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

This Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the FDOT) and OSCEOLA 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 Funding Agreement 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 "**Osceola Parkway Station (also known as the Tupperware Station)**": This station is located near the City of Kissimmee, in unincorporated Osceola County, Florida on the north side of Osceola Parkway, near the intersection with Orange Avenue. The station area will include station platforms, a kiss and ride area, a three bay bus drop off facility and parking spaces. Opening day parking required is 100 spaces, with 100 spaces for base service as defined in the Interlocal Operating Agreement. Opening day parking will be provided in a surface lot. Automobile access to the facility will consists of a roadway connection to Orange Avenue. A sketch of the Station is attached hereto as Appendix A.

Property 2: The "**Kissimmee Station**": This station is located in the City of Kissimmee, in Osceola County, Florida on the southeast side of East Broadway Street, adjacent to Pleasant Street between East Dakin Avenue and East Neptune Avenue. The station area will include the station platforms, a kiss and ride area, an existing eight bay bus super stop facility provided by LYNX, and parking spaces. Opening day parking required is 195 spaces, with 195 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 direct access to Pleasant Street, and full access to East Dakin Avenue via existing parking lot driveways. A sketch of the Station is attached hereto as Appendix A. In the event the City of Kissimmee undertakes to

construct (or cause to be constructed by the FDOT through a separate agreement) an Intermodal Garage on the footprint of the surface parking area referred to herein, then the City of Kissimmee will be responsible to provide, if necessary, an interim parking area to serve the SunRail Station should the Intermodal Garage not be available by Revenue Operations Date. Said interim parking area must, at a minimum, provide no less than 150 parking spaces and must be located near the station as indicated on the sketch of the station, Appendix A hereto. The interim parking area will be ADA compliant. The City of Kissimmee will be the owner of and responsible for the permanent operation and maintenance of the Intermodal Garage. During SunRail hours of operation, the Intermodal Garage will allow for a minimum of 345 parking spaces for the SunRail commuter rail customers on the ground floor and on the next lowest levels of the structure. During hours of operation of SunRail, the City of Kissimmee will be precluded from charging for parking for SunRail customers for the FDOT Funding Period. The parties hereto agree, that in the event the City of Kissimmee constructs or causes to construct an Intermodal Garage as described herein, that the Intermodal Garage will not be a part of the SunRail Commuter Rail System notwithstanding the fact that it will provide specifically allocated parking to serve the Kissimmee SunRail Station.

Property 3: The "**Poinciana Station**": This station is located in unincorporated Osceola County, Florida on the east side of South Poinciana Boulevard, north of the intersection with US Route 17-92. The station area will include the station platforms, a kiss and ride area, a three bay bus drop off facility, and parking spaces. Opening day parking required is 125 spaces, with 125 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 consist of access driveways on to

South Rail Avenue, which intersects to the west with Poinciana Boulevard. 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. Any and all signalization that may be warranted and installed as a result of the construction of the SunRail Stations shall be maintained consistent with the existing Traffic Signal and Maintenance Agreement by and between the Department and the Local Government having jurisdiction of the signals in question including all that 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 and in Section 2(c) above, 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 surface parking, if any, associated with the Station. In the event the City of Kissimmee constructs (or causes to be constructed) a multi-level Intermodal Garage to provide parking as described hereinabove, then the City of Kissimmee will

be solely responsible to operate and to maintain the Intermodal Garage at the sole cost and expense of the City of Kissimmee.

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, phone/communication service to the platform, housekeeping, janitorial or the general appearance of the Platform, which is the responsibility of the LOCAL GOVERNMENT PARTNER.

