

**ADDENDUM NO. 2**

**TO THE SANITARY SEWER AGREEMENT**

**BETWEEN TOWN OF LAUDERDALE-BY-THE-SEA AND THE CITY OF POMPANO BEACH**

THIS ADDENDUM, dated 28th day of February 2023, is entered into between the TOWN OF LAUDERDALE-BY-THE-SEA ("TOWN") and THE CITY OF POMPANO BEACH "CITY"), in consideration of the mutual benefits, terms, and conditions hereinafter specified. Following adoption and execution by the parties, this Addendum No. 2 shall constitute part of the June 14, 2005 Sanitary Sewer Agreement between the TOWN and the CITY as well as Addendum No. 1, dated July 27, 2008.

**WHEREAS**, in 2005 the TOWN and the CITY entered into an Agreement whereby the TOWN would plan, design and construct, in phases, a sanitary sewer system within an area commonly referred to as the North Beach area and comprised of the Terra Mar Island, Bel Aire, Sunset Lane, and Palm Club neighborhoods ("Project"); and

**WHEREAS**, on completion of each phase of the project, the completed phase would be connected to the CITY's existing sanitary sewer system and thereafter be serviced by the CITY's ordinances and fee schedules; and

**WHEREAS**, on July 27, 2008, the parties agreed to modify the scope of the Project to exclude the Palm Club neighborhood consisting of 119 units in the TOWN, and executed Addendum No. 1 to delete all references to the Palm Club neighborhood from the Sanitary Sewer Agreement between the TOWN and the CITY, which released each party of its respective obligations to the other as it related to the planning, design construction, maintenance, operation, and funding of a sanitary sewer system for the Palm Club neighborhood; and

**WHEREAS**, in 2017, the TOWN settled litigation with Palm Yacht and Beach Club, Inc. seeking the TOWN's construction of a sanitary sewer system in the Palm Club neighborhood, and the settlement agreement became effective following court approval in 2019; and

**WHEREAS**, the proposal to extend the sanitary sewer system manner was coordinated between the staffs of the parties prior to approval of the settlement, such that the parties, without written agreement, essentially agreed to modify the Sanitary Sewer Agreement to include, again, the Palm Club neighborhood (119 units) within its scope; and

**WHEREAS**, in/on August 9, 2022, the TOWN completed the design and construction of the sanitary sewer system in the Palm Club neighborhood, and the CITY has since operated and maintained the entire sanitary sewer system in the Palm Club neighborhood; and

**WHEREAS**, the TOWN and the CITY now desire to formally convey all interests, rights, and responsibilities relating to the ownership of the sanitary sewer system, including all pipes, lines, manholes, lifts stations, force mains and other required appurtenances thereto to collect and deliver the waste flow from the TOWN to the CITY.

**NOW, THEREFORE, BOTH PARTIES AGREE AS FOLLOWS:**

1. The above referenced "Whereas" clauses are true and correct and made part of this Addendum No. 2.
2. Notwithstanding Addendum No. 1, the Town has designed and completed a sanitary sewer system that extends throughout the Palm Club neighborhood that is consistent with the terms of the Sanitary Sewer System.
3. The TOWN agrees that there is hereby granted to the CITY, its successors and assigns, the right, privilege or franchise to construct, maintain and operate in, under, upon, over and across the present and future easements, streets, alleys, rights-of-way and public ways of the TOWN and its successors in accordance with established practice with respect to the sewer collection system including all the sewer mains, pipes, connections, manholes, fittings, pumps, lift stations and any and all other additional equipment or appurtenances of any nature necessary to effect a sewer collection system for the purpose of providing sewer collection services to the TOWN and its successors, inhabitants thereof, to specifically serve the Palm Club territory as described in the Sanitary Sewer Agreement.
4. The TOWN further agrees that the sanitary sewer system shall be subject to and in accord with the CITY's present and future ordinances, including City permits and inspection fees that the TOWN shall pay for, and shall be in accord with usual City inspection.
5. In all other respects, the original Sanitary Sewer Agreement between the TOWN and the CITY dated June 14, 2005 is hereby ratified, reaffirmed and shall remain in full force and effect as provided by its terms.
6. Each person signing this Addendum No. 2 on behalf of either party individually warrants that they have full legal power to execute this Addendum No. 2 on behalf of the party for whom they are signing, and to bind and obligate such party with respect to all provisions contained in this Addendum.

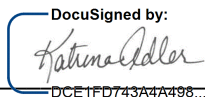
IN WITNESS OF THE FOREGOING, the parties have set their hands and seals this 28th day of February, 2023.

**TOWN OF LAUDERDALE BY-THE-SEA**



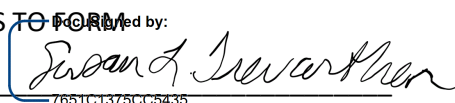
Mayor Chris Vincent

Attest:

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Town Clerk Katrina Adler

APPROVED AS TO FORM

DocuSigned by:  
  
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Town Attorney Susan L. Trevarthen

Authorized by Town Resolution No. 2023-14 on the 28th day of February 2023.

**CITY OF POMPANO BEACH**

\_\_\_\_\_  
Mayor Rex Hardin

\_\_\_\_\_  
City Manager Greg Harrison

Attest:

\_\_\_\_\_  
City Clerk Kervin Alfred

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney Mark Berman

Authorized by City Resolution No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.