

REMETERING AGREEMENT

THIS AGREEMENT is made and entered into this 17 day of November, 2020, by and between the City of Lauderhill, a municipal corporation with principal offices located at 5581 West Oakland Park Boulevard, Lauderhill, Florida 33313 (hereinafter "CITY") and Veronique Julien, (hereinafter "OWNER"), to provide for remetering of water meters on the property known as LDC ESTATES 75-31 B LOT 13 BLK 6 located at 5881-5883 NW 23 STREET LAUDERHILL FL 33313, (hereinafter "PROPERTY").

WHEREAS, the City Commission of the City of Lauderhill passed Ordinance No. 000-5-28 amending The Code of Ordinances Section 21-46 to allow a property owner, pursuant to express written agreement only, to install individual water meters, in order to separately bill each Individual User based upon actual consumption; and

WHEREAS, OWNER is the lawful owner of the PROPERTY described above; and

WHEREAS, OWNER desires to install individual water meters for each Unit (hereinafter "SUBMETERS") on the PROPERTY;

WHEREAS, REMETERING shall mean the resale of water service by use of a SUBMETER by an OWNER at a rate or charge which does not exceed the OWNER'S actual purchase price from the CITY; and

NOW, THEREFORE, in consideration of the terms and conditions, provisions, covenants and promises hereinafter set forth, the Parties agree that:

1. The foregoing Whereas clauses are true and correct and are hereby incorporated herein by reference thereto.

2. The CITY consents to the use of REMETERING on the subject PROPERTY, subject to the limitations set forth in this Agreement, in Chapter 21 of the Code of Ordinances of the City of Lauderhill, in any Federal, State, and Local Law or Administrative Rule, the South Florida Building Code, all as may be amended from time to time, the American Water Works Association ("AWWA"), and any applicable developer's agreement for the PROPERTY.

3. OWNER is solely responsible for all costs associated with the REMETERING of the water meters on the PROPERTY, including, but not limited to, the cost of the installation of all water SUBMETERS and associated plumbing and shall obtain all required permits prior to the installation of same.

4. The use of SUBMETERS shall be limited to the purpose of allocating the direct cost of water and sewer service to Individual Users, and should be billed at a rate consistent with the rate billed by the City, as provided in Section 21-47 of the City Code, as may be amended from time to time. At no time shall the OWNER be permitted to charge an Individual User more than the actual direct cost of the water and sewer consumption by that Individual Unit.

5. OWNER will read the SUBMETERS on a periodic schedule and use the readings to determine the water use among the Individual Units, and others who shall be lawfully entitled to receive same.

6. OWNER shall test and inspect all SUBMETERS within the time intervals recommended by the American Water Works Association ("AWWA") for the applicable size and type of SUBMETER, by a facility that is accredited and in compliance with AWWA Standards. In addition, SUBMETERS shall be tested for accuracy of flow rates and test flow quantities in accordance with applicable AWWA Standards. No SUBMETER shall be placed into service unless it has been tested by a certified testing facility to comply with AWWA Standards for accuracy. OWNER agrees to perform a test of the accuracy of a SUBMETER upon reasonable request by the CITY.

7. OWNER is strictly prohibited from charging rates greater than those charged by the CITY. However, in addition to the direct costs of the water and sewer services provided to the Individual User, the OWNER shall be entitled to charge a nominal fee to the Individual User to compensate for actual costs to the OWNER for preparation of billing and paperwork as can be justified by the OWNER. The CITY reserves the right, but not the obligation, to audit the prorated bills distributed to the Individual Users to verify that the aggregate amount charged to the Individual Users is not greater than the direct amount charged to the OWNER by the CITY. OWNER agrees to supply billing information to the CITY as requested.

8. OWNER shall pay CITY an annual fee of Five Dollars (\$5.00) per unit on the PROPERTY for monitoring and auditing said REMETERING system as

necessary. Said PROPERTY being composed of 2 units, which results in a total annual fee due in the amount of \$ 10. This annual fee is due by October 30th each year. Upon thirty (30) days written notice, the CITY reserves the right to increase this annual fee if the CITY's direct cost to provide its services under this Agreement increases.

9. OWNER shall distribute information regarding the REMETERING to all Individual Users who will receive distributed utility bills. Included in that information will be the name and phone number of the appropriate OWNER'S representative to whom all billing inquiries can be directed.

10. Upon reasonable request of an Individual User, OWNER shall make the following available for the Individual User's inspection:

- a. the direct billing from the CITY to the OWNER for the current month and the twelve (12) preceding months.
- b. the calculation for the billing for the current month and the twelve (12) preceding months.
- c. All SUBMETER readings and user billings for the Individual Unit for the current month and the twelve (12) preceding months.
- d. All SUBMETER test results for the Individual Unit for the current month and the twelve (12) preceding months.

11. OWNER shall abide by all provisions set forth in Chapter 21 of the Code of Ordinances of the City of Lauderdale, any Federal, State, and Local law or Administrative Rule, and the South Florida Building Code, all as may be amended from time to time, the American Water Works Association, and any applicable developer's agreement for the PROPERTY.