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 Construction Contractor 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 (except for the City of Kissimmee's Intermodal Garage which shall provide specifically allocated parking for the Kissimmee SunRail Station and which shall be operated and maintained by the City of Kissimmee), 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 fluid 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 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 with clear only plastic trash bags. Trash shall be hauled off of the Station Property after collection.
    - Remove cobwebs, egg sacs and nests from platforms, benches, 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 platforms, grounds, landscaping, drainage systems, and parking lot. Trash shall be hauled off of 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 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 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 Operating Date.

b. Consistent with 3.06 of the Funding Interlocal 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 applicable Commuter Rail Station. The LOCAL GOVERNMENT PARTNER and the FDOT agree and acknowledge that the LOCAL GOVERNMENT PARTNER has identified local funds that will be applied to the Station design and construction of the Upgrades and Enhancements. The contribution of funds shall be in accordance with and subject to the terms and conditions of a standard Locally Funded Agreement (LFA) that will be entered into by the LOCAL GOVERNMENT PARTNER and the FDOT. The LFA will require the local funds to be provided to the FDOT 60 days prior to the FDOT's Production Date, which is the date the Project is advertised for bids. The current anticipated Production Date is during March, 2015; however, the FDOT will keep the LOCAL GOVERNMENT PARTNER advised of its schedule. In the event the amount of the local funds that are contributed and 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 local and private sector funding that is programmed in FDOT's Work Program. In accordance with the terms of the LFA, in the event that the cost of the design and construction of the Upgrades and Enhancements is less than the LOCAL GOVERNMENT'S contribution of funds hereunder, FDOT and LOCAL GOVERNMENT shall refund the excess funds to the LOCAL GOVERNMENT PARTNER.

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 and 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
Jonathan Duazo
SunRail Transportation Manager
801 SunRail Drive
Sanford, FL 32771

LOCAL GOVERNMENT PARTNER
County Manager
Osceola County Administration Building
1 Courthouse Square
Kissimmee, Florida 34741

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.

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IN WITNESS WHEREOF, the LOCAL GOVERNMENT PARTNER and the FDOT have executed this Agreement effective this _____ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA

By: _____
Chairman/Vice Chairman

Date: January 12, 2015

Attest:

_____
Clerk/Deputy Clerk of the Board

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

Legal Review:

_____
County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: Frank O'Dea
Title: District Five, Director of Transportation Development

Date: 1/22/15

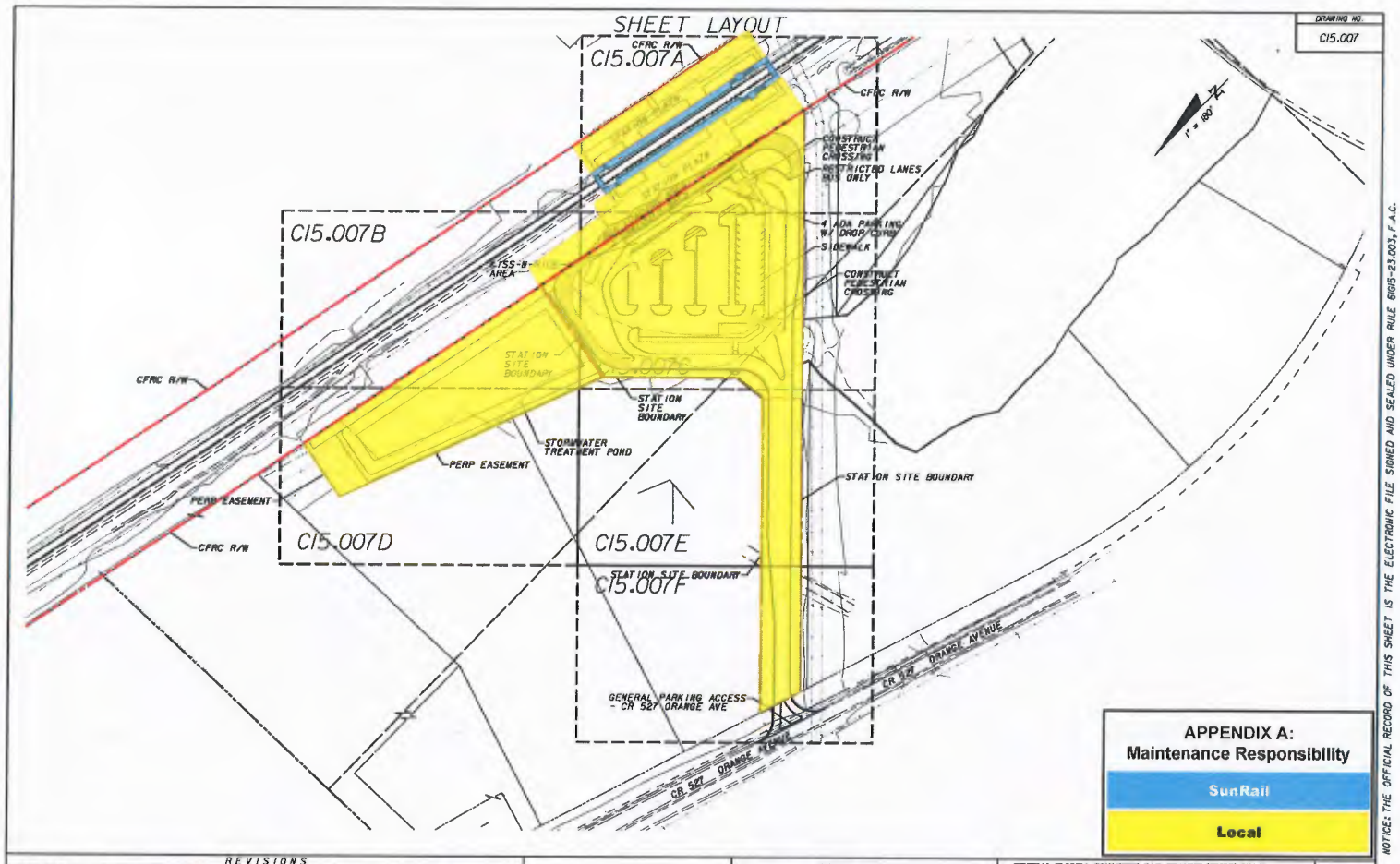
Attest:

_____
Executive Secretary

Legal Review:

_____
District Counsel

Appendix A



NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CFRC P2S	OSCEOLA	423446-9-52-01

CENTRAL FLORIDA COMMUTER RAIL TRANSIT (CFCRT) PHASE 3 SOUTH

OSCEOLA PARKWAY STATION
PROPOSED SITE PLAN

SHEET NO.

10/7/2013 2:15:25 PM R:\4129945329\roadway\C15-007 - prop site.dgn

Tupperware Station Selections

Base item	Description of item
Benches	B- 4 See upgrade list – Maggie bench for platform and plaza area COLOR: "Black
Trash Receptacle	TR-1, COLOR: "Black"
Platform Brick Pavers	BRAND: Tremron; COLOR: "Oak Run"; PATTERN: Herringbone
Canopy Style & Structure Color	STYLE: Type A, COLOR: "Constellation 44GR" Canopy underside White 00WH
Standing Seam Roof Color	BRAND: Berridge; COLOR: "Spruce"
Bike Rack	BR-1, Dero -2 bike capacity COLOR: "Black"
Platform/Plaza Lights	BRAND: Kim; MODEL: ERA Lantern on 12' pole; COLOR: "Black"
Parking lot Lights	BRAND: Kim; MODEL: Archetype on 24' pole; COLOR: "Black"
Drinking Fountain	BRAND: Halsely Taylor; MODEL: Endura II #4420; COLOR: "Black"
Signage	Tupperware Station
LYNX Shelters	LYNX 6' x 13' cantilever style to match SunRail Spruce colored roof Constellation color for the support structures
Landscaping	Yellow Tabebuia

