

**This instrument was prepared by:**

Stephanie Toothaker, Esq.  
401 East Las Olas Boulevard, Suite 130-154  
Fort Lauderdale, Florida 33301

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**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

THIS **FIRST AMENDMENT TO DEVELOPMENT AGREEMENT** (this "**First Amendment**") is entered into as of the \_\_\_ day of \_\_\_\_\_, 2024, by and among: (i) the **City of Fort Lauderdale**, a Florida municipal corporation (the "**City**"); and (ii) **Tavistock Development Company, LLC**, a Florida limited liability company ("**Tavistock**"), **P66 Land Trust, LLC**, a Florida limited liability company, as trustee under the provisions of that certain Land Trust Agreement (as the same may be modified, amended, restated and supplemented from time to time) dated as of January 15, 2020, known as Trust Number P66-2020 ("**P66 Land Trust**"), **Pier 66 Parking, LLC**, a Florida limited liability company ("**Pier 66 Parking**"), and **Sails Ventures, LLC**, a Florida limited liability company ("**Sails**"). Tavistock, P66 Land Trust, Pier 66 Parking and Sails are collectively referred to herein as the "Developer Parties" or "Developer".

**WITNESSETH:**

**WHEREAS, P66 Land Trust is the successor in interest to Pier 66 Ventures, LLC** under the Development Agreement (as defined below), pursuant to that certain Conveyance Deed to Trustee under Land Trust Agreement dated January 15, 2020 and recorded January 15, 2020, at Instrument No. 116289955 of the Public Records of Broward County, Florida, **and** is subject to **the terms of the** Development Agreement (as the same may be amended) as Pier 66 Ventures, LLC would have been prior to such conveyance; and

**WHEREAS,** the City and the Developer Parties are subject to that certain Development Agreement, approved by the City pursuant to the Florida Local Government Development Agreement Act, Chapter 163.3221, *et seq.*, Florida Statutes ("**Act**"), and recorded on September 21, 2018, at Instrument No. 115338030 of the Public Records of Broward County, Florida, (the "**Development Agreement**"); and

**WHEREAS,** terms capitalized but not otherwise defined in this First Amendment shall have the meanings given to them in the Development Agreement; and

**WHEREAS,** the Development Agreement governs the redevelopment of the Pier 66 Parcels in the City; and

**WHEREAS**, the Developer Parties are the owners of the property comprising the Pier 66 Parcels, as more particularly described on **Exhibit A** to this First Amendment (the "**Property**"); and

**WHEREAS**, the City and the Developer Parties have deemed it advisable and in their collective best interest to amend the Development Agreement on the terms and conditions hereinafter set forth in this First Amendment; and

**WHEREAS**, the City has conducted the appropriate public hearings pursuant to Section 163.3225, Florida Statutes; and

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by the parties as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. Effective Date. The effective date of this First Amendment shall be the date upon which this First Amendment is recorded in the Public Records of Broward County, Florida.
3. Amendments to Development Agreement. The Development Agreement is hereby amended as follows:

- A. Recital "H" of the Development Agreement is hereby amended in its entirety to read as follows:

"The Parties desire that the Pier 66 Parcels shall be recognized as one development site for all purposes related to the development of the Pier 66 Parcels (provided the Developer and the owner(s) of record execute and record a Declaration of Unity for Development), including, without limitation: (i) traffic flow generally within one Pier 66 Parcel or from one Pier 66 Parcel to the other; (ii) requirements and calculations for parking, open space, landscaping and other related development standards; (iii) signage; (iv) liquor licenses; and (v) the sharing and free transfer of residential density, development intensity and uses within one Pier 66 Parcel, including to another use within that Pier 66 Parcel, or between the Pier 66 Parcels, even if Pier 66 North and Pier 66 South are developed in phases under one or more approved site plans, in accordance with the conversion table set forth herein; and"

- B. Recital "I" of the Development Agreement is hereby amended in its entirety to read as follows:

"Although the Pier 66 Parcels may file individual development permit applications and obtain development permits in phases for portions of the Pier 66 Parcels, as set forth in Section 7.1.8, and may be subdivided and conveyed and financed as multiple parcels over time, including through a condominium, cooperative and/or other collective form of ownership, the Developer intends to develop and provide for the operation of the Pier 66

Parcels as one unified plan of development consistent with the City's current ULDR, Commercial Land Use Designation, Comprehensive Plan and Current Zoning (as hereinafter defined); and"

- C. Section 4 of the Development Agreement is hereby amended in its entirety to read as follows:

4. "One Development. The Parties desire to recognize Pier 66 North and Pier 66 South as one development site for all purposes related to the development of the Pier 66 Parcels, including, without limitation: (i) traffic flow generally within one Pier 66 Parcel or from one Pier 66 Parcel to the other; (ii) requirements and calculations for parking, open space, landscaping and other related development standards; (iii) signage; (iv) liquor licenses; and (v) the sharing and free transfer of residential density, development intensity and uses within one Pier 66 Parcel, including to another use within that Pier 66 Parcel, or between the Pier 66 Parcels, even if Pier 66 North and Pier 66 South are developed in phases under one or more approved site plans. To effectuate the foregoing, the Developer and the owner(s) of record shall execute and record a Declaration of Unity for Development, in a form and substance acceptable to the City Manager, who shall approve on behalf of the City (which acceptance shall not be unreasonably withheld, delayed or conditioned). The City agrees that, subject to complying with the development standards contained in this Development Agreement, the Pier 66 Parcels may be conveyed and/or financed as one or more parcels, and, as such, legal title to the Pier 66 Parcels (or portions thereof) and/or any improvements now or hereafter located thereon may be owned and held by multiple owners so long as the development of the Pier 66 Parcels complies with such development standards. The City further agrees that any such conveyance or financing of one or more parcels comprising the Pier 66 Parcels may be effectuated through a condominium, cooperative and/or other collective form of ownership, including "vertical subdivisions", i.e., the creation of separate parcels within a building that are vertically located, in whole or in part, on or over the same land, and described by three-dimensional legal descriptions included in a recorded declaration of covenants, easements and restrictions (or similar legal instrument).

If the Developer or any TS Entity desires to transfer a permitted use of one Pier 66 Parcel to another permitted use in that Pier 66 Parcel or to the other Pier 66 Parcel, that change in use shall be subject to a reduction or increase in the density or intensity associated with such transferred use as set forth in the conversion table below at paragraph 4.1(a)."

- D. The first paragraph of Section 4.1(a) of the Development Agreement is hereby amended to read as follows:

"4.1 (a) TRIPS. The City agrees that the uses, densities and intensities may be exchanged, moved across and transferred within the Pier 66 Parcels so long as the trips do not exceed the totals for the Vested Improvements (unless additional mitigation satisfactory to the City is provided by the Developer to address the project's impacts on any transportation infrastructure deemed to be deficient by the City) pursuant to the Trip Generation Equivalency Table provided below which was prepared based upon ITE, Trip Generation Model, 10<sup>th</sup>

Edition, and which Table shall be updated by the City in conformance with any updates to the ITE Trip Generation Model:"

E. Section 7.1.4 of the Development Agreement is hereby amended to read as follows:

"Upon the City's issuance of Final Certificates of Occupancy for any new development within the Pier 66 Parcels, parking shall meet the standard provided in the ULDR or Developer shall have obtained a parking reduction from City as contemplated by the ULDR. City agrees that approved parking requirements may be met by using parking across both Pier 66 North and Pier 66 South. Additionally, City agrees that parking requirements may be moved across the Pier 66 Parcels. The utilization of parking facilities on Pier 66 South to fulfill the parking requirements of uses on Pier 66 North, or vice versa, shall not necessitate the execution of an off-site parking agreement, as the Pier 66 Parcels are recognized as one development site as provided in Section 4."

F. Section 7.1.6 (Architectural Review) of the Development Agreement is hereby deleted in its entirety and shall be replaced with the following: "**7.1.6. Reserved**". All subsequent sections will retain their original numbering.

G. Section 7.1.8 of the Development Agreement is hereby amended in its entirety to read as follows:

"This Agreement extends the Blackstone Pier 66 North Approval and the Sails Parcel Approval to the term of this Agreement, however, Developer agrees to not seek any extensions to the Blackstone Pier 66 North Approval or the Sails Parcel Approval beyond the term of this Agreement through any additional Executive Order approval(s) that may be otherwise available to Developer. Notwithstanding the foregoing in the event of termination of this Agreement, the existing expiration dates for the Blackstone Pier 66 North Approval and the Sails Parcel Approval shall govern, without any limitation on extensions that may be available by Executive Order or otherwise.

Developer further agrees that (i) if any new or modified site plan approval (or phased approvals) is granted by the City that applies to the Pier 66 North property (and after the conclusion of any appeal periods), Developer will release its vested right to construct the prior site plan contained in the Blackstone Pier 66 North Approval and (ii) if any new or modified site plan approval (or phased approvals) is granted by the City that applies to the Pier 66 South property (and after the conclusion of any appeal period), Developer will release its vested right to construct the prior site plan contained in the Sails Parcel Approval. Notwithstanding the foregoing, any such release of the prior site plan approvals shall apply only to that specific area modified and shall not have the effect of releasing any allocated density, intensity or capacity from the Vested Improvements which shall remain in place for the term of this Agreement. Additionally, the City's approval of any temporary use, such as but not limited to a temporary parking lot or valet parking lot, or special event permit (which are specifically recognized as permitted temporary uses subject to the ULDR and City Code provisions governing temporary uses and special events) on either Pier 66 North or Pier 66 South shall not have the effect of amending or terminating prior site plan approvals on either Pier 66 North or Pier 66 South.

