

**AGREEMENT FOR SYNCHRONIZATION
GRADE CROSSING AND TRAFFIC CONTROL DEVICES**

THIS AGREEMENT, made and entered this _____ day of _____, 20____, by and between **FLORIDA EAST COAST RAILWAY L.L.C.**, a Limited Liability Company organized and existing under the laws of FLORIDA, with its principal place of business in the city of JACKSONVILLE, County of DUVAL, State of FLORIDA, (hereinafter “**FEC**”) and **BRIGHTLINE TRAINS FLORIDA LLC**, a Limited Liability Company organized and existing under the laws of DELAWARE, with its principal place of business in the city of MIAMI, County of MIAMI-DADE, State of FLORIDA (hereinafter “**BL**”); and **INDIAN RIVER COUNTY**, a political subdivision of the State of Florida (hereinafter “**COUNTY**”).

WHEREAS, train-activated railroad grade crossing warning devices, (hereinafter “**Crossing Warning Devices**”), presently exist at the railroad/highway grade crossing on 41st Street which crosses at grade the right of way and track(s) of FEC’s Mile Post 225 + 2418 feet in or near Indian River County, Florida (hereinafter the “**Crossing**”); and

WHEREAS, a highway-to-highway intersection exists adjacent to or in close proximity to the aforementioned Crossing; and the COUNTY in the interest of safety, desires that the Crossing Warning Devices be synchronized with existing and/or proposed highway traffic signal devices, including but not limited to traffic signal heads, vehicle detection systems and signage (hereinafter “**Highway Signal Devices**”), so as to assist in clearing highway traffic from the Crossing upon the approach of trains, and to provide for improved operational efficiency of the highway system during train passage;

NOW, THEREFORE, in consideration of the mutual undertaking as herein set forth, the parties agree as follows:

1. **BL**, at its expense, and on behalf of the **COUNTY**, will furnish and install a preemption synchronization circuit of the “closed loop fail safe design principle,” (in which the normally closed electrical contacts will open on approach or presence of a train), to a common cable junction box and install other equipment necessary to provide adequate preemption time. The installation of the junction box will be done near or adjacent to the **COUNTY’S** Highway Signal Devices control cabinet.
2. The **COUNTY**, at its expense, will install or have installed all cable, circuitry and related equipment, required to operate the Highway Signal Devices in a coordinated and synchronized manner; will provide the connecting cable from the Highway Signal Devices to the common cable junction box with sufficient cable to be connected to terminals in **FEC**’s control case, and will configure the preemption synchronization circuit with its system whereby a failure of the Highway Signal Devices will create a safe condition for both the rail corridor and the roadway. The **COUNTY** will furnish **FEC** a written and/or graphic description of the Highway Signal Devices, both in operational mode and failed mode preempted sequence mode.
3. The common cable junction box and inter-connecting cable from the common cable junction box to the Highway Signal Devices shall be deemed the property of the **COUNTY** and shall be maintained by the **COUNTY**. The inter-connecting cable from the common cable junction box to the Crossing Warning Devices shall be maintained by **FEC**. The parties hereto shall each have access to the common junction box in order to perform appropriate maintenance and testing.
4. Attached hereto as **Exhibit A**, and by this reference made a part hereof, are plans and/or operational design sheets with specifications of work to be performed by **BL** pursuant to the terms hereof. All work performed by **BL** shall be performed in accordance with these plans and specifications as approved by the **COUNTY**; and all subsequent plan changes shall likewise be approved by the parties.
5. The **COUNTY** will construct, operate and maintain the Highway Signal Devices at its expense. The **COUNTY** agrees to give **FEC** sufficient notice prior to making any changes in the operation thereof which, in any way, might affect the coordination features of the Crossing Warning Devices. In the event said Highway Signal Devices, and/or coordinating facilities of the **COUNTY** become inoperative, the **COUNTY** will notify **FEC** and restore or repair such devices and/or facilities promptly, and use other means, including traffic control personnel or law enforcement personnel, to control the flow of traffic at the traffic signal locations at any time the Highway Signal Devices or preemption devices are inoperative so as to clear the highway/railroad grade Crossing before the approach of trains..
6. **FEC** will operate and maintain the Crossing Warning Devices, overhead trusses, and cantilevers pursuant to the Crossing License Agreement (“**License Agreement**”) identified in **Exhibit B**, and likewise agrees to give the **COUNTY** sufficient advance notice prior to making any changes in the operation thereof which, in any way, would

affect the coordination features of the **COUNTY'S** Highway Signal Devices. In the event said Crossing Warning Devices and/or coordination facilities of **FEC** become inoperative, **FEC** will notify **COUNTY** and restore or repair such devices and/or facilities.

