

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

This Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the FDOT) and SEMINOLE 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 “**Sanford Station**”: This station is located near the City of Sanford, in unincorporated Seminole County, Florida on the north side of State Route 46, near the intersection with West Airport Boulevard. 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 150 spaces, with 232 spaces for base service as defined in the Interlocal Operating Agreement. Opening day parking will be provided in a surface lot. Auto access to the facility will consists of a full access and a right out only on State Route 46. A sketch of the Station is attached hereto as Appendix A.

Property 2: The “**Lake Mary Station**”: This station is located in the City of Lake Mary, in Seminole County, Florida on the north side of Lake Mary Boulevard, east of the intersection with Country Club Road. The station area will include the station platform, a kiss and ride area, a four bay bus drop off facility, and parking spaces. Opening day parking required is 325 spaces, with 325 spaces for base service as defined in the Interlocal Operating Agreement. Opening day parking will be provided in a surface lot. Auto access to the facility will consists of a right in/right out access driveway on Lake Mary Boulevard, and full access to Lake Mary Boulevard via two full access site driveways on Palmetto Avenue. A sketch of the Station is attached hereto as Appendix A.

Property 3: The “**Longwood Station**”: This station is located in the City of Longwood, in Seminole County, Florida on the east side of County Road 427 (South Ronald Reagan Boulevard), north of the intersection with State Route 434. The station area is surrounded by a future Transit Oriented Development (TOD) site, and will include the station platform, a kiss and ride area, an on street bus drop off facility, and parking spaces interspersed in the area around the TOD. Opening day parking required is 180 spaces, with 250 spaces for base service as defined in the Interlocal Operating Agreement. Opening day parking will be provided in multiple surface lots. Auto access to the facility will consists of access driveways on Longwood Street, Myrtle Street, Warren Avenue, and Church Avenue. A sketch of the Station is attached hereto as Appendix A..

Property 4: The “**Altamonte Springs Station**”: This station is located in the City of Altamonte Springs, in Seminole County, Florida on the east side of County Road 427 (South Ronald Reagan Boulevard), north of the intersection with State Route 436. The station area will include the station platform, a kiss and ride area, a seven bay bus drop off facility, and parking spaces. Opening day parking required is 325 spaces, with 325 spaces for base service as defined in the Interlocal Operating Agreement. Opening day parking will be provided in a surface lot. Auto access to the facility will consists of a right in/right out driveway on County Road 427 (South Ronald Reagan Boulevard) and full access to County Road 427 (South Ronald Reagan Boulevard) via a full access site driveway on Leonard Avenue. Access to the bus drop off facility will be via a separate full access on Leonard Street. 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

a. 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. 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, 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. Except as set forth in Section 5(c.) herein 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. 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, 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. 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 in the 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, drainage systems, 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 part of the FDOT Operations and Maintenance (O&M) third party contractor or other procurement, FDOT shall obtain, prior to the Revenue Operation Date, an itemized 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 or its assignee for the cost of all or any of these

services as an alternative to the LOCAL GOVERNMENT PARTNER providing and conducting these 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”.

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 and

concurrence 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 municipalities of Sanford, Lake Mary, Longwood and Altamonte Springs 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, to be incorporated into the design and construction of the Commuter Rail Station. The LOCAL GOVERNMENT PARTNER and the FDOT agree and acknowledge that the FDOT has certain Federal earmark funds programmed in the FDOT’s Work Program and that these Federal earmark funds will be applied to the Station design and construction and that the LOCAL GOVERNMENT PARTNER shall not be required to make any contribution for the design and construction of the Upgrades and Enhancements in such cases. The exchange of funds between the municipalities within the jurisdiction of the LOCAL GOVERNMENT PARTNER and FDOT shall be by FDOT’s JPA process. The LOCAL

GOVERNMENT PARTNER shall assist, coordinate and facilitate coordination between FDOT and the municipalities. In the event the amount of the Federal earmarked 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 respective municipality to 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 Federal earmark 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.

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

County Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771
Phone (407) 665-7211
Fax (407) 665-7958

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 11th day of January, 2011.