For the avoidance of doubt, and to ensure consistency with this Development Agreement and the ULDR, applications to the City for any future development permit application, such as but not limited to a site plan approval or site plan amendment application, covering only a portion of Pier 66 North or Pier 66 South shall require the signature of the Developer and the owner(s) of record only of such portion. As to any owner(s) required to sign or join in a development permit application under the preceding sentence that has been submitted to the condominium form of ownership or another collective ownership structure, then such development permit application shall be signed by the condominium association, property owners' association or other entity governing such condominium or collective ownership structure in lieu of the individual unit, parcel or lot owners or their mortgagees, provided the governing document(s) of such condominium association, property owners' association or other entity governing such condominium or collective ownership structure authorizes such association or other entity to sign on behalf of the individual unit, parcel or lot owners or their mortgagees.

- H. Section 8.1 of the Development Agreement is hereby amended in the second paragraph to read as follows:

“Developer further agrees that, prior to the occurrence of both (a) receipt of any Certificate of Occupancy for the restored Pier 66 Tower and the balance of the attached hotel and (b) the allocation of any remaining unallocated Reserved Units (as defined in Section 9.2) (excluding any units allocated to Pier 66 North under the Level III site plan approved for Pier 66 North under Case No. PL-R18073), the Developer at its expense shall diligently seek historic landmark designation of the portion of the Pier 66 Tower as described herein, and once the application is filed, timely seek historic landmark designation from the City for the Pier 66 Tower. Historic landmark designation will be sought on the exterior envelope of the Tower portion of the building only, as the current building at the base of the Tower and the podium were added many years after the Tower and are not considered historic. Nothing herein shall prohibit the City from issuing any Temporary Certificates of Occupancy for any new principal structure constructed on Pier 66 North prior to the historic landmark designation of the Pier 66 Tower. Final Certificates of Occupancy shall be permitted to be granted by the City for any new principal structure constructed on Pier 66 North prior to achieving Temporary or Final Certificate of Occupancy for the Pier 66 Tower renovation provided that the Pier 66 Tower has been designated as a historic landmark designation for the area described herein. Notwithstanding the foregoing and without limitation hereby, any temporary use of the Pier 66 North property or modifications to the marina on Pier 66 North or the renovation of the Pelican Bar or Panorama Ballroom shall not be considered the construction of a new principal structure for the purposes hereof.”

- I. Section 8.2 of the Development Agreement is hereby amended in its entirety to read as follows:

“8.2. Community Benefits. Developer proposes and agrees to provide certain public benefits including, but not limited to, a publicly accessible "Marina Promenade" or "Promenade" connecting the Pier 66 North parcel through property owned by FDOT (as defined in Section 10) (under the 17<sup>th</sup> Street Causeway Bridge) to the Pier 66 South parcel,

along with portions of Pier 66 North and Pier 66 South, with the specific intention to increase the public access to the waterway by ensuring cross pedestrian access between the properties. Such Promenade shall be maintained by the Developer at its cost and expense. Notwithstanding the forgoing, any increased public access to Pier 66 North and Pier 66 South parcels, on the Developer Parties' privately owned portions of the Promenade, shall be subject to reasonable rules and regulations promulgated by the Developer in its discretion, including but not limited to restrictions for access, maintenance and repair, security and hours of operation. To the extent that the Marina Promenade is made available to the public, the City agrees that the Pier 66 Parcels remain private and any "open container" or similar alcohol restriction laws shall not be enforced on the Marina Promenade, provided that the Developer Parties and/or any of their respective tenants have obtained any applicable state and local licenses to sell alcoholic beverages on their respective premises. Developer also proposes to work with City to provide a boat slip for a City of Fort Lauderdale police or fire boat and work with the City for a sublease of the FDOT parcel for a pedestrian access promenade under the 17<sup>th</sup> Street Causeway Bridge. Any Developer obligation regarding the FDOT Parcel (as defined in Section 10) portion of the Marina Promenade contained herein shall only be enforceable against Developer during the term of any land lease, sublease, or maintenance agreement to which Developer is a party for the use of the FDOT Parcel property under the 17<sup>th</sup> Street Causeway Bridge as part of the Promenade.