7. Notwithstanding anything in this agreement to the contrary, the cost of any adjustment, relocation or replacement of said synchronization devices and equipment related Highway Signal Devices, upon written notice from the **FEC** or **BL**, that the relocation is necessary due to railroad operations, including but not limited to, track relocation, maintenance or replacement, or because of changes or additions to the **FEC** and/or **BL** train control signal or communication equipment, shall be borne by the **COUNTY**.
8. **FEC** and **BL** shall have no responsibility or liability for any loss of life or injury to persons, or loss of or damage to property, growing out of or arising from the irregular operation of the Highway Signal Devices of the **COUNTY** and/or **FEC'S** Crossing Warning Devices resulting from or in any manner attributed to the malfunction of the **COUNTY'S** Highway Signal Devices. **FEC** and **BL** shall have the same responsibilities and obligations with respect to the Crossing Warning Devices and the operation thereof as set forth in the License Agreements, and the **COUNTY** shall have and assume sole responsibility for its Highway Signal Devices and the operation or functioning thereof.
9. The **COUNTY** will be responsible for claims and demands arising out of the work undertaken by the **COUNTY** pursuant to this Agreement due to the negligent actions, done or committed by the **COUNTY**, its contractors, employees, agents, or representatives in connection with the work done on the common cable junction box, Highway Signal Devices or Crossing Warning Devices. **BL** will be responsible for claims and demands arising out of the work undertaken by **BL** pursuant to this Agreement due to the negligent actions, done or committed by **BL**, its contractors, employees, agents, or representatives in connection with the work done on the common cable junction box, Highway Signal Devices or Crossing Warning Devices. **FEC** will be responsible for claims and demands arising out of the work undertaken by **FEC** pursuant to this Agreement due to the negligent actions, done or committed by **FEC**, its contractors, employees, agents, or representatives in connection with the work done on the common cable junction box, Highway Signal Devices or Crossing Warning Devices.
10. Any party may make changes to their own equipment in any manner and agrees to reimburse the other parties for any expenses incurred by the other party as a result of such changes; provided, however that the cost of any adjustment, relocation of cable, circuitry, and related equipment as related to the Highway Signal Devices necessary due to railroad operations or changes or additions to the **FEC's** and/or **BL's** train control signals or communication equipment, shall be treated as set forth in paragraph 7 hereof. Seventy-two (72) hours' notice shall be given prior to work which will have an effect on the other party. The 72-hour notice shall be waived in case of emergencies.
11. The **COUNTY** reserves the right to unilaterally cancel this Agreement for refusal by the other parties to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.
12. This Agreement is of an indefinite, but unperpetual duration and shall terminate upon the earlier of: (1) removal of either the Highway Signal Devices or Crossing Warning Devices; or (2) termination of the License Agreement. If either of these conditions occur at a specific crossing but not at all crossings covered under this Agreement, this Agreement shall terminate for that specific crossing shall terminate, but the Agreement shall stay in effect for all of the crossing covered by this Agreement.
13. In the event any of the parties hereto desire an assignment of this Agreement, it shall be said party's responsibility to obtain written acceptance from the other parties of the assignment by the new party to the Agreement.
14. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, or sent by recognized overnight courier (such as Federal Express) and addressed as follows:

If to **FEC**

Florida East Coast Railway L.L.C.
7150 Philips Highway
Jacksonville, FL 32256
Attn: Robert Ledoux, SVP
(904) 279-3111

If to the **COUNTY**

Indian River County

Attn: _____
(____) ____ - ____

If to BL

Brightline Trains Florida LLC
350 NW 1st Avenue, Suite 200
Miami, Florida 33128
Attn: Cynthia Bergmann, General Counsel
(305) 521-4875

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

INDIAN RIVER COUNTY

Attest:

County Clerk

Date: _____

By: _____
Name: _____
Title: _____

Approved as to Form and Legal Sufficiency:

By: _____
County Attorney

FLORIDA EAST COAST RAILWAY, LLC

Witnesses:

Date: _____

By: _____
Name: _____
Title: _____

BRIGHTLINE TRAINS FLORIDA LLC

Witnesses:

Date: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

Plans and Specifications for Work to Be Performed by BL

Indian River County

[attachment follows]

EXHIBIT B

License Agreement

Location	Mile Post	Street Name	DOT #	Agreement Holder	License Agreement Date
Indian River County	225 + 2418'	41 st Street	272180A	Indian River County	06-07-1994

