

AGENDA

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Correspondence to Note
 - a. Letter from Lieutenant Governor Nuñez regarding Florida Job Growth Grant Award
- E. Approval of Agenda
- F. Approval of Minutes
 - a. September 19, 2024, Regular Meeting Minutes
 - b. September 19, 2024, Second Budget Hearing Meeting Minutes with FY 24/25 Proposed Budget
- G. Action Items

Construction Contract

- a. Approval: Award of Contract to Halifax Paving, Incorporated in the amount of \$8,772,080.75 for the Runway 18-36 Rehabilitation project at Space Coast Regional Airport.
- b. Approval: Award of Contract to JJ Cunningham, LLC in the amount of \$81,380 for the Airfield Marking Project at Space Coast Regional Airport.

License Agreement

- a. Approval: Award of Temporary License Agreement with Space Coast Executive Jet Center to Manage the Authority's Aviation Self – Fueling Facility at Merritt Island Airport.

Lease Agreement

- a. Approval: Lease Amendment # 3 with Space Coast Innovation Park for the non-aeronautical development at Space Coast Regional Airport.
- b. Approval: Memorandum of Understanding with Experimental Aircraft Association Chapter 724 for aeronautical property located at Merritt Island Airport.

- H. General Discussion
 - a. Merritt Island Airport Fixed Base Operator Services
- I. Report: Deputy Director of Operations and Maintenance
 - a. Capital Improvement Projects Update

- J. Report: Deputy Director of Finance & Administration
 - a. September 2024 Check Register
 - b. September 2024 Preliminary Financial Statements
- K. Report: Authority Attorney
- L. Reports: Authority Members
- M. Public Comments
- N. Adjourn



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

CALL TO ORDER



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

PLEDGE OF ALLEGIANCE



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

ROLL CALL



Correspondence to Note



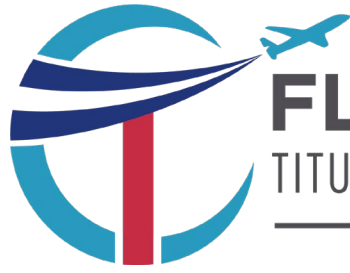
JEANETTE M. NUÑEZ
LIEUTENANT GOVERNOR

Kevin,

Thank you for hosting The Governor
& me for an exciting announcement.
Florida's economy continues to
grow especially in aviation &
aerospace. Appreciate your leadership.
Keep up the great work.

Jeanette

NOT PAID FOR AT STATE EXPENSE



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

APPROVAL OF AGENDA



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

APPROVAL OF MINUTES

TITUSVILLE – COCOA AIRPORT AUTHORITY

The Regular Meeting of the Titusville - Cocoa Airport Authority was held on September 19, 2024, 5 p.m., at the Titusville - Cocoa Airport Authority Office, 355 Golden Knights Boulevard, Titusville, Florida, and via video conference. The following members were present: Mr. John Craig, Chairman; Mr. Donn Mount, Vice Chairman; Mr. Al Voss, Treasurer; Ms. Jessica Curry, Secretary; Mr. Mark Grainger; Mr. Kevin Daugherty, AAE, Director of Airports; and Mr. Adam Bird, Attorney. Mr. Brad Whitmore attended via video conference. Mr. Roger Molitor was absent.

Call to Order

Mr. Craig called the meeting to order and determined a quorum was present.

Pledge of Allegiance

Members and attendees recited the Pledge of Allegiance.

Correspondence of Note

Mr. Daugherty reviewed correspondence from Florida Department of Transportation District 5 Secretary, John E. Tyer, P.E., regarding the recent Florida Job Growth Grant award.

Approval of the Agenda

Mr. Craig called for any changes or additions to the agenda. Mr. Daugherty requested approval to add Action Item H- b (Authority to Execute the Client Services Agreement with Arthur J. Gallagher Risk Management Services, LLC for Insurance Broker Services (RFP # 2024 – 001) to the agenda for consideration.

Mr. Craig called for a motion to approve the agenda as presented including the addition. Mr. Voss made a motion to approve. Ms. Curry seconded the motion. Motion passed.

Approval of Meeting Minutes:**1. July 18, 2024 – Regular Meeting**

Mr. Craig called for a motion to approve the July 18, 2024; meeting minutes as presented. Ms. Curry made a motion to approve. Mr. Grainger seconded the motion. Motion passed.

2. August 15, 2024 - Regular Meeting

Mr. Craig called for a motion to approve the August 15, 2024; meeting minutes as presented. Ms. Curry made the motion to approve. Mr. Grainger seconded the motion. Motion passed.

Ratification of Action Items

1. Grants

Mr. Daugherty reviewed each grant offer with the Board and requested approval. Mr. Craig called for a motion to approve the grants as presented by Mr. Daugherty.

Mr. Voss made a motion to approve as presented. Ms. Curry seconded the motion. Motion passed.

2. Construction Contract

Mr. Daugherty gave an overview of the W&J Construction Corporation Contract for the Air Traffic Control Tower at Space Coast Regional Airport and requested approval from the Board.

Mr. Craig called for a motion to approve the contract as presented. Mr. Voss made a motion to approve. Ms. Curry seconded the motion. Motion passed.

Action Items

1. Approval to Execute FDOT Public Transportation Agreement 438461-1-94-01 Amendment # 4 and Associated Resolution (time extension) for the North Corporate Hangar Project at Merritt Island Airport.

Mr. Daugherty discussed the details regarding the FDOT Public Transportation Agreement and Associated Resolution (time extension) for the North Corporate Hangar Project at the Merritt Island Airport and recommended approval.

Mr. Craig called for a motion to approve as presented by Mr. Daugherty. Ms. Curry made a motion to approve. Mr. Voss seconded the motion. Motion passed.

2. Approval to Execute the Client Services Agreement with Arthur J. Gallagher Risk Management Services, LLC for Insurance Broker Services (RFP # 2024 – 001)

Mr. Bird reviewed the Client Services Agreement with Arthur J. Gallagher Risk Management Services, LLC for Insurance Broker and recommended approval.

Mr. Craig called for a motion to approve as presented. Mr. Grainger made a motion to approve. Mr. Voss seconded the motion. Motion passed.

3. Approval of Purchase of Comprehensive Airport Liability Insurance for Fiscal Year 2024 / 2025 from Arthur J. Gallagher Risk Management Services, LLC.

Mr. Daugherty introduced Mr. Tom Coughlin, Area Executive Vice-President for Arthur J. Gallagher Risk Management Services, LLC.

Mr. Coughlin gave an overview of the company's history and their capabilities as the new Insurance Broker for the Authority.

After discussion, Mr. Craig called for a motion to approve the purchase of Comprehensive Liability Insurance for Fiscal Year 2024 / 2025 as presented. Mr. Voss made a motion to approve. Mr. Grainger seconded the motion. Motion passed.

4. Approval of License Agreement with C-Speed, LLC for Temporary Use of Property at Space Coast Regional Airport.

Mr. Daugherty gave an overview of C-Speed, LLC's temporary use of property at Space Coast Regional Airport and recommended approval.

Mr. Craig called for a motion to approve as presented by Mr. Daugherty. Mr. Voss made a motion to approve. Ms. Curry seconded the motion. Motion passed.

5. Approval of Director of Airports Annual Evaluation

Mr. Daugherty reviewed his past year's achievements as Director of Airports and requested consideration of an increase in compensation.

After negotiations with the Director and Board members, Mr. Craig called for a motion to approve a 6% increase for Mr. Daugherty.

Mr. Grainger made a motion to approve. Mr. Mount seconded the motion. Motion passed.

Deputy Director of Operations and Maintenance Report

1. Capital Improvement Projects Update

Mr. Hopman reviewed the Challenger Avenue Extension (Phase 1) project and stated the final phase of design (regional drainage pond) will commence upon execution of the Florida Job Growth grant.

Mr. Hopman stated the Runway 18-36 Rehabilitation project at the Space Coast Regional Airport is expected to begin in January 2025.

Mr. Hopman stated the site plan for the Air Traffic Control Tower at Space Coast Regional Airport has recently been approved by the City of Titusville. The consultant is now working on obtaining the building construction permit. Construction is anticipated to start in January 2025.

Mr. Hopman reviewed the upcoming Airfield Marking Project at Space Coast Regional Airport. An FAA grant has been issued to fund the project. The Airport will also be receiving FDOT assistance for the project.

Mr. Hopman stated the Northeast Corporate Hangar Project (Design and Permitting) at Space Coast Regional Airport will kick off in October 2024 and is estimated to take nine months to complete.

Mr. Hopman gave details regarding the Runway 11/29 Rehabilitation Design at Merritt Island Airport. Staff are anticipating receiving the 30% design plan set and technical specifications within the next two weeks.

Mr. Hopman reviewed operations and noise complaints from all three airports with the Board.

Deputy Director of Finance and Administration Report

1. Check Register

a. August 2024

Ms. Kinard presented the check register for August 2024 and called for any questions. There were none.

2. August 2024 Preliminary Financial Statements

Ms. Kinard provided an overview of the preliminary financial statements for the month of August 2024 and stated the financial statements are considered preliminary due to outstanding lease issues and a legal opinion on the Space Coast Innovation Park option fee due.

Ms. Kinard stated the unresolved correction to the lease valuations and documentation are still outstanding as noted in the FY 2022-2023 audit and corrective action plan. Detail was provided on the outstanding receivables and documentation required for proper classification of the receivables and bad debt. Questions were called and there were none.

Mr. Mount questioned the revenue that was restricted within the Airport Fund. Ms. Kinard explained the money is from the sale of the Authority's assets at Arthur Dunn Airpark and will not be released until the Airport's Master Plan and Exhibit A is finalized and approved by the FAA and FDOT.

Authority Attorney Report

Mr. Bird discussed the status of the eviction of the 2Fly FBO and Flight School at Merritt Island Airport. Mr. Bird stated the organization filed a motion to stay. The file was appealed and is currently pending.

Mr. Bird also stated that his firm is working with the Director in regard to the update of the Airport's Guidance Documents (Policy and Procedure Handbook, Minimum Operating Standards & Rules / Regulations).

Authority Member's Report

Mr. Craig called for any comments or questions from the Board.

Mr. Craig announced the leaving of Ms. Jessica Curry from the Board as she will be relocating out of state, and this will be her last meeting as a member of the Board.

Ms. Curry stated that she was honored to serve on the Board and was able to learn from her experience.

Mr. Mount stated that he disagrees with using the current CPI as justification for the hangar tenant rate increase. Mr. Bird gave explanations as to why the current CPI method is used for increases.

Mr. Grainger requested a form that could be used by tenants to inform the Authority of maintenance issues.

Public Comments

Mr. Craig called for public comments.

Mr. Fred Anderson, a TIX t-hangar tenant, addressed the Board with positive feedback regarding the increase in hangar fees which will provide for additional hangar maintenance.

Mr. Ott Thiele, an X21 tenant, and Mr. Don White, a COI tenant, voiced their concern regarding the need for T-hangar maintenance.

Adjournment

Mr. Craig adjourned the meeting at 7:23 p.m.

JOHN CRAIG, CHAIRMAN

DONN MOUNT, VICE CHAIRMAN

TITUSVILLE – COCOA AIRPORT AUTHORITY

The Second Budget Hearing of the Titusville - Cocoa Airport Authority was held on September 19, 2024, at 6:01 p.m., at the Titusville - Cocoa Airport Authority Office, 355 Golden Knights Boulevard, Titusville, Florida, and via video conference. The following members were present: Mr. John Craig, Chairman; Mr. Donn Mount, Vice Chairman; Mr. Al Voss, Treasurer; Ms. Jessica Curry, Secretary; Mr. Mark Grainger; Mr. Kevin Daugherty, AAE, Director of Airports; and Mr. Adam Bird, Attorney. Mr. Brad Whitmore attended via video conference. Mr. Roger Molitor was absent.

Call to Order

Mr. Craig called the meeting to order and determined a quorum was present.

Pledge of Allegiance

Members and attendees recited the Pledge of Allegiance.

Consideration of the Proposed 2024-2025 Fiscal Year Budget

Ms. Kinard gave an overview of the proposed 2024-2025 Fiscal Year Budget and called for any questions from the Board.

Mr. Mount requested additional information regarding the budget for the ongoing maintenance of Authority owned assets. Discussion ensued regarding the Fiscal Year 2024-2025 Repair and Maintenance budget allocation, along with staff's response to maintenance requests and reporting.

Adjournment

Mr. Craig adjourned the meeting at 6:41 p.m.

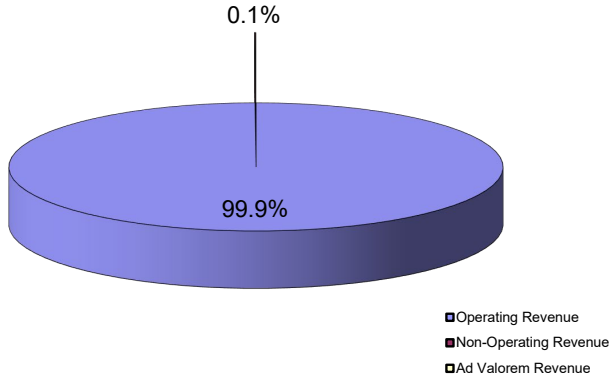
JOHN CRAIG, CHAIRMAN

DONN MOUNT, VICE CHAIRMAN

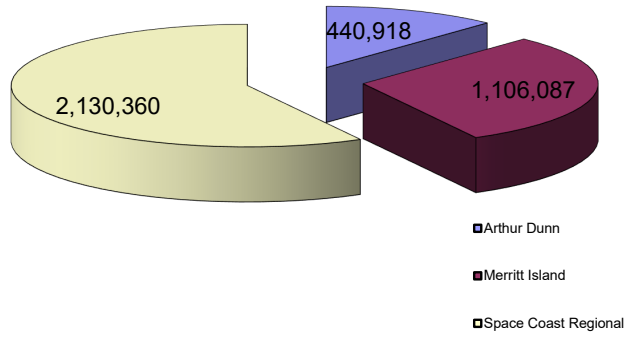
**TITUSVILLE-COCOA AIRPORT AUTHORITY
PROPOSED BUDGET SUMMARY
FISCAL YEAR 2024/2025**

	<u>Arthur Dunn</u>	<u>Merritt Island</u>	<u>Space Coast</u>	<u>Total</u>
Operating Revenue				
T'Hangars	\$ 211,653	\$ 757,705	\$ 392,161	\$ 1,361,519
Service Centers	88,600	400	93,568	\$ 182,568
Building Leases	57,607	298,614	1,034,177	1,390,398
Land Leases	52,818	44,635	609,454	706,907
Other Leases	30,240	4,733	1,000	35,973
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total Operating Revenue	<u>\$ 440,918</u>	<u>\$ 1,106,087</u>	<u>\$ 2,130,360</u>	<u>\$ 3,677,365</u>
Non-Operating Revenue				<u>\$2,500</u>
Requested Ad Valorem Taxing Authority				\$0
Total Revenue Budget				<u><u>\$ 3,679,865</u></u>
Transfer to Other Funds				
Debt Service Fund				\$ 240,000
Renewal and Replacement Fund				60,000
Operating Fund				<u>3,379,865</u>
Total				<u><u>\$ 3,679,865</u></u>

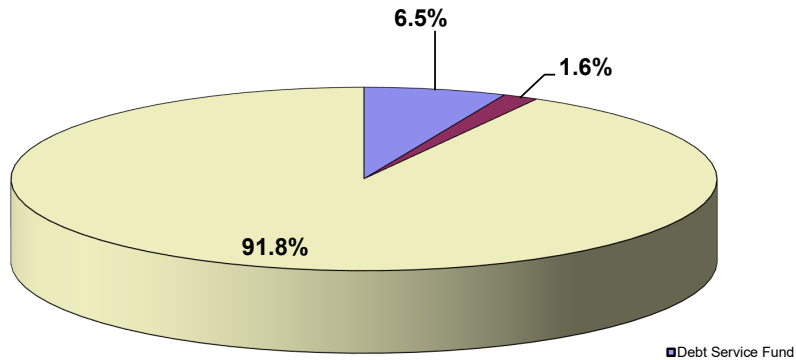
**Airport Authority
Revenues
FY 2024/2025**



**Airport Authority
Operating Revenue
FY 2024/2025**



**Airport Authority
Revenue Allocation
FY 2024/2025**



■ R & R Fund
■ Operating Fund

**TITUSVILLE-COCOA AIRPORT AUTHORITY
PROPOSED OPERATING BUDGET
FY 2024 / 2025**

Account Description	Budget FY 2023 / 2024	Difference	Percentage Change +/-	Budget FY 2024 / 2025	Difference	Percentage Change +/-
PERSONNEL SERVICES						
Regular Salaries	1,068,059	70,555	7.1%	956,485	(111,574)	-10.4%
Payroll Taxes	81,707	5,397	7.1%	73,171	(8,535)	-10.4%
Workmans Comp Insurance	13,000	-	0.0%	14,015	1,015	7.8%
Allocated Benefits	395,620	51,848	15.1%	422,320	26,699	6.7%
Retirement	203,655			244,787		
Insurance	187,965			173,532		
Education	4,000	0		4,000		
TOTAL PERSONNEL SERVICES	1,558,386	127,800	8.9%	1,465,991	(92,395)	-5.9%
OPERATING EXPENSES/CAPITAL OUTLAY						
Professional Services						
Appraisals (last performed in 2022)	5,000	-	0.0%	10,000	5,000	100.0%
Land/Building Appraisals	5,000			10,000		
General Consultant	80,000	20,000	33.3%	80,000	-	0.0%
General Consultant	80,000	-		80,000		
Legal Fees	75,000	-	0.0%	75,000	-	0.0%
Attorney Fees	75,000	-		75,000		
Accounting and Auditing	53,800	17,500	48.2%	53,200	(600)	-1.1%
Annual Audit (CPA)	47,500			42,500		
Payroll Company (Paychex)	0			-		
Single Audit (Federal/State)	6,300			10,700		
Other Contractual Services						
Computer Technical Support	6,600	-	0.0%	6,600	-	0.0%
Tech Support	6,600	-		6,600		
Janitorial Services	21,920	7,520	52.2%	23,000	1,080	4.9%
Cleaning Services	21,920	-		23,000		
Other Contractual Services	12,500	10,500	525.0%	12,500	-	0.0%
Landscaping	12,000	-		12,000		
New Employee Testing & Evaluation	500	-		500		
Travel and Training						
Travel & Per Diem	10,000	6,000	150.0%	11,000	1,000	10.0%
Aviation Related Mtgs and Conferences	10,000	-		11,000		
Training & Education	13,000	4,000	44.4%	13,000	(0)	0.0%
Employee Training	6,000			6,000		
Employee Development	7,000			7,000		
Communications and Freight						
Telecommunications	44,000	1,000	2.3%	44,000	-	0.0%
Telephone	21,000	-		23,000		
Cellular Phones	6,000	-		6,000		
Cable	1,000	-		1,000		
Internet Fees	16,000	-		14,000		
Postage	900	(1,600)	-64.0%	900	-	0.0%
Postage	700	-		700		
Express Mail Delivery	200	-		200		
Utility Services	155,000	-	0.0%	161,000	6,000	3.9%
Utility Services	155,000	-		161,000	6,000	3.9%
Water/Sewer/Irrigation	20,000	-		18,000		
Electricity	105,000	-		118,000		
Storm Water Fees	10,000	-		10,000		
Solid Waste & Recycling	20,000	-		15,000		
Rentals and Leases	9,800	-	0.0%	8,900	(900)	-9.2%
Rentals & Leases	9,800	-		8,900	(900)	-9.2%
Equipment & Dumpster Rental	6,000	-		5,000		
Postage Machine	800	-		900		
Copy Machine	3,000	-		3,000		
Phone System	0	-		-		
Insurance						
Property & Casualty	568,753	261,210	84.9%	386,215	(182,538)	-32.1%
Buildings & Equipment 268643	568,753			386,215		
Liability	39,350	3,181	8.8%	55,036	15,686	39.9%

**TITUSVILLE-COCOA AIRPORT AUTHORITY
PROPOSED OPERATING BUDGET
FY 2024 / 2025**

Account Description		Budget FY 2023 / 2024	Difference	Percentage Change +/-	Budget FY 2024 / 2025	Difference	Percentage Change +/-	
	Environmental Liability 3715	4,350	-		6,205			
	Airport General Liability 8150	12,000	-		11,613			
	Auto Liability 16936	15,000	-		19,934			
	Cyber Liability	0	-		6,500			
	Crime	0	-		2,784			
	Officers Liability 6752	8,000	-		8,000			
	Other Insurance & Bonds		300	0.0%		300	-	
	Employee Bond 888	300	-		300		0.0%	
	Repairs and Maintenance							
	Maintenance Contracts		13,900	0.0%		13,900	-	
	Service Contracts	9,000	-		9,000			
	Recycling	-	-		-			
	Pest Control	2,500	-		2,500			
	Lift Station	2,400	-		2,400			
	Repairs & Maintenance		319,000	20.8%		442,304	123,304	
	T-Hangar Maintenance	150,000	-		272,304			
	Auto Repair	12,000	-		12,000			
	Facilities Department Equipment	50,000	-		53,000			
	Authority Buildings	100,000	-		95,000			
	Office Equipment	7,000	-		10,000			
	Printing & Binding							
	Printing & Binding		700	0.0%		500	(200)	
	General Printing and Binding	700	-		500		-28.6%	
	Promotional Activities							
	Advertising		12,000	-18.1%		10,600	(1,400)	
	Marketing	10,000	-		10,000			
	Website	2,000	-		600			
	Other Promotional Activities		6,000	0.0%		8,000	2,000	
	NBAA Annual Conference	2,000	-		2,000		33.3%	
	AOPA Annual Conference	2,000	-		2,000			
	General Promo Activities	2,000	-		4,000			
	Presentation/Promo Material		-					
	Other Current Charges and Obligations							
	Legal Notices & Advertising		4,000	-42.9%		4,000	-	
	Legal Notices (RFP/RFB)	3,000	-		3,000		0.0%	
	Board Meeting Dates	1,000	-		1,000			
	Office Supplies							
	Office Supplies		8,000	0.0%		10,000	2,000	
	Office Supplies	8,000	-		10,000		25.0%	
	Operating Supplies							
	Operating Supplies		38,000	-24.0%		38,000	-	
	Fuel Products	38,000	-		38,000		0.0%	
	Operating Furniture, Equipment and Software		34,100	210.0%		34,100	-	
	Office Furniture	2,000	-		2,000		0.0%	
	Airport/Office Software & Subscriptions	26,000	-		26,000			
	Computer Equipment	4,000	-		4,000			
	Vehicle Tracking Hardware & Software	2,100	-		2,100			
	Uniforms		6,000	0.0%		3,000	(3,000)	
	Facilities Uniforms	5,000	-		2,000		-50.0%	
	ARFF Uniforms	1,000	-		1,000			
	Dues, Subscriptions and Memberships							
	Dues & Memberships		10,000	66.7%		10,000	-	
	AAAE, FAC, SEC, etc	4,000	-		4,000		0.0%	
	FAC Airport Mem., Chambers, EDC, etc.	6,000	-		6,000			
	Capital Outlay		321,912	143.9%		320,000	(1,912)	
	Capital Outlay (Vehicles, Equipment & Property Purchase)	321,912	-		320,000		-0.6%	
	Development		260,000	-12.3%		263,209	3,209	
	Projects Local Match (X21)	90,000	-		2,340		1.2%	
	Projects Local Match (TIX)	79,000	-		256,089			
	Projects Local Match (COI)	91,000	-		4,780			
	Contingency		59,930	9.0%		115,611	55,681	
	Contingency	59,930	-		115,611		92.9%	
TOTAL OPERATING EXPENSES/CAPITAL OUTLAY			\$2,189,465	33.0%		2,213,874	24,409	1.1%

TITUSVILLE-COCOA AIRPORT AUTHORITY
 PROPOSED OPERATING BUDGET
 FY 2024 / 2025

Account Description	Budget FY 2023 / 2024	Difference	Percentage Change +/-	Budget FY 2024 / 2025	Difference	Percentage Change +/-
GRAND TOTAL	\$3,747,851	634,011	20.4%	3,679,865	3,679,865	98.2%
Total Revenue available to Operations	\$3,747,851			\$3,679,865		
	0			(0)		

	% of overall spending	GOALS
Operation	40%	\$1,471,946
Maintenance	40%	\$1,471,946
Projects (Local Match)	20%	\$735,973
	100%	
	TOTAL BUDGET	\$3,679,865



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

ACTION ITEMS

**APPROVAL: AWARD OF CONTRACT TO HALIFAX
PAVING, INCORPORATED IN THE AMOUNT OF
\$8,772,080.75 FOR THE RUNWAY 18-36
REHABILITATION PROJECT AT SPACE COAST
REGIONAL AIRPORT.**



June 14, 2024

Kevin Daugherty, AAE
Director of Airports
Titusville-Cocoa Airport Authority
51 Bristow Way
Titusville, Florida 32870

**Reference: Recommendation of Award
Runway 18-36 Rehabilitation
Space Coast Regional Airport**

Dear Mr. Daugherty:

On June 13, 2024 at 2:00PM, the Authority received bids on the above-referenced project. A total of five (5) bids were received as follows:

Bidder	Bid Schedule A	Bid Schedule B	Bid Schedule C	Bid Total
Halifax Paving, Inc	\$1,184,775.00	\$3,783,038.75	\$3,804,267.00	\$8,772,080.75
Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.	\$1,408,026.50	\$4,815,328.00	\$4,969,951.00	\$11,193,305.50
⁽¹⁾ Masci General Contracting, Inc.	\$2,184,686.50	\$4,364,000.95	\$4,649,500.10	\$11,198,187.55
P&S Paving, Inc.	\$1,397,237.50	\$4,847,152.50	\$5,226,666.40	\$11,471,056.40
Ranger Construction Industries, Inc.	\$1,858,319.00	\$4,760,389.25	\$5,339,094.00 ⁽²⁾	\$11,957,802.25 ⁽²⁾

⁽¹⁾ The bid from Masci General Contracting, Inc. was missing the 5% Bid Bond and was, therefore, deemed non-responsive.

⁽²⁾ A minor mathematical error was corrected, having no impact on the bid results.

Attached is a detailed Bid Tabulation.

The apparent low bidder is **Halifax Paving, Inc. (Halifax)** whose total bid is **\$8,772,080.75**. Halifax submitted the required bid forms, including the 5% Bid Security with notarized Power of Attorney, acknowledgement of Addendums 1 & 2, a list of various projects completed in the last five years ranging in value from \$138K to \$17M, as well as documentation committing to meeting 11.9% in DBE which is higher than the goal set for the project of 10%. Halifax's bid appears to be complete and responsive.

Kevin Daugherty, AAE
Titusville-Cocoa Airport Authority
Runway 18-36 Rehabilitation
Space Coast Regional Airport
June 14, 2024
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The second lowest bid was from Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc. (Dickerson), whose total bid is \$11,193,305.50. Dickerson submitted the required bid forms, including the 5% Bid Security with notarized Power of Attorney, acknowledgement of Addendums 1 & 2, a list of nine (9) projects completed in the last five years ranging in value from \$1M to \$4.4M, as well as documentation committing to meet 7.96% of the 10% DBE goal set together with their Good Faith Efforts. Not included were B-49 & B-50 (Report of Certified DBE Contractors Used on FAA-Assisted Contracts and Report of Sub-Contractors Used on FAA-Assisted Contracts, respectively. Aside from documents B-49 & B-50, Dickerson's bid also appears to be complete and responsive.

Notwithstanding the Authority's Legal Counsel review, **AVCON** recommends award of the contract to **Halifax Paving, Inc.** for the Total Bid amount of **Eight Million, Seven Hundred Seventy-Two Thousand, Eighty Dollars and 75/100 (\$8,772,080.75)**, subject to the availability of funding.

We stand ready to assist the Authority in the implementation of this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,

AVCON, INC.

A handwritten signature in blue ink, appearing to read "Robert Hambrecht". The signature is fluid and cursive.

Robert Hambrecht, P.E.
Project Manager

c: Justin Hopman

Attachment: Bid Tabulation



**SPACE COAST REGIONAL AIRPORT
RUNWAY 18-36 REHABILITATION
BID TABULATION**

BID SCHEDULE A					HALIFAX PAVING, INC.		DICKERSON INFRASTRUCTURE, INC. dba DICKERSON FLORIDA, INC.		DEEMED NON-RESPONSIVE MASCIGENERAL CONTRACTING, INC.		P&S PAVING, INC.		RANGER CONSTRUCTION INDUSTRIES, INC.	
INDEX	PAY ITEM	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	P-101	REMOVAL OF EXISTING DRAINAGE STRUCTURE	EACH	4	\$1,100.00	\$4,400.00	\$2,300.00	\$9,200.00	\$2,000.00	\$8,000.00	\$1,250.00	\$5,000.00	\$1,730.00	\$6,920.00
2	P-102	REMOVAL OF EXISTING DRAINAGE PIPE	LF	50	\$52.00	\$2,600.00	\$120.00	\$6,000.00	\$50.00	\$2,500.00	\$100.00	\$5,000.00	\$151.00	\$7,550.00
3	P-151	CLEARING/GRUBBING	AC	1	\$25,000.00	\$25,000.00	\$270,000.00	\$270,000.00	\$175,000.00	\$175,000.00	\$165,000.00	\$165,000.00	\$120,300.00	\$120,300.00
4	P-152	UNCLASSIFIED EXCAVATION	CY	45,990	\$8.00	\$367,920.00	\$4.25	\$195,457.50	\$23.95	\$1,101,460.50	\$7.25	\$333,427.50	\$13.60	\$625,464.00
5	P-152	UNUSABLE EXCAVATION	CY	5000	\$10.00	\$50,000.00	\$24.00	\$120,000.00	\$39.89	\$199,450.00	\$10.00	\$50,000.00	\$18.60	\$93,000.00
6	D-701	FDOT TYPE D NON-TRAVERSABLE STORM DRAIN INLET	EACH	2	\$11,000.00	\$22,000.00	\$13,000.00	\$26,000.00	\$15,000.00	\$31,200.00	\$11,000.00	\$22,000.00	\$17,700.00	\$35,400.00
7	D-702	NEW CROSS-DRAINED MITERED END SECTION, SINGLE BARREL	EACH	2	\$7,400.00	\$14,800.00	\$6,000.00	\$12,000.00	\$4,000.00	\$8,000.00	\$4,200.00	\$8,400.00	\$6,250.00	\$12,500.00
8	D-751	NEW 24-INCH REINFORCED CONCRETE PIPE, CLASS III	LF	120	\$173.00	\$20,760.00	\$550.00	\$66,000.00	\$354.20	\$42,504.00	\$280.00	\$33,600.00	\$208.10	\$24,972.00
9	T-901	SEEDING	SY	143,620	\$1.50	\$215,430.00	\$1.35	\$193,887.00	\$1.00	\$143,620.00	\$0.25	\$35,905.00	\$2.65	\$380,593.00
10	T-908	MULCHING	SY	143,620	\$1.25	\$179,525.00	\$1.10	\$157,982.00	\$0.35	\$50,267.00	\$0.25	\$35,905.00	\$0.25	\$35,905.00
11	-	GOPHER TORTOISE SURVEY/PROTECTION	LS	1	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	\$1,850.00	\$1,850.00	\$3,000.00	\$3,000.00	\$7,670.00	\$7,670.00
12	-	GOPHER TORTOISE PERMIT	ALLOW	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
13	-	GOPHER TORTOISE BURROW EXCAVATION AND RELOCATION	ALLOW	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
14	-	RELOCATION/LOWERING OF FPL PRIMARY UNDERGROUND POWER LINES	ALLOW	1	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$5,000.00	\$5,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
15	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE	LS	1	\$20,000.00	\$20,000.00	\$80,000.00	\$80,000.00	\$35,000.00	\$35,000.00	\$300,000.00	\$300,000.00	\$160,045.00	\$160,045.00
16	GP-80	STABILIZED ACCESS ROAD	LS	1	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00	\$20,000.00	\$20,000.00	\$36,300.00	\$36,300.00
17	C-102	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, & SILTATION CONTROL	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$17,000.00	\$17,000.00	\$150,000.00	\$150,000.00	\$18,700.00	\$18,700.00
18	C-105	MOBILIZATION (10% MAXIMUM)	LS	1	\$117,340.00	\$117,340.00	\$115,000.00	\$115,000.00	\$198,835.00	\$198,835.00	\$110,000.00	\$110,000.00	\$173,000.00	\$173,000.00
TOTAL BID SCHEDULE A						\$1,184,775.00		\$1,408,026.50		\$2,184,686.50		\$1,397,237.50		\$1,858,319.00

BID SCHEDULE B					HALIFAX PAVING, INC.		DICKERSON INFRASTRUCTURE, INC. dba DICKERSON FLORIDA, INC.		DEEMED NON-RESPONSIVE MASCIGENERAL CONTRACTING, INC.		P&S PAVING, INC.		RANGER CONSTRUCTION INDUSTRIES, INC.	
INDEX	PAY ITEM	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
19	P-101	COLD MILLING EXISTING PAVEMENT, 2" NOMINAL DEPTH	SY	39,605	\$3.25	\$128,716.25	\$4.00	\$158,420.00	\$3.50	\$138,617.50	\$2.00	\$79,210.00	\$2.35	\$93,071.75
20	P-101	COLD MILLING EXISTING PAVEMENT, 3" NOMINAL DEPTH	SY	29,770	\$3.25	\$96,752.50	\$4.00	\$119,080.00	\$3.95	\$117,591.50	\$3.00	\$89,310.00	\$3.25	\$96,752.50
21	P-101	COLD MILLING EXISTING PAVEMENT, FULL-DEPTH PAVEMENT REMOVAL AND BASE COURSE REMOVAL	SY	5,780	\$6.00	\$34,680.00	\$5.00	\$28,900.00	\$11.95	\$69,071.00	\$15.00	\$86,700.00	\$21.95	\$126,871.00
22	P-101	REMOVAL OF EXISTING DRAINAGE STRUCTURE	EACH	3	\$1,200.00	\$3,600.00	\$2,300.00	\$6,900.00	\$2,000.00	\$6,000.00	\$1,500.00	\$4,500.00	\$3,250.00	\$9,750.00
23	P-102	REMOVAL OF EXISTING DRAINAGE PIPE	LF	45	\$52.00	\$2,340.00	\$70.00	\$3,150.00	\$50.00	\$2,250.00	\$120.00	\$5,400.00	\$225.40	\$10,143.00
24	P-152	UNCLASSIFIED EXCAVATION	CY	385	\$25.00	\$9,625.00	\$17.00	\$6,545.00	\$37.27	\$14,348.95	\$40.00	\$15,400.00	\$63.40	\$24,409.00
25	P-211	LIME ROCK BASE COURSE (6" THICKNESS)	CY	600	\$80.00	\$48,000.00	\$148.00	\$88,800.00	\$105.50	\$63,300.00	\$135.00	\$81,000.00	\$126.50	\$75,900.00
26	P-401	ASPHALT SURFACE COURSE	TONS	12,600	\$165.00	\$2,079,000.00	\$213.00	\$2,683,800.00	\$174.75	\$2,201,850.00	\$175.00	\$2,205,000.00	\$198.00	\$2,494,800.00
27	P-401	ASPHALT CRACK REPAIRS (2' FULL DEPTH MILL AND REPAVE, CRACKS LARGER THAN 1")	TONS	500	\$200.00	\$100,000.00	\$271.00	\$135,500.00	\$235.57	\$117,785.00	\$270.00	\$135,000.00	\$398.50	\$199,250.00
28	P-401	ASPHALT CRACK REPAIRS (ROUTE AND SEAL CRACKS SMALLER THAN 1")	LS	1	\$47,500.00	\$47,500.00	\$50,000.00	\$50,000.00	\$62,500.00	\$62,500.00	\$160,000.00	\$160,000.00	\$37,200.00	\$37,200.00
29	P-602	EMULSIFIED ASPHALT PRIME COAT	GAL	550	\$6.00	\$3,300.00	\$9.00	\$4,950.00	\$7.25	\$3,987.50	\$6.50	\$3,575.00	\$11.65	\$6,407.50
30	P-603	EMULSIFIED ASPHALT TACK COAT	GAL	10930	\$6.00	\$65,580.00	\$8.00	\$87,440.00	\$5.20	\$56,836.00	\$3.50	\$38,255.00	\$4.95	\$54,103.50
31	P-620	RUNWAY & TAXIWAY MARKINGS, WATERBORNE PAINT WITH TYPE III REFLECTIVE MEDIA	SF	65,350	\$1.05	\$68,617.50	\$1.00	\$65,350.00	\$1.15	\$75,152.50	\$1.00	\$65,350.00	\$1.30	\$84,955.00
32	P-620	RUNWAY & TAXIWAY MARKINGS, WATERBORNE PAINT WITH TYPE I REFLECTIVE MEDIA	SF	890	\$4.50	\$4,005.00	\$4.00	\$3,560.00	\$4.75	\$4,227.50	\$3.80	\$3,382.00	\$2.90	\$2,581.00
33	P-620	RUNWAY & TAXIWAY MARKINGS, WATERBORNE PAINT WITHOUT REFLECTIVE MEDIA	SF	15,150	\$0.75	\$11,362.50	\$0.70	\$10,605.00	\$1.00	\$15,150.00	\$0.75	\$11,362.50	\$0.65	\$9,847.50
34	P-620	HALF-RATE RUNWAY AND TAXIWAY MARKINGS	SF	65350	\$0.60	\$39,210.00	\$0.50	\$32,675.00	\$0.75	\$49,012.50	\$0.52	\$33,982.00	\$0.85	\$55,547.50
35	P-621	SAWCUT AND GROOVING	SY	53,500	\$2.00	\$107,000.00	\$2.50	\$133,750.00	\$2.15	\$113,075.00	\$2.40	\$128,400.00	\$2.45	\$131,075.00
36	T-904	SODDING	SY	97,360	\$3.75	\$365,100.00	\$3.20	\$311,552.00	\$4.15	\$404,044.00	\$2.80	\$272,608.00	\$4.65	\$452,724.00
37	SP-105	ELECTRICAL DEMOLITION	LS	1	\$17,000.00	\$17,000.00	\$5,500.00	\$5,500.00	\$25,500.00	\$25,500.00	\$25,000.00	\$25,000.00	\$29,300.00	\$29,300.00
38	L-108	1/C L-824-TYPE C UNSHIELDED #8 AWG 5 KV STRANDED COPPER CABLE, INSTALLED IN DUCT OR CONDUIT	LF	3,500	\$1.50	\$5,250.00	\$1.50	\$5,250.00	\$1.95	\$6,825.00	\$1.75	\$6,125.00	\$1.75	\$6,125.00
39	L-108	1/C #2 AWG SOLID COPPER COUNTERPOISE WIRE, INSTALLED OVER DUCT OR CONDUIT	LF	700	\$4.00	\$2,800.00	\$3.50	\$2,450.00	\$5.00	\$3,500.00	\$4.60	\$3,220.00	\$4.65	\$3,255.00
40	L-108	0.75" DIAMETER BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	EA	40	\$125.00	\$5,000.00	\$160.00	\$6,400.00	\$150.00	\$6,000.00	\$145.00	\$5,800.00	\$145.40	\$5,816.00
41	L-110	1 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	LF	150	\$8.00	\$1,200.00	\$11.00	\$1,650.00	\$10.00	\$1,500.00	\$9.00	\$1,350.00	\$9.30	\$1,395.00
42	L-110	1 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	200	\$25.00	\$5,000.00	\$22.00	\$4,400.00	\$28.75	\$5,750.00	\$29.00	\$5,800.00	\$29.05	\$5,810.00
43	L-110	1 WAY 2" SCHEDULE 40 PVC DIRECTIONAL BORED DUCT	LF	300	\$30.00	\$9,000.00	\$38.00	\$11,400.00	\$35.00	\$10,500.00	\$35.00	\$10,500.00	\$34.90	\$10,470.00
44	L-125	L-850C RUNWAY EDGE LIGHT, WHITE/WHITE (A)	EA	2	\$7,000.00	\$14,000.00	\$6,500.00	\$13,000.00	\$8,000.00	\$16,000.00	\$8,000.00	\$16,000.00	\$8,140.00	\$16,280.00
45	L-125	L-850C RUNWAY EDGE LIGHT, RED/YELLOW (A)	EA	1	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$7,500.00	\$7,500.00	\$7,400.00	\$7,400.00	\$7,560.00	\$7,560.00
46	L-125	L-861 RUNWAY EDGE LIGHT, MRL, WHITE/WHITE (T)	EA	4	\$3,500.00	\$14,000.00	\$3,300.00	\$13,200.00	\$4,000.00	\$16,000.00	\$4,000.00	\$16,000.00	\$4,070.00	\$16,280.00
47	L-125	L-862 RUNWAY EDGE LIGHT, WHITE/YELLOW (T)	EA	1	\$3,500.00	\$3,500.00	\$3,300.00	\$3,300.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,070.00	\$4,070.00
48	L-125	L-862E RUNWAY END LIGHT, RED/RED (A)	EA	6	\$3,200.00	\$19,200.00	\$3,300.00	\$19,800.00	\$4,000.00	\$24,000.00	\$3,800.00	\$22,800.00	\$3,720.00	\$22,320.00
49	L-125	L-862E RUNWAY END LIGHT, RED/RED (T)	EA	2	\$3,500.00	\$7,000.00	\$3,300.00	\$6,600.00	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00	\$4,070.00	\$8,140.00
50	L-125	L-862E RUNWAY DISPLACED THRESHOLD LIGHT, YELLOW/GREEN (T)	EA	2	\$3,500.00	\$7,000.00	\$3,300.00	\$6,600.00	\$4,000.00	\$8,000.00	\$4,100.00	\$8,200.00	\$8,140.00	\$16,280.00
51	L-125	L-862E RUNWAY DISPLACED THRESHOLD LIGHT, GREEN/OBSCURED (T)	EA	6	\$3,500.00	\$21,000.00	\$3,300.00	\$19,800.00	\$4,000.00	\$24,000.00	\$4,100.00	\$24,600.00	\$4,070.00	\$24,420.00
52	L-125	L-849IE(L) RUNWAY END INDICATOR LIGHTS (REIL) LED, TYPE E, CONSTANT CURRENT, INSTALLED COMPLETE	SET	1	\$44,000.00	\$44,000.00	\$60,000.00	\$60,000.00	\$63,250.00	\$63,250.00	\$50,000.00	\$50,000.00	\$64,000.00	\$64,000.00
53	L-125	EXISTING RUNWAY SIGN PANEL TO BE REPLACED, EXISTING SIGN AND SIGN PAD TO BE PROTECTED IN PLACE	EACH	5	\$1,000.00	\$5,000.00	\$1,000.00	\$5,000.00	\$2,500.00	\$12,500.00	\$1,200.00	\$6,000.00	\$2,090.00	\$10,450.00
54	L-155	L-849(L) FAA FLIGHT INSPECTION FEE	EACH	1	\$8,000.00	\$8,000.00	\$15,000.00	\$15,000.00	\$11,000.00	\$11,000.00	\$9,000.00	\$9,000.00	\$9,300.00	\$9,300.00
55	-	GOPHER TORTOISE SURVEY/PROTECTION	LS	1	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$1,650.00	\$1,650.00	\$2,500.00	\$2,500.00	\$9,650.00	\$9,650.00
56	-	GOPHER TORTOISE PERMIT	ALLOW	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
57	-	GOPHER TORTOISE BURROW EXCAVATION AND RELOCATION	ALLOW	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
58	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE	LS	1	\$25,000.00	\$25,000.00	\$125,000.00	\$125,000.00	\$35,000.00	\$35,000.00	\$250,000.00	\$250,000.00	\$49,500.00	\$49,500.00
59	GP-80	STABILIZED ACCESS ROAD	LS	1	\$10,000.00	\$10,000.00	\$1.00	\$1.00	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00	\$36,900.00	\$36,900.00
60	C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	\$35,000.00	\$35,000.00	\$17,000.00	\$17,000.00	\$40,000.00	\$40,000.00	\$120,000.00	\$120,000.00	\$21,600.00	\$21,600.00

**RUNWAY 18-36 REHABILITATION
BID TABULATION**
(continued)

BID SCHEDULE B (cont.)					HALIFAX PAVING, INC.		DICKERSON INFRASTRUCTURE, INC. dba DICKERSON FLORIDA, INC.		DEEMED NON-RESPONSIVE MASI GENERAL CONTRACTING, INC.		P&S PAVING, INC.		RANGER CONSTRUCTION INDUSTRIES, INC.	
INDEX	PAY ITEM	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
61	C-102	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, & SILTATION CONTROL	LS	1	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$17,000.00	\$17,000.00	\$251,423.00	\$251,423.00	\$8,380.00	\$8,380.00
62	C-105	FIELD OFFICE & FIELD OFFICE EQUIPMENT	LS	1	\$20,000.00	\$20,000.00	\$16,000.00	\$16,000.00	\$12,000.00	\$12,000.00	\$30,000.00	\$30,000.00	\$24,700.00	\$24,700.00
63	C-105	MOBILIZATION (10% MAXIMUM)	LS	1	\$224,200.00	\$224,200.00	\$465,000.00	\$465,000.00	\$396,727.00	\$396,727.00	\$480,000.00	\$480,000.00	\$338,000.00	\$338,000.00
TOTAL BID SCHEDULE B						\$3,783,038.75		\$4,815,328.00		\$4,364,000.95		\$4,847,152.50		\$4,760,389.25

BID SCHEDULE C					HALIFAX PAVING, INC.		DICKERSON INFRASTRUCTURE, INC. dba DICKERSON FLORIDA, INC.		DEEMED NON-RESPONSIVE MASI GENERAL CONTRACTING, INC.		P&S PAVING, INC.		RANGER CONSTRUCTION INDUSTRIES, INC.	
INDEX	PAY ITEM	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
64	P-101	COLD MILLING EXISTING PAVEMENT, 3" NOMINAL DEPTH	SY	83,150	\$3.25	\$270,237.50	\$4.00	\$332,600.00	\$3.95	\$328,442.50	\$3.50	\$291,025.00	\$3.45	\$286,867.50
65	P-101	COLD MILLING EXISTING PAVEMENT, FULL-DEPTH PAVEMENT REMOVAL AND BASE COURSE REMOVAL	SY	15,570	\$5.00	\$77,850.00	\$5.00	\$77,850.00	\$11.95	\$186,061.50	\$12.00	\$186,840.00	\$37.75	\$587,767.50
66	P-101	REMOVAL OF EXISTING DRAINAGE STRUCTURE	EACH	2	\$1,300.00	\$2,600.00	\$2,300.00	\$4,600.00	\$2,000.00	\$4,000.00	\$1,500.00	\$3,000.00	\$3,610.00	\$7,220.00
67	P-102	REMOVAL OF EXISTING DRAINAGE PIPE	LF	715	\$18.00	\$12,870.00	\$50.00	\$35,750.00	\$50.00	\$35,750.00	\$25.00	\$17,875.00	\$35.30	\$25,239.50
68	P-152	UNCLASSIFIED EXCAVATION	CY	5520	\$10.00	\$55,200.00	\$12.00	\$66,240.00	\$19.23	\$106,149.60	\$25.00	\$138,000.00	\$36.30	\$200,376.00
69	P-211	LIME ROCK BASE COURSE (6" THICKNESS)	CY	600	\$80.00	\$48,000.00	\$148.00	\$88,800.00	\$105.50	\$63,300.00	\$115.00	\$69,000.00	\$127.60	\$76,560.00
70	P-401	ASPHALT SURFACE COURSE	TON	11,860	\$165.00	\$1,956,900.00	\$213.00	\$2,526,180.00	\$174.75	\$2,072,535.00	\$180.00	\$2,134,800.00	\$189.90	\$2,252,214.00
71	P-401	ASPHALT CRACK REPAIRS (2' FULL DEPTH MILL AND REPAVE, CRACKS LARGER THAN 1")	TONS	500	\$200.00	\$100,000.00	\$271.00	\$135,500.00	\$235.57	\$117,785.00	\$275.00	\$137,500.00	\$402.50	\$201,250.00
72	P-401	ASPHALT CRACK REPAIRS (ROUTE AND SEAL CRACKS SMALLER THAN 1")	LS	1	\$47,500.00	\$47,500.00	\$50,000.00	\$50,000.00	\$62,500.00	\$62,500.00	\$165,000.00	\$165,000.00	\$37,200.00	\$37,200.00
73	P-403	ASPHALT BASE COURSE	TONS	250	\$200.00	\$50,000.00	\$235.00	\$58,750.00	\$174.75	\$43,687.50	\$250.00	\$62,500.00	\$235.30	\$58,825.00
74	P-602	EMULSIFIED ASPHALT PRIME COAT	GAL	500	\$6.00	\$3,000.00	\$9.00	\$4,500.00	\$7.25	\$3,625.00	\$7.50	\$3,750.00	\$11.65	\$5,825.00
75	P-603	EMULSIFIED ASPHALT TACK COAT	GAL	9900	\$6.00	\$59,400.00	\$8.00	\$79,200.00	\$5.20	\$51,480.00	\$3.25	\$32,175.00	\$4.95	\$49,005.00
76	P-620	RUNWAY & TAXIWAY MARKINGS, WATERBORNE PAINT WITH TYPE III REFLECTIVE MEDIA	SF	69,480	\$1.05	\$72,954.00	\$1.00	\$69,480.00	\$1.15	\$79,902.00	\$1.00	\$69,480.00	\$1.20	\$83,376.00
77	P-620	RUNWAY & TAXIWAY MARKINGS, WATERBORNE PAINT WITH TYPE I REFLECTIVE MEDIA	SF	2,900	\$4.50	\$13,050.00	\$3.80	\$11,020.00	\$4.75	\$13,775.00	\$3.75	\$10,875.00	\$2.90	\$8,410.00
78	P-620	RUNWAY & TAXIWAY MARKINGS, WATERBORNE PAINT WITHOUT REFLECTIVE MEDIA	SF	16,190	\$0.75	\$12,142.50	\$0.70	\$11,333.00	\$1.00	\$16,190.00	\$0.72	\$11,656.80	\$0.65	\$10,523.50
79	P-620	HALF-RATE PAVEMENT MARKINGS, WATERBORNE PAINT, WITHOUT REFLECTIVE MEDIA	SF	69480	\$0.60	\$41,688.00	\$0.50	\$34,740.00	\$0.75	\$52,110.00	\$0.52	\$36,129.60	\$0.85	\$59,058.00
80	P-621	SAWCUT AND GROOVING	SY	53,500	\$2.00	\$107,000.00	\$2.50	\$133,750.00	\$2.45	\$131,075.00	\$2.15	\$115,025.00	\$2.35	\$125,725.00
81	D-701	NEW 24-INCH REINFORCED CONCRETE PIPE, CLASS III	LF	715	\$145.00	\$103,675.00	\$310.00	\$221,650.00	\$354.20	\$253,253.00	\$150.00	\$107,250.00	\$178.00	\$127,270.00
82	D-751	REPLACE EXISTING DRAINAGE STRUCTURE WITH SIMILAR - FDOT STORM DRAIN INLET	EACH	2	\$30,200.00	\$60,400.00	\$24,000.00	\$48,000.00	\$19,100.00	\$38,200.00	\$20,000.00	\$40,000.00	\$26,500.00	\$53,000.00
83	T-904	SODDING	SY	84,440	\$3.75	\$316,650.00	\$3.20	\$270,208.00	\$4.15	\$350,426.00	\$2.75	\$232,210.00	\$4.80	\$405,312.00
84	SP-105	ELECTRICAL DEMOLITION	LS	1	\$6,000.00	\$6,000.00	\$1,200.00	\$1,200.00	\$12,000.00	\$12,000.00	\$20,000.00	\$20,000.00	\$16,600.00	\$16,600.00
85	L-108	1/C L-824-TYPE C UNSHIELDED #8 AWG 5 KV STRANDED COPPER CABLE, INSTALLED IN DUCT OR CONDUIT	LF	500	\$1.50	\$750.00	\$1.50	\$750.00	\$1.95	\$975.00	\$1.75	\$875.00	\$1.75	\$875.00
86	L-108	1/C #2 AWG SOLID COPPER COUNTERPOISE WIRE, INSTALLED OVER DUCT OR CONDUIT	LF	500	\$4.00	\$2,000.00	\$3.50	\$1,750.00	\$5.00	\$2,500.00	\$4.50	\$2,250.00	\$4.65	\$2,325.00
87	L-110	1 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	LF	300	\$8.00	\$2,400.00	\$11.00	\$3,300.00	\$10.00	\$3,000.00	\$9.00	\$2,700.00	\$9.30	\$2,790.00
88	L-125	L-862 RUNWAY EDGE LIGHT-WHITE/YELLOW (T)	EA	1	\$3,500.00	\$3,500.00	\$14,000.00	\$14,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,070.00	\$4,070.00
89	L-125	EXISTING RUNWAY SIGN PANEL TO BE REPLACED, EXISTING SIGN AND SIGN PAD TO BE PROTECTED IN PLACE	EACH	7	\$1,000.00	\$7,000.00	\$1,000.00	\$7,000.00	\$7,500.00	\$17,500.00	\$1,250.00	\$8,750.00	\$2,090.00	\$14,630.00
90	-	GOPHER TORTOISE SURVEY/PROTECTION	LS	1	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$1,050.00	\$1,050.00	\$2,000.00	\$2,000.00	\$8,780.00	\$8,780.00
91	-	GOPHER TORTOISE PERMIT	ALLOW	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
92	-	GOPHER TORTOISE BURROW EXCAVATION AND RELOCATION	ALLOW	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
93	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE	LS	1	\$25,000.00	\$25,000.00	\$125,000.00	\$125,000.00	\$35,000.00	\$35,000.00	\$400,000.00	\$400,000.00	\$113,000.00	\$113,000.00
94	GP-80	STABILIZED ACCESS ROAD	LS	1	\$10,000.00	\$10,000.00	\$11,000.00	\$11,000.00	\$30,000.00	\$30,000.00	\$12,000.00	\$12,000.00	\$37,500.00	\$37,500.00
95	C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	\$35,000.00	\$35,000.00	\$11,000.00	\$11,000.00	\$40,000.00	\$40,000.00	\$100,000.00	\$100,000.00	\$10,300.00	\$10,300.00
96	C-102	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, & SILTATION CONTROL	LS	1	\$10,000.00	\$10,000.00	\$1,300.00	\$1,300.00	\$17,000.00	\$17,000.00	\$250,000.00	\$250,000.00	\$16,500.00	\$16,500.00
97	C-105	FIELD OFFICE & FIELD OFFICE EQUIPMENT	LS	1	\$20,000.00	\$20,000.00	\$16,000.00	\$16,000.00	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00	\$24,700.00	\$24,700.00
98	C-105	MOBILIZATION (10% MAXIMUM)	LS	1	\$221,500.00	\$221,500.00	\$465,000.00	\$465,000.00	\$419,228.00	\$419,228.00	\$510,000.00	\$510,000.00	\$381,000.00	\$381,000.00
TOTAL BID SCHEDULE C						\$3,804,267.00		\$4,969,951.00		\$4,649,500.10		\$5,226,666.40		\$5,339,094.00
TOTAL BID						\$8,772,080.75		\$11,193,305.50		\$11,198,187.55		\$11,471,056.40		\$11,957,802.25

The bid received from Masci General Contracting, Inc. was missing the 5% Bid Bond and was, therefore, deemed non-responsive.

Red/bold/italicized text indicates corrected minor mathematical error.

Bid Tabulation completed by Rob Hambrecht, P.E.

Signed:





CONSTRUCTION AGREEMENT

BETWEEN

TITUSVILLE COCOA AIRPORT AUTHORITY

AND

Halifax Paving, Inc

FOR

**RUNWAY 18-36 REHABILITATION
AT
SPACE COAST REGIONAL AIRPORT**

CONSTRUCTION AGREEMENT

THE TITUSVILLE-COCOA AIRPORT AUTHORITY a body corporate existing under the laws of the State of Florida (“**Owner**”), hereby contracts with Halifax Paving, Inc (“**Contractor**”), a Florida corporation, whose business address is 870 Hull Road, Ormond Beach, FL, 32174 to perform all work (“**Work**”) in connection with the construction of Runway 18-36 Rehabilitation (hereafter referred to as the “**Project**”) located at Space Coast Regional Airport, said Work being set forth in the plans and specifications being prepared by AVCON, INC., the design professional of record (“**Design Professional**”) and all other Contract Documents hereafter specified.

Owner and Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents

A. The Contract Documents consist of this Agreement, the Exhibits attached hereto, and any duly executed and issued addenda, Change Orders, Construction Change Directives, and amendments signed by Owner relating thereto. Further, the term Contract Documents shall include all plans and specifications for the construction of the Project (“**Construction Documents**”) prepared by AVCON, INC. All of the foregoing Contract Documents are sometimes referred to herein as the “**Contract**”.

B. Owner shall furnish Contractor with a reproducible set of the Construction Documents. Any additional copies of Construction Documents, required by Contractor for execution of the Work, shall be made by Contractor from its reproducible set at Contractor’s sole cost and expense. The reproducible set of the Construction Documents shall be returned to Owner upon final acceptance of the Work by Owner or termination of the Contract, whichever occurs first; provided, however, Owner is furnishing Contractor a reproducible set of Construction Documents for Contractor’s convenience and such furnishing by Owner shall not be deemed to be a waiver by Owner or Design Professional of any copyright, patent or license they may have with respect to the Construction Documents. All such copyrights, patents and licenses hereby being expressly reserved by Owner and Design Professional.

C. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for in the Contract Documents. If the Contract Documents include words or terms that have a generally accepted technical or industry meaning, then such words or terms shall be interpreted to have such standard meaning unless otherwise expressly noted in the Contract Documents. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Construction Documents are permitted, except as may be otherwise specifically stated in the Contract Documents.

D. If during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor shall immediately report same to Design Professional and Owner in writing, and before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from Design Professional. Prior to commencing each portion of the Work, Contractor shall first take all necessary field measurements and verify the applicable field conditions. After taking such measurements and verifying such conditions, Contractor shall carefully compare such measurements and conditions with the requirements of the Contract Documents, taking into consideration all other relevant information known to Contractor, for the purpose of identifying and bringing to Owner's attention all conflicts or discrepancies with the Contract Documents.

E. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to immediately notify Design Professional and Owner and, absent contrary instruction from Owner, comply with the provision which is the more restrictive or stringent requirement upon Contractor, as determined by Owner. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

Section 2. Scope of Work

Contractor shall furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely and fully perform and complete in a good and workmanlike manner the construction of the Work (or designated portions thereof) in accordance with all of the terms and conditions of the Contract Documents (collectively, the "Work"). For the avoidance of doubt, Contractor shall have the responsibility to perform the Work and build the entire Project in accordance with the Construction Documents, except any work as may specifically be stated in the Contract Documents to be the responsibility of others.

Section 3. Relationship of Parties

A. Contractor hereby designates Scott Croll as its Project Manager, with full authority to bind and obligate Contractor on all matters arising out of or relating to the Work or the Contract Documents. Contractor shall ensure that the Project Manager devotes whatever time is required to satisfactorily manage the Work and Contractor will provide for such required amount of time in the Itemized General Conditions Expenses Attachment to be attached to the GMP Amendment. The Project Manager shall not be removed or replaced by Contractor without Owner's prior written approval, which approval shall not be unreasonably withheld.

B. Contractor shall be acting as an independent contractor at all times during the performance of the Work and no provision in the Contract shall create an employment or agent relationship between the parties.