12-16-14

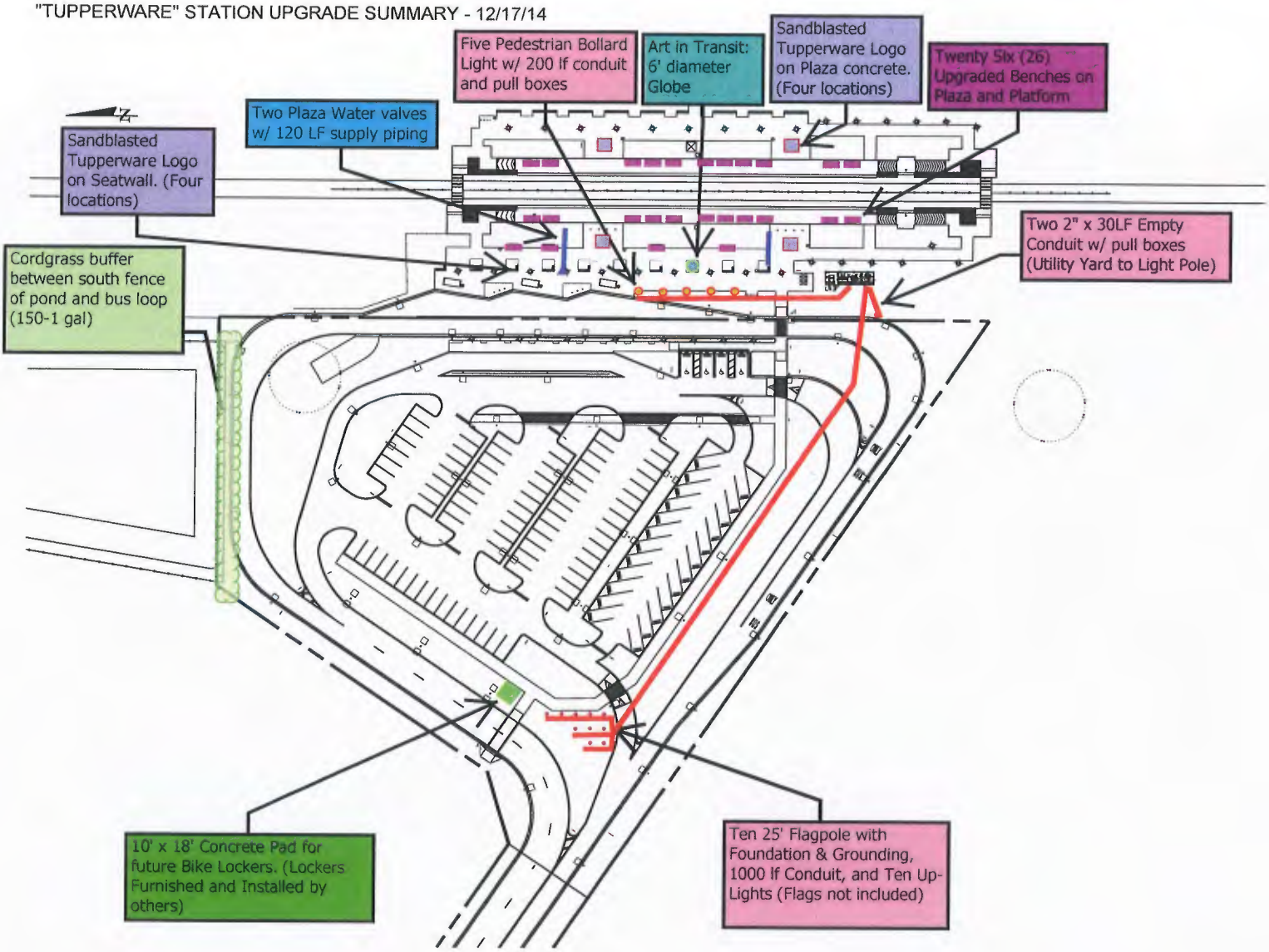
Tupperware Station Upgrade Summary

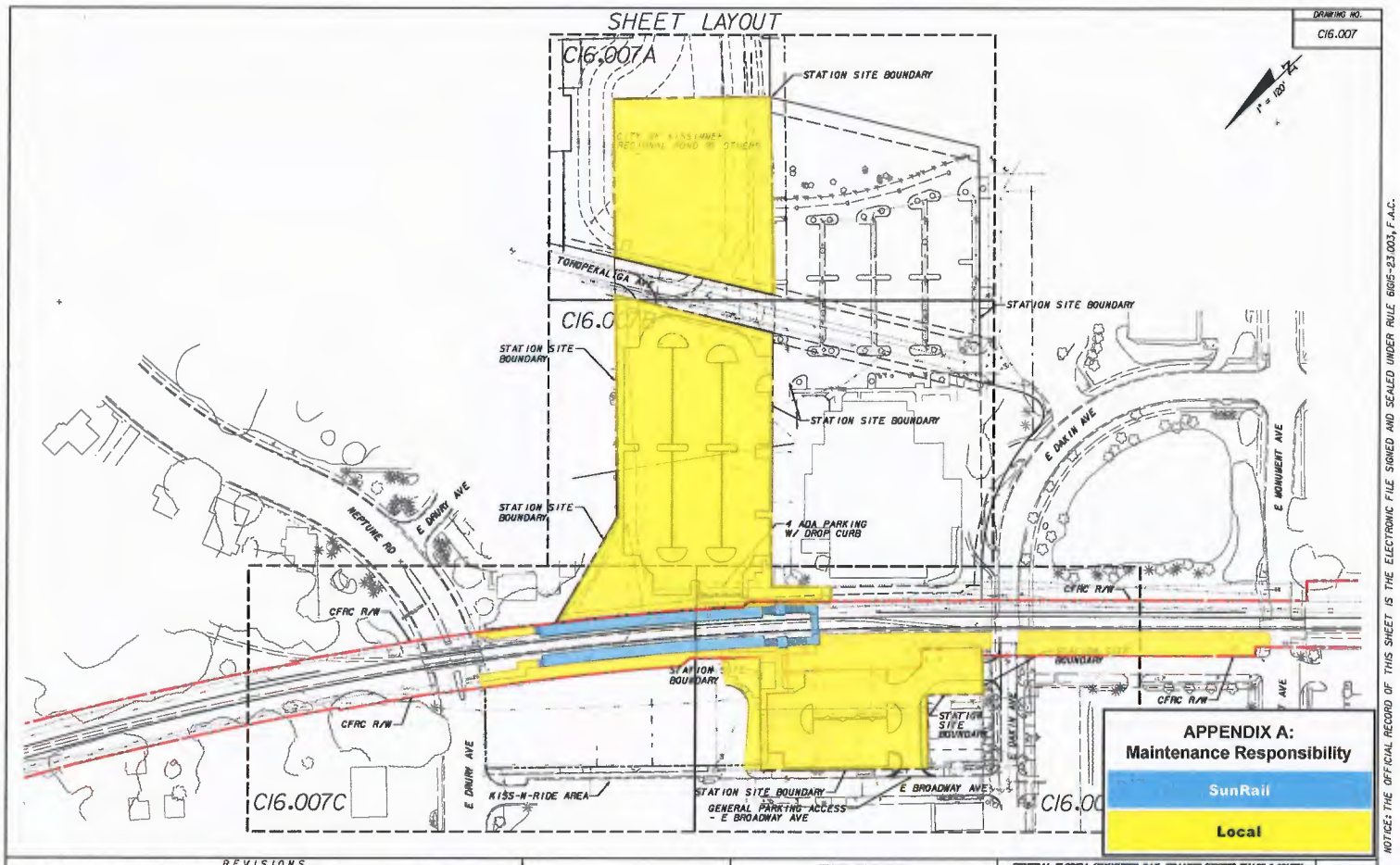
Upgrade item	Description of upgrade	Cost
Art in Transit (enhanced)	World Concept sculpture • Approximate 6 foot diameter globe structure per concept drawings • Base is included in station art in transit budget	$15,300
Conduit for future CCTV	Conduit only (Cameras and Infrastructure not included) from the utility yard to the Light pole at the entrance road. Located per attached sketch. • 60 lf (2 runs of 2" empty conduit @ $9/lf = $540 plus 2 pull boxes @ $600 each =$1,200	$1,740
Pedestrian Bollard Lighting	Additional Bollard lighting on Plaza (Black) • 5 @ $1,000 each = $5,000 • 200 LF @ $8/LF = $1,600 conduit • 6 pull boxes @ $600/each = $3,600	$10,200
Cordgrass along pond fence	Additional cordgrass along southside pond fence • 150 – one gallon plants @ $4.50 each (installed) less credit for substitution for sod $-340)	$335
Concrete Pad for future bike lockers	18 ft. x 10 ft 4 in thick concrete pad at $3.44 / sq ft. Bike lockers not included; to be provided by others	$620
Bench-upgraded in plazas and platforms	Upgrade benches on platform and in plaza areas from base to "Maggie" style with dividers" (black color) with armrest • 26 upgraded benches @ $1,200/each = $31,200	$31,200
Tupperware identification	Flag poles with up lighting located per plans • 10 – 25 foot aluminum flag poles @ $1,930 each including foundation • 1000 LF 2" conduit @ $9/LF= $9,000 • 10 – Up-Light @ $640/each = $6,400 • Grounding for 10 poles $150/each = $1,500 • Flags not included	$36,200
Water valves	Water valve connection on the plazas Located per attached sketch. • 2 faucet @ $1,250 ea • 120 LF of piping @ $4/LF = $480	$2,980
Sandblasted Logo at Plaza Entrance on Concrete	Tupperware "fountain" Logo at primary plaza/platform interface sandblasted on non-colored concrete plaza with special aggregate (for example granite) to enhance the effect. Approximately 8' square. • Located per attached sketch • 4 locations @ 64 sq ft x $6 / sq ft = $1,536	$1,536
Sandblasted Logo on Plaza Seatwalls	Tupperware "fountain" Logo sandblasted on non-colored concrete plaza Seatwalls with special aggregate (for example granite) to enhance the effect. Approximately 2' square • Located per attached sketch • 4 locations at primary plaza/platform interface. @ 4 sq ft x $6/sq ft = $96	$96
	Subtotal	$100,207
	20% contingency	$20,041
	Total Budget	$120,248