**SEMINOLE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

By: Brenda Carey
Name: Brenda Carey
Title: Chairman – BOCC

Date: 1/13/11

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: George S. Lovett
Name: George S. Lovett
Title: District Five, Director of Transportation Development

Date: 3/11/11

Attest:

Maryanne Morse
Clerk to the Board of County Commissioners
of Seminole County

For use and reliance of Seminole County only.
Approval as to form and legal sufficiency.

Legal Review:

Deputy County Attorney

Attest:

Executive Secretary

Legal Review:

District Counsel

Appendix A

SEMINOLE COUNTY STATIONS

Sanford Station

Local Government Partner Commitments:

1. Maintenance of the joint use pond located on east side of the FDOT parcel extending from the CSXT railroad to State Road 46. Said pond will be designed to accommodate future development plans for the adjacent property owner (Densch) as a part of Joint Use Retention/Detention Agreement dated May 13, 2010.
2. Coordinate with Densch regarding their intent at some point in the future to construct a rail spur connecting its property with the mainline of the CSX Railroad. FDOT has provided to Densch two alignments for this spur that are acceptable to it and will not disrupt the operation of the Sanford Station or endanger those utilizing it. However, the ultimate decision of whether or not to issue a permit for the connection of the spur rests entirely with CSXT.

FDOT Commitments:

1. Obtain SJRWMD permit and control construction of the joint use pond located on the west side of the FDOT parcel extending from CSXT railroad to SR 46. Said pond is intended to be designed to accommodate future development plans for the adjacent property owner, Densch.
2. FDOT will take no action directly or indirectly to oppose the construction by Densch of a spur provided the spur occupies one of the two alignments acceptable to FDOT (provided as Exhibit F of the Joint Use Retention/Detention Agreement with Densch).
3. The FDOT shall realign the access driveway with Airport Boulevard and with SR 46 to facilitate buses and park and ride traffic.
4. Extend the eastbound left turn lane approximately 200 feet and resurface said section on SR 46 at the site entrance to the Station.
5. Execute a formal commitment with LYNX to provide ten (10) bus shelters, each of which is ten feet by ten feet (10' X 10') in size with ring sheets at the bus drop off area in the Park & Ride lot.

Lake Mary Station

Local Government Partner Commitments:

1. Continued maintenance of existing Seminole County retention pond located adjacent to Lake Mary Boulevard and the Lake Mary Station.

FDOT Commitments:

1. Obtain SJRWMD permit and control construction of the pond located adjacent to Lake Mary Boulevard and the Lake Mary Station.
2. Construct new directional median opening at main driveway access into station and close existing median opening along Lake Mary Boulevard.
3. Execute a formal commitment with LYNX to provide five (5) bus shelters, each of which shall be six feet by thirteen feet (6' X 13'), with benches at the bus drop off area located at the Park and Ride lot.

Longwood Station**Local Government Partner Commitments:**

1. Maintenance of ponds on the east side of northeast parking lot (Pond #1); on the south side of Church Avenue (Pond #2); and the pond located between Warren and Bay Avenues at the southern parking lot (Pond #3).

FDOT Commitments:

1. Obtain SJRWMD permit and construct all ponds located on station property.
2. Construct Myrtle Avenue extension through adjacent proposed Transit Oriented Development for internal bus circulation.
3. Construct new median opening and channelization at County Road 427/Palmetto Avenue and close the existing median opening at County Road 427/East Orange Avenue.
4. Execute a formal commitment with LYNX to provide three six feet by 13 feet (6' X 13') bus shelters with benches at the bus drop off area in the park and ride lot.