If FDOT rejects Developer's proposal to develop the FDOT Parcel property under the 17<sup>th</sup> Street Causeway Bridge as part of the Promenade, after Developer's reasonable good faith efforts to obtain same, such failure to control the FDOT Parcel property under the 17<sup>th</sup> Street Causeway Bridge shall not be deemed a default under this Agreement. However, if City is able to secure a conveyance of the FDOT Parcel property in the name of City with authorization to use the FDOT Parcel for the Marina Promenade as contemplated herein, the City and Developer shall enter into a right-of-way maintenance agreement or other similar agreement for said property that, among other terms, is consistent with the terms of the FDOT conveyance to the City, complies with local, state, and federal law, and provides an exhibited site plan of the area and improvements attached thereto.

8.2.1 The Marina Promenade, as it pertains to any of Developer Parties' privately owned portions of Pier 66 North and Pier 66 South, shall, prior to achieving a certificate of occupancy of each respective portion, and prior to the opening of any such portion of the Marina Promenade for public access, be subject to a covenant and restriction that the Promenade will be and remain an open space boardwalk with landscaping and other amenities (to be determined through the specific site plan approvals and building permits including but not limited to DRC, Planning and Zoning Board and City Commission (if required pursuant to the ULDR), all of which are specifically not being granted herein by the City) and shall remain reasonably available for access and use by the public, from dawn to dusk ("Permitted Times") which will expressly allow the non-exclusive use of the Promenade by general members of the public; subject always however, to the following continuing conditions and limitations:

- (i) The non-exclusive use of the Promenade on the Pier 66 North and Pier 66 South parcels by general members of the public shall not create, and shall never be construed or interpreted to create, a dedication to the public; notwithstanding the foregoing however, members of the public shall have non-exclusive use of the Promenade solely for ingress and egress over the Promenade for pedestrian traffic, subject to the provisions of this Paragraph;
- (ii) The Developer shall have the exclusive ability to restrict or prevent access to the Promenade to any specific member(s) of the public as they may deem appropriate to avoid loitering, creating a nuisance, restricting access during certain times as exceptions to the Permitted Times ("Special Functions") and/or otherwise violating the rules and regulations adopted with respect to the Promenade and Developer retains at all times the right and ability to seek to enforce the foregoing and laws related to trespass;
- (iii) The Promenade shall not be, nor shall it ever be by reason of provisions of this Agreement a public forum, limited public forum, or any other type of public forum as may exist now or in the future for purposes of the exercise of rights pursuant to the First Amendment to the United States Constitution and any companion provision under the Florida Constitution.
- (iv) The Promenade and its use shall be and remain subject to rules and regulations as Developer may reasonably impose, provided any such additional rules beyond those contained herein shall be approved in advance by City;
- (v) The use of the Promenade by the public shall be limited to Permitted Times, other than during Special Functions;
- (vi) Developer may reasonably limit use or preclude use of the general members of the public on the Promenade for Special Functions;
- (vii) Developer shall have the right (but not the obligation) to conduct such surveillance and security functions and activities as the Developer deems appropriate;
- (viii) Use of the Promenade shall be subject to temporary disruption as Developer may reasonably designate in connection with activities Developer conducts, such as construction or repairs, the Boat Show and other activities conducted on portions of the Pier 66 Parcels;
- (ix) Use of the Promenade shall be in its then "AS IS" condition and any party using the Promenade does so at their own risk;
- (x) The frontage road north and south of the bridge shall remain connected and open for vehicular, bike and pedestrian traffic;

(xi) A site plan for that portion of the Promenade within the Pier 66 North property that was required to be part of the first phase of development of the Pier 66 Parcels, and was submitted to the City by the required date of January 3, 2019, and approved on June 15, 2019, Case No. PL-R18073 (as amended), as part of the site plan for Pier 66 North. Construction of this portion of the Promenade on the Pier 66 North property shall be completed with the renovation of the Pier 66 Tower, and shall be required, as a pre-condition, to obtain any permits on any structures built on the Pier 66 South parcel. Subject to FDOT's approval, a site plan for the Promenade on the FDOT Parcel property, including any changes proposed to the parking under the bridge, and for the Pier 66 South parcel shall be included in the site plan for the first phase of development of the Pier 66 South property. The Promenade on the Pier 66 South property shall be completed prior to the issuance of any Certificate of Occupancies on any structure on the Pier 66 South property. The Developer Parties' obligation to construct any portion of the Promenade on the FDOT Parcel is subject in all cases to obtaining authorization from FDOT, either from FDOT directly to the Developer or from FDOT through the City, in the form of a lease, sublease, or maintenance agreement, for the Developer Parties' use of the FDOT Parcel for the Promenade. Notwithstanding the foregoing and without limitation hereby, any temporary use or modifications to the marina or upland property on the Pier 66 Parcels or any renovation of the Pelican Bar or the Panorama Ballroom shall not be considered in the first phase of development for the purposes hereof."

J. Section 9.2 of the Development Agreement is hereby amended in its entirety to read as follows:

"9.2 Impact & Reservation Fees. The Developer shall receive impact fee credits for any buildings formerly demolished or approved for demolition, which shall reduce any impact fees payable on new buildings approved for construction within the Pier 66 Parcels.