C. Contractor represents and warrants the following to Owner (in addition to any other representations and warranties contained in the Contract Documents) as an inducement to Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement and the Final Completion (hereinafter defined) of the Work: (i) that it and, to the best of its knowledge, its subcontractors are financially solvent and possessed of sufficient working capital to complete the Work and perform all obligations hereunder; (ii) that it is authorized to do business in the State in which the Project is located and is properly licensed by all necessary governmental and public and quasi public authorities having jurisdiction over it and over the Work and the Project; (iii) that its execution of this Agreement and all of the Contract Documents, and its performance thereof is within its duly authorized power; (iv) that its duly authorized representative has visited, and is familiar with the local and special conditions under which the Work is to be performed and has correlated onsite observations with the requirements of the Contract Documents; and (v) that it possesses a high level of experience and expertise in the construction of projects of the size, complexity and nature of this particular Project and that it will perform the Work with the care, skill and diligence of such a contractor.

Section 4. Contract Price and Payment Process

A. In consideration of the full and faithful performance by Contractor of the covenants and obligations in the Contract, Owner agrees to pay, or cause to be paid, to Contractor **\$8,772,080.75** (herein "**Contract Price**"), in accordance with the terms of the Contract and as may be modified by written and approved Change Orders or Construction Change Directives.

B. PROGRESS PAYMENTS.

- i. Contractor's monthly Applications for Payment shall be in such form and contain such detail and backup and other information, documentation, and materials as Owner reasonably may require. Prior to submitting its first monthly Application for Payment, Contractor shall submit to Owner and Design Professional, for their review and approval, a Schedule of Values based upon the lump sum compensation to be paid Contractor for the Work hereunder. After its approval by Owner, that Schedule of Values shall be used as the basis for Contractor's monthly Applications for Payment. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date. The approved Schedule of Values shall be updated to reflect current Change Orders and Construction Change Directives and submitted each month to Owner along with a completed and notarized copy of the Application for Payment.
- ii. The Schedule of Values shall list the major elements of the Work and the dollar value for each element and, if required by Owner, broken down further into the major elements of the Work to be completed during the various phases of the Work.

- iii. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which shall be subject to Owner's satisfaction. Owner has the discretion whether or not to pay for such unincorporated materials.
- iv. Contractor shall submit two (2) notarized original copies of its monthly Application for Payment to Owner on or before the twenty-fifth (25th) day of each month for Work performed during the previous month. Applications for Payment received after the twenty-fifth (25th) day of each month shall be considered for payment as part of the next month's application. Within seven (7) calendar days after receipt of each Application for Payment, Design Professional shall submit to Owner a Certificate for Payment in the amount recommended by Design Professional as being due and owing Contractor. Owner shall pay Contractor that portion of Design Professional's Certificate for Payment which Owner approves as being due and owing Contractor within twenty (20) calendar days of Owner's receipt of the Certificate for Payment. General conditions and/or general requirements will be paid based on the percentage of Work complete on site, with the exception of Contractor's initial Application for Payment which may include the reimbursement of costs for the Bonds.
- v. Unless otherwise provided elsewhere in the Contract Documents, Owner shall retain five percent (5%) of that portion of the gross amount of each monthly payment request certified by Design Professional and approved by Owner for payment thru final payment. Nothing in this Section shall preclude or limit the Owner's right to withhold payment as otherwise permitted by the terms of the Contract Documents or as permitted by law. Further, any release of retainage, or portion thereof, shall not be a waiver of (i) any of Owner's rights to retainage in connection with other payments to Contractor, or (ii) any other rights or remedy that Owner has under the Contract Documents, at law or in equity.
- vi. Payments to Contractor shall in no way imply approval or acceptance of Contractor's Work.
- vii. Each Application for Payment shall be accompanied by: (a) properly executed and notarized (i) Release and Affidavit, in the form attached to the Agreement as Exhibit A, and (ii) Waiver of Right to Claim Against the Payment Bond (Progress Payment) in form prescribed by applicable law, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment has been requested have been paid in full through the previous month's Application for Payment, from Contractor and all first tier subcontractors and suppliers and all subcontractors and suppliers that have delivered a Notice to Owner; provided, however, Owner, in its sole discretion,

may require such Releases and Affidavits and Waivers of Right to Claim Against the Payment Bond (Progress Payment) from all lower tier subcontractors and suppliers and, if so required Contractor shall, as a condition precedent to payment provide same; (b) updated Schedule(s) required by the Contract Documents, (c) a written consent from the surety for the payment being requested; and (d) such other information, documentation, and materials as Owner or Design Professional may reasonably require (e.g. payrolls, petty cash accounts, an invoices). Owner shall not be required to make payment until and unless these affidavits, waivers, reports and other information, documentation and materials are furnished by Contractor.

- viii. If Contractor is withholding any portion of a payment to any subcontractor or supplier for any labor, services, or materials for which Owner has paid Contractor, Contractor agrees to refund such money to Owner. Applications for Payment shall not include requests for payment for portions of the Work for which Contractor does not intend to pay a subcontractor or supplier, unless such Work has been performed by others whom Contractor intends to pay.
- ix. Each Application for Payment shall constitute a certification and representation by Contractor to Owner that: (a) the construction has progressed to the point indicated; (b) the quality of the Work covered by the application is in accordance with the Contract Documents; (c) there are no liens or claims outstanding or known to exist at the date of the Application for Payment; (d) all due and payable bills with respect to the Work have been paid to date or included in the amount requested in the current application, and there is no known basis for the filing of any construction liens or claims or any other lien or claim on the Work; (e) duly executed waivers and releases have been obtained from all subcontractors and suppliers for work done and materials furnished through the date of payment; (f) Contractor is entitled to payment in the amount requested; (g) such Application for Payment represents the amount payable to Contractor under the terms of the Contract Documents, and (h) such Application for Payment has not been front-end-loaded either by Contractor or by any of its subcontractors or suppliers (including placing a value on a line item that is in excess of its cost, increasing unit prices on early completed items while decreasing unit prices on later completed ones, and/or inflating the percentage of completion on line items).
- x. Contractor warrants that title to all Work covered by an Application for Payment will pass to Owner no later than the time of payment unless later passage of title is expressly provided for elsewhere herein. Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from Owner shall, to the best of Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of Contractor, subcontractors, suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

C. PAYMENTS WITHHELD.

- i. Design Professional shall review each Application for Payment submitted by Contractor and shall make recommendations to Owner as to the proper amounts, if any, which may be owed Contractor under the Application for Payment. Design Professional's payment recommendation shall be evidenced by a Certificate for Payment issued by Design Professional to Owner. All Certificates for Payment are subject to Owner's review and approval. Both Design Professional and Owner shall have the right to refuse to certify or approve for payment any amounts, or portions thereof, requested by Contractor in an Application for Payment, or rescind any amount previously certified and approved in a Certificate for Payment, and Owner may withhold any payments otherwise due Contractor under the Contract or any other agreement between Owner and Contractor, to the extent it is reasonably necessary, to protect Owner from any expense, cost or loss attributable to: (a) defective or deficient Work not properly remedied in accordance with the terms of the Contract Documents; (b) the filing or reasonable evidence indicating the probable filing of third party claims against Owner attributable to the fault or neglect of Contractor; (c) Contractor's failure to make timely and proper payments to all subcontractors and suppliers; (d) reasonable evidence that the remaining Work cannot be completed for the unpaid Contract Amount balance; (e) reasonable evidence indicating that the remaining Work cannot be completed within the remaining Contract Time; (f) Contractor's failure to satisfactorily prosecute the Work in accordance with the requirements of the Contract Documents; or (g) any other material breach of the requirements of the Contract Documents by Contractor. Owner shall have the right, but not the obligation, to take any corrective action Owner deems appropriate to cure any of the above noted items, at Contractor's expense, if such items are not cured by Contractor to Owner's reasonable satisfaction within three (3) days after Contractor's receipt of written notice from Owner.

D. FINAL PAYMENT.

- i. Owner shall make final payment to Contractor within twenty (20) calendar days after the Work is finally accepted by Owner, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, furnishes Owner with: (a) a properly executed and notarized final release (conditioned only upon receipt of final payment in the form of the Release and Affidavit attached to the Agreement as Exhibit A and Waiver of Right to Claim Against the Payment Bond (Final Payment) in form prescribed by applicable law, from Contractor and all first tier subcontractors and suppliers and all subcontractors and suppliers that have delivered a Notice to Owner; provided, however, Owner, in its sole discretion, may require such Releases and Affidavits and Waivers of Right to Claim Against the Payment Bond (Final Payment) from all lower tier subcontractors and suppliers and, if so required Contractor shall, as a condition precedent to payment provide same; (b) all as-built Contract Documents, including as-built drawings for design-build systems

delegated to Contractor; (c) a complete list of subcontractors and principal suppliers on the Project, including addresses and telephone numbers; (d) evidence reasonably acceptable to Owner that the Work has passed all requisite governmental inspections; (e) an indexed, readable and searchable electronic copy, in format acceptable to Owner and, if requested, hard copies of all operation and maintenance manuals, permits, and temporary and final certificates of completion or occupancy, as applicable, and third party warranty documents applicable to the Work; (f) a Final Payment Affidavit in statutory form; (g) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to Owner; (h) if required by Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by Owner; and (i) such other materials, information and documentation that may be required by the Contract Documents or Owner.

- ii. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against Owner arising out of the Contract or otherwise relating to the Project, except those identified in writing by Contractor as unsettled in the final Application for Payment. Neither the acceptance of the Work nor payment by Owner shall be deemed to be a waiver of Owner's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by Owner or Design Professional at the time of final inspection.

Section 5. Changes in the Work

A. Owner shall have the right at any time during the progress of the Work, without invalidating the Contract, to change, increase or decrease the Work. Except in an emergency endangering life or property, no addition or changes to the Work shall be made except upon written order of Owner, and Owner shall not be liable to Contractor for any increased compensation or adjustment to the Contract Time without such written order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be a basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided in the Contract Documents. **NO OFFICER, EMPLOYEE OR AGENT OF OWNER IS AUTHORIZED TO DIRECT ANY EXTRA OR CHANGED WORK ORALLY.**

B. Promptly after being notified of a change, but in no event more than fourteen (14) days after its receipt of such notification (unless Owner has agreed in writing to a longer period of time), Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Contractor's estimate shall include a critical path analysis of impacts to time as well as cost to perform additional work, or delete Work, as applicable, including the effects and impacts, if any, on unchanged Work, estimates of costs and Contractor's proposed methods to minimize costs, and any delay to the performance of the Work. If Contractor fails to submit a written

proposal or request additional time for submitting the proposal within the fourteen (14) day time period, it shall be presumed that the change described in Owner's request for a proposed change will not result in a modification to the Contract Price or Contract Time and, if directed by Owner in writing, the change shall be performed by Contractor without additional compensation. Owner's request for a proposed change does not authorize Contractor to commence performance of the change, unless otherwise specified in writing. If Owner decides that the proposed change be performed, the Work shall be authorized according to Change Order or Construction Change Directive procedures set forth herein.

C. If Contractor observes any circumstance that may, in its opinion, be a change in the scope of the Work that justifies a change to the Contract Price or Contract Time or Contractor otherwise becomes aware of the need for or desirability of a change in the Work, then Contractor may submit a written Change Order Request ("COR") (to be followed by substantiating data), in a format acceptable to Owner, and must specify the reasons for such proposed change, including relevant circumstances and impacts on the schedule. Contractor shall submit a written price proposal concurrently with the COR. Contractor may request additional compensation and/or time through a COR but not for instances that Contractor knew or reasonably should have known occurred more than fourteen (14) days prior to the date the COR is submitted. Contractor's failure to initiate a COR within such period shall be deemed a waiver of the right to adjustment of the Contract Price or the Contract Time for the alleged change. Any such COR that is approved by Owner will be incorporated in a Change Order or Construction Change Directive. If Owner determines that the Work in question is not a change in the scope of the Work and the COR is denied but Contractor believes that it does have merit, the Contractor may submit a Claim in accordance with the procedures set forth herein.

D. A Change Order, in the form attached as Exhibit B to the Agreement, shall be prepared by Contractor, reviewed by Design Professional and Owner, and executed promptly by the parties after an agreement is reached between Contractor and Owner concerning requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Price and Contract Time shall be adjusted in the Change Order in the manner as Owner and Contractor shall mutually agree. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including all direct and indirect costs associated with such change and any and all adjustments to the Contract Price and the Contract Time.

E. If Owner and Contractor are unable to agree on a Change Order for a requested change, Contractor shall, nevertheless, promptly perform the change as directed by Owner in a written Construction Change Directive. In that event, the Contract Price and Contract Time shall be adjusted as directed by Owner. If Contractor disagrees with Owner's adjustment determination, Contractor must make a Claim pursuant to the terms of this Contract or else be deemed to have waived any Claim it might otherwise have had on that matter.

F. In the event a COR presented by Contractor is approved by Owner which results in either an increase or decrease to the Contract Price, a Change Order shall be issued which increases or decreases the Contract Price by the amount of Contractor's actual and reasonable direct cost of the Work (including bond premiums). In the event such change Work is performed by subcontractors or sub-subcontractors, a maximum ten percent (10%) markup for each of those subcontractors and sub-subcontractors for all overhead and profit on their direct labor and material costs and actual equipment costs shall be permitted.

Section 6. Contract Time, Schedules, and Liquidated Damages

A. Time is of the essence in the performance of the Work under the Contract. The "**Commencement Date**" shall be established in a written Notice to Proceed to be issued by Owner. Contractor shall commence the Work within five (5) calendar days after the Commencement Date. No portion of the Work shall be performed prior to the Commencement Date, unless expressly approved in advance by Owner in writing. The total period of time beginning with the Commencement Date and ending on the date of Substantial Completion, hereinafter defined, of the Work is referred to hereafter as the "**Contract Time**". The Contract Time is set forth with more specificity in Subsection 6.B below.

B. Subject to adjustments to the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work not later than **One-Hundred Thirty-Two (132)** calendar days from the Commencement Date of the Work. "Substantial Completion is when the Work has been completed to the point where Owner can lawfully occupy or utilize the Work for its intended purpose under a Certificate of Occupancy, or Conditional Certificate of Occupancy (with conditions acceptable to Owner in its sole discretion), or Certificate of Substantial Completion provided by the Design Professional, or their equivalent. Design Professional shall certify the date Substantial Completion of the Work is achieved. If Owner has designated portions of the Work to be turned over to Owner prior to Substantial Completion of the entire Work, Design Professional shall certify the date as to when Substantial Completion of such designated portions of the Work have been achieved. The entire Work shall be fully completed and ready for final acceptance by Owner within **thirty (30)** calendar days after the Substantial Completion date, or within **thirty (30)** calendar days after Contractor's receipt of the punch list, whichever date occurs last ("**Final Completion Date**").

C. An initial Project schedule is set forth in Exhibit C to this Contract.

D. The Project Schedule and all other schedules required hereunder shall be updated by Contractor monthly and be in a critical path methodology format. The Project Schedule and all updates to it shall be subject to Owner's and Design Professional's review and comment. Contractor's submittal of a satisfactory Project Schedule and updates thereto and Owner's acceptance of same shall be a condition precedent to Owner's obligation to pay Contractor.

E. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor or anyone for whom Contractor is responsible or liable. Unless expressly noted otherwise in the Contract Documents, Contractor

shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, coordination of trades and subcontractors, coordination of drawings to existing as-built conditions and site conditions, and the coordination of Owner's suppliers and contractors.

F. Should Contractor be obstructed or delayed in the critical path of the prosecution of, or completion of, the Work as a result of unforeseeable causes that are (a) beyond the control of Contractor, (b) not due to Contractor's fault or neglect, and (c) which could not be avoided by the exercise of reasonable diligence, including: (i) acts of God or of the public enemy, (ii) acts of government, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine regulation, (vii) strikes, (viii) lockouts, or (ix) weather conditions abnormal for the period of time as more specifically addressed in the Bid Documents at Section 01135 of the General Requirements, then Contractor shall notify Owner and Design Professional in writing within forty-eight (48) hours after the commencement of such delay (which time period shall control over any conflicting time periods specified elsewhere herein) stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension therefor.

G. Owner shall have the right, at any time, whether or not Contractor is behind schedule, to order Contractor to accelerate its Work. In the event that Owner orders Contractor to accelerate its Work and Contractor (i) is not behind schedule, and (ii) believes that acceleration will increase the cost of performance, Contractor, shall be required to submit a Claim, hereinafter defined, for an adjustment to the Contract Price. Any such Claim shall be based exclusively and solely on actual and direct increased field costs associated with the acceleration.

H. Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If Contractor encounters on the Project site any materials reasonably believed by Contractor to be petroleum or petroleum related products or other hazardous or toxic substances (collectively, "**hazardous materials**") not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material which have not been rendered harmless, Contractor immediately shall (i) stop Work in the area affected, and (ii) report the condition to Owner in writing. If the Work is so stopped and hazardous material is found, the Work in the affected area shall not thereafter be resumed except by Change Order. Any such Change Order shall include an adjustment to the Contract Time as appropriate. If no hazardous material is found after the Work is stopped, no Change Order is required to resume the Work in the affected area. Further, if the hazardous material was generated or caused by Contractor or any of its employees, agents, subcontractors, or material suppliers, no Change Order will be required for an adjustment in the Contract Time and Contractor shall indemnify Owner and hold Owner harmless for any costs incurred by Owner with respect to such hazardous material.

I. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatsoever, including those for which Owner and Design Professional may be responsible, in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from Owner. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against Owner will be the right to seek an extension to the Contract Time for any delays on the Project; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This Section

shall expressly apply to claims for early completion, as well as to claims based on late completion. In no event shall Owner be liable to Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, punitive, special, indirect, incidental, or consequential damages of any kind or nature whatsoever. For the avoidance of doubt, Owner's exercise of its reserved right to change, increase or decrease the Work shall not be deemed to be "fault or neglect of Owner" serving as the basis for additional compensation under this Subsection.

J. Owner and Contractor recognize that, since time is of the essence for the Contract, Owner will suffer financial loss if the Contractor fails to achieve Substantial Completion of the Work within the Contract time, as said time may be adjusted as provided for herein. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify because this is a public construction project that will, when completed, benefit the public. It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from Contractor, if Contractor fails to achieve Substantial Completion of the Work within the required Contract Time. Should Contractor fail to achieve Substantial Completion of the Work within the Contract Time, Owner shall be entitled to assess as liquidated damages, but not as a penalty, **Two-Thousand Five Hundred Dollars (\$2,500.00)** for each calendar day thereafter until Substantial Completion of the Work is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of Owner's actual damages at the time of contracting if Contractor fails to achieve Substantial Completion of the Work within the Contract Time. Owner may deduct liquidated damages prescribed in this subsection from any unpaid amounts then or thereafter due Contractor under the Contract and any liquidated damages not so deducted shall be payable to Owner by Contractor upon demand by Owner plus interest from the date of demand at the maximum legal rate of interest until paid. It is further mutually understood and agreed that Owner's assessment of liquidated damages for delays is intended to compensate Owner solely if Contractor fails to achieve Substantial Completion of the Work within the Contract Time and shall not release Contractor from liability from any other breach of Contract requirements. If the liquidated damages set forth herein are deemed unenforceable for any reason, Owner instead shall be entitled to recover those actual delay damages that it sustained as a result of Contractor's failure to achieve Substantial Completion of the Work within the Contract Time.

K. Owner and Contractor recognize that, since time is of the essence for the Contract, Owner will suffer financial loss if the Work fails to achieve Final Completion, hereinafter defined, by the Final Completion Date, as said time may be adjusted as provided for herein. "Final Completion" shall mean, for the purposes of this subsection, that Contractor has satisfied all conditions to Design Professional's issuance of a final Certificate for Payment. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to ascertain and quantify because this is a public construction project that will, when Final Completion is achieved, benefit the public. It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from Contractor, if Contractor fails to achieve Final Completion of the Work by the Final Completion Date. Should Contractor fail to achieve Final Completion of the Work by the Final Completion Date, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, **Two-Thousand Five Hundred Dollars (\$2,500.00)** for each calendar day thereafter until Final Completion of the Work is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty,

which the parties agree represents a fair and reasonable estimate of Owner's actual damages at the time of contracting if Contractor fails to achieve Final Completion of the Work by the Final Completion Date. Owner may deduct liquidated damages prescribed in this subsection from any unpaid amounts then or thereafter due Contractor under the Contract and any liquidated damages not so deducted shall be payable to Owner by Contractor upon demand by Owner plus interest from the date of demand at the maximum legal rate of interest until paid. It is further mutually understood and agreed that Owner's assessment of liquidated damages for delays is intended to compensate Owner solely for Contractor's failure to achieve Final Completion of the Work by the Final Completion Date and shall not release Contractor from liability from any other breach of Contract requirements. If the liquidated damages set forth herein are deemed unenforceable for any reason, Owner instead shall be entitled to recover those actual delay damages that it sustained as a result of Contractor's failure to achieve Final Completion of the Work.

L. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the laws of Florida, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. "**Days**" means consecutive calendar days unless a contrary intent is specifically indicated with regard to any reference to the word "days". The term "**business day**" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by Owner.

Section 7. Bonds

A. Within ten (10) business days after the Contract is signed by Owner and Contractor and before any portion of the Work to be covered by such bonds is commenced, Contractor shall provide Owner with a Performance Bond and a Payment Bond (together, the "**Bonds**"), in the amount of one hundred percent (100%) of the Contract Price. The Performance and Payment Bonds must comply with the following provisions and must be otherwise acceptable to Owner, in its sole discretion:

1. The Bonds must be underwritten by a surety company which has a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
2. The surety company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The surety company shall be in full compliance with the provisions of the Florida Insurance Code.
4. The surety company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
5. The Bonds must be fully performable in Florida, with service and venue in the location of the Project site.

6. If the Contract Price exceeds Five Hundred Thousand and No/100 (\$500,000.00), the surety company shall also comply with the following provisions:

a. The surety company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide:

CONTRACT	POLICYHOLDER'S RATING	REQUIRED FINANCIAL RATING
\$ 500,000 to 1,000,000	A	CLASS IV
1,000,000 to 2,500,000	A	CLASS V
2,500,000 to 5,000,000	A	CLASS VI
5,000,000 to 10,000,000	A	CLASS VII
10,000,000 to 25,000,000	A	CLASS VIII
25,000,000 to 50,000,000	A	CLASS IX
50,000,000 to 75,000,000	A	CLASS X

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the minimum requirements noted above and Owner's prior written approval.

C. In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, within five (5) days after Owner's written approval of the Bonds and before commencing the Work, Contractor shall record in the Public Records of Brevard County, Florida, a copy of the Performance and Payment Bonds. Contractor shall deliver to Owner certified copies of the recorded Bonds within ten (10) days of recording of the Bonds but, in any event, before commencing the Work. The proper recording and delivery of such Bonds are conditions precedent to Owner's obligation to make any progress payments to Contractor hereunder.

Section 8. Insurance

During the term of the Contract or for such longer period as specified in the Contract Documents or required by applicable law, Contractor shall provide, pay for, and maintain, with companies satisfactory to Owner, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the state of Florida. Simultaneously with the execution and delivery of the Contract by Contractor, Contractor shall deliver to Owner properly executed Certificates of Insurance and copies of additional insured endorsements in form acceptable to Owner showing Owner as an additional insured, which shall evidence the fact that Contractor has acquired and put in place the insurance coverages and limits required hereunder. In addition, certified, true and exact copies of all insurance policies required shall be provided to Owner, if requested by Owner during the course of the Project. These Certificates, additional insured endorsements and policies shall contain provisions that thirty (30) calendar days written notice by registered or certified mail shall be given Owner of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. Contractor shall also notify Owner, in a

like manner, within two (2) days after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by it hereunder, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. All insurance coverages of Contractor shall be primary to any insurance or self-insurance program carried by Owner applicable to the Contract. In no event shall any failure of Owner to receive copies or certificates of policies required under the Contract be construed as a waiver by Owner of Contractor's obligations to obtain insurance pursuant as required by the Contract. The obligation to procure and maintain insurance required by the Contract is a separate responsibility of Contractor and independent of its duty to furnish a copy or certificate of such insurance policies.

A. All insurance policies required by the Contract shall include the following provisions and conditions by endorsement to the policies:

- i. All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, provided by Contractor to meet the requirements of the Contract shall name Titusville Cocoa Airport Authority, as an additional insured as to the operations of Contractor under the Contract Documents and shall contain a severability of interests provisions.
- ii. Companies issuing the insurance policy or policies shall have no recourse against Owner for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- iii. All insurance coverages of Contractor shall be primary to any insurance or self-insurance program carried by Owner applicable to the Contract, and the "Other Insurance" provisions of any policies obtained by Contractor shall not apply to any insurance or self-insurance program carried by Owner applicable to the Agreement.
- iv. All insurance policies shall be fully performable in Brevard County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- v. All insurance policies to be provided by Contractor pursuant to the terms hereof must expressly state that the insurance company will accept service of process in Brevard County, Florida and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court situated in Brevard County, Florida.
- vi. The acceptance by Owner of any evidence of the insurance coverages and limits required by the Contract, including any Certificate of Insurance, policy or additional insured endorsement, does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance policies shown on the evidence of insurance are in compliance with the requirements of the Contract.

- vii. Before starting and until completion of all Work required hereunder or for such longer period as otherwise specified herein or required by applicable law, Contractor shall procure and maintain insurance of the types and to the limits specified in Exhibit D to the Agreement, "Insurance Coverage," which is attached hereto and made a part hereof Contractor shall require each of its subconsultants and subcontractors to procure and maintain, until the completion of that subconsultant's or subcontractor's work or services or for such longer period as otherwise specified herein or required by applicable law, insurance of the types and to the limits specified in Exhibit D to the Agreement, unless such insurance requirement for the subconsultant or subcontractor is expressly waived in writing by Owner.
- viii. If any insurance provided pursuant to the Contract expires prior to the completion of the Services required hereunder, renewal Certificates of Insurance and, if requested by Owner, certified, true copies of the renewal policies and applicable additional insured endorsements, shall be furnished to Owner thirty (30) calendar days prior to the date of expiration.
- ix. Should at any time Contractor not maintain the insurance coverages required in the Agreement, Owner may cancel the Agreement and any Amendments issued pursuant to the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge Contractor for such coverages purchased.

If Contractor fails to reimburse Owner for such costs within thirty (30) calendar days after demand, Owner has the right to offset these costs from any amount due Contractor under the Contract. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Owner to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under the Contract.

- x. All insurance companies from whom Contractor obtains the insurance policies required hereunder must meet the following minimum requirements:
 - a. The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida.
 - b. The insurance company must have been in such insurance business continuously for not less than five (5) years immediately prior to the date of execution of the Agreement.
 - c. The insurance company must have an A. M. Best policyholder rating of either "A+", "A", or "A-".
 - d. The insurance company must have a current A. M. Best financial rating of "Class VI" or higher.

- xii. Unless otherwise noted in the Contract Documents, Owner shall maintain property insurance with respect to the Project. The property insurance shall include the interests of Contractor and its subcontractors and suppliers in the Project. The property insurance shall be an "Open Perils Policy" type of policy, with coverage amounts, deductibles and sublimits established by Owner. The property insurance shall not cover loss to any of Contractor's or its subcontractors' owned, leased or rented property, including trailers, tools, supplies and equipment. Any losses under the property insurance shall be adjusted by Owner, with the cooperation of Contractor, with any claim check being made payable to Owner. Contractor shall be liable and responsible for all property insurance deductibles up to the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) on each loss occurrence. Owner will provide a sample certificate showing builders risk coverage.
- xiii. Insurance requirements itemized in the Contract and required of Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under the Contract. Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- xiv. Each insurance policy required by the Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability; and
 - b. Not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to Owner.
- xv. Owner shall retain the right to review, at any time, coverage, form, and amount of insurance.
- xvi. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of the Contract.
- xvii. Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of the Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.
- xviii. Claims Made Policies will be accepted for Professional Liability and Pollution Liability (Hazardous Materials), and such other risks as are authorized by Owner. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than four (4) years. If provided as an option, Contractor shall purchase the extended reporting period on cancellation or termination unless a new policy is affected. Any new policy shall maintain the original retroactive date evidenced at the commencement of the Contract.

- xviii. Certificates of Insurance or, if required by Owner, certified copies of the applicable insurance policies, and applicable additional insured endorsements, evidencing Claims Made or Occurrence Form Coverage and conditions to the Contract are to be furnished to Owner prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates or, if required by Owner, certified copies of the applicable insurance policies, and applicable additional insured endorsements or shall be received by Owner before Contractor will be allowed to commence or continue work. All certificates will reference the contract, bid, project or job number on the certificate. All insurance carriers listed on the certificate must have their corresponding AM Best carrier ID listed.
- xix. Notices of Accidents (occurrences) and Notices of Claims associated with the Work being performed under the Contract, shall be provided to Contractor's/subcontractor's/consultant's insurance company and Owner as soon as practicable after notice to the insured.

D. WAIVER OF SUBROGATION.

- i. Contractor waives all rights of subrogation against Owner, Design Professional, and the board members, directors, officers, agents, employees, subconsultants and subcontractors of any of them, for damages or injuries caused by perils covered by any insurance required to be maintained by Contractor or its subcontractors, to the extent such damages or injuries are covered by such insurance. Contractor shall require similar waivers from all of its subcontractors.
- ii. If any policies of insurance required to be maintained by Contractor or its subcontractors require an endorsement to provide any waiver of subrogation referenced above, Contractor shall cause such policies to be so endorsed.

Section 9. Indemnification

A. The Contractor shall indemnify, defend, and save harmless to the limit allowed by law, the Owner and the Design Professional and their agents, and employees from and against all claims, damages, losses and expenses, including attorney's fees and costs arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction or damages of tangible property (other than the work itself), including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnification is not intended to provide indemnity protection for any negligent acts or omissions of the Owner. The obligation of the Contractor under this Section shall not extend to the liability of the Design Professional, the Design Professional's agents or employees arising out of errors or omissions in maps, drawings, plans, opinions, reports, surveys, contract modifications, designs or specifications which have been prepared by the Design Professional. If any word, clause or provision of any of the indemnification provisions of the Contract is determined not to be in compliance with Fla Stat. Section 725.06, including any

amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties the Contractor's indemnity obligations comply fully with Fla. Stat. Section 725.06, including any amendments, in all respects.

B. The duty to defend under this Section is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Contractor, Owner and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to defend the specified indemnified parties shall be at Contractor's sole expense. Contractor shall respond within fifteen (15) calendar days to the tender of any indemnity claim for defense and/or indemnity by a party or person indemnified hereunder, unless such person or party agrees in writing to an extension of this time. The defense provided by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to Owner. Contractor's obligation to indemnify and defend under this Section 9 will survive the expiration or earlier termination of the Contract until it is determined by final judgment that an action against Owner or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

C. In any and all claims against the Owner or the Design Professional or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other employee benefit acts.

Section 10. Completion, Warranty, and Defective Work

A. SUBSTANTIAL COMPLETION.

- i. When the entire Work (or any portion thereof designated in writing by Owner) is substantially complete, Contractor shall notify Owner and Design Professional in writing that the entire Work (or such designated portion) is substantially complete and request that Design Professional issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, Owner, Contractor and Design Professional shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If Owner and Design Professional do not consider the Work (or designated portion) substantially complete, Design Professional shall notify Contractor in writing giving the reasons therefor. In such case, Contractor shall pay the costs of all additional Substantial Completion inspections. If Owner and Design Professional consider the Work (or designated portion) substantially complete, Design Professional shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial

Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) to be achieved by Contractor and include a final punch list of items to be completed or corrected by Contractor before final payment. Such final punch list shall be in compliance with the Contract Documents and all applicable laws. Accordingly, Design Professional shall provide the final punch list to Contractor within seven (7) calendar days after Contractor has achieved Substantial Completion. Contractor acknowledges and agrees that the failure to include any corrective work or pending items not yet completed on the punch list does not alter the responsibility of Contractor to complete all the Work required under the Contract and does not waive Owner's right to demand completion of the item pursuant to the Contract Documents prior to or after final payment. Additionally, if the Contract involves Work on more than one building or structure, or involves a multi-phased Project, a punch list shall be developed in accordance with the timelines set forth in this Section for each building, structure, or phase of the Project. Owner shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion (or partial Substantial Completion), but Owner shall allow Contractor reasonable access to complete or correct items on the final punch list.

B. FINAL COMPLETION.

- i. When Contractor believes it has fully performed all of the Work, including all punch list items, Contractor shall deliver to Owner a written affidavit from Contractor certifying that all Work has been completed in accordance with the requirements of the Contract Documents. That written affidavit shall be delivered to Owner by Contractor at the same time it submits its final Application for Payment, which Contractor shall submit within one hundred twenty (120) days of the date of Substantial Completion. After receipt of such affidavit, the final Application for Payment and all other documents required for Project close-out, Design Professional and Owner shall promptly inspect the Work to determine if all of the Work has been completed and is ready for final acceptance by Owner. If Owner and Design Professional determine Contractor has completed the entire Work, Design Professional shall promptly issue a final Certificate for Payment, stating that, to the best of its knowledge, information and belief, and on the basis of its observations and inspections: (i) all of the Work has been completed in accordance with the requirements of the Contract Documents; (ii) the final balance due Contractor, as noted in the final Certificate for Payment, is due and payable; and (iii) all conditions precedent to Contractor's entitlement to final payment have been satisfied. Neither the final payment nor the retainage shall become due and payable until Contractor submits: (1) the final Release and Affidavit in the form attached to the Agreement as Exhibit A, (2) consent of surety to final payment, (3) all close-out documentation and information required by the Contract Documents to be provided by Contractor prior to its entitlement to final payment, and (4) if required by Owner, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by Owner. Owner reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though

Design Professional may have issued its recommendations. Unless and until Owner is completely satisfied that Final Completion has been achieved, neither the final payment nor the retainage shall become due and payable.

C. WARRANTY.

- i. Contractor shall obtain and assign to Owner on a non-exclusive basis all warranties given to Contractor by any subcontractors or by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor expressly warrants to Owner that all materials and equipment to be incorporated into the Work shall be new unless otherwise specified. Further, Contractor expressly warrants to Owner that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to Owner that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Further, any warranty to be provided will be in such form as is acceptable to Owner and shall not include any exclusions, exceptions or modifications except to the extent approved by Owner in its sole discretion. In addition to all other rights and remedies available to Owner at law or in equity, including any implied warranties Owner may be entitled to as a matter of law, Contractor expressly warrants to Owner that it shall promptly correct, upon receipt of written notice from Owner, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. In the event that any defective or non-conforming work is deemed by Owner in its sole discretion to present an immediate threat to safety or security, Owner shall be entitled to correct and fix such defective or non-conforming portions of the Work, and Contractor shall reimburse Owner for all costs and expenses incurred by Owner in performing such Work. This obligation to correct defective or nonconforming Work shall run for a period of one (1) year (or such longer period of time as may otherwise be specified in the Contract Documents) commencing from the date Substantial Completion is achieved. With respect to the correction of any defective or nonconforming Work, Contractor shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work. Contractor shall conduct, jointly with Owner and Design Professional, a warranty inspection at six (6) months and eleven (11) months after the date Substantial Completion is achieved. Contractor's warranty excludes remedy for damage or defect caused by Owner's abuse, modifications not performed by Contractor, improper or insufficient maintenance by Owner (unless such maintenance was performed in accordance with the directions from Contractor), improper operation by Owner (unless such operations were performed in accordance with the directions from Contractor), or normal wear and tear under normal usage.

D. DEFECTIVE WORK.

- i. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by Owner or Design Professional, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or

completed, or, if the defective Work has been rejected by Owner or Design Professional, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold Owner and Design Professional harmless for same.

- ii. If Owner or Design Professional consider it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others, Contractor, at Design Professional's or Owner's request, shall uncover, expose or otherwise make available for observation, inspection or tests as Owner or Design Professional may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including fees and charges of engineers, architects, attorneys and other professionals), and Owner shall be entitled to an appropriate decrease in the Contract Price. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- iii. Owner shall have the right to order Contractor to stop all or any portion of the Work if at any time Owner reasonably determines that Contractor's performance of the Work is not in compliance with the requirements of the Contract Documents. Such noncompliance shall include Contractor's failure to provide adequate labor, materials or equipment to satisfactorily maintain the various Project schedules (including the Master Project Schedule). This right to stop the Work shall be exercised, if at all, solely for Owner's benefit and nothing herein shall be construed as obligating Owner to exercise this right for the benefit of Contractor or any other person.
- iv. Should Owner determine, at its sole opinion, it is in Owner's best interest to accept defective Work, Owner may do so. Contractor shall bear all direct, indirect and consequential costs attributable to Owner's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Price. If Owner accepts such defective Work after final payment, Contractor shall promptly pay Owner an appropriate amount determined by Owner to adequately compensate Owner for its acceptance of the defective Work.
- v. If Contractor fails, within a reasonable time (as determined by Owner) after the written notice from Owner or Design Professional, to correct defective Work or to remove and replace rejected defective Work as required by Owner or Design Professional, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, Owner may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to

complete corrective and remedial action, Owner may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Design Professional and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable Owner to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of Owner in exercising such rights and remedies shall be charged against Contractor, and a Change Order or a Construction Change Directive shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

Section 11. Termination

E. TERMINATION BY THE OWNER FOR CAUSE.

- i. Contractor shall be considered in material default of the Contract and such default shall be considered cause for Owner to terminate the Contract, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by Owner or Design Professional or as provided for in the Master Project Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work contrary to the requirements of the Contract; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) fails to promptly pay its subcontractors and suppliers; or (11) materially breaches any other provision of the Contract Documents.
- ii. If Owner determines that Contractor is in default under the Contract, Owner shall notify Contractor in writing of Contractor's default(s). If Owner determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then Owner, at its option, without releasing or waiving its rights and remedies against Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by

law, may terminate Contractor's right to proceed under the Contract, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders that Owner may designate, and complete all or any portion of Contractor's Work by whatever means, method or agency which Owner, in its sole discretion, may choose. In making either the initial determination that Contractor is in default under the Contract or the subsequent determination that Contractor has failed to satisfactorily cure its default, Owner may rely solely upon Design Professional's certification to Owner that in Design Professional's opinion Contractor is in default or has failed to satisfactorily cure its default.

- iii. If Owner deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Work is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by Owner incident to such completion, shall be deducted from the unpaid balance of the Contract Price, and if such expenditures exceed the unpaid balance of the Contract Price, Contractor agrees to pay promptly to Owner on demand the full amount of such excess, including costs of collection, attorneys' fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Price exceeds all such costs, expenditures and damages incurred by Owner to complete the Work, Contractor shall be paid the amounts earned prior to Contractor's rights under the Contract were terminated. Any amounts to be paid to Owner by Contractor pursuant to this Subsection shall be certified by Design Professional, upon application, and this obligation for payment shall survive termination of the Contract.
- iv. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by Owner in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder. Further, in the event Owner has exercised its right to terminate due to Contractor's default, Contractor shall be prohibited from bidding or otherwise seeking additional work from Owner in accordance with Owner's then current debarment policy.
- v. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that Owner is not entitled to the remedies against Contractor provided herein, then such termination shall be deemed a termination for Owner's convenience and Contractor's remedies against Owner shall be the same as and limited to those afforded Contractor for termination for convenience in Subsection 10.B.i. below.

F. TERMINATION OF CONTRACTOR FOR CONVENIENCE AND RIGHT OF SUSPENSION.

- i. Owner shall have the right to terminate the Contract without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against Owner shall be limited to that portion of the Contract Price earned through the date of termination, together with any retainage withheld, demobilization costs actually incurred, and the cost to cancel any subcontracts, purchase orders, fabrication orders executed for the Project, but Contractor shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.
- ii. Owner shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension to the Contract Time in accordance with the procedures set forth in the Contract Documents. In no event shall Contractor be entitled to any additional compensation or damages except as otherwise expressly provided for in the Contract Documents; provided, however, if the ordered suspension exceeds ninety (90) consecutive calendar days, Contractor shall have the right to terminate the Contract with respect to that portion of the Work which is subject to the ordered suspension. When all or a portion of the Work is suspended for any reason, Contractor shall securely fasten down all coverings and fully protect the Work, as necessary, from injury or damage.

Section 12. Exhibits Incorporated and Order of Precedence

The following documents are expressly agreed to be incorporated by reference and made a part of this Contract.

- Exhibit A: Form of Release and Affidavit
- Exhibit B: Form of Change Order
- Exhibit C: Initial Project Schedule
- Exhibit D: Insurance Coverage

In the event of any inconsistency, discrepancy, errors, or conflict between the Contract Documents, Section 50-03 of the FAA General Provisions, as modified, contained within the Bid Documents shall control the order of precedence.

Section 13. Notices

A. All notices, consents, or approvals required or permitted to be given under the terms of the Contract shall be in writing and shall be sent by: (a) FedEx or other nationally recognized overnight air courier service, postage prepaid, for next business day delivery, or (b) hand delivery, to the notice address of the respective parties set forth below in Subsection 13.B or 13.C, as applicable. Notice given in accordance with this Section 13 shall be effective on the earlier of the day actually received, if received on a business day (or, if not received on a business day, on the

first business day after the day of receipt) or, regardless of whether or not received after the dates specified below, (i) on the date of delivery or refusal of delivery, if by hand delivery, or (ii) on the first business day after having been delivered to a nationally recognized overnight air courier service, such as FedEx, for “next business day” delivery in each case addressed to the respective party at the address for notice to the party specified in Subsection 13.B or 13.C, as applicable, below.

B. Notices, consents or approvals required or permitted to be given to Owner shall be delivered to Owner at:

Titusville Cocoa Airport Authority
c/o Kevin Daugherty, AAE
Director of Airports
355 Golden Knights Blvd.
Titusville, FL 32780

C. Notices, consents or approvals required or permitted to be given to Contractor shall be delivered to Contractor at:

Halifax Paving, Inc
870 Hull Road
Ormond Beach, FL, 32174

D. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 14. Claims and Disputes

A. The term “**Claim**” as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.

B. Initial notice of Claims by Contractor shall be made in writing to Owner and Design Professional within seven (7) calendar days after the first day of the event giving rise to such Claim or else Contractor shall be deemed to have waived the Claim. A fully substantiated written Claim with supporting data shall be submitted to Owner and Design Professional within thirty (30) calendar days after the conclusion of the event, unless Owner grants additional time in writing, or else Contractor shall be deemed to have waived the Claim.

C. Owner shall issue a decision on Contractor’s Claim within sixty (60) days from the Contractor’s issuance of the fully substantiated Claim. The Owner’s decision shall become binding on the Contractor unless the Contractor appeals the decision by requesting negotiations between executive level personnel from both Owner and Contractor in writing within five (5) business days of the Owner issuing its decision. Such negotiations shall take place within sixty (60) days of the Contractor’s written appeal. Should executive level negotiations fail to resolve the dispute, the parties may proceed to mediation on the Claim; provided, however, such mediation shall not occur prior to Substantial Completion of the Project. Any mediation of a Claim shall be conducted before a mediator selected by the Owner who is board certified in construction law by the Florida Bar.

D. Contractor shall proceed diligently with its performance as directed by Owner, regardless of any pending Claim, dispute, or pending Change Order request, unless otherwise agreed to by Owner in writing. Owner shall continue to make payments of undisputed amounts due in accordance with the Contract Documents during the pendency of any Claim, dispute, or Change Order request. Contractor shall not, under any circumstances, cease Work on the Project as the result of any unresolved Claims, disputes, or pending Change Orders.

E. Attendance at mediation shall be a condition precedent to Contractor bringing a lawsuit against Owner. Any litigation between Owner and Contractor (which term for the purposes of this Section shall include Contractor's surety), whether arising out of any Claim or arising out of the Contract or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and Owner and Contractor each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Any litigation between Owner and Contractor shall not be permitted to commence until the Project has achieved Substantial Completion and the Parties attend mediation resulting in an impasse. The exclusive venue of any such litigation between Owner and Contractor shall lie and be only in the appropriate State courts of the State of Florida's Eighteenth Judicial Circuit in and for Brevard County, Florida.

F. Contractor consents and submits to the jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court. OWNER AND CONTRACTOR EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY REGARDING ANY SUCH LITIGATION.

G. In the event of any claim or dispute arising out of the Contract, the prevailing party shall be entitled to recover from the non-prevailing party its costs, including reasonable attorneys' fees (including fees for determining the amount of fees due) at all levels, including at trial, on appeal, and in bankruptcy and post-judgment proceedings. Notwithstanding the foregoing, nothing contained in this Agreement shall be construed or interpreted as (1) denying to any party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents or agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

H. The parties specifically opt out of the requirements of Chapter 558, Florida Statutes.

Section 15. Modification

No modification or amendment to the Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 16. Successors and Assigns

Subject to other provisions hereof, the Contract shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties to the Contract.

Section 17. Governing Law

The Contract shall be interpreted under and its performance governed by the laws of the State of Florida, without regard to its choice of law provisions.

Section 18. No Waiver

The failure of Owner to enforce at any time or for any period of time any one or more of the provisions of the Contract shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision. Further, the failure of Owner to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. Waiver by Owner of a breach of any provision of the Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of the Contract. No approval, consent or waiver by Owner shall be effective unless it is in writing and then only to the extent specifically stated.

Section 19. Entire Agreement

The Contract comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Contract.

Section 20. Severability

Should any provision of the Contract be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 21. Construction

Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. The headings of the Articles, Sections, Paragraphs, Schedules, Exhibits and Attachments as contained in the Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Sections, Paragraphs, Schedules, Exhibits and Attachments. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation. The remedies granted to Owner in the Contract are cumulative and not in limitation of any other rights and remedies of Owner at law or in equity.

Section 22. Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[THIS SECTION IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR:
Halifax Paving, Inc.

(Signature)

By: Joseph Durrance
(Print)

Title: Vice President

Date: 9-24-24

OWNER:
TITUSVILLE COCOA AIRPORT AUTHORITY

By: Kevin Daugherty, AAE
Director of Airports

Date: _____

**EXHIBIT A
RELEASE AND AFFIDAVIT**

STATE OF FLORIDA

) COUNTY OF

_____)

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$_____ paid, _____ (“**Contractor**”) releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Titusville Cocoa Airport Authority (“**Owner**”) relating in any way to the performance of the Contract between Contractor and Owner, dated __, 20__, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against Owner arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) Contractor certifies that it has paid all its subcontractors and materialmen in full all amounts owed them from any previous payments received by Contractor from Owner and has not withheld any such amounts. In the event Contractor withholds any unpaid amounts due to its subcontractors and/or materialmen from the payment it receives from Owner with respect to the Application for Payment referenced in Section 5 below, Contractor agrees to immediately refund all such unpaid amounts to Owner.

(5) This Release and Affidavit is given in connection with Contractor’s [monthly/final] Application for Payment No. _____.

Contractor:

By: _____

Its: _____

Date: _____

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of _
physical presence or _____ online notarization this _____ day of
_____, 20__, by _____, as _____ of _____, a
_____ corporation, on behalf of the corporation. He/She is personally
known to me or has produced a _____ (state) driver's license no. _____ as
identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

Notary Public (Signature)

(Printed Name)

(Title or Rank)

(Serial Number, if any)

**EXHIBIT B
CHANGE
ORDER**

CHANGE ORDER NO. _____

CONTRACT NO. _____

TO: _____

DATE: _____

PROJECT NO.: _____

Under our AGREEMENT dated _____, 20__.

.....
You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

Description of change(s): _____

For the (Additive) (Deductive) Sum of: _____
(\$_____).

Original Agreement Amount \$ _____

Sum of Previous Changes \$ _____

This Change Order (Add) (Deduct) \$ _____

Present Agreement Amount \$ _____

The time for completion shall be (increased/decreased) by _____ calendar days due to this Change Order. Accordingly, the Contract Time is now _____ (____) calendar days and the Substantial Completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs, inefficiency, disruption, and directed or constructive acceleration.

Accepted: _____, 20____

CONTRACTOR:

By: _____

OWNER:

Titusville Cocoa Airport Authority

By: _____

DESIGN PROFESSIONAL:

By:

EXHIBIT C
INITIAL PROJECT SCHEDULE

(see attached)

EXHIBIT D
INSURANCE COVERAGE

(see attached)

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FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

ACTION ITEMS

**APPROVAL: AWARD OF CONTRACT TO
JJ CUNNINGHAM, LLC IN THE AMOUNT OF
\$81,380 FOR THE AIRFIELD MARKING PROJECT
AT SPACE COAST REGIONAL AIRPORT.**



June 11, 2024

Kevin Daugherty, AAE
Director of Airports
Titusville-Cocoa Airport Authority
51 Bristow Way
Titusville, Florida 32870

**Reference: Recommendation of Award
Airfield Marking Rehabilitation
Space Coast Regional Airport**

Dear Mr. Daugherty:

On June 11, 2024 at 10:00AM, the Authority received bids on the above-referenced project. A total of two (2) bids were received as follows:

Bidder	Bid Total
JJ Cunningham, LLC	\$81,380.00
Hi-Lite Airfield Services, LLC	\$115,250.50

A detailed Bid Tabulation is attached.

The apparent low bidder is **JJ Cunningham, LLC** whose total bid is \$81,380. JJ Cunningham submitted the required bid forms, including the 5% Bid Security with notarized Power of Attorney, acknowledgement of Addendum #1, a list of 39 projects completed in the last five years ranging in value from \$40K to \$2.5M, as well as documentation committing to meeting the full 10% DBE goal set for the project using one DBE supplier. JJ Cunningham’s bid appears to be complete and responsive.

The second bid received was from Hi-Lite Airfield Services, LLC (Hi-Lite), whose total bid is \$115,250.50. Hi-Lite submitted the required bid forms, including the 5% Bid Security with notarized Power of Attorney, acknowledgement of Addendum #1, a list of many projects completed in the last five years ranging in value from \$1K to \$14.5M, as well as documentation committing to meeting the full 10% DBE goal set for the project using one supplier. Hi-Lite’s bid also appears to be complete and responsive.

Notwithstanding the Authority’s Legal Counsel review, **AVCON** recommends award of the contract to **JJ Cunningham, LLC** for the Total Bid amount of **Eighty-One Thousand, Three Hundred Eighty Dollars and 00/100 (\$81,380.00)**, subject to the availability of funding.

Kevin Daugherty, AAE
Titusville-Cocoa Airport Authority
Airfield Marking Rehabilitation
Space Coast Regional Airport
June 11, 2024
Page 2 of 2



We stand ready to assist the Authority in the implementation of this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,

AVCON, INC.

A handwritten signature in blue ink, appearing to read "Robert Hambrecht". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Robert Hambrecht, P.E.
Project Manager

c: Justin Hopman

Attachment: Bid Tabulation



SPACE COAST REGIONAL AIRPORT AIRFIELD MARKING REHABILITATION BID TABULATION

BID SCHEDULE A - SHARED USE APRON AND GATE					JJ CUNNINGHAM, LLC		HI-LITE AIRFIELD SERVICES, LLC	
INDEX	PAY ITEM	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	P-620-5.1	REMOVAL OF EXISTING PAVEMENT MARKINGS	SF	1,900	\$2.00	\$3,800.00	\$2.50	\$4,750.00
2	P-620-5.2	SURFACE PREPARATION OF EXISTING MARKINGS	SF	80,750	\$0.10	\$8,075.00	\$0.35	\$28,262.50
3	P-620-5.3	TAXIWAY MARKINGS, YELLOW, WATERBORNE PAINT, WITH TYPE III REFLECTIVE MEDIA	SF	28,600	\$1.05	\$30,030.00	\$1.00	\$28,600.00
4	P-620-5.4	TAXIWAY MARKINGS, RED, WATERBORNE PAINT, WITH TYPE I REFLECTIVE MEDIA	SF	950	\$2.50	\$2,375.00	\$5.00	\$4,750.00
5	P-620-5.5	TAXIWAY MARKINGS, WATERBORNE PAINT WITHOUT REFLECTIVE MEDIA	SF	51200	\$0.50	\$25,600.00	\$0.75	\$38,400.00
6	GP-80-1	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE	LS	1	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00
7	C-105-1	MOBILIZATION (5% MAXIMUM)	LS	1	\$4,500.00	\$4,500.00	\$5,488.00	\$5,488.00
TOTAL BID SCHEDULE A						\$81,380.00		\$115,250.50

Bid Tabulation completed by Rob Hambrecht, P.E.

Signed:



CONSTRUCTION AGREEMENT

BETWEEN

TITUSVILLE COCOA AIRPORT AUTHORITY

AND

JJ Cunningham, LLC

FOR

**AIRFIELD MARKING REHABILITATION
AT
SPACE COAST REGIONAL AIRPORT**

CONTRACT NO. _____

CONSTRUCTION AGREEMENT

THE TITUSVILLE-COCOA AIRPORT AUTHORITY a body corporate existing under the laws of the State of Florida (“**Owner**”), hereby contracts with JJ Cunningham, LLC (“**Contractor**”), a Florida corporation, whose business address is 200 Woodbine Road, Shavertown, PA 18708 to perform all work (“**Work**”) in connection with the construction of that certain construction of Airfield Marking Rehabilitation (hereafter referred to as the “**Project**”) located at Space Coast Regional Airport, said Work being set forth in the plans and specifications being prepared by AVCON, INC., the design professional of record (“**Design Professional**”) and all other Contract Documents hereafter specified.

Owner and Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents

A. The Contract Documents consist of this Agreement, the Exhibits attached hereto, and any duly executed and issued addenda, Change Orders, Construction Change Directives, and amendments signed by Owner relating thereto. Further, the term Contract Documents shall include all plans and specifications for the construction of the Project (“**Construction Documents**”) prepared by AVCON, INC. All of the foregoing Contract Documents are sometimes referred to herein as the “**Contract**”.

B. Owner shall furnish Contractor with a reproducible set of the Construction Documents. Any additional copies of Construction Documents, required by Contractor for execution of the Work, shall be made by Contractor from its reproducible set at Contractor’s sole cost and expense. The reproducible set of the Construction Documents shall be returned to Owner upon final acceptance of the Work by Owner or termination of the Contract, whichever occurs first; provided, however, Owner is furnishing Contractor a reproducible set of Construction Documents for Contractor’s convenience and such furnishing by Owner shall not be deemed to be a waiver by Owner or Design Professional of any copyright, patent or license they may have with respect to the Construction Documents. All such copyrights, patents and licenses hereby being expressly reserved by Owner and Design Professional.

C. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for in the Contract Documents. If the Contract Documents include words or terms that have a generally accepted technical or industry meaning, then such words or terms shall be interpreted to have such standard meaning unless otherwise expressly noted in the Contract Documents. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Construction Documents are permitted, except as may be otherwise specifically stated in the Contract Documents.

D. If during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor shall immediately report same to Design Professional and Owner in writing, and before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from Design Professional. Prior to commencing each portion of the Work, Contractor shall first take all necessary field measurements and verify the applicable field conditions. After taking such measurements and verifying such conditions, Contractor shall carefully compare such measurements and conditions with the requirements of the Contract Documents, taking into consideration all other relevant information known to Contractor, for the purpose of identifying and bringing to Owner's attention all conflicts or discrepancies with the Contract Documents.

E. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to immediately notify Design Professional and Owner and, absent contrary instruction from Owner, comply with the provision which is the more restrictive or stringent requirement upon Contractor, as determined by Owner. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

Section 2. Scope of Work

Contractor shall furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely and fully perform and complete in a good and workmanlike manner the construction of the Work (or designated portions thereof) in accordance with all of the terms and conditions of the Contract Documents (collectively, the "Work"). For the avoidance of doubt, Contractor shall have the responsibility to perform the Work and build the entire Project in accordance with the Construction Documents, except any work as may specifically be stated in the Contract Documents to be the responsibility of others.

Section 3. Relationship of Parties

A. Contractor hereby designates Jeremy Cunningham as its Project Manager, with full authority to bind and obligate Contractor on all matters arising out of or relating to the Work or the Contract Documents. Contractor shall ensure that the Project Manager devotes whatever time is required to satisfactorily manage the Work and Contractor will provide for such required amount of time in the Itemized General Conditions Expenses Attachment to be attached to the GMP Amendment. The Project Manager shall not be removed or replaced by Contractor without Owner's prior written approval, which approval shall not be unreasonably withheld.

B. Contractor shall be acting as an independent contractor at all times during the performance of the Work and no provision in the Contract shall create an employment or agent relationship between the parties.

C. Contractor represents and warrants the following to Owner (in addition to any other representations and warranties contained in the Contract Documents) as an inducement to Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement and the Final Completion (hereinafter defined) of the Work: (i) that it and, to the best of its knowledge, its subcontractors are financially solvent and possessed of sufficient working capital to complete the Work and perform all obligations hereunder; (ii) that it is authorized to do business in the State in which the Project is located and is properly licensed by all necessary governmental and public and quasi public authorities having jurisdiction over it and over the Work and the Project; (iii) that its execution of this Agreement and all of the Contract Documents, and its performance thereof is within its duly authorized power; (iv) that its duly authorized representative has visited, and is familiar with the local and special conditions under which the Work is to be performed and has correlated onsite observations with the requirements of the Contract Documents; and (v) that it possesses a high level of experience and expertise in the construction of projects of the size, complexity and nature of this particular Project and that it will perform the Work with the care, skill and diligence of such a contractor.

Section 4. Contract Price and Payment Process

A. In consideration of the full and faithful performance by Contractor of the covenants and obligations in the Contract, Owner agrees to pay, or cause to be paid, to Contractor **\$ 81,380.00** (herein "**Contract Price**"), in accordance with the terms of the Contract and as may be modified by written and approved Change Orders or Construction Change Directives.

B. PROGRESS PAYMENTS.

- i. Contractor's monthly Applications for Payment shall be in such form and contain such detail and backup and other information, documentation, and materials as Owner reasonably may require. Prior to submitting its first monthly Application for Payment, Contractor shall submit to Owner and Design Professional, for their review and approval, a Schedule of Values based upon the lump sum compensation to be paid Contractor for the Work hereunder. After its approval by Owner, that Schedule of Values shall be used as the basis for Contractor's monthly Applications for Payment. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date. The approved Schedule of Values shall be updated to reflect current Change Orders and Construction Change Directives and submitted each month to Owner along with a completed and notarized copy of the Application for Payment.
- ii. The Schedule of Values shall list the major elements of the Work and the dollar value for each element and, if required by Owner, broken down further into the major elements of the Work to be completed during the various phases of the Work.

- iii. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which shall be subject to Owner's satisfaction. Owner has the discretion whether or not to pay for such unincorporated materials.
- iv. Contractor shall submit two (2) notarized original copies of its monthly Application for Payment to Owner on or before the twenty-fifth (25th) day of each month for Work performed during the previous month. Applications for Payment received after the twenty-fifth (25th) day of each month shall be considered for payment as part of the next month's application. Within seven (7) calendar days after receipt of each Application for Payment, Design Professional shall submit to Owner a Certificate for Payment in the amount recommended by Design Professional as being due and owing Contractor. Owner shall pay Contractor that portion of Design Professional's Certificate for Payment which Owner approves as being due and owing Contractor within twenty (20) calendar days of Owner's receipt of the Certificate for Payment. General conditions and/or general requirements will be paid based on the percentage of Work complete on site, with the exception of Contractor's initial Application for Payment which may include the reimbursement of costs for the Bonds.
- v. Unless otherwise provided elsewhere in the Contract Documents, Owner shall retain five percent (5%) of that portion of the gross amount of each monthly payment request certified by Design Professional and approved by Owner for payment thru final payment. Nothing in this Section shall preclude or limit the Owner's right to withhold payment as otherwise permitted by the terms of the Contract Documents or as permitted by law. Further, any release of retainage, or portion thereof, shall not be a waiver of (i) any of Owner's rights to retainage in connection with other payments to Contractor, or (ii) any other rights or remedy that Owner has under the Contract Documents, at law or in equity.
- vi. Payments to Contractor shall in no way imply approval or acceptance of Contractor's Work.
- vii. Each Application for Payment shall be accompanied by: (a) properly executed and notarized (i) Release and Affidavit, in the form attached to the Agreement as Exhibit A, and (ii) Waiver of Right to Claim Against the Payment Bond (Progress Payment) in form prescribed by applicable law, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment has been requested have been paid in full through the previous month's Application for Payment, from Contractor and all first tier subcontractors and suppliers and all subcontractors and suppliers that have

delivered a Notice to Owner; provided, however, Owner, in its sole discretion, may require such Releases and Affidavits and Waivers of Right to Claim Against the Payment Bond (Progress Payment) from all lower tier subcontractors and suppliers and, if so required Contractor shall, as a condition precedent to payment provide same; (b) updated Schedule(s) required by the Contract Documents, (c) a written consent from the surety for the payment being requested; and (d) such other information, documentation, and materials as Owner or Design Professional may reasonably require (e.g. payrolls, petty cash accounts, an invoices). Owner shall not be required to make payment until and unless these affidavits, waivers, reports and other information, documentation and materials are furnished by Contractor.

