

## **AMENDMENT TO DEVELOPMENT AGREEMENT**

**THIS AMENDMENT TO DEVELOPMENT AGREEMENT** ("Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the **CITY OF FORT LAUDERDALE**, a municipal corporation existing under the laws of the State of Florida ("CITY") with an address at 100 North Andrews Avenue, Fort Lauderdale, FL 33301, and **BRIGHTLINE TRAINS FLORIDA LLC** (f/k/a Virgin Trains USA Florida LLC (f/k/a Brightline Trains LLC (f/k/a All Aboard Florida - Operations, LLC))), a Delaware limited liability company with an address at 161 NW 6<sup>th</sup> Street, Suite 1620, Miami, FL 33136 ("DEVELOPER").

### **WITNESSETH:**

**WHEREAS**, DEVELOPER and CITY entered into that certain Development Agreement dated May 3, 2018 (the "Agreement"), where by DEVELOPER has agreed to construct a vehicular and pedestrian access to be known as N.W. 1<sup>st</sup> Street between N.W. 3<sup>rd</sup> and 4<sup>th</sup> Avenue (the "Roadway")

**WHEREAS**, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("BOT") and the CITY entered into that certain Memorandum of Understanding ("MOU") dated December 13, 2017 and BOT has granted CITY a non-exclusive perpetual easement (the "Easement") across the real property described in **Exhibit A** to the Agreement (the "BOT Easement Area") to provide access to the public. A copy of the Memorandum of Understanding and Easement are attached to the Agreement as **Exhibit B** and **Exhibit C** respectively.

**WHEREAS**, in exchange for the Easement, CITY agreed to construct and maintain the Roadway and to construct and provide BOT with alternative parking on the state-owned lands as illustrated in **Exhibit D** and **Exhibit E** respectively to the Agreement (the "Alternative Parking Spaces").

**WHEREAS**, DEVELOPER agreed to perform the Scope of Work defined in the Agreement, which included the Alternative Parking Spaces and reconfiguring sixteen (16) spaces in the existing garage.

**WHEREAS**, BOT and the CITY entered into an amendment to the MOU to document BOT's agreement to remove the Alternative Parking Spaces from the Scope of Work and the CITY and Developer want to modify the Agreement to document such changes.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Defined Terms**. Any capitalized terms used in this Amendment, but which are not defined herein, shall have the meanings attributed to those terms in the Agreement.
2. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this

reference.

3. **Developer's Obligations.** Section 3 of the Agreement is deleted in its entirety and replaced with the following:

**Developer's Obligations.** DEVELOPER shall, at its sole cost and expense:

- (a) Construct the Roadway; and
- (b) Provide ongoing maintenance of the Roadway.

Items (a) – (b) above are collectively referred to as the “Scope of Work.” Developer shall cause the Scope of Work to be commenced upon all required approvals being received from the City and the State and will diligently pursue completion of the Scope of Work thereafter until completion.

Developer shall cause the Scope of Work to be performed in a good and workmanlike manner in conformity with all applicable laws by a licensed contractor pursuant to the approved permit for such Scope of Work or portion thereof. Developer shall submit to the jurisdiction of the City and its laws, ordinances, resolutions, and regulations including its unified land development regulations governing the improvements described in the Scope of Work.”

4. **Conveyance of Access Easement.** Section 4 of the Agreement is amended to delete “FLL PROPERTY VENTURES LLC, a Delaware limited liability company” and replace the entity with “DTS FLL PARKING LLC a Delaware limited liability company.”

5. **Notices.** In Section 6, the notice addresses for Developer and City are deleted in their entirety and replaced with the following:

Developer: BRIGHTLINE TRAINS FLORIDA LLC  
161 NW 6<sup>th</sup> Street, 9<sup>th</sup> Floor,  
Miami, FL 33136  
Attention: Legal Department

CITY: Chris Lagerbloom, City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Ft. Lauderdale, Florida 33301-1016

With a copy to: Alain E. Boileau, City Attorney  
City of Fort Lauderdale  
100 North Andrews Avenue,  
Ft. Lauderdale, Florida 33301-1016

6. **Provisions of Amendment Control.** To the extent the provisions of this Amendment are inconsistent with the Agreement, the terms of this Amendment shall control.

7. **Force and Effect.** Except as expressly amended or modified herein, all other terms,

covenants and conditions of the Agreement shall remain in full force and effect.

8. **Successor and Assigns.** The terms, conditions, covenants, and agreements contained herein shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns.

9. **Counterparts; Facsimile.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument. A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals.

**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first above written.

**FOR CITY:**

WITNESSES:

**CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida.

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

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

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

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

By: \_\_\_\_\_  
Christopher J. Lagerbloom, ICMA-CM,  
CITY Manager

\_\_\_\_\_  
Print Name \_\_\_\_\_  
(SEAL)

ATTEST:

Approved as to form:  
Alain E. Boileau, CITY Attorney

\_\_\_\_\_  
David Soloman, CITY Clerk

\_\_\_\_\_  
Lynn Solomon,  
Assistant CITY Attorney

[Notaries on the next page]

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Dean J. Trantalis, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.  
(SEAL)

\_\_\_\_\_  
Signature: Notary Public, State of Florida  
\_\_\_\_\_  
Name  
of Notary Typed, Printed or Stamped

☒ Personally Known

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Christopher J. Lagerbloom, ICMA-CM, CITY Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.

(SEAL)

\_\_\_\_\_  
Signature: Notary Public, State of Florida

☒ Personally Known

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

[Signatures continue on the next page]



**FOR DEVELOPER:**

WITNESSES:

**BRIGHTLINE TRAINS FLORIDA LLC,**  
a Delaware limited liability company

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

By \_\_\_\_\_  
KOLLEEN COBB, Vice President

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

STATE OF FLORIDA:  
COUNTY OF MIAMI DADE:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by KOLLEEN COBB, Vice President of BRIGHTLINE TRAINS FLORIDA LLC, a Delaware limited liability company.

\_\_\_\_\_  
Signature: Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

☒ Personally Known

**FOR THE PURPOSES OF AGREEING TO SECTION 4 OF THE AGREEMENT AS  
MODIFIED BY THIS AMENDMENT ONLY:**

WITNESSES:

**DTS FLL PARKING LLC,** a Delaware  
limited liability company

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

By: \_\_\_\_\_  
KOLLEEN COBB, Vice President

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

[Notaries continue on the next page]

STATE OF FLORIDA:  
COUNTY OF MIAMI DADE:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by KOLLEEN COBB, Vice President of DTS FLL PARKING LLC, a Delaware limited liability company.

\_\_\_\_\_  
Signature: Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

☒ Personally Known