

January 18, 2017

VIA U.S. MAIL

The Honorable Josh Levy
Mayor, City of Hollywood
PO Box 229045
Hollywood, FL 33022

RE: Amendment Agreement for Reimbursement of Tree Removal Expenses

Dear Mayor Levy,

This Letter serves to memorialize the agreement reached between the City of Hollywood (“City”) and All Aboard Florida – Operations LLC (“AAF”) for the reimbursement of tree removal expenses within the Florida East Coast Railway LLC (“FECR”) corridor. In connection therewith, this Letter shall constitute a further amendment to the Amendment Agreement executed by the City on October 10, 2016 (attached as Attachment 1).

The City has leased a portion of the FECR right of way, which Lease was terminated on October 21, 2016. Per the terms of the Lease, the City is required to return the property to the condition in which it was leased within 30 days of termination, including, but not limited to, removal of trees on the leased premises.

The City has requested that AAF remove the trees on behalf of the City at the City’s expense per the estimate attached hereto as Attachment 2. The estimate includes the removal of all trees required to be removed pursuant to the Lease between Sheridan Street and Tyler Street.

The City shall pay AAF the cost identified in the estimate attached hereto, upon execution of this Letter Amendment. If the actual removal costs exceed the estimate, the remaining unpaid costs shall be paid by the City to AAF within 30 days of receipt of an invoice.

If these terms are acceptable, please sign this Letter in the space provided below and return the signed document to us. To facilitate this process, it is agreed that this Letter will be executed in counterparts, each of which will be deemed to be an original copy of this Letter and all of which, when taken together, will be deemed to constitute one and the same agreement. It is also agreed that signed counterparts may be transmitted electronically (as an Adobe PDF file) or by facsimile, and that delivery in that way shall have the same force and effect as the delivery of original signatures. Also, this Letter Amendment will be construed in accordance with the laws of the State of Florida, without regard to conflict of laws principles.

Sincerely,

ALL ABOARD FLORIDA - OPERATIONS LLC

By: _____

Print Name: _____

Print Title: _____

AGREED, ACKNOWLEDGED AND CONFIRMED:

FLORIDA EAST COAST RAILWAY LLC

By: _____

Print Name: _____

Print Title: _____

City of Hollywood

By: _____

Print Name: _____

Print Title: _____

cc: Robert Ledoux, FECR
Myles L. Tobin, AAF
Jeff Sheffel, Esp., City Attorney