- viii. If Contractor is withholding any portion of a payment to any subcontractor or supplier for any labor, services, or materials for which Owner has paid Contractor, Contractor agrees to refund such money to Owner. Applications for Payment shall not include requests for payment for portions of the Work for which Contractor does not intend to pay a subcontractor or supplier, unless such Work has been performed by others whom Contractor intends to pay.

- ix. Each Application for Payment shall constitute a certification and representation by Contractor to Owner that: (a) the construction has progressed to the point indicated; (b) the quality of the Work covered by the application is in accordance with the Contract Documents; (c) there are no liens or claims outstanding or known to exist at the date of the Application for Payment; (d) all due and payable bills with respect to the Work have been paid to date or included in the amount requested in the current application, and there is no known basis for the filing of any construction liens or claims or any other lien or claim on the Work; (e) duly executed waivers and releases have been obtained from all subcontractors and suppliers for work done and materials furnished through the date of payment; (f) Contractor is entitled to payment in the amount requested; (g) such Application for Payment represents the amount payable to Contractor under the terms of the Contract Documents, and (h) such Application for Payment has not been front-end-loaded either by Contractor or by any of its subcontractors or suppliers (including placing a value on a line item that is in excess of its cost, increasing unit prices on early completed items while decreasing unit prices on later completed ones, and/or inflating the percentage of completion on line items).

- x. Contractor warrants that title to all Work covered by an Application for Payment will pass to Owner no later than the time of payment unless later passage of title is expressly provided for elsewhere herein. Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from Owner shall, to the best of Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of Contractor, subcontractors, suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

C. PAYMENTS WITHHELD.

- i. Design Professional shall review each Application for Payment submitted by Contractor and shall make recommendations to Owner as to the proper amounts, if any, which may be owed Contractor under the Application for Payment. Design Professional's payment recommendation shall be evidenced by a Certificate for Payment issued by Design Professional to Owner. All Certificates for Payment are subject to Owner's review and approval. Both Design Professional and Owner shall have the right to refuse to certify or approve for payment any amounts, or portions thereof, requested by Contractor in an Application for Payment, or rescind any amount previously certified and approved in a Certificate for Payment, and Owner may withhold any payments otherwise due Contractor under the Contract or any other agreement between Owner and Contractor, to the extent it is reasonably necessary, to protect Owner from any expense, cost or loss attributable to: (a) defective or deficient Work not properly remedied in accordance with the terms of the Contract Documents; (b) the filing or reasonable evidence indicating the probable filing of third party claims against Owner attributable to the fault or neglect of Contractor; (c) Contractor's failure to make timely and proper payments to all subcontractors and suppliers; (d) reasonable evidence that the remaining Work cannot be completed for the unpaid Contract Amount balance; (e) reasonable evidence indicating that the remaining Work cannot be completed within the remaining Contract Time; (f) Contractor's failure to satisfactorily prosecute the Work in accordance with the requirements of the Contract Documents; or (g) any other material breach of the requirements of the Contract Documents by Contractor. Owner shall have the right, but not the obligation, to take any corrective action Owner deems appropriate to cure any of the above noted items, at Contractor's expense, if such items are not cured by Contractor to Owner's reasonable satisfaction within three (3) days after Contractor's receipt of written notice from Owner.

D. FINAL PAYMENT.

- i. Owner shall make final payment to Contractor within twenty (20) calendar days after the Work is finally accepted by Owner, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, furnishes Owner with: (a) a properly executed and notarized final release (conditioned only upon receipt of final payment in the form of the Release and Affidavit attached to the Agreement as Exhibit A and Waiver of Right to Claim Against the Payment Bond (Final Payment) in form prescribed by applicable law, from Contractor and all first tier subcontractors and suppliers and all subcontractors and suppliers that have delivered a Notice to Owner; provided, however, Owner, in its sole discretion, may require such Releases and Affidavits and Waivers of Right to Claim Against the Payment Bond (Final Payment) from all lower tier subcontractors and suppliers and, if so required Contractor shall, as a condition precedent to payment provide same; (b) all as-built Contract Documents, including as-built drawings for design-build systems

delegated to Contractor; (c) a complete list of subcontractors and principal suppliers on the Project, including addresses and telephone numbers; (d) evidence reasonably acceptable to Owner that the Work has passed all requisite governmental inspections; (e) an indexed, readable and searchable electronic copy, in format acceptable to Owner and, if requested, hard copies of all operation and maintenance manuals, permits, and temporary and final certificates of completion or occupancy, as applicable, and third party warranty documents applicable to the Work; (f) a Final Payment Affidavit in statutory form; (g) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to Owner; (h) if required by Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by Owner; and (i) such other materials, information and documentation that may be required by the Contract Documents or Owner.

- ii. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against Owner arising out of the Contract or otherwise relating to the Project, except those identified in writing by Contractor as unsettled in the final Application for Payment. Neither the acceptance of the Work nor payment by Owner shall be deemed to be a waiver of Owner's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by Owner or Design Professional at the time of final inspection.

Section 5. Changes in the Work

A. Owner shall have the right at any time during the progress of the Work, without invalidating the Contract, to change, increase or decrease the Work. Except in an emergency endangering life or property, no addition or changes to the Work shall be made except upon written order of Owner, and Owner shall not be liable to Contractor for any increased compensation or adjustment to the Contract Time without such written order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be a basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided in the Contract Documents. NO OFFICER, EMPLOYEE OR AGENT OF OWNER IS AUTHORIZED TO DIRECT ANY EXTRA OR CHANGED WORK ORALLY.

B. Promptly after being notified of a change, but in no event more than fourteen (14) days after its receipt of such notification (unless Owner has agreed in writing to a longer period of time), Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Contractor's estimate shall include a critical path analysis of impacts to time as well as cost to perform additional work, or delete Work, as applicable, including the effects and impacts, if any, on unchanged Work, estimates of costs and Contractor's proposed methods to

minimize costs, and any delay to the performance of the Work. If Contractor fails to submit a written proposal or request additional time for submitting the proposal within the fourteen (14) day time period, it shall be presumed that the change described in Owner's request for a proposed change will not result in a modification to the Contract Price or Contract Time and, if directed by Owner in writing, the change shall be performed by Contractor without additional compensation. Owner's request for a proposed change does not authorize Contractor to commence performance of the change, unless otherwise specified in writing. If Owner decides that the proposed change be performed, the Work shall be authorized according to Change Order or Construction Change Directive procedures set forth herein.

C. If Contractor observes any circumstance that may, in its opinion, be a change in the scope of the Work that justifies a change to the Contract Price or Contract Time or Contractor otherwise becomes aware of the need for or desirability of a change in the Work, then Contractor may submit a written Change Order Request ("COR") (to be followed by substantiating data), in a format acceptable to Owner, and must specify the reasons for such proposed change, including relevant circumstances and impacts on the schedule. Contractor shall submit a written price proposal concurrently with the COR. Contractor may request additional compensation and/or time through a COR but not for instances that Contractor knew or reasonably should have known occurred more than fourteen (14) days prior to the date the COR is submitted. Contractor's failure to initiate a COR within such period shall be deemed a waiver of the right to adjustment of the Contract Price or the Contract Time for the alleged change. Any such COR that is approved by Owner will be incorporated in a Change Order or Construction Change Directive. If Owner determines that the Work in question is not a change in the scope of the Work and the COR is denied but Contractor believes that it does have merit, the Contractor may submit a Claim in accordance with the procedures set forth herein.

D. A Change Order, in the form attached as Exhibit B to the Agreement, shall be prepared by Contractor, reviewed by Design Professional and Owner, and executed promptly by the parties after an agreement is reached between Contractor and Owner concerning requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Price and Contract Time shall be adjusted in the Change Order in the manner as Owner and Contractor shall mutually agree. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including all direct and indirect costs associated with such change and any and all adjustments to the Contract Price and the Contract Time.

E. If Owner and Contractor are unable to agree on a Change Order for a requested change, Contractor shall, nevertheless, promptly perform the change as directed by Owner in a written Construction Change Directive. In that event, the Contract Price and Contract Time shall be adjusted as directed by Owner. If Contractor disagrees with Owner's adjustment determination, Contractor must make a Claim pursuant to the terms of this Contract or else be deemed to have waived any Claim it might otherwise have had on that matter.

F. In the event a COR presented by Contractor is approved by Owner which results in either an increase or decrease to the Contract Price, a Change Order shall be issued which increases or decreases the Contract Price by the amount of Contractor's actual and reasonable direct cost of the Work (including bond premiums). In the event such change Work is performed by subcontractors or

sub-subcontractors, a maximum ten percent (10%) markup for each of those subcontractors and sub-subcontractors for all overhead and profit on their direct labor and material costs and actual equipment costs shall be permitted.

Section 6. Contract Time, Schedules, and Liquidated Damages

A. Time is of the essence in the performance of the Work under the Contract. The “**Commencement Date**” shall be established in a written Notice to Proceed to be issued by Owner. Contractor shall commence the Work within five (5) calendar days after the Commencement Date. No portion of the Work shall be performed prior to the Commencement Date, unless expressly approved in advance by Owner in writing. The total period of time beginning with the Commencement Date and ending on the date of Substantial Completion, hereinafter defined, of the Work is referred to hereafter as the “**Contract Time**”. The Contract Time is set forth with more specificity in Subsection 6.B below.

B. Subject to adjustments to the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work not later than **30 calendar days (30)** calendar days from the Commencement Date of the Work. “Substantial Completion is when the Work has been completed to the point where Owner can lawfully occupy or utilize the Work for its intended purpose under a Certificate of Occupancy, or Conditional Certificate of Occupancy (with conditions acceptable to Owner in its sole discretion), or Certificate of Substantial Completion provided by the Design Professional, or their equivalent. Design Professional shall certify the date Substantial Completion of the Work is achieved. If Owner has designated portions of the Work to be turned over to Owner prior to Substantial Completion of the entire Work, Design Professional shall certify the date as to when Substantial Completion of such designated portions of the Work have been achieved. The entire Work shall be fully completed and ready for final acceptance by Owner within **Ten (10)** calendar days after the Substantial Completion date, or within **Ten (10)** calendar days after Contractor’s receipt of the punch list, whichever date occurs last (“**Final Completion Date**”).

C. An initial Project schedule is set forth in Exhibit C to this Contract.

D. The Project Schedule and all other schedules required hereunder shall be updated by Contractor monthly and be in a critical path methodology format. The Project Schedule and all updates to it shall be subject to Owner’s and Design Professional’s review and comment. Contractor’s submittal of a satisfactory Project Schedule and updates thereto and Owner’s acceptance of same shall be a condition precedent to Owner’s obligation to pay Contractor.

E. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor or anyone for whom Contractor is responsible or liable. Unless expressly noted otherwise in the Contract Documents, Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, coordination of trades and subcontractors, coordination of drawings to existing as-built conditions and site conditions, and the coordination of Owner’s suppliers and contractors.

F. Should Contractor be obstructed or delayed in the critical path of the prosecution of, or completion of, the Work as a result of unforeseeable causes that are (a) beyond the control of Contractor, (b) not due to Contractor's fault or neglect, and (c) which could not be avoided by the exercise of reasonable diligence, including: (i) acts of God or of the public enemy, (ii) acts of government, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine regulation, (vii) strikes, (viii) lockouts, or (ix) weather conditions abnormal for the period of time as more specifically addressed in the Bid Documents at Section 01135 of the General Requirements, then Contractor shall notify Owner and Design Professional in writing within forty-eight (48) hours after the commencement of such delay (which time period shall control over any conflicting time periods specified elsewhere herein) stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension therefor.

G. Owner shall have the right, at any time, whether or not Contractor is behind schedule, to order Contractor to accelerate its Work. In the event that Owner orders Contractor to accelerate its Work and Contractor (i) is not behind schedule, and (ii) believes that acceleration will increase the cost of performance, Contractor, shall be required to submit a Claim, hereinafter defined, for an adjustment to the Contract Price. Any such Claim shall be based exclusively and solely on actual and direct increased field costs associated with the acceleration.

H. Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If Contractor encounters on the Project site any materials reasonably believed by Contractor to be petroleum or petroleum related products or other hazardous or toxic substances (collectively, "**hazardous materials**") not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material which have not been rendered harmless, Contractor immediately shall (i) stop Work in the area affected, and (ii) report the condition to Owner in writing. If the Work is so stopped and hazardous material is found, the Work in the affected area shall not thereafter be resumed except by Change Order. Any such Change Order shall include an adjustment to the Contract Time as appropriate. If no hazardous material is found after the Work is stopped, no Change Order is required to resume the Work in the affected area. Further, if the hazardous material was generated or caused by Contractor or any of its employees, agents, subcontractors, or material suppliers, no Change Order will be required for an adjustment in the Contract Time and Contractor shall indemnify Owner and hold Owner harmless for any costs incurred by Owner with respect to such hazardous material.

I. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatsoever, including those for which Owner and Design Professional may be responsible, in whole or in part, shall relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from Owner. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against Owner will be the right to seek an extension to the Contract Time for any delays on the Project; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This Section shall expressly apply to claims for early completion, as well as to claims based on late completion. In no event shall Owner be liable to Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, punitive, special, indirect,

incidental, or consequential damages of any kind or nature whatsoever. For the avoidance of doubt, Owner's exercise of its reserved right to change, increase or decrease the Work shall not be deemed to be "fault or neglect of Owner" serving as the basis for additional compensation under this Subsection.

J. Owner and Contractor recognize that, since time is of the essence for the Contract, Owner will suffer financial loss if the Contractor fails to achieve Substantial Completion of the Work within the Contract time, as said time may be adjusted as provided for herein. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify because this is a public construction project that will, when completed, benefit the public. It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from Contractor, if Contractor fails to achieve Substantial Completion of the Work within the required Contract Time. Should Contractor fail to achieve Substantial Completion of the Work within the Contract Time, Owner shall be entitled to assess as liquidated damages, but not as a penalty, **Two Thousand Five Hundred Dollars (\$2,500)** for each calendar day thereafter until Substantial Completion of the Work is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of Owner's actual damages at the time of contracting if Contractor fails to achieve Substantial Completion of the Work within the Contract Time. Owner may deduct liquidated damages prescribed in this subsection from any unpaid amounts then or thereafter due Contractor under the Contract and any liquidated damages not so deducted shall be payable to Owner by Contractor upon demand by Owner plus interest from the date of demand at the maximum legal rate of interest until paid. It is further mutually understood and agreed that Owner's assessment of liquidated damages for delays is intended to compensate Owner solely if Contractor fails to achieve Substantial Completion of the Work within the Contract Time and shall not release Contractor from liability from any other breach of Contract requirements. If the liquidated damages set forth herein are deemed unenforceable for any reason, Owner instead shall be entitled to recover those actual delay damages that it sustained as a result of Contractor's failure to achieve Substantial Completion of the Work within the Contract Time.

K. Owner and Contractor recognize that, since time is of the essence for the Contract, Owner will suffer financial loss if the Work fails to achieve Final Completion, hereinafter defined, by the Final Completion Date, as said time may be adjusted as provided for herein. "Final Completion" shall mean, for the purposes of this subsection, that Contractor has satisfied all conditions to Design Professional's issuance of a final Certificate for Payment. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to ascertain and quantify because this is a public construction project that will, when Final Completion is achieved, benefit the public. It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from Contractor, if Contractor fails to achieve Final Completion of the Work by the Final Completion Date. Should Contractor fail to achieve Final Completion of the Work by the Final Completion Date, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, **Two Thousand Five Hundred Dollars (\$2,500)** for each calendar day thereafter until Final Completion of the Work is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of Owner's actual damages at the time of contracting if Contractor fails to achieve Final Completion of the Work by the Final

Completion Date. Owner may deduct liquidated damages prescribed in this subsection from any unpaid amounts then or thereafter due Contractor under the Contract and any liquidated damages not so deducted shall be payable to Owner by Contractor upon demand by Owner plus interest from the date of demand at the maximum legal rate of interest until paid. It is further mutually understood and agreed that Owner's assessment of liquidated damages for delays is intended to compensate Owner solely for Contractor's failure to achieve Final Completion of the Work by the Final Completion Date and shall not release Contractor from liability from any other breach of Contract requirements. If the liquidated damages set forth herein are deemed unenforceable for any reason, Owner instead shall be entitled to recover those actual delay damages that it sustained as a result of Contractor's failure to achieve Final Completion of the Work.

L. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the laws of Florida, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. "**Days**" means consecutive calendar days unless a contrary intent is specifically indicated with regard to any reference to the word "days". The term "**business day**" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by Owner.

Section 7. Bonds

A. Within ten (10) business days after the Contract is signed by Owner and Contractor and before any portion of the Work to be covered by such bonds is commenced, Contractor shall provide Owner with a Performance Bond and a Payment Bond (together, the "**Bonds**"), in the amount of one hundred percent (100%) of the Contract Price. The Performance and Payment Bonds must comply with the following provisions and must be otherwise acceptable to Owner, in its sole discretion:

1. The Bonds must be underwritten by a surety company which has a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
2. The surety company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The surety company shall be in full compliance with the provisions of the Florida Insurance Code.
4. The surety company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
5. The Bonds must be fully performable in Florida, with service and venue in the location of the Project site.

6. If the Contract Price exceeds Five Hundred Thousand and No/100 (\$500,000.00), the surety company shall also comply with the following provisions:

a. The surety company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide:

CONTRACT	POLICYHOLDER'S RATING	REQUIRED FINANCIAL RATING
\$ 500,000 to 1,000,000	A	CLASS IV
1,000,000 to 2,500,000	A	CLASS V
2,500,000 to 5,000,000	A	CLASS VI
5,000,000 to 10,000,000	A	CLASS VII
10,000,000 to 25,000,000	A	CLASS VIII
25,000,000 to 50,000,000	A	CLASS IX
50,000,000 to 75,000,000	A	CLASS X

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the minimum requirements noted above and Owner's prior written approval.

C. In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, within five (5) days after Owner's written approval of the Bonds and before commencing the Work, Contractor shall record in the Public Records of Brevard County, Florida, a copy of the Performance and Payment Bonds. Contractor shall deliver to Owner certified copies of the recorded Bonds within ten (10) days of recording of the Bonds but, in any event, before commencing the Work. The proper recording and delivery of such Bonds are conditions precedent to Owner's obligation to make any progress payments to Contractor hereunder.

Section 8. Insurance

During the term of the Contract or for such longer period as specified in the Contract Documents or required by applicable law, Contractor shall provide, pay for, and maintain, with companies satisfactory to Owner, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the state of Florida. Simultaneously with the execution and delivery of the Contract by Contractor, Contractor shall deliver to Owner properly executed Certificates of Insurance and copies of additional insured endorsements in form acceptable to Owner showing Owner as an additional insured, which shall evidence the fact that Contractor has acquired and put in place the insurance coverages and limits required hereunder. In addition, certified, true and exact copies of all insurance policies required shall be provided to Owner, if requested by Owner during the course of the Project. These Certificates, additional insured endorsements and policies shall contain provisions that thirty (30) calendar days written notice by registered or certified mail shall be given Owner of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. Contractor shall also notify Owner, in a like manner,

within two (2) days after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by it hereunder, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. All insurance coverages of Contractor shall be primary to any insurance or self-insurance program carried by Owner applicable to the Contract. In no event shall any failure of Owner to receive copies or certificates of policies required under the Contract be construed as a waiver by Owner of Contractor's obligations to obtain insurance pursuant as required by the Contract. The obligation to procure and maintain insurance required by the Contract is a separate responsibility of Contractor and independent of its duty to furnish a copy or certificate of such insurance policies.

A. All insurance policies required by the Contract shall include the following provisions and conditions by endorsement to the policies:

- i. All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, provided by Contractor to meet the requirements of the Contract shall name Titusville Cocoa Airport Authority, as an additional insured as to the operations of Contractor under the Contract Documents and shall contain a severability of interests provisions.
- ii. Companies issuing the insurance policy or policies shall have no recourse against Owner for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- iii. All insurance coverages of Contractor shall be primary to any insurance or self-insurance program carried by Owner applicable to the Contract, and the "Other Insurance" provisions of any policies obtained by Contractor shall not apply to any insurance or self-insurance program carried by Owner applicable to the Agreement.
- iv. All insurance policies shall be fully performable in Brevard County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- v. All insurance policies to be provided by Contractor pursuant to the terms hereof must expressly state that the insurance company will accept service of process in Brevard County, Florida and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court situated in Brevard County, Florida.
- vi. The acceptance by Owner of any evidence of the insurance coverages and limits required by the Contract, including any Certificate of Insurance, policy or additional insured endorsement, does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance policies shown on the evidence of insurance are in compliance with the requirements of the Contract.

- vii. Before starting and until completion of all Work required hereunder or for such longer period as otherwise specified herein or required by applicable law, Contractor shall procure and maintain insurance of the types and to the limits specified in Exhibit D to the Agreement, "Insurance Coverage," which is attached hereto and made a part hereof Contractor shall require each of its subconsultants and subcontractors to procure and maintain, until the completion of that subconsultant's or subcontractor's work or services or for such longer period as otherwise specified herein or required by applicable law, insurance of the types and to the limits specified in Exhibit D to the Agreement, unless such insurance requirement for the subconsultant or subcontractor is expressly waived in writing by Owner.
- viii. If any insurance provided pursuant to the Contract expires prior to the completion of the Services required hereunder, renewal Certificates of Insurance and, if requested by Owner, certified, true copies of the renewal policies and applicable additional insured endorsements, shall be furnished to Owner thirty (30) calendar days prior to the date of expiration.
- ix. Should at any time Contractor not maintain the insurance coverages required in the Agreement, Owner may cancel the Agreement and any Amendments issued pursuant to the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge Contractor for such coverages purchased.

If Contractor fails to reimburse Owner for such costs within thirty (30) calendar days after demand, Owner has the right to offset these costs from any amount due Contractor under the Contract. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Owner to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under the Contract.

- x. All insurance companies from whom Contractor obtains the insurance policies required hereunder must meet the following minimum requirements:
 - a. The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida.
 - b. The insurance company must have been in such insurance business continuously for not less than five (5) years immediately prior to the date of execution of the Agreement.
 - c. The insurance company must have an A. M. Best policyholder rating of either "A+", "A", or "A-".
 - d. The insurance company must have a current A. M. Best financial rating of "Class VI" or higher.
- xi. Unless otherwise noted in the Contract Documents, Owner shall maintain property

insurance with respect to the Project. The property insurance shall include the interests of Contractor and its subcontractors and suppliers in the Project. The property insurance shall be an "Open Perils Policy" type of policy, with coverage amounts, deductibles and sublimits established by Owner. The property insurance shall not cover loss to any of Contractor's or its subcontractors' owned, leased or rented property, including trailers, tools, supplies and equipment. Any losses under the property insurance shall be adjusted by Owner, with the cooperation of Contractor, with any claim check being made payable to Owner. Contractor shall be liable and responsible for all property insurance deductibles up to the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) on each loss occurrence. Owner will provide a sample certificate showing builders risk coverage.

- xii. Insurance requirements itemized in the Contract and required of Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under the Contract. Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- xiii. Each insurance policy required by the Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability; and
 - b. Not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to Owner.
- xiv. Owner shall retain the right to review, at any time, coverage, form, and amount of insurance.
- xv. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of the Contract.
- xvi. Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of the Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.
- xvii. Claims Made Policies will be accepted for Professional Liability and Pollution Liability (Hazardous Materials), and such other risks as are authorized by Owner. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than four (4) years. If provided as an option, Contractor shall purchase the extended reporting period on cancellation or termination unless a new policy is affected. Any new policy shall maintain the original retroactive date evidenced at the commencement of the Contract.
- xviii. Certificates of Insurance or, if required by Owner, certified copies of the applicable insurance policies, and applicable additional insured endorsements, evidencing Claims Made or Occurrence Form Coverage and conditions to the Contract are to be furnished to Owner prior to commencement of work AND a minimum of thirty

(30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates or, if required by Owner, certified copies of the applicable insurance policies, and applicable additional insured endorsements or shall be received by Owner before Contractor will be allowed to commence or continue work. All certificates will reference the contract, bid, project or job number on the certificate. All insurance carriers listed on the certificate must have their corresponding AM Best carrier ID listed.

- xix. Notices of Accidents (occurrences) and Notices of Claims associated with the Work being performed under the Contract, shall be provided to Contractor's/subcontractor's/consultant's insurance company and Owner as soon as practicable after notice to the insured.

D. WAIVER OF SUBROGATION.

- i. Contractor waives all rights of subrogation against Owner, Design Professional, and the board members, directors, officers, agents, employees, subconsultants and subcontractors of any of them, for damages or injuries caused by perils covered by any insurance required to be maintained by Contractor or its subcontractors, to the extent such damages or injuries are covered by such insurance. Contractor shall require similar waivers from all of its subcontractors.
- ii. If any policies of insurance required to be maintained by Contractor or its subcontractors require an endorsement to provide any waiver of subrogation referenced above, Contractor shall cause such policies to be so endorsed.

Section 9. Indemnification

A. The Contractor shall indemnify, defend, and save harmless to the limit allowed by law, the Owner and the Design Professional and their agents, and employees from and against all claims, damages, losses and expenses, including attorney's fees and costs arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction or damages of tangible property (other than the work itself), including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnification is not intended to provide indemnity protection for any negligent acts or omissions of the Owner. The obligation of the Contractor under this Section shall not extend to the liability of the Design Professional, the Design Professional's agents or employees arising out of errors or omissions in maps, drawings, plans, opinions, reports, surveys, contract modifications, designs or specifications which have been prepared by the Design Professional. If any word, clause or provision of any of the indemnification provisions of the Contract is determined not to be in compliance with Fla Stat. Section 725.06, including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties the Contractor's indemnity obligations comply fully with Fla. Stat. Section 725.06, including any amendments, in all respects.

- B. The duty to defend under this Section is independent and separate from the duty to

indemnify, and the duty to defend exists regardless of any ultimate liability of Contractor, Owner and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to defend the specified indemnified parties shall be at Contractor's sole expense. Contractor shall respond within fifteen (15) calendar days to the tender of any indemnity claim for defense and/or indemnity by a party or person indemnified hereunder, unless such person or party agrees in writing to an extension of this time. The defense provided by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to Owner. Contractor's obligation to indemnify and defend under this Section 9 will survive the expiration or earlier termination of the Contract until it is determined by final judgment that an action against Owner or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

C. In any and all claims against the Owner or the Design Professional or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other employee benefit acts.

Section 10. Completion, Warranty, and Defective Work

A. SUBSTANTIAL COMPLETION.

- i. When the entire Work (or any portion thereof designated in writing by Owner) is substantially complete, Contractor shall notify Owner and Design Professional in writing that the entire Work (or such designated portion) is substantially complete and request that Design Professional issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, Owner, Contractor and Design Professional shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If Owner and Design Professional do not consider the Work (or designated portion) substantially complete, Design Professional shall notify Contractor in writing giving the reasons therefor. In such case, Contractor shall pay the costs of all additional Substantial Completion inspections. If Owner and Design Professional consider the Work (or designated portion) substantially complete, Design Professional shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial

Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) to be achieved by Contractor and include a final punch list of items to be completed or corrected by Contractor before final payment. Such final punch list shall be in compliance with the Contract Documents and all applicable laws. Accordingly, Design Professional shall provide the final punch list to Contractor within seven (7) calendar days after Contractor has achieved Substantial Completion. Contractor acknowledges and agrees that the failure to include any corrective work or pending items not yet completed on the punch list does not alter the responsibility of Contractor to complete all the Work required under the

Contract and does not waive Owner's right to demand completion of the item pursuant to the Contract Documents prior to or after final payment. Additionally, if the Contract involves Work on more than one building or structure, or involves a multi-phased Project, a punch list shall be developed in accordance with the timelines set forth in this Section for each building, structure, or phase of the Project. Owner shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion (or partial Substantial Completion), but Owner shall allow Contractor reasonable access to complete or correct items on the final punch list.

B. FINAL COMPLETION.

- i. When Contractor believes it has fully performed all of the Work, including all punch list items, Contractor shall deliver to Owner a written affidavit from Contractor certifying that all Work has been completed in accordance with the requirements of the Contract Documents. That written affidavit shall be delivered to Owner by Contractor at the same time it submits its final Application for Payment, which Contractor shall submit within one hundred twenty (120) days of the date of Substantial Completion. After receipt of such affidavit, the final Application for Payment and all other documents required for Project close-out, Design Professional and Owner shall promptly inspect the Work to determine if all of the Work has been completed and is ready for final acceptance by Owner. If Owner and Design Professional determine Contractor has completed the entire Work, Design Professional shall promptly issue a final Certificate for Payment, stating that, to the best of its knowledge, information and belief, and on the basis of its observations and inspections: (i) all of the Work has been completed in accordance with the requirements of the Contract Documents; (ii) the final balance due Contractor, as noted in the final Certificate for Payment, is due and payable; and (iii) all conditions precedent to Contractor's entitlement to final payment have been satisfied. Neither the final payment nor the retainage shall become due and payable until Contractor submits: (1) the final Release and Affidavit in the form attached to the Agreement as Exhibit A, (2) consent of surety to final payment, (3) all close-out documentation and information required by the Contract Documents to be provided by Contractor prior to its entitlement to final payment, and (4) if required by Owner, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by Owner. Owner reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though Design Professional may have issued its recommendations. Unless and until Owner is completely satisfied that Final Completion has been achieved, neither the final payment nor the retainage shall become due and payable.

C. WARRANTY.

- i. Contractor shall obtain and assign to Owner on a non-exclusive basis all warranties given to Contractor by any subcontractors or by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor expressly

warrants to Owner that all materials and equipment to be incorporated into the Work shall be new unless otherwise specified. Further, Contractor expressly warrants to Owner that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to Owner that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Further, any warranty to be provided will be in such form as is acceptable to Owner and shall not include any exclusions, exceptions or modifications except to the extent approved by Owner in its sole discretion. In addition to all other rights and remedies available to Owner at law or in equity, including any implied warranties Owner may be entitled to as a matter of law, Contractor expressly warrants to Owner that it shall promptly correct, upon receipt of written notice from Owner, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. In the event that any defective or non-conforming work is deemed by Owner in its sole discretion to present an immediate threat to safety or security, Owner shall be entitled to correct and fix such defective or non-conforming portions of the Work, and Contractor shall reimburse Owner for all costs and expenses incurred by Owner in performing such Work. This obligation to correct defective or nonconforming Work shall run for a period of one (1) year (or such longer period of time as may otherwise be specified in the Contract Documents) commencing from the date Substantial Completion is achieved. With respect to the correction of any defective or nonconforming Work, Contractor shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work. Contractor shall conduct, jointly with Owner and Design Professional, a warranty inspection at six (6) months and eleven (11) months after the date Substantial Completion is achieved. Contractor's warranty excludes remedy for damage or defect caused by Owner's abuse, modifications not performed by Contractor, improper or insufficient maintenance by Owner (unless such maintenance was performed in accordance with the directions from Contractor), improper operation by Owner (unless such operations were performed in accordance with the directions from Contractor), or normal wear and tear under normal usage.

D. DEFECTIVE WORK.

- i. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by Owner or Design Professional, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by Owner or Design Professional, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold Owner and Design Professional harmless for same.
- ii. If Owner or Design Professional consider it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others, Contractor, at

Design Professional's or Owner's request, shall uncover, expose or otherwise make available for observation, inspection or tests as Owner or Design Professional may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including fees and charges of engineers, architects, attorneys and other professionals), and Owner shall be entitled to an appropriate decrease in the Contract Price. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

- iii. Owner shall have the right to order Contractor to stop all or any portion of the Work if at any time Owner reasonably determines that Contractor's performance of the Work is not in compliance with the requirements of the Contract Documents. Such noncompliance shall include Contractor's failure to provide adequate labor, materials or equipment to satisfactorily maintain the various Project schedules (including the Master Project Schedule). This right to stop the Work shall be exercised, if at all, solely for Owner's benefit and nothing herein shall be construed as obligating Owner to exercise this right for the benefit of Contractor or any other person.
- iv. Should Owner determine, at its sole opinion, it is in Owner's best interest to accept defective Work, Owner may do so. Contractor shall bear all direct, indirect and consequential costs attributable to Owner's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Price. If Owner accepts such defective Work after final payment, Contractor shall promptly pay Owner an appropriate amount determined by Owner to adequately compensate Owner for its acceptance of the defective Work.
- v. If Contractor fails, within a reasonable time (as determined by Owner) after the written notice from Owner or Design Professional, to correct defective Work or to remove and replace rejected defective Work as required by Owner or Design Professional, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, Owner may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Design Professional and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable Owner to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of Owner in exercising such rights and remedies shall be charged against Contractor, and a Change

Order or a Construction Change Directive shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

Section 11. Termination

A. TERMINATION BY THE OWNER FOR CAUSE.

- i. Contractor shall be considered in material default of the Contract and such default shall be considered cause for Owner to terminate the Contract, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by Owner or Design Professional or as provided for in the Master Project Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work contrary to the requirements of the Contract; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) fails to promptly pay its subcontractors and suppliers; or (11) materially breaches any other provision of the Contract Documents.
- ii. If Owner determines that Contractor is in default under the Contract, Owner shall notify Contractor in writing of Contractor's default(s). If Owner determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then Owner, at its option, without releasing or waiving its rights and remedies against Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Contract, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders that Owner may designate, and complete all or any portion of Contractor's Work by whatever means, method or agency which Owner, in its sole discretion, may choose. In making either the initial determination that Contractor is in default under the Contract or the subsequent determination that Contractor has failed to satisfactorily cure its default, Owner may rely solely upon Design Professional's certification to Owner that in Design Professional's opinion Contractor is in default or has failed to satisfactorily cure its default.

- iii. If Owner deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Work is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by Owner incident to such completion, shall be deducted from the unpaid balance of the Contract Price, and if such expenditures exceed the unpaid balance of the Contract Price, Contractor agrees to pay promptly to Owner on demand the full amount of such excess, including costs of collection, attorneys' fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Price exceeds all such costs, expenditures and damages incurred by Owner to complete the Work, Contractor shall be paid the amounts earned prior to Contractor's rights under the Contract were terminated. Any amounts to be paid to Owner by Contractor pursuant to this Subsection shall be certified by Design Professional, upon application, and this obligation for payment shall survive termination of the Contract.
- iv. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by Owner in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder. Further, in the event Owner has exercised its right to terminate due to Contractor's default, Contractor shall be prohibited from bidding or otherwise seeking additional work from Owner in accordance with Owner's then current debarment policy.
- v. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that Owner is not entitled to the remedies against Contractor provided herein, then such termination shall be deemed a termination for Owner's convenience and Contractor's remedies against Owner shall be the same as and limited to those afforded Contractor for termination for convenience in Subsection 10.B.i. below.

B. TERMINATION OF CONTRACTOR FOR CONVENIENCE AND RIGHT OF SUSPENSION.

- i. Owner shall have the right to terminate the Contract without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against Owner shall be limited to that portion of the Contract Price earned through the date of termination, together with any retainage withheld, demobilization costs actually incurred, and the cost to cancel any subcontracts, purchase orders, fabrication orders executed for the Project, but Contractor shall not be entitled to any other or further recovery against Owner,

including damages or any anticipated profit on portions of the Work not performed.

- ii. Owner shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension to the Contract Time in accordance with the procedures set forth in the Contract Documents. In no event shall Contractor be entitled to any additional compensation or damages except as otherwise expressly provided for in the Contract Documents; provided, however, if the ordered suspension exceeds ninety (90) consecutive calendar days, Contractor shall have the right to terminate the Contract with respect to that portion of the Work which is subject to the ordered suspension. When all or a portion of the Work is suspended for any reason, Contractor shall securely fasten down all coverings and fully protect the Work, as necessary, from injury or damage.

Section 12. Exhibits Incorporated and Order of Precedence

The following documents are expressly agreed to be incorporated by reference and made a part of this Contract.

- Exhibit A: Form of Release and Affidavit
- Exhibit B: Form of Change Order
- Exhibit C: Initial Project Schedule
- Exhibit D: Insurance Coverage

In the event of any inconsistency, discrepancy, errors, or conflict between the Contract Documents, Section 50-03 of the FAA General Provisions, as modified, contained within the Bid Documents shall control the order of precedence.

Section 13. Notices

A. All notices, consents, or approvals required or permitted to be given under the terms of the Contract shall be in writing and shall be sent by: (a) FedEx or other nationally recognized overnight air courier service, postage prepaid, for next business day delivery, or (b) hand delivery, to the notice address of the respective parties set forth below in Subsection 13.B or 13.C, as applicable. Notice given in accordance with this Section 13 shall be effective on the earlier of the day actually received, if received on a business day (or, if not received on a business day, on the first business day after the day of receipt) or, regardless of whether or not received after the dates specified below, (i) on the date of delivery or refusal of delivery, if by hand delivery, or (ii) on the first business day after having been delivered to a nationally recognized overnight air courier service, such as FedEx, for "next business day" delivery in each case addressed to the respective party at the address for notice to the party specified in Subsection 13.B or 13.C, as applicable, below.

B. Notices, consents or approvals required or permitted to be given to Owner shall be delivered to Owner at:

Titusville Cocoa Airport Authority
c/o Kevin Daugherty, AAE
Director of Airports
51 Bristow Way
Titusville, FL 32780

C. Notices, consents or approvals required or permitted to be given to Contractor shall be delivered to Contractor at:

JJ Cunningham, LLC
200 Woodbine Road,
Shavertown, PA 18708

D. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 14. Claims and Disputes

A. The term “**Claim**” as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.

B. Initial notice of Claims by Contractor shall be made in writing to Owner and Design Professional within seven (7) calendar days after the first day of the event giving rise to such Claim or else Contractor shall be deemed to have waived the Claim. A fully substantiated written Claim with supporting data shall be submitted to Owner and Design Professional within thirty (30) calendar days after the conclusion of the event, unless Owner grants additional time in writing, or else Contractor shall be deemed to have waived the Claim.

C. Owner shall issue a decision on Contractor’s Claim within sixty (60) days from the Contractor’s issuance of the fully substantiated Claim. The Owner’s decision shall become binding on the Contractor unless the Contractor appeals the decision by requesting negotiations between executive level personnel from both Owner and Contractor in writing within five (5) business days of the Owner issuing its decision. Such negotiations shall take place within sixty (60) days of the Contractor’s written appeal. Should executive level negotiations fail to resolve the dispute, the parties may proceed to mediation on the Claim; provided, however, such mediation shall not occur prior to Substantial Completion of the Project. Any mediation of a Claim shall be conducted before a mediator selected by the Owner who is board certified in construction law by the Florida Bar.

D. Contractor shall proceed diligently with its performance as directed by Owner, regardless of any pending Claim, dispute, or pending Change Order request, unless otherwise agreed to by Owner in writing. Owner shall continue to make payments of undisputed amounts due in accordance with the Contract Documents during the pendency of any Claim, dispute, or Change Order request. Contractor shall not, under any circumstances, cease Work on the Project as the result of any unresolved Claims, disputes, or pending Change Orders.

E. Attendance at mediation shall be a condition precedent to Contractor bringing a

lawsuit against Owner. Any litigation between Owner and Contractor (which term for the purposes of this Section shall include Contractor's surety), whether arising out of any Claim or arising out of the Contract or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and Owner and Contractor each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Any litigation between Owner and Contractor shall not be permitted to commence until the Project has achieved Substantial Completion and the Parties attend mediation resulting in an impasse. The exclusive venue of any such litigation between Owner and Contractor shall lie and be only in the appropriate State courts of the State of Florida's Eighteenth Judicial Circuit in and for Brevard County, Florida.

F. Contractor consents and submits to the jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court. OWNER AND CONTRACTOR EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY REGARDING ANY SUCH LITIGATION.

G. In the event of any claim or dispute arising out of the Contract, the prevailing party shall be entitled to recover from the non-prevailing party its costs, including reasonable attorneys' fees (including fees for determining the amount of fees due) at all levels, including at trial, on appeal, and in bankruptcy and post-judgment proceedings. Notwithstanding the foregoing, nothing contained in this Agreement shall be construed or interpreted as (1) denying to any party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents or agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

H. The parties specifically opt out of the requirements of Chapter 558, Florida Statutes.

Section 15. Modification

No modification or amendment to the Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 16. Successors and Assigns

Subject to other provisions hereof, the Contract shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties to the Contract.

Section 17. Governing Law

The Contract shall be interpreted under and its performance governed by the laws of the State of Florida, without regard to its choice of law provisions.

Section 18. No Waiver

The failure of Owner to enforce at any time or for any period of time any one or more of the provisions of the Contract shall not be construed to be and shall not be a waiver of any such

provision or provisions or of its right thereafter to enforce each and every such provision. Further, the failure of Owner to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. Waiver by Owner of a breach of any provision of the Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of the Contract. No approval, consent or waiver by Owner shall be effective unless it is in writing and then only to the extent specifically stated.

Section 19. Entire Agreement

The Contract comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Contract.

Section 20. Severability

Should any provision of the Contract be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 21. Construction

Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term “including” is not limiting, and the terms “hereof”, “herein”, “hereunder”, and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. The headings of the Articles, Sections, Paragraphs, Schedules, Exhibits and Attachments as contained in the Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Sections, Paragraphs, Schedules, Exhibits and Attachments. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation. The remedies granted to Owner in the Contract are cumulative and not in limitation of any other rights and remedies of Owner at law or in equity.

Section 22. Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[THIS SECTION IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR:
JJ Cunningham, LLC



(Signature)

By: Jennifer Cunningham
(Print)

Title: President

Date: 10-01-2024

OWNER:
TITUSVILLE COCOA AIRPORT AUTHORITY

By: Kevin Daugherty, AAE
Director of Airports

Date: _____



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

ACTION ITEMS

**APPROVAL: AWARD OF TEMPORARY LICENSE
AGREEMENT WITH SPACE COAST EXECUTIVE JET
CENTER TO MANAGE THE AUTHORITY'S AVIATION
SELF-FUELING FACILITY AT MERRIT ISLAND
AIRPORT**

TITUSVILLE-COCOA AIRPORT AUTHORITY REVOCABLE LICENSE AGREEMENT

This License Agreement (the "Agreement") is made as of this ___ day of _____, 2024, by and between the TITUSVILLE-COCOA AIRPORT AUTHORITY, a special taxing district existing under the laws of the State of Florida, whose mailing address is 51 Bristow Way, Titusville, Florida 32780 (the "Authority") and SPACE COAST EXECUTIVE JET CENTER, LLC, whose mailing address is 7003 Challenger Avenue, Titusville, Florida 32780 (the "Licensee").

RECITALS

WHEREAS, the Authority is the owner and operator of the property known as Merritt Island Airport (COI), which includes both aeronautical and non-aeronautical property (the "Airport"); and

WHEREAS, the Airport is subject to the requirements of various federal laws and regulations including, without limitation, the Federal Property and Administrative Services Act of 1949, as amended, and the rules and orders promulgated by the Federal Aviation Administration, including specifically Order 5190.6B; and

WHEREAS, the Authority and Licensee desire to enter into a License Agreement and temporarily utilize specified aeronautical portions of the Airport from the Authority for the purpose of temporarily operating the Aircraft Self-Fueling Facility (the "Temporary Permitted Use"); and

WHEREAS, the requested Temporary Permitted Use is consistent with the Authority's Comprehensive Plan, Zoning Ordinance, Airport Master Plan, and other applicable state and federal laws and, further, is in the best interest of the Authority and the Airport; and

WHEREAS, Licensee agrees to the terms and conditions of temporary use of the Airport property as specified in this Agreement, including, without limitation, the License Agreement, indemnity and hold harmless provisions, required Insurance provisions, fees, and other terms, conditions and requirements as detailed herein.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and Licensee do hereby agree as follows:

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein and made a part hereof by this reference.

SECTION 2. PREMISES.

The Authority hereby grants to the Licensee the right to use, consistent with all the terms and conditions of this Agreement, that portion of the Airport property described and shown on Exhibit "A" attached hereto and made a part hereof by this reference (the "Premises"). This license shall include a limited right of ingress and egress to the Premises at such times as are specified herein using only the access roads specified in Section 8.B. below.

SECTION 3. DURATION OF LICENSE.

A. This License Agreement shall commence on November ____, 2024 (the "Commencement Date") and shall terminate at 11:59 p.m. on January 31st, 2025; unless earlier terminated as set forth herein. The Licensee shall not be privileged to enter or utilize the Premises prior to complete execution and approval of this Agreement, including acknowledged receipt and sufficiency of required insurance as set forth herein.

SECTION 4. NONEXCLUSIVE USE OF PREMISES.

The Authority and the Licensee further agree that other uses may take place concurrently with Licensee's Temporary Permitted Use of the Premises.

SECTION 5. PERMITTED USE OF PREMISES.

A. The Licensee shall use the Premises for the operation of the Authority's Aircraft Self-Fueling Facility at Merritt Island Airport. Specifically, the wholesale delivery, storage, retail sale, and distribution of IOOLL AVGAS to the general public twenty-four (24) hours per day, seven (7) days per week. No other use shall be permitted without the prior written consent of the Authority.

B. The Licensee shall not use or permit the use of the Premises for any other purpose, other than that stated above, without a prior written amendment to this Agreement signed by the Director of Airports. All activities in connection with the Temporary Proposed Use shall be coordinated in advance with the Authority.

C. The Licensee is not permitted to place signage along the leasehold advertising the Licensee's operations.

D. The Licensee shall plan to receive fuel shipments and complete all documentation related to acceptance of the products and maintain the records including volume and quality control testing necessary to track the movements of fuel from the fuel storage facility to the end user.

E. The Licensee shall not commit or permit any act to be committed in or about the Premises which results in any damage to the Premises, damages Authority property or harms others, or in any way constitutes a nuisance or interferes with the rights of other Airport tenants.

F. The Licensee shall comply with all federal, state and local requirements concerning the testing and disposition of sump drained fuel. The Licensee is responsible should any fine, penalty or judgment be handed down to the Authority as a result of the Licensee actions.

G. As used herein, the term "hazardous material" shall mean any hazardous or toxic substance, material or waste (including, without limitation, asbestos) which, now or in the future, is determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property and/or the use and/or disposal of which is regulated by any governmental authority. The Licensee shall not cause or permit any hazardous material to be brought upon, kept, used or discarded in or about the Premises by the Licensee, its sub-tenants, agents, employees, contractors or invitees, unless permitted by, and used or stored in accordance with, any required permits and applicable laws. If the Licensee breaches its obligations, as herein above set forth, the Authority, at its election, shall have the right to (1) terminate this Agreement, or (2) cause the Licensee to remove and properly dispose of the hazardous material, all at the Licensee's sole cost and expense and in compliance with a removal and disposal plan in conformity with applicable laws and subject to the prior approval of the Authority, or (3) perform the removal and disposal thereof itself, in which event the Licensee shall reimburse the Authority, on demand, for the cost incurred by the Authority in doing so and in securing any certifications deemed necessary or desirable by the Authority.

SECTION 6. REQUIRED PERMITS.

A. If applicable, the Licensee, in its own name and at its own expense, shall obtain all permits and/or licenses required or needed in connection with the Temporary Permitted Use and/or this Agreement. All such permits/licenses shall be obtained prior to Licensee's first use, and copies shall be provided to the Director of Airports. Failure to obtain said approvals and permits will render the license granted hereby null and void.

B. The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Licensee of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions. No rights to obtain a temporary conditional use approval nor any other rights to the proposed use have been granted or implied simply by the Authority's approval of this Agreement. Licensee may not attempt to force or coerce the Authority to approve any temporary use of the Premises by asserting that the Authority has committed to such approvals based on the theory of vested rights or equitable estoppel or any other legal theory based on the Authority's approval of this Agreement and/or any agreement(s) with one or more third parties.

C. Licensee shall be solely responsible for obtaining all approvals, permits, licenses, insurance, and authorizations from the responsible federal, state and local authorities or other entities necessary to use the Premises for the Temporary Permitted Use. Further, it is expressly agreed and understood that the Authority has no duty, responsibility or liability for requesting, obtaining, ensuring, or verifying Licensee's compliance with the applicable state and federal agency permit or approval requirements. Any authorization granted by the Authority shall not in any way be interpreted as a waiver, modification, or grant of any state or federal agency permits or authorizations or permission to violate any state or federal law or regulation. Licensee shall be held strictly liable, and shall hold Authority, its officers, employees and agents harmless for and from administrative, civil and criminal penalties for any violation of federal and state statutes or regulations, including but not limited to environmental laws and regulations. Nothing herein shall be interpreted as restricting or limiting the Authority from bringing an enforcement action to compel compliance herewith.

D. The Authority agrees to provide water, power, septic / sewer and fiber internet access tie in points to the Licensee in a manner acceptable to both parties.

SECTION 7. LICENSE FEE; OTHER COSTS.

A. From November 1st, 2024, through end of the lease term or termination, the Licensee agrees to pay the Authority fifty percent (50%) of all gross fuel sales and applicable taxes generated by the Airport Self Fueling Facility operation. The fee shall be paid on the first day of each month and on every proceeding month. Fees not paid and received on the tenth (10th) day of any month shall be assessed a ten percent (10%) penalty / late fee.

The Authority and/or its accountants and auditors, shall have the right to inspect and audit the Licensee's books, records and accounts related to the Aircraft Self Fueling Facility operation.

SECTION 8. MANDATORY CONDITIONS OF USE.

A. IMPROVEMENTS. The Licensee is not permitted to make any alteration to the Premises, to make improvements to the Premises or to place improvements on the Premises, except such alterations or improvements as are specifically identified herein or otherwise authorized in writing by the Director of Airports.

B. RETURN CONDITION / REPAIR OBLIGATION. The Licensee agrees to surrender / return the Premises to the Authority in the same condition as existed prior to Licensee's use. This obligation includes but is not limited to the obligation to return the Premises in a clean condition, free from garbage, trash, junk and debris. If the Premises is not returned in clean condition, the Authority shall clean the Premises and bill the Licensee. Any such bill shall be fully paid by Licensee to the Authority within ten (10) days of receipt. Further, the Licensee is strictly obligated to pay the full cost of repair, including administrative costs, for any damage to the Premises caused by the Licensee, its agents, contractors, invitees, patrons and/or guests. Licensee acknowledges that said repair may only be performed by Authority personnel or other authorized and qualified contractors of the Authority. In addition, Licensee acknowledges that said repair shall be in accordance with all federal, state and local

public improvement standards, rules and regulations, including but not limited to public improvement standards, and when triggered, public bidding and contracting rules. If the Premises is returned with damages necessitating repair, unless otherwise agreed by the parties, the Authority shall conduct the repair to the premises and bill the Licensee. Any such bill shall be fully paid by Licensee within thirty (30) days of receipt. Failure to pay any bill under this section shall disqualify Licensee and its affiliates from any future use of the Premises. In addition, the Authority may pursue any legal action to recover the debt.

SECTION 10. INDEMNITY / HOLD HARMLESS.

A. Licensee, to the fullest extent permitted by Florida law, covenants, and agrees that it will indemnify and hold harmless the Authority, its officers, employees and agents, from any and all claims, actions, losses, damages, costs, charges, liabilities and expenses, (as well as attorney's fees and costs, at both trial and appellate levels), including, but not limited to claims in connection with any loss of life, personal injury, (including death), or property damage, arising from, or out of, the occupancy or use of the Premises or use of any other part of the Authority's property, by the Licensee, its employees, volunteers, participants, agents, contractors, invitees, or guests. Notwithstanding anything to the contrary in this Agreement, the parties hereto shall retain for themselves all claims and defenses under Florida's sovereign immunity laws.

B. The parties agree that the damages for any tort claim or action are limited to actual damages, incidental damages, costs, and case expenses. In no event shall the parties be liable for consequential, special, indirect, punitive or exemplary damages (including without limitation lost profits and opportunity costs).

SECTION 11. REQUIRED INSURANCES.

A. Licensee agrees to indemnify and hold the Authority harmless from all claims arising out of injury to person or property on or in relation to the Premises and/or this Agreement. Licensee agrees to and shall secure from date of occupancy, from a good and responsible insurance company doing business in Florida, adequate fire and extended insurance coverage on all of its fixtures, goods, wares, improvements in or on the Premises. The Authority shall not be liable to the Licensee and/or any individual or entity claiming through Licensee, if any, for any damage by fire or other peril includable in the coverage afforded by the standard form of fire insurance policy with extended coverage endorsement attached (whether or not such coverage is in effect) no matter how caused, it being understood that Licensee will look solely to its insurer for reimbursement. Licensee, at its sole cost and expense, shall also maintain in full force and effect during the term of this Agreement and any renewal thereof, public liability insurance in the following minimum amounts:

\$5,000,000 - single limit, per occurrence; and
\$5,000,000 - general aggregate.

Said public liability policy shall contain a stipulation that Licensee's insurer will provide thirty (30) days written notice of cancellation of such insurance to the Authority prior to cancellation. Such policy shall be carried by solvent and responsible insurance companies licensed to do business in the state where the Premises is located. At the commencement of the term of this Agreement, Licensee shall deliver to the Authority a certificate issued and executed by Licensee's insurer evidencing the insurance coverage required hereunder and naming the Authority as an additional insured. The Authority shall, at its sole cost and expense, maintain in full force and effect during the initial term of this Agreement and any renewal term: (i) fire insurance on the building of which the Premises forms a part and (ii) public liability insurance, to the extent allowed by law. Nothing in this section shall be interpreted as a waiver, expansion, modification and/or abridgement of the Authority's sovereign immunity under Florida law.

D. REJECTION / NOTICE. Authority reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, Authority reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally. If the Licensee receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Licensee agrees to notify the Authority in writing via email within five (5) business days and to provide a copy of the non-renewal or cancellation notice or written specifics as to which coverage is no longer in compliance.

SECTION 12. TERMINATION.

This Agreement may be terminated by the Authority for any material violation hereof upon thirty (30) days' written notice to the Licensee. Separately, this Agreement may also be freely terminated by the Authority for any reason or no reason upon ninety (90) days' written notice to Licensee. This Agreement may also be terminated by mutual written agreement of the parties signed by both Licensee and Authority at any time. Regardless of how terminated, Licensee shall pay to Authority all fees to be paid pursuant to this Agreement during any time Licensee has the right to occupy the Premises regardless of whether Licensee actually does occupy the Premises during such time(s).

SECTION 13. NOTICES.

All notices required to be given hereunder shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail or facsimile during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (iii) five (5) calendar days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the parties at their respective addresses as identified below, or to such email address, facsimile number, or address as subsequently modified by written notice given in accordance with this section:

If to Licensee:

Space Coast Executive Jet Center, LLC
c/o Wendy Petersen
7003 Challenger Avenue
Titusville, FL 32780
Email: wendy@spacecoastfbo.com

If to Authority:

Titusville-Cocoa Airport Authority
c/o Director of Airports
51 Bristow Way
Titusville, FL 32780
kdaugherty@flyspacecoast.org
ckinard@flyspacecoast.org

SECTION 14. NO ASSIGNMENT.

The Licensee shall not assign this Agreement and/or any part, portion or right hereof or hereunder to any person or entity without the express, written consent of Authority. Any attempt to assign this Agreement without Authority's express, written consent shall operate to automatically revoke the license granted herein, and the Agreement will be deemed terminated.

SECTION 15. ENTIRE AGREEMENT.

This Agreement incorporates or references all prior negotiations, correspondence, conversations, agreements or understandings 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, incorporated into, or referenced in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 16. AMENDMENT -MODIFICATION.

This Agreement may only be modified by a written document duly executed by the Authority and the Licensee and may not be otherwise modified. No oral modification of this Agreement shall be valid or enforceable under any circumstances.

SECTION 17. SEVERABILITY.

If any clause, section, sentence or any other portion or any part of this Agreement is contrary to, prohibited by, or deemed invalid or null and void for any reason under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, invalid or void, however, the remainder hereof shall not be invalidated thereby and shall be given full force and effect to the fullest extent permitted by law.

SECTION 18. VENUE; ATTORNEY FEES.

Any dispute, claim or action relating to or arising under this Agreement shall be brought solely and irrevocably in any court of competent jurisdiction located in Brevard County, Florida, forsaking all other jurisdictions and venues. This Agreement shall be governed by Florida Law.

In any action arising from and/or related to this Agreement and/or the Premises, the prevailing party shall have and recover from the non-prevailing party all reasonable attorneys' fees and costs incurred including without limitation all fees and costs occurred in any appeal related thereto and/or incurred litigating entitlement to and/or amount of attorneys' fees and/or costs to be awarded.

SECTION 19. REQUIRED FEDERAL PROVISIONS.

A. **ADDITIONAL CIVIL RIGHTS PROVISION.** Licensee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Licensee transfers its obligation to another, the transferee is obligated in the same manner as Licensee. This provision obligates Licensee for the period during which the Premises is used and/or possessed by Licensee and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

B. **REQUIRED CLAUSE FOR TRANSFER OF REAL PROPERTY.** The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Authority pursuant to the provisions of the Airport Improvement Program grant assurances.

(i) Licensee for itself, its successors in interest and its assigns, as a part of the consideration for this Agreement, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Licensee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(ii) With respect to this Agreement, in the event of breach of any of the above nondiscrimination covenants, Authority will have the right to terminate the Agreement and to enter, re-enter, and repossess said Premises and the facilities thereon and hold the same as if the Agreement had never been made or issued.

C. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES. During the performance of this Agreement, Licensee, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 — 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by

discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

(Signature Page Follows)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers or representatives.

WITNESS:

Licensee

Space Coast Executive Jet Center, LLC

(Print Name)

By: _____
Wendy Petersen, Authorized Member
Date: _____

Authority

Titusville-Cocoa Airport Authority

WITNESS:

(Print Name)

By: _____
Kevin Daugherty, AAE, Director of Airports
Date: _____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by Kevin Daugherty, as Director of Airports of the Titusville-Cocoa Airport Authority, who is personally known to me OR has produced _____, as identification.

Notary Public (Signature of Notary)

Name legibly printed, typewritten or stamped

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by Wendy Petersen as an Authorized Member of Space Coast Executive Jet Center, LLC who is personally known to me OR has produced _____, as identification.

Notary Public (Signature of Notary)

Name legibly printed, typewritten or stamped



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

TIX, COI, X21

ACTION ITEMS

**APPROVAL: LEASE AMENDMENT #3 WITH
SPACE COAST INNOVATION PARK FOR THE
NON-AERONAUTICAL DEVELOPMENT AT
SPACE COAST REGIONAL AIRPORT.**



Space Coast Innovation Park Ground Lease Agreement – Amendment # 3
Executive Summary

Background:

On March 3, 2022, the Authority approved a long term non-aeronautical ground lease agreement with Space Coast Innovation Park, LLC for a phased development at the Space Coast Regional Airport. Lease Amendment(s) 2 and 3 were presented and approved by the Authority in 2023.

