

JOINT USE AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ORANGE COUNTY

This Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the FDOT) and ORANGE COUNTY, a Political Subdivision of the State of Florida, (hereinafter referred to as the LOCAL GOVERNMENT PARTNER);

WITNESSETH:

WHEREAS, the FDOT is undertaking the development and implementation of the Central Florida Commuter Rail Transit System (the "Commuter Rail System") running from DeLand in the County of Volusia through Seminole County and Orange County (including the City of Orlando) to Poinciana in Osceola County; and

WHEREAS, the FDOT and the LOCAL GOVERNMENT PARTNER have previously entered into that certain Interlocal Funding Agreement for Acquisition and Construction of the Central Florida Commuter Rail System executed by several LOCAL GOVERNMENT PARTNERS on various dates and by the FDOT on August 28, 2007, (the "Funding Agreement"); and

WHEREAS, the FDOT and the LOCAL GOVERNMENT PARTNER have previously entered into that certain Interlocal Operating Agreement for Operation of the Central Florida Commuter Rail System executed by the Central Florida Commuter Rail Commission and by the FDOT on August 29, 2007, (the "Operating Agreement"); and

WHEREAS, Section 3.02 of the Funding Agreement requires the FDOT and the LOCAL GOVERNMENT PARTNER to enter into a joint use agreement for stations which are a part of the Commuter Rail System as more particularly set forth in the Funding Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties agree as follows:

1. INCORPORATION OF TERMS

Except as set forth herein, capitalized terms and conditions used herein, shall have the same meaning as set forth in Appendix A of the Interlocal Agreements including the Funding Agreement, Governance Agreement, and Operating Agreement. To the extent not inconsistent with the terms herein, any and all terms and conditions of the Interlocal Agreements relating to the subject matter hereof are hereby incorporated into this Agreement as though fully set forth herein. The dispute resolution provisions of the Interlocal Agreements are hereby incorporated into this Agreement as though fully set forth herein and any default under the Interlocal Agreements shall also be deemed to be a default hereunder.

2. STATIONS

a. For the purpose of this agreement, the most current definitions in Appendix A, as may be amended from time to time, regarding stations contained in the Master Glossary of the Interlocal Agreements shall be utilized.

b. Consistent with the terms of the Interlocal Funding Agreement and with the Interlocal Operating Agreement, Phases I and II of the Commuter Rail System will include seventeen Stations, each of which will be pedestrian and bicycle accessible, have convenient connections for bus and other transportation services, and amenities designed with input from the LOCAL GOVERNMENT PARTNER. Subject to the conveyance requirements set forth in Section 3.05

of the Interlocal Operating Agreement, the Commuter Rail Stations shall be owned, operated and managed by the FDOT for the benefit of the Commuter Rail System. Following the FDOT Funding Period, or upon earlier agreement with the Commuter Rail Commission, the Commuter Rail Stations will be owned, operated and managed by the Commission.

c. The facilities and property subject to this Agreement between FDOT and the LOCAL GOVERNMENT PARTNER are described as follows (the “Property”):

Property 1: The “**Maitland Station**”: This station is located in the City of Maitland, in Orange County, Florida on the west side of US 17-92, north of the intersection with East Sybelia Avenue. The station area is anticipated to be surrounded by a future Transit Oriented Development (TOD) site, and will include the station platform, and shared parking spaces included as part of the TOD. The bus drop off area will be provided on an access road to the platform and parking lot on the west side of US 17-92. Opening day parking required is anticipated to be 125 spaces, with 250 spaces for base service as defined in the Interlocal Operating Agreement. Opening day parking will be provided in surface lots, or possibly a structured parking facility. Auto access to the facility will consist of a joint use access driveway onto US 17-92. For purposes of this agreement, the Maitland Station has no Station Property as this term is defined in Appendix A, the Master Glossary of the Interlocal Agreements. The parking and access for the station shall be the responsibility of the City of Maitland pursuant to a separate written agreement between FDOT and Maitland. A sketch of the Station is attached hereto as Appendix A.

Property 2: The “**Sand Lake Road Station**”: This station is located in unincorporated Orange County, Florida on the west side of Orange Avenue, north of the intersection with Sand Lake Road. The station area will include the station platform, a kiss and ride area, a six bay bus

drop off facility, and parking spaces. Opening day parking required is 325 spaces, with 425 spaces for base service as defined in the Interlocal Operating Agreement. Opening day parking will be provided in a surface lot. A sketch of the Station is attached hereto as Appendix A.

Property 3: The “**Winter Park Station**”: This station is located in the City of Winter Park, in Orange County, Florida on the east side of New York Avenue, south of the intersection with East Morse Boulevard. The west side station area is near the City owned Amtrak site, and Amtrak platform facilities, and will include the commuter rail station platform. The eastside platform is within the acquired CSX right of way. For purposes of this agreement, the Winter Park Station has no Station Property as this term is defined in Appendix A, the Master Glossary of the Interlocal Agreements, and there is no separate parking provided for the commuter rail project. Access to the Station Platform will be by public right-of-way. A sketch of the Station is attached hereto as Appendix A.