11-7-14 meeting cost update 12-17-14

This does not include furnishing or installing the following: bike lockers, trees along the entrance roadway, and sidewalk along the entrance roadway.

"TUPPERWARE" STATION UPGRADE SUMMARY - 12/17/14





NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CFRC P2S	OSCEOLA	423446-9-52-01

CENTRAL FLORIDA COMMUTER RAIL TRANSIT (CFCRT) PHASE 2 SOUTH

KISSIMMEE STATION
PROPOSED SITE PLAN

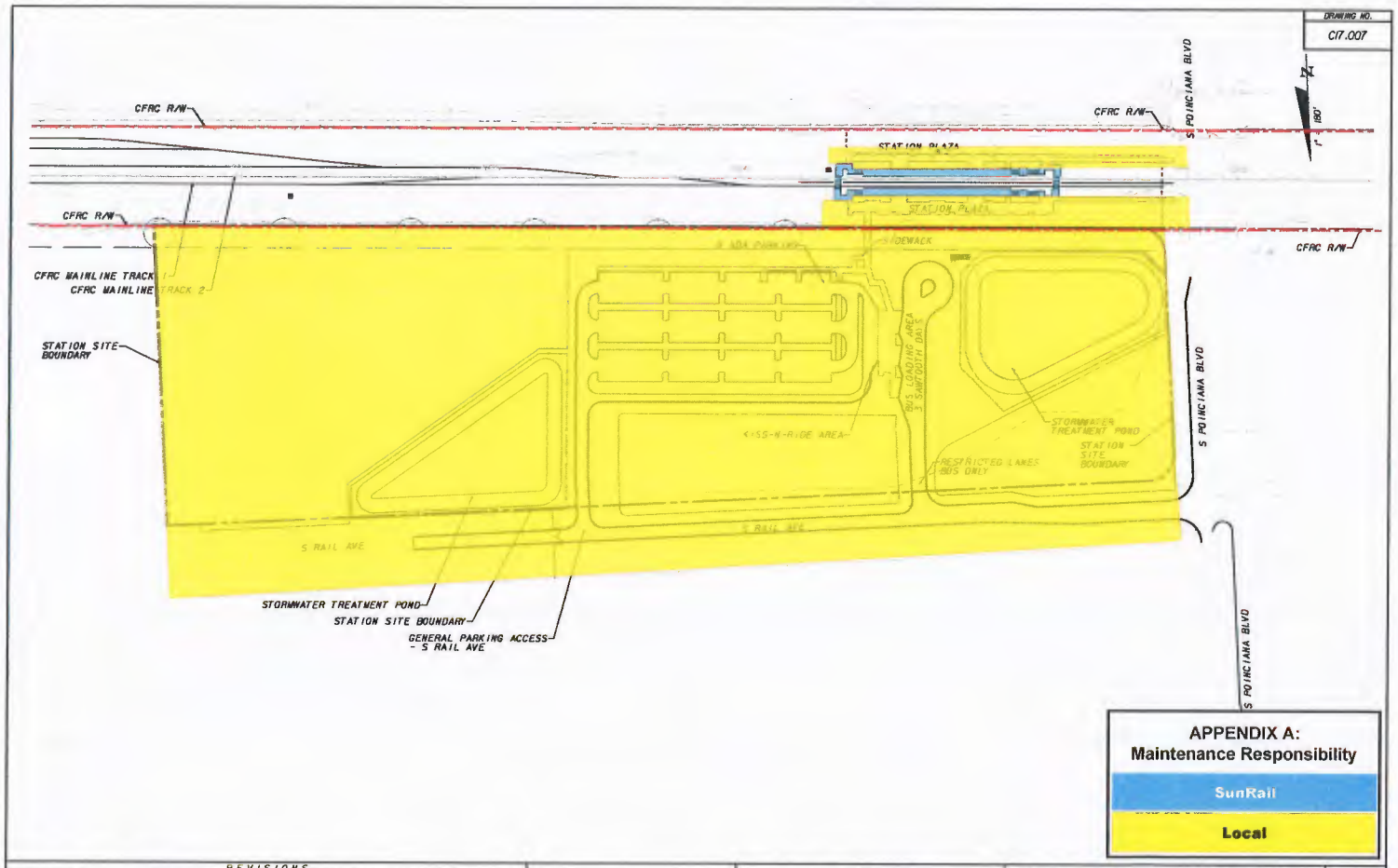
SHEET NO.