General Overview of Lease Amendment # 3:

- Deletion of previous exhibits and replacement definition of the leasehold interest for each phase as the developable acreage exhibits (which excludes wetlands).
- Provision allowing the Master lease to be broken up into smaller leases (Lease Splits) associated with individual development parcels, simply prorating the leasehold obligation, providing that all terms remain the same and no lapse in the lease are created. The standard lease form is attached as Exhibit A provided for purposes of such lease split with terms agreed upon in the existing lease.
- Confirmation of the Phase 3 option fee anniversary date as the execution date of Lease Amendment #1.
- Acknowledgment of the approved and accepted appraisal for the establishment of base rent to be attached as Exhibit B.
- Correction of error in previous amendment as to rent commencement dates.
- Updates to language for condemnation, default, and notice and reports sections of lease.
- Updates to qualification requirements for assignees of the leasehold interests for the lease splits and/or lease assignments.
- Acknowledgement of agreement to recordation of a corrected Memorandum of Lease for Phase 1 to reflect the updated definition of the leasehold interest to developable acreage (which excludes wetlands).

Recommendation:

Staff recommends that the Authority approve Amendment # 3 of the Space Coast Innovation Park, LLC ground lease agreement.

TITUSVILLE-COCOA AIRPORT AUTHORITY

AND

SPACE COAST INNOVATION PARK, LLC

AMENDMENT #3 TO

NON-AERONAUTICAL GROUND LEASE AND DEVELOPMENT AGREEMENT

AT THE

SPACE COAST REGIONAL AIRPORT (TIX)

AMENDMENT #3 TO
NON-AERONAUTICAL GROUND LEASE AND DEVELOPMENT AGREEMENT

THIS AMENDMENT #3 TO NON-AERONAUTICAL GROUND LEASE AND DEVELOPMENT AGREEMENT (hereinafter referred to as “**Amendment #3**”), is made and entered into on _____, 2024 (“**Amendment #3 Execution Date**”), by and between the TITUSVILLE-COCOA AIRPORT AUTHORITY, having an office and place of business at Space Coast Regional Airport (TIX) (the “**Airport**”), 355 Golden Knights Blvd., Titusville, FL 32780 (the “**Authority**”), and SPACE COAST INNOVATION PARK, LLC, a Florida limited liability company with its principal place of business located at 355 Golden Knights Blvd., Suite #3, Titusville, Florida 32780 (the “**Tenant**” and together with the Authority, the “**Parties**”).

WITNESSETH THAT:

WHEREAS, the Parties executed that certain Non-Aeronautical Ground Lease and Development Agreement on or about March 9, 2022, as amended by that certain Amendment #1 to Non-Aeronautical Ground Lease and Development Agreement on or about May 16, 2023 (the “**First Amendment**”), and as further amended by that certain Amendment #2 to Non-Aeronautical Ground Lease and Development Agreement on or about October 19, 2023 (as amended, the “**Lease**”), wherein Tenant is leasing certain Property, as defined therein from the Authority;

WHEREAS, the Parties desire to further amend other portions of the Lease, all as set forth in more detail below.

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions herein set forth, the Parties have agreed and do agree as follows:

1. **PROPERTY REDEFINED.** Exhibit A-1, Exhibit A-2, Exhibit A-3E, and Exhibit A-3W to the Lease are hereby deleted in their entirety. All references to the “Phase 1 Property” are hereby revised to encompass only the Phase 1 Developable Acreage (as set forth in Exhibit A-1-1 to the Lease), all references to the “Phase 2 Property” are hereby revised to encompass only

the Phase 2 Developable Acreage (as set forth in Exhibit A-1-1 to the Lease), and all references to the “Phase 3 Property” are hereby revised to encompass only the Phase 3 Developable Acreage (as set forth in Exhibit A-3-1 to the Lease). For the avoidance of doubt, the Leased Property governed by the Lease shall encompass only the Phase 1 Developable Acreage, the Phase 2 Developable Acreage, and the Phase 3 Developable Acreage.

2. LEASE SPLITS. Notwithstanding anything in the Lease to the contrary, the Tenant shall have the right at any time, upon written notice to the Authority (a “**Lease Split Notice**”), to cause the Lease to be amended to release all or a portion of the real property from the “Phase 1 Property,” the “Phase 2 Property,” and/or the “Phase 3 Property,” as such terms are used in the Lease (each, a “**Sub-Parcel**”), and to cause the Parties to enter into a new, independent lease agreement to govern the use of any such Sub-Parcel, substantially in the form attached hereto as Exhibit A (each, a “**New Lease**”). Tenant and the Authority shall cause the Lease to be amended to release any Sub-Parcel and shall enter into the New Lease within ten (10) business days after the Authority’s receipt of the Lease Split Notice, together with drafts of the amendment and the New Lease. However, it is likewise agreed and acknowledged by Tenant and Authority that a material and required condition to Tenant’s release from the Lease as requested in any Lease Split Notice is the execution of a binding New Lease between Authority and the third party(ies) leasing the Sub-Parcel from Authority via the New Lease, it being deliberately intended by Tenant and Authority that there shall be no lapse in leasing any Sub-Parcel as a result of the transition occasioned by the Lease Split Notice and New Lease.

Upon execution of a New Lease, the Base Rent and any Additional Rent under the existing Lease shall be proportionately reduced by the amount to be paid as Base Rent and Additional Rent in connection with such Sub-Parcel, which will be paid pursuant to the New Lease.

3. OPTION FEES. Notwithstanding anything in the Lease to the contrary, the Phase 3 Property Option Fees shall be payable to the Authority by Tenant on each anniversary of the Amendment #1 Execution Date until the applicable Rent Commencement Date as set forth in the Lease (as amended in Section 6 of this Amendment #3 below); provided, however, that such payments shall be subject to extension as set forth in Section 101.2 of the Lease, as amended by Section 6 of the First Amendment.

4. SECTION 104.1(A), BASE RENT. Section 104.1(A) of the Lease is hereby deleted in its entirety and replaced with the following:

A. The initial annual base rent for the Property shall be equal to twelve percent (12%) of the initial fair market value of the Property, as set forth on Exhibit B attached to this Amendment #3 and incorporated by reference herein (the “**Initial FMV**”). Said initial annual base rent shall then be adjusted or re-calculated as set forth in this Lease. As used in this Lease, the term “base rent” shall mean the annual rent due and payable from Tenant to Authority for the Property, not including taxes, fees, expenses, utilities or other charges related to the Property. For the avoidance of doubt, the annual base rent due to the Authority from Tenant as set forth herein shall be payable in equal monthly installments, due in advance on the first (1st) day of each calendar month in accordance with the terms of this Lease.

5. SECTION 104.1(C), RENT COMMENCEMENT DATES. Consistent with Exhibit A-4 and notwithstanding anything to the contrary in the Lease, the following revisions are hereby made to Article 1, Subsection 104.1 Base Rent, Subsection C of the Lease:

- a. The Rent Commencement Date for 50% of Tenant’s total obligation to pay base rent for Phase 2 shall be the earlier of: (i) of the date Tenant receives a Certificate of Occupancy allowing lawful use for any one of the Buildings to be constructed on the Phase 2 Property as set forth on Exhibit B-1-2, or (ii) August 1, 2027.
- b. The Rent Commencement Date for 100% of Tenant’s total obligation to pay base rent for Phase 2 shall be the earlier of: (i) the date Tenant receives the last Certificate

of Occupancy allowing lawful use for all Buildings to be constructed on the Phase 2 Property as set forth on Exhibit B-1-2, or (ii) August 1, 2028.

6. ARTICLE 5, CONDEMNATION. Paragraph 2 of Article 5 of the Lease is hereby deleted in its entirety and replaced with the following:

Tenant shall also have the right to contest such change in use and /or to seek reimbursement from the applicable governing authority instituting the change through eminent domain or similar action for any infrastructure development costs actually incurred by Tenant prior to such change. If all or any portion of the Phase 1 Property shall be taken under a power of eminent domain, the compensation or proceeds awarded for the taking of the fee title in the land constituting the Phase 1 Property subject to this Lease shall belong to the Authority, and the compensation or proceeds awarded for the value of Tenant's leasehold interest, the taking of the Improvements or any part thereof, damage to any business or operations conducted on the Phase 1 Property, and moving expenses and relocation costs shall belong to Tenant. If the taking is to such an extent that it is impracticable for Tenant to continue the operation of its business on the Phase 1 Property, Tenant shall have the option to terminate this Lease upon written notice to the Authority given within thirty (30) days of Tenant's receipt of an official notice of condemnation. If Tenant does not exercise its option to terminate this Lease pursuant to this paragraph, the Lease shall continue in full force and effect except that the rent due hereunder shall be reduced in proportion to the amount of land taken on a square footage basis. Nothing in this paragraph shall prevent the Authority and/or Tenant from seeking any and all damages sustained by such party from the condemning authority by reason of the exercise of the power of eminent domain.

7. SECTION 601, DEFAULT. Section 601(D) of the Lease is hereby deleted in its entirety and replaced with the following:

(D) The taking of the entirety of the leasehold interest of the Tenant hereunder pursuant to an execution on a judgment, but expressly excluding foreclosure and condemnation.

8. ARTICLE 10, NOTICES AND REPORTS. Article 10 of the Lease is hereby deleted in its entirety and replaced with the following:

ARTICLE 10

NOTICES AND REPORTS

Any notice, report, statement, approval, consent, designation, demand or request to be given or any option or election to be exercised by a party in writing under the provisions of this Agreement shall be deemed to have properly been given on the earlier of (i) when delivered by hand in person, (ii) three (3) days after deposit in the U.S. Mail, postage prepaid, and sent by registered or certified mail, return receipt requested, (iii) one (1) business day after deposit with a nationally recognized overnight delivery service, e.g., FedEx or UPS, or (iv) when transmitted by e-mail to the e-mail address for each party set forth, provided that in all cases a copy of such e-mail notice is also sent out by one of the methods set forth in clauses (i) through (iii) above no later than the next business day after such e-mail transmission. All such notices shall be addressed to the respective parties at the respective addresses set forth below:

Authority:

Director of Airports
Titusville-Cocoa Airport Authority
51 Bristow Way
Titusville, FL 32780
Email: kdaugherty@flyspacecoast.org

With a required copy to:

General Counsel
Titusville-Cocoa Airport Authority
c/o WhiteBird, PLLC
2101 Waverly Place
Melbourne, FL 32901
Email: abird@whitebirdlaw.com
ambservices@whitebirdlaw.com

Tenant:

c/o Hines Interests Limited Partnership
444 West Lake Street
Suite 2400
Chicago IL 60606
Attn: Steve Luthman
E-mail: Steve.Luthman@hines.com

and

Space Coast Innovation Park, LLC
355 Golden Knight Blvd., Suite #3
Titusville, Florida 32780
Attention: Kathleen Yonce
Email: Kathleen@consultkey.com

With a required copy to:

c/o Hines Interests Limited Partnership
383 17th Street NW
Suite 100
Atlanta, Georgia 30363
Attn: Michael T. Harrison; Ryan D. Wood
E-mail: Michael.Harrison@hines.com; Ryan.Wood@hines.com

and

Eversheds Sutherland (US) LLP
999 Peachtree Street, N.E., Suite 2300
Atlanta, Georgia 30309
Attn: D. Clayton Howell
Email: clayhowell@eversheds-sutherland.com

and

Lawrence Silvestri
Silvestri Law, P.A.
111 2nd Avenue, Suite 908
St. Petersburg, FL 33701
Email: Larry@SilvestriLawPA.com

Provided, however, that either party may designate a different address from time to time by giving to the other party notice in writing of the change. Any payments to Authority under this Agreement shall be made by Tenant at Authority's address provided in this Article 10 hereinabove.

9. ARTICLE 22, ASSIGNMENT AND SUBLETTING. Article 22 of the Lease is hereby deleted in its entirety and replaced with the following:

ARTICLE 22
ASSIGNMENT AND SUBLETTING

Except for any Exempt Assignment as provided in this Article 22, Tenant shall not assign this Lease or any portion thereof, or otherwise transfer any right or interest hereunder, without the prior written consent of Authority, which consent shall not be unreasonably withheld,

delayed or conditioned. Following an Exempt Assignment (defined below) or any other assignment of Tenant's interests hereunder which is approved by the Authority pursuant to this Article 22, Tenant shall be fully released from all obligations post-assignment as related to those portions of this Lease validly and duly assigned. The term "**Exempt Assignment**" as used in this Article 22 is defined as any of the following assignments, which shall not require consent of the Authority:

a. Any bona fide mortgage or mortgage of the Tenant's interest under this Agreement;

b. The acquisition by any mortgagee or mortgagee of the Tenant's interest under this Agreement or its designee of the interest through the exercise of any right or remedy of such mortgagee or mortgagee of such interest under a bona fide mortgage or mortgage of such interest, including any assignment of the interest to a mortgagee or the mortgagee of such interest or its designee made in lieu of foreclosure;

c. Any foreclosure sale by any mortgagee or mortgagee of the Tenant's interest under this Agreement pursuant to any power of sale contained in a bona fide mortgage or mortgage of such interest;

d. Any sale or assignment of the interest of the Tenant's interest under this Agreement by any mortgagee or mortgagee of the Tenant's interest under this Agreement (or its designee) which has acquired the interest by means of any transaction described above; and

e. Any sale or assignment of the Tenant's interest hereunder to any Qualified Real Estate Investor (defined below).

"Qualified Real Estate Investor" means any of the following:

a. Any Institutional Investor; or

b. Any person or entity domiciled within the United States of America and having a minimum net worth of \$10,000,000 (either itself or in its direct or indirect constituent members or partners), as certified by a reputable firm of certified public accountants; or

c. Any partnership, corporation, limited liability company or other person or entity directly or indirectly controlling, controlled by or controlled with any person or entity described in (ii) above.

“Institutional Investor” means any of the following persons:

- a. Any savings bank, savings and loan association, commercial bank, or trust having shareholder equity (as determined in accordance with GAAP accounting) of at least \$50,000,000;
- b. Any college, university, credit union, trust or insurance company having assets of at least \$50,000,000;
- c. Any employment benefit plan subject to ERISA having assets held in trust of \$50,000,000 or more;
- d. Any pension plan established for the benefit of the employees of any state or local government, or any governmental authority, having assets of at least \$50,000,000;
- e. Any limited partnership, limited liability company or other investment entity having either (A) total assets under ownership or management of at least \$50,000,000, or (B) committed capital of at least \$50,000,000;
- f. Any corporation, limited liability company or other entity having shareholder equity (or its equivalent for non-corporate entities) of at least \$50,000,000;
- g. Any lender of substance which performs real estate lending functions similar to any of the foregoing, and which has assets of at least \$50,000,000; and
- h. Any partnership, corporation, limited liability company or other person or entity directly or indirectly controlling, controlled by or controlled with any person or entity described in any of (a)-(g) above.

The Director of Airports for the Authority shall be vested with authority to review, approve and execute commercially reasonable consents and Non-Disturbance Agreements related to subleases or sub-subleases, as applicable. Any proposed consent or Non-Disturbance Agreements shall be submitted by the Tenant to the Director of Airports for review and comment in writing. The Director of Airports shall have twenty (20) days from the date of receipt to provide written comments to Tenant on any submitted consents and Non-Disturbance Agreement drafts.

The parties agree and acknowledge that Tenant is leasing the Property for the purpose of constructing buildings and other improvements thereon that will not be occupied by Tenant but, rather, will be mostly or entirely sublet to third parties for occupancy and use. Tenant shall have the right, without the consent of Authority, to sublet all or a portion of the Property to a third party, provided that any such sublease is expressly subject and subordinate to this

Agreement and does not release Tenant from its obligations under this Agreement. Tenant is and shall remain liable to Authority should Tenant sublet any portion of any of the Property to any third party where such sublease causes a breach and/or violation of any applicable rule, regulation and/or law (the “**Governing Authorities**”), including without limitation those promulgated enforced by the Federal Aviation Administration, regardless of whether Tenant was aware that such sublease was violative of any such applicable rule, regulation or law. Additionally, should Tenant sublet any portion of the Property in violation of the Governing Authorities, said sublease shall be null and void, and Tenant shall be solely liable for any and all damages or liabilities of any kind related to such sublease, including without limitation any claim brought by the subtenant. In the event of a void sublease as set forth above, Tenant shall take all reasonable steps to remove the subject subtenant from the Property at Tenant’s sole cost and expense, including without limitation instituting an eviction and/or ejection action to remove such subtenant from the Property. Tenant shall indemnify and hold Authority harmless from any and all expenses, claims and liabilities arising out of this Article 22 and/or Tenant’s subleases.

Tenant shall maintain with Authority a written and/or electronic list of existing subtenants occupying any of the Property and shall update said list with Authority each month no later than the 15th day of each month.

In addition, notwithstanding anything to the contrary contained in this Agreement, provided Tenant shall give Authority written notice of the same, Authority’s consent shall not be required in connection with an assignment of this Lease or any part thereof to any entity which is controlled by, under common control with, or which controls Tenant, or in which Tenant holds an equity interest, or any entity which acquires all or substantially all of the ownership interest in or assets of Tenant or into which Tenant is merged or consolidated.

10. SECTION 2402, PHASE 3 PROPERTY RIGHT OF FIRST REFUSAL AND CONVERSION TO OPTION TO LEASE. Section 2402 of the Lease is hereby deleted in its entirety.

11. MEMORANDUM OF LEASE. Within thirty (30) days after the Amendment #3 Execution Date, the Parties shall cause a Corrected Memorandum of Non-Aeronautical Ground Lease and Development Agreement to be recorded in the real property records of Brevard County

Florida (the “**Revised Memorandum**”). The Revised Memorandum shall further amend that certain Memorandum of Non-Aeronautical Ground Lease and Development Agreement dated October 5, 2022 and recorded on October 11, 2022 as CF#2022244365 in O.R. Book 9631, Page 927 (the “**Original Memorandum**”), as amended, to reflect that the Leased Property shall encompass only the Phase 1 Developable Acreage, the Phase 2 Developable Acreage, and the Phase 3 Developable Acreage, as set forth in Section 1 of this Amendment #3.

12. CONFLICT. In the event of a conflict between this Amendment #3 and any other term of the Lease, this Amendment #3 shall control. All terms of the Lease not in conflict herewith or not expressly amended, deleted or otherwise affected by this Amendment #3 shall remain in effect.

(Signature Page Follows)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNATURES

IN WITNESS WHEREOF the parties hereto have set their hands and seals
the date and year first above written.

Signed, Sealed and Delivered in the presence of:

AUTHORITY:
TITUSVILLE-COCOA AIRPORT
AUTHORITY

Witness

By: _____
Name: _____
Title: _____

Witness

Attest: _____
Name: _____
Position: _____
[CORPORATE SEAL]

Signed in the presence of:

TENANT:
SPACE COAST INNOVATION PARK, LLC, a
Florida limited liability company

Witness

By: KEY XSPANCIAL GROUP, LLC
a Florida limited liability company, its
Manager

Witness

By: KEY SCIP, LLC
a Florida limited liability company, its
Manager

By: KEY GROUP HOLDINGS, LLC
a Florida limited liability company, its
Manager

By: _____
Name: Kathleen Yonce
Title: its Manager and Authorized Signatory

Exhibit A
Form of Lease

[attached]

Exhibit B

Fair Market Value Appraisal

[attached]

TITUSVILLE-COCOA AIRPORT AUTHORITY

AND

[_____]

**NON-AERONAUTICAL GROUND LEASE AND DEVELOPMENT AGREEMENT
AT THE
SPACE COAST REGIONAL AIRPORT (TIX)**

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**NON-AERONAUTICAL
GROUND LEASE AND DEVELOPMENT AGREEMENT**

THIS NON-AERONAUTICAL GROUND LEASE AND DEVELOPMENT AGREEMENT (hereinafter referred to as the “**Lease**” or “**Agreement**”), made and entered into on _____, 202__ (the “**Commencement Date**”), by and between the TITUSVILLE-COCOA AIRPORT AUTHORITY, having an office and place of business at Space Coast Regional Airport (TIX) (the “**Airport**”), 355 Golden Knights Blvd., Titusville, FL 32780 (the “**Authority**”), and [_____], a [_____] with its principal place of business located at [_____] (the “**Tenant**” and together with the Authority, the “**Parties**”).

WITNESSETH THAT:

WHEREAS, Authority has the exclusive right, power and authority to lease certain Property (as herein defined) located in the County of Brevard, State of Florida; and,

WHEREAS, Authority desires to lease to Tenant, and Tenant desires to lease from Authority, the Property upon the terms and conditions hereinafter set forth; and

WHEREAS, in addition to the payment of rent and other consideration by Tenant to Authority for said lease, Tenant also intends to construct certain improvements on and to the Property as set forth herein, which Authority recognizes provides a substantial benefit to Authority and further material consideration for the Authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions herein set forth, the Parties have agreed and do agree as follows:

**ARTICLE 1
LEASE AGREEMENT, TERM, OPTIONS AND RENTAL SECTION**

SECTION 101. PROPERTY.

A. Subject to the terms and conditions set forth hereinafter, Authority leases hereby to Tenant and Tenant rents hereby from Authority the property described on Exhibit A attached hereto (the “**Property**”), consisting of approximately [_____] acres, subject to a final survey and legal description, together with any and all rights of way necessary to permit ingress to

and egress from the Property as required by Tenant's Site Plan (defined below) for construction of the Improvements (as provided herein) and development of the Property. The Authority represents that the Property does not currently have access to all utilities (including, without limitation, water, sewer, telecommunications, natural gas, and electricity), but concurrently upon the execution of this Agreement, the Tenant and the Authority shall enter into (1) a Master Infrastructure Agreement substantially in the form attached hereto as Exhibit B-1, governing the development of certain infrastructure on the Property or the surrounding areas and allocation of any payment obligations in connection therewith (the "**Master Infrastructure Agreement**") and (2) a Master Association Agreement substantially in the form attached hereto as Exhibit B-2, governing the parties' respective maintenance obligations in connection with certain infrastructure on the Property or the surrounding areas (the "**Master Association Agreement**"). Tenant's preliminary site plan for the Property is attached as Exhibit C ("**Tenant's Site Plan**"), and the Authority acknowledges and approves such intended Improvements.

B. Tenant, together with its officers, directors, employees, agents, assigns, subtenants, guests, invitees, customers, suppliers, contractors, and subcontractors, shall have the right of ingress to and egress from the Property over Airport roadways, including without limitation the use of the public access and non-licensed vehicular roadways, expressly subject to the Rules and Regulations as may be established by the Authority pursuant to Article 17 hereof with respect to such use and subject to applicable law.

C. The Parties acknowledge that the Property is non-aeronautical in nature and outside the perimeter of the Airport, and therefore any Rules and Regulations or Minimum Standards, as defined herein, that reasonably apply only to aeronautical properties and/or areas shall not apply to the Property.

SECTION 102. TERM AND RENEWAL OPTIONS.

Subsection 102.1 Term of Lease. The initial term of this Lease shall be from the Commencement Date and terminating at 5:00 pm EST on the date that is fifty (50) years thereafter (the "**Initial Term**"), unless earlier terminated in accordance with the terms of this Lease or unless extended as set forth herein.

Subsection 102.2 Renewal Options to Extend Term. Authority does hereby grant to Tenant the right, privilege and option to extend the term of this Lease beyond the

Initial Term for two (2) additional terms of twenty (20) years each (each, a “**Renewal Option Period**,” and together with the Initial Term, the “**Lease Term**”), upon the terms and conditions as herein contained; provided (i) written notice to Authority of Tenant’s intention to exercise said option is given by Tenant at least one-hundred twenty (120) days prior to the expiration of the then-current term (“**Tenant’s Renewal Option Deadline**”) but not more than one (1) year prior to the expiration of the then-current term, (ii) Tenant shall not be in material default under the terms of this Lease beyond any applicable cure period at the time of such notice, and (iii) that this Lease is then in effect. Whenever reference is made herein to the “term” or “Term” of this Lease, it shall include the Initial Term and any Renewal Option Period, if validly exercised.

No earlier than eighteen (18) months prior to each of Tenant’s Renewal Option Deadlines, Tenant shall, in its sole discretion, deliver to Authority written notice requesting the Authority’s estimate of the Updated FMV (as defined below) of the Property to be used to establish rent for the Property for the upcoming Renewal Option Period (the “**Written FMV Request**”). Within sixty (60) days of Authority’s receipt of the Written FMV Request from Tenant, the Authority shall provide to Tenant the Authority’s updated estimate of the fair market value (“**Updated FMV**”) of the Property for the upcoming Renewal Option Period (the “**Notice of Fair Market Value Rent**”) to enable Tenant to determine whether or not to elect its extension right by the Tenant’s Renewal Option Deadline. The Updated FMV shall be obtained by a non-employee appraiser who is a member of the American Institute of Real Estate Appraiser (“**M.A.I.**”) with reasonable experience (i.e., not less than ten years) appraising non-aeronautical use of real property at public-use airports (the “**Appraiser**”). The initial annual base rent for the upcoming Renewal Option Period shall be equal to twelve percent (12%) of the Updated FMV of the Property (the “**Updated Rent**”), with the Updated FMV to be determined as set forth below.

In the event the Authority fails to provide the Notice of Fair Market Value Rent for the Property within the sixty (60) day period provided above, then Tenant may at its sole cost and expense obtain its own appraisal of Updated FMV for the Property performed by an Appraiser, and within sixty (60) days after the deadline for the Authority to have provided the Notice of Fair Market Value Rent for the Property, shall provide a written Notice of Fair Market Value Rent to Authority.

Upon receipt of the Notice of Fair Market Value Rent, if the receiving party accepts the Updated FMV contained within the Notice of Fair Market Value Rent or fails to object to the Updated FMV contained within the Notice of Fair Market Value Rent within sixty (60) days of receipt of the Notice of Fair Market Value Rent, the Updated FMV identified in the Notice of Fair Market Value Rent shall conclusively establish the Updated FMV for the Property for the upcoming Renewal Option Period. However, nothing in this paragraph shall operate as Tenant's exercise of its options to extend, and Tenant must still validly and timely exercise such option(s) to extend in its sole discretion in order for the Lease to be extended thereby.

Upon receipt of the Notice of Fair Market Value Rent, if the receiving party disagrees with the Notice of Fair Market Value Rent, the receiving party shall provide written notice of each objection within sixty (60) days of receipt of the Notice of Fair Market Value Rent, including a statement of what the receiving party believes the Updated FMV should be for the Property for the upcoming Renewal Option Period and an appraisal from a non-employee appraiser who is an M.A.I. member with reasonable experience (i.e., not less than ten years) appraising non-aeronautical use of real property at public-use airports supporting that statement. If the receiving party delivers a timely objection, then upon the other party's receipt of the objection, the parties shall, for a period of thirty (30) days (the "**Negotiation Period**"), negotiate in good faith to agree on the Updated FMV of the Property for the upcoming Renewal Option Period. If the parties agree, said agreed-upon Updated FMV for the Property shall establish the rental value of the Property for the upcoming Renewal Option Period. However, nothing in this paragraph shall operate as Tenant's exercise of its options to extend, and Tenant must still validly and timely exercise such option(s) to extend in its sole discretion in order for the Lease to be extended thereby.

If the parties are unable to agree on the Updated FMV of the Property for the upcoming Renewal Option Period prior to the end of the Negotiation Period, then the parties' respective appraisers shall cooperate to mutually select a third appraiser ("**Deciding Appraiser**"), and each party shall submit its respective proposed Updated FMV and appraisal(s) to the Deciding Appraiser, who will conclusively determine the Updated FMV of the Property using "baseball style arbitration." Once the Deciding Appraiser has been selected, then, as soon thereafter as practical but in any case within ten (10) days, each party will submit a proposed Updated FMV for the Property to the Deciding Appraiser for a determination as to the Updated FMV thereof, and the Deciding Appraiser must select one of the Updated FMV allocations proposed by the parties

and may not choose or determine his/her own allocation of Updated FMV. All costs and/or fees of the Deciding Appraiser shall be borne equally by the parties. The determination by the Deciding Appraiser shall be rendered in writing to both Authority and Tenant and shall be final and binding on them. The Updated FMV for the Property established through “baseball style arbitration” shall establish the rental value of the Property for the upcoming Renewal Option Period, subject to Tenant’s exercise of its option to extend, and Tenant must still validly and timely exercise such option(s) to extend in its sole discretion in order for the Lease to be extended thereby.

If Tenant exercises its option to extend and the Renewal Option Period commences before the Updated FMV for the Property can be established, Tenant shall continue to pay to Authority monthly the same monthly rent and amounts due under the Lease for the last full month immediately preceding commencement of the Renewal Option Period. Once the Updated FMV and, thus, the rent due Authority from Tenant for the Property during the Renewal Option Period is determined as set forth herein, Authority shall provide a “true up” calculation to Tenant going back to the commencement of the Renewal Option Period through the date Updated FMV is established (the “**True Up Period**”). If Tenant paid more than monthly Updated FMV for the Property during the True Up Period, then Tenant shall receive a credit toward its next monthly rent payment(s) and continue receiving a credit until the credit is used up. If Tenant paid less than monthly Updated FMV for the Property during the True Up Period, then Tenant shall pay to Authority the difference between what it actually paid and the Updated FMV for the Property for the entire True Up Period within thirty (30) days of Authority providing written notice of the amount due or within some other time as agreed to by the parties in writing.

SECTION 103. USE OF PROPERTY.

Subsection 103.1 Improvements to the Property. Authority acknowledges hereby that Tenant is leasing the Property generally for the purpose of constructing and maintaining improvements on the Property and to sublease said improvements to one or more third parties, subject to the terms of this Agreement, and that in order to utilize the Property for this purpose, it will be necessary to construct at a minimum buildings and other improvements (collectively, “**Improvements**”) upon the Property and to make alterations and renovations thereto at Tenant’s sole cost and expense, unless otherwise addressed in this Lease or the Master Infrastructure Agreement. As it pertains to the Property, the Improvements are preliminarily as

set forth on Tenant's Site Plan (Exhibit C), subject to the final site plan. Tenant agrees that its construction of the Improvements is an integral and material part of this Agreement and Authority's assent to lease the Property to Tenant. Tenant agrees to comply with all applicable rules, laws, regulations and requirements pertaining to its construction of the Improvements and the use of the Property which were provided in advance to Tenant, including, but not limited to, applicable building codes and zoning ordinances of state and local governments. Landscaping design and structural Improvements to be constructed on the Property which are not reflected in Tenant's Site Plan shall be subject to additional approval by Authority, provided, however, Authority's approval shall not be unreasonably withheld, delayed or conditioned. In the event that the Authority shall not have delivered written objections to Tenant regarding Tenant's intended Improvements within fifteen (15) days after Tenant shall have delivered the plans and specifications for such Improvements to the Authority, then it shall be conclusively presumed that the Authority has approved such intended Improvements. For the avoidance of doubt, the Improvements shown on Tenant's Site Plan and any non-structural modifications thereto (including, without limitation, modifications to the building façade or exterior windows), shall not require any additional approval by the Authority. Tenant hereby agrees to indemnify and to save Authority harmless from any and all costs and/or expenses of any kind relating to construction of the Improvements to the extent arising by, through, or under Tenant, except to the extent arising from the obligations that are the responsibility of Authority at law or under this Agreement, the Master Infrastructure Agreement, or otherwise within Authority's control, and, further, except to the extent such costs and/or expenses arise from Authority's, or its agents', tenants' or contractors' acts or omissions, interference or willful misconduct.

For purposes of this Lease, the term "**Construction Period**" shall mean the period from the Commencement Date (as defined in Subsection 102.1 above) until the first Rent Commencement Date (as defined in Subsection 104.1 below). Subject to approval by Authority (to extent the Authority has approval rights under the preceding paragraph and subject to the deemed approval process set forth the preceding paragraph), Tenant shall upon obtaining any and all necessary government permits and/or approvals have the right to change, alter, raze or add to any Improvements, or any part thereof, now existing or change, alter or add to any Improvements, or any part thereof hereafter erected, constructed or installed on the Property and remove the personal property (the "**Personalty**") installed or placed by Tenant in, on, or about the

Improvements on the Property, assuming Tenant is not in monetary default of this Agreement. Authority acknowledges and agrees that title to all future Improvements and Personalty shall not be in Authority but is and shall remain in Tenant during the term of this Lease.

Subsection 103.2 Delivery and Acceptance of the Property. Tenant will use all reasonable efforts to submit for the appropriate building permits, licenses, and other approvals necessary to construct the Improvements from all appropriate governmental authorities having jurisdiction over the Property. In the event that (a) Tenant is unable to or does not obtain, within one hundred twenty (120) days from the date hereof, such building permits, licenses, and other approvals necessary to construct and maintain the Improvements on the Property from all appropriate governmental authorities having jurisdiction over the Property, or (b) Tenant is unable to or does not obtain, within one hundred twenty (120) days from the date hereof, Authority's approval of the plans and specifications for the Improvements and landscaping design therefore on terms and conditions acceptable to Tenant, then at the sole option of Tenant, Tenant shall have the right to terminate this Lease within thirty (30) days of the expiration of the allotted time periods, in which event neither party shall have any further obligation to the other hereunder, and payments previously made by Tenant to Authority, if any, shall be refunded to the extent they were not to reimburse Authority for out-of-pocket expenses. Tenant may request approval from Authority to extend the foregoing 120-day time periods, and Authority agrees that it will not unreasonably withhold, condition or delay its consent to extend said periods, and further, Authority shall provide such support and assistance as Tenant reasonably requests in connection with obtaining any license, permit or other approval necessary to construct the Improvements and use and occupy the Property as contemplated by Tenant, provided that Authority shall not be required to expend any money or incur any costs and/or expenses in assisting Tenant unless the expenditures and costs were contemplated or required by Authority to be incurred or paid under other provisions of this Lease, under the Master Infrastructure Agreement, or such costs are *de minimis*. Authority does not and cannot guarantee the successful or timely issuance of said approvals, grants, permits, or authorizations.

Subsection 103.3 Construction of Improvements. Without regard to any other provisions of this Lease, any construction in connection with the Property which is the responsibility of Authority pursuant to the Master Infrastructure Agreement, including without limitation extension of utilities to property boundaries and the to-be-constructed roadways and/or

public access ways, shall be timely completed pursuant to the Master Infrastructure Agreement in order to avoid unreasonable delay to Tenant. Any such unreasonable delay(s) caused by the Authority in meeting the foregoing requirements shall automatically extend on a day-for-day extension the Rent Commencement Date(s) unless Tenant undertakes to pursue and complete such improvements itself as provided in Subsection 104.5 of this Lease, in which event there shall be no extension of the Rent Commencement Date(s). Tenant shall submit written notice to the Authority of the application of such automatic extensions to the affected Rent Commencement Date(s) in that event, barring which no such extensions shall be applied.

Subsection 103.4 Compliance with Section 255.05, Florida Statutes/No Lien. Authority and Tenant acknowledge that, as a result of Authority's reversionary interest in any improvements to the Property at the end of the Lease Term, including without limitation the Improvements, as set forth in this Agreement, no individual or entity is entitled to a construction lien on the same as provided in chapter 713, Florida Statutes. Accordingly, Tenant shall be required at its sole cost and expense to comply with the provisions of section 255.05, Florida Statutes, as may be amended from time to time.

SECTION 104. BASE RENT AND ADJUSTMENTS.

Subsection 104.1 Base Rent. Annual base rent due Authority from Tenant shall be calculated and paid as set forth below, commencing on the Rent Commencement Date(s) (as hereinafter defined):

A. Upon each building constructed by Tenant on the Property (each, a "**Building**") receiving its final Certificate of Occupancy, Tenant shall submit to the Authority for review the final as-built survey and legal description for such Building. Upon the Authority's written approval, the final as-built survey and legal description, as applicable for each Building, shall replace Exhibit A and the Property shall be comprised of the acreage shown as such on such as-built survey. The initial annual base rent for the Property shall be equal to twelve percent (12%) of the initial fair market value of the Property, as set forth on Exhibit D attached hereto and incorporated by reference herein (the "**Initial FMV**"). Said initial annual base rent shall then be adjusted or re-calculated as set forth in this Lease. As used in this Lease, the term "base rent" shall mean the annual rent due and payable from Tenant to Authority for the Property, not including taxes, fees, expenses, utilities or other charges related to the Property.

B. Tenant's obligation to pay base rent to Authority hereunder is expressly subject to the rent credits, if any, as set forth in Subsection 104.5 and this Lease.

C. Base rent for the Property shall commence as set forth on Exhibit E attached hereto and incorporated by reference herein, subject to extension as set forth in Section 103.3 above or as otherwise expressly set forth herein. Each date Tenant's obligation to pay base rent to Authority commences as set forth on Exhibit E shall be a "**Rent Commencement Date**" or collectively, the "**Rent Commencement Dates.**"

D. Tenant's obligation to pay base rent to Authority hereunder, as adjusted from time to time pursuant to the terms of this Agreement, shall continue from the applicable Rent Commencement Date(s) through expiration or sooner termination hereof, unless expressly set forth herein. As soon as reasonably possible after each Rent Commencement Date, the parties shall insert such Rent Commencement Date on Exhibit F as then revised and annexed to this Agreement and execute the same; however, no delay in executing Exhibit F hereto shall affect Tenant's obligation to pay rent as set forth above.

E. In addition to the base rent, as may be adjusted from time to time pursuant to the terms of the Agreement, Tenant shall pay to Authority as additional rent any sales tax which may be due under applicable state law on all base rent and any other sums payable hereunder, if applicable, at the rate prescribed by Florida or local law from time to time. Authority agrees to remit such sales tax, if applicable, to the State of Florida or other legal authority as required by law.

F. For the avoidance of doubt, the annual base rent due to the Authority from Tenant as set forth herein shall be payable in equal monthly installments, due in advance on the first (1st) day of each calendar month in accordance with the terms of this Lease.

Subsection 104.2 Service Fee for Off-Site Drainage Service.

Although Tenant's current anticipated site plan for the Property does not require off-property drainage or stormwater management, Tenant shall have the right in its discretion to utilize off-property drainage and/or stormwater storage or management constructed by the Authority, such use to be in accordance with the Master Association Agreement.

Subsection 104.3 Annual Rent Adjustments. Commencing on the first Commencement Date anniversary occurring after the Rent Commencement Dates for the Property have occurred, and each year thereafter on the anniversary of the Commencement Date (the “**Rent Adjustment Date(s)**”), all rent and other Property-related payments and charges due Authority from Tenant as set forth in this Section 104 of this Agreement shall increase by the greater of: (a) any increase in the Consumer Price Index (“**CPI**”) (All urban consumers 1982=100; all items) based on a twelve (12) month period ending ninety (90) days prior to the anniversary date of the Commencement Date, or (b) two and one half percent (2.5%) of the then-current amount, but in no event shall the increase exceed three and one half (3.5%) percent over and above the immediate-prior year’s rent and Property-related payments and charges.

Subsection 104.4 Additional Rent. The term “Additional Rent” shall mean any monetary obligation of Tenant under this Agreement other than Base Rent.

Subsection 104.5 Rent Credits for Completion of Authority Improvements. Within forty-five (45) days of final site plan approval for the Property or such other deadline agreed upon by the parties in writing, Authority and Tenant shall agree on the items to be included in the infrastructure development cost budget (the “**Infrastructure Cost Budget**”), which shall reflect the estimated costs to prepare the Property for development, as more particularly set forth in the Master Infrastructure Agreement. To the extent any of the tasks or items identified in the Infrastructure Cost Budget were the Authority’s financial responsibility pursuant to the Master Infrastructure Agreement, and to the extent Tenant in Tenant’s sole discretion notified the Authority that it would be completing same on the Authority’s behalf in order to mitigate any delays in completion, Tenant shall be entitled to a credit for such costs incurred by Tenant against any sums owed by Tenant to the Authority as and for base rent under this Lease (the “**Rent Credits**”). The amount of Rent Credits available to Tenant pursuant to this paragraph shall equal to the amount actually expended by Tenant for the completion of tasks or items identified in the Infrastructure Cost Budget that were the Authority’s financial responsibility pursuant to this Lease or the Master Infrastructure Agreement. Tenant shall provide all reasonable documentation to Authority upon request to support or otherwise justify the Rent Credits Tenant claims.

ARTICLE 2
AUTHORITY AND TENANT OBLIGATIONS

SECTION 201. COMPLIANCE WITH ALL LAWS. Tenant agrees that it will substantially observe and comply with all laws, ordinances, orders and regulations applicable to the business operated by Tenant on the Property. Authority warrants and represents to the best of its knowledge that on the Commencement Date, the Property is in compliance with all applicable laws, rules, ordinances, orders, and regulations, including, without limitation, laws regarding hazardous wastes.

SECTION 202. REPAIRS, ALTERATIONS AND MAINTENANCE. Authority shall not be obligated to maintain the Property or the Improvements thereon during the Lease Term unless such maintenance is required as a result of the negligence or wrongful acts or omissions of Authority or its officers, directors, employees, agents, assigns, tenants, subtenants, guests, invitees, suppliers, contractors, or subcontractors. Tenant shall maintain the Property and the Improvements thereon in a good, clean and neat condition at its own cost and expense and shall ensure that all regular maintenance and repairs normally and customarily performed by commercial tenants are performed by Tenant on and for the Property and all Improvements thereon. Furthermore, Tenant agrees, at its sole cost and expense, to maintain all of the Improvements, including any parking and service areas, and utilities on and/or servicing the Property in a good state of repair.

Pursuant to the terms of this Lease and the Master Association Agreement, Authority acknowledges and agrees that it shall be solely responsible to maintain in good order all runways, taxiways, taxilanes, ramps, ground run-up enclosures and run-up areas, the compass rose and all other areas of the airfield shared in common with others at the Airport and as currently existing adjacent to or near the Property at its sole cost and expense.

Additionally and without regard to any other term of this Lease, at the expiration or earlier termination of this Lease pursuant to the terms hereof, Tenant shall have thirty (30) days to have conducted on the Property at Tenant's sole cost and expense a Phase 1 Environmental Site Assessment for the Property and shall provide the final, written reports and assessments stemming from said Phase 1 Environmental Site Assessment(s) to Authority within five (5) business days of Tenant's receipt thereof.

SECTION 203. UTILITIES AND SITE ACCESS. The Authority shall provide necessary, adequate and customary utilities to the boundary of the Property in accordance with the Master Infrastructure Agreement. In the event a critical utility (potable water, sewer, electricity, natural gas and/or telecommunications) or adequate transportation access (as required and determined by Tenant in its sole, reasonable discretion) cannot be made available to the Property such that Tenant cannot complete the Improvements in accordance with this Agreement, Tenant may terminate this Lease without prejudice within thirty (30) days of its receipt of written notice from Authority that one or more critical utilities or adequate transportation access cannot reasonably be provided to the Property.

Unless otherwise stated in the Lease, Tenant shall be responsible for any improvements within the Property boundaries necessary for internal site access, as more particularly set forth in the Master Infrastructure Agreement.

Tenant shall have the right to grant any easements, rights of way, and licenses required by any public or quasi-public utility company with respect to the construction, operation and use of the Improvements and Personalty. Authority shall execute any instruments which any such public or quasi-public utility companies may reasonably request or require from Authority; provided, however, that in each case such easement, right of way or license: (i) does not materially impair the value, utility and remaining useful life of the Property, (ii) is reasonably necessary in connection with the construction, operation or use of the Improvements and Personalty, and (iii) does not cause the Property or any portion thereof to fail to comply with all material requirements of law.

SECTION 204. UTILITY CHARGES. Tenant shall be responsible for charges for electricity, water, sewer, telecommunications, solid waste, heat, janitor service or any other utility or service consumed in connection with the occupancy of the Property by Tenant and/or any third party permitted to occupy any such property(ies) by Tenant.

SECTION 205. ADDITIONAL TENANT OBLIGATIONS. The City of Titusville will determine if the Improvements are of sufficient size to require a transportation concurrency study and/or other traffic access studies. Tenant is responsible for all studies and costs associated with this requirement, as well as the assessments and improvements required by the City of Titusville. In addition, Tenant is responsible for all transportation, utility and other

impact fees associated with this project related solely to Tenant's improvements levied by the City of Titusville and/or Brevard County, and Tenant shall be solely entitled to the benefit of any credits provided by such governmental entities related thereto.

A representative of Tenant shall appear at the Authority's regularly scheduled Board of Directors meeting at least once every three (3) months to provide updates to the Authority's Board of Directors on the progress of development and construction of the Property. This provision shall not apply during any periods of time when Tenant is not actively developing and/or constructing improvements upon any of the Property.

SECTION 206. FAILURE OF TENANT TO COMMENCE OR COMPLETE CONSTRUCTION. The Parties acknowledge that the Property may be developed in sub-phases by the Tenant in its discretion but with the obligation to improve said Property, including without limitation to construct the Improvements thereon, remaining a material part and condition of this Lease. Tenant warrants that absent events of Force Majeure as defined in this Lease and absent delays caused by the Authority including delays in the Authority completing its required improvements as set forth herein or in the Master Infrastructure Agreement, Tenant shall be required to commence paying rent to the Authority in accordance with the Rent Commencement Dates set forth Subsection 104.1 of this Lease.

SECTION 207. ADDITIONAL COVENANTS, WARRANTIES AND REPRESENTATIONS OF AUTHORITY. Authority warrants and represents that there are (i) no mortgages, liens or encumbrances on the Property, (ii) no covenants or restrictions applicable to the Property, and (iii) no agreements with third parties which may prevent or impair the Authority from performing any of its covenants under this Lease.

SECTION 208. SIGNS. Tenant shall have the right to erect and maintain such sign or signs on the Property and Improvements as may be permitted by applicable law, ordinances and codes, and Tenant shall have the right to expressly name its facilities as Tenant deems appropriate and allowed under applicable law.

ARTICLE 3 TAXES

SECTION 301. AD VALOREM TAXES. If applicable, pursuant to the terms of this Lease and the Master Association Agreement, Tenant shall pay all ad valorem taxes

levied or assessed against the Property by the appropriate governmental authorities as a result of Tenant's occupancy or use of the Property, whether the billing is addressed to Authority or Tenant, together with all taxes levied against any stock of merchandise, furniture, furnishings, equipment and other property located in, on or upon the Property, including without limitation the Improvements, if applicable. Tenant shall have the right to contest the validity or amount of any ad valorem tax imposed against the Property and the Improvements at Tenant's sole cost and expense. Upon adjudication (including all appeals) of such contest, Tenant shall pay all court costs, interest, penalties and other expenses related to the appeal.

SECTION 302. SOLID WASTE FEES. If applicable, pursuant to the terms of this Lease and the Master Association Agreement, Tenant shall pay all solid waste fees assessed against the Property by the appropriate governmental authorities as a result of Tenant's occupancy or use of the Property, whether the billing is addressed to Authority or Tenant.

SECTION 303. STORM WATER FEES. Pursuant to the terms of this Lease and the Master Association Agreement, Tenant shall pay all storm water fees assessed against the Property by the appropriate governmental authorities (excluding the Authority for the purposes of this Section 303) as a result of Tenant's occupancy or use of the Property.

SECTION 304. EMERGENCY AMBULANCE FEES. If applicable, pursuant to the terms of this Lease and the Master Association Agreement, Tenant shall pay all emergency ambulance fees assessed against the Property by the appropriate governmental authorities as a result of Tenant's occupancy or use of the Property, whether the billing is addressed to Authority or Tenant.

SECTION 305. SECTION 305. OTHER TAXES AND FEES. If applicable, pursuant to the terms of this Lease and the Master Association Agreement, Tenant shall pay any and all lawful and reasonable tax, fee, or assessment that may be levied by third parties as a result of Tenant's occupancy and use of and/or interest in the Property and not known at this time.

SECTION 306. BILL RECEIVED BY AUTHORITY. For the purposes of Sections 301-305, above, should a billing be addressed to the Authority that Authority believes is the responsibility of Tenant, Authority shall provide the bill to the Tenant promptly. Should Authority not provide the billing to Tenant within an appropriate time such that Tenant may contest

the amount or pay timely, Authority shall be responsible for all losses suffered by Tenant as a result of Authority's tardiness in providing the billing to Tenant. Further, Tenant shall have the right to contest the validity or amount of any ad valorem tax, assessment or fee imposed against the Property and/or the Improvements at Tenant's sole cost and expense.

**ARTICLE 4
INSURANCE AND INDEMNITY**

SECTION 401. LIABILITY INSURANCE. In addition to such insurances as may be required by law, Tenant shall maintain or cause to be maintained, without lapse or material change, for so long as it occupies the Property and/or the Improvements thereon, the following insurance:

(A) Commercial General Liability Insurance, including Contractual Liability, to cover Tenant's personal property, Improvements and operations in an amount not less than \$5,000,000.00, per-occurrence for bodily injury and property damage. Authority must be shown as an additional insured with respect to this coverage. A combination of umbrella or excess liability insurance may be combined with such commercial general liability insurance to arrive at such annual policy aggregate amount. In the event that Tenant's available coverage falls below the per occurrence amount shown above, Tenant shall secure a new certificate of insurance evidencing the required coverage. Tenant acknowledges that Authority reserves the right not to accept policies with deductibles in excess of \$50,000.00.

(B) Automobile Liability Insurance covering all owned, non-owned and hired vehicles (including ground or mobile equipment) used by Tenant in connection with its operations under this Lease in an amount not less than:

(1) \$1,000,000.00 combined single-limit, per-occurrence for bodily injury and property damage covering all vehicles used by Tenant in connection with its business operation; and

(2) \$1,000,000.00 combined single-limit, per-occurrence for bodily injury and property damage covering such vehicles when being used by Tenant off of the Airport.

(3) A combination of umbrella or excess liability insurance may be combined with such Automobile Liability insurance to arrive at limits outlined in B(1) and B(2).

(C) A policy of insurance, if applicable, such as a Pollution Legal Liability (PLL) policy if compliant herewith, in a coverage amount not less than \$1,000,000.00 single-limit, per-occurrence intended to provide coverage for environmental risks, including without limitation hazardous materials (unknown), spill or seepage of pollutants or other hazardous materials or waste, negligent or otherwise improper disposal of waste and other risks related to Tenant's use of the Property. The Authority shall be included in the policy as an additional insured.

(D) The insurance coverages required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of Tenant under this Agreement. All insurance policies required pursuant to the terms of this Agreement shall be issued by companies approved to do business under the laws of the State of Florida or an eligible surplus lines insurer. Such companies must be rated no less than "B" as to management, and no less than "V" as to strength, in accordance with the latest edition of "Best's Insurance Guide," published by A.M. Best Company, Inc., or its equivalent, subject to approval of Authority.

SECTION 402. PROPERTY INSURANCE.

(A) Builders Risk and Hazard Insurance: Tenant, at its sole cost and expense throughout the Lease Term, shall maintain or cause to be maintained the Improvements insured on an "All Risk" basis in an amount not less than 100% of the full replacement value of the Improvements against loss or damage (in excess of a reasonable per occurrence deductible amount, which shall be the responsibility of Tenant) by fire, lightning, tornado, hurricane, windstorm, hail, flood, explosion, riot, riot attending strike, civil commotion, vandalism and malicious mischief, water leakage or seepage, sprinklers and sprinkler leakage, aircraft, vehicles and smoke, or any other casualty to the extent such coverage is commercially available at commercially reasonable rates. The full replacement value of the Improvements shall be established as of the first Commencement Date of this Lease and shall be established at intervals of not more than three (3) years thereafter. Any deficiency in the amount of the proceeds from such property insurance resulting from a failure by Tenant to properly establish the full replacement value of the Improvements shall be the sole responsibility of Tenant, and Tenant shall be liable therefor. In addition, subject to the rights of any Tenant note or mortgage/prior lien holder, Authority shall be shown on the policies as a loss payee as its interests may appear and as required pursuant to this Agreement.

(1) Damage or Destruction and Restoration of the Improvements: In case of substantial damage to or destruction of all or a portion of the Improvements, Tenant shall give prompt notice thereof to Authority, and Tenant shall promptly commence and complete with due diligence (subject only to Force Majeure and insurance adjustment and receipt of insurance proceeds), the restoration of the damaged or destroyed portion of the Improvements as nearly as reasonably practicable to the value and condition thereof immediately prior to such damage or destruction. In the event of such damage or destruction, the proceeds of all property insurance policies related to the damaged or destroyed portion of the Improvements shall be used to restore the facility to make it function for the uses permitted under this Lease. Tenant shall receive reimbursement from the proceeds of all applicable property insurance policies it has procured in restoring the Improvements to their pre-loss condition as set forth in this paragraph to the extent determined by Tenant, and Tenant shall be obligated to provide any additional monies necessary for such restoration as determined by Tenant. Notwithstanding the foregoing, Tenant's obligation to rebuild shall be expressly contingent on the availability of sufficient insurance proceeds including availability of such proceeds being made available from any lender of Tenant.

(2) Damage or Destruction Near End of Agreement: Within the last five (5) years of the Initial Term or any Renewal Option Period, as applicable, in case of damage to or destruction of all or a portion of the Improvements, Tenant shall have the right within thirty (30) days of the damage to give notice to Authority ("**Notice of Damage Termination**") of the loss and elect not to restore the Property, but rather to assign all applicable proceeds of all property insurance policies to the Authority to the extent the proceeds are applicable to Improvements (and not Personalty) and terminate the Agreement effective one hundred twenty (120) days after the Notice of Damage Termination is sent to the Authority.

(B) Business Interruption Insurance: Tenant at its sole cost and expense throughout the Lease Term and any extension hereof shall maintain business interruption insurance, at a minimum, in an amount sufficient to continue making all payments hereunder and maintaining the insurance required hereunder during the rebuilding period as a result of damage to the Improvements.

SECTION 403. INSURANCE CERTIFICATES. Prior to the commencement of operations hereunder and annually thereafter, Tenant shall furnish or cause to be furnished certificates of insurance to Authority which certificates shall clearly indicate that:

(A) Tenant has obtained insurance in the types, amounts and classifications as required for compliance with this Lease;

(B) *Intentionally Deleted;*

(C) Authority is included as a loss payee with respect to builders risk and property insurance policies as their interest may appear; and

(D) On said insurance certificates, liability coverage shall include contractual liability and notification of cancellation.

SECTION 404. ADDITIONAL INSURANCE. The parties acknowledge that, should the industry standards for insurance coverages being required for comparable properties and uses exceed the minimum insurance amounts set forth in this Lease, the parties will negotiate in good faith to reasonably review such requirements amend this Article 4 as mutually agreed.

SECTION 405. COMPLIANCE. Compliance with the requirements of this Article 4 shall not relieve Tenant of its liability under any other portion of this Lease or any other agreement between Authority and Tenant, and Tenant's obligations to Authority hereunder are not limited to available insurance proceeds unless otherwise provided in the Lease.

SECTION 406. RIGHT TO EXAMINE. Authority reserves the right, upon reasonable notice to Tenant, to examine true copies of applicable portions of policies of insurance (including but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. Tenant agrees to permit such inspection.

SECTION 407. PERSONAL PROPERTY. Any personal property of Tenant or of others placed in or on the Property, Improvements and anywhere else at Authority-owned property(ies) shall be at the sole risk of Tenant or the owners thereof, and Authority shall not be liable for any loss or damage thereto, except to the extent such loss or damage was caused by the negligence or wrongful acts or omissions of the Authority officers, directors, employees,

agents, assigns, subtenants, guests, invitees, suppliers, contractors, or subcontractors, as limited or otherwise affected by section 768.28, Florida Statutes.

SECTION 408. INDEMNITY. Each party (the “**Indemnifying Party**”) shall indemnify and hold harmless the other party and/or its officers, directors, employees, agents and assigns, (the “**Indemnified Party**”) from any and all liability, losses or damages, including reasonable attorneys’ fees and costs of defense, that Indemnified Party incurs or may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the negligence or wrongful acts and/or omissions of the Indemnifying Party and/or its officers, directors, employees, agents or assigns. The Indemnifying Party shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or action of any kind or nature in the name of Indemnified Party, where applicable, including appellate proceedings, and shall pay costs, judgments and reasonable attorney’s fees which may issue thereon. The Indemnifying Party expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by such Indemnifying Party shall in no way limit its responsibility to indemnify, keep and save harmless and defend the Indemnifying Party and/or its officers, directors, employees, agents or assigns as herein provided. The obligation of Indemnifying party hereunder shall survive the termination of this Lease. The Indemnifying Party’s obligation to indemnify the Indemnified Party hereunder shall in no way affect, abridge or amend an Indemnifying Party’s right to assert governmental or sovereign immunity as to any claims, other than those by the parties or their respective permitted transferees and assignees, including without limitation the immunity afforded under section 768.28, Florida Statutes.

ARTICLE 5 PREVENTION OF USE OF THE PROPERTY

If, after the Commencement Date, Tenant is precluded or prevented from constructing or operating the Improvements on the Property as contemplated by Tenant by reason of any change in any zoning law, zoning ordinance or zoning regulation of any public authority having jurisdiction over the Property other than the Authority, and such prohibition shall continue for a period of at least ninety (90) days, then Tenant may terminate this Lease by giving to Authority not less than thirty (30) days prior written notice of termination.

Tenant shall also have the right to contest such change in use and /or to seek reimbursement from the applicable governing authority instituting the change through eminent domain or similar action for any infrastructure development costs actually incurred by Tenant prior to such change. If all or any portion of the Property shall be taken under a power of eminent domain, the compensation or proceeds awarded for the taking of the fee title in the land constituting the Property subject to this Lease shall belong to the Authority, and the compensation or proceeds awarded for the value of Tenant's leasehold interest, the taking of the Improvements or any part thereof, damage to any business or operations conducted on the Property, and moving expenses and relocation costs shall belong to Tenant. If the taking is to such an extent that it is impracticable for Tenant to continue the operation of its business on the Property, Tenant shall have the option to terminate this Lease upon written notice to the Authority given within thirty (30) days of Tenant's receipt of an official notice of condemnation. If Tenant does not exercise its option to terminate this Lease pursuant to this paragraph, the Lease shall continue in full force and effect except that the rent due hereunder shall be reduced in proportion to the amount of land taken on a square footage basis. Nothing in this paragraph shall prevent the Authority and/or Tenant from seeking any and all damages sustained by such party from the condemning authority by reason of the exercise of the power of eminent domain.

This provision shall not apply once construction is physically commenced on the Property in which event other provisions of the Lease shall apply, such as Force Majeure and Eminent Domain.

ARTICLE 6 DEFAULT BY TENANT

SECTION 601. EVENT OF DEFAULT. As used in this Lease, the term "event of default" shall mean any of the following:

(A) Any failure to pay any sums due Authority under this Lease, including without limitation base rent and Additional Rent, where such failure to pay is not cured within thirty (30) days following written notice to Tenant by Authority;

(B) Other than for non-payment of sums due Authority, the failure of the Tenant, after receipt of written demand from Authority specifying the nature of the default, to fulfill any duty or obligation imposed on Tenant by this Lease within seventy five (75) days of

said written demand unless a different cure period is specifically provided elsewhere in this Lease or, if such default cannot be cured within seventy five (75) days, to commence to remedy or correct such default and to diligently pursue cure of such default throughout the seventy five (75) day cure period and diligently thereafter through complete cure;

(C) The appointment of a receiver for Tenant, Tenant filing a petition seeking bankruptcy protection of any kind, the assignment by the Tenant for the benefit of creditors and/or the participation by the Tenant in any other insolvency proceeding, except if such appointment, order, assignment or proceeding is stayed, dismissed or vacated within ninety (90) days of the commencement thereof; or

(D) The taking of the entirety of the leasehold interest of the Tenant hereunder pursuant to an execution on a judgment, but expressly excluding foreclosure and condemnation.

SECTION 602. DELINQUENT PAYMENTS. If any rent payment, including any Additional Rent, due to Authority pursuant to this Lease is not paid (the “**Delinquent Payment**”) within fifteen (15) days of the date the same is due, the Delinquent Payment shall bear interest at the rate of three percent (3%) per annum (the “**Interest Rate**”) until the date the same is paid in full to Authority. If the Delinquent Payment is not paid by Tenant within thirty (30) days following notice of monetary default from Authority to Tenant, then the Delinquent Payment shall thereafter bear interest at the maximum allowable rate under Florida law (“**Default Interest Rate**”) until the date the same is paid in full to Authority.