3. STATION CONSTRUCTION

a. FDOT shall be responsible for designing and constructing each station consistent with the terms of this agreement and consistent with the terms of the Interlocal Funding Agreement. Said stations shall be considered a Transportation Facility as defined in Sec. 334.03(31), Florida Statutes.

4. ACCESS AS TO SAND LAKE STATION

a. Where existing access is not currently provided by others, FDOT will design, construct and provide access for vehicular, bicycle, bus and pedestrian traffic to and from the Station Platform and the Station Property. During the construction and commissioning period, FDOT shall be responsible for the maintenance of the pedestrian and vehicular access that is provided by the FDOT. After the Commuter Rail Revenue Operation Date, the LOCAL GOVERNMENT

PARTNER shall be responsible for the maintenance and operation of the vehicular, bicycle, bus and pedestrian access to and from the Station Platform and to and from the Station Property, that is provided by the FDOT, including all traffic control devices that are not located on FDOT right of way or that do not control traffic on the State Highway System and that may be associated with said access and that are located within the boundaries of the Station Property.

b. After the Commuter Rail Revenue Operation Date, the LOCAL GOVERNMENT PARTNER shall not unreasonably control or restrict access for vehicular, bicycle, bus or pedestrian traffic to or from the Station Property, for parking areas associated with the Station Property or to and from the Station platform. Any LOCAL GOVERNMENT PARTNER or LOCAL GOVERNMENT PARTNER's agent's development of ancillary facilities within or adjacent to the Station Property must not unreasonably degrade, restrict or reduce the vehicular, bicycle, bus and pedestrian access to the Station Property, Station Parking and the Station Platform, as constructed by FDOT during the Commuter Rail construction period. In the event access is unreasonably degraded, restricted or reduced, the FDOT shall bring the matter to the LOCAL GOVERNMENT PARTNER'S attention for discussion and resolution. If resolution cannot be determined mutually, the Parties shall employ the dispute resolution mechanism established in the Interlocal Operating Agreement to resolve the difference.

5. MAINTENANCE

a. Consistent with Section 4.09 of the Interlocal Operating Agreement, during the FDOT Funding Period, FDOT shall be responsible for maintenance of the Commuter Rail System including the Station Platform. Following expiration of the FDOT Funding Period, the Commission shall be responsible for maintenance of the Commuter Rail System, including the Station Platform.

b. With respect to the Sand Lake Road Station, except as set forth in Section 5(c.) below, at all times, the Station Property shall be maintained by the LOCAL GOVERNMENT PARTNER in whose boundaries the Station is located. Maintenance of the Station Property shall include, but shall not be limited to, maintenance of any and all parking, if any, associated with the Station.

c. With respect to the Sand Lake Road Station, after the Commuter Rail Revenue Operation Date, the LOCAL GOVERNMENT PARTNER shall be responsible for the maintenance and operations of the vehicular, bicycle, bus and pedestrian access to the Station Platform and to and within the Station Property, including but not limited to sidewalks, stairs, handicapped access, walkways, access roads, bus facilities, bicycle facilities and traffic control devices including signalization that are not located within FDOT right of way or that do not control traffic on the State Highway System. FDOT (during the FDOT Funding Period) and the Commission (following expiration of the FDOT Funding Period) shall have maintenance responsibility over the Station Platform, including any structure or device or system located on the Station Platform, including, but not limited to, ticket vending machines, ticket validators, CCTV devices and systems, communication systems, system information, water fountains and critical lighting. Following the FDOT Funding Period, the Commission shall have the same maintenance responsibility over the Station Platform as FDOT during the FDOT Funding Period. Maintenance includes the upkeep and repair of Station Platforms to include any structure or device or system located on the Station Platform. Maintenance of the Station Platform shall not be deemed to include utilities, housekeeping, janitorial or the general appearance of the Platform.

d. With respect to the Sand Lake Road Station (Station Platform and Station Property), consistent with Section 3.02 of the Interlocal Funding Agreement, except for maintenance work

that is covered by a maintenance bond or warranty provision resulting from the construction of the Station, or work that is required to be performed by the FDOT's Design Build Construction firm as a "punch list" item, the requirements for housekeeping, janitorial and the day to day appearance of the Station Property, the Station Platform, and Station Parking, for which the LOCAL GOVERNMENT PARTNER shall be responsible with its own funds, shall include, at a minimum, the following:

Immediate Cleaning Response

- Immediately respond to report of incidents involving feces, urine, blood, vomit or miscellaneous spills on station platforms. Miscellaneous spills include fluids which would limit the effectiveness of the abrasive character of the platform material and cause the potential for a slip and fall. Aesthetic spills do not require immediate cleaning response.
- Immediately respond to report of any broken glass on station platform.
- Immediately respond to report of offensive graffiti. Offensive graffiti includes but is not limited to that which is pornographic, racist, sexist, hate-related, profane, or foul. Offensive is defined as distasteful, disgusting or revolting, causing a reasonable person embarrassment.
- Immediate response to the items listed above shall be not more than 2 hours on the scene from time of notification.