It is agreed to and acknowledged by the parties hereto that the intent of the Development Agreement was to designate a property eligible for historic designation per Section 8.1, and that the incorporation of a historically designated property within a phased project such as Pier 66 is typically more costly and difficult than newly constructed developments without preservation as a requirement. In various provisions of the City of Fort Lauderdale Comprehensive plan, designation of eligible structures is encouraged, including under Goal 2 of the Historic Preservation Element of the City's Comprehensive Plan, where the City is encouraged to provide "...incentive opportunities to further the City's historic preservation goals." Therefore, as an incentive to enter into this Development Agreement, and as clarified by the First Amendment to the Development Agreement, in order to encourage the local landmark designation of the property eligible for historic designation (the Pier 66 Tower as described herein ), the City provided the Developer an opportunity to reserve 575 residential units (the "**Reservation Units**") for the Pier 66 Parcels at a cost of \$2,500.00 (Two Thousand Five Hundred and 00/100 Dollars) per Reservation Unit (the "**Reservation Fees**").

The City acknowledges that the Developer has made payment to the City of the Reservation Fees in full, in the amount of \$1,437,500.00 (One Million Four Hundred Thirty-Seven Thousand Five Hundred and 00/100 dollars), equivalent to 575 Reservation Units.

The Developer has allocated 105 Reservation Units to Pier 66 North per the amended approved site plan (Case No. PL-R18073). Subject to landmark designation of the Pier 66 Tower as referenced in Section 8.1 and the recordation of the Declaration of Unity for Development as referenced in Section 4, the City affirmatively acknowledges the unallocated remainder of the 470 remaining Reservation Units to be reserved for immediate allocation use, solely on Pier 66 North and Pier 66 South, with no ability to transfer off-site, for the entire term of the Development Agreement, subject to specific site plan approvals and building permits, including, without limitation, Development Review Committee (DRC), Planning and Zoning Board and City Commission approval, as may be applicable in each case. Said Reservation Units shall expire at the end of the term of the Development Agreement if unallocated to permitted structures via site plan approval.

During the term of this Development Agreement and provided the Developer is not in default hereunder, the Reservation Fees may be used by Developer to pay future impact fees, building permit fees or other fees of the City for the development of the Pier 66 Parcels. Notwithstanding, any Reservations Fees shall be applied at the "then prevailing rates" of the City at the time of the Developer's allocation of reservation fees towards any such future impact fees, building permit fees or other fees, after such fees are charged by the City. Upon expiration of this Agreement or upon any uncured default of the Developer after notice and expiration of any applicable cure period, any unused Reservation Fees and Reservation Units shall be forfeited by the Developer.

Additionally, (i) if the Developer terminates this Development Agreement during the Termination Period (as hereinafter defined), or (ii) upon written notice to the City by the Developer, the Developer may request a release of any remaining Reserved Units, then the Developer shall have a credit for any unused Reservation Fees corresponding to such released Reserved Units to apply to any fees charged by the City in the future for development on the Pier 66 Parcels. Any credits shall be applied at the "then prevailing rates" of the City at the time any such future development fees are charged by the City."

K. Section 10 of the Development Agreement is hereby amended to read as follows:

"10. Other Property. The City acknowledges and agrees that (a) the Developer Parties are attempting to gain control (whether by acquisition or long-term lease) from the Florida Department of Transportation ("**FDOT**") or from the City through a maintenance agreement or similar agreement between FDOT and the City, of a parcel of property that is currently owned by FDOT and located contiguously to Pier 66 North underneath the 17<sup>th</sup> Street Causeway over-pass (the "**FDOT Parcel**"), and (b) upon the Developer or one of the TS Entities gaining control of the FDOT Parcel, and subject to any restrictions on use of the FDOT Parcel contained in the authorization from FDOT and/or the City for the use of the FDOT Parcel, the FDOT Parcel may be used by the Developer Parties for any purpose related to the operation of the Pier 66 Parcels including, without limitation, ingress and egress to and from and travel between each Pier 66 Parcel, however the frontage road

north and south of the bridge shall remain connected and open for vehicular, bike and pedestrian traffic. Specifically, and in accordance with the terms of this Development Agreement, Developer shall increase public access to the waterway and provide a public benefit by using a portion of the FDOT Parcel to create the Marina Promenade and other potential pedestrian walkways connecting Pier 66 North and Pier 66 South, subject to the terms and limitations of Section 8.2 of this Development Agreement. The City, without compromising its regulatory authority shall cooperate with and assist the Developer, at Developer's expense, in utilizing the FDOT Parcel as contemplated herein and the Developer, or its permitted assigns, shall assume maintenance obligations for all improvements located thereon.”