SECTION 603. AUTHORITY’S REMEDY UPON DEFAULT. Upon the happening of any event of default beyond any applicable cure period(s), the Authority may, at its option, terminate this Lease and obtain possession of the Property from Tenant through any lawful means and without prejudice to any other remedy available to Authority, provided however, that as a prerequisite to Authority’s termination of this Lease or of Tenant’s right of possession of the Property (unless otherwise addressed elsewhere in this Lease as to a specific event of default), the Authority shall deliver written notice to Tenant of said event of default and notice of Authority’s intent to terminate this Lease (“**Notice of Intent to Terminate**”) effective one hundred twenty (120) calendar days after the delivery of the Notice of Intent to Terminate to Tenant and any leasehold mortgagee (“**Final Cure Period**”). Tenant and any leasehold mortgagee shall then have the right to cure the event of default during the Final Cure Period. Should Tenant (or any leasehold

mortgagee) not cure the event of default within the Final Cure Period, unless Authority consents in writing or a longer cure period is provided elsewhere in this Lease as to a specific event of default, the Lease shall be terminated.

**ARTICLE 7
DEFAULT BY AUTHORITY**

Authority shall be in default if Authority fails to perform any of its covenants, agreements or other obligations under this Lease or under the Master Infrastructure Agreement, and such failure continues for a period of seventy-five (75) days after receipt by Authority of written notice from Tenant of such failure, or, in the event of an emergency, reasonably promptly after written notice. Should Authority default, Tenant shall have the right (but not the obligation) to take such actions and to expend such monies as are reasonably necessary to correct the Authority's failure to perform if and only if: (1) the Authority fails to commence and continue to cure the default within the 75-day cure period, or (2) the Authority provides written notice to Tenant that it cannot cure its alleged failure to perform. In such event, Tenant may expend such sums as are reasonably necessary to cure Authority's default, and no approval of the reasonable sums by the Authority is necessary. Tenant shall be entitled to offset the cost to cure, plus an administrative fee of five percent (5%) of such costs incurred by or on behalf of Tenant, against its next monthly rent payment(s) and continue applying the offset as a credit until the credit is used up. The foregoing rights of self-help and set-off shall be in addition to, not in lieu of, any rights and remedies which Tenant has at law, in equity or under this Lease.

**ARTICLE 8
REAL ESTATE COMMISSION**

Authority and Tenant covenant and warrant one each to the other that it has not authorized any person, firm or corporation as a real estate agent or broker to deal on behalf of Authority with Tenant or Tenant with Authority. The provisions of this Article 8 are subject to the indemnifications of Subsection 408, above.

**ARTICLE 9
IDENTITY OF INTEREST**

The execution of this Lease or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between Authority and Tenant the

relationship of principal and agent or of a partnership or of a joint venture, and the relationship between them shall be and remain only that of landlord and tenant.

ARTICLE 10 NOTICES AND REPORTS

Any notice, report, statement, approval, consent, designation, demand or request to be given or any option or election to be exercised by a party in writing under the provisions of this Agreement shall be deemed to have properly been given on the earlier of (i) when delivered by hand in person, (ii) three (3) days after deposit in the U.S. Mail, postage prepaid, and sent by registered or certified mail, return receipt requested, (iii) one (1) business day after deposit with a nationally recognized overnight delivery service, e.g., FedEx or UPS, or (iv) when transmitted by e-mail to the e-mail address for each party set forth, provided that in all cases a copy of such e-mail notice is also sent out by one of the methods set forth in clauses (i) through (iii) above no later than the next business day after such e-mail transmission. All such notices shall be addressed to the respective parties at the respective addresses set forth below:

Authority:

Director of Airports
Titusville-Cocoa Airport Authority
355 Golden Knights Blvd.
Titusville, FL 32780
Email: kdaugherty@flyspacecoast.org

With a required copy to:

General Counsel
Titusville-Cocoa Airport Authority
c/o WhiteBird, PLLC
2101 Waverly Place
Melbourne, FL 32901
Email: abird@whitebirdlaw.com
ambservices@whitebirdlaw.com

Tenant:

c/o Hines Interests Limited Partnership
444 West Lake Street
Suite 2400
Chicago IL 60606
Attn: Steve Luthman
E-mail: Steve.Luthman@hines.com

and

Space Coast Innovation Park, LLC
355 Golden Knight Blvd., Suite #3
Titusville, Florida 32780
Attention: Kathleen Yonce
Email: Kathleen@consultkey.com

With a required copy to:

c/o Hines Interests Limited Partnership
383 17th Street NW
Suite 100
Atlanta, Georgia 30363
Attn: Michael T. Harrison; Ryan D. Wood
E-mail: Michael.Harrison@hines.com; Ryan.Wood@hines.com

and

Eversheds Sutherland (US) LLP
999 Peachtree Street, N.E., Suite 2300
Atlanta, Georgia 30309
Attn: D. Clayton Howell
Email: clayhowell@eversheds-sutherland.com

and

Lawrence Silvestri
Silvestri Law, P.A.
111 2nd Avenue, Suite 908
St. Petersburg, FL 33701
Email: Larry@SilvestriLawPA.com

Provided, however, that either party may designate a different address from time to time by giving to the other party notice in writing of the change. Any payments to Authority under this Agreement shall be made by Tenant at Authority's address provided in this Article 10 hereinabove.

**ARTICLE 11
MEMORANDUM OF LEASE**

Either party may file a Memorandum of this Lease with the Brevard County Property Appraiser's Office or have the same recorded by the Brevard County Clerk of Court at the recording party's expense.

**ARTICLE 12
ENTRY OF AUTHORITY**

Authority may enter the Property, except as set forth hereinbelow, during Tenant's normal business hours with reasonable advance notice (not less than three (3) business days, except in emergencies constituting an immediate threat to life or property) and subject to Tenant's reasonable security rules and regulations as follows:

- (A) To inspect or protect the Property;
- (B) To determine whether Tenant is complying (as required under this Lease) with the applicable laws, orders or regulations of any lawful authority having jurisdiction over the Property or any business conducted therein; or
- (C) To show the Property to prospective tenants or buyers during the last six (6) months of the Lease Term.

In exercising its entry rights under this Article, Authority shall use all reasonable efforts to not disturb Tenant's conduct of business and use of the Property and/or that of any of Tenant's subtenants.

**ARTICLE 13
LEASE EXPIRATION**

At the expiration of the Lease, all improvements erected on the Property, including without limitation the Improvements, shall become the sole property of Authority, and Tenant hereby knowingly and voluntarily waives any claims related to the same, including without limitation claims for unjust enrichment or any other legal or equitable relief seeking value of any kind for such Improvements. Any and all Personalty, trade fixtures, signs, moveable equipment, and other personal property placed on the Property by Tenant in which Tenant (or its lenders) has (have) legal or equitable title shall remain Tenant's sole property, and Tenant shall have the right to remove the same within ten (10) business days after expiration of the Lease, provided any

damages caused by such removal are repaired by Tenant at the time of removal and provided, further, that Tenant is not in material default of the Lease. In the event Tenant is not in material default of the Lease and fails to remove all of its personal property within ten (10) business days after expiration of the Lease, the Authority will provide written notice to Tenant and an opportunity to remove personal property from the Property within thirty (30) days of Tenant's receipt of the notice. Should Tenant fail to remove the personal property after the thirty (30) days of receipt of the notice, said failure to remove shall be deemed to be an abandonment of the property. In the event of such abandonment, Authority shall have the right to remove and sell or dispose of the personal property without any liability to the Tenant which obligation shall survive the expiration of or termination of the Lease Term. All monies received from any sale or disposal of the personal property by Authority shall first be used to reimburse Authority for any expenses incurred including without limitation reasonable attorney's fees and costs of all kind and nature and any expenses related to removal, storage and/or sale of said personal property, and the balance remaining after setting off any sums still owed by Tenant to Authority shall be remitted to the Tenant.

ARTICLE 14 QUIET ENJOYMENT

Subject to the provisions of this Lease, Authority covenants that Tenant, on paying all sums due hereunder and fully and timely performing the covenants of this Lease on its part to be performed within applicable notice and cure periods set forth in the Lease, shall and may peaceably and quietly have, hold, and enjoy the Property for the Lease Term. Authority represents that it has authority to execute this Lease, that it has obtained all necessary governmental authorizations or approvals to execute this Lease and that this Lease constitutes a valid and binding obligation of Authority, enforceable against Authority in accordance with its terms.

ARTICLE 15 GOPHER TORTOISE AND OTHER PROTECTED SPECIES RELOCATION

Tenant shall obtain all required permits or licenses and shall relocate any gopher tortoises found on the Property to appropriate and legal gopher tortoise preserve(s) or such other location as may comply with all applicable law. Tenant shall pay the cost of such relocation. If any other species of plants or animals are identified on the Property at any time that have been listed as endangered, threatened, of special concern or protected in any respect pursuant to any

applicable federal, state or local laws or regulations, the removal of or mitigation for which has any impact upon the construction of the Improvements or Tenant's use and occupancy, Authority and Tenant shall cooperate to expedite the removal or mitigation of such condition by Tenant at Tenant's sole cost and expense; any performance deadlines of either party effected by such condition shall be extended. Proper permits for the removal and relocation of any animal or plant, if required, shall be obtained by Tenant from the applicable governmental authority and removal and relocation of such animals or plants shall be performed in accordance with state statute or the regulations of all applicable government authorities.

ARTICLE 16 AIRPORT SECURITY

Tenant shall comply with applicable Authority security access control, to include, but not limited to, all doors and gates that access the Airport Operations Area (AOA) if applicable to the Property. Any changes or modifications regarding access will need prior written approval from the Airport Security Coordinator (ASC) or his/her designee. Tenant shall comply with all reasonable security directives as outlined in the Airport Security Program (ASP) and should direct any questions or concerns about Authority security matters to the ASC. Any of Tenant's employees who may be required to have access to the AOA must comply with Authority badging requirements. As long as Tenant takes appropriate steps to train, monitor and discipline its employees, agents, contractors and subcontractors concerning the Authority's security requirements, Tenant shall not be in default of this Lease for violations of the Authority's security requirements by its employees, agents, contractors and subcontractors.

Additionally, Authority recognizes and acknowledges that Tenant will be enacting and enforcing its own security protocols necessary for Tenant's operation of its business on the Property and consents to the same to the extent they are not in conflict with existing Airport security protocol.

ARTICLE 17 RULES AND REGULATIONS

The current Rules and Regulations for the Authority are attached as Exhibit G (the "**Rules and Regulations**"). From time to time Authority may adopt and amend the Rules and Regulations with respect to the occupancy and use of the Property and Authority owned property;

provided that if any change in the Authority's Rules or Regulations drives additional cost to Tenant, Tenant either shall be afforded a waiver from such new or amended Rules and Regulations or an equitable adjustment shall be made in Tenant's rent to offset the additional costs of complying with such new or amended Rules and Regulations. Tenant shall observe and obey such Rules and Regulations and shall require its officers, directors, employees, agents, assigns, subtenants, guests, invitees, suppliers, contractors, and subcontractors to observe and obey the same (provided that Tenant will not be deemed to have violated any new rule or regulation unless the Authority has provided at least thirty (30) days prior notice of such change to Tenant). Authority reserves the right to deny access to the Property, Authority-managed airports and airfields and/or Authority facilities to any person or entity that repeatedly fails or refuses to obey and comply with such Rules and Regulations and/or any applicable laws. Authority's Rules and Regulations will not be inconsistent with the terms of this Lease nor with valid rules, regulations orders and procedures of the Federal Aviation Administration or any superior government authority duly authorized to make or enforce rules and regulations for the operation of the Airport and the operation of aircraft using the Airport. Additionally, to the extent any change to the Authority's Rules and Regulations affects Tenant's then-existing Improvements, Personalty, site plans and/or business operations, Tenant's affected Improvements, Personalty, site plans and/or business operations shall be "grandfathered" in and not affected by such changes to the Rules and Regulations to the extent such changes are not reflective of any change in applicable and mandatory law or regulation to which the Airport and/or Authority are subject.

ARTICLE 18 MINIMUM STANDARDS

In addition to the covenants herein contained, this Lease is further subject to the applicable provisions of those certain minimum standards pertaining to tenants as adopted by the Authority (the "**Minimum Standards**"). The current Minimum Standards are attached as part of Exhibit G. For the avoidance of doubt, any third party subleasing a portion of the Property shall not be required to comply with the Minimum Standards attached as Exhibit G hereto unless such tenant is providing "Aeronautical Services."

**ARTICLE 19
HEIGHT RESTRICTIONS**

Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Property to such a height so as to comply with Federal Aviation Regulations, Part 77, as applicable to the Property, and as amended from time to time if such amendments are made after the Commencement Date and are retroactive. Authority shall, to the extent it is able, assist and work with Tenant for Tenant to submit to the FAA for approval of the height of the Improvements such that the FAA may determine that the planned Improvement will not violate the height requirements underlying Federal Aviation Regulations, Part 77, as of the Commencement Date of this Lease.

Tenant expressly agrees for itself, its successors and assigns, to prevent any use of the Property by, through or under Tenant which would interfere with or adversely affect the operation or maintenance of any Authority owned airport and/or airfield, or otherwise constitute an airport hazard. Authority covenants and acknowledges that the use of the Property as proposed by Tenant does not and will not, to Authority's knowledge, interfere with or adversely affect the operation or maintenance of the airport or otherwise constitute an airport hazard.

Authority reserves unto itself, its successors and assigns for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the Property, together with the right to cause in such airspace such noise as may be permitted by law and inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the airspace, and for use of said airspace for landing on, taking off from, or the operation of, any Authority owned airport and/or airfield.

**ARTICLE 20
NONDISCRIMINATION**

(A) Tenant for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration for this Lease, does hereby covenant and agree, as a covenant running with the land comprising the Property, that in the event Improvements are constructed, maintained, or otherwise operated on the Property for a purpose for which a Authority of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in

compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Authority of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Authority of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

(B) Tenant, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration for this Lease, does hereby covenant and agree, as a covenant running with the land comprising the Property, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination, and (3) that Tenant shall use the Property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Authority of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed including exercise or expiration of appeal rights. The remedies for breach of this provision shall be limited to those remedies provided under said regulations. Nothing herein shall be interpreted or deemed to preclude Tenant from complying with all applicable export control laws and regulations and applicable government security requirements.

ARTICLE 21 WARRANTIES

Authority warrants that upon the Commencement Date, the Property will be free and clear of all encumbrances except ad valorem taxes, if applicable, for the current calendar year and easements and restrictions of record; that there are no easements, restrictions of record, environmental condition or other condition which will (i) impair, preclude or adversely affect Tenant's use and development of the Property, as contemplated by this Lease, (ii) interfere with Tenant's rights under this Lease, or (iii) interfere with Authority's ability to perform its covenants and obligations under this Lease; that Authority has full power and authority to execute this Lease

and that it will warrant and defend the leasehold interest created hereby against all parties whomsoever and that Tenant upon observing and complying with the terms, covenants and conditions of this Lease shall enjoy the quiet and undisturbed use and occupancy of the Property during the Lease Term. Apart from the warranties provided in this paragraph and elsewhere in the Lease, Authority makes no representations and provides no other warranties concerning the Property and/or its use.

ARTICLE 22 ASSIGNMENT AND SUBLETTING

Except for any Exempt Assignment as provided in this Article 22, Tenant shall not assign this Lease or any portion thereof, or otherwise transfer any right or interest hereunder, without the prior written consent of Authority, which consent shall not be unreasonably withheld, delayed or conditioned. Following an Exempt Assignment (defined below) or any other assignment of Tenant's interests hereunder which is approved by the Authority pursuant to this Article 22, Tenant shall be fully released from all obligations post-assignment as related to those portions of this Lease validly and duly assigned. The term "**Exempt Assignment**" as used in this Article 22 is defined as any of the following assignments, which shall not require consent of the Authority:

- a. Any bona fide mortgage or mortgage of the Tenant's interest under this Agreement;
- b. The acquisition by any mortgagee or mortgagee of the Tenant's interest under this Agreement or its designee of the interest through the exercise of any right or remedy of such mortgagee or mortgagee of such interest under a bona fide mortgage or mortgage of such interest, including any assignment of the interest to a mortgagee or the mortgagee of such interest or its designee made in lieu of foreclosure;
- c. Any foreclosure sale by any mortgagee or mortgagee of the Tenant's interest under this Agreement pursuant to any power of sale contained in a bona fide mortgage or mortgage of such interest;
- d. Any sale or assignment of the interest of the Tenant's interest under this Agreement by any mortgagee or mortgagee of the Tenant's interest under this Agreement (or its designee) which has acquired the interest by means of any transaction described above; and

e. Any sale or assignment of the Tenant's interest hereunder to any Qualified Real Estate Investor (defined below).

“Qualified Real Estate Investor” means any of the following:

- a. Any Institutional Investor; or
- b. Any person or entity domiciled within the United States of America and having a minimum net worth of \$10,000,000 (either itself or in its direct or indirect constituent members or partners), as certified by a reputable firm of certified public accountants; or
- c. Any partnership, corporation, limited liability company or other person or entity directly or indirectly controlling, controlled by or controlled with any person or entity described in (ii) above.

“Institutional Investor” means any of the following persons:

- a. Any savings bank, savings and loan association, commercial bank, or trust having shareholder equity (as determined in accordance with GAAP accounting) of at least \$50,000,000;
- b. Any college, university, credit union, trust or insurance company having assets of at least \$50,000,000;
- c. Any employment benefit plan subject to ERISA having assets held in trust of \$50,000,000 or more;
- d. Any pension plan established for the benefit of the employees of any state or local government, or any governmental authority, having assets of at least \$50,000,000;
- e. Any limited partnership, limited liability company or other investment entity having either (A) total assets under ownership or management of at least \$50,000,000, or (B) committed capital of at least \$50,000,000;
- f. Any corporation, limited liability company or other entity having shareholder equity (or its equivalent for non-corporate entities) of at least \$50,000,000;
- g. Any lender of substance which performs real estate lending functions similar to any of the foregoing, and which has assets of at least \$50,000,000; and
- h. Any partnership, corporation, limited liability company or other person or entity directly or indirectly controlling, controlled by or controlled with any person or entity described in any of (a)-(g) above.

The Director of Airports for the Authority shall be vested with authority to review, approve and execute commercially reasonable consents and Non-Disturbance Agreements related to subleases or sub-subleases, as applicable. Any proposed consent or Non-Disturbance Agreements shall be submitted by the Tenant to the Director of Airports for review and comment in writing. The Director of Airports shall have twenty (20) days from the date of receipt to provide written comments to Tenant on any submitted consents and Non-Disturbance Agreement drafts.

The parties agree and acknowledge that Tenant is leasing the Property for the purpose of constructing buildings and other improvements thereon that will not be occupied by Tenant but, rather, will be mostly or entirely sublet to third parties for occupancy and use. Tenant shall have the right, without the consent of Authority, to sublet all or a portion of the Property to a third party, provided that any such sublease is expressly subject and subordinate to this Agreement and does not release Tenant from its obligations under this Agreement. Tenant is and shall remain liable to Authority should Tenant sublet any portion of any of the Property to any third party where such sublease causes a breach and/or violation of any applicable rule, regulation and/or law (the “**Governing Authorities**”), including without limitation those promulgated enforced by the Federal Aviation Administration, regardless of whether Tenant was aware that such sublease was violative of any such applicable rule, regulation or law. Additionally, should Tenant sublet any portion of the Property in violation of the Governing Authorities, said sublease shall be null and void, and Tenant shall be solely liable for any and all damages or liabilities of any kind related to such sublease, including without limitation any claim brought by the subtenant. In the event of a void sublease as set forth above, Tenant shall take all reasonable steps to remove the subject subtenant from the Property at Tenant’s sole cost and expense, including without limitation instituting an eviction and/or ejectment action to remove such subtenant from the Property. Tenant shall indemnify and hold Authority harmless from any and all expenses, claims and liabilities arising out of this Article 22 and/or Tenant’s subleases.

Tenant shall maintain with Authority a written and/or electronic list of existing subtenants occupying any of the Property and shall update said list with Authority each month no later than the 15th day of each month.

In addition, notwithstanding anything to the contrary contained in this Agreement, provided Tenant shall give Authority written notice of the same, Authority’s consent shall not be

required in connection with an assignment of this Lease or any part thereof to any entity which is controlled by, under common control with, or which controls Tenant, or in which Tenant holds an equity interest, or any entity which acquires all or substantially all of the ownership interest in or assets of Tenant or into which Tenant is merged or consolidated.

ARTICLE 23
ENVIRONMENTAL REPRESENTATIONS, WARRANTIES, AND
INDEMNIFICATION

SECTION 2301. ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES BY TENANT. Tenant represents and warrants that it will comply and will be in compliance in all material respects with all applicable federal, state and local environmental laws, regulations, codes or ordinances, as it relates to the Property commencing after its occupancy thereof. The parties recognize that Tenant's operation may involve the use of hazardous substances (as defined in the Comprehensive Environmental Compensation and Liability Act of 1980, as amended, the Resources Conservation and Recovery Act of 1986, as amended, or any successor or similar law). Any hazardous substances used by Tenant, its assigns, subtenants, agents or contractors at the Property will be processed, discharged, stored, treated, disposed of or managed by Tenant, its assigns, subtenants, agents or contractors at the Property in accordance with all federal, state and local environmental laws, regulations, codes or ordinances.

SECTION 2302. ENVIRONMENTAL INDEMNIFICATION BY TENANT. Tenant hereby agrees to indemnify, defend and hold Authority harmless from and against any and all claims, lawsuits, losses, liabilities, damages, and expenses (including without limitations cleanup costs and reasonable attorney's fees arising by reason of the aforesaid or an action against Tenant under this indemnity) resulting directly or indirectly from, out of or by reason of (i) any hazardous waste being located on the Property which is directly attributed to Tenant, its officers, directors, employees, agents, assigns, subtenants, guests, invitees, suppliers, contractors, or subcontractors, or (ii) any breach of Section 2301, above, or (iii) an Environmental Complaint occurring as a direct result of occupancy of the Property by Tenant, its subtenants or assigns and which is determined by applicable authorities and adjudication to be the responsibility of Tenant under this Lease. "Environmental Complaint" as used in the Lease means any complaint, order, citation or notice from a governmental entity with regard to any federal, state or local environmental laws, regulations, codes or ordinances.

SECTION 2303. ENVIRONMENTAL REPRESENTATIONS BY

AUTHORITY. Authority represents and warrants to Tenant that no hazardous or toxic waste or substances exist on (or under) the Property beyond what was reported in that certain “Phase 1 Environmental Site Assessment Report” dated June 19, 2019 attached hereto as Exhibit H, and that the Property, upon the execution date of this Lease, complies with all applicable federal, state and local environmental laws, regulations, codes or ordinances. Authority represents and warrants that it will comply and will be in compliance in all material respects with all applicable environmental laws, ordinances, orders or decree of all federal, state and local environmental laws, regulations, codes or ordinances, as it relates to the Property with respect to ownership of the Property. Should hazardous substances be discovered in the Property that are not attributed to Tenant, its officers, directors, employees, agents, assigns, subtenants, guests, invitees, suppliers, contractors, or subcontractors, or should Authority breach its obligations under this Article, Authority shall take all actions necessary to comply with all environmental laws and shall, at Authority’s sole cost and expense, perform any required remediation necessary to remedy the condition without unreasonable interference with Tenant’s business. Authority hereby agrees, subject to and without waiving its right to assert any form of governmental and/or sovereign immunity as to claims made by anyone other than the Tenant or its permitted transferees and assignees, including that set forth in section 768.28, Florida Statutes, to indemnify, defend and hold Tenant harmless from and against any and all claims, lawsuits, losses, liabilities, damages, and expenses (including without limitations cleanup costs and reasonable attorney’s fees arising by reason of the aforesaid or an action against Tenant under this indemnity) resulting directly or indirectly from, out of or by reason of (i) any hazardous waste being located on (or under) the Property prior to the date of this Lease, and (ii) any hazardous waste being located on (or under) the Property which was not caused or necessitated by the actions of Tenant, its officers, directors, employees, agents, assigns, subtenants, guests, invitees, suppliers, contractors, or subcontractors.

**ARTICLE 24
INTENTIONALLY OMITTED**

**ARTICLE 25
MORTGAGE INTEREST**

SECTION 2501. MORTGAGE INTEREST. Notwithstanding any provision of this Lease to the contrary, the provisions hereinafter set forth shall apply to the holder of record of a first mortgage on Tenant's leasehold interest in the Property:

(A) Tenant and any permitted assignee or subtenant of Tenant (each of the foregoing in this Section is referred to as "Tenant") shall have the right to mortgage Tenant's interest under this Lease to a federal or state savings and loan association, institutional lenders, bank or trust company, insurance company, pension fund or trust, private individuals, corporations, companies or other lenders without obtaining the prior consent of Authority, subject, however, to the other terms and conditions of this Lease.

(B) If Tenant shall mortgage its leasehold interest and if the holder of the mortgage shall forward to Authority a copy of the recorded leasehold mortgage together with a written notice setting forth the name and address of the leasehold mortgagee, then, until the time that the leasehold mortgage shall be satisfied of record, the following provisions of this paragraph shall apply.

(C) When giving notice to Tenant with respect to any default under the provisions of this Lease, including but not limited to the failure of Tenant to pay rent, Authority will also serve a copy of such notice upon the leasehold mortgagee(s), which copy shall be sent by Authority by Certified Mail, Return Receipt Requested, to such mortgagee(s), which notice must specify the nature of each such default.

(D) The leasehold mortgagee, upon receipt from Authority of the notice referred to in subparagraph (C) above, shall have, in addition to any period of grace extended to Tenant under the terms and conditions of this Lease, a period of ninety (90) days within which to cure the default or cause the same to be cured, or to commence to cure such default and proceed diligently thereafter through completion of such cure if the default cannot be cured within the 90-day period; provided, however, that as to any default of Tenant for failure to pay rent, the leasehold mortgagee shall be given written notice of such default by certified mail by Authority, and the leasehold

mortgagee shall have sixty (60) days from the date the notice of default was mailed within which to cure such default.

(E) Should the leasehold mortgagee foreclose its leasehold mortgage, Authority agrees to recognize the leasehold mortgagee as Tenant under this Lease for so long as the leasehold mortgagee holds this Lease as a result of a foreclosure of its mortgage or as a result of the assignment of this Lease in lieu of foreclosure, or otherwise, whereupon such leasehold mortgagee shall immediately become and remain liable under this Lease, except as provided below without having to obtain the consent of Authority to same. In such event, the term "Tenant" as used in this section means only the owner or holder of Tenant's interest for the time being so that in the event of a sale, assignment or other disposition of Tenant's interest in this Lease by the leasehold mortgagee, the mortgagee shall be entirely freed and released of all covenants and obligations of Tenant under this Lease from the time it transfers the leasehold interest to a third party.

(F) References in this Lease to acquisition of Tenant's interest in this Lease by the leasehold mortgagee shall be deemed to refer, where circumstances require, to acquisition of Tenant's interest in this Lease by any purchaser at a sale on foreclosure of the leasehold mortgage, and all provisions applicable to the leasehold mortgagee in such instance or instances shall also be applicable to any such purchaser.

(G) Any leasehold mortgage shall be specifically subject and subordinate to Authority's rights under this Lease. The foregoing shall not be deemed or construed to impose or establish upon Tenant's interest in this Lease or upon the lien of any leasehold mortgage the superiority of any lien or encumbrance, including, without limitation, the lien of any fee mortgage, judgment or tax created directly or indirectly by, through or against Authority.

(H) In the event of any conflict or inconsistency between the terms of this Article and any other provision of this Lease, the terms of this Article shall control.

(I) Within ten (10) days after written request by Tenant or Tenant's leasehold mortgagee, or in the event that upon any sale, assignment or mortgage of Tenant's interest in this Lease by Tenant or Tenant's leasehold mortgagee, an estoppel certificate shall be required from Authority, Authority agrees to deliver in recordable form an estoppel certificate to any proposed leasehold mortgagee, purchaser or assignee, or to Tenant certifying (if such be the case): (i) the amount of rental and additional rental due under the Lease, if any, and the date to which rentals

have been paid; (ii) that this Lease is in full force and effect; (iii) that Authority has no knowledge of any default under this Lease or if any default exists, specifying the nature of the default; and (iv) that there are no defenses or offsets which may be asserted by Authority against Tenant in respect of obligations pursuant to this Lease or if defenses or offsets exist specifying the nature of such offsets or defenses.

(J) Authority agrees that the leasehold mortgagee need not pay or otherwise satisfy any claim, the lien of which would be extinguished upon the conclusion of foreclosure proceedings brought by the leasehold mortgagee, nor shall leasehold mortgagee be required to cure any default relating to the insolvency, financial condition or bankruptcy of Tenant, nor shall Authority be entitled to terminate this Lease, accelerate the rent or exercise any other remedy under this Lease for any reason including as a consequence of Tenant's refusal, inability or failure to assume and affirm this Lease as an asset of Tenant's bankruptcy estate so long as, within ninety (90) days following the leasehold mortgagee's acquisition of title to the leasehold interest following a foreclosure of the leasehold mortgagee's mortgage on said interest, or through a Deed in Lieu of Foreclosure, the leasehold mortgagee commences to cure defaults required to be cured by it under the language above in this paragraph and thereafter diligently prosecutes the same, and any notice of termination theretofore given shall be void and of no force and effect. Authority further acknowledges and agrees that if, during the course of a bankruptcy proceeding involving Tenant as debtor, Tenant rejects or otherwise fails to assume and affirm this Lease as an asset of Tenant's bankruptcy estate, this Lease shall not terminate and the leasehold mortgagee may, within ninety (90) days of receipt of written notice from Authority of such rejection or other failure to assume this Lease and the irreversible release of such leasehold estate from Tenant's bankruptcy estate, assume this Lease by effecting a cure of the defaults required to be cured by the leasehold mortgagee under the language above in this paragraph and thereafter preserve the same. Authority further agrees that in the event the leasehold mortgagee forecloses its leasehold interest in the property or assigns Tenant's leasehold interest to a third party, Authority will not terminate the Lease solely on account of any event of default relating to the insolvency, financial condition or bankruptcy of Tenant, including, without limitation, Tenant's refusal, inability or failure to assume and affirm the Lease as an asset of Tenant's bankruptcy estate, in which event, Authority shall recognize the leasehold mortgagee as Tenant under the Lease. Authority further agrees that the leasehold mortgagee may, pending foreclosure of its mortgage, take possession of the Property by

and through its representative or receiver, as the leasehold mortgagee may elect and, provided it does so in accordance with the terms and provisions of the Lease, administer the Property as if it were Tenant thereunder.

(K) If Tenant, or any trustee of Tenant, shall reject the Lease pursuant to Section 365(h) of the Bankruptcy Code, 11 U.S.C. § 101, et seq (the “**Bankruptcy Code**”), (i) Tenant shall without further act or deed be deemed to have elected under Section 365(h) (1) of the Bankruptcy Code to remain in possession of the Property for the balance of the Term of the Lease, (ii) any exercise or attempted exercise by Tenant of a right to treat the Lease as terminated under Section 365(h)(1) of the Bankruptcy Code shall be void and (iii) neither the Mortgage nor any other aspect of the Loan shall be affected or impaired by rejection of the Lease. (For the purposes of Section 365(h) of the Bankruptcy Code, the term “possession” shall mean the right to possession of the Property granted to Tenant under the Lease notwithstanding that all or part of such Property shall have been subleased.)

(L) If, notwithstanding the provisions of subparagraph (J) above, the leasehold mortgagee reasonably determines that a new lease will be necessary to give legal or practical effect to the unimpaired or unaffected continuation of the leasehold mortgage, Authority will negotiate with the leasehold mortgagee and attempt to agree upon and enter into a new lease (“**New Lease**”) of the Property. In the event of termination of the Lease as a result of Tenant’s default, or otherwise, without the prior written consent of leasehold mortgagee, Authority shall, in addition to providing the notices of default and termination as required by subparagraph (C) above, provide the leasehold mortgagee with written notice that the Lease has been terminated together with a statement of all sums which would at the time be due under the Lease, but for such termination, and of all other defaults, if any, then known to Authority (“**Notice of Delinquency**”). Authority agrees to negotiate and, if accord is reached, enter into a New Lease of the Property with the leasehold mortgagee or its designee for the remainder of the term of the Lease effective, as of the date of termination, at the rent and additional rent, and upon the terms, covenants and conditions (including all options to renew but excluding requirements which are not applicable or which have already been fulfilled) of the Lease, provided:

(i) Leasehold mortgagee shall make written request upon Authority for such New Lease within sixty (60) days after the date leasehold mortgagee receives Authority's Notice of Delinquency;

(ii) Leasehold mortgagee or its designee shall pay or cause to be paid to Authority at the time of the execution and delivery of such New Lease, any and all sums which would at the time of execution and delivery thereof be due pursuant to this Lease but for such termination and, in addition thereto, all reasonable expenses, including reasonable attorney fees, which Authority shall have incurred by reason of termination and the execution and delivery of the New Lease and which have not otherwise been received by Authority from Tenant or other parties in interest under Tenant;

(iii) Leasehold mortgagee or its designee shall agree to remedy any of Tenant's defaults of which leasehold mortgagee was notified by Authority's Notice of Delinquency and which are reasonably susceptible of being so cured by leasehold mortgagee or its designee;

(iv) Any New Lease made pursuant to this subparagraph shall be prior to any mortgage or other lien, charge, or encumbrance on the fee of the Property and Tenant under such New Lease shall have the same right, title and interest in and to the Property and the buildings and improvements thereon as Tenant had under the Lease;

(v) Tenant under any such New Lease shall be liable to perform the obligations imposed on Tenant by such New Lease only during the period such person has ownership of such leasehold estate.

(M) In the event the leasehold mortgagee becomes the legal owner and holder of the leasehold estate under the Lease by foreclosure of its leasehold mortgage, or as a result of an assignment of the Lease in lieu of foreclosure (which assignment is hereby consented to by Authority), or in the event leasehold mortgagee is granted a New Lease pursuant to subparagraph L above, Authority hereby agrees that upon receipt of a written application for consent to the assignment of Lease from either Tenant or leasehold mortgagee to a new lessee to whom leasehold mortgagee desires to transfer its interest, Authority will execute a written consent to such assignment provided there is no outstanding default with respect to the payment of rental under the Lease. Authority further agrees that, upon becoming the owner and holder of the leasehold estate, leasehold mortgagee shall have all rights and privileges of Tenant. Further, Authority

agrees that upon acquisition of the leasehold estate by leasehold mortgagee, or its assigns, any default which is not reasonably capable of being cured by leasehold mortgagee, or which is personal to leasehold mortgagee, shall not be required to be cured by leasehold mortgagee or its assigns.

(N) In the event that leasehold mortgagee shall acquire the interest of Tenant under the Lease and, in accordance with the foregoing subparagraph, assign such interest to a successor lessee, upon such assignment leasehold mortgagee shall thereupon be relieved of any further liability under the Lease.

(O) To the extent required pursuant to the provisions of any mortgage encumbering the Property or the leasehold created hereunder, this Lease may not be amended without prior written consent of leasehold mortgagee.

(P) Authority and Tenant shall cooperate in including in this Lease by suitable amendment from time to time any provision which may reasonably be requested by a proposed leasehold mortgagee for the purpose of implementing the mortgagee-protection provisions contained in the Lease and allowing such mortgagee reasonable means to protect or preserve the lien of the leasehold on the occurrence of a default under the terms of this Lease. Authority and Tenant each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to affect any such amendment; provided, however, that any such amendment shall not in any way affect the term or rent under this Lease, nor otherwise in any material respect adversely affect any rights of Authority under this Lease.

SECTION 2502. ALTERNATIVE FINANCING. Notwithstanding any provision of this Lease to the contrary, the Tenant or its subtenant(s) may obtain private financing, opportunity zone funding, or other forms of funding and Authority agrees to reasonably accommodate any additional notice or appropriate agreements to facilitate such funding agreements so long as such agreement shall not in any way affect the term or rent under this Lease, nor otherwise in any material respect adversely affect any rights of Authority under this Lease or cause Authority to incur any costs or expenses. Further, Authority shall negotiate and agree to reasonable amendments to the Lease consistent with the purpose and intent set out herein to facilitate the financing.

ARTICLE 26
ATTORNEYS' FEES

If any legal action or other proceeding is commenced in relation to this Lease or any documents incidental thereto and/or the Property, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such action or proceeding from the non-prevailing party, including all reasonable attorneys' fees and costs incurred on appeal, in litigating entitlement to and/or amount of attorneys' fees and costs to be awarded and in connection with the prevailing party's efforts to collect on any judgment. The phrase "prevailing party" shall include a party who receives substantially the relief desired whether by dismissal, summary judgment, judgment or otherwise. The provisions of this section shall survive the termination of this Lease.

ARTICLE 27
OTHER PROVISIONS

SECTION 2701. REASONABLENESS AND GOOD FAITH. Except to the extent expressly set forth or limited in this Lease otherwise, whenever this Lease grants the Authority or Tenant the right to take action, exercise discretion, establish rules and regulations, make allocations, or other determinations, or otherwise exercise rights or fulfill obligations, the Authority and Tenant shall act reasonably and in good faith and take no action that might result in the frustration of the reasonable expectations of a sophisticated landlord and sophisticated tenant concerning the benefits to be enjoyed under this Lease.

SECTION 2702. FORCE MAJEURE. Except as provided below, any prevention, delay or stoppage attributable to strikes, lockouts, labor disputes, hurricanes, floods, earthquakes, tornadoes, or other natural disasters, acts of God, civil commotion, terrorism, war, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, the "**Force Majeure**") will excuse the performance of that party for a period equal to the duration of the prevention, delay or stoppage. If, therefore, this Lease specifies a time period for performance of an obligation of either party, a delay that a Force Majeure causes will extend the period within which the party must complete its performance.

SECTION 2703. HEADINGS. Any headings preceding the text of any articles, paragraphs or sections of this Lease shall be solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

SECTION 2704. BINDING EFFECT. The terms, conditions and covenants of this Lease shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment or subletting.

SECTION 2705. FEDERAL SUBORDINATION. This Lease shall be subordinate to the provisions of any existing agreements between the Authority and the United States of America that have been provided to the Tenant relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

SECTION 2706. RIGHTS RESERVED. Rights not specifically granted the Tenant by this Lease are reserved to the Authority.

SECTION 2707. NO WAIVER. There shall be no waiver of the right of either party to demand strict performance of any of the provisions, terms and covenants of this Lease nor shall there be any waiver of any breach, default or non-performance hereof by either party, unless such waiver is explicitly made in writing by the other party. Any previous waiver or course of dealing shall not affect the right of either party to demand strict performance of the provisions, terms and covenants of this Lease with respect to any subsequent event or occurrence of any subsequent breach, default or nonperformance hereof by the other party.

SECTION 2708. SEVERABILITY. If any provision of this Lease or the application thereof to either party to this Lease is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of this Lease which can be given effect without the invalid provision, and to this end, the provisions of this Lease are severable.

SECTION 2709. PAYMENT OF TAXES. If applicable, Tenant shall pay all taxes and other costs lawfully assessed against its leasehold interests in the Property and its interest in the Improvements, other improvements and its operations under this Lease; provided, however, Tenant shall not be deemed to be in default of its obligations hereunder for failure to pay such

taxes pending the outcome of any legal proceedings instituted to determine the validity of such taxes or amounts, if and only if such legal proceedings stay Tenant's obligations to pay such taxes pending the case outcome. Failure to pay the taxes, if any, determined by the court of applicable authorities upon the final unappealable conclusion of such legal proceedings against Tenant and the continuation of that failure for more than the applicable grace period established in Article 6 shall constitute a default.

SECTION 2710. INTERPRETATION OF LEASE. This Lease is the result of negotiation between the parties hereto and has been typed/printed by one party for the convenience of both parties, and the parties covenant that this Lease shall not be construed in favor of or against any of the parties hereto or against the "drafter" hereof.

SECTION 2711. NO AGENCY. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto. It is understood and agreed that neither the method of computation of rentals, fees and charges, nor any other provisions contained herein, nor any acts of the parties hereto creates a relationship other than the relationship of landlord and tenant.

SECTION 2712. RIGHTS NON-EXCLUSIVE. Notwithstanding anything herein contained that may be or appear to the contrary, the rights, privileges and licenses granted under this Lease, except in the Property and Improvements and as to Tenant's rights under Article 24, are "nonexclusive," and the Authority reserves the right to grant similar privileges to other persons, firms or corporations.

SECTION 2713. JURISDICTION AND VENUE. The parties acknowledge that a substantial portion of negotiation, anticipated performance and execution of this Lease occurred or shall occur in Brevard County, Florida, and that, therefore, each of the parties: (a) agrees that this Lease and all rights and obligations hereunder shall be governed by the laws of the State of Florida without regard to its conflict of law provisions; (b) agrees that any suit, action or legal proceeding arising out of or relating to this Lease shall be brought exclusively in the courts of record of the State of Florida in Brevard County, Florida; or in the federal courts in the Middle District of Florida, (c) consents to the jurisdiction of each such court in any such suit, action or

proceeding; and (d) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any such courts.

SECTION 2714. ENTIRETY OF AGREEMENT. The parties hereto agree that this Lease sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Lease may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.

SECTION 2715. JURY WAIVER. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDINGS, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS LEASE, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, TRIAL SHALL BE TO A COURT AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. EITHER PARTY MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS LEASE WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

SECTION 2716. AUTHORIZED REPLACEMENT OF EXHIBITS. The Director of Airports for the Authority is hereby further vested with full discretion and authority to review and approve in writing any replacement Exhibits or revisions to existing Exhibits related to this Lease, including without limitation for the purposes of: (a) correcting scrivener's errors, (b) reflecting surveying adjustments, and (c) reflecting updated site plans.

ARTICLE 28 REQUIRED FEDERAL PROVISIONS

SECTION 2801. ADDITIONAL CIVIL RIGHTS PROVISION. Tenant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Tenant transfers its obligation to another, the transferee is obligated in the same manner as Tenant. This provision obligates Tenant for the period during which the property is

used and/or possessed by Tenant and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

SECTION 2802. REQUIRED CLAUSE FOR TRANSFER OF REAL PROPERTY. The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Authority pursuant to the provisions of the Airport Improvement Program grant assurances.

(A) The Tenant for itself, its successors in interest and its assigns, as a part of the consideration for this Lease, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(B) With respect to this Lease, in the event of breach of any of the above nondiscrimination covenants, Authority will have the right to terminate the Lease and to enter, re-enter, and repossess said Property and the facilities thereon, including without limitation the Improvements, and hold the same as if the Lease had never been made or issued.

SECTION 2803. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES. During the performance of this Lease, Tenant, for itself, its assignees, and successors in interest, agrees to comply with the following nondiscrimination statutes and authorities:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 — 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

**ARTICLE 29
FLORIDA SPECIFIC PROVISIONS**

RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT. [NOTE: THIS PARAGRAPH IS PROVIDED FOR INFORMATIONAL PURPOSES PURSUANT TO SECTION 404.056(8), FLORIDA STATUTES, (1988).]

**ARTICLE 30
FOREIGN TRADE ZONE**

It is acknowledged that the Airport is currently designated as a part of Foreign Trade Zone 136 (“FTZ”). Authority agrees that, at the request of Tenant, it shall take such actions as may be necessary to bring certain portions of Tenant’s business within the FTZ.

**ARTICLE 31
BOND FINANCING**

If Tenant elects to seek financing for the Improvements through the issuance of Industrial Revenue Bonds or other taxable or tax-exempt bonds or notes (“**Bonds**”), the Authority agrees to fully support Tenant in its effort and assist to obtain financing for the project as long as the Authority is not obligated as to such Bonds and is not required to incur expenses related thereto. Further, if the issuance of Bonds for the project or any portion thereof requires it, Authority shall negotiate and agree to reasonable amendments to the Lease consistent with the purpose and intent set out herein to facilitate the issuance and sale of such Bonds.

[SIGNATURES ON NEXT PAGE]

SIGNATURES

IN WITNESS WHEREOF the parties hereto have set their hands and seals the date and year first above written.

Signed, Sealed and Delivered in the presence of:

Witness

Witness

Signed in the presence of:

Witness

Witness

AUTHORITY:

TITUSVILLE-COCOA AIRPORT
AUTHORITY

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Position: _____

[CORPORATE SEAL]

TENANT:

[_____] ,
a [_____]

By: _____
Name: _____
Title: _____

EXHIBIT A
PROPERTY DESCRIPTION / DEVELOPABLE ACREAGE

(See Attached Exhibit)

EXHIBIT B-1
FORM OF MASTER INFRASTRUCTURE AGREEMENT

[to be inserted]

EXHIBIT B-2
FORM OF MASTER INFRASTRUCTURE AGREEMENT

[to be inserted]

**EXHIBIT C
TENANT PRELIMINARY SITE PLAN**

[to be inserted]

EXHIBIT D
FAIR MARKET VALUE APPRAISAL

[to be inserted]

EXHIBIT E

RENT COMMENCEMENT DATES¹

SCIP / Phase I		
	Latest Rent Commencement Date	Description
<i>% of Phase</i>		
33.33%	08/01/24	BLDG 3
33.33%	08/01/25	BLDG 1
33.34%	08/01/26	BLDG 2
SCIP / Phase II		
	Latest Rent Commencement Date	Description
<i>% of Phase</i>		
50.00%	08/01/27	BLDG 4
50.00%	08/01/28	BLDG 5
SCIP / Phase III (East)		
	Latest Rent Commencement Date	Description
<i>% of Phase</i>		
50.00%	08/01/29	BLDG 6
50.00%	08/01/30	BLDG 7
SCIP / Phase III (West)		
	Latest Rent Commencement Date	Description
<i>% of Phase</i>		
<i>Subphase A</i>		
22.00%	08/01/29	BLDG 8
	08/01/29	BLDG 9
	08/01/29	Hotel (1)
	08/01/29	Commercial 1
<i>Subphase B</i>		
35.00%	08/01/30	BLDG 10
	08/01/30	BLDG 11
	08/01/30	BLDG 12
	08/01/30	Hotel (2)
	08/01/30	Commercial 2
<i>Subphase C</i>		
43.00%	08/01/31	BLDG 13
	08/01/31	BLDG 14
	08/01/31	BLDG 15
	08/01/31	Commercial 3
100.00%		

¹ NTD: To be limited to reflect only the applicable portion of the property which will be subject to this lease.

**EXHIBIT F
RENT COMMENCEMENT CERTIFICATE**

EXECUTED BY THE AUTHORITY, this [DATE] day of [MONTH], [YEAR]

Signed, Sealed and Delivered in the presence of:

**TITUSVILLE-COCOA AIRPORT
AUTHORITY**

Witness

By: _____

Name: _____

Title: _____

Witness

EXECUTED BY THE TENANT, this [DATE] day of [MONTH], [YEAR]

Signed, Sealed and Delivered in the presence of:

[_____] ,
a [_____]

Witness

By: _____

Name: _____

Title: _____

Witness

EXHIBIT G
RULES AND REGULATIONS AND MINIMUM STANDARDS

[attached]

EXHIBIT H
ENVIRONMENTAL SITE ASSESSMENT REPORT

[attached]



TUTTLE ARMFIELD WAGNER
APPRAISAL & RESEARCH, INC.

**REAL ESTATE APPRAISAL REPORT
OF INDUSTRIAL LAND
LOCATED AT THE
7900 BLK OF GRISSOM PARKWAY,
TITUSVILLE, BREVARD COUNTY, FL 32780
CLIENT P.O # 51713**

Prepared For:
Mr. Kevin Daugherty,
Titusville-Cocoa Airport Authority
355 Golden Knights Boulevard
Titusville, FL 32780

Effective Date of the Appraisal:
August 11, 2022

Date of the Report:
December 1, 2022

Prepared by:
TUTTLE-ARMFIELD-WAGNER APPRAISAL & RESEARCH, INC.
Matthew Jehs, MAI, State Certified General Real Estate Appraiser RZ2806
Angelia Coleman, Cert Gen RZ4266

File Name: AC22-2306

Tuttle-Armfield-Wagner Appraisals & Research, Inc.
412 E. New Haven Avenue, Melbourne, FL 32901

Matthew W. Jehs, MAI, Cert Gen RZ2806
Email: taw@t-a-w.com
Phone: (321) 723-7010

Gary DiGiacomo Cert Gen RZ1630
Email: tawres@t-a-w.com
Fax: (321) 723-4375

December 1, 2022

Mr. Kevin Daugherty,
Titusville-Cocoa Airport Authority
355 Golden Knights Boulevard
Titusville, FL 32780

Re: Real Estate Appraisal Report of Industrial Land located at the
7900 Blk of Grissom Parkway, Titusville, Brevard County, FL 32780
Client P.O # 51713

At your request, we have prepared an appraisal for the above referenced property. The subject property is legally described in the accompanying report, of which this letter is hereby made a part of and incorporated therein. This report is for your exclusive use and we are not responsible for any unauthorized use.

This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). It presents a discussion of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Additional supporting documentation concerning the data, reasoning, and analyses is retained in our file.

The subject is a 450-acre site owned and managed by the Titusville-Cocoa Airport Authority located outside the Space Coast Regional Airport fence line. The subject is proposed to be developed with a mix of industrial and commercial uses within three phases over time.

Phases 1 and 2 are located on the east side of Grissom Parkway and consist of +/- 100 acres. The site is heavily vegetated and affected by wetlands and low elevation. Phase 1 is located on the southeast corner of Perimeter Road and Grissom Parkway. This phase is approximately 49.15 acres with +/- 7.37 acres of wetlands on the southeast corner. Phase 2 is located south of Phase 1 on the east side of Grissom Parkway. This phase is approximately 43.75 acres with +/- 5.73 acres of wetlands on the northeast corner. There are low areas of low elevation, which require approximately 305,559 CY of fill.

Phase 3 is located on the west side of Grissom Parkway and consists of +/- 350 acres. Similar to Phases 1 and 2, Phase 3 is heavily vegetated and affected by wetlands and low elevation and will require approximately 300,000 CY of fill. The total estimated fill requirements for all phases are 605,559 CY.

There is approximately 181.49 acres of developable land and +/- 123.07 acres of wetlands dispersed throughout the site. The subject has good access with approximately 2,520 feet of road frontage on Grissom Parkway and 3,668 feet along Challenger Memorial Parkway. In addition, the subject is proximate to the I-95 and Challenger Memorial Parkway interchange and Columbia Boulevard.

The property is further identified as 7900 Blk of Grissom Parkway, Titusville, Brevard County, FL 32780, and Brevard County Property Appraiser as a portion of Parcel IDs 23-35-03-BB-*-225, 23-35-04-00-7, 23-35-03-BB-*-259, and 23-35-03-NN-B.

At the request of the client, the purpose of this appraisal is to estimate the Current Market Value of the subject property's Fee Simple estate in its "As Is" condition, effective August 11, 2022.

This letter of transmittal is not an appraisal report; however, the attached report sets forth the data, research, and analyses that support our value conclusions. Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Extraordinary Assumptions, we have made the following value conclusions:

Value Conclusions			
Premise	Interest Appraised	Effective Date	Value Conclusion
Current As Is Market Value	Fee Simple	8/11/2022	\$15,700,000

Value Conclusion Equates to \$60,000 per usable acre (261.49 usable acres)

Please reference Page 7 of this report for important information regarding the Limiting Conditions and Assumptions; Page 10 for Extraordinary Assumptions, and Page 26 for scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis, and valuation methodology. Acceptance of this report constitutes an agreement with these conditions and assumptions.

We certify that we have no present or contemplated future interest in the property beyond this estimate of value. The appraiser has performed an appraisal on Phase 1 and Phase 2 of the subject property. A draft report was completed on October 6, 2022. No other services have been completed regarding the subject within three years prior to agreeing to perform this assignment.

The intended users of this report is the Titusville-Cocoa Airport Authority, C/O Mr. Kevin Daugherty, and is intended only for use by them in estimating the market value of the subject property. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services.

We believe you will find this report to be self-explanatory; however, you are invited to contact us should you have any questions or require further information relative to this matter. We thank you for the opportunity to provide our professional services.

Respectfully submitted,
Tuttle-Armfield-Wagner Appraisal & Research, Inc.



Matthew W. Jehs, MAI
Cert Gen RZ2806



Angelia Diane Coleman
Cert Gen RZ4266

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Summary of Important Facts and Conclusions

Report Dates

Report Date	12/1/2022
Inspection Date	8/11/2022
As Is Date of Value	8/11/2022

Subject Summary

Property Name	Industrial Land
Property Major Type	Land
Address	7900 Blk of Grissom Parkway
City	Titusville
County	Brevard
State	FL
Zip	32780
Tax ID	23-35-03-BB- *-225 , 23-35-04-00-7, 23-35-03-BB- *-259, 23-35-03-NN-B
Owner	Titusville-Cocoa Airport Authority
Land SF	19,707,851
Acres	452.43
Zoning	M-2, CC, R1-B, OR and PID
Highest and Best Use	The highest and best use, as vacant, is for phased development of either manufacturing or industrial uses.

Real Estate Assessment and Taxes

Tax ID	Total Assessment	Ad Valorem Taxes	Non Ad Valorem Taxes	Millage Tax Rate	Total Parcel Taxes
23-35-03-BB- *-225	\$786,410	\$0.00	\$0.00	19.0729	\$0.00
23-35-04-00-7	\$778,180	\$0.00	\$0.00	19.0729	\$0.00
23-35-03-BB- *-259	\$1,360,410	\$0.00	\$0.00	19.0729	\$0.00
23-35-03-NN-B	\$99,230	\$0.00	\$0.00	19.0729	\$0.00
Totals	\$3,024,230	\$0.00	\$0.00	19.0729	\$0.00

The subject is a portion of a larger improved parent parcel owned and managed by the Titusville-Cocoa Airport Authority and is not assessed Ad-Valorem taxes. Once the site is improved, the sites would be assessed property taxes which would be the responsibility of the tenant.

Value Conclusions

Premise	Interest Appraised	Effective Date	Value Conclusion
Current As Is Market Value	Fee Simple	8/11/2022	\$15,700,000

Value Conclusion Equates to \$60,000 per usable acre (261.49 usable acres)

Limiting Conditions and Assumptions

1. Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.
2. The values given in this appraisal report represent the opinion of the signers as to the values as of the dates specified herein. Values of real estate are affected by an enormous variety of forces and conditions, which will vary with future conditions, sometimes sharply within a short time. Responsible ownership and competent management are assumed.
3. This appraisal report covers the premises herein described only. Neither the figures herein nor any analysis thereof, nor any unit values derived therefrom are to be construed as applicable to any other property, however similar the same may be.
4. It is assumed that the title to said premises is good; that the legal description of the premises is correct; that the improvements are entirely and correctly located on the property; but no investigation or survey has been made, unless so stated.
5. The value given in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless so stated.
6. Information as to the description of the premises, restrictions, improvements and income features of the property involved in this report is as has been submitted by the applicant for this appraisal or has been obtained by the signer hereto. All such information is considered to be correct; however, no responsibility is assumed as to the correctness thereof unless so stated in the report.
7. Possession of any copy of this report does not carry with it the right of publication, nor may it be used, or relied upon, for any purpose by anyone other than the client without prior written authorization of the client and identified as such herein, and in any event, only in its entirety. Parties who receive a copy of this report as a consequence of disclosure requirements applicable to our client do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such by our client at the time of engagement for services.
8. Neither all nor part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent of the author; particularly as to the valuation conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute, or to the SRA or MAI designations.
9. The appraiser herein, by reason of this report is not required to give testimony in court or attend hearings, with reference to the property herein appraised, unless arrangements have been previously made therefore.

10. The Contract for the appraisal of said premises is fulfilled by the signer hereto upon the delivery of this report duly executed.
11. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and zoning laws unless noncompliance is stated, defined and considered in the appraisal report. Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.
12. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. The appraiser does not consider mineral rights.
13. All data relating to land sales, improved property sales, and comparable rentals used in this report are considered to be proprietary; that is, owned by Tuttle-Armfield-Wagner. It is provided to the client for use within this report only. Any other use or distribution of this data without the prior written consent of Tuttle-Armfield-Wagner is specifically prohibited.
14. An environmental assessment was not provided for use in this assignment. No evidence of contamination was observed during our inspection, nor did we note the presence of commonly known toxic chemicals/hazardous materials. Nonetheless, we are not qualified to inspect/evaluate a site for potential hazards or contamination. Therefore, lacking contrary information, we assume that no contamination or environmental hazards exist that would adversely affect the subject utility and/or market value. Accordingly, the market value estimate contained herein is based on the accuracy of this assumption (subject to verification via a current environmental assessment as conducted by a duly qualified environmental scientist or engineer).
15. There are no proposed judgments or pending or threatened litigation that could affect the value of the property.
16. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
17. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.

18. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
19. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
20. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Maps and plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.
21. Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.
22. It is assumed there are no encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.
23. This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.
24. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of this property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. In as much as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, we cannot comment on compliance to ADA. Given that compliance can change with each owner's financial ability to cure non-accessibility, the value of the subject does not consider possible non-compliance. Specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

Extraordinary Assumptions

An assumption is a statement or condition which is presumed or assumed to be true and from which a conclusion can be drawn. An extraordinary assumption is an assumption which if found to be false could alter the resulting opinion or conclusion. We note that the use of the following Extraordinary Assumptions might have an effect on assignment results if later found out to be untrue or faulty.

Extraordinary Assumptions

We have relied on the Developable Land Analysis (DLA) completed by Michael Baker International on September 8, 2022, for the developable and undevelopable land area. We have applied the developable land area reported in the DLA as the available upland acres in our analysis. We have employed the Extraordinary Assumption that the information provided is accurate. If this information is found to be inaccurate, this could affect value.

We were provided estimated fill requirements and cost estimates for Phases 1 and 2 from Alston Construction. We were only provided estimated fill requirements for Phase 3 from Michael Baker International. At the client's direction, we have applied the cost per CY of fill reported in the Alston Construction estimate for Phases 1 and 2 to Phase 3. We employ the Extraordinary Assumption that this information is accurate.

The subject property was inspected from the roadway of Grissom Parkway, and aerial photography was reviewed. Considering the size and topography, it was not possible to walk the entire site. In accordance with our other limiting conditions, we assume no hazardous materials, unusual conditions, or contaminants are affecting the site.

Identification of Subject

The subject is a 450-acre site owned and managed by the Titusville-Cocoa Airport Authority located outside the Space Coast Regional Airport fence line. The subject is proposed to be developed with a mix of industrial and commercial uses within three phases over time.

Phases 1 and 2 are located on the east side of Grissom Parkway and consist of +/- 100 acres. The site is heavily vegetated and affected by wetlands and low elevation. Phase 1 is located on the southeast corner of Perimeter Road and Grissom Parkway. This phase is approximately 49.15 acres with +/- 7.37 acres of wetlands on the southeast corner. Phase 2 is located south of Phase 1 on the east side of Grissom Parkway. This phase is approximately 43.75 acres with +/- 5.73 acres of wetlands on the northeast corner. There are low areas of low elevation, which require approximately 305,559 CY of fill.

Phase 3 is located on the west side of Grissom Parkway and consists of +/- 350 acres. Similar to Phases 1 and 2, Phase 3 is heavily vegetated and affected by wetlands and low elevation and will require approximately 300,000 CY of fill. The total estimated fill requirements for all phases are 605,559 CY.

There is approximately 181.49 acres of developable land and +/- 123.07 acres of wetlands dispersed throughout the site. The subject has good access with approximately 2,520 feet of road frontage on Grissom Parkway and 3,668 feet along Challenger Memorial Parkway. In addition, the subject is proximate to the I-95 and Challenger Memorial Parkway interchange and Columbia Boulevard.

The property is further identified as 7900 Blk of Grissom Parkway, Titusville, Brevard County, FL 32780, and Brevard County Property Appraiser as a portion of Parcel IDs 23-35-03-BB-*-225, 23-35-04-00-7, 23-35-03-BB-*-259, and 23-35-03-NN-B.

Purpose of the Appraisal

It is our understanding there is a lease agreement in place for a three-phase development project with an Exclusive Option to lease for Phase 2 and a Right of First Refusal for Phase 3. However, at the client's request, we have appraised the current fee simple market value of the subject as purchased by one buyer at one time, and it is our understanding the client may use this figure in their negotiation of Market Rent.

At the request of the client, the purpose of this appraisal is to estimate the Current 'As Is' Market Value of the subject property's Fee Simple estate effective August 11, 2022. The "Market Value" and "Fee Simple" interests are defined in the Addendum.

Client

This appraisal report has been prepared for Titusville-Cocoa Airport Authority, C/O Mr. Kevin Daugherty, located at 355 Golden Knights Boulevard, Titusville, FL 32780.

Intended Use and User of Appraisal

The Intended user of the report is specifically identified as the client. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services. The client will rely upon this appraisal for internal use to determine the subject's market value for ground lease negotiations.

This report is not intended for any other use or user. No one other than the named client or any other party not identified as an intended user should use or rely on this appraisal for any purpose. Such parties are advised to obtain an appraisal from an appraiser of their own choosing if they require an appraisal for their own use.

Existing Leases, Rentals or Use Agreements

It is our understanding there is a lease agreement in place for a three-phase development project with an Exclusive Option to lease for Phase 2 and a Right of First Refusal for Phase 3. However, at the client's request, we have appraised the current fee simple market value of the subject as purchased by one buyer at one time, and it is our understanding the client may use this figure in their negotiation of Market Rent.

There is a lease agreement in place for a three-phase development project. Phase 1 is the initial phase, with an Exclusive Option to lease for Phase 2 for three (3) years. For Phase 3 the tenant has the Right of First Refusal for six (6) years beginning on the Commencement Date of the agreement.

If the tenant exercises the Phase 2 option, the tenant has the option to convert the ROFR on Phase 3 to a three (3) year option on the Phase 3 area. The lease agreement is between the Space Coast Regional Airport (TIX), the Landlord, and Space Coast Innovation Park, LLC, the Tenant.

The initial lease for Phase 1 is for Fifty (50) years with two (2) renewal options of Twenty (20) years at 12% of Fair Market Value (FMV) and is subject to annual CPI adjustments of no less than 2.5% and no more than 3.5%. The subject rent may commence at 20% increments based on a Certificate of Occupancy beginning no later than August 1, 2024, and shall pay 100% rent no later than August 1, 2025.

If optioned land for Phases 2 and 3 are exercised, rent shall be established at 12% of Fair Market value in a staggered fashion similar to Phase 1. Additionally, if the lease options are executed for Phases 2 and 3, a non-refundable option fee equal to 30% of Fair Market Value will be applied to each phase. The lease term for Phase 2 would run concurrently with Phase 1 – fifty (50) years with two (2) renewal options of twenty (20) years. Phase 3 would be a stand-alone lease for fifty (50) years with two (2) renewal options of twenty (20) years.

Owner of Record and Sales History

The Brevard County Property Appraiser's Record Card indicates current ownership is listed as the Titusville-Cocoa Airport Authority. This information was verified with the Brevard County Property Appraiser records. We assume this information is accurate as described by ownership and public records; however, if further verification is required, we strongly suggest it be obtained via a current title search.

The subject property is owned and managed by Titusville-Cocoa Airport Authority. Typically, land owned by the airport is not transferred but is available for long-term lease.

Legal Description

The subject consists of four parcels. We were provided a legal description of each phase. We assume the legal descriptions provided are accurate.

Address: 7900 Blk of Grissom Parkway, Titusville, Brevard County, FL 32780 a portion of Parcel IDs 23-35-03-BB-*-225, 23-35-04-00-7, 23-35-03-BB-*-259, and 23-35-03-NN-B.

Phases 1 and 2 – Parcel IDs 23-35-03-NN-B, 23-35-03-BB-*-225, and 23-35-03-BB-*-259.

Phase 1

LEGAL DESCRIPTION
SPACE COAST INNOVATION PARK

EXHIBIT "A"
SHEET 1 OF 3

PARENT PARCELS ID# SHOWN IN SKETCH
PURPOSE: LEASE PARCEL 1

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: LEASE PARCEL 1 (BY RALPH W. GROMLEY LS#6605)

Being a parcel of land lying in Section 3 of Township 23, Range 35 and being part of the lands conveyed to Titusville Cocoa Airport Authority in Brevard County, Florida.

Beginning at a 5/8-inch rebar found at the intersection of the East Right of Way of Grissom Parkway (200-foot R/W) and the South Right of Way of Perimeter Road (120-foot R/W) as shown in the Enterprise Park Plat as recorded in Plat Book 32 Page 74 in the Public Records of Brevard County Florida, said monument being the Principal Place of Beginning of the described parcel.

Thence North 89° 22' 12" East, 209.08 feet along the South Right of Way of Perimeter Road to a point.

Thence continuing along the South Right of Way of Perimeter Road along a curve to the left having a radius of 4940.00 feet; and an arc length of 241.91 feet along a chord with a bearing North 87° 58' 30" East and a chord distance of 241.89 feet to a 5/8-inch rebar found at the end of the 120-foot Right of Way of Perimeter Road.

Thence South 01° 33' 58" East, 16.11 feet to a point.

Thence North 86° 08' 37" East, 46.39 feet to a point.

Thence North 83° 51' 12" East, 1252.35 feet to a point.

Thence North 83° 51' 12" East, 1252.35 feet to a point.

Thence along a curve to the left having a radius of 214.09 feet; and an arc length of 39.28 feet along a chord with a bearing of South 89° 06' 35" East a chord distance of 39.23 feet to a 5/8-inch rebar found. Thence continuing along a line established 40 feet from the surveyed centerline of Perimeter Road the following courses.

Thence continuing along said curve having with an arc length of 226.67 feet and chord distance of 216.23 feet to a 5/8-inch rebar found.

Thence South 24° 58' 19" East, 625.77 feet to a 5/8-inch rebar found.

Thence South 63° 45' 52" West, 1264.71 feet to a point.

Thence South 36° 54' 36" East, 62.64 feet to a point.

Thence along a curve to the left having a radius of 517.71 feet, arc length of 384.65 feet, along a bearing of North 74° 22' 30" West and a chord distance of 375.87 feet to point.

Thence South 84° 20' 25" West 606.01 feet to a point in the East Right of Way of Grissom Parkway

Thence along the East Right of Way of Grissom Parkway on a curve to the right having a radius of 2962.36 feet, arc length of 678.03 feet along a bearing of North 07° 01' 53" West and a chord distance of 676.55 feet to a point.

Thence continuing 421.80 feet along the East Line of the Right of Way of Grissom Parkway to the Principal Place of Beginning.

Containing within said boundaries 49.15 acres of land more or less but subject to all legal highways.

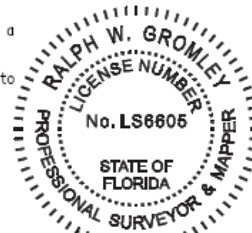
All 5/8 iron pins found were capped MBI LB69.

CERTIFIED TO:

SPACE COAST AIRPORT

PREPARED BY: Michael Baker International LB69
515 North Flagler Drive, Suite 303
West Palm Beach, FL 33401
T: 561-812-8400
F: 561-812-8401

SURVEYOR, PSM RALPH W. GROMLEY #LS 6605
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

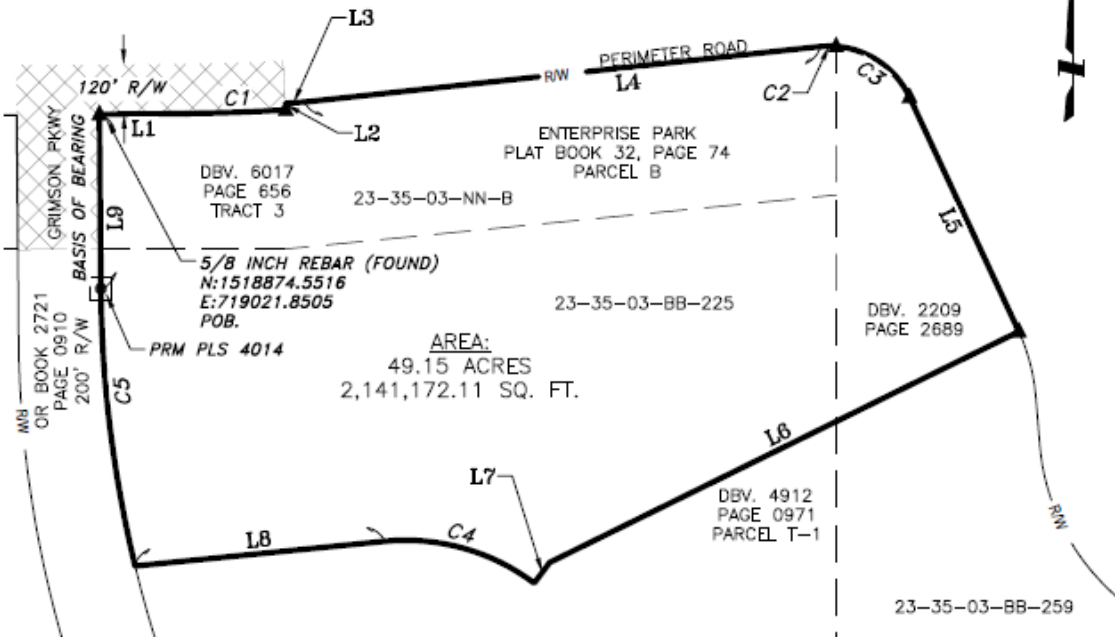


SKETCH OF DESCRIPTION SPACE COAST INNOVATION PARK

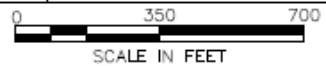
EXHIBIT "A"
SHEET 3 OF 3

PARENT PARCELS ID# SHOWN IN SKETCH
PURPOSE: LEASE PARCEL 1

THIS IS NOT A SURVEY



AREA:
49.15 ACRES
2,141,172.11 SQ. FT.



PARCEL LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 89°22'12" E	209.08'
L2	N 1°33'58" W	16.11'
L3	N 86°08'37" E	46.93'
L4	N 83°51'12" E	1252.35'
L5	S 24°58'19" E	625.77'
L6	S 63°45'52" W	1264.71'
L7	S 36°54'36" W	62.64'
L8	S 84°20'25" W	606.01'
L9	N 0°29'38" W	421.80'

CURVE TABLE				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	241.91'	4940.00'	N 87°58'30" E	241.89'
C2	39.28'	214.09'	S 89°06'35" W	39.23'
C3	226.67'	214.09'	S 55°18'11" E	216.23'
C4	384.65'	517.71'	N 74°22'30" W	375.87'
C5	678.03'	2962.36'	N 7°01'53" W	676.55'

PREPARED BY: Michael Baker International LB69
 Michael Baker International
 515 North Flagler Drive, Suite 303
 West Palm Beach, FL 33401
 T: 561-812-6400
 F: 561-812-6401
 www.mbakerial.com

SCALE:
1" = 350'
PROJECT NO.:
187098

SECTION 3
TOWNSHIP 23
RANGE 35

Phase 2

LEGAL DESCRIPTION

EXHIBIT "A"
SHEET 1 OF 3

SPACE COAST INNOVATION PARK

THIS IS NOT A SURVEY

PARENT PARCELS ID# SHOWN IN SKETCH
PURPOSE: LEASE PARCEL 2

LEGAL DESCRIPTION: LEASE PARCEL 2 (BY RALPH W. GROMLEY LS#6605)

Being a parcel of land lying in Section 3 of Township 23, Range 35 and being part of the lands conveyed to Titusville Cocoa Airport Authority in Brevard County, Florida.

Beginning at a 4x4 concrete monument found in the SE corner of Section 3, Township 23, Range 35, said monument being the Principal Place of Beginning of the described parcel.

Thence South 84° 24' 08" West along the South Line of said Section, a distance of 2294.08 feet, passing through a 3/4-inch rebar found with the cap destroyed, at a distance of 1338.80 feet, to a 3x3 concrete monument found, stamped PRM PLS 4014, in the easterly Right of Way line of Grissom Parkway (200-foot R/W) as described in Official Records Book 2721, Page 910 of the Public Records of Brevard County, Florida; thence along said easterly Right of Way of Grissom Parkway, the following two courses:

Thence North 31° 05' 21" West, a distance of 783.09 feet to the point of curvature.

Thence along a curve to the right having a radius of 2962.36 feet; and an arc length of 727.32 feet along a chord with a bearing North 24° 03' 20" West a chord distance of 725.50 feet to a point.

Thence North 84° 20' 25" East, a distance of 576.27 feet to a point of curvature.

Thence along a curve to the right having radius of 342.71 feet; and an arc length of 248.69 feet along a chord with a bearing South 74° 52' 18" East a chord distance of 243.27 feet to a point.

Thence South 54° 05' 00" East, a distance of 499.72 feet to a point.

Thence North 77° 29' 21" East, a distance of 402.36 feet to a point.

Thence North 85° 46' 52" East, a distance of 180.74 feet to a point.

Thence South 39° 03' 33" East, a distance of 740.59 feet to a point of curvature.

Thence along a curve to the left having a radius of 281.85 feet; and an arc length of 34.06 feet along a chord with a bearing of South 42° 31' 16" East a chord distance of 34.04 feet to a 5/8-inch rebar set in the westerly Right of Way line of Perimeter Road. Thence along said Right of Way the following three courses:

Thence South 45° 58' 58" East, a distance of 236.40 feet to a 5/8-inch rebar set, also being the point of curvature.

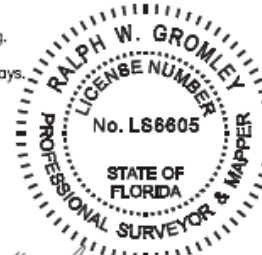
Thence along a curve to the left having a radius of 283.61 feet; and arc length of 178.74 feet along a chord with a bearing of South 64° 02' 14" East a chord distance of 175.79 feet, to a 5/8-inch rebar set.

Thence South 82° 05' 30" East, a distance of 383.10 feet to a 5/8-inch rebar set.

Thence South 00° 00' 02" East, a distance of 15.89 feet to the Principal Place of Beginning.

Containing within said boundaries 49.73 acres of land more or less but subject to all legal highways.

All 5/8 iron pins set were capped MBI LB69.



CERTIFIED TO:

SPACE COAST AIRPORT

Ralph W. Gromley
SURVEYOR, PSM RALPH W. GROMLEY #LS 6605
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: Michael Baker International LB69
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DRAWN BY: MAEM
CHECKED BY: RWG
DATE: 09/07/2022
DRAWING: 1

PROJECT NO. 187098
REVISIONS
DATE
DESCRIPTION

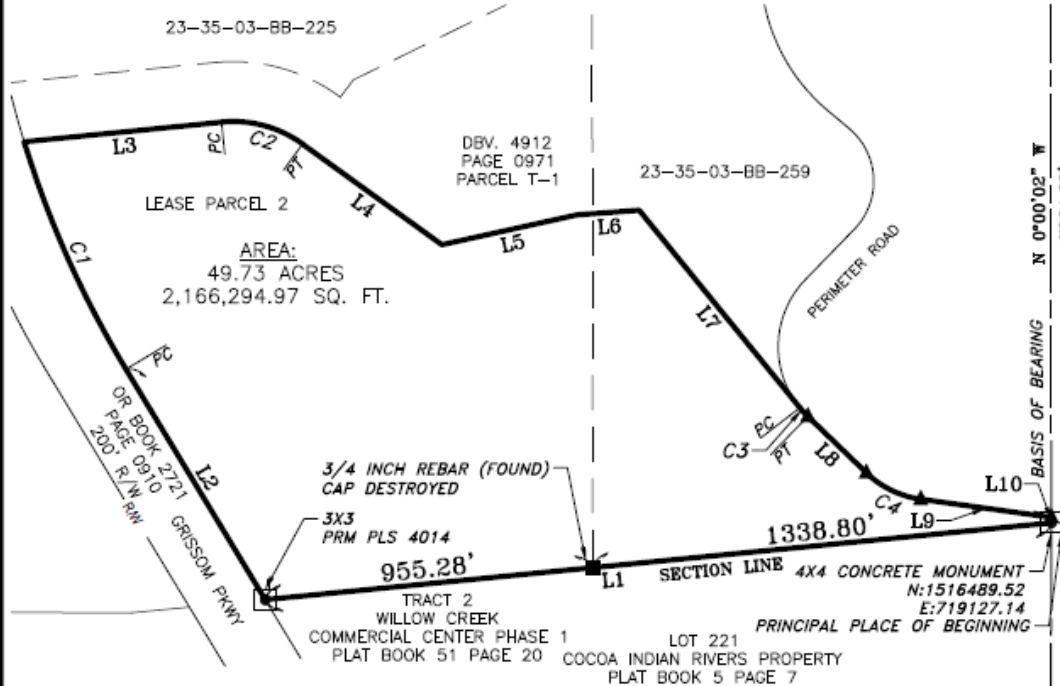
SECTIONS 3
TOWNSHIP 23
RANGE 35

SKETCH OF DESCRIPTION SPACE COAST INNOVATION PARK

EXHIBIT "A"
SHEET 3 OF 3

PARENT PARCELS ID# SHOWN IN SKETCH
PURPOSE: LEASE PARCEL 2

THIS IS NOT A SURVEY



PARCEL LINE TABLE

LINE #	BEARING	LENGTH
L1	S 84°24'08" W	2294.08'
L2	N 31°05'21" W	783.09'
L3	N 84°20'25" E	576.27'
L4	S 54°05'00" E	499.72'
L5	N 77°29'21" E	402.36'
L6	N 85°46'52" E	180.74'
L7	S 39°03'33" E	740.59'
L8	S 45°58'58" E	236.40'
L9	S 82°05'30" E	383.10'
L10	S 00°00'02" E	15.89'

CURVE TABLE

Curve #	Length	Radius	Chord Direction	Chord Length
C1	727.32'	2962.36'	N 24°03'20" W	725.50'
C2	248.69'	342.71'	S 74°52'18" E	243.27'
C3	34.06'	281.85'	S 42°31'16" E	34.04'
C4	178.74'	283.61'	S 64°02'14" E	175.79'

PREPARED BY: Michael Baker International LB69
 515 North Flagler Drive, Suite 303
 West Palm Beach, FL 33401
 T: 561-812-6400
 F: 561-812-6401
 www.mbakermid.com

SCALE:
1" = 400'
PROJECT NO.:
187098

SECTION 3
TOWNSHIP 23
RANGE 35

Phase 3 –The following Legal Description for phase 3 was obtained via the boundary survey completed by Michael Baker International on September 13, 2022. We assume it is correct but strongly advise obtaining a current title policy if further verification is necessary.

Parcel IDs 23-35-03-BB-*-225 and 23-35-04-00-7

Deed to Titusville-Cocoa Airport Authority

Deed Book Volume 4912, Page 0971

Parcel T-2

A parcel of land lying in Sections 3 and 4, Township 23 South, Range 35 East and a portion thereof being that part of lots 225, 226, 227, 231, 232, 233, 234, 239, 240, 241, 242, 247, 248, 249 and 250 as shown on the plat of Cocoa-Indian River properties as recorded in Plat Book 5, Page 7 of the public records of Brevard County, Florida lying west of the westerly Right of Way line of Grissom Parkway, described as follows:

Commencing at the Southeast Corner of Section 3, Township 23 South, Range 35 East and the Southeast Corner of lot 228 as shown on said plat of Cocoa-Indian River properties,

Thence S. 84°24'07" W., along the South line of the Southeast 1/4 of said Section 3 and the South line of said lots 227 and 228 a distance of 2515.47 feet to a point lying on the westerly Right of Way line of Grissom Parkway and said point being the Point of Beginning of the parcel of land herein described;

Thence continue S. 84°24'07" W. along the South Line of said Southeast 1/4 of Section 3 and along the South Line of said lots 227 and 226, a distance of 164.39 feet to the South 1/4 Corner of said Section 3;

Thence N. 89°50'05" W., along the South Line of the Southwest 1/4 of said Section 3 and along the South line of lots 226 and 225 as shown on said plat of Cocoa-Indian River properties, 2650.95 feet to the Southwest Corner of said Section 3 and the Southwest Corner of said lot 225;

Thence N. 00°24'39" W., along the West Line of said Section 3 and along the West Line of lots 225, 232 and 233 of said plat of Cocoa-Indian River properties, 731.37 feet;

Thence S. 89°52'19" W., 4576.61 feet to a point lying on the easterly Right of Way Line of State Road No. 407;

Thence N. 30°59'13" E., along said Right of Way line, 3684.98 feet to a point lying on the West line of the northeast 1/4 of said Section 4, Township 23 South, Range 35 east;

Thence S. 00°13'24" E., 464.29 feet to the Southwest Corner of the North 3/4 of the Northeast 1/4 of said Section 4;

Thence S. 89°53'23" E., along the South Line of said North 3/4 of the Northeast 1/4 of Section 4. a distance of 2658.40 feet to the Southeast Corner thereof and said point lying on the West line of Section 3, Township 23 South, Range 35 East and said line being the West line of the plat of Cocoa-Indian River properties as recorded in Plat Book 5, Page 7 of the public records of Brevard County, Florida;

Thence S. 00°24'39" E., along said line, 1108.91 feet to the Northwest Corner of lot 249 as shown on said plat;

Thence S. 89°59'40" E., along the North line of lots 249 and 250 as shown on said plat of Cocoa-Indian River properties, 2020.68 feet to a point lying on the westerly Right of Way line of Grissom Parkway as described in official records book 2721, page 910 of the public records of Brevard County, Florida;

Thence along said Right of Way line of Grissom Parkway, the following three courses and distances;

Thence S. 00°24'17" E., 208.28 feet to the point of curvature of a circular curve, concave Northeasterly and having a radius of 2735.22 feet;

Thence Southeasterly, along the arc of said curve, through a central angle of 30°36'54", 1461.52 feet to the point of tangency;

Thence S. 31°01'11" E., 810.78 feet to the Point of Beginning.

Being Further Described as Follows

Being a parcel of land lying in Sections 3 and 4 of Township 23, Range 35 and a portion thereof being that part of lots 225, 226, 227, 231, 232, 233, 234, 239, 240, 241, 242, 247, 248, 249, and 250 as shown on the plot of Cocoa-Indian River properties as recorded in Plat Book 5, page 7 of the public records of Brevard County, Florida lying west of the westerly Right of Way line of Grissom Parkway, as described as follows:

Commence at a 4x4 concrete monument found in the SE corner of Section 3, Township 23, Range 35 and the Southeast corner of lot 228 as shown on said plat of Cocoa-Indian River properties,

Thence South 84° 24' 02" West along the South Line of the Southeast 1/4 of said Section 3 and the South line of said lots 227 and 228 a distance of 2515.28 feet to a 5/8-inch rebar w/ cap set found in the westerly Right of Way line of Grissom Parkway (200-foot R/W) as described in Official Records Book 2721, Page 910 of the Public Records of Brevard County, Florida, said point being the Principal Place of Beginning of the parcel of land herein described;

Thence continuing along the South line of said Southeast 1/4 of Section 3 and the South line of said lots 227 and 226, South 84° 24' 02" West, a distance of 164.11 feet to a rebar found in the Southwest 1/4 Corner of Section 3;

Thence North 89° 49' 11" West, along the South line of the Southwest 1/4 of said Section 3 along the South line of lots 226 and 225 as shown on said plat of Cocoa-Indian River Properties, a distance of 2646.21 feet to a rebar found in the Southwest 1/4 Corner of Section 3, passing through a 3x3 concrete monument w/ nail and disk found stamped PRM, PLS 4014 at a distance of 765.91 feet;

Thence North 00° 24' 55" West, along the West line of said Section 3 and along the West line of lots, 255, 232, and 233 as shown in the Cocoa-Indian River properties, a distance of 731.26 feet to a 3x3 concrete monument w/ nail and disk found stamped PRM, PLS 4014;

Thence South 89° 52' 25" West, a distance of 4575.48 feet to a 3x3 concrete monument w/ nail and disk found stamped PRM, PLS 4014 in the easterly Right of Way line of State Road No. 407 (300-foot Right of Way);

Thence continuing along the easterly Right of Way line of State Road No. 407, North 30° 58' 39" East, a distance of 3683.83 feet to a 3x3 concrete monument w/ nail and disk found stamped PRM, PLS 4014;

Thence South 00° 13' 23" East, a distance of 466.14 feet to a 3x3 concrete monument w/ nail and disk stamped PRM, PLS 4014 lying on the Southwest corner of the North 3/4 of the Northeast 1/4 of said Section 4;

Thence South 89° 56' 15" East, a distance of 2658.37 feet a 3x3 concrete monument w/ nail and disk found stamped PRM, PLS 4014, said point lying on the West Section line of Section 3, Township 23 South, Range 35 East, said Section line also being the East line of Section 4 and the West line of the plat of Cocoa-Indian River properties as recorded in Plat book 5, Page 7 of the public records of Brevard County, Florida;

Thence South 00° 24' 47" East, along said line, a distance of 1108.75 feet to a 3x3 concrete monument w/ nail and disk stamped PRM, PLS 4014 on the Northeast corner of lot 249 as shown on said plat;

Thence South 89° 59' 36" East, along the North line of lots 249 and 250 as shown on said plat of Cocoa-Indian River properties, a distance of 2020.59 feet to a 3x3 concrete w/ nail and disk found Stamped PRM, PLS 4014 on the westerly Right of Way line of Grissom Parkway (200-foot R/W) as described in Official Records Book 2721, Page 910 of the Public Records of Brevard County, Florida, thence along the westerly Right of Way of Grissom Parkway, the following three course:

Thence South 00° 27' 57" East, a distance of 214.52 feet to the point of curvature of a curve to the left having a radius of 2693.03 feet;

Thence along said curve having an arc length of 1462.08 feet, along a chord bearing of South 15° 46' 55" East a chord distance of 1444.19 feet to the point of tangency;

Thence South 31° 06' 38" East, a distance of 804.86 feet to the Principal Place of Beginning. Containing within said boundaries 353.55 acres of land more or less but subject to all legal highways. This Legal Description is Based upon a Boundary survey by Michael Baker International in May of 2022 and supervised by Ralph W. Gromley P.S.M. LS 6605.

Aerial Map - Parent Parcel

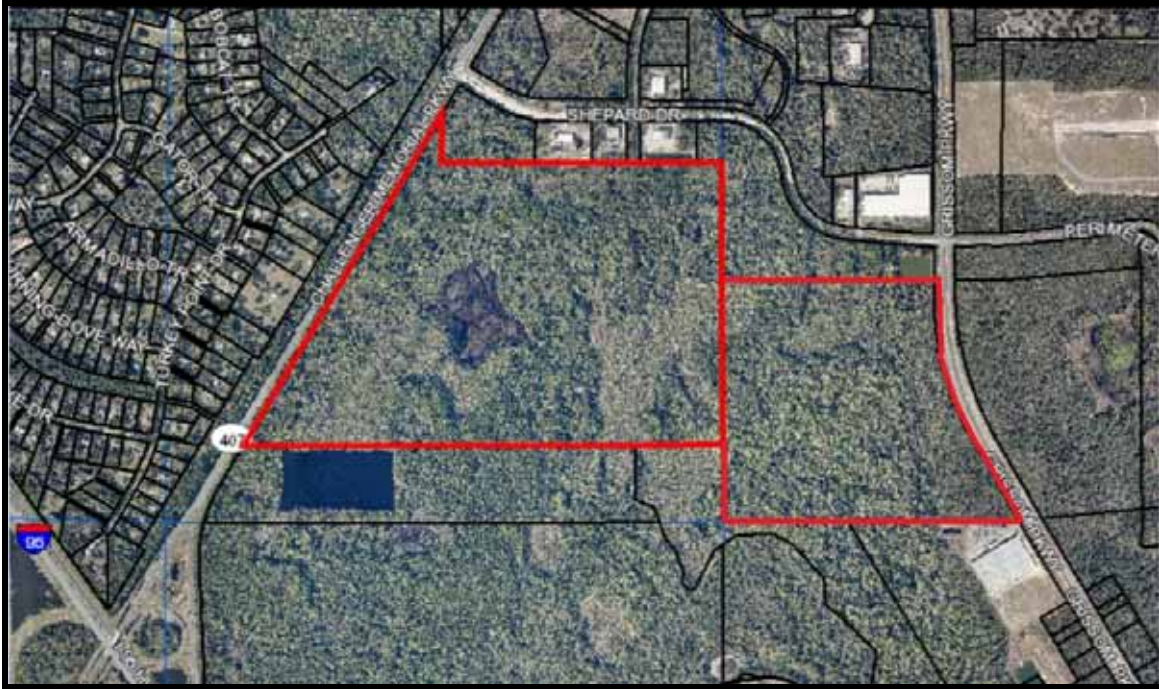


Aerial Map – Phases 1 and 2



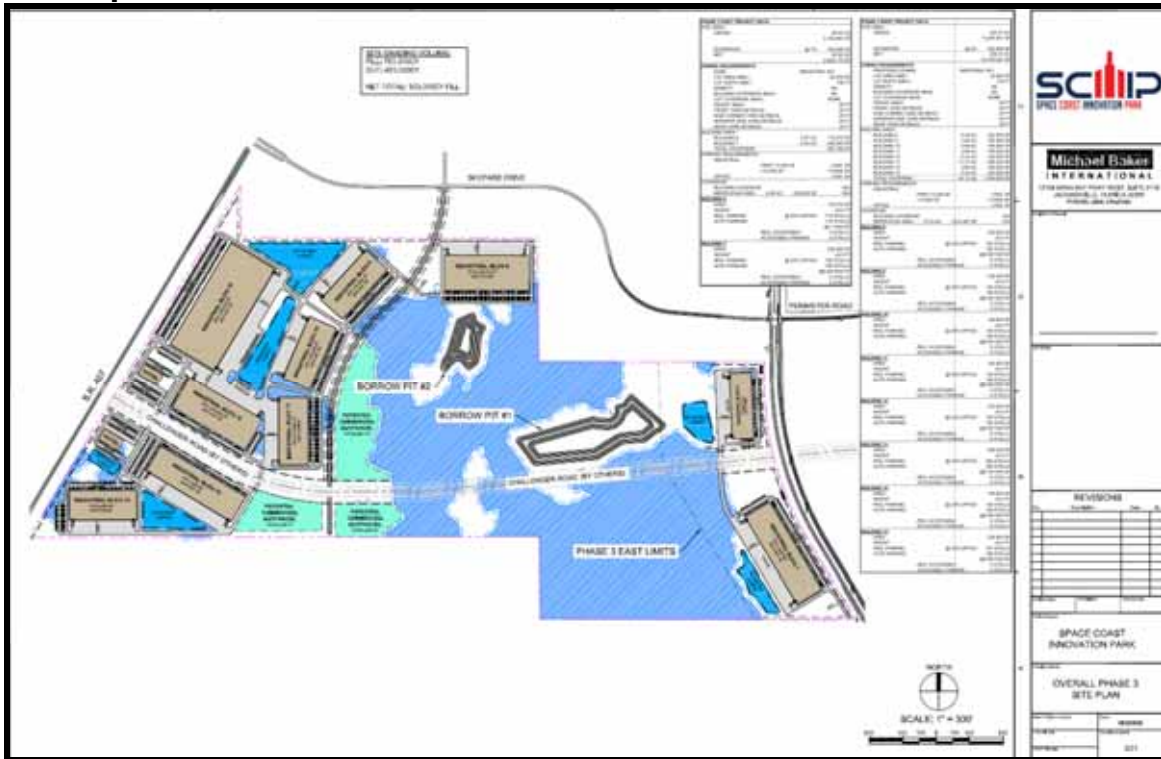
The above aerial depiction is from the Brevard County Property Appraiser records and the client provided conceptual site plan. The property boundaries are not exact. They are for illustrative purposes only.

Aerial Map – Phase 3



The above aerial depiction is from the Brevard County Property Appraiser records and the client provided conceptual site plan. The property boundaries are not exact. They are for illustrative purposes only.

Conceptual Site – Phase 3



Scope of Work

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user. Therefore, the appraiser must identify and consider:

- the client and intended users of the report as well as the intended use;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

Scope Summary - Definition of the Problem

Problem

The purpose of the appraisal is to estimate the Current Market Value of the Fee Simple interest of the subject property on an 'As Is' basis.

Intended Use

The client will rely upon this appraisal for internal use to determine the subject's market value for ground lease negotiations. It is our understanding there is a lease agreement in place for a three-phase development project with an Exclusive Option to lease for Phase 2 and a Right of First Refusal for Phase 3. However, at the request of the client, we have appraised the current fee simple market value of the subject as purchased by 1 buyer at 1 time, and it is our understanding this figure may be used by the client in their negotiation of Market Rent.

Intended User(s)

Intended user of the report is specifically identified as the client. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services.

Appraisal Report

Based on the intended users understanding of the subject's physical, economic and legal characteristics, and the intended use of this appraisal, an appraisal report format was used.

This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). It presents a discussion of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Additional supporting documentation concerning the data, reasoning, and analyses is retained in our file.

Comments

The employed methods and level of analysis provides a credible value conclusion for the subject property.

Competency Comment:

The person(s) signing this report are licensed to appraise real property in the state the subject is located. They affirm they have the experience, knowledge, and education to value this type property. They have previously appraised similar real estate.

Scope of Work

Property Identification

The subject has been identified by the assessors' parcel number, legal description, and address.

Is this a 'Land Only' appraisal?

Yes

Inspection

An inspection of the subject property has been made, with photographs.

Zoning

A review of zoning and applicable land use controls has been made.

Market Analysis

The subject marketing area and surrounding neighborhoods within the county were examined in order to determine factors that significantly affect the subject property. Local land use policies, community support facilities, traffic patterns, demographics, and development trends were considered. A summary of the most pertinent details is presented.

Highest and Best Use Analysis

An "As Vacant" and "As Improved" H&BU analysis for the subject has been made. Physically possible, legally permissible and financially feasible uses were considered, and the most reasonably probable and maximally productive use was concluded.

Information Sources

The appraiser maintains a comprehensive database for this market area and has reviewed the market for sales, rentals and listings relevant to this analysis. In addition, market data acquired in the course of previous appraisal work is retained in the appraiser's work files. Other sources include, but are not limited to the following: Multiple Listing Services, public records, interviews with brokers, buyers, and sellers, appraisal files, published articles and surveys. Information pertaining to this data was verified by one or more parties involved with, or having reliable knowledge of, each individual transaction when possible.

Information Not Available

We had sufficient information to conclude a reliable value conclusion.

Comments

The employed methods and level of analysis provides a credible value conclusion for the subject property.

Competency Comment

The person(s) signing this report are licensed to appraise real property in the state the subject is located. They affirm they have the experience, knowledge, and education to value this type property. They have previously appraised similar real estate.

Utilized Approaches to Value

Cost Approach

The subject is vacant land and this method does not accurately reflect market participant actions.

Sales Comparison Approach

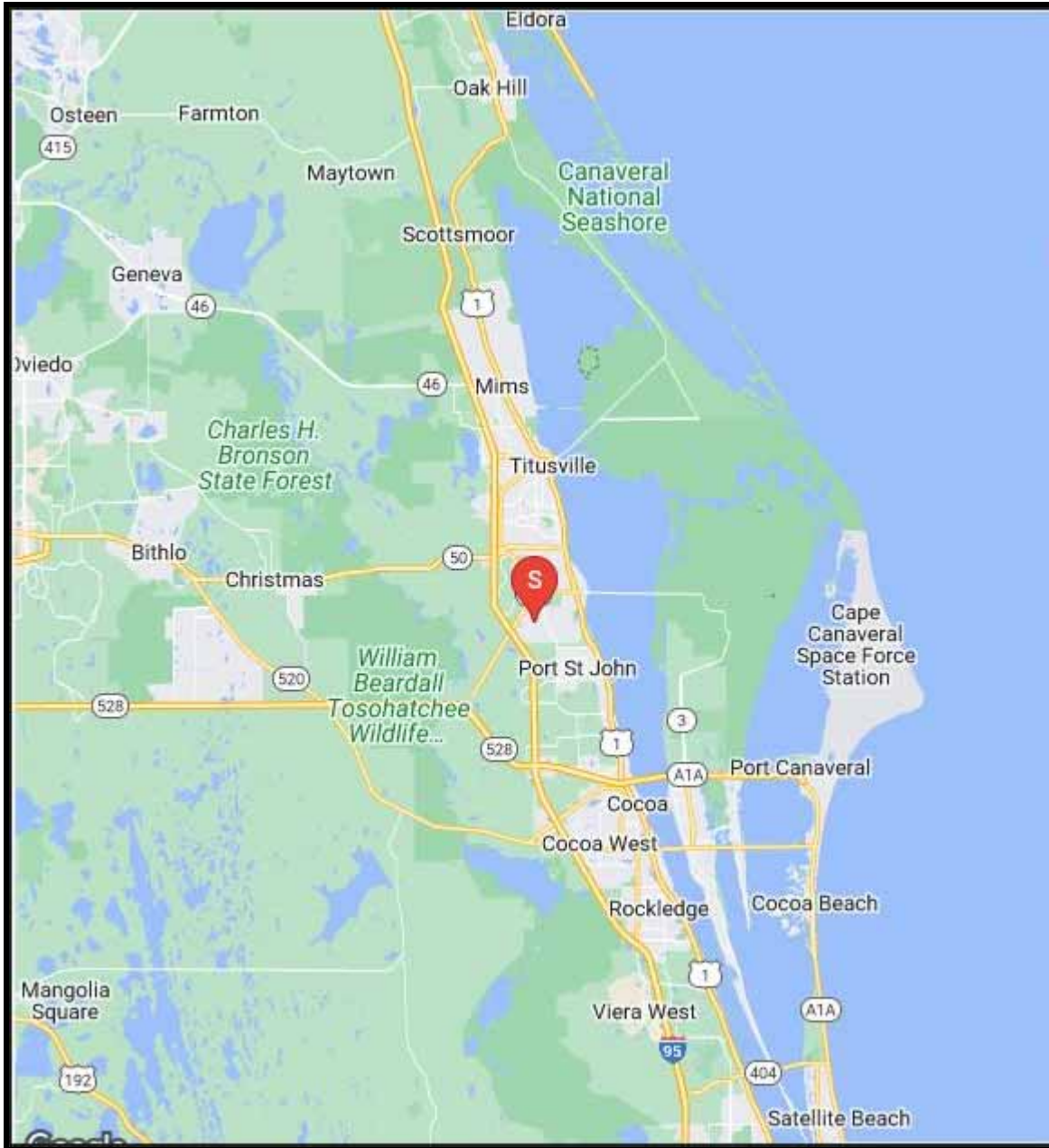
There is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

Income Approach

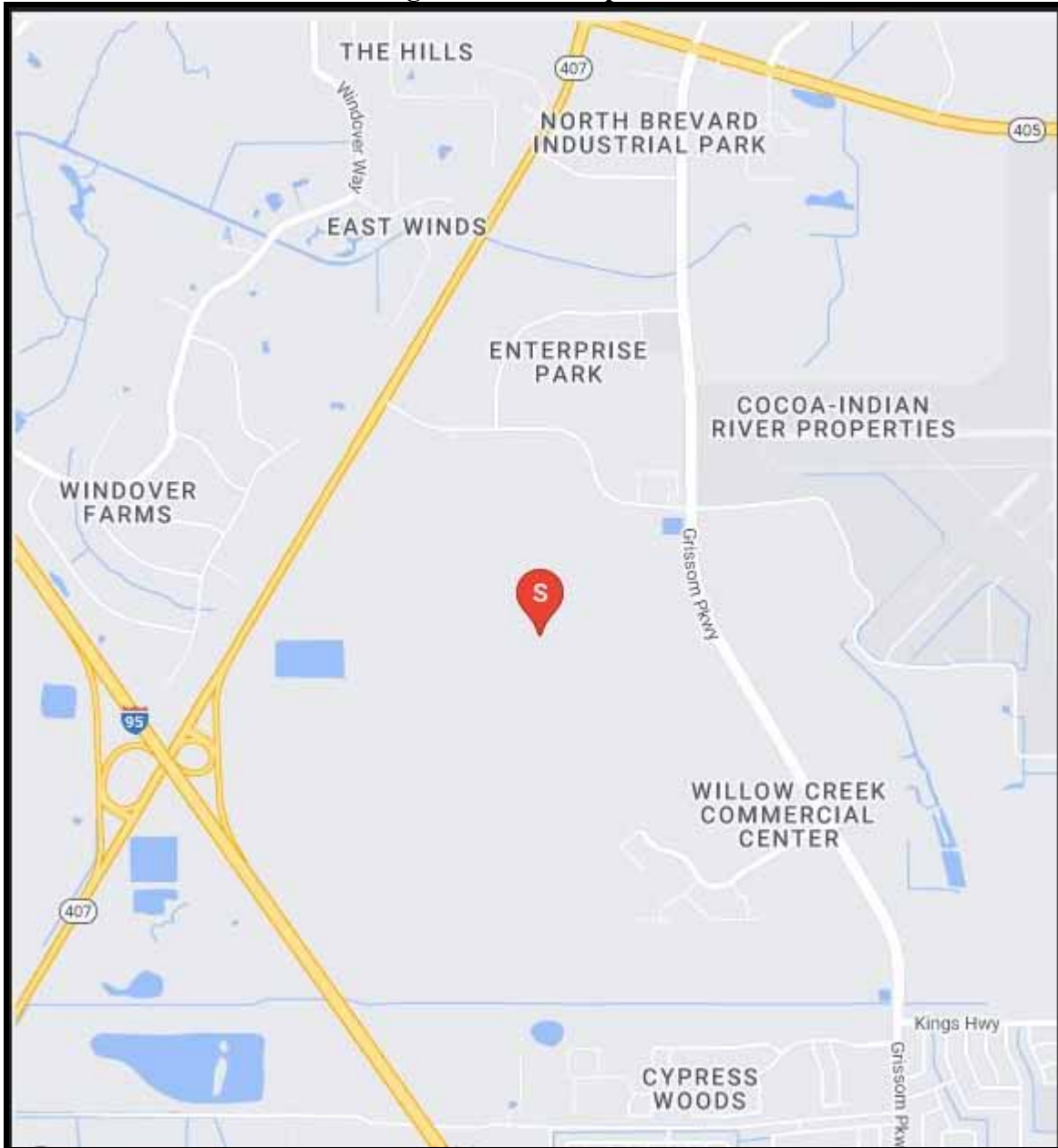
The subject is vacant land and this method does not accurately reflect market participant actions.

Location Maps

Regional Perspective



Neighborhood Perspective



Area Location and Boundaries:

The subject is located within the southern part of the City of Titusville. Titusville is located on the west shore of the Indian River, directly across from the John F. Kennedy Space Center.

The subject's market area is considered to be an area of north Brevard County extending from the City of Titusville south to Port St. John. The neighborhood boundaries are S.R. 50 (Cheney Highway) on the north, the Indian River Lagoon on the east, Interstate 95 on the west, and Port St. John on the south. The northern portion of the neighborhood primarily consists of older residential housing. The southern portion of the neighborhood encompasses the area around the Space Coast Regional Airport (also known as the Ti-Co Airport) and surrounding light industrial properties.

The subject property is located towards the central-southern portion of the neighborhood east of S.R. 407, south of S.R. 405, west of Grissom Parkway, and east of I-95.

West of the subject's neighborhood is a heavily developed commercial node at I-95 and S.R. 50 interchange. This node is surrounded by a low-density residential area, including the large Windover Farms subdivision.

North of the subject neighborhood is the older established section of the City of Titusville. Highway 50 is the predominant road in this area and is nearly 100% developed with commercial uses that support the surrounding residential base.

The area to the east has limited development due to the Indian River. However, S.R. 405 is the direct road way into the Kennedy Space Center.

Residential Uses

Riverfront residential properties are located along Indian River Avenue and Riverside Drive in the northern half of the neighborhood. The land area between Indian River Avenue and US One is mixed between older residential properties, professional offices, commercial businesses, and municipal offices. In the southern half of the neighborhood, single-family residences and some multifamily residential projects are located along the riverfront on US One.

A number of older and smaller single-family and multifamily residences are located in interior areas between US One and Hopkins Avenue. Riverfront homes in this area are interspersed with commercial uses (and multifamily projects). Single-family residential subdivisions dominate the area to the west of the subject's neighborhood. Many homes in this area were built during the late 1950s and 1960s in response to increasing employment opportunities at the nearby Kennedy Space Center.

The newest residential development, Tranquility, a master-planned community, is a mixed-use development for approximately 360 acres situated in the northeast quadrant of U.S.1 and Columbia Boulevard. The master plan shows a mix of single-family homes, residential condominiums, environmental preservation tracts, and a commercial parcel. The project has a maximum planned density of 2,404 residential units. This first phase, The Shores at Tranquility, will consist of 100 (70') lots, with approximately 62 lots being waterfront. In 2021, 58 lots sold between \$170,000 to \$443,000 per lot. The development of Tranquility will influence residential growth in the immediate area.

The Shores Of Tranquility Master Plan Map, Phase I



Source: <https://tranquilityspacecoast.com/site-plans-faqs/>

Forest Trace is located northeast of the subject. This is a 133-lot residential subdivision that was completed in mid-2021. The developer for this community was DR Horton.

A quick recap of the Brevard County Residential Report for August 2022:

- **Closed Sales are down -8.9%** for August 2022 in which the number of units closed was 1,008 compared to 1,107 in August 2021, with a **decrease in cash sales of -15.1%**.
- **New Pending Sales are down -6.9%** and New Listings are up 6.5%.
- **The Median Sales Price for Brevard Single Family homes is up 16.3%** to \$377,835 compared to a year ago, which was \$325,000.
- **Months' Supply of Inventory is up 81.8%** to 2.0 months, from 1.1 months in August 2021.
- **Traditional Sales are down -8.4%** with a median sales price of \$378,385.
- **Foreclosure/REO Sales are down -55.6%** with 4 closed sales and a median sales price of \$195,000.
- **Short Sale Closings are down -100.0%** with 0 closed sales and a median sales price of N/A.

A quick recap of the Brevard County Townhouses/Condos for August 2022:

- **Closed Sales are down -18.1%** for August 2022 in which the number of units closed was 249 compared to 304 in August 2021, with a **decrease in cash sales of -0.7%**.
- **New Pending Sales are down -18.3%** and New Listings are down -17.8%.
- **Median Sales Price for Townhomes/Condos is up 6.9%** to \$279,900 compared to a year ago, which was \$261,868.
- **Months' Supply of Inventory is up 28.6%** to 1.8 months in August 2022 from 1.4 months in August 2021.
- **Traditional Sales are down -17.3%** with a median sales price of \$279,900.
- **Foreclosure/REO Sales are down -66.7%** with a median sales price of \$195,00 and 1 closed sale.
- **Short Sale Closings are down -100.0%** with 0 closed sales in August 2022 and 1 closed sale in August 2021.

BREVARD COUNTY		SPACE COAST Association of REALTORS®	
Market Snapshot - August 2022			
Single Family Homes	2022	2021	% Change
🏠 Median Sales Price	\$377,835	\$325,000	+16.3%
🏠 Homes Sold	1,008	1,107	-8.9%
📅 Days on Market	15 Days	9 Days	+66.7%
📅 Months Supply of Inventory	2.0 Months	1.1 Months	+81.8%
Condos & Townhomes	2022	2021	% Change
🏠 Median Sales Price	\$279,900	\$261,868	+ 6.9%
🏠 Homes Sold	249	304	-18.1%
📅 Days on Market	19 Days	15 Days	+26.7%
📅 Months Supply of Inventory	1.8 Months	1.4 Months	+28.6%

Statistics produced by Florida REALTORS® with data provided by Florida's multiple listing services. Statistics for each month compiled from MLS feeds on the 15th day of the following month. Data released between the 21st - 23rd of each month.

Area Commercial and Industrial Development

For more than fifty years, the barrier island across the Indian River lagoon from Titusville has served as the launch site of historic uncrewed and crewed rockets at Kennedy Space Center (KSC) and Cape Canaveral Air Force Station. The Titusville community has been rooted in research and technology development with companies such as AstroTech (Lockheed Martin completed an acquisition of the assets of AstroTech (bought by Lockheed Martin), the Boeing Company, and United Space Alliance situated here to support the National Aeronautics and Space Administration (NASA) in space exploration and research.

Facilities are situated within industrial subdivisions that include: Spaceport Commerce Park, Riverfront Center, and the Space Coast Regional Airport & Industrial Park. The subdivisions provide more than 2,000 acres of prime industrial property with access to Interstate 95, SR 407, the Beachline (SR 528), SR 405, and the Florida East Coast Railroad. The transportation routes make Titusville well-suited for manufacturing, research, and development.

Subject's Immediate Neighborhood

The immediate subject neighborhood is predominantly a light industrial area. Most of the uses are single-building properties that are high-tech in nature. This neighborhood is a support area for companies providing services to the Space Center. Most of the properties are located within Enterprise Industrial Park, along with two nearby developments, North Brevard Industrial Park and Spaceport Commerce Park.

Spaceport Commerce Park

Developed initially as Enterprise Park, Spaceport Commerce Park began in the 1970s as a planned industrial park, largely for NASA contractors and suppliers. Located just 10 minutes west of Kennedy Space Center, Spaceport Commerce Park is recognized as a prime location for companies supporting the aviation and aerospace sector. Beyond that core, there is a rich diversity of large and small companies occupying this mature and active industrial park, including warehouse and distribution facilities, advanced manufacturing companies from plastics thermoforming to temperature test chambers, refrigerated transport solutions, security services, and technical training and e-learning providers.

EXISTING BUSINESSES

- Occupied Parcels
- Available Properties

Enterprise Park / North Brevard Industrial Park

Spaceport Florida Industrial Park is located on the south side of S.R. 405, on the east side of S.R. 407, north of the Ellis Canal, and along Grissom Parkway. Spaceport Florida Industrial Park is actually a generic name for an area that includes both North Brevard and Enterprise Industrial Parks. The Enterprise Industrial Park, located around Armstrong Drive and Shepard Drive, was constructed by Brevard County in the early 1970s. It contains 391 acres within a designated foreign trade zone. Enterprise Industrial Park is affected by Restrictive Deed Covenants that were recorded in O.R. Book 2460 Page 2995, on October 6, 1983. The land affected is south of the Ellis Canal, east of S.R. 407.

Enterprise Industrial Park showed early signs of success. About 135 acres were sold in 2-to-5-acre increments. Sales in the mid-80s were near \$35,000 per acre. However, since then, only a few parcels have been sold every couple of years. There are approximately 160 acres of vacant land remaining in this park.

Brevard County owns the available land in this park. Mr. Troy Post (321-960-1458) handles the marketing efforts, and he has reported that in the recent time frame, the land price quoted to serious prospects has been in the range of \$30,000 to \$45,000 per acre but only to potential buyers that fit the specific profile of Economic Development Goals for Brevard County. *These are non-arm's length transactions and require development timelines and employment thresholds.*

The most recent “tenants” located in Spaceport Commerce Park include Paragon Plastics, a company specializing in plastic “thermoforming”. This company relocated to Titusville in 2016 on a 5.15-acre parcel along Armstrong Road, where it constructed a \$3M+/-, 66,000 SF facility. This company received tax breaks from Brevard County as an incentive. The site was purchased for \$108,200 in March of 2015, equating to a \$21,000 per acre price. At the time of sale, the property was held by REO Funding Solutions V, LLC, an investment company out of Atlanta that purchased the site in a bulk transaction from TD Bank. The buyer directly approached REO Funding Solutions to negotiate the sale.

In addition, Embraer opened a 50,000 SF airplane seat manufacturing facility on a 15-acre site in the fall of 2016. With the support of Enterprise Florida, The Florida Department of Economic Opportunity, Brevard County, the EDC of Florida’s Space Coast, and the North Brevard Economic Development Zone, they were able to obtain \$2.5M for Embraer to offset the costs of constructing the new facility. Embraer Air leased the land with the ability to expand to 20 acres. The land lease rate is \$1 per year. Mr. Post indicated there was a provision for Ember Air to purchase the land at a rate of \$20,000 per acre. The \$3.5 million facility added 150 new jobs paying an annual average wage of \$48,000.

Embraer – Aero Seating Technologies site



Area Transaction Activity

Lockheed Martin / AstroTech acquired several parcels near the subject property related to space / Kennedy Space Center operations and has been a major influence on the subject's immediate neighborhood in recent years.

- Astrotech purchased a large 62-acre tech manufacturing facility in 2014 located at 1515 Chaffee Drive for a recorded sale price of \$11,000,000.
- Astrotech purchased a 45,562 SF office and local headquarters facility located at 8855 Grissom Parkway in August of 2017 for a reported sale price of \$2,100,000. This purchase was motivated by the need for staff office space.
- Lockheed-Martin Properties Inc completed the purchase of a 52,099 SF office/warehouse facility in June of 2018 for a reported sale price of \$1,700,000. This facility was vacant for several years and is located at 1400 White Drive. Lockheed-Martin purchased the property with the intention of owner-occupancy after reported plans for a major renovation and expansion of the facility.
- Lockheed-Martin Properties Inc acquired an 87,072 SF office facility known as the United Space Alliance property located at 1102 John Glen Blvd in May of 2017 for a recorded sale price of \$5,500,000. This office facility is located along the south side of John Glen Blvd.
- Lockheed-Martin Properties Inc also completed the purchase of 14.25 acres of vacant industrial land in July of 2018, which was reportedly purchased for future development for a recorded sale price of \$1,225,000.

Market Participants are very aware that Lockheed Martin has made a strategic push into the immediate area with an overall operation goal of increasing their ballistic missile, aeronautical engineering, and space commercialization presence.

In addition, the Inter-Tech Business Park is a small flex office/warehouse facility located on Chaffee Drive and was developed in two phases. The first phase is located at 1425 Chaffee Drive. Phase One was developed in 1986 and 1990 and contained four flex-type buildings. The four buildings range in size from 11,400 SF up to 11,600 SF each. Phase Two is located at 1415-1419 Chaffee Drive. Phase Two was developed in 1990 and contained three flex-type buildings. The three buildings range in size from 19,059 SF up to 19,514 SF each.

Riverfront Center is an existing commercial subdivision that is located at the southeast quadrant of the intersection of U.S. Highway 1 and the NASA Causeway (SR 405). Riverfront Center was designed as a DRI (Development of Regional Impact) that encompasses 145 acres partitioned into 19 multi-acre parcels with related roads and drainage tracts. The Riverfront Center was originally developed in the late 1980s as the VectorSpace DRI and later renamed Riverfront Center.

The uses stated to be allowed in the DRI include a mix of offices, industrial, commercial space, and hotels together with supporting and/or approved compatible uses. The subdivision has covenants, restrictions, and architectural guidelines to maintain the integrity of the development.

The City of Titusville's Planning Department reports that the DRI for the project expired on December 31, 2014. The result is that future development in the subdivision may have to meet the local Planning and Zoning requirements.

Other influences in the neighborhood are the Space Coast Regional Airport and Foreign Trade Zone #136.

Space Coast Regional Airport

One of the primary features of the subject's neighborhood is the Space Coast Regional Airport. The airport is located towards the south-central portion of the neighborhood and encompasses nearly 1,372 acres. The airport serves Titusville, Cocoa, Port Canaveral, and the Kennedy Space Center.

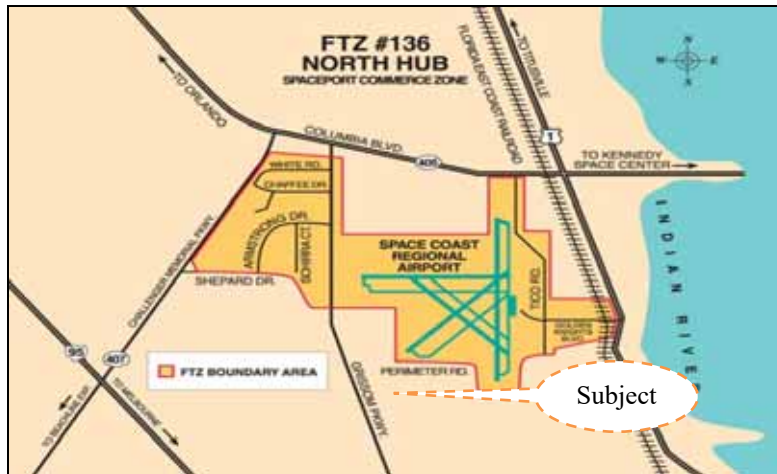
We note that no commercial carriers are currently operating at SCRA; however, several private aircraft, R&D firms, maintenance operations, and FBOs operate at this facility.

Activities located at the airport, on leased land, include aircraft repair services, turbo engine maintenance, avionics repair services, T-hangers, aircraft rescue & fire fighting, aircraft sales and charter services, flight instruction, and full-service fixed base operators (FBOs). The FBO's include Bristow Helicopter Academy (the world's largest civilian trainer of helicopter pilots with 160 employees and 57 helicopters) and Spacecoast Jet Center. These FBOs provide a full range of services, including jet and aviation fuel, aircraft repairs and maintenance, and aircraft storage facilities.

Most recently, Space Perspective, a leading luxury spaceflight experience company, announced Space Coast Spaceport in Titusville was selected for the company's worldwide campus and manufacturing complex. The company already has a presence at Kennedy Space Center, where its launch operations are located. Space Perspective is now building a campus at the Space Coast Spaceport for its capsule and balloon manufacturing facility, laboratories, and operations infrastructure.

Foreign Trade Zone #136

Encompassing 4,158 acres, FTZ 136 is among the largest foreign trade zones in the country. FTZ 136 general-purpose sites include Port Canaveral, Melbourne International Airport, Space Coast Regional Airport, Spaceport Commerce Park, and Tate Industrial Park. Manufacturers reduce expenses in importing, assembling, manufacturing, testing, repackaging, distributing, and exporting within this zone. However, in our research and analysis, we have found no measurable economic effect of land and improvements within the trade zone versus outside of it. There does not appear to be either a significant increase/decrease in land or improvement values.



Port Canaveral Logistics Center

The Port Canaveral Logistics Center is situated in the SE portion of the subject’s market area. Port commissioners approved plans for Port Canaveral to sell the 246,240 SF build-to-suit warehouse/distribution building constructed on a 12.66-acre parcel off U.S. 1, just east of the Space Coast Regional Airport. The list price is \$18.5M. The port initially planned to lease the building from Flagler Global Logistics, which developed the site, but port commissioners decided it would make more financial sense to buy the building outright in 2016. They have decided it no longer fits their mission profile and placed the property on the market. The property closed on March 3, 2021, for \$17.5 million.

PORT CANAVERAL LOGISTICS CENTER AT TITUSVILLE
Phase 1 (NOW COMPLETE AND READY FOR OCCUPANCY)

7700 US Highway 1
 Titusville, Florida 32780

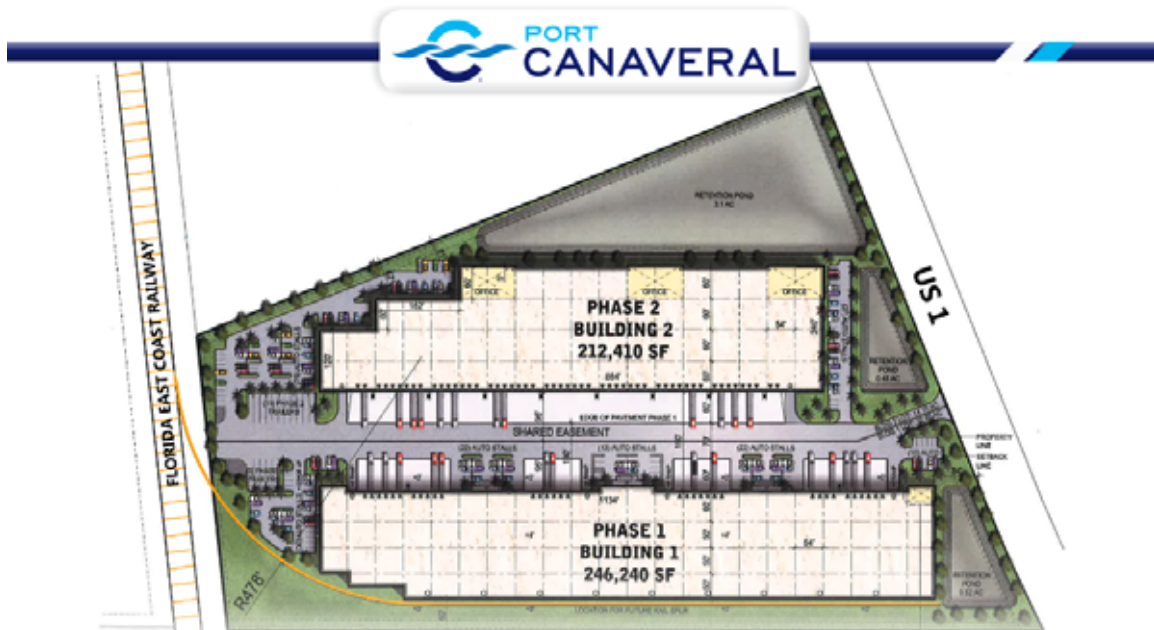




Photo of Building 1 of the Port Canaveral Logistics Center

Kennedy Space Center

Kennedy Space Center has a major impact on the entire area. NASA's Kennedy Space Center director, Bob Cabana, created the Center Planning and Development Office, or CPDO, in 2008 to manage the center's transformation to a multi-user launch complex serving both government and the commercial space industry. This is a new approach for the center, which is very different from how it has operated throughout its nearly 50-year history.

The CPDO's goal is to provide one-stop shopping for all economic development and partnering at Kennedy Space Center. The office provides a direct link to industry to bring their work to the center. Through partnerships with Space Florida, the Economic Development Commission of Florida's Space Coast, Brevard Workforce, and many other organizations, Kennedy Space Center is willing to enter into agreements that allow the possibility of opening current land holdings or building improvements to lease.

Most of the land areas comprising KSC are on the northern part of Merritt Island, forming a barrier island complex with adjacent Cape Canaveral/Port Canaveral. Undeveloped areas, including uplands, wetlands, mosquito control impoundments, and open water areas, comprise approximately 95% of the total KSC area. Nearly 40% of KSC consists of open water, including portions of the Indian River, Banana River, Mosquito Lagoon, and all of Banana Creek (NASA).

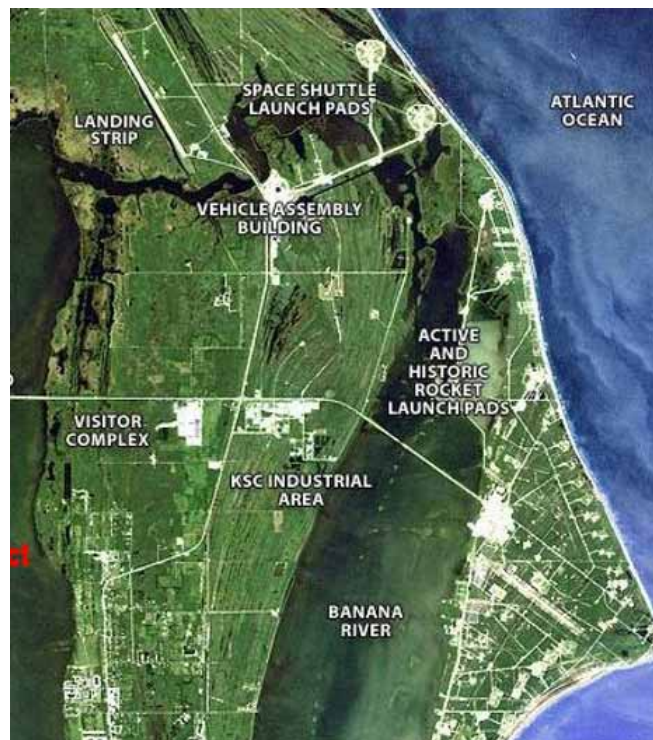
NASA maintains operational control over approximately 7,500 acres of KSC. This area comprises the functional area, which is dedicated to NASA operations. Undeveloped operational areas are dedicated safety zones around existing facilities or are reserved for planned and future expansion.

Both Merritt Island National Wildlife Refuge and Canaveral National Seashore effectively provide a buffer zone between NASA operations and the surrounding communities. This buffer is integral to spaceport operations because of the safety features inherent in remote locations.

Just outside of the southern boundary of KSC is unincorporated Brevard County. Surrounding land uses are light industrial, sporadic small freestanding commercial buildings, retail or office, and rural residential home sites. The majority of the land off Courtenay Parkway and South of the KSC boundaries is rural residential.

The area north of NASA Parkway is predominately agricultural and conservation in land use. Land areas to the south of NASA Parkway consist of Public Outreach, Spaceport Management, Research and Development, and security structures. NASA Causeway intersects U.S. Highway 1 on the mainland to provide access to the rest of Brevard County. The nearby community of Port St. John and the City of Titusville are located approximately 10 miles west of Kennedy Parkway. Both communities offer a full complement of supporting services, including medical facilities, shopping, professional services, restaurants, etc., and are home to many of the KSC employees. There is no permanent residential housing on the KSC campus.

The following map of the Kennedy Space Center provides a layout of the space center.



Kennedy Space Center is serviced by over 211 miles of roadways, with 163 miles of paved roads and 48 miles of unpaved roads. NASA Causeway is the primary entrance and exit for cargo, tourists, and personnel. This four-lane road originates on the mainland in Titusville as State Route 405 and crosses the Indian River Lagoon onto KSC. Once passing through the Industrial Area, the road reduces to two lanes of traffic, crosses over the Banana River, and enters the Cape Canaveral Air Force Station. The major north-south artery for KSC is Kennedy Parkway, which transitions to Courtenay Parkway (State Route 3) further south. It can be accessed from the north, where it intersects with U.S. 1, and from Titusville via S.R. 406/402. The southernmost entrance and exit for KSC are on State Route 3 at north Merritt Island.

Space Commerce Parkway is a two-lane, north-south artery road that services the quadrant south of NASA Parkway and west of Kennedy Parkway. Space Commerce Parkway intersects with NASA Parkway to the north and Kennedy Parkway to the east.

Economic Base:

On April 23, 2021, NASA and SpaceX launched a new four-astronaut team on a flight to the International Space Station, the first crew ever propelled into orbit by a rocket booster recycled from a previous spaceflight. The mission marked the second "operational" space station team to be launched by NASA aboard a Dragon Crew capsule since the United States resumed flying astronauts into space from U.S. soil last year, following a nine-year hiatus at the end of the U.S. space shuttle program in 2011. But it also demonstrated an economic rebound ten years in the making. For a local economy once devastated by the Space Shuttle Program's end and the Great Recession, achievements in the private space industry have promoted a revitalized economy that continues to display an upward trajectory.

Since 2011, KSC has started transitioning to a multi-user spaceport, enabling a more diverse user base through grants and transfers of more than \$1.1 billion of assets NASA owned in 2011 to non-NASA stakeholders. The divestment of assets changed KSC from a single program to a multi-user spaceport.

To fill the void created by the Shuttle Program's end, many private space companies began to undertake concerted efforts to transform space travel into a cost-efficient, commercial alternative. SpaceX, an early contender in commercial space travel, was one of the first to capitalize on the area's aerospace focus. Blue Origin, founded by Amazon CEO Jeff Bezos, laid claim to a historic launchpad to develop its new rocket called the New Glenn. The company had also built a rocket manufacturing facility nearby, requiring a \$200 million capital investment and creating over 330 new jobs. Close by, OneWeb, a satellite company with plans to provide Internet service worldwide delivered from space, also began expanding its operations.

In 2019, two startup rocket companies, Firefly and Relativity announced deals to refurbish and restructure launch pads that had laid dormant for years. Furthermore, these companies joined larger, private defense-industry companies such as Boeing, Northrup Grumman, Lockheed Martin, and L3 Harris Technologies, which had partnered with the federal government for years.

In total, the arrival of major private space companies infused a mixture of capital investment, job creation, and industry diversification into a struggling economy. According to the Space Coast Economic Development Commission, between October 2010 and September 2017, there were over 49 new private projects, 8,700 new jobs, and a capital investment of around \$1.68 billion. Space Florida's aerospace economic development agency's efforts to retain and recruit aerospace companies to the region resulted in 37 new space-related companies and nearly 7,639 jobs between 2018 and 2019. These jobs boasted an average annual wage well above \$91,000.

These economic advancements in the private space industry spilled over into other sectors of the local economy, such as real estate, retail, and hospitality. Across the river in Titusville, where for-lease signs once sprang up following the Shuttle's final departure, an 18,000-square foot day-care center was constructed, hotels and condominiums broke ground, and a once defunct shopping mall was rebuilt into a new shopping center. The city's tax base skyrocketed from nearly \$450 million in 2010 to around \$850 million by 2018. Once again, visitors from across the world have arrived to watch launches, nostalgic for a coast that has seen launches from the Apollo to the Space Shuttle Programs.

FIG. 1. COMMERCIAL ACTIVITY ALONG THE SPACE COAST³



SpaceX has an ambitious plan to send a crewed spacecraft to Mars by the decade's end. Blue Origin was recently selected to begin advancing NASA's Artemis program, a program to return astronauts to the moon by 2024. Even NASA continues to play an integral role in the furtherance of space exploration by refining its Space Launch System (SLS) and successfully sending a new rover called "Perseverance" to the Martian surface.

In the ten years since the Shuttle's retirement, private space companies, such as SpaceX, Blue Origin, OneWeb, and larger defense industry companies, like Boeing and Lockheed Martin, have fueled the area's economic rebound, creating an aerospace ecosystem with tremendous economic benefits. The lasting effects of the area's economic diversification and revitalization remain to be seen. Especially in light of the ensuing COVID-19 pandemic; however, if the past few years are any indication of what is to come, the Space Coast will continue to push the frontier on economic growth as space exploration once again invigorates a local economy and captivates the curiosity of a nation.

*Source: The Economic Impact of a Rebounded and Revitalized Space Program on Florida's Space Coast
SEPTEMBER 2020*

Planned Private Company 2022 Launches

SpaceX and United Launch Alliance have been the main companies launching rockets from the KSC over the past few years. In 2021, SpaceX had a record of 16 launches from Launch Complex 40 and an additional 12 other liftoffs. ULA had three successful launches in 2021. Both companies plan to keep up that pace in 2022. In addition to SpaceX and ULA, Blue Origin and several new commercial rocket companies are looking to join the launch party from the Space Coast with plans to launch in 2022.

Based in Long Beach, California, Relativity Space is the first company to launch fabricated rockets using 3D printing technology. These rockets can be created from nose cone to engine in as little as 30 days. Relativity Space is planning its first-ever launch from Launch Complex 16. The first launch is to test if the rocket can successfully make it into orbit. Relativity already has eight customers. Two customers include the U.S. Department of Defense and NASA, which awarded the company \$3 million as part of its Venture Class Launch Services Demonstration 2 contract.

Based in Alameda, California, Astra launched its rocket in Alaska and planned to launch its rocket on the Space Coast in January. Astra's "Rocket 3" is a small rocket, standing only 38 feet tall, and can carry a payload of up to 331 pounds. Astra recently secured launch rights from Launch Complex 46 through Space Florida, the state's aerospace economic development agency.

Blue Origin is targeting a 2022 lift-off for its rocket "New Glenn." With work now completed on Launch Complex 36, Blue Origin only awaits the arrival of the 313-foot-tall rocket, which can carry a payload of up to 50,000 pounds.

Artemis 1 will be NASA's first uncrewed flight test which integrates the Orion spacecraft, Space Launch System (SLS) rocket, and ground systems at Kennedy Space Center for deep space exploration. The Orion spacecraft will launch aboard the world's most powerful rocket and travel more beyond the moon in a three-week mission. The mission will send the spacecraft built for humans farther into space than any previous flight mission.

The initial Artemis 1 launch was scheduled for lift-off on August 29, 2022, from Launch Pad39. However, mechanical issues and a pending hurricane have postponed lift-off several times. The lift-off planned for September 27, 2022, was interrupted due to Hurricane Ian, which pushed across the State of Florida on September 29, 2022. Finally, after multiple delayed launch attempts, the Artemis 1 successfully lifted off on November 16, 2022,



Altogether, 2022 could see five companies regularly launching from Cape Canaveral and KSC.

Recent Announcements:

Launch Complex 49 is a proposed launch site located on the extreme north end of KSC. SpaceX recently submitted a proposal to NASA to construct a new launch pad, Launch Complex 49, on a 175-acre site at the Kennedy Space Center. If approved, the site would support the launch and landings of the SpaceX Starship and the Super Heavy Rocket. The site is located north of Complex 39B and has been a part of the KSC master plan for several years. According to Tom Engler, Kennedy’s director of Center Planning and Development, this may be the most significant change to the space center since the center’s inception.

However, there are pressing concerns regarding the development of Launch Complex 49. One concern is the potential for prolonged closures of beach access roadways at the southern end of Playlinda Beach, which was routinely closed for launches during the space shuttle era. The other concern is the destruction of coastal wetlands that would result from the SpaceX launch and landing site. According to Mr. Charles Lee, the director of advocacy for Audubon Florida, the natural habitat that adjoins the proposed launch site, which includes the Merritt Island Wildlife refuge, “is one of the most important birding sites in Eastern North America.” A formal and detailed environmental study of potential environmental impacts from the rocket pad will be conducted and overseen by NASA. The study is slated to start in early 2022.

Space Perspective, a leading luxury spaceflight experience company, announced Space Coast Spaceport in Titusville was selected for the company's worldwide campus and manufacturing complex. The company already has a presence at Kennedy Space Center, where its launch operations are located. Space Perspective is now building a campus at the Space Coast Spaceport for its capsule and balloon manufacturing facility, laboratories, and operations infrastructure. The company is anticipated to invest more than \$38 million in new construction and high-value equipment, including the \$9 million 120,000 SF manufacturing building, which will be fully operational within the next 24 months. Overall, the company expects to supply approximately 240 full-time permanent jobs by the end of 2026, with an annual average salary of \$80,000.

Blue Origin Expansion has recently submitted a new permit application to expand the south campus at Exploration Park. The company plans to expand in phases and include multiple manufacturing factories, warehouse expansions, and other improvements. The first phase includes Manufacturing Factory A, a chemical processing facility, and a small warehouse expansion. Phase 2, although unknown when this phase will begin, will include the construction of Manufacturing Facilities B and C and another warehouse expansion.



Source: <https://spaceexplored.com/2021/11/18/blue-origin-continues-to-expand-its-florida-presence-with-south-campus-expansion-planned/>

Blue Origin is anticipated to perform a series of mock tests in preparation for the first launch of the New Glenn heavy-lift rocket. Similar to SpaceX's Falcon 9 rocket boosters, the New Glenn booster will allow Blue Origin to reuse the rocket. The New Glenn orbital-class launch vehicle will be the first Blue Origin rocket built on the Space Coast.

Lockheed Martin Corp. won a \$58 million contract modification bringing more missile work to Brevard County. They were awarded the U.S. Navy contract to produce Trident II missiles. About 40% of the work will occur between Cape Canaveral, Titusville and Merritt Island, finishing by Sept. 30, 2024. The contract is an add-on to a \$141 million contract awarded on Aug. 30. Lockheed Martin also won a \$9.5 million contract modification to produce sensors for the U.S. Army which will happen in Orlando, with an expected completion date of Sept. 30, 2021. As a result, in early December, they announced plans by 2023 to add more than 700 jobs in the area, including engineer and technician positions.

Astronaut Training Complex:

Space Florida plans to build an Astronaut Training Facility just north of the One Web facility, adjacent to the Kennedy visitor complex. The complex is expected to facilitate astronaut training for various missions as well as other customers. The total development area is approximately 66 acres and will include the following areas:

- Astronaut Training Facilities
- Astronaut Accommodations
- Support Facilities
- Parking
- Stormwater Management Ponds



Figure 3-2 Aerial Location Map

August 2021

Environmental Assessment for Exploration Park Team



Figure 3-3 Conceptual Plan View Map of Proposed Action

Source: <https://spaceexplored.com/2021/07/30/scoop-space-florida-to-construct-an-astronaut-training-complex-at-kennedy-space-center>

¹Boeing has been a dominant presence on the Space Coast for six decades. In 2011, Boeing announced its Starlink program, and in 2019 Boeing continued to increase their footprint on the Space Coast by making the major announcement that the company planned to relocate the headquarters of its Space and Launch division from Arlington, Virginia, to Titusville. According to Lynda Weatherman, president and CEO of the EDC, “Boeing’s Space and Launch Headquarters will be another turning point for our community, as it represents a new set of activities for Boeing on the Space Coast.” Following are some of the Boeing projects and programs that have had an impact on Florida’s Space Coast:

¹<https://spacecoastedc.org/edc-announces-boeing-space-and-launch-headquarters-moving-to-floridas-space-coast/>

- The Boeing-built X-37B uncrewed, reusable space vehicle continues to perform record-setting, long-duration missions for the U.S. Air Force.
- Boeing’s satellite programs anticipate increased tempo in local payload processing and launch activity.
- The CST-100 Starliner commercial spacecraft is preparing for two flight tests later this year ahead of operational missions to the International Space Station beginning in 2020.
- Boeing continues to achieve milestones toward delivery of the first two core stages of the world’s most powerful rocket, NASA’s Space Launch System, for uncrewed and crewed missions to the moon’s orbit leading to the first crewed lunar surface landing in 50 years, and then to Mars.
- The United Launch Alliance joint venture continues to meet vital launch needs for national security, scientific, and telecommunications missions through its Atlas and Delta rockets while entering the formal qualification phase for the new Vulcan Centaur launch vehicle.

The shuttle landing facility, one of the longest runways in the world, was used by NASA's Space Shuttle for landing until the program's end in 2011. It has been master leased by Space Florida and renamed the Launch and Landing Facility (LLF). They are in the process of site work to clear, fill, grade, and improve airside parcels with power, water, and communications services. The facility has over 400 acres of developable property for both runway direct access and land side facilities. The facility would support users that require

- Horizontal launch and landing
- Suborbital flight training and research
- Weightless flights
- Test-flight aviation
- Straight-line aerodynamics testing



Access and Linkages

The subject market area has good access with respect to traffic systems and transportation facilities.

Interstate 95 is an interstate highway that traverses the east coast of the United States from northern Maine to south Florida. This road is a major carrier of tourist, commuter, and commercial traffic in the State of Florida. Interstate 95 has an interchange with S.R. 407 and at Cheney Highway.

North/south highway access is provided by U.S. Highway One, Grissom Parkway, S.R. 407, and Interstate 95. U.S. 1 is a principal arterial road extending from Maine to Key West, Florida, along the United States east coast. In Brevard County, this road is the main north/south artery in the county's eastern portion and provides connections with east/west corridors. In the vicinity of the subject neighborhood, U.S.1 has two northbound and two southbound lanes with a grassy median and turning lanes.

State Road 407 is the northern extension of the Beachline Expressway, which is a limited access east/west toll road connecting Orlando with I-95.

Grissom Parkway is a collector road that extends from S.R. 405 south, approximately nine miles to SR 524 in the City of Cocoa. This road provides access to commercial/industrial properties west of the Space Coast Regional Airport and the west side of the airport itself and to residential areas in Port St. John and rural areas north of the City of Cocoa.

Cheney Highway (S.R. 50) is a major commercial corridor that extends west from U.S.1 to an interchange at Interstate 95. It then continues to the Orlando metropolitan area.

Columbia Boulevard (a.k.a. S.R. 405) is a divided four-lane highway that runs south and east from Cheney Highway, near Interstate 95, directly to the Kennedy Space Center and Space Camp. It also extends north from Cheney Highway and turns west into US Highway One. Most properties located along or accessing from Columbia Boulevard are light industrial in nature.

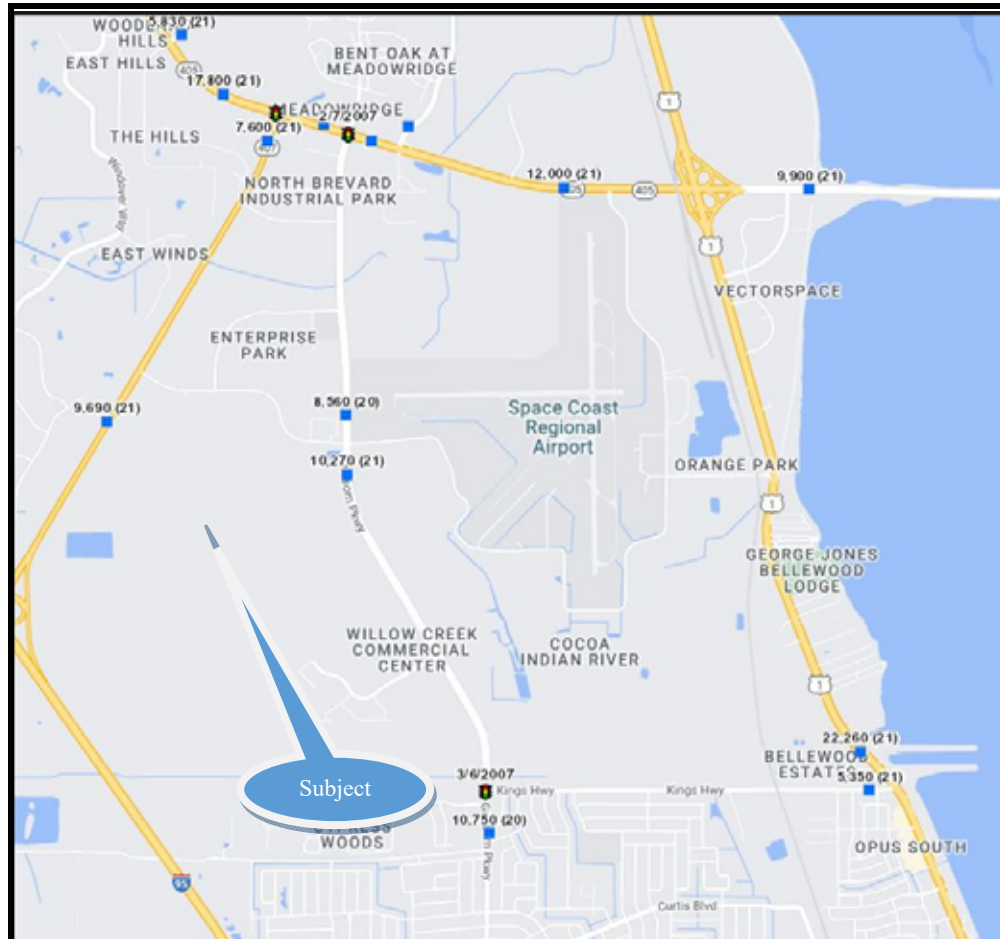
State Road 407 is the northern extension of the Beachline Expressway, which is a limited access east/west toll road connecting Orlando with I-95.

The Florida East Coast Railroad has active railroad tracks extending north-south through the subject market area. In the vicinity of the subject, the tracks are located a short distance west of U.S.1 and generally run parallel to the highway.

Numerous other streets and avenues traversing the neighborhood appear to meet the traffic requirements of the neighborhood adequately. Within this context, the existing traffic facilities are considered adequate to support the subject's traffic and access demands.

Traffic Count Map

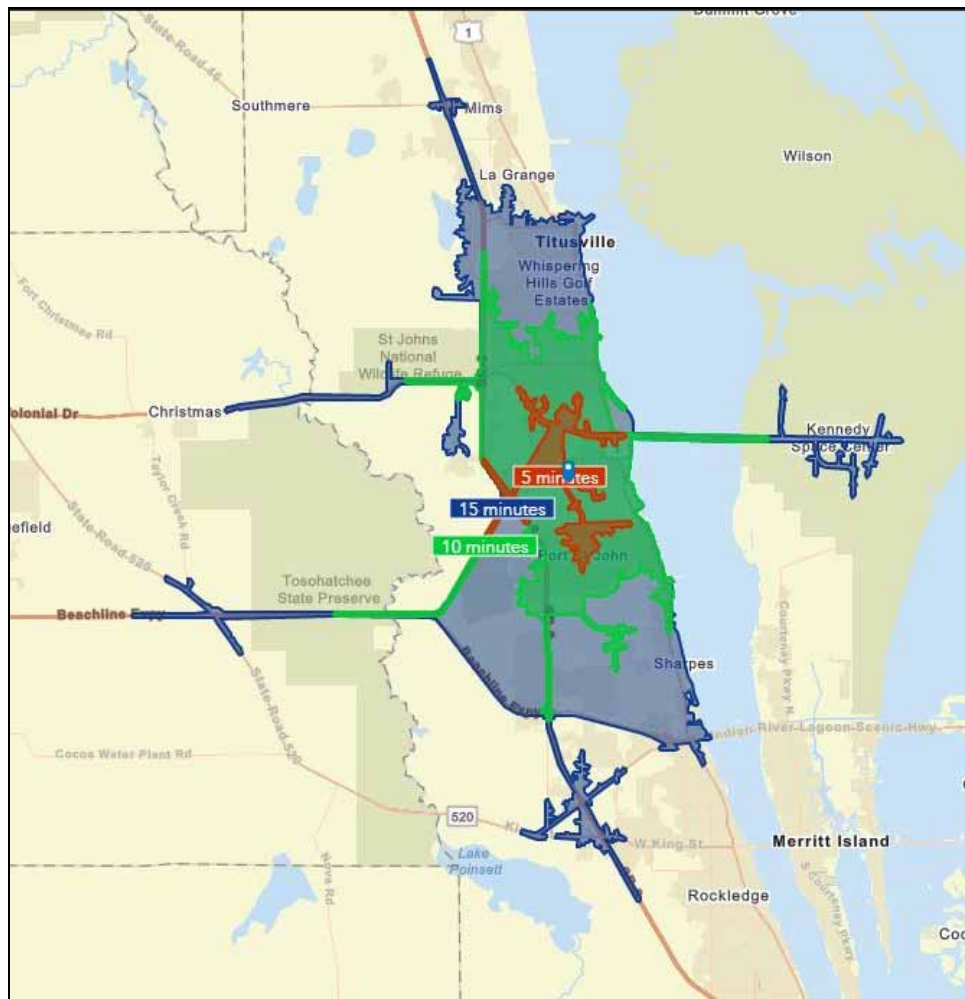
A traffic count map for roadways in the area is located below. The ADT traffic counts on Grissom Pkwy is 10,270 vehicles per day and 9,690 passing vehicles along Challenger Memorial Parkway.



Demographics

For demographic data, we have included a detailed analysis of the neighborhood provided by ESRI, the endorsed GIS firm utilized by both the Appraisal Institute and CCIM members. This data incorporates information reported by U.S. Bureau of the Census, 2010 and 2020 Census of Population and Housing. ESRI then makes credible forecasts for 2022 and 2027. Due to the geographical factors presented by the Indian River Lagoon, the most appropriate study areas are 5, 10, and 15-minute drive times.

Population and income information for the five, ten, and fifteen-minute drive times are shown on the following tables. All three study areas have slight increases forecast for population levels; the five-minute drive time area has the greatest income levels. Slight increases in population and number of households are forecast over the next few years, with greater increases in income levels forecast.





Community Profile

Titusville, Florida
Drive Time: 5, 10, 15 minute radii

Prepared by Esri
Latitude: 28.50843
Longitude: -80.81126

	5 minutes	10 minutes	15 minutes
Population Summary			
2010 Total Population	4,083	39,090	78,026
2020 Total Population	4,267	42,309	81,762
2020 Group Quarters	0	141	1,438
2022 Total Population	4,244	42,278	82,272
2022 Group Quarters	0	141	1,438
2027 Total Population	4,551	43,725	84,418
2022-2027 Annual Rate	1.41%	0.68%	0.52%
2022 Total Daytime Population	3,460	34,186	78,835
Workers	1,597	14,126	37,376
Residents	1,863	20,060	41,459
Household Summary			
2010 Households	1,501	15,760	30,880
2010 Average Household Size	2.72	2.47	2.42
2020 Total Households	1,601	17,402	33,699
2020 Average Household Size	2.67	2.42	2.38
2022 Households	1,599	17,415	33,897
2022 Average Household Size	2.65	2.42	2.38
2027 Households	1,711	18,120	34,911
2027 Average Household Size	2.66	2.41	2.38
2022-2027 Annual Rate	1.36%	0.80%	0.59%
2010 Families	1,081	10,869	20,629
2010 Average Family Size	3.15	2.93	2.91
2022 Families	1,128	11,774	22,207
2022 Average Family Size	3.11	2.89	2.89
2027 Families	1,195	12,173	22,761
2027 Average Family Size	3.13	2.88	2.88
2022-2027 Annual Rate	1.16%	0.67%	0.49%
Housing Unit Summary			
2000 Housing Units	1,232	14,961	30,056
Owner Occupied Housing Units	82.8%	75.2%	69.4%
Renter Occupied Housing Units	11.6%	16.8%	22.0%
Vacant Housing Units	5.6%	8.0%	8.6%
2010 Housing Units	1,635	17,838	35,671
Owner Occupied Housing Units	74.9%	70.2%	65.2%
Renter Occupied Housing Units	16.8%	18.2%	21.4%
Vacant Housing Units	8.2%	11.6%	13.4%
2020 Housing Units	1,695	18,760	36,797
Vacant Housing Units	5.5%	7.2%	8.4%
2022 Housing Units	1,695	18,775	37,004
Owner Occupied Housing Units	81.8%	77.0%	72.3%
Renter Occupied Housing Units	12.6%	15.8%	19.3%
Vacant Housing Units	5.7%	7.2%	8.4%
2027 Housing Units	1,811	19,601	38,187
Owner Occupied Housing Units	83.1%	77.8%	73.1%
Renter Occupied Housing Units	11.4%	14.7%	18.4%
Vacant Housing Units	5.5%	7.6%	8.6%
Median Household Income			
2022	\$75,035	\$65,119	\$59,034
2027	\$82,865	\$78,343	\$71,305
Median Home Value			
2022	\$234,060	\$235,318	\$229,601
2027	\$267,699	\$278,339	\$278,147
Per Capita Income			
2022	\$37,938	\$35,494	\$33,741
2027	\$44,485	\$42,215	\$40,471
Median Age			
2010	40.8	42.5	42.3
2022	43.5	45.1	45.8
2027	44.6	45.6	46.2

Data Note: Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.

Source: Esri forecasts for 2022 and 2027. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

September 05, 2022

Summary and Conclusion

In summary, the subject's neighborhood is an established light industrial and commercial district. Given the history of the area and the growth trends, it is our opinion that after years of decline, a number of economic generators, including Port Canaveral, KSC, the residential housing market, and new retail growth, have elevated demand and property values have increased year over year for several years now and should continue to remain stable in the near future.

As Port Canaveral and Kennedy Space Center expand and continue to attract new business, the overall property values will increase. We further note that the subject is in an area with large amounts of vacant land tracts. All of these parties would compete for any potential large user interested in the market. It is likely that though significant new users are coming into the marketplace, economic incentives, discounted pricing, and a large supply of vacant land will play a role in future new development. In comparison to other areas in the region, the market area is rated as follows:

Market Area Comparison	
Arterial (Highway) Access	Average
Public Transit	Below Average
Governmental Services	Average
New Construction	Average
Market Sentiment	Average
Employment Trends	Above Average
Demand Generation	Average

Zoning

The requirements noted below are not intended to represent all applicable aspects of the ordinance. They do provide the reader with knowledge of general legal parameters.

The subject “As Is” has five zoning classifications. Therefore, our Sales Comparison Approach considered industrial, residential and commercial uses. Phases 1 and 2 are zoned Heavy Industrial and Open Space Recreational. Phase 3 is zoned Heavy Industrial, Community Commercial, Single-Family Residential, Planned Industrial Development, and Open Space and Recreational. The developer intends to seek approvals for PID – Planned Industrial District for Phase 3, which will also require an amendment to the Comprehensive Land Use Plan through the State. The process is expected to take 24 months to complete. It is too early in the process to know if rezoning the entire site to PID will get approval. However, the developer is planning a mixed-use project that will include hotel, office, and commercial uses fronting Challenger Memorial Parkway and industrial uses fronting Grissom Parkway.

Zoning Summary			
	1	2	3
Zoning Authority	Titusville	Titusville	Titusville
Zoning District	Heavy Industrial	Community Commercial	Single-Family Residential
Zoning Code	M-2	CC	R-1B
Zoning Intent/Summary	The Industrial (M-2) District is established to preserve such districts for the function of various heavy and extensive industrial activity, wholesaling, warehousing and distribution without creating hazards or property devastation to surrounding land uses. This district shall be located in areas accessible to collector or higher classification roadways and served by public services and facilities. These districts shall be discouraged from locating next to areas designated for residential or low intensity commercial uses.	The Community Commercial (CC) district is established for general commercial activity. This district is designed to provide for a wide range of permitted uses and conditional uses that offer goods and services of both a convenience and desirable nature to shoppers. This district will serve a group of neighborhoods and larger trade areas. Development within this district requires larger land areas and is primarily located along arterial thoroughfares and major street intersections. It	The Single-Family Medium Density (R-1B) district is designed as a district for the principal use of medium-density single-family dwellings. The purpose of the district is to promote orderly and proper development of single-family residential units together with certain structures and uses that are compatible with property in the district. It is further intended that governmental, religious, recreation and other immediate needs of this district are served while a quality environment is provided for the residents of this designation and City.
Permitted Uses	Permitted use include but are not limited to Automobile repair, Package and parcel delivery service, Screen printing shops, Bakeries, and confectionaries, Bottling plant, Building trade services, Craft brewery/distillery, Dry cleaning plants, Freight distribution, Heavy manufacturing, Laboratory, Light manufacturing, Machine shop, Mechanical service and repair, Production print shops, printing, engraving, Transportation facilities, Warehousing/wholesaling, Airpark, Airports, Public utility, Solar facility, and Public or Non-Profit parks.	Permitted use include but are not limited to Automobile repair and sales, Bakery Retail, Bicycle sales/service, Boat sales, Book store, Car rental agencies, Clothing and shoe stores, Drinking establishment, Dry cleaner, Emergency clinic, Financial institutions, Fitness center, Florists, Funeral establishment, Furniture store, Graphic printing and copying services, Grocery store, Hardware store, Insurance office, Jewelers, Laundromat, Legal office, Liquor store, Medical equipment and supply sales, Medical office/clinic, Personal services, Professional offices, Retail sales/service, and Private and Non-profit parks.	Permitted use include but are not limited to Neighborhood Group Homes, Single-Family Dwelling, Family Day Care Homes and Parks (Private, Public and Non-Profit)
Future Land Use	Industrial	Commercial High-Intensity	Low Density Residential
Minimum Lot Area	20,000 square feet	10,000 square feet	7,500 square feet
Minimum Lot Width	100 feet	100 feet	75 feet
Front Set Back Distance	25 feet	25 feet, Plus one (1) foot for each foot of building height over thirty-five (35) feet.	25 feet
Side Yard Distance	Side corner - 25 feet; Interior - 25 feet	Side corner - 15 feet; Interior - 10 feet Plus one (1) foot for every two (2) feet of building height over thirty five (35) feet.	Side Corner - 20 feet; Interior - 10 feet
Back Yard Distance	25 feet	25 feet, Plus one (1) foot for every two (2) feet of building height over thirty-five (35) feet.	25 feet
Maximum Building Height	50 feet; Any structure which exceeds fifty (50) feet in height shall provide one (1) additional foot of setback in all required setbacks for each foot above fifty (50) feet.	None	35 feet
Zoning Parking Requirements	Varies depending on use	Varies depending on use	Two (2) spaces per dwelling.
Deed Restrictions/Moratoriums	To our knowledge, there are no land use regulations other than zoning that would affect the property. Further, there is no moratorium on development.		
Entitlements	We provided no information by ownership that the subject site possesses any entitlements that would affect the subject site. We assume that the subject does not have entitlements in place, which would significantly affect the value.		

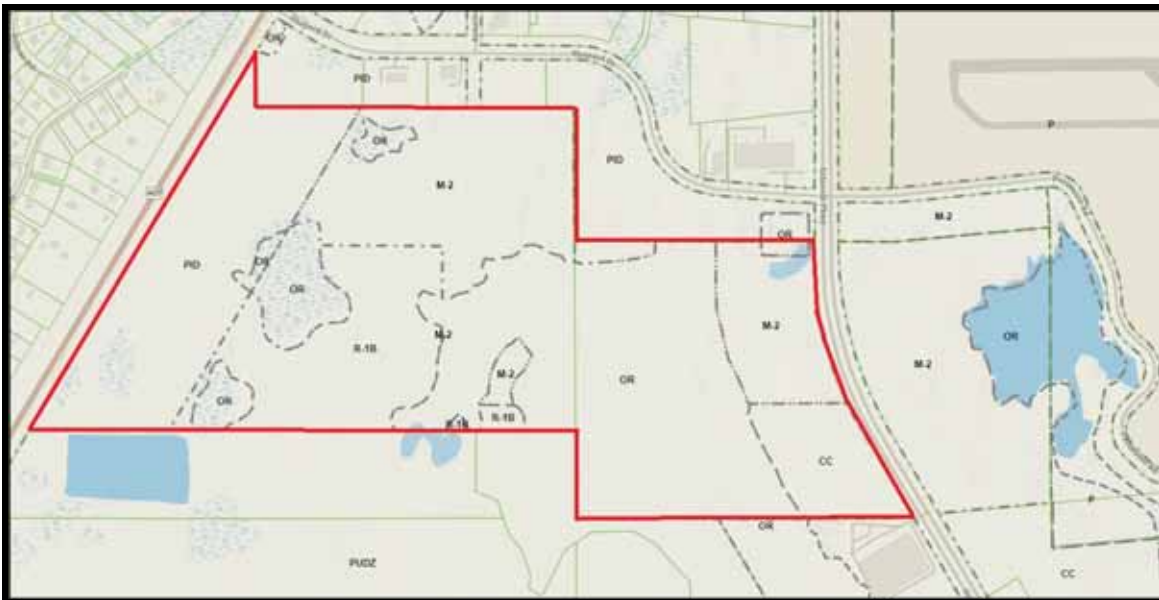
Zoning Summary		
	4	5
Zoning Authority	Titusville	Titusville
Zoning District	Open Space & Recreational	Planned Industrial Development
Zoning Code	OR	PID
Zoning Intent/Summary	The Open Space and Recreation (OR) District is established to provide for the conservation and protection of sensitive lands within the City. It is intended that this district will not function as a holding designation for land but rather a permanent classification in order to ensure that present and future residents of the City are able to enjoy the benefits of the natural environment of the City.	The Planned Industrial Development (PID) district is created to provide for areas of large scale, high technology and other clean light industry in an attractive parklike atmosphere. It is further intended that this district be utilized to promote industrial activity, more efficient and economical industrial land use, harmony in physical design and industrial relationships, variety and amenity in industrial development and the protection of adjacent and nearby existing and future nonindustrial uses and activities.
Permitted Uses	Permitted use includes but is not limited to Public Utility, Golf courses, Private, Public, or non-Profit Park, and Tennis Clubs.	Permitted use includes but is not limited to Financial institutions, Package and Parcel Delivery, Bottling Plant, Freight distribution, Laboratory, Light manufacturing, Warehousing/wholesale, Heliports or landing pads, and solar facility.
Future Land Use	Conservation	Planned Industrial Park
Minimum Lot Area	None	30,000 square feet
Minimum Lot Depth	N/A	N/A
Front Set Back Distance	50 feet	35 feet; No portion of any building or structure and no activity related to any use within the PID shall be located any closer than one hundred (100) feet to any property which is utilized, zoned or which has a future land use designation for residential.
Side Yard Distance	50 feet	Side corner - 35 feet; Interior - 15 feet No portion of any building or structure and no activity related to any use within the PID shall be located any closer than one hundred (100) feet to any property which is utilized, zoned or which has a future land use designation for residential.
Back Yard Distance	50 feet	25 feet; No portion of any building or structure and no activity related to any use within the PID shall be located any closer than one hundred (100) feet to any property which is utilized, zoned or which has a future land use designation for residential.
Maximum Building Height	35 feet	50 feet; Any structure which exceeds fifty (50) feet in height shall provide one (1) additional foot of setback in all required setbacks for each foot above fifty (50) feet.
Zoning Parking Requirements	Varies depending on use.	Varies depending on use.
Deed Restrictions/Moratoriums	To our knowledge, there are no land use regulations other than zoning that would affect the property. Further, there is no moratorium on development.	
Entitlements	We provided no information by ownership that the subject site possesses any entitlements that would affect the subject site. We assume that the subject does not have entitlements in place, which would significantly affect the value.	

Zoning Maps

Phases 1 and 2



Phase 3



Assessment and Taxes

Real Estate Assessment and Taxes					
Tax ID	Total Assessment	Ad Valorem Taxes	Non Ad Valorem Taxes	Millage Tax Rate	Total Parcel Taxes
23-35-03-BB-*-225	\$786,410	\$0.00	\$0.00	19.0729	\$0.00
23-35-04-00-7	\$778,180	\$0.00	\$0.00	19.0729	\$0.00
23-35-03-BB-*-259	\$1,360,410	\$0.00	\$0.00	19.0729	\$0.00
23-35-03-NN-B	\$99,230	\$0.00	\$0.00	19.0729	\$0.00
Totals	\$3,024,230	\$0.00	\$0.00	19.0729	\$0.00

The subject is a portion of a larger improved parent parcel owned and managed by the Titusville-Cocoa Airport Authority and is not assessed Ad-Valorem taxes. Once the site is improved, the sites would be assessed property taxes which would be the responsibility of the tenant.

The tax year runs from January 1st to December 31st. Real estate taxes in Brevard County are paid one year in arrears (2022 taxes are paid in 2023), and are due and payable November 1st of each year or as soon thereafter as the certified tax roll is received by the Tax Collector from the Property Appraiser.

Properties in Brevard County are assessed Ad Valorem Taxes and Non-Ad Valorem Taxes. Ad valorem taxes, or real property taxes, are based on the value of such property. Non-ad valorem assessments are NOT based on value but are set amounts. The Non-Ad Valorem Taxes the subject is responsible for goes toward solid waste disposal and emergency medical services.

According to Florida law, assessments are to be at 'Full Just Value'. This term is generally held to be 100% Market Value, less reasonable costs of sales. It has been our experience, however, that assessments vary widely in relation to market value as defined in this report. Reassessments are annual based on a calendar year.

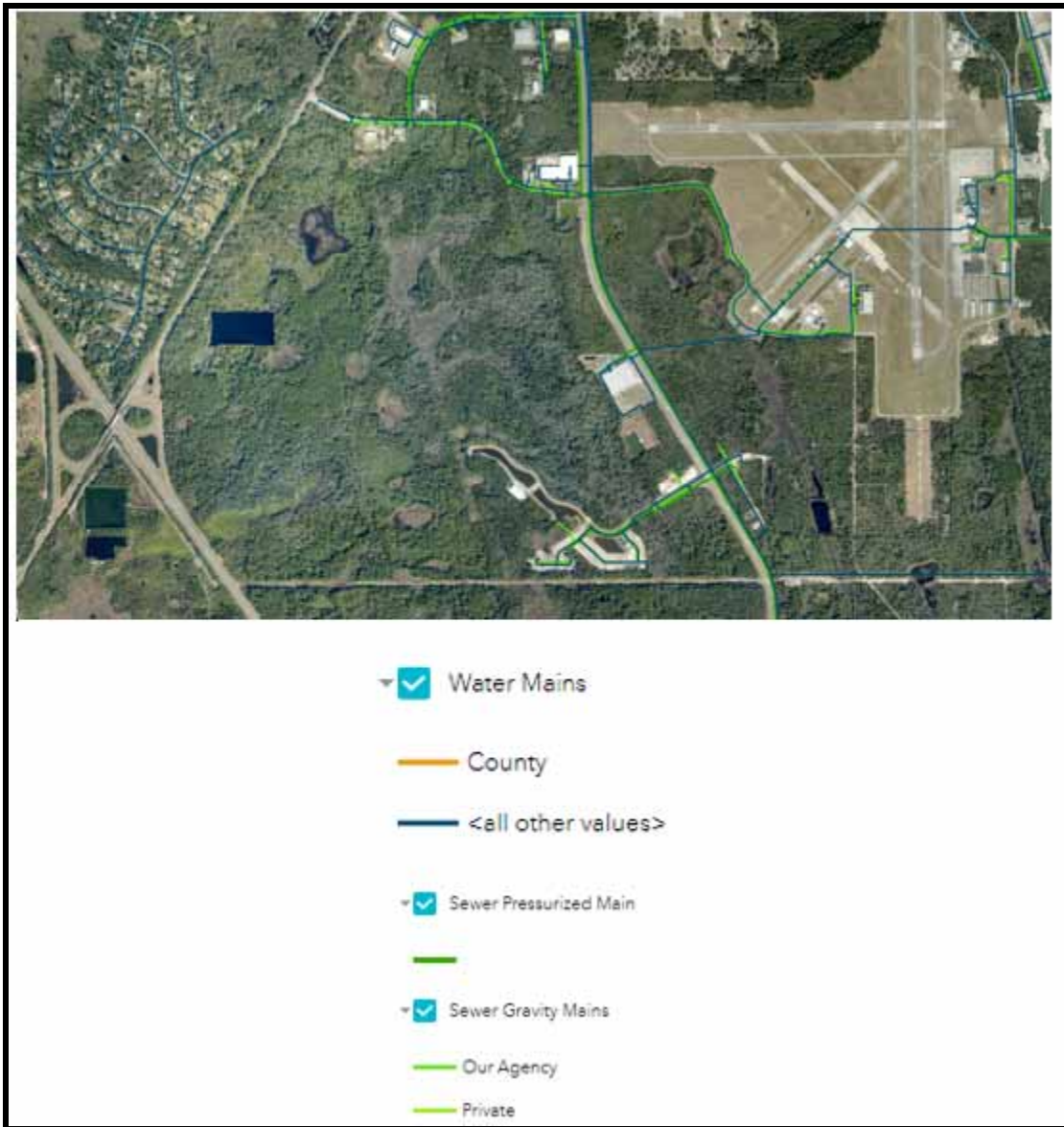
Property Description

The following description is based on our property inspection and public records.

Site Summary	
Parcel ID	23-35-03-BB-*-225; 23-35-04-00-7; 23-35-03-BB-*-259 and 23-35-03-NN-B
Location	The subject is a vacant land with no assigned address. The site is located at the 7900 Blk of Grissom Pkwy, Titusville, FL 32780
Current Use	Vacant non-aviation land.
Highest and Best Use Site as Vacant	The highest and best use, as vacant, is for phased development of either manufacturing or industrial uses.
Traffic Count (Most Recent)	19,960
Map Latitude	28.506284
Map Longitude	-80.821083
Adjacent Land Uses	The subject is located outside the fence line of the Space Coast Regional Airport and is surrounded by vacant airport land, manufacturing and industrial uses, and airport improvements within the fence line.
Site Analysis & Comments	The site utility is Average. The subject has shape, access, and utilities for mixed-use development. However, the site is low and requires approximately 605,559 net cubic yards of fill. Phase 1 and 2 fill requirements were reported to be 305,559 CY. Phase 3 fill requirements were estimated at 750,000 CY with approximately 450,000 CY of cut, leaving a net volume of fill 300,000 CY required. Although the site is larger than typically seen in the subject's market area, the site could reasonably accommodate the developer's proposed mixed-use project. Considering neighborhood trends and physical features, the subject site is suited for mixed-use development.
Site Utilities	
Adequacy of Utilities	Utilities are typical of the surrounding properties and allow for the adequate use of the subject property. All utilities and services are provided at rates and with efficiency comparable to the surrounding neighborhood and area in general.
Water Supply Type	Public water
Sewer Type	Sewer

According to Titusville utility maps, water and sewer mains are located on Grissom Parkway, Perimeter Road, and Shephard Road. However, no utilities are reported on Challenger Memorial Parkway. The final zoning and type of development is unknown at this time. Therefore, we are unable to determine if the current utilities will be sufficient for Phase 3 development.

Area Utilities:



Source: Titusville Utility Maps
<https://titusville.maps.arcgis.com/apps/webappviewer/index.html?id=94f8f43a63f84d2c8a07f50bd28139a5>

Site Characteristics	
Corner Lot	is
Primary Frontage Street Name	Grissom Pkwy
Secondary Frontage Street Name	Challenger Memorial Pkwy
Tertiary Frontage Street Name	Perimeter Road
Frontage - Primary Street (Feet)	West side of Grissom Pkwy - 2,463.57' East side of Grissom Pkwy - 1,400'
Frontage - Secondary Street (Feet)	3683.83'
Frontage - Tertiary Street (Feet)	Approx. 1,778'
Average Depth (Feet)	Varies
View	Average
View Description	The subject is located outside the fence line of the Space Coast Regional Airport. The subject is surrounded by vacant airport land and industrial uses. There is no view amenity.
Access	Good
Access Description	<p>Phase 1 is a corner lot with potential access via Grissom Pkwy, a paved four-lane arterial roadway, and Perimeter Road, a paved two-lane local street. Access to the site via Grissom Pkwy would come from the northbound lanes.</p> <p>Phase 2 has potential access via Grissom Pkwy. Access to the site via Grissom Pkwy would come from the northbound lanes.</p> <p>Phase 1 and 2 access via southbound lanes would require a U-turn at the median break on Grissom Pkwy proximate to the Phase 2 south end.</p> <p>Phase 3 has potential access via Challenger Memorial Parkway and Grissom Pkwy.</p> <p>Access to I-95 is approximately 4- miles from the site via Challenger Memorial Pkwy. Access to Challenger Memorial Pkwy is also provided by Shepard Drive, a paved two-lane local roadway just northeast of the site. The subject has significant frontage on Grissom Pkwy, a paved four-lane arterial street, and Challenger Memorial Pkwy. This paved two-lane collector road intersects with I-95 less than one mile to the southwest and Columbia Boulevard to the northeast. Columbia Boulevard extends east to the Kenndey Space Center and intersects with I-95 to the west.</p>
Site Visibility	Average
Site Visibility Description	The subject has significant frontage along Grissom Pkwy and Memorial Challenger Pkwy with good exposure to passing traffic.
Site Improvements	The subject is vacant land. There are no site improvements.
Off-Site Improvements	The off-site improvements consist largely of the improved roadways and municipal utilities.
Street Lighting	There are no street lights along Grissom Pkwy, Perimeter Road and Challenger Memorial Pkwy .
Sidewalks	There are no sidewalks along Grissom Pkwy, Perimeter Road and Challenger Memorial Pkwy.
Curb and Gutter	There are no curbs and gutters along Grissom Pkwy, Perimeter Road and Challenger Memorial Pkwy.
Drainage	On-Site
Landscaping	The subject is vacant land, and does not have any planted landscaping. It is natively vegetated.
Topography	Wetlands/Low/Fill Req.
Shape	Irregular
Soil Conditions	The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. The appraiser does not consider mineral rights.

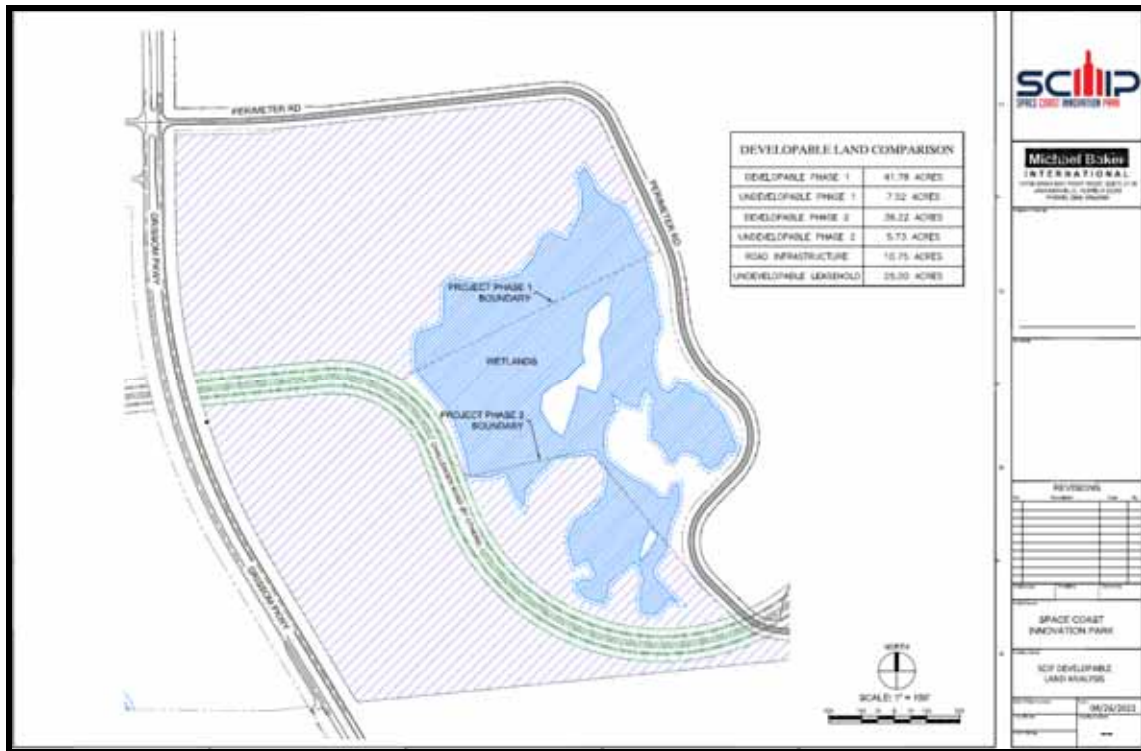
The client provided a Development Land Analysis (DLA) for Phases 1 and 2 completed by Michael Baker International on August 26, 2022. The DLA provides a breakdown of developable and undevelopable land for each Phase. We spoke with Mr. Gregory Kern with Michael Baker International regarding the Developable Land Comparison Analysis provided. He said that the undevelopable land reported for each Phase was mostly wetlands. We were also provided a DLA for Phase 3 completed by Michael Baker International on September 8, 2022.

We have utilized the developable acres reported by the DLA in our analysis which was confirmed by Mr. Kern, the developer, and our client, as the total acreage to be utilized within the Sales Comparison Report as usable acres.

In addition, a wetland delineation and soil survey were completed for Phases 1 and 2 by Oneida LG2 Environmental Solutions on April 25, 2022. However, these reports do not delineate between Phase 1 and Phase 2 as the DLA. Instead, the wetlands are reported as a total number of wetlands as a single combined site.

On the following pages, we present the client-provided Development Land Analysis, the wetlands delineation survey, and reported on-site soils for all phases.

Phases 1 and 2



Wetlands Determination – Phases 1 and 2



3.0 Results and Findings

3.1 Wetlands and WOTUS Determination Results

One wetland area and WOTUS, approximately 26.67 acres, was identified and delineated within the delineation area and are in Appendix A: Figure 4. The wetland appears to be fully isolated from other wetland areas and waters and should not be considered jurisdictional under the Section 404 program; however, the wetland area is jurisdictional under State of Florida rules and will require permits for any impacts to the wetland area and buffers.

3.2 Observed Vegetative Communities

During the site assessment, LG²ES biologists conducted a series of pedestrian transects throughout the subject property to categorize the on-site vegetative communities in accordance with FLCCS criteria. The vegetative communities observed onsite are described below and are depicted on the attached Appendix A: Figure 5.

3.2.1 Uplands

Scrubby Flatwoods (FLCCS 1312) – This vegetative community consisted primarily of slash pine (*Pinus elliottii*), loblolly pine (*Pinus taeda*), live oak (*Quercus virginiana*), cabbage palm (*Sabal palmetto*), and gallberry (*Ilex glabra*).

3.2.2 Wetlands

Isolated Freshwater Marsh (FLCCS 2121) – This vegetative community consisted primarily of bog button (*Lauchnocaulon anceps*), yellow-eyed grass (*Xyris* spp.), spikerush (*Eleocharis* spp.), bushy bluestem (*Andropogon glomeratus*), with sparse shrubs along the edge to include buttonbush (*Cephalanthus occidentalis*), cabbage palm, and Brazilian pepper (*Schinus terebinthifolia*).

4.0 Conclusion

Results of the jurisdictional wetland and WOTUS delineation provided in this report indicate that one wetland area and WOTUS occur within the specified delineation area. This wetland area appears to be fully isolated from other wetland areas and waters and therefore, should not be considered jurisdictional under the Section 404 Program. State of Florida permitting under chapter 62-330, F.A.C., would be necessary for any future construction activities affecting Wetland A. The delineation of all wetlands detailed and depicted in this report have not been field verified and/or approved by state or federal regulatory agencies.

The relative quality of wetland functions provided by this wetland ranges from low to medium. A full functional assessment of these wetland systems is beyond the scope of this report. The state and federal permitting agencies in Florida require a Uniform Mitigation Assessment Method function analysis to be conducted during the permitting process, as necessary. Generally, lower quality wetlands are considered less functional due to disturbances such as: 1) manmade drainage features; 2) past land use activities, such as clearing, dumping, filling, agriculture, and partial development; 3) infestations of noxious, invasive exotic plant or animal species, and 4) adjacent land use activities that cause secondary impacts to wetlands from introduction of excessive light, noise and wind penetration. Some of these activities have occurred, or are occurring, to varying degrees within Wetland A.

Wetland Maps for Phase 1 and 2 Combined



Soil Survey



2.1 Background Research and Literature Review

Prior to conducting the jurisdictional wetland and WOTUS delineation, Geographical Information Systems (GIS) tools were used to review aerial orthophoto satellite images, U.S. Geological Survey (USGS) topographic maps, and U.S. Department of Agriculture (USDA) soil survey maps to determine potential wetlands (mapped hydric soils), WOTUS (mapped streams and water bodies), wildlife and plant habitats (natural and semi-natural areas) likely to occur on-site.

2.1.1 USDA Soil Survey

The *Soil Survey of Brevard County* (USDA-NRCS 1987) reported six soil types on the subject property. The soil types are described below and depicted on the attached Appendix A: Figure 3.

Candler fine sand (4) – This soil series consists of excessively drained soils with a parent material of eolian deposits and/or sandy and loamy marine deposits. The water table is usually more than 80 inches below ground surface. Slopes range from 0 to 5 percent. This soil series is generally found adjacent to the eastern and western property boundaries.

Immokalee sand, 0 to 2 percent slopes (28) – This soil series consists of poorly drained soils with a parent material of sandy marine deposits. The water table is usually 6 to 18 inches below ground surface. Slopes range from 0 to 2 percent. This soil series is found in the southeastern region of the subject property, within wetland A.