Note: If an immediate / emergency response is required during SunRail train service hours, the general public must be protected from slip / trip / and fall hazards. Signage and/or caution cones or tape shall be used.

Daily Cleaning - Non-Peak Hours

- General cleaning services will be performed at each station from Sunday through Thursday.
- Cleaning will be documented and performed to allow a clean platform prior to the first train of the following morning.
- Cleaning Sunday through Thursday will include:
 - Remove all graffiti
 - Remove all unauthorized stickers, decals or posters
 - Sweep platform and associated walkways, excluding pedestrian crossovers located between platforms within the Corridor.
 - Remove debris and trash from platforms, benches and walkways, excluding pedestrian crossovers located between platforms within the Corridor.
 - Remove stains, spills and gum from platforms, walkways, benches, handrails, fixtures, passenger amenities, phones, Ticket Vending Machines (TVMs), ticket validators, and water fountains. Stains include spots, tarnish, blemishes and discolorations larger than the size of a US Mint dime.
 - Remove bird/animal droppings from all platform areas. Droppings include dung or feces from all birds and animals.
 - Remove trash from trash containers and replace plastic trash bags. Trash shall be hauled off of the Station Property after collection.
 - Remove cobwebs, egg sacs and nests from platforms, benches, fixtures, canopies and railings
 - Wipe down all surfaces of TVMs and validators

- Wipe inside of trash containers (clear) and tops and sides of containers
- Clean any display cases (bulletin boards for schedule information, etc.)
- Wipe down emergency call phone and customer information phone
- Wipe, clean and disinfect water fountains
- Clean feet and fingerprints marks from support structures, posts, walls and fixtures.

These include dirt, soil and grease marks caused by feet, shoes, hands or gloves.

Monthly Cleaning – Non-Peak Hours

- Hand wipe and clean station signage, excluding electronic message signs or signage between the platforms in the Corridor.
- Thorough cleaning of canopy support structures
- Pressure washing of platforms, walkways, benches, canopy support structures and tactile strips. Pressure washing must be performed during weekends.
- Hand wipe and clean all variable message signs
- Hand wipe and clean all TVMs and validators

Maintenance and Housekeeping - Station Property

- Twice daily trash removal from all receptacles (as shown on the Station Plans) and once daily trash pick-up from the platform, grounds, landscaping, and parking lot. Trash shall be hauled off Station Property after collection;
- Routine maintenance and repair of the parking surface, drainage systems, hardscape, landscaping and irrigation, lighting, signage and utilities, pedestrian, bicycle, bus, and vehicular access areas, and traffic control devices located within the boundaries of the Station Property;
- Routine mowing, edging, clipping and weeding of any turf and landscaping;

- Periodic pest control for Station Property. Periodic shall be defined as the same timeframe as utilized for the other public facilities within the LOCAL GOVERNMENT PARTNER'S control; and
- Overall maintenance which keeps all aspects of the Station Property in the State of Good Repair.

As a part of the FDOT Operations and Maintenance (O&M) third party contractor or other procurement, FDOT shall obtain a price to provide housekeeping, janitorial and the day to day appearance services for the Station Property, the Station Platform, and Station Parking. The LOCAL GOVERNMENT PARTNER, at their option, may choose to reimburse the FDOT for the cost of these services as an alternative to the LOCAL GOVERNMENT PARTNER providing and conducting the above-described services.

e. At the termination of the FDOT Funding Period, the FDOT shall assure that all areas and assets under its area of maintenance are transferred to the Commission in a State of Good Repair.

f. With respect to the Maitland Station, FDOT (during the FDOT Funding Period) and the Commission (following expiration of the FDOT Funding Period) shall have maintenance responsibility over the Station Platform, including any structure or device or system located on the Station Platform, including, but not limited to, ticket vending machines, ticket validators, CCTV devices and systems, communication systems, system information, water fountains and critical lighting. Following the FDOT Funding Period, the Commission shall have the same maintenance responsibility over the Station Platform as FDOT during the FDOT Funding Period. Maintenance includes the upkeep and repair of Station Platforms to include any structure or device or system located on the Station Platform. Maintenance of the Station Platform shall not be deemed to include utilities, housekeeping, janitorial or the general appearance of the Platform;

however, utilities, housekeeping, janitorial and general appearance of the Platform is anticipated to be addressed in a separate written agreement by and between LOCAL GOVERNMENT PARTNER and the City of Maitland which shall include standards that are the same or substantially similar to the standards stated in section 5.d. of this Agreement. In relation to the maintenance and housekeeping of the Maitland Station Property, said responsibilities shall be addressed in a separate written agreement by and between the FDOT and the City of Maitland.

g. With respect to the Winter Park Station, FDOT (during the FDOT Funding Period) and the Commission (following expiration of the FDOT Funding Period) shall have maintenance responsibility over the Station Platform, including any structure or device or system located on the Station Platform, including, but not limited to, ticket vending machines, ticket validators, CCTV devices and systems, communication systems, system information, water fountains and critical lighting. Following the FDOT Funding Period, the Commission shall have the same maintenance responsibility over the Station Platform as FDOT during the FDOT Funding Period. Maintenance includes the upkeep and repair of Station Platforms to include any structure or device or system located on the Station Platform. Maintenance of the Station Platform shall not be deemed to include utilities, housekeeping, janitorial or the general appearance of the Platform however, utilities, housekeeping, janitorial and general appearance of the Platform is anticipated to be addressed in a separate written agreement by and between LOCAL GOVERNMENT PARTNER and the City of Winter Park which shall include standards that are the same or substantially similar to the standards stated in section 5.d. of this Agreement.

