

Holland & Knight

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March 3, 2022

Via E-mail: mark.berman@copbfl.com

Mark Berman, City Attorney
City of Pompano Beach
100 W Atlantic Blvd
Pompano Beach, FL 33060

Re: Release of Sewer Agreement Regarding Pompano Park Racetrack

Dear Mark:

In connection with the redevelopment of the Pompano Park Racetrack property, now known as "Pompano LIVE!", the enclosed 1964 Sewer Agreement has been identified as a potential cloud on title. Since this agreement is quite antiquated, we are hereby requesting that the City agree to formal termination and mutual release of this agreement. Enclosed is a draft "Termination of Sewer Agreement" for your consideration. Please advise if you require any further information to process this request.

Best regards.

Sincerely yours,

HOLLAND & KNIGHT LLP

Debbie M. Orshefsky

Debbie M. Orshefsky

R-64214

79-188070

CITY OF POMPANO BEACH
Broward County, Florida

SEWER AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of June, A.D. 1964, by and between the CITY OF POMPANO BEACH, FLORIDA, a municipal corporation of the State of Florida, hereinafter called the "City", and SOUTH FLORIDA HARNESS RACEWAYS, INC., and TOURIST ATTRACTIONS, INC., both Florida corporations, hereinafter collectively referred to as the "Track";

JUN 21 1964 9:32

W I T N E S S E T H:

WHEREAS, the Track has requested the City to allow the Track to connect with the City's sewer system presently being installed but not yet in use, and when said system is put into use to dispose of the Track's sewage into said system; and,

WHEREAS, the City desires to allow the Track to tie into the existing City line on Atlantic Boulevard Extension at about Northwest Eleventh Avenue at such time as the sewer system is operable, upon certain conditions being met by the Track;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The Track agrees to use the City's sewage disposal system exclusively for the Track's disposition of sewage (not including any disposed of by the Track's septic tanks), and the City does hereby agree to allow the Track to tie in to its existing City sewer line on Atlantic Boulevard Extension at or about Northwest Eleventh Avenue at such time as the City's Sewer system is put into operation.

2. The plans and specifications for the installation and construction of the Track's sewer system and the connection thereof into the City's sewer system shall meet the approval of the City Engineer and shall be in accordance with the usual City specifications.

3. A portion of the sewer lines to be installed by the Track to connect with the City's sewer lines shall be located on public property and/or rights-of-way. It is agreed that the City hereby grants permission to the Track to enter upon said public

RETURN TO: CHARLOTTE LUNZ, CITY CLERK
CITY OF POMPANO BEACH
P. O. BOX 1300
POMPANO BEACH, FLA. 33061



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rights-of-way for the purpose of installing said sewer lines and it is further mutually agreed between the parties that upon installation thereof and when put in use, the Track shall convey to the City by Bill of Sale Absolute those sewer lines so installed on public property and/or rights-of-way. The City agrees to maintain all such lines so conveyed and any and all installations such as lift stations, force mains, and necessary appurtenances thereto, if any, necessarily installed in connection therewith. The Track shall retain ownership of all lines established by it on the Track's property, including such lift stations, force mains and any and all necessary appurtenances thereto, and maintain same.

4. In employing the use of the City's sewage disposal system, the Track shall be subject to the same provisions, penalties, etc., as regular City users are and the use thereof shall be subject to applicable ordinances as now or subsequently enacted, existing ordinances being incorporated herein by reference and made a part of this Agreement. It is agreed, however, that the rates to be charged the Track by the City for the use of said system constitutes the sole exception to the foregoing, unless otherwise provided herein.

5. It is mutually agreed that only water metered and used from the water system of the City of Pompano Beach shall be put into the sewer system by the Track.

6. The Track shall install, at its expense, and pay for a water meter at the grandstand located on the Track's property. As the sewage rate established hereby, the Track shall pay a sum equal to one hundred percent (100%) of the water bill for water running through such meter. The maintenance of said meter shall be the responsibility of City at the expense of the Track and the City shall have the right of reasonable access to read and maintain said meter, subject to rules and regulations of the Florida Racing Commission.