- L. Section 12.1 of the Development Agreement is hereby amended in its entirety to read as follows:

“12.1 Successors and Assigns. This Development Agreement shall be binding upon the Parties and their successor and/or assigns. If the Developer transfers portions of the Pier 66 Parcels it shall assign its obligations under this Development Agreement as to such portion of the Pier 66 Parcel, and the Developer shall notify the City in writing within thirty (30) days of such assignment which notice shall include the name, address and name of responsible individual of the successor developer. Further, Developer shall be allowed to assign any of its maintenance obligations hereunder to a property owners association or a Community Development District, should any such Community Development District be approved by the City in the future, or other entity or regime established for the operation and maintenance of shared facilities or common areas within the Pier 66 Parcels. Upon an assignment of this Development Agreement and the assumption of Developer's obligations by said assignee, the Developer shall be deemed released from all rights, obligations and liabilities hereunder, and the assignee shall be deemed to have assumed all rights, obligations and liabilities hereunder, as to such part of the Pier 66 Parcel so transferred, occurring or accruing after the date of assignment, and the term "Developer" as used herein shall also thereafter refer to such assignee/grantee, and the Developer shall be released of further obligations for that portion of the Pier 66 Parcel which was assigned to an assignee occurring or accruing after the date of assignment.”

4. Consistency with Land Development Regulations. The City finds that the that the development permitted or proposed on the Pier 66 Parcel under this First Amendment and the Development Agreement is consistent with the City's adopted comprehensive plan and land development regulations.

5. Binding Agreement. This First Amendment shall run with the land and be binding upon and inure to the benefit of the City, the Developer Parties and their respective heirs, successors and assigns.

6. Recordation. This First Amendment shall be recorded by the City in the Public Records of Broward County, Florida, within 14 days after the City's final approval and execution of this First Amendment by all parties, at the expense of the Developer Parties.

7. Applicable Law. This First Amendment and the provisions contained herein shall be construed in accordance with and governed by the laws of the State of Florida.

8. Severability. If any provision, term or condition of this First Amendment is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect or render invalid or unenforceable any other provision, term or condition of this First Amendment.

9. Conflicts. Except as expressly modified or amended by this First Amendment, the Development Agreement shall remain in force and effect in accordance with its terms. In the case of any inconsistency or conflict between the provisions of this First Amendment and the Development Agreement, the terms of this First Amendment shall govern.

10. Entire Agreement. This First Amendment and the Development Agreement (as modified or amended by this First Amendment) constitute the entire Development Agreement among the City and the Developer Parties and supersede all previous discussions, understandings and other agreements between the City and the Developer Parties relating to the subject matter of the this First Amendment and the Development Agreement.

11. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original legal instrument, but all such counterparts together shall constitute one and the same legal instrument. Facsimile and portable document format (PDF) signatures shall be deemed valid and binding to the same extent as original signatures.

**[Signatures Appear on Following Pages]**

**IN WITNESS WHEREOF**, this First Amendment to Development Agreement has been executed by the City, the Developer and the Owner as set forth below.

**WITNESSES:**

**CITY OF FORT LAUDERDALE:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: Dean Trantalis, Mayor

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: Greg Chavarria, City Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
By: David Soloman, City Clerk

Approved as to form:

\_\_\_\_\_  
By: Thomas Ansbro, City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing was acknowledged before me before me by means of [ ] physical presence or [ ] online notarization this \_\_\_ day of \_\_\_\_\_, 2024 by Dean Trantalis as Mayor of the City of Fort Lauderdale. They are personally known to me or produced \_\_\_\_\_ as identification and did not take an oath.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing was acknowledged before me before me by means of [ ] physical presence or [ ] online notarization this \_\_\_ day of \_\_\_\_\_, 2024 by Greg Chavarria as City Manager of the City of Fort Lauderdale. They are personally known to me or produced \_\_\_\_\_ as identification and did not take an oath.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**WITNESSES:**

**TAVISTOCK:**

TAVISTOCK DEVELOPMENT  
COMPANY, LLC, a Florida limited liability  
company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing was acknowledged before me before me by means of [ ] physical presence or [ ]  
online notarization this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, in their  
capacity as \_\_\_\_\_ of Tavistock Development Company, LLC. This person is  
personally known to me or produced \_\_\_\_\_ as identification and did not take an  
oath.