6. USE OF STATION PLATFORMS

a. FDOT (during the FDOT Funding Period) and the Commission (following expiration of the FDOT Funding Period) or their respective agent or other third party assigned said

responsibility by the FDOT or Commission shall be solely responsible for the maintenance and the physical or electronic collection of revenue from ticket vending machines on the Station Platforms.

b. FDOT (during the FDOT Funding Period) and the Commission (following expiration of the FDOT Funding Period) shall have location and content control over the Station Platform and any structure or device or system located on the Station Platform. FDOT (during the FDOT Funding Period) and the Commission (following expiration of the FDOT Funding Period) shall have full control and authority over the critical system and operational elements of the Station Platform, such as, but not limited to, ticket vending machines, CCTV, communications and announcement systems, system information, and critical lighting.

c. Notwithstanding FDOT and the Commission's subsequent control and authority over the Station Platform and the critical system and operational elements, the LOCAL GOVERNMENT PARTNER may receive non-fare vending, advertising, naming rights, or concession revenues from elements on the Station Platform. Location and content of non-fare related vending, advertising, naming rights or concessions on the Station Platform are subject to review by FDOT, which shall not be unreasonably withheld, during the FDOT Funding Period and the Commission after the FDOT Funding Period, and said non-fare related vending, advertising, naming rights or concessions shall not restrict the pedestrian flow, emergency evacuation and the originally designed functionality of the Station Platform.

7. SECURITY

a. Consistent with Section 4.10 of the Interlocal Operating Agreement, prior to initiation of service, FDOT, in conjunction with the other LOCAL GOVERNMENT PARTNERS and in consultation with local law enforcement, shall prepare a safety and security plan which will

include but not be limited to the various types of security required for the Commuter Rail System, minimum levels of security, security responsibilities, security procedures, and security coordination. During the FDOT Funding Period, FDOT shall be solely responsible for security on the Corridor (including the Station Platforms) and on trains in service. Following expiration of the FDOT Funding Period, the Commission shall be solely responsible for security on the Corridor (including the Station Platforms) and on trains in service. Each LOCAL GOVERNMENT PARTNER shall be responsible for the costs of providing security for the Station Property. The Safety and Security Plan shall be completed six months prior to the Revenue Operation Date.

b. Consistent with 3.06 of the Interlocal Funding Agreement, Security for the Station Property shall be provided by the LOCAL GOVERNMENT PARTNER.

8. PARKING

Consistent with Section 3.02 of the Interlocal Funding Agreement, to the extent Federal or State funds are used to construct parking facilities associated with the Commuter Rail System there shall be no charge for Station parking during the FDOT Funding Period. Thereafter any charge for such parking shall be approved pursuant to Section 3.05(E) of the Interlocal Governance Agreement.

9. DEVELOPMENT OF ANCILLARY FACILITIES

a. Consistent with Section 3.04 of the Interlocal Funding Agreement, the LOCAL GOVERNMENT PARTNER has the right to develop ancillary facilities at the station locations that are consistent with the terms of this Joint Use Agreement and that are not prohibited by law. FDOT and the LOCAL GOVERNMENT PARTNER agree that maintaining a transit friendly atmosphere within and in the vicinity of Stations will encourage and foster use of the Commuter

Rail System and increase ridership. Therefore, the parties agree that each LOCAL GOVERNMENT PARTNER, to the extent permitted by law, shall encourage land use policies and restrictions in accordance with applicable law that encourage transit oriented land uses and enhance utilization of the Commuter Rail System by the general public. With respect to any right-of-way or other real estate owned by or under the control of FDOT contiguous to a Station, to the extent permitted by law, FDOT shall cooperate with the LOCAL GOVERNMENT PARTNER in determining appropriate uses for such property so as to promote the Commuter Rail System. To the extent permitted by law, the parties agree that the LOCAL GOVERNMENT PARTNER shall have the authority to establish ancillary facilities at the station locations and to grant allowable development rights, or to enter into agreements with landowners in the vicinity of a Station that will produce revenue for the LOCAL GOVERNMENT PARTNER. To the extent permitted by law, FDOT agrees to cooperate with the LOCAL GOVERNMENT PARTNER for development of the Station Platforms and Station Property.