7. In the event that all the lands owned by the Track within an area bounded on the north by Atlantic Boulevard Extension; on the east by the Seaboard Airline Railroad Tracks; on the south by the Cypress Creek Canal; and on the west by Powerline Road, are incorporated within the corporate limits of the City and become a part thereof within one (1) year from the date hereof,

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the City will repay to the Track the cost of the sewer installation, and all appurtenances thereto, constructed upon lands owned by the Track in the aforesaid area, at the rate of ten percent (10%) of the yearly collections received by the City pursuant to this Agreement; provided, however, that any such repayment shall be expressly contingent upon the City first meeting all obligations of any existing bonds or any bonds issued hereafter in any manner affecting or dependent upon the revenues of the City's sewer system. The aforesaid 10% of the yearly collections shall be payable as follows:

(A) The estimate of costs of the sewer installation to be made upon lands owned by the Track, as approved by the City Engineer, in the amount of \$ 29,963.96, is hereby established as the amount to which the Track may be entitled to be reimbursed by the City as provided above.

(B) Commencing with the date of this contract, the City shall place 10% of its sewer collections from the Track into a special account. Said special account shall be maintained for a minimum period of one (1) year from the date of this contract or for such longer period as may be required herein by virtue of the annexation of the Track's lands within one (1) year from the date hereof as provided above.

(C) Commencing on the 1st day of January following the incorporation of the lands of the Track into the City, the City will pay the Track any sums set aside under Paragraph (B) above and will continue such yearly collections and payments for a period not exceeding ten (10) years from the date the first revenues were collected, or until the Track has been reimbursed for the entire amount provided for in Paragraph (A) above, whichever occurs first. It is expressly understood that no further payments will be made by the City to the Track for the sewer lines and appurtenances covered by this Agreement if the Track has not been reimbursed in full at the end of the ten (10) year period provided for herein.

(D) In the event of the incorporation of the lands of the Track into the City as provided for above, the Track will deed to the City, by appropriate conveyances, title to all chattels and personal property comprising the sewer system then in existence upon said lands, and all appurtenances thereto, and a minimum of a

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utility easement over, under and across all such lands where said system may be located, and thereafter the City shall fully maintain same.

(E) In the event of the incorporation of the lands of the Track into the City as provided for above, the rates provided for in this Agreement shall be modified so that they are in accord with rates charged similar enterprises within the territorial limits of the City, it being further understood that upon such annexation, the water rate for the Track shall be the same as that charged for similar users within the territorial limits of the City.

8. The City agrees that in the event any connection or tie-in shall be requested of the City on lines installed by the Track pursuant to this Agreement, such tie-in shall be made at City's expense and only with the mutual consent of the Track and the City and in any event in such a manner as not to unduly burden the sewer system or service to the Track. If and in the event any of the facilities covered by this Agreement are required to be relocated for any reason whatsoever, the Track shall bear the cost of relocating any facilities owned by it and the City will pay the cost of relocating any facilities conveyed to it by the Track pursuant hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.



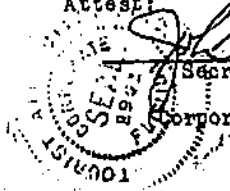
CITY OF POMPANO BEACH, FLORIDA
By: Harold S. Hart
Mayor
Approved as to form: [Signature]
City Attorney

CITY OF POMPANO BEACH, FLORIDA
By: [Signature]
City Manager
(Seal)

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TOURIST ATTRACTIONS, INC.
By: [Signature]
President
Attest: [Signature]
Secretary
(Corporate Seal)

SOUTH FLORIDA HARNESS RACEWAYS, INC.
By: [Signature]
President
Attest: [Signature]
Secretary
(Corporate Seal)



(Corporate Seal)
OF DUNWOD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR