

PRELIMINARY ENGINEERING COST REIMBURSEMENT AGREEMENT

This Preliminary Engineering Cost Reimbursement Agreement (“Agreement”) is made and entered into as of _____, 2026 (“Effective Date”), by and between: **Florida Central Railroad Co LLC**, a Florida limited liability company (“Railroad”), and **Orange County**, a political subdivision of the State of Florida (“County”).

Railroad and County may be referred to individually as a “Party” and collectively as the “Parties.”

1. Purpose

The County has requested that Railroad perform certain preliminary engineering services in connection with a proposed project located within or affecting Railroad property and/or right-of-way (the “Project”). The purpose of this Agreement is to provide for the payment of costs associated with such preliminary engineering work.

2. Scope of Preliminary Engineering

Railroad shall perform, or cause to be performed, preliminary engineering services necessary to evaluate, review, and prepare conceptual or design-related documents for the Project. Such services may include, but are not limited to:

- Site review and inspection
- Preparation of conceptual plans
- Engineering analysis and internal review
- Coordination with County representatives
- Cost estimating for future phases

The scope may be refined by mutual written agreement of the Parties.

3. Payment of Costs

The County agrees to pay Railroad for all actual costs incurred in connection with the preliminary engineering services, including:

- Railroad internal labor costs
- Consultant or third-party engineering costs
- Administrative and overhead expenses
- Any related expenses reasonably necessary to complete the work

The total compensation payable under this section shall not exceed Fifteen Thousand Dollars (\$15,000) without prior written authorization from the County.

Railroad shall submit invoices to County detailing such costs. County shall remit payment within thirty (30) days of receipt of each invoice.

If requested by Railroad, County shall provide an advance deposit in an amount reasonably estimated to cover anticipated preliminary engineering costs; however, in no event shall the total payments made by County, including any advance deposit, exceed the not-to-exceed amount of \$15,000 unless otherwise authorized in writing by the County. Any unused portion of such deposit shall be returned to County upon completion of the work.

4. No Obligation to Proceed

This Agreement provides only for preliminary engineering services. Nothing herein shall obligate either Party to proceed with construction, grant property rights, or enter into any additional agreements related to the Project.

Any future construction, licensing, or access agreement shall be subject to separate written agreement between the Parties.

5. Ownership of Work Product

All engineering documents, drawings, and related materials prepared by or for Railroad in connection with this Agreement shall remain the property of Railroad. County may use such materials solely for purposes of evaluating and advancing the Project.

6. Term and Termination

This Agreement shall remain in effect until completion of the preliminary engineering services and payment of all amounts due, unless terminated earlier by mutual written agreement of the Parties.

County shall remain responsible for payment of all costs incurred by Railroad prior to the effective date of termination.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date written above.

FLORIDA CENTRAL RAILROAD CO LLC

By: _____

Name: Karen Kuivinen

Title: Contracts/RE Manager

Date: _____

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
 Jerry L. Demings, County Mayor

Date: _____, 2026

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
 Deputy Clerk