10. STATION REVENUES

a. Consistent with Section 3.02 of the Interlocal Funding Agreement, during the FDOT Funding Period, revenue from the sources identified herein below and which are generated at any Commuter Rail System Station maintained wholly or in part by a LOCAL GOVERNMENT PARTNER shall be retained by the LOCAL GOVERNMENT PARTNER. The sources described and identified herein shall specifically exclude revenue generated from parking operations on Station Property and joint fare revenues during the FDOT Funding Period but shall include the following:

(1) Location and content of non-fare vending or concession revenues on the Station Platform are subject to review and concurrence by FDOT, which said concurrence shall not be

unreasonably withheld by FDOT during the FDOT Funding Period, and the Commission after the FDOT Funding Period;

(2) Facility rental income, excluding any revenue obtained from Amtrak. Potential tenants on space being leased shall be subject to review and concurrence by FDOT during the FDOT Funding Period and the Commission after the FDOT Funding Period. Said concurrence shall not be unreasonably withheld;

(3) Revenue generated from parking area or parking operations located on property that is not part of the Commuter Rail system;

(4) Financial contributions by other entities to the LOCAL GOVERNMENT PARTNER in support of one of the Stations listed in Section 2 of this agreement (above) or as a contribution toward the LOCAL GOVERNMENT PARTNER's Share of Local Operating Support payment; and

(5) Advertising and station naming rights, shall be subject to review and concurrence by FDOT during the FDOT Funding Period, and by the Commission following the FDOT Funding Period, which said concurrence shall not be unreasonably withheld.

11. ADDITIONAL STATION IMPROVEMENTS.

a. Consistent with Section 3.03 of the Interlocal Funding Agreement, in the event it is determined that additional parking or other improvements to the Station Property need to be provided at any given Station location, FDOT and the LOCAL GOVERNMENT PARTNER within whose jurisdiction the Station is located agree to work together to meet these needs.

b. The LOCAL GOVERNMENT PARTNER and the FDOT agree that the LOCAL GOVERNMENT PARTNER shall be responsible to undertake and to be responsible for the commitment(s) for the LOCAL GOVERNMENT PARTNER that are described and included in

Appendix A hereto. The FDOT shall be responsible to undertake and to be responsible for the commitment(s) for the FDOT that are described and included in Appendix A hereto.

c. The LOCAL GOVERNMENT PARTNER and the FDOT agree that the FDOT shall cause the Upgrades and Enhancements, if any, described in Appendix A to be incorporated into the design and construction of the Commuter Rail Station. In the event the amount of funds that are programmed in FDOT's Work Program are not sufficient to accomplish the design and construction of Upgrades and Enhancements, the FDOT shall consult with the LOCAL GOVERNMENT PARTNER and determine what Upgrades and Enhancements will be removed from the Project so that the cost of the Upgrades and Enhancements are equal to or less than the amount of funding that is programmed.

12. OTHER RIGHTS OF LOCAL GOVERNMENT PARTNERS

a. Consistent with Section 3.05 of the Interlocal Funding Agreement, the following specific policy areas have been reserved for the sole determination of each individual LOCAL GOVERNMENT PARTNER, and therefore excluded from oversight, control or action by FDOT or any other LOCAL GOVERNMENT PARTNER:

(1) any policy governing station amenity charges and other revenue sources, other than Commuter Rail System fares and parking charges at FDOT owned facilities during the FDOT Funding Period and after the FDOT Funding Period, Commission owned facilities, provided no such charge adversely affects the Commuter Rail System or patronage of the Commuter Rail System; and

(2) any policy governing development opportunities at or near a Station, provided that no such development adversely affects the Commuter Rail System or patronage of the Commuter Rail System, or restricts vehicular, bicycle or pedestrian access to the Station.

13. MISCELLANEOUS

a. Except for the Interlocal Funding Agreement, the Interlocal Governance Agreement, and the Interlocal Operating Agreement, this document incorporates and includes all prior negotiations, correspondence, conversation, agreements, or understanding applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. Specifically, nothing in this agreement shall be interpreted or construed to relieve the LOCAL GOVERNMENT PARTNER of its obligations for joint use agreement relating to station or stations maintenance as is stated in section 3.02 of the Interlocal Funding Agreement.

b. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body have jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

c. All notices required pursuant to the terms hereof shall be sent by first class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

FDOT – District Five
719 South Woodland Boulevard
Deland, Florida 32720

LOCAL GOVERNMENT PARTNER

Orange County Administrator

201 S. Rosalind Ave, 5th floor

Orlando, FL 32801

With a copy to:

Orange County Attorney

201 S. Rosalind Ave, 3rd floor

Orlando, FL 32801

d. This Agreement shall become effective when a fully-executed copy hereof has been filed with the clerk of the circuit court for the LOCAL GOVERNMENT PARTNER.

e. This Agreement may be assigned by the FDOT, without the need for further consent from the LOCAL GOVERNMENT PARTNER, to the Central Florida Commuter Rail Commission at such time as the operation of the Commuter Rail System is turned over to said Commission by the FDOT. Upon such assignment, a novation shall be deemed to be effected and the FDOT shall have no further obligations hereunder.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT PARTNER and the FDOT

have executed this Agreement effective this _____ day of _____, 20 ____.