12. This AGREEMENT can be revoked at any time by the CITY for failure of the OWNER to comply with any provision of this Agreement, at which time OWNER shall immediately cease and desist all REMETERING activities. In addition, should OWNER fail to comply with any provision of this Agreement, the OWNER shall be fined at a rate of Two Thousand Five Hundred Dollars (\$2,500.00) per day per violation. Should OWNER fail to cure said violation within forty-five days after receipt of written notice by the CITY of said violation, the CITY shall have the right to remove all REMETERING devices from the PROPERTY. Said notice shall be deemed effective five (5) days after mailing. The CITY shall not be liable for any costs associated with

the removal of said REMETERING devices and shall not be responsible for the reconnection or reinstallation of any such devices. OWNER shall reimburse CITY for the actual costs incurred by the CITY to remove said devices. OWNER shall not be permitted to continue REMETERING activities until the CITY has issued a written notice that said violation has been satisfactorily cured.

13. The CITY shall in no way be liable or responsible for any problems with the water or sewer services which are caused by the REMETERING of the PROPERTY; OWNER shall solely bear all related responsibility and costs in order to ensure the prompt provision of water and sewer services to the Individual User.

14. The OWNER, its officers, directors, members, employees, volunteers, assistants, agents, successors, and assignees shall be an independent contractor and at no time shall be considered an employee or agent of the CITY. The OWNER hereby agrees at no time to represent or cause to be represented that they are employees or agents of the CITY.

IN WITNESS WHEREOF, the Parties have made and executed this Re-metering Agreement on the respective dates indicated below.

CITY OF LAUDERHILL

Attest:



City Manager, Desorae Giles-Smith

City Clerk
Andrea Anderson

Date: 11/18/2020

OWNER

5881-5883 NW 23 ST LAUDERHILL FL 33313

(Print Name of Property)



(Signature of Owner/Duly Authorized Representative)

Vernique Melcien

(Print Name of Owner/Duly Authorized Representative)

Date: 11-17-2020

Witness:

Phinola Amos

(Signature)



(Print Name)



Site Address	5881-5883 NW 23 STREET, LAUDERHILL FL 33313	ID #	4941 26 11 0580
Property Owner	JULIEN, VERONIQUE	Millage	1912
Mailing Address	5881-5883 NW 23 ST LAUDERHILL FL 33313	Use	08
Abbr Legal Description	L D C ESTATES 75-31 B LOT 13 BLK 6		

The just values displayed below were set in compliance with **Sec. 193.011, Fla. Stat.**, and include a reduction for costs of sale and other adjustments required by **Sec. 193.011(8)**.

* 2021 values are considered "working values" and are subject to change.

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2021	\$31,200	\$212,890	\$244,090	\$244,090	
2020	\$31,200	\$212,890	\$244,090	\$244,090	\$7,023.46
2019	\$31,200	\$190,330	\$221,530	\$143,230	\$5,095.93

2021 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$244,090	\$244,090	\$244,090	\$244,090
Portability	0	0	0	0
Assessed/SOH	\$244,090	\$244,090	\$244,090	\$244,090
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$244,090	\$244,090	\$244,090	\$244,090

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
5/6/2019	DRR-T		115799742	\$3.00	10,399	SF
5/6/2019	WD-Q	\$267,000	115788112			
6/16/1997	WD	\$87,500	26610 / 245			
6/1/1988	WD	\$83,000	15506 / 824			
12/1/1987	WD	\$25,000				
Adj. Bldg. S.F. (Card, Sketch)						1918
Units						2
Eff./Act. Year Built: 1989/1988						

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
19								
R								
2								

This Document Prepared By/Record & Return To:

David T. Seif, Esq.
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Galleria Professional Building
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Fort Lauderdale, FL 33304
Ph: (954) 564-0811

File No.: 14755

*****Corrective Warranty Deed*****

This Warranty Deed, Made this 6th day of May, 2019, between **Olivia Bradford, a single woman**, whose post office address is **7891 NW 53rd Court, Lauderhill, FL 33351**, grantor, and **Veronique Julien, a single woman**, , whose post office address is **5881-5883 NW 23rd Street, Lauderhill, FL 33313** grantee.

(Whenever used herein the terms "grantor" and "grantee" include all parties to this instrument and the heirs, legal representatives, and assigns of individuals and assigns or corporations, trusts and trustees)

Witnesseth that the said grantor, for and in consideration of the sum of TEN DOLLARS (\$10) DOLLARS, and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said grantee and grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Broward State of **Florida** to wit:

Lot 13, Block 6, L.D.C. Estates, according to the plat thereof as recorded in Plat Book 75, Page 31, Public Records of Broward County, Florida.

a/k/a: 5881-5883 NW 23rd Street, Lauderhill, FL 33313

Parcel ID No.: 4941 26 11 0580

***** The Subject Property conveyed herein is NOT the homestead of the Grantor nor contiguous thereto as her legal domicile is located at 7891 NW 53rd Court, Lauderhill, FL 33351 *****

Subject to covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year **2019** and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

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

To Have and to Hold, the same in fee simple forever.

And the grantors here covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

***** This Deed is being recorded to correct the Warranty Deed dated May 6th, 2019, recorded on May 7, 2019 as Instrument Number 115788112, 3 Pages, in the Public Records of Broward County, Florida. The second witness signature was not included in the original recording.**

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

David Seif
Print Name: David Seif
Witness

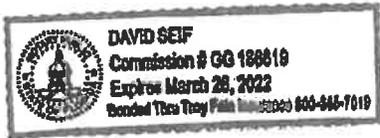
Olivia Bradford (seal)
Olivia Bradford

Dante Fuentes
Print Name: Dante Fuentes
Witness

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on this 6 day of May, 2019 by Olivia Bradford, who
[] are personally known to me or who [] ~~has~~ produced their FL DL as identification.

[Notary Seal]



David Seif
Notary Public
Print Name: David Seif
My Commission Expires: 3/26/22

