

## AMENDMENT TO MEMORANDUM OF UNDERSTANDING

**THIS AMENDMENT TO MEMORANDUM OF UNDERSTANDING** ("Amendment") is made and entered into this 3<sup>rd</sup> day of July, 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 **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA** ("BOT") with an address of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS #100, Tallahassee, Florida 32399.

### **WITNESSETH:**

**WHEREAS**, the 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 MOU (the "BOT Easement Area") to provide access to the public.

**WHEREAS**, in exchange for the Easement, CITY agreed to construct and maintain the roadway as illustrated in Exhibit C and Exhibit G of the MOU respectively (the "Roadway") and to construct and provide BOT with alternative parking on state-owned lands (the "Alternative Parking Spaces") and temporary parking during construction of the Roadway.

**WHEREAS**, BOT and the CITY seek to amend the MOU to document BOT's agreement to remove the Alternative Parking Spaces from the Scope of Work, to eliminate the need for sixteen (16) reconfigured temporary parking spaces and the CITY and BOT want to modify the MOU 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. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Removal and Amendment of Obligations.** Section 2a and 4 of the MOU are hereby deleted. Paragraph 8 is deleted and replaced with the following:

"The City will commence and complete the Proprietary Mitigation Project in accordance with permitting timelines. Although BOT has already granted the Easement, BOT will execute and deliver a replacement Easement in favor of the CITY similar in form and content to the BOT Easement attached to the MOU to allow for the recording in the Public Records of Broward County, Florida.

3. **Notices.** In Section 16, the notice addresses for the City are modified as follows:

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

4. **Provisions of Amendment Control.** To the extent the provisions of this Amendment are inconsistent with the MOU, the terms of this Amendment shall control.
5. **Force and Effect.** Except as expressly amended or modified herein, all other terms, covenants and conditions of the MOU shall remain in full force and effect.
6. **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.
7. **Counterparts; Facsimile.** This Amendment 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 or electronic copy of this Amendment and any signatures thereon shall be considered for all purposes as originals.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online, this 12<sup>th</sup> day of July, 2022, by Dean J. Trantalis, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.

(SEAL)



Casandra Brown  
Signature: Notary Public, State of Florida  
Casandra Brown Name  
of Notary Typed, Printed or Stamped

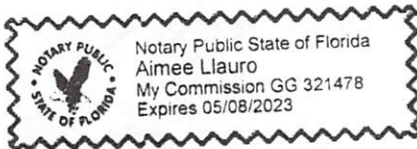
☒ Personally Known or presented the following identification \_\_\_\_\_

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8<sup>th</sup> day of July, 2022, by Christopher J. Lagerbloom, ICMA CM, CITY Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. Tarkesh Smith

Acting

(SEAL)



Aimee Llauro  
Signature: Notary Public, State of Florida

Aimee Llauro  
Name of Notary Typed, Printed or Stamped

☒ Personally Known or presented the following identification \_\_\_\_\_

[Signatures continue on the next page]

**FOR BOT:**

**WITNESSES:**

**BOARD OF TRUSTEES OF THE  
INTERNAL IMPROVEMENT TRUST  
FUND OF THE STATE OF FLORIDA**

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

By \_\_\_\_\_  
\_\_\_\_\_

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

**STATE OF FLORIDA:  
COUNTY OF LEON:**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.

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

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

☒ Personally Known





COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

Today's Date: 7/6/22

2L

DOCUMENT TITLE: Memorandum of Understanding and Development Agreement Amendment between Board of Trustees of Internal Trust Fund of the State of Florida and All Aboard Florida-Operations LLC for roadway improvements and parking spaces

COMM. MTG. DATE: 7/5/22 CAM #: 22-0636 ITEM #: CM-9 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Sonia/ x-5598 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: Public Works Router Name/Ext: Gina Rizzuti-Smith # of originals routed: 2 Date to CAO: 7/6/22  
of each

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 2  
of each.

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 7/7/2022 Lynn Solomon JS  
Attorney's Name Initials

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Aimee L./CMO Date: 07/07/22

4) City Manager's Office: CMO LOG #: Jul-15 Document received from: \_\_\_\_\_

Assigned to: CHRIS LAGERBLOOM ☐ TARLESHA SMITH ☐ GREG CHAVARRIA ☐  
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: T. Smith \_\_\_\_\_ (Initial/Date) PER ACM: G. Chavarria \_\_\_\_\_ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward 2 originals to ☒ Mayor ☐ CCO Date: 7.8.22

5) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

6) City Clerk: Forward \_\_\_\_\_ originals to CAO for FINAL APPROVAL Date: \_\_\_\_\_

7) CAO forwards \_\_\_\_\_ originals to CCO Date: \_\_\_\_\_

8) City Clerk: Scan original and forwards \_\_\_\_\_ originals to: Sonia Sierra / CAO / X-5598

Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☐ NO

Original Route form to Sonia ext. 5598

Rev. 9/9/2020

## AMENDMENT TO DEVELOPMENT AGREEMENT

THIS AMENDMENT TO DEVELOPMENT AGREEMENT ("Amendment") is made and entered into this 8<sup>th</sup> day of July, 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.