**ORANGE COUNTY, FLORIDA
BY: BOARD OF COUNTY COMMISSIONERS**

**STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION**

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

By: *George S. Lovett*
Name: George S. Lovett

Date: 2.15.11

Date: 3/11/11
Title: District Five, Director of Transportation
Development

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: *Martha O. Haynie*
Deputy Clerk
GMGT-D-01

Attest: *Quentin Cepeda*
Executive Secretary



Legal Review: *[Signature]*
District Counsel

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Appendix A

ORANGE COUNTY STATION

Sand Lake Road Station

Local Government Partner Commitments:

1. Maintenance of wet and dry detention ponds and stormwater chambers.
2. Modify existing Joint Participation Agreement (JPA) with the FDOT for the maintenance of a new traffic signal at Orange Avenue and Office Court. This modified JPA shall include the provision for the County to pay for the cost to upgrade the signal from strain poles to mast arms.
3. Maintenance of Office Court and access road between Orange County's lift station and S. Orange Avenue.

FDOT Commitments:

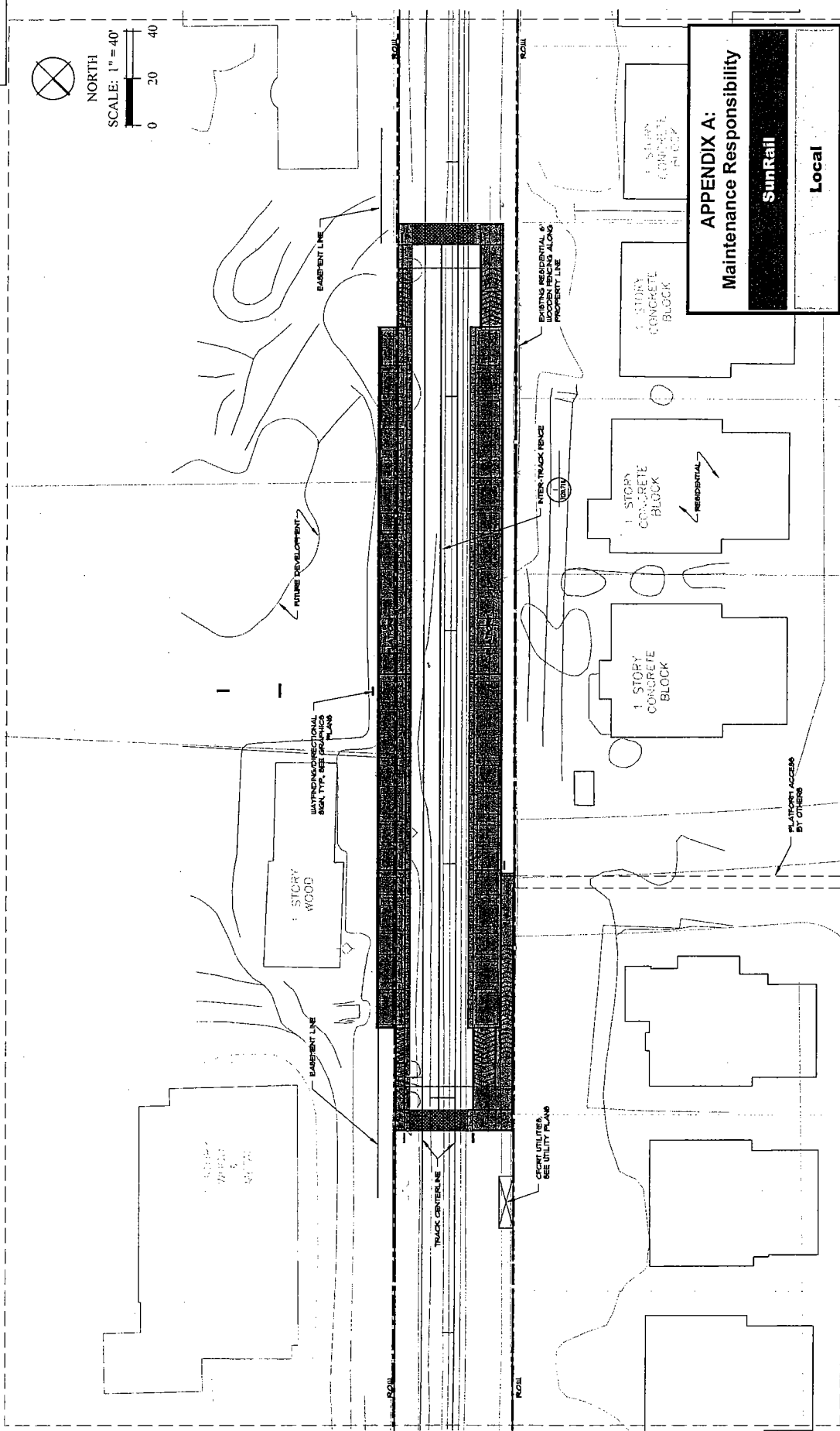
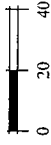
1. Obtain SJRWMD permit and construct ponds and install storm chambers.
2. Maintain FDOT Pond that is located adjacent to the east side of the CSXT rail corridor and, after the seven-year FDOT Funding Period, FDOT shall transfer the connection permit to the Commission.
3. Execute a formal commitment with LYNX to provide twelve (12) six feet by thirteen feet (6' X 13') "tolar style" bus shelters with advertising panels and bench at bus drop off area.