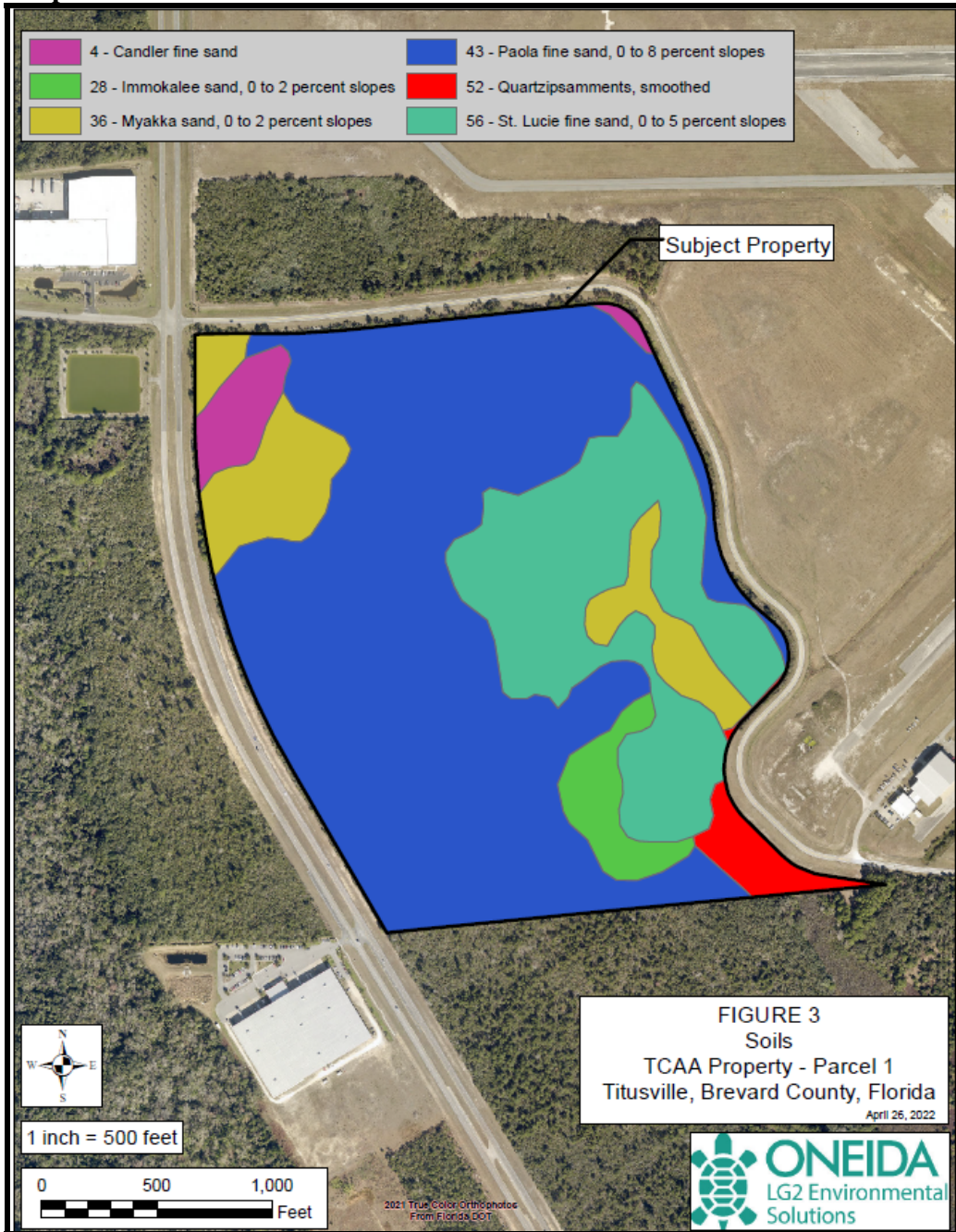
Myakka sand, 0 to 2 percent slopes (36) – This soil series consists of poorly drained soils with a parent material of sandy marine deposits. The water table is usually 6 to 18 inches below ground surface. Slopes range from 0 to 2 percent. This soil series is generally found in the southeastern and northwestern regions of the subject property, within wetland A.

Paola fine sand, 0 to 8 percent slopes (43) – This soil series consists of excessively drained soils with a parent material of sandy marine deposits. The water table is usually more than 80 inches below ground surface. Slopes range from 0 to 8 percent. This soil series is found throughout the majority of the subject property.

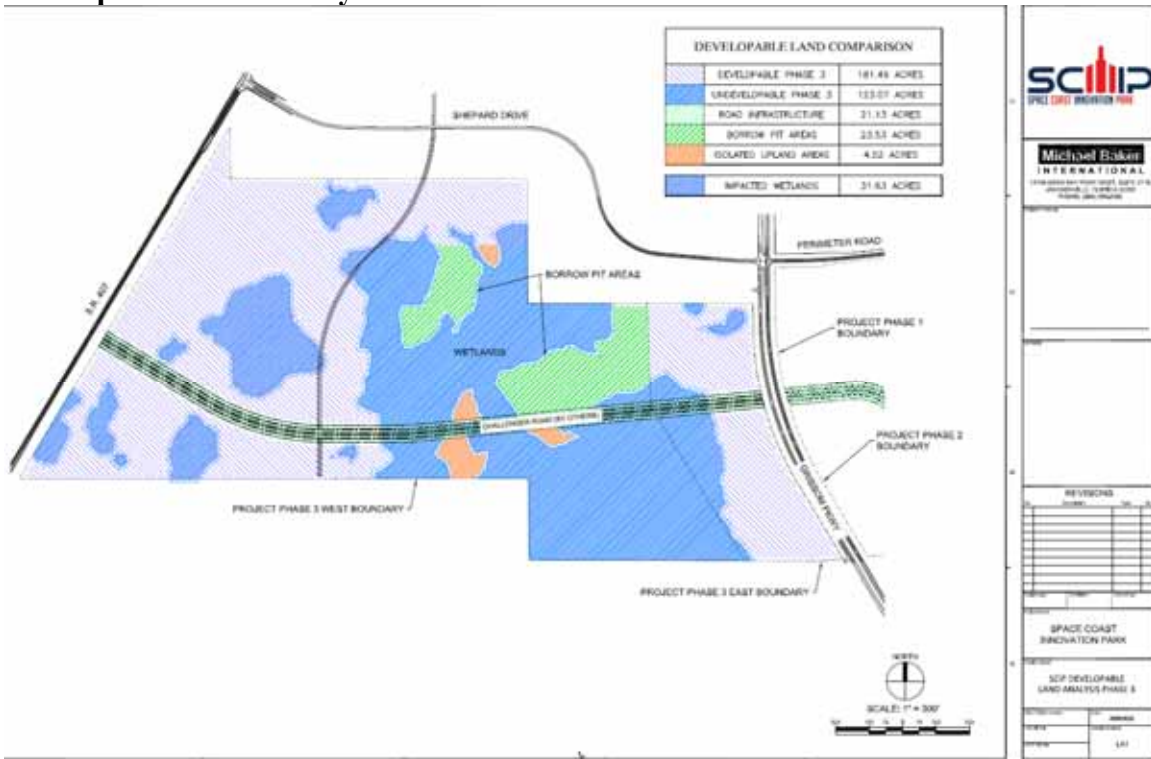
Quartzipsamments, smoothed (52) – This soil series consists of moderately well drained soils with a parent material of sandy marine deposits. The water table is usually 24 to 60 inches below ground surface. Slopes range from 0 to 5 percent. This soil series is found in the southeastern region of the subject property.

St. Lucie fine sand, 0 to 5 percent slopes (56) – This soil series consists of excessively drained soils with a parent material of sandy eolian deposits and/or marine deposits. The water table is usually more than 80 inches below ground surface. Slopes range from 0 to 5 percent. This soil series is found in the eastern region of the subject property, within wetland A.

Soil Map



Development Land Analysis - Phase 3



SCIP
PRELIMINARY DESIGN

Michael Baker
INTERNATIONAL
17400 BAYVIEW BLVD, SUITE 1700
 BAYVIEW, MI 48064-1500
 Phone: (313) 486-4000

REVISIONS

NO.	DATE	DESCRIPTION

SPACE COAST
 INNOVATION PARK

SCIP DEVELOPABLE
 LAND ANALYSIS PHASE 3

DATE: 10/20/2011
 DRAWN: JLI

Wetlands Determination – Phase 3



3.0 Results and Findings

3.1 Wetlands and WOTUS Determination Results

Two wetland areas and WOTUS, approximately 3.94 and 120.56 acres, were identified and delineated within the delineation area and are in Appendix A: Figure 4: Areas D and I. Nine additional isolated wetlands were identified and delineated within the delineation area and are in Appendix A: Figure 4: Areas A, B, C, E, F, G, H, J, and K. Their acreages are approximate and as follows, (A) 2.04, (B) 2.31, (C) 0.19, (E) 0.62, (F) 15.05, (G) 2.20, (H) 0.24, (J) 0.28, and (K) 0.74. These wetlands appear to be fully isolated from other wetland areas and waters and should not be considered jurisdictional under the Section 404 program; however, the wetland areas are jurisdictional under State of Florida rules and will require permits for any impacts to the wetland area and buffers.

3.2 Observed Vegetative Communities

During the site assessment, LG²ES biologists conducted a series of pedestrian transects throughout the subject property to categorize the on-site vegetative communities in accordance with FLCCS criteria. The vegetative communities observed onsite are described below and are depicted on the attached Appendix A: Figure 5.

3.2.1 Uplands

Upland Pine (FLCS 1231) – This vegetative community consisted primarily of slash pine (*Pinus elliottii*), longleaf pine (*Pinus palustris*), saw palmetto (*Serenoa repens*), bracken fern (*Pteridium aquilinum*), and wiregrass (*Aristida stricta*).

Scrubby Flatwoods (FLCCS 1312) – This vegetative community consisted primarily of slash pine, loblolly pine (*Pinus taeda*), live oak (*Quercus virginiana*), cabbage palm (*Sabal palmetto*), and gallberry (*Ilex glabra*).

Palmetto Prairie (FLCCS 1340) – This vegetative community consisted primarily of saw palmetto with minimal scattered longleaf pine.

3.2.2 Wetlands

Isolated Freshwater Marsh (FLCCS 2121) – This vegetative community consisted primarily of bog button (*Lauchnocaulon anceps*), yellow-eyed grass (*Xyris* spp.), spikerush (*Eleocharis* spp.), bushy bluestem (*Andropogon glomeratus*), with sparse shrubs along the edge to include buttonbush (*Cephalanthus occidentalis*), cabbage palm, and Brazilian pepper (*Schinus terebinthifolia*).

Cypress (FLCCS 2211) – This vegetative community consisted primarily of bald cypress (*Taxodium distichum*), black gum (*Nyssa sylvatica*), button bush, cinnamon fern (*Osmundastrum cinnamomeum*), swamp fern (*Blechnum serrulatum*), and Virginia chain fern (*Woodwardia virginica*).

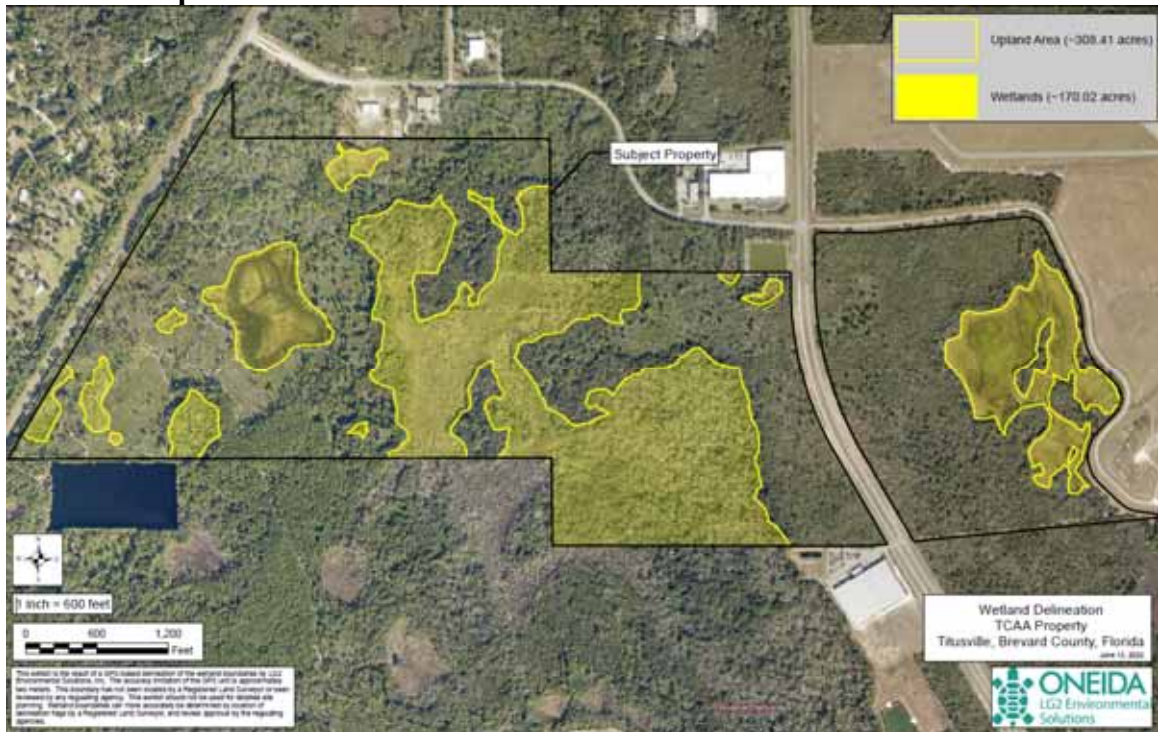
Mixed Wetland Hardwoods (FLCCS 2233) – This vegetative community consisted primarily of loblolly pine, slash pine, cabbage palm, loblolly bay (*Gordonia lasianthus*), red maple (*Acer rubrum*), cinnamon fern, swamp fern, Virginia chain fern, and poison ivy (*Toxicodendron radicans*).

4.0 Conclusion

Results of the jurisdictional wetland and WOTUS delineation provided in this report indicate that two Section 404 jurisdictional wetland areas and WOTUS occur within the specified delineation area as well as nine non-jurisdictional wetland areas. These nine wetland areas appear to be fully isolated from other wetland areas and waters and therefore, should not be considered jurisdictional under the Section 404 Program. However, State of Florida permitting under chapter 62-330, F.A.C., would be necessary for any future construction activities affecting all 11 onsite wetlands. The delineation of all wetlands detailed and depicted in this report have not been field verified and/or approved by state or federal regulatory agencies.

The relative quality of wetland functions provided by these wetlands ranges from low to high depending on hydrologic regime, vegetative structure, and landscape position. A full functional assessment of these wetland systems is beyond the scope of this report. The state and federal permitting agencies in Florida require a Uniform Mitigation Assessment Method function analysis to be conducted during the permitting process, as necessary. Generally, lower quality wetlands are considered less functional due to disturbances such as: 1) manmade drainage features; 2) past land use activities, such as clearing, dumping, filling, agriculture, and partial development; 3) infestations of noxious, invasive exotic plant or animal species, and 4) adjacent land use activities that cause secondary impacts to wetlands from introduction of excessive light, noise and wind penetration. Some of these activities have occurred, or are occurring, to varying degrees within Wetlands A – K.

Wetland Map for Phase 3



Soil Survey



2.1 Background Research and Literature Review

Prior to conducting the jurisdictional wetland and WOTUS delineation, Geographical Information Systems (GIS) tools were used to review aerial orthophoto satellite images, U.S. Geological Survey (USGS) topographic maps, and U.S. Department of Agriculture (USDA) soil survey maps to determine potential wetlands (mapped hydric soils), WOTUS (mapped streams and water bodies), wildlife and plant habitats (natural and semi-natural areas) likely to occur on-site.

2.1.1 USDA Soil Survey

The *Soil Survey of Brevard County* (USDA-NRCS 1987) reported 14 soil types on the subject property. The soil types are described below and depicted on the attached Appendix A: Figure 3.

Anclote sand, frequently ponded, 0 to 1 percent slopes (2) – This soil series consists of very poorly drained soils with a parent material of sandy marine deposits. The water table is usually at the surface. Slopes range from 0 to 1 percent. This soil series is generally found in the western-central region of the property. This soil series is mapped within wetland F.

Candler fine sand (4) – This soil series consists of excessively drained soils with a parent material of eolian deposits and/or sandy and loamy marine deposits. The water table is usually more than 80 inches below ground surface. Slopes range from 0 to 5 percent. This soil series is found adjacent to the northeastern property boundary.

Basinger sand, depressional (6) – This soil series consists of very poorly drained soils with a parent material of sandy marine deposits. The water table is usually at the surface. Slopes range from 0 to 1 percent. This soil series is generally found in the western region of the property. This soil series is mapped within wetlands F and G.

Basinger sand, 0 to 2 percent slopes (7) – This soil series consists of poorly drained soils with a parent material of sandy marine deposits. The water table is usually 3 to 18 inches below ground surface. Slopes range from 0 to 2 percent. This soil series is found adjacent to the southern property boundary. This soil series is mapped within wetland H.

Copeland-Bradenton-Wabasso complex, limestone substratum (16) – This soil series consists of very poorly drained soils with a parent material of sandy and loamy marine deposits. The water table is usually at the surface to 6 inches below ground surface. Slopes range from 0 to 2 percent. This soil series is found in the eastern-central region of the property. This soil series is mapped within wetland I.

EauGallie sand, 0 to 2 percent slopes (17) – This soil series consists of poorly drained soils with a parent material of sandy and loamy marine deposits. The water table is usually 6 to 18 inches below

ground surface. Slopes range from 0 to 2 percent. This soil series is found in the central region of the property. This soil series is mapped within wetland I.

Myakka sand, 0 to 2 percent slopes (36) – This soil series consists of poorly drained soils with a parent material of sandy marine deposits. The water table is usually 6 to 18 inches below ground surface. Slopes range from 0 to 2 percent. This soil series is generally found throughout the property. This soil series is mapped within wetlands A, B, C, D, E, G, I, and K.

Myakka sand, depressional (38) – This soil series consists of very poorly drained soils with a parent material of sandy marine deposits. The water table is usually at the surface. Slopes range from 0 to 2 percent. This soil series is found in the central region of the property.

Paola fine sand, 0 to 8 percent slopes (43) – This soil series consists of excessively drained soils with a parent material of sandy marine deposits. The water table is usually more than 80 inches below ground surface. Slopes range from 0 to 8 percent. This soil series is found adjacent to the eastern property boundary. This soil series is mapped within wetland I.

Pomello sand, 0 to 5 percent slopes (49) – This soil series consists of somewhat poorly drained soils with a parent material of sandy marine deposits. The water table is usually 18 to 42 inches below ground surface. Slopes range from 0 to 5 percent. This soil series is found in the northwestern region of the property.

Pompano sand, 0 to 2 percent slopes (51) – This soil series consists of poorly drained soils with a parent material of sandy marine deposits. The water table is usually 3 to 18 inches below ground surface. Slopes range from 0 to 2 percent. This soil series is found in the central region of the property. This soil series is mapped within wetland I.

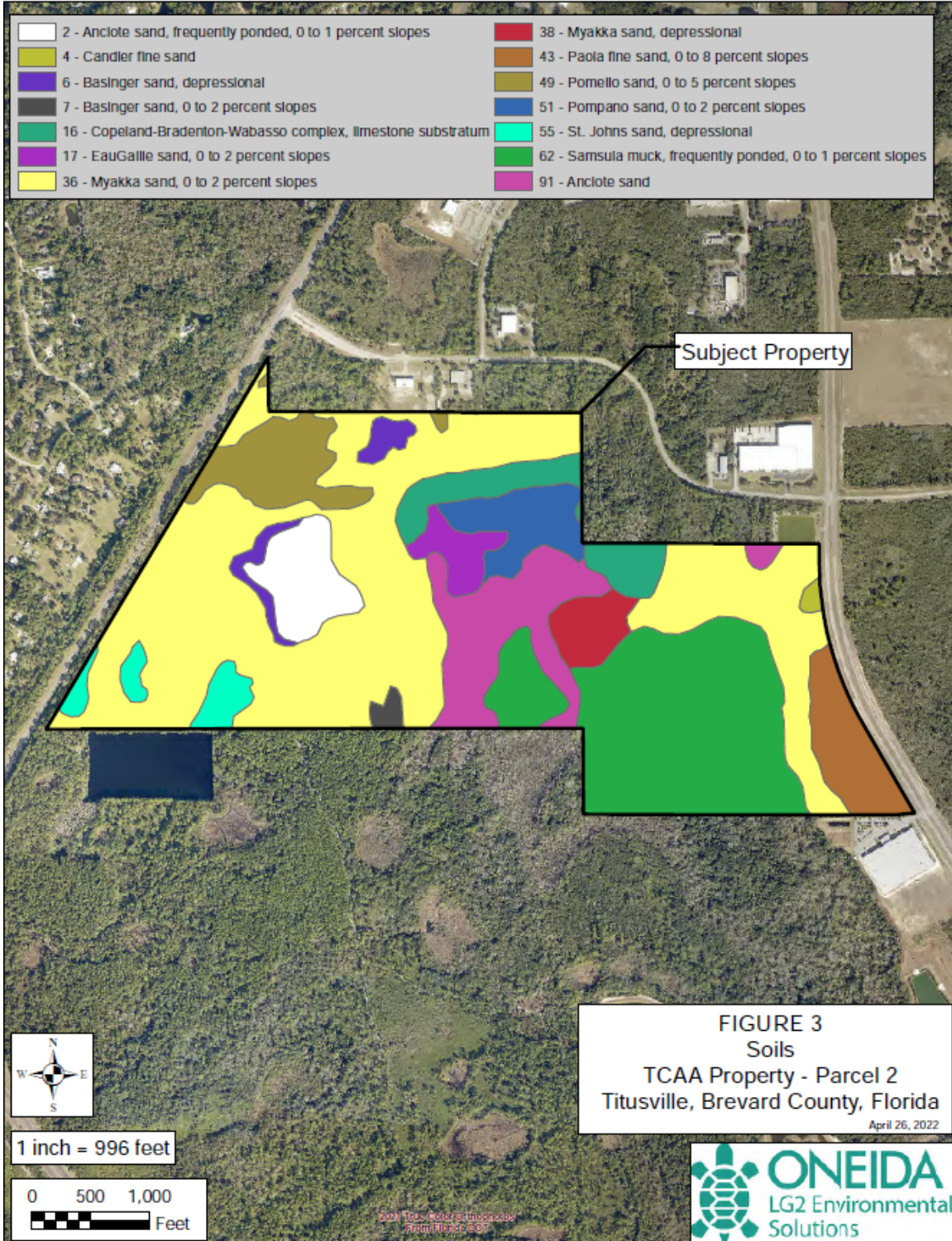
St. Johns sand, depressional (55) – This soil series consists of very poorly drained soils with a parent material of sandy marine deposits. The water table is usually at the surface. Slopes range from 0 to 2 percent. This soil series is found in the southwestern region of the property. This soil series is mapped within wetlands A, B, and D.

Samsula muck, frequently ponded, 0 to 1 percent slopes (62) – This soil series consists of very poorly drained soils with a parent material of herbaceous organic matter over sandy marine deposits. The water table is usually at the surface. Slopes range from 0 to 1 percent. This soil series is found in the southeastern region of the property. This soil series is mapped within wetland I.

Anclote sand (91) – This soil series consists of very poorly drained soils with a parent material of sandy marine deposits. The water table is usually at the surface to 6 inches below ground surface. Slopes range

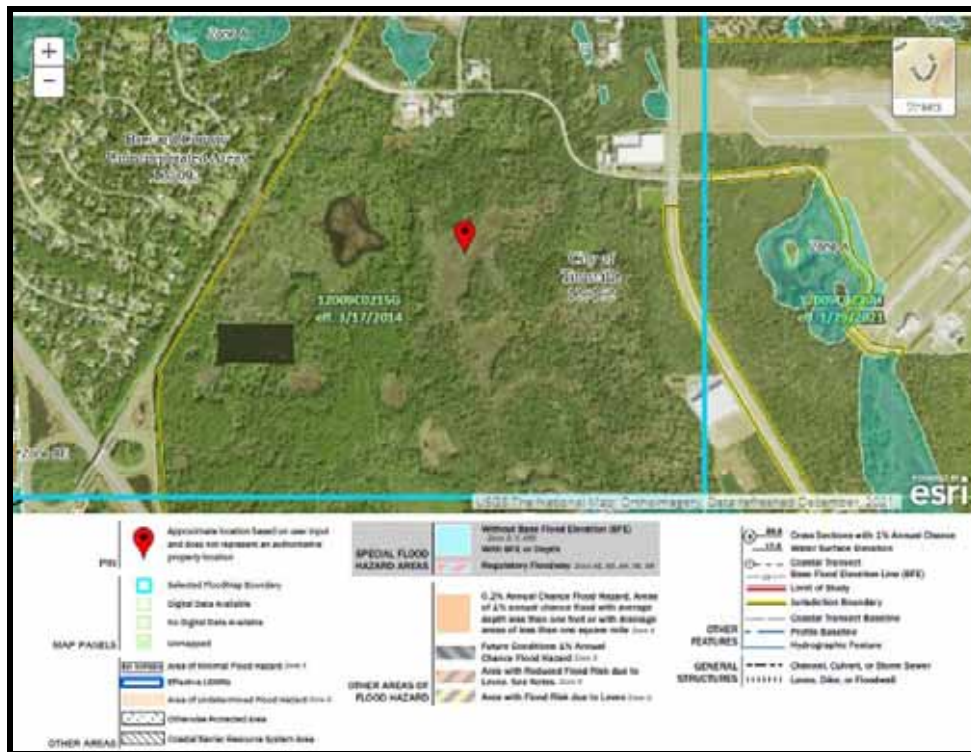
from 0 to 2 percent. This soil series is found adjacent to the northeastern property boundary. This soil series is mapped within wetland J.

Soil Map



Site Hazards	
FEMA Map #	12009C0215G and 12009C0220H
FEMA Map Date	3/17/2014 and 1/29/2021
Flood Zone	X and A
Flood Zone Comments	The subject lies within both Flood Zone X and Zone A. Flood Zone X classification denotes areas that are “determined to be outside the 500-year flood”, and are considered to be of minimal flood hazard. Flood Zone A, and identified as an area of High Flood Risk. Flood Zone A is defined as an area inundated by 100-year flooding, for which base flood elevations have not been determined.
Encumbrance / Easement Description	We were provided a current survey of Phase 3, but it did not indicate any easements which would significantly affect value. We were not provided a recent survey or a title policy for Phases 1 and 2. We assume that no easements, encumbrances, or deed restrictions exist that adversely affect utility or market value for all phases. Accordingly, the market value estimated herein is contingent on the accuracy of this assumption. Please reference Limiting Conditions and Assumptions.
Environmental Issues	We were not provided with an Environmental Survey report addressing potential contaminants or hazards. No adverse environmental conditions on the subject site were reported to the appraisers, and we assume the site is free and clear of environmental hazards. Please reference Limiting Conditions and Assumptions.
Encroachments	We were provided a current survey of Phase 3 but we were not provided a recent survey or a title policy for Phases 1 and 2. However, we assume that no encroachments exist that adversely affect subject utility or market value. Please reference Limiting Conditions and Assumptions.
Retention	On-Site
Possible Nuisance	There are no known possible nuisances except for noise associated with takeoffs and landings on the nearby runway, however, this is not considered to be a negative risk factor.

FEMA Map



JURISDICTIONAL WETLANDS DISCUSSION

Jurisdictional wetlands are considered environmentally sensitive and are protected from development by Florida Law (Chapter 403, Florida Statutes) which identifies these areas as surface water resources.

Because of the size and presence of these wetlands, the subject property falls under the jurisdiction of several regulatory agencies. These include, but are not limited to, the St. Johns River Water Management District (SJRWMD), the Florida Department of Environmental Protection (FDEP), and the Brevard County Department of Natural Resources.

Jurisdictional wetlands are generally unsuitable for large-scale or commercial development without rather extensive site work, including filling and mitigation. Permits to "dredge and fill are issued on a very limited, case-by-case basis and are typically limited to 'filling a very small percentage of low land included in a development intended for adjacent upland areas. These permits are issued on the basis of the assessment of the environmental impact, and the probability of obtaining such permits for a parcel is related to the specific intentions of a given development proposal.

Mitigating wetlands is also possible but comes at a significant cost. It can be accomplished in several ways, including enhancing adjoining/nearby wetlands, purchasing mitigation bank credits, buying and donating off-site wetlands, etc., but all are more costly than simply buying non-affected industrial land and most often supersede the acquisition price of the affected land.

Thus, the development of marsh areas is subject to a myriad of state, federal, and local regulations. Further, the high level of restrictions, if possible, would incur such substantial development expense as to preclude the subject's light industrial land's development feasibility. The vast majority of knowledgeable market participants would not place significant value on jurisdictional wetlands because they could not significantly be incorporated into a development plan. Depending upon the location of the wetlands, they could also incur additional discounts to the remaining subject land if it would increase development costs to work around them or if they create inefficient upland zones (isolate upland areas).

Impact to Value: We have reviewed the size and shape of the wetlands as well as considered the size, shape, and utility of the remaining uplands. We note that we consider the very limited contribution jurisdictional wetland areas contribute to utility, and no significant value is attributed in the valuation for these areas. We analyze the comparables and subject on combined Net Usable Acreage.

Wetlands Mitigation Analysis & Rationale for No Significant Value to Wetland Areas:

In a previous report, we were provided a cost estimate for mitigating approximately 8 acres of wetlands on another site located on KSC. The cost estimate separated the wetlands into two types, Non-Isolated, Low-Quality, and Non-Isolated, High-Quality. The client planned to purchase mitigation credits from a Mitigation Bank at the cost of \$220,000 per credit. In order to mitigate, they would need to purchase 2.0 credits for the low-quality wetlands and 3.3 credits for the high-quality wetlands for a total of 5.3 credits. At \$220,000 per credit, the estimated mitigation costs were \$1,170,000 or \$144,444 per acre. Our concluded value conclusion was \$100,000 per acre; thus, it cost the client \$44,444 more to mitigate wetlands than the value of the upland acres. Therefore, we attributed no value towards the wetlands, and the site was only analyzed based on developable uplands.

Credits Required x Cost per Credit = Estimated Mitigation Cost
Total Estimated Mitigation Costs / Acres to Mitigate = Mitigation Cost per Acre
Mitigation Cost Per Acre – Concluded Value Per Acre = Cost Difference to Mitigate

$5.3 \times \$220,000 = \$1,170,000$ (Rd)
 $\$1,170,000 / 8.1 = \$144,444$ / Mitigation cost per acre
 $\$144,444 - \$100,000 = \$44,444$ / Cost Difference to Mitigate

Subject Photographs - Phases 1 and 2 - The subject is heavily vegetated and primarily viewed via aerial photos.



Street View – Grissom Pkwy Facing South



Typical Interior View Facing North



Typical Interior View Facing East



Typical Interior View

Subject Photographs – Phase 3



Typical View Facing West



Typical View Facing South



Street View – Grissom Pkwy Facing North



Street View – Grissom Pkwy Facing South

Highest and Best Use

Before an opinion of value can be developed, the highest and best use of the property must be determined for both the subject site as though vacant, and for the property as improved. Highest and best use may be defined as

"The reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."

1. **Permissible Use.** What uses are permitted by zoning and other legal restrictions?
2. **Possible Use.** To what use is the site physically adaptable?
3. **Feasible Use.** Which possible and permissible use will produce any net return to the owner of the site?
4. **Maximally Productive.** Among the feasible uses which use will produce the highest net return, (i.e., the highest present worth)?

Because the use of the land can be limited by the presence of improvements, highest and best use is determined separately for the land or site as though vacant and available to be put to its highest and best use, and for the property as improved.

The first determination reflects the fact that land value is derived from potential land use. The highest and best use of a property as improved refers to the optimal use that could be made of the property including all proposed structures.

The determination of the highest and best use of land as though vacant is useful for land or site valuation; determining the highest and best use of an improved property provides a decision regarding continued use or demolition of the property.

Highest and Best Use As Vacant

The category of Legally Permissible uses includes an analysis of public development regulations, including current and possible future changes in zoning regulations and procedures, and private constraints including deed restrictions, leases, or any known encumbrances on title.

As discussed earlier in the zoning section, the current zoning classification is as follows:

Zoning Summary			
	1	2	3
Zoning Authority	Titusville	Titusville	Titusville
Zoning District	Heavy Industrial	Community Commercial	Single-Family Residential
Zoning Code	M-2	CC	R-1B
Zoning Intent/Summary	The Industrial (M-2) District is established to preserve such districts for the function of various heavy and extensive industrial activity, wholesaling, warehousing and distribution without creating hazards or property devastation to surrounding land uses. This district shall be located in areas accessible to collector or higher classification roadways and served by public services and facilities. These districts shall be discouraged from locating next to areas designated for residential or low intensity commercial uses.	The Community Commercial (CC) district is established for general commercial activity. This district is designed to provide for a wide range of permitted uses and conditional uses that offer goods and services of both a convenience and desirable nature to shoppers. This district will serve a group of neighborhoods and larger trade areas. Development within this district requires larger land areas and is primarily located along arterial thoroughfares and major street intersections. It	The Single-Family Medium Density (R-1B) district is designed as a district for the principal use of medium-density single-family dwellings. The purpose of the district is to promote orderly and proper development of single-family residential units together with certain structures and uses that are compatible with property in the district. It is further intended that governmental, religious, recreation and other immediate needs of this district are served while a quality environment is provided for the residents of this designation and City.
Permitted Uses	Permitted use include but are not limited to Automobile repair, Package and parcel delivery service, Screen printing shops, Bakeries, and confectionaries, Bottling plant, Building trade services, Craft brewery/distillery, Dry cleaning plants, Freight distribution, Heavy manufacturing, Laboratory, Light manufacturing, Machine shop, Mechanical service and repair, Production print shops, printing, engraving, Transportation facilities, Warehousing/wholesaling, Airpark, Airports, Public utility, Solar facility, and Public or Non-Profit parks,	Permitted use include but are not limited to Automobile repair and sales, Bakery Retail, Bicycle sales/service, Boat sales, Book store, Car rental agencies, Clothing and shoe stores, Drinking establishment, Dry cleaner, Emergency clinic, Financial institutions, Fitness center, Florists, Funeral establishment, Furniture store, Graphic printing and copying services, Grocery store, Hardware store, Insurance office, Jewelers, Laundromat, Legal office, Liquor store, Medical equipment and supply sales, Medical office/clinic, Personal services, Professional offices, Retail sales/service, and Private and Non-profit parks.	Permitted use include but are not limited to Neighborhood Group Homes, Single-Family Dwelling, Family Day Care Homes and Parks (Private, Public and Non-Profit)
Future Land Use	Industrial	Commercial High-Intensity	Low Density Residential
Deed Restrictions/Moratoriums	To our knowledge, there are no land use regulations other than zoning that would affect the property. Further, there is no moratorium on development.		
Entitlements	We provided no information by ownership that the subject site possesses any entitlements that would affect the subject site. We assume that the subject does not have entitlements in place, which would significantly affect the value.		

Zoning Summary		
	4	5
Zoning Authority	Titusville	Titusville
Zoning District	Open Space & Recreational	Planned Industrial Development
Zoning Code	OR	PID
Zoning Intent/Summary	The Open Space and Recreation (OR) District is established to provide for the conservation and protection of sensitive lands within the City. It is intended that this district will not function as a holding designation for land but rather a permanent classification in order to ensure that present and future residents of the City are able to enjoy the benefits of the natural environment of the City.	The Planned Industrial Development (PID) district is created to provide for areas of large scale, high technology and other clean light industry in an attractive parklike atmosphere. It is further intended that this district be utilized to promote industrial activity, more efficient and economical industrial land use, harmony in physical design and industrial relationships, variety and amenity in industrial development and the protection of adjacent and nearby existing and future nonindustrial uses and activities.
Permitted Uses	Permitted use includes but is not limited to Public Utility, Golf courses, Private, Public, or non-Profit Park, and Tennis Clubs.	Permitted use includes but is not limited to Financial institutions, Package and Parcel Delivery, Bottling Plant, Freight distribution, Laboratory, Light manufacturing, Warehousing/wholesale, Heliports or landing pads, and solar facility.
Future Land Use	Conservation	Planned Industrial Park
Deed Restrictions/Moratoriums	To our knowledge, there are no land use regulations other than zoning that would affect the property. Further, there is no moratorium on development.	
Entitlements	We provided no information by ownership that the subject site possesses any entitlements that would affect the subject site. We assume that the subject does not have entitlements in place, which would significantly affect the value.	

As previously mentioned in the zoning section, The subject "As Is" has five zoning classifications. Therefore, our Sales Comparison Approach considered industrial, residential and commercial uses. Phases 1 and 2 are zoned Heavy Industrial and Open Space Recreational. Phase 3 is zoned Heavy Industrial, Community Commercial, Single-Family Residential, Planned Industrial Development, and Open Space and Recreational. The developer intends to seek approvals for PID – Planned Industrial District for Phase 3, which will also require an amendment to the Comprehensive Land Use Plan through the State. The process is expected to take 24 months to complete. It is too early in the process to know if rezoning the entire site to PID will get approval. However, the developer is planning a mixed-use project that will include hotel, office, and commercial uses fronting Challenger Memorial Parkway and industrial uses fronting Grissom Parkway.

Further, the subject site is analyzed As Is, and it is understood that any rezoning that may occur would be by a prospective buyer/tenant. While it is not unusual to have several zonings over a property of this size, it does indicate that either rezoning will have to occur, hold times could extend, or portions of the property would have reduced utility.

Physically Possible

The category of Physically Possible uses is an analysis of the subject's ability to support various improvement types. Included in this category is an analysis of the physical attributes of the land, access and transportation, infrastructure and available public services, environmental considerations, along with current and expected future neighborhood development trends.

Based on the boundary sketches and the Developable Land Analysis provided, Phase 1 is 49.15 acres with approximately 41.78 acres of developable land. Phase 2 is 49.73 acres with approximately 38.22 acres of developable land. The developer reported development would not impact the wetlands. Thus, usable acreage is less than total acreage, and most market participants would only allow for contributory value over the usable acreage. It is clear from market data extraction that mitigation costs plus physical site work of wetlands are not financially feasible.

We spoke with Mr. Gregory Kern with Michael Baker International regarding the Developable Land Comparison Analysis provided. He said that the undevelopable land reported for each Phase was mostly wetlands.

Both phases are heavily vegetated and reported to be low. According to the required fill and cost estimates provided by Alston Construction, the first two phases will require approximately 305,559 Cubic Yards (CY) of fill at an estimated cost of \$21.60 per CY, equating to \$6,600,074.40.

Phase 3 has approximately 353.55 acres with +/- 181.49 acres of developable uplands with 4.52 acres of isolated uplands. There are +/- 123.07 acres of undevelopable land, mainly consisting of wetlands and 23.53 acres of burrow pit areas. We were provided an estimate of fill requirements from Michael Baker International, which indicates 300,0000 cubic yards of import fill will be required. According to the fill cost estimates from Alston Construction, fill is estimated at \$21.60 per cubic yard, equating to an estimated cost of \$6,480,000.

Phase 1 & 2: 80 Acres / 305,559 CY Fill = 3,820 per Acre x \$21.60/CY = \$82,500/Acre
Phase 3: 181.49 Acres / 300,000 CY Fill = 1,653 per Acre x \$21.60/CY = \$35,704/Acre

The average fill cost for all phases is approximately \$59,102 per acre. While most projects of this size would expect to have some level of net import fill costs, this is an elevated cost that likely would create atypical site development costs and factor into the achievable land price per acre. An adjustment is appropriate in our SCA for the atypical fill costs.

Regarding site access, Phase 1 is a corner lot with potential access via Grissom Pkwy, a paved four-lane arterial roadway, and Perimeter Road, a paved two-lane local street. Access to the site via Grissom Pkwy would come from the northbound lanes.

Phase 2 has potential access via Grissom Pkwy. Access to the site via Grissom Pkwy would come from the northbound lanes.

Phase 1 and 2 access via southbound lanes would require a U-turn at the median break on Grissom Pkwy proximate to the Phase 2 south end.

Phase 3 has potential access via Challenger Memorial Parkway and Grissom Pkwy.

Access to I-95 is approximately 4- miles from the site via Challenger Memorial Pkwy. Shepard Drive also provides access to Challenger Memorial Pkwy. The subject has significant frontage on Grissom Pkwy and Challenger Memorial Pkwy. This collector road intersects with I-95 less than one mile to the southwest and Columbia Boulevard to the northeast. Columbia Boulevard extends east to the Kennedy Space Center and intersects with I-95 to the west.

Typically, a site as large as the subject site is taken down in phases for development. However, at the client's request, we have appraised the subject as purchased by one buyer at one time.

The site utility is Average. The subject has shape, access, and utilities for mixed-use development. However, the site is low and requires approximately 605,559 net cubic yards of fill. Fill requirements for Phases 1 and 2 are reported to be 305,559 CY. Phase 3 fill requirements were estimated at 750,000 CY with approximately 450,000 CY of cut, leaving a net volume of fill 300,000 CY required. Although the site is larger than typically seen in the subject's market area, the site could reasonably accommodate the developer's proposed mixed-use project. Considering the neighborhood trends and physical features, the subject site is suited for mixed-use development over phases with a need for net fill import to address the existing low topography.

Financially Feasible

Financial Feasibility is an analysis of the ability of the property to return the highest possible yield to the investment of land and improvements based on its income-producing capability and the return requirements of investors in the market.

The site has a legal and physically possible use for manufacturing and industrial development. As previously reported, the surrounding area is seeing increased demand for space-related development. Following is a the most recent announcements of incoming development in the surrounding area.

- Blue Origin to expand the south campus at Exploration Park.
- Space Perspective, a leading luxury spaceflight experience company, announced Space Coast Spaceport in Titusville was selected for the company's worldwide campus and manufacturing complex.
- SpaceX recently submitted a proposal to NASA to construct a new launchpad, Launch Complex 49, on a 175-acre site at the Kennedy Space Center.

Overall, private space companies, such as SpaceX, Blue Origin, OneWeb, and larger defense industry companies such as Boeing and Lockheed Martin, have fueled the area's economic rebound, increasing aerospace demand and leading to tremendous economic growth benefits. The arrayed comparables in the SCA are credible alternative sites and represent the widespread development and demand for industrial distribution, manufacturing, aerospace, and R&D in the Brevard marketplace.

We note that the neighborhood analysis demonstrated the expansion of several very large campuses in the area, including those mentioned above, Space Florida's campus near the SLSL, the renovation of the hydrogen manufacturing facility at 5120 S. Washington, and two Amazon distribution warehouses recently constructed on Grissom Parkway and Eau Gallie Blvd. We also note that Wal-Mart constructed a 615,000 SF distribution warehouse on 270 acres in 2018 at S.R. 524 in north Cocoa.

Maximally Productive Use

Reviewing the permitted principal uses set forth under the zoning ordinance and recent neighborhood developments, we believe that either manufacturing or industrial development is the most feasible use of the land. Accordingly, we conclude The highest and best use, as vacant, is for phased development of either manufacturing or industrial uses.

Exposure Time

Exposure time is the estimated length of time that the subject would have been offered on the market prior to a hypothetical sale of the property on the effective date of the appraisal. Based on data obtained from sales transactions and interviews with market participants, it is our opinion that the probable exposure time for the property at the concluded, "as is", market value is 9-12 Months for the effective date of August 11, 2022.

Marketing Period

Marketing period is an opinion of the amount of time it might take to sell the subject at the concluded market value during the period immediately following the effective date of the appraisal. Because we foresee no significant changes in market conditions in the near term, it is our opinion that a reasonable marketing period for the subject is the same as its exposure time. Therefore, we estimate the subject's marketing period to be 9-12 Months for the effective date of August 11, 2022.

Industrial Market Analysis

Centrally located on Florida's Atlantic Coast, the Melbourne metro and its Space Coast is best known for Kennedy Space Center, Port Canaveral, and the Cape Canaveral Air Force Station, all strong economic drivers of high-tech and high-wage jobs.

The Melbourne industrial market has tightened from Q321 to Q322, with the average vacancy rate dropping nearly 100 basis points. Vacancy rates in Q322 are 2.6% compared to 3.6% in Q321. Rents also increased nearly 12% year over year. The industrial sector has been relatively insulated from the pandemic impact due largely to the lift in e-commerce demand. Brevard appears to have been further insulated by its economy, which has been largely driven by the privatized space sector of late, an area that saw little to no job losses during the pandemic era.

Although served by Interstate 95 and the Class II Florida East Coast Railway, Melbourne was not traditionally considered a logistics hub. However, that is shifting as much of Melbourne's strong industrial demand has been fueled by growth in the private space exploration sector. Even during the pandemic, the industry continued to see growth.

Between 2020 and 2022, E-commerce giant Amazon began rapidly expanding its footprint across the nation to keep pace with online demand during the Covid-19 pandemic. By the beginning of 2022, e-commerce activity began to slow, and inflation curbed online spending. Amazon has since retracted construction projects, closed locations, or placed center openings on hold.



The Melbourne area is home to a couple of these new projects. Amazon was granted a Certificate of Occupancy on December 2021 for the distribution center located at 3655 Grissom Pkwy in Cocoa. However, Amazon has since delayed opening the facility until 2023. The second location is on West Eau Gallie Boulevard and Sarno Road. This site is under construction; however, no delay or cancelation has been announced with this location. Should Amazon decide to cancel the distribution center's opening, the new space would be absorbed quickly in the market due to the strong demand for industrial space in the area.

Industrial investors have been very active in the capital markets in Brevard County, making it one of the most heavily traded industrial areas in the region over the past several years. Annual sales volume has averaged \$67.5 million over the past five years, and the 12-month high in investment volume hit \$114 million over that stretch. In the past 12 months, \$88.3 million worth of assets was sold. Deals involving logistics properties drove recent sales volume.

Based on the estimated price movement of all industrial properties in the submarket, the market pricing sat at \$112/SF during Q322, up from \$97/SF in Q321. The market cap rate has contracted over the past year to 7.36%, and rental rates increased to nearly \$11.50 per square foot from \$10.17/SF in Q321.

Competitive Market Supply

As part of our research for this assignment, we researched similar vacant sites currently listed publicly for sale in the subject's local market area. The subject is a large acreage parcel with various zoning classifications. We searched for similar competitive sites currently available for sale or recently listed for sale in the subject's immediate concentric area. There were few listings over 100 acres within Brevard and surrounding counties. Therefore, we expanded our search to include all of Florida. We identified a handful of alternative sites that share various characteristics with the subject property. Following is a brief description of each competitive site:

4 State Road 11	
De Leon Springs, FL 32130	Sale Price: \$10,000,000 Parcel Size (AC): 280 AC Price/AC: \$35,714.29 Parcel Size (SF): 12,196,800 SF
Property Type: Commercial	Zoning: -
Sale Status: Active	Proposed Use: -
Days on Market: 77	
Sale Conditions: -	
Sales Contacts: Harbert Realty Services / Kevin DeLaRosa (407) 377-4050 / Alex Stringfellow (352) 217-7710	
	
5 1661 Tomoko Farms Rd	
Daytona Beach, FL 32128	Sale Price: \$15,500,000 Parcel Size (AC): 358 AC Price/AC: \$43,296.09 Parcel Size (SF): 15,594,480 SF
Property Type: Commercial	Zoning: AG
Sale Status: Under Contract	Proposed Use: Planned Unit Development
Days on Market: 1,650	
Sale Conditions: -	
Sales Contacts: Coldwell Banker Commercial Benchmark / Bob Rand, CCIM, SIOR (386) 672-8530 X1009	
	
Investment Notes:	
PRIME REGIONAL HIGHLY VISIBLE DEVELOPMENT SITE. Mixed Use FLU designation allows for a variety of possible uses. Community Development District (CDD) available. Frontage on I-95 and I-4. Close to international airports, universities, and internationally recognized Daytona International Speedway. Owner will consider dividing.	



3 S Ridgewood Ave - RV Resort Develop. opportunity – Edgewater FL

Edgewater, FL 32141
RV Resort Develop. opportunity – Edgewater FL

Sale Price: \$8,645,000	Parcel Size (AC): 137 AC
Price/AC: \$63,102.19	Parcel Size (SF): 5,967,720 SF
Property Type: Industrial	Zoning: I-2, BPUD
Sale Status: Active	Proposed Use: Mixed Use, Trailer/Camper Park
Days on Market: 5	
Sale Conditions: -	



Sales Contacts: **Ocean Properties & Management, Inc. / Kelley Desoto (386) 428-0975**

Investment Notes:

RV Resort Development opportunity – 202 +/- RV sites! 137 +/- beautiful acres of vacant land and small lake. Edgewater, Florida. Engineered site plans, wetland studies and surveys are completed. This is a multiparcel sale. Prime US HWY 1, Booker Street & Clinton Cemetery Road frontage. Located in City of Edgewater, in close proximity, to the Indian River and nearby public boat launches. Electric, water and gas nearby. Adjacent to Direct Marine & RV Dealership, close proximity to Boston Whaler Boat Mfg. & Magic Tilt Trailers. Approximately 8 miles south of New Smyrna Beach, FL and 30 miles north of Titusville, FL. All proposed site plans and future zoning are pending final approval. Major road ways: US Hwy 1 frontage & I95 is approximately 6.5 miles.

1 I-4 W & Enterprise Osteen Rd

Osteen, FL 32764

Sale Price: \$11,000,000	Parcel Size (AC): 220 AC
Price/AC: \$50,000.00	Parcel Size (SF): 9,583,200 SF
Property Type: Commercial	Zoning: Residential Commercial, Single Family Development
Sale Status: Active	Proposed Use:
Days on Market: 2,058	
Sale Conditions: -	



Sales Contacts: **Property Investment Brokers / Bobby Luthra (407) 649-9888 X205**

2 Indrio - Indrio Rd Farm

Fort Pierce, FL 34945
Indrio Rd Farm

Sale Price: \$25,000,000	Parcel Size (AC): 250 AC
Price/AC: \$100,000.00	Parcel Size (SF): 10,890,000 SF
Property Type: Commercial	Zoning: AG-1
Sale Status: Active	Proposed Use: Mixed Use, Planned Unit Development
Days on Market: 401	
Sale Conditions: -	



Sales Contacts: **Jones Avenue Real Estate / Ronald Jones (561) 600-8596**

Investment Notes:

This property is located at the northwest corner of Indrio Rd. and Interstate 95 in St. Lucie County, Florida. The Property commands over 1.25 mi of Interstate 95 frontage and abuts the southbound exit ramp onto Indrio Rd.

The current offering presents the rare opportunity to acquire a strategically located commercial and mixed use development tract on an I-95 interchange well positioned for future development. The property currently has income producing billboards.

Land Listings Summary

Listing Data					
Listing	Price	Acres	Usable Acres	Notes	\$/Usable Acre
1	\$10,000,000	280.00	267.77	Volusia County, Deleon Springs, Zoned A-1, Wooded, DOM 77	\$37,345
2	\$15,500,000	358.00	212.36	Volusia County, Port Orange, Unassigned Zoning - FLU Urban Low Impact, Cleared, DOM 1,650	\$72,989
3	\$17,974,000	216.21	183.47	Brevard County, Titusville, Zoned PUD, Wooded, Abuts I-95 and proximate to Hwy 528, Off-Market	\$97,967
4	\$8,645,000	137.00	120.27	Volusia County, Edgewater, Zoned I-2 - BPUD, Wooded, Studies completed, DOM 5	\$71,880
5	\$11,000,000	220.00	143.54	Volusia County, Osteen, Unassigned Zoning - FLU Agricultural Resource and Urban Low Impact, Wooded, DOM 2,058	\$76,634
6	\$25,000,000	250.00	250.00	St. Lucie County, Fort Pierce, Zoned CG -General Commercial, Rural, Mostly Clear, DOM 401	\$100,000
Min.					\$37,345
Max					\$100,000
Average					\$76,136
Median					\$74,811
<i>Usable Acres are estimates based on scaled measurements of wetland area from the National Wetlands Maps, verification by listing agent when available, or marketing material.</i>					

The land listings presented above represent six (6) sites considered relatively competitive alternatives to the subject property. The vacant sites ranged in size from 120.27 usable acres to 267.77 usable acres. The listings ranged in asking price from \$37,345 per usable acre to \$100,000 per usable acre with an average of \$76,136/Usable Acre and a median of \$74,811/Usable Acre. It is noted that the subject is a large parcel of land with various zoning classifications. There were very few large mixed-use parcels listed. Typically, parcels the size of the subject are residentially or agriculturally zoned sites.

Listing 1 is located south of Lafayette Landing Drive in a rural area of northwest Volusia County. We interviewed the listing agent Mr. Alex Stringfellow. He confirmed that the zoning was agricultural and public utilities are not available in the area. He said there was interest in the site and a few LOIs were submitted; however, nothing materialized. He reported interest has since decreased. He said once the interest rates began to rise, they reduced the listing price. Most of the interest he was receiving on the site was for a residential use. Mr. Stringfellow further reported that the site is mostly high and dry but there were some low areas and approximately +/- 20 acres of wetlands. This listing is inferior in location.

Listing 2 is located just south of the I-4 and I-95 interchange, just south of Daytona Beach International Airport. This property is under contract and is expected to close in three months. We interviewed the listing broker, Mr. Bob Rand. He said the developer (buyer) is in the process of entitling the site for mixed-use residential and a small industrial area. He said currently there are no public utilities to the site and was unsure of the developers plans for utilities. He reported that the contract price is for unentitled land and no utilities to the site. This listing is slightly superior in location.

Listing 3 is located at the southeast corner of the I-95 and Highway 528 interchange. This is an off-market contract between the seller and a residential developer. The site is a smaller superior site based on usable acreage. Typically, smaller sites sell more per usable acre. The buyer is in the process of entitling the land for single-family residential use. The developer plans to construct approximately 418 single-family units. This listing is slightly superior in location.

Listing 4 is located north of Relocation Road in a more rural area of Southeast Volusia County. This site is being marketed for RV Resort Development with public utilities nearby. According to the listing there are approximately 137 usable acres. In addition, wetlands studies, surveys, and engineered site plans have been completed with proposed site plans and rezoning in pending final approval. This listing is inferior in location but superior in the entitlement process and site size.



Listing 5 is located west of State Route 415 on the south side of Enterprise Osteen Road in Southwest Volusia County. This site does not have a zoning classification assigned but does have a low-density residential Future Land Use. The site is being marketed as a residential development with conceptual site plans. According to the listing agent Mr. Bobby Luthra, the site is being sold as entitled land and will incorporate uses such as single-family residential, townhomes, and commercial space. This site is inferior in location but superior in site size and entitlements.

Listing 6 is located at the I-95 and Indrio Road interchange in St. Lucie County. The site appears to be 100% uplands and is zoned for commercial use. The site has good exposure from passing traffic on I-95. However, the area is rural in nature. This site is inferior in location but superior in topography.

As presented in the following Sales Comparison Approach section of this report, these listings represent competitive alternatives to the subject site in the subject's market area. It is noted that the final purchase price is typically below the asking price due to buyer and seller negotiations. Generally speaking, the list prices of these competitive properties, expressed on a price per usable land basis, bracket and support the conclusions of the Sales Comparison Approach.

Listing Considered

This listing is located in a rural area in Polk County. It is east of Old Stokes Road and abuts the CSX railway on the west. The site is being marketed on CoStar by different brokerages at different price points. Jared Bonshire and David Perez with Cushman & Wakefield are marketing the site as industrial land at \$55,000 per usable acre. It is unclear if these sites will be entitled at the time of purchase or if this is raw land. Mr. John DePersio with Coldwell Banker is marketing the site as raw land at \$19,000 per acre. We attempted to contact all parties involved with the listing to confirm the details but did not receive a response by the date of this report.

1 US Highway 27 & US Highway - Pebble Ridge Industrial Park			
Frostproof, FL 33843 Pebble Ridge Industrial Park	Sale Price: \$9,177,000	Parcel Size (AC): 483 AC	
	Price/AC: \$19,000.00	Parcel Size (SF): 21,039,480 SF	
	Property Type: Industrial	Zoning: IND	Industrial, Mixed Use, Distribution, Food Processing, General Freestanding Industrial Live/Work Unit, Truck Terminal, Warehouse
	Sale Status: Active	Proposed Use:	
	Days on Market: 4,644		
Sale Conditions: -	Sales Contacts: Coldwell Banker Commercial Realty / John DePersio (954) 753-2200 X1228		
Investment Notes: One of the largest contiguous Industrial property in POLK county. 489 acres with frontage on US Hwy 27 and over 8000 linear feet of CSX rail along opposite side. This property can be sold on an individual site basis with minimum parcel sizes starting at 20 acres, up to assemblage of several hundred. "IND" zoning (see polk use tables) Parcel prices may vary, price quoted here is for the entire parcel. Owner/developer will entertain JV's NW corner of US Hwy 27 and US 98			
2 US Hwy 27 & US Hwy 98 - Pebble Ridge Industrial Park, Pebble Ridge Industrial Park			
Frostproof, FL 33843 Pebble Ridge Industrial Park, Pebble Ridge Industrial Park	Sale Price: For Sale	Parcel Size (AC): 472 AC	
	Price/AC: -	Parcel Size (SF): 20,560,320 SF	
	Property Type: Industrial	Zoning: RC	Commercial, Industrial
	Sale Status: Active	Proposed Use:	
	Days on Market: 2,579		
Sale Conditions: -	Sales Contacts: Cushman & Wakefield of Florida, Inc. / Jared Bonshire (407) 541-4414 / David Perez (407) 541-4435		
Investment Notes: \$55,000 per usable acre 472 +/- Ac Land/ 2 phase Site, Frostproof, FL Will sell entire site of individual parcels starting at 10 acres to 100 acres A 472-acre, two-phase industrial site with the ability to develop over 20 million square feet of warehouse/distribution space located in Frostproof in Polk County. Frostproof, FL			

Recent Brokers Interviews

Michael Dreyer: Mr. Dreyer specializes in industrial, retail, office, and residential-commercial land assembly and transactions. He has sold a significant number of the large vacant tracts in Brevard County over the last 3 years. He indicates that demand for industrial land is very high right now, with several buyers looking for vacant land for owner occupancy, bay, and distribution warehouses. He indicated that there is no cheap land anywhere in the County left and that most industrial land is pushing toward all-time highs. He thought there were very few opportunities to buy land anywhere less than \$80,000 per acre, which usually had issues. He thought most industrial usable land was north of \$125,000 per acre if it had high functionality. He had several uses that could take down 40-60 acres and did not see that size as a significant detriment to demand. He was familiar with the Cocoa, Titusville, and Merritt Island markets and thought that \$80,000-\$100,000 was a realistic number for useable industrial land with on-site retention with some development challenges.

Mike Moss SIOR: Mr. Moss Mike is Vice President/Sales Associate specializing in all aspects of sales and leasing of Industrial Properties, including warehouse, flex, and manufacturing space for LIGHTLE BECKNER ROBISON, INC. He reported that he has several buyers looking for industrial land and that it is exceptionally difficult to find vacant tracts at reasonable pricing. He indicated that there is now demand for land in areas that historically received little attention. He thought land prices were well above \$125,000 in the areas of highest demand, and secondary areas were still \$75,000 to \$100,000. Smaller sites and those near the Melbourne airport or Ellis industrial park were significantly higher.

Mike Ullian, CCIM, SIOR: Mr. Ullian indicated that his area of specialty was central Brevard; however, he has seen that market's industrial land prices skyrocket. He indicates that smaller sites, under 5 acres are north of \$200,000 per acre, and several users are actively in the market for sites similar to the subject's size. However, site development costs are a factor, even with high demand, and the extension of roadways, utilities, and high fill costs can lead to discounts. He sees the highest demand in the county around the Melbourne Airport and that continued interest from large manufacturers, distribution warehouses, and bay warehousing will likely keep prices elevated for an extended period. He indicates that he believes good industrial land is very limited, there is high demand, and any available in the Melbourne market would find multiple interested parties.

Valuation Methodology

Three basic approaches may be used to arrive at an estimate of market value. They are:

1. The Cost Approach
2. The Income Approach
3. The Sales Comparison Approach

Cost Approach

The Cost Approach is summarized as follows:

$$\begin{array}{r} \text{Cost New} \\ - \text{Depreciation} \\ + \text{Land Value} \\ \hline = \text{Value} \end{array}$$

Income Approach

The Income Approach converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and or a discounting process.

Sales Comparison Approach

The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

Final Reconciliation

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others.

Analyses Applied

Utilized Approaches to Value

Cost Approach

The subject is vacant land and this method does not accurately reflect market participant actions.

Sales Comparison Approach

There is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

Income Approach

The subject is vacant land and this method does not accurately reflect market participant actions.

Sales Comparison Approach

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