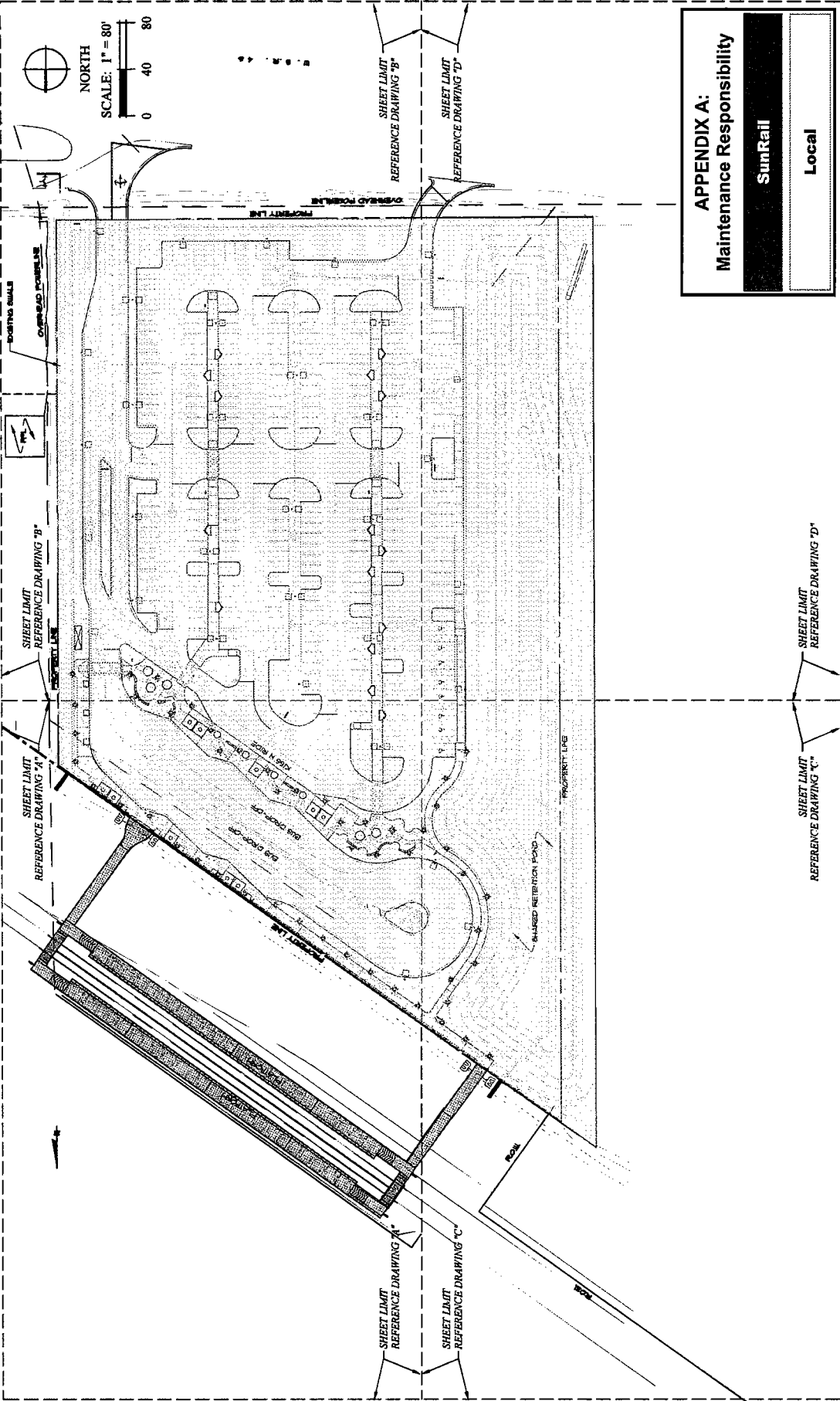
Altamonte Springs Station**Local Government Partner Commitments:**

1. Maintenance of the pond and all stormwater facilities located on the station property or serving the station.
2. Maintain Leonard Street from CR 427 to the CSXT Railroad corridor.

FDOT Commitments:

1. Obtain SJRWMD permit and construct pond and install storm chambers on station property.
2. Upgrade pavement on Leonard Street for bus traffic from County Road 427 to CSXT Railroad corridor.
3. Extend the southbound left turn lane along CR 427 at Leonard Street approximately 300 feet.
4. Execute a formal commitment with LYNX to provide six (6) six feet by 13 feet (6' X 13') bus shelters with benches at the bus drop off area in the park and ride lot.

