

September 5, 2025

Greg Harrison  
City Manager  
City of Pompano Beach  
100 W. Atlantic Blvd.  
Pompano Beach, FL 33060

**Re: Agreement between Florida East Coast Railway, L.L.C. ("FECR"), City of Pompano Beach (the "Licensee") and Brightline Trains Florida LLC ("Brightline") with regard to the documents listed on Exhibit A hereto (as amended and assigned to date, the "Crossing Agreements") relating to the crossings referenced therein (the "Crossings")**

Dear Mr. Harrison:

This letter shall serve to memorialize the agreement reached between Licensee, FECR, and Brightline relating to those certain Crossing Agreements set forth in Exhibit A attached hereto that govern the Crossings (as such Crossings are more particularly defined in the Crossing Agreements) and terms relating to the construction, maintenance, and safety of such Crossings. Specifically, and without modification to any other term, obligation or condition set forth in the Crossing Agreements, Licensee, FECR, and Brightline hereby agree to the following terms and conditions, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties:

- The Broward Metropolitan Planning Organization ("BMPO") is the recipient of a federal grant pursuant to the Railroad Crossing Elimination Program ("RCEP Grant") which will help fund the Broward County Sealed Corridor Project (the "Project"), which aims to improve safety in Broward County, Florida, by installing enhancements at 21 grade crossings along the Florida East Coast Rail Corridor ("Corridor"), which is owned by FECR and is currently shared by FECR, which operates freight rail, and Brightline, which provides intercity passenger rail service.
- The initial development and construction of the Project will be funded by the RCEP Grant and funds provided by Broward County (the "County") and the participating municipalities (each a "City", and collectively, the "Cities", and together with the County, each a "Participant" and collectively, the "Participants") (the "Project Costs").
- Licensee is a Participant of the Project and wishes to include the Crossings in the Project.
- Brightline shall construct the Project and shall be reimbursed for the Project Costs pursuant to the Subrecipient Agreement between Brightline and BMPO for the RCEP Grant for the Project (the "Subrecipient Agreement ") and the various Grant Participation and Reimbursement Agreements for the Implementation of the RCEP Grant for the Project

along the Corridor within Broward County, Florida, with each of the Participants (each a “Reimbursement Agreement”, and collectively, the “Reimbursement Agreements”).

- FECR is neither a party to the Subrecipient Agreement nor a party to the Reimbursement Agreements and nothing in this letter shall incorporate FECR being a party to the Subrecipient Agreement or the Reimbursement Agreements.
- Neither the Subrecipient Agreement nor the Reimbursement Agreements are attached or part of this letter.
- FECR is not responsible for constructing the Project or for the Project Costs or any maintenance costs going forward for the listed crossings below.

In consideration of the foregoing, Licensee confirms the following:

- The Crossings, as improved for the Project, shall continue to be governed by the Crossing Agreements between Licensee and FECR. Except for its share of the Project Costs pursuant to the Reimbursement Agreement between Brightline and the Licensee, the Licensee shall not be responsible for the Project Costs but shall be liable for any and all other costs due under the Crossing Agreements with respect to the Crossings as improved by the Project. For avoidance of doubt, the Licensee will be responsible for 100% of all maintenance (track and signal) performed by FEC in the future at the listed crossings below.
- Brightline is an intended third-party beneficiary of the Crossing Agreements, with the right to enforce the terms and conditions thereof.
- Except as expressly provided herein with regard to the planned Project improvements to the Crossings, the Project Costs and Brightline's beneficiary status, all of the terms, conditions, covenants, agreements, and understandings contained in the Crossing Agreements shall remain unchanged and in full force and effect, and the same are hereby expressly ratified and confirmed by the Licensee. This includes, without limitation, the Licensee's continuing obligations related to construction, maintenance, safety, future changes and upgrades to the Crossings and the reimbursement of costs, all of which would continue to be governed by the Crossing Agreements.

If these terms are acceptable, please sign this letter in the space provided at the end of this signature page and return that signed document to Brightline. To facilitate this process, it is agreed that this letter may 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 will be construed in accordance with the laws of the State of Florida, without regard to conflict of laws principles. Please understand, however, that the terms of this letter and any offer presented herein will expire and shall be null and void on the date that is 120 days of the date hereof if it has not been executed and returned to Brightline by then.

Sincerely,

**Brightline Trains Florida LLC**

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

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

Print Title: \_\_\_\_\_

**Florida East Coast Railway L.L.C.**

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

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

Print Title: \_\_\_\_\_

**AGREED, ACKNOWLEDGED AND CONFIRMED:**

**City of Pompano Beach**

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

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

Print Title: \_\_\_\_\_

**Exhibit A**  
**Crossing Agreements Listing**

<b>Location/City</b>	<b>Mile Post</b>	<b>Street Name</b>	<b>DOT #</b>	<b>Agreement Holder</b>	<b>License Agreement Date</b>
POMPANO BEACH	332+4080	NE 6th St	272528N	CITY OF POMPANO BEACH	12/7/1971
POMPANO BEACH	332+5101	DR. MLK Blvd, NE 3rd St, Hammondville Rd	272531W	CITY OF POMPANO BEACH	6/7/1956
POMPANO BEACH	333+1651	SW 2nd St	272534S	CITY OF POMPANO BEACH	9/17/1957