DRAWING NO.
HOT-007



NORTH

SCALE: 1" = 40'



APPENDIX A:
Maintenance Responsibility

SunRail

Local

REVISIONS		DESCRIPTION	
DATE	BY	DATE	BY

DIXIE LATHROP
AND ASSOCIATES, INC.
110 W. JESSIE AVE.
LOUISVILLE, KY 40202
TEL: 502.481.1377
FAX: 502.481.1378
CITY OF LOUISVILLE, KY LICENSE # 100000000

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CRT-105	ORANGE	412994-3-52-01

CENTRAL FLORIDA CHAPTER RAIL TRANSIT - 206
MAITLAND STATION
HARDSCAPE PLAN

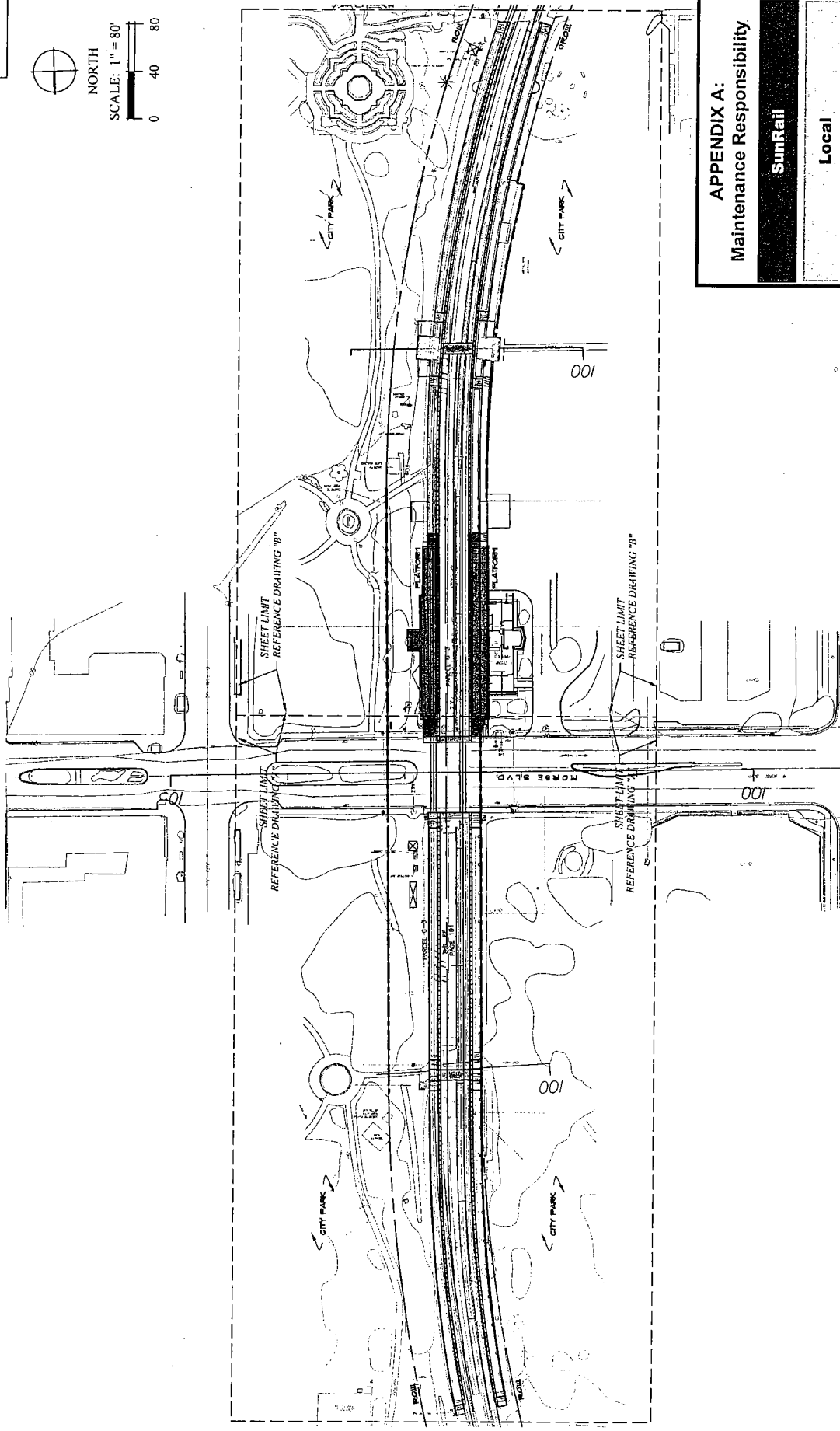
SHEET NO. 1043

DRAWING NO.
H08.007



NORTH

SCALE: 1" = 80'
0 40 80



APPENDIX A:
Maintenance Responsibility

SunRail

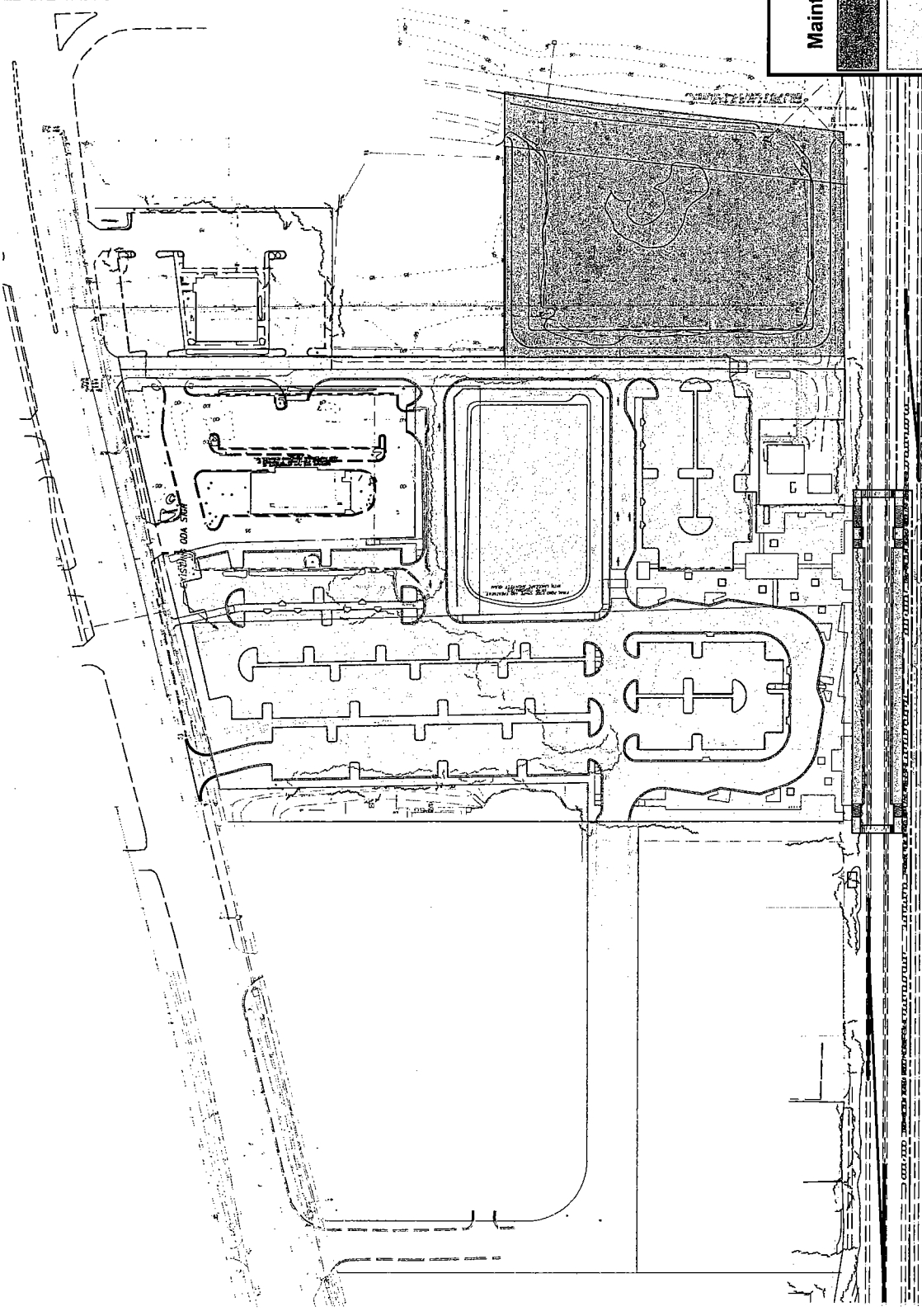
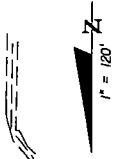
Local

DATE	BY	DESCRIPTION	REVISIONS	DATE	BY	DESCRIPTION