DRAWING NO.
H03.007

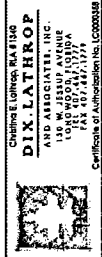


APPENDIX A:
Maintenance Responsibility

SunRail

Local

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION



CHAS. E. LATHROP, P.E.
DIX LATHROP
AND ASSOCIATES, INC.
1000 N. W. 10TH AVE.
SUITE 100
FORT WORTH, TEXAS 76102
TEL: 817/341-1171
FAX: 817/341-1171
Certificate of Authorization No. LC0000359

STATES OF FLORIDA
DEPARTMENT OF TRANSPORTATION
ROAD NO. COUNTY FINANCIAL PROJECT ID
CRT-105 SEMINOLE 412954-3-52-01

CENTRAL FLORIDA CONVENTOR RAIL TRAMWAY - RM
SANFORD STATION
HARDSHIP PLAN
SHEET NO. 504

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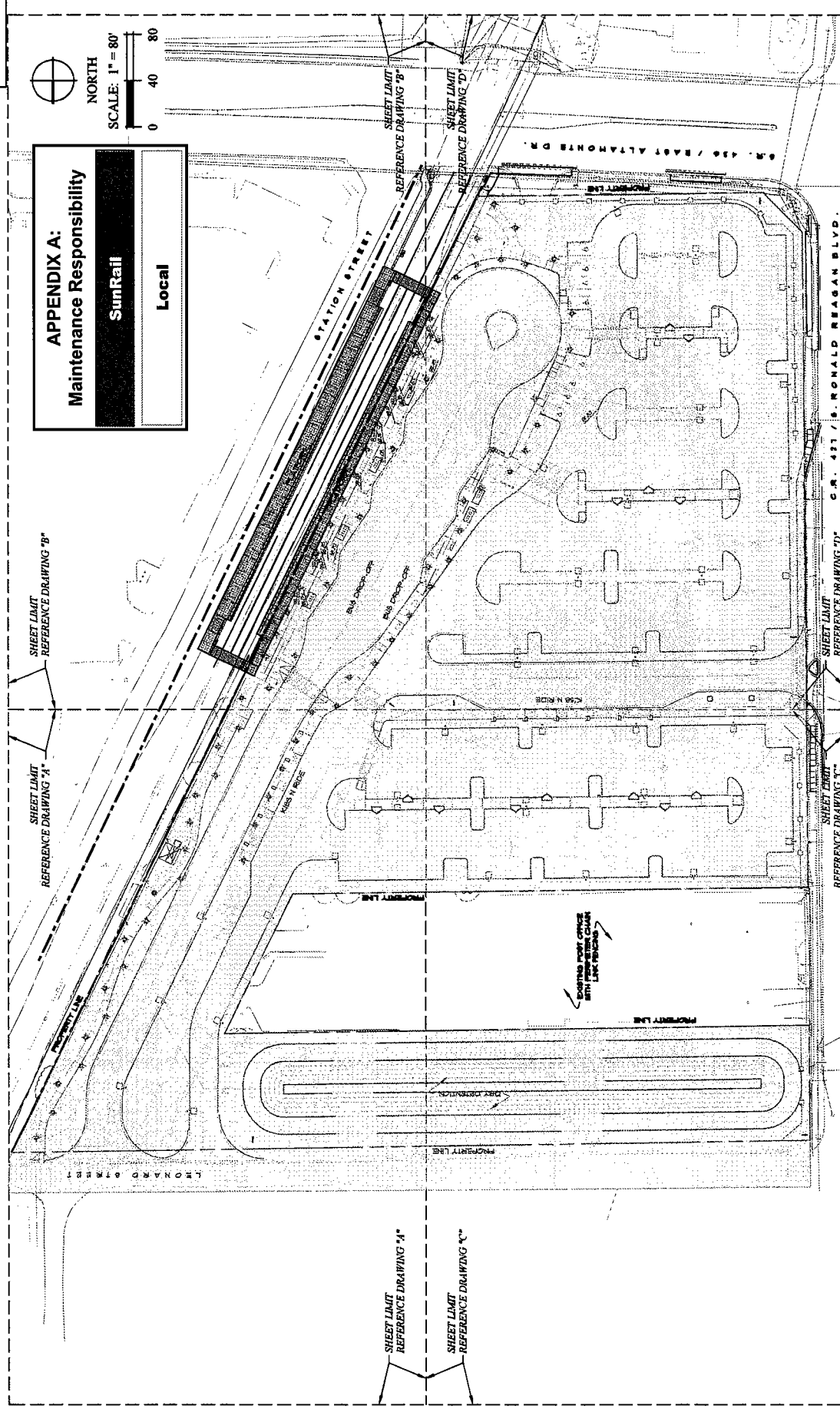


SCALE: 1" = 80'

Local

SunRail

Local

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