\_\_\_\_\_  
Notary Public  
  
Printed Name: \_\_\_\_\_  
  
Commission No: \_\_\_\_\_  
  
Commission Expires: \_\_\_\_\_

**WITNESSES:**

**P66 LAND TRUST:**

P66 LAND TRUST, LLC, a Florida limited liability company, as trustee under the provisions of that certain Land Trust Agreement (as the same may be modified, amended, restated and supplemented from time to time) dated as of January 15, 2020, known as Trust Number P66-2020

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing was acknowledged before me before me by means of [ ] physical presence or [ ] online notarization this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, in their capacity as \_\_\_\_\_ of P66 Land Trust, LLC, a Florida limited liability company, as trustee under the provisions of that certain Land Trust Agreement (as the same may be modified, amended, restated and supplemented from time to time) dated as of January 15, 2020, known as Trust Number P66-2020. This person is personally known to me or produced \_\_\_\_\_ as identification and did not take an oath.

\_\_\_\_\_  
Notary Public  
  
Printed Name: \_\_\_\_\_  
  
Commission No: \_\_\_\_\_  
  
Commission Expires: \_\_\_\_\_

**WITNESSES:**

**PIER 66 PARKING:**

PIER 66 PARKING, LLC, a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing was acknowledged before me before me by means of [ ] physical presence or [ ] online notarization this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, in their capacity as \_\_\_\_\_ of Pier 66 Parking, LLC. This person is personally known to me or produced \_\_\_\_\_ as identification and did not take an oath.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

Commission No: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**WITNESSES:**

**SAILS:**

SAILS VENTURES, LLC, a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing was acknowledged before me before me by means of [ ] physical presence or [ ] online notarization this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, in their capacity as \_\_\_\_\_ of Sails Ventures, LLC. This person is personally known to me or produced \_\_\_\_\_ as identification and did not take an oath.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

Commission No: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**Legal Description of the Property**

**Pier 66 North:**

**Tract A of KIMBERLY PLAT, according to the plat thereof recorded in Plat Book 130, page 1  
of the public records of Broward County, Florida.**

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**Pier 66 South:**

**Tract A of ALLISON PLAT, according to the plat thereof recorded in Plat Book 130, page 2 of the public records of Broward County, Florida.**

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Together with

The land referred to herein below is situated in the County of Broward, State of Florida, and is described as follows:

All that part of Section 13, Township 50 South, Range 42 East lying between the Easterly right of way line of the Intracoastal Waterway and the Westerly boundary of the subdivision of HARBOR HEIGHTS, according to the Plat thereof, as recorded in Plat Book 34, Page 33, of the Public Records of Broward County, Florida, and bounded on the South by the extended South Boundary of said subdivision and bounded on the North by the North boundary and extended North boundary of Government Lot 8 of said Section 13.

**TOGETHER WITH:**

**Parcel "A" and Parcel "B", all in HARBOR HEIGHTS according to the Plat thereof, as recorded in Plat Book 34, Page 33 of the Public Records of Broward County, Florida.**

**LESS AND EXCEPT the South 35 feet of the West 420 feet of said Parcel B, and the South 35 feet of said Parcel A, more particularly described as follows:**

Begin at the Southeast corner of said Parcel B; thence West along the South Boundary of Said Parcel B a distance of 40 feet to the Point of Beginning of this description; thence West along the South boundaries of said Parcels B and A, a distance of 772.06 feet, more or less to the Northwest corner of Lot 52, Block 7 of the subdivision of HARBOUR HEIGHTS ADDITION, according to the Plat thereof, as recorded in Plat Book 35, Page 21 of the Public Records of Broward County, Florida, which point is also the Southwest corner of said Parcel A of HARBOR HEIGHTS; thence Northwesterly along the Westerly boundary of said Parcel A to a point which is 35 feet North of the extended South boundary of said Parcel A measured along a line parallel to the East boundary of said Parcel A; thence East along a line parallel to the South boundaries of said Parcels A and B a distance of 775 feet more or less to a point 40 feet West of the East boundary of said Parcel B, measured along said line; thence South along a line parallel to the East boundary of said Parcel B a distance of 35 feet to the Point of Beginning.

**AND LESS AND EXCEPT that part of said Parcel B described as follows:**

Begin at the Southeast corner of said Parcel B and run Northerly along the East boundary line of said Parcel B for a distance of 30 feet to a point; thence Westerly and parallel to the South boundary line of said Parcel B for distance of 20 feet to a point; thence Southerly and parallel to the East boundary line of said Parcel B for a distance of 30 feet to a point on the South boundary line of said Parcel B; thence run Easterly along the South boundary line of said Parcel B a distance of 20 feet to the Point of Beginning.