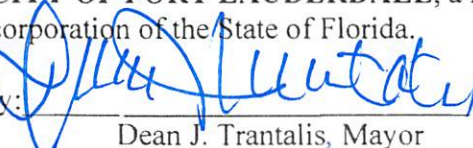
IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.


**FOR CITY:**

WITNESSES:


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


  
Print Name Scott Wyman

By:   
Dean J. Trantalis, Mayor

  
Print Name ANTHONY E. DAVIS

  
Print Name Annee Hawn

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

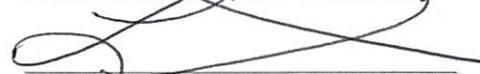
  
Print Name Rebecca McLean  
(SEAL)

ATTEST:

  
David Soloman, CITY Clerk



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

  
Lynn Solomon,  
Assistant CITY Attorney

[Notaries on the next page]

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 12<sup>th</sup> day of July, 2022, by Dean J. Trantalis, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.

(SEAL)



Casandra Brown  
Signature: Notary Public, State of Florida

Casandra Brown Name  
of Notary Typed, Printed or Stamped

☒ Personally Known

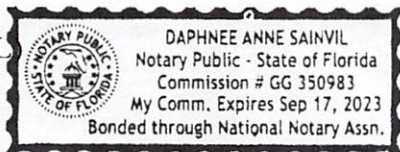
STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8<sup>th</sup> day of July, 2022, by ~~Christopher J. Lagerbloom, ICMA-CM~~, CITY Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.

Acting

Tarlesha Smith

(SEAL)

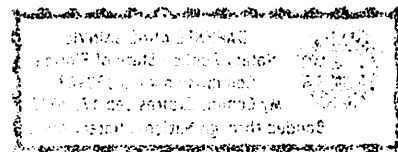
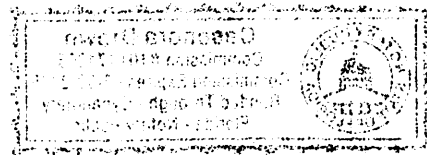


Daphnee Anne Sainvil  
Signature: Notary Public, State of Florida

Daphnee Anne Sainvil  
Name of Notary Typed, Printed or Stamped

☒ Personally Known

[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



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

2L

Today's Date: 7/7/2022

DOCUMENT TITLE: Memorandum of Understanding and Development Agreement Amendment between Board of Trustees of Internal Trust Fund of the State of Florida and All Aboard Florida-Operations LLC for roadway improvements and parking spaces

COMM. MTG. DATE: 7/5/22 CAM #: 22-0636 ITEM #: CM-9 CAM attached: ☒ YES ☐ NO/

Routing Origin: CAO Router Name/Ext: Sonia/ x-5598 Action Summary attached: ☒ YES ☐

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: Public Works Router Name/Ext: Gina Rizzuti-Smith # of originals routed: 2 Date to CAO: 7/6/22  
*of each*

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 2

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 7/7/22 Lynn Solomon  
Attorney's Name

[Signature]  
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Aimee L./CMO Date: 07/07/22

4) City Manager's Office: CMO LOG #: Jul-15 Document received from: \_\_\_\_\_

Assigned to: CHRIS LAGERBLOOM ☐ TARLESHA SMITH ☐ GREG CHAVARRIA ☐  
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: T. Smith (Initial/Date) PER ACM: G. Chavarria (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward \_\_\_ originals to ☐ Mayor ☐ CCO Date: \_\_\_\_\_

5) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

6) City Clerk: Forward \_\_\_ originals to CAO for ~~FINAL APPROVAL~~ Date: \_\_\_\_\_

7) CAO forwards \_\_\_ originals to CCO Date: \_\_\_\_\_

8) City Clerk: Scan original and forwards \_\_\_ originals to: Sonia Sierra / CAO / X-5598

Attach \_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☐ NO

Original Route form to Sonia ext. 5598

Rev. 9/9/2020