payment of the unpaid balance of said indebtedness due to said The Alton Beach Realty Company, and amounting to the aggregate principal sum of Thirty-Thousand (\$30,000.00) Dollars, and the payment of the unpaid balance of said indebtedness due to said The Miami Ocean View Company, and amounting to the aggregate principal sum of Twenty-five Thousand (\$25,000.00) Dollars, (~~after the delivery of said bonds~~), shall be secured by a first mortgage upon all the property, real, personal and mixed described herein, and upon any and all extensions of said water systems hereafter made by said City, which mortgage shall be duly and legally executed by said Mayor and City Clerk, in the name of said City, and for and on its behalf, in favor of said The Alton Beach Realty Company, and said The Miami Ocean View Company, as their respective interests therein may appear, and shall contain all other stipulations, condi-

by virtue of any judicial proceedings, shall cause the said above described and conveyed real estate to immediately revert to the Grantor, its successors or assigns, and shall entitle the Grantor, its successors or assigns, to immediately enter upon said property without notice, and take possession of the same, with full title, in fee simple, together with all improvements thereon."

SECTION 6. That, as a part of the consideration for said conveyance of said property, said City shall enter into a written obligation with said The Alton Beach Realty Company and the said The Miami Ocean View Company, providing that said City will carry out and perform any and all existing and pending agreements heretofore made by either of said corporations with any other party covering the installation and completion of water connections to the property line of lots in said City heretofore owned and sold by either of said corporations, ^{and provided further that said City in entering upon any of the real estate owned by either of said corporations, for the purpose of repairing or maintaining said water systems as now existing, or any part thereof, shall do so without damage to either of said corporations, their successors or assigns.}

SECTION 7. That this Ordinance shall become effective upon its adoption by the City Council, and upon its being posted for a period of thirty days, as required by law.

SECTION 8. That all ordinances, or parts of ordinances, of the City of Miami, ^{Beach} Florida, now in force and in conflict herewith, are hereby repealed.

Passed and adopted this first day of October ~~September~~, 1919.

Chas. R. Meloy
acting President of City Council.

ATTEST:

J. J. Paucova
City Clerk.

Approved this first day of October ~~September~~, 1919.

Thos J Paucova
Mayor.

15000⁰⁰ North Emergency Board

ORDINANCE

127

IN RE:

PURCHASE WATER WORKS SYSTEMS

BY

THE CITY OF MIAMI BEACH.

Oct. 1, 1919

LAW OFFICES

SHUTTS, SMITH & BOWEN

MIAMI, FLORIDA

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