AND LESS AND EXCEPT that portion of the above-described property lying within Parcel 101 in that certain Order of Taking filed December 17, 1996 in Official Records Book 25787, Page 484 of the Public Records of Broward County, Florida, being more particularly described as follows:

That part of Parcel B of HARBOR HEIGHTS, according to the Plat thereof, as recorded in Plat Book 34, Page 33 of the Public Records of Broward County, Florida, lying in Government Lot 8, Section 13, Township 50 South, Range 42 East, being more particularly described as follows:

Commence at the Southwest corner of Parcel "A", said HARBOR HEIGHTS; thence North  $05^{\circ}41'01''$  West along the West line of said Parcel "A", a distance of 420.62 feet to the South Existing Right Of Way line of State Road A-1A (S.E. 17th Street Causeway) and the North line of said Parcel "A"; thence North  $88^{\circ}13'58''$  East along said South Existing Right of Way line, a distance of 407.70 feet to the POINT OF BEGINNING; thence continue North  $88^{\circ}13'58''$  East, along the North line of said Parcel "B" and said South Existing Right of Way line, a distance of 424.79 feet to a point on a curve concave Southwesterly having a chord bearing of South  $46^{\circ}13'17''$  East; thence Southeasterly along said curve, having a radius of 25.00 feet, through a central angle of  $91^{\circ}05'30''$ , an arc length of 39.75 feet to the end of said curve; thence South  $00^{\circ}40'32''$  East, along the East line of said Parcel "B" and the West Existing Right of Way line of Harbor Heights Drive (S.E. 23rd Ave.), a distance of 29.35 feet; thence North  $46^{\circ}53'59''$  West, a distance of 22.93 feet; thence South  $88^{\circ}06'01''$  West, a distance of 11.00 feet to a point on a curve concave Northeasterly, having a chord bearing of North  $82^{\circ}58'19''$  West; thence Northwesterly along said curve having a radius of 364.17 feet, through a central angle of  $17^{\circ}51'20''$ , an arc length of 113.49 feet to the end of said curve and to a point of reverse curve concave Southwesterly, having a chord bearing of North  $82^{\circ}54'21''$  West; thence Northwesterly along said curve, having a radius of 324.80 feet, through a central angle of  $17^{\circ}43'23''$ , an arc of length of 100.47 feet to the end of said curve, thence South  $88^{\circ}13'58''$  West, a distance of 97.30 feet; thence North  $88^{\circ}46'13''$  West, a distance of 114.26 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT that portion of the above-described property described fully in Exhibit "C" in that certain Stipulated Partial Final Judgment recorded October 13, 2000 in Official Records Book 30932, Page 495 and referenced in Trustee's Deed to the State of Florida Department of Transportation recorded March 17, 2005 in Official Records Book 39261, Page 1558 of the Public Records of Broward County, Florida being more fully described as follows:

A portion of Parcel "B", HARBOR HEIGHTS, according to the Plat thereof, as recorded in Plat Book 34, Page 33 of the Public Records of Broward County, Florida, more fully described as follows:

Commencing at the Northwest corner of said Parcel "B"; thence North  $88^{\circ}13'58''$  East, on the North line of said Parcel "B", a distance of 9.75 feet; thence Easterly on the South right-of-way line of State Road A-I-A (S.E. 17th Street Causeway) the following three (3) courses and distances: South  $88^{\circ}46'13''$  East, a distance of 114.26 feet; thence North  $88^{\circ}13'58''$  East, a distance of 97.30 feet to a point of curve (P.C.(1)); thence Southeasterly on a curve to the right, with a radius of 324.80 feet and a central angle of  $11^{\circ}59'04''$ , an arc distance of 67.94 feet to the point of termination (P.O.T.(1)) of the said three (3) courses and distances and the Point of beginning (P.O.B.); thence continuing Easterly on the said South right-of-way line the following four (4) courses and distances; continuing Southeasterly on a curve to the right, with a radius of 324.80 feet and a central angle of  $05^{\circ}44'19''$ , an arc distance of 32.53 feet to a point of reverse curve (P.R.C.); thence Southeasterly on a curve to the left, with a radius of 364.17 feet and a central angle of  $17^{\circ}51'20''$ , an arc distance of 113.49 feet to a point of tangency (P.T.(1)); thence North  $88^{\circ}06'01''$  East, a distance of 11.00 feet; thence South  $46^{\circ}53'59''$  East, a distance of 22.95 feet to the point of termination P.O.T. (2) of the said four (4) courses and distances; thence South  $00^{\circ}43'01''$  East, on the East line of said Parcel "B", a distance of 16.23 feet to a point of cusp; thence Northeasterly on a curve to the left, whose tangent bears North  $00^{\circ}43'01''$  West, with a radius of 22.00 feet and a central angle of  $91^{\circ}10'58''$ , an arc distance of 35.01 feet to a point of tangency (P.O.T. (2)); thence South  $88^{\circ}06'01''$  West, a distance of 4.90 feet to a point of curve (P.C. (2)); thence Northwesterly on a curve to the right, with a radius of 374.17 feet and a central angle of  $15^{\circ}06'14''$ , an arc distance of 98.64 feet; thence North  $65^{\circ}05'30''$  West, a distance of 51.06 feet to the Point of Beginning.