10/7/2013 2:20:55 PM R:\4229945520\roadway\C16-007 - prop site.dgn

Kissimmee Station Selections

Base item	Description of item
Benches	BRAND: B- 3 Dumor 160 series style to match LYNX Super stop benches COLOR: "Black
Trash Receptacle	TR-2, COLOR: "Black"
Platform Brick Pavers	BRAND: Tremron Pine Hall Brick; COLOR: "Autumn"; PATTERN: Running Bond
Canopy Style & Structure Color	STYLE: Type F, similar to the existing Amtrak canopy COLOR: "Constellation 44GR" Canopy underside White 00WH
Standing Seam Roof Color	BRAND: Berridge; COLOR: "Hemlock Green"
Bike Rack	BR-1, Dero – 2 bike capacity COLOR: "Black"
Platform/Plaza/Parking lot (adjacent to Amtrak Station) lights	BRAND: Kim; MODEL: Era Lantern on 12' pole; COLOR: "Black"
Drinking Fountain	BRAND: Halsely Taylor; MODEL: 202 Historic Fountain; COLOR: "Black"
Art in Transit	Pedestal provided for local art

12-12-14



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CFRC P2S	OSCEOLA	423446-9-52-01

CENTRAL FLORIDA COMMUTER RAIL TRANSIT (CFCRT) PHASE 2 SOUTH

POINCIANA STATION
PROPOSED SITE PLAN

SHEET NO.

12/19/2014 11:34:18 AM M:\60132229-CFCRT\400 Technical\450 CADD\05 PE Phase2South\4229495520\roadway\Sheets\C17

Poinciana Station Selections

Base item	Description of item
Benches	BRAND: B -1 Dumor Series 58 or equal COLOR: "Black
Trash Receptacle	TR-1, COLOR: "Black"
Platform Brick Pavers	BRAND: Tremron; COLOR: "Oak Run"; PATTERN: Herringbone
Canopy Style & Structure Color	STYLE: Type A, COLOR: "Constellation 44GR" Canopy underside White 00WH
Standing Seam Roof Color	BRAND: MBCI or equal COLOR: "Spruce"
Bike Rack	BR-1 Dero – 2 bike capacity COLOR: "Black"
Platform/Plaza Lights	BRAND: Kim; MODEL: Era Lantern on 12' pole; COLOR: "Black"
Parking lot Lights	BRAND: Kim; MODEL: Archetype on 24' pole; COLOR: "Black"
Drinking Fountain	BRAND: Halsely Taylor; MODEL: Endura II #4420; COLOR: "Black"
Art in Transit	3 - Metal "Post Card" similar style as in DeBary Station; Old photos provided as sample
LYNX Shelters	LYNX 6' x 13' cantilever style to match SunRail canopy colors: Spruce colored roof, Constellation color for the structure

12-16-14