DIXIE E. LATHROP, P.E. #140 DIXIE LATHROP AND ASSOCIATES, INC. 150 W. BROAD AVENUE SUITE 200 ORANGE, FL 32767 TEL: 407.251.1777 FAX: 407.251.1778 Certificate of Authorization No. C0000388		STATES OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. COUNTY CRT-10S ORANGE 412984-3-52-01	CENTRAL FLORIDA COMMUTER RAIL TRANSIT - R06 WINTER PARK STATION HARDSCAPE PLAN	SHEET NO. 1087
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07/20/08 2.7.08 H:\work\CentralFlorida\1278613\3-52-01\WinterParkStation\H08.007.dwg P:\thorpe\thorpe.dwg 10/10/07

DRAWING NO.
C13-007



APPENDIX A:
Maintenance Responsibility

Sunrail

Local

CENTRAL FLORIDA COMMUTER RAIL TRANSIT - RB
SAND LAKE RD. STATION
PROPOSED SITE PLAN

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
ROAD NO. COUNTY FINANCIAL PROJECT ID
CRT-105 ORANGE 412984-3-52-01

AECOM
TRANSPORTATION
AECOM TECHNICAL SERVICES, INC.
Orlando, FL 32810
DAVID S. BURWELL, P.E. NO. 18583

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

17/07/2010 12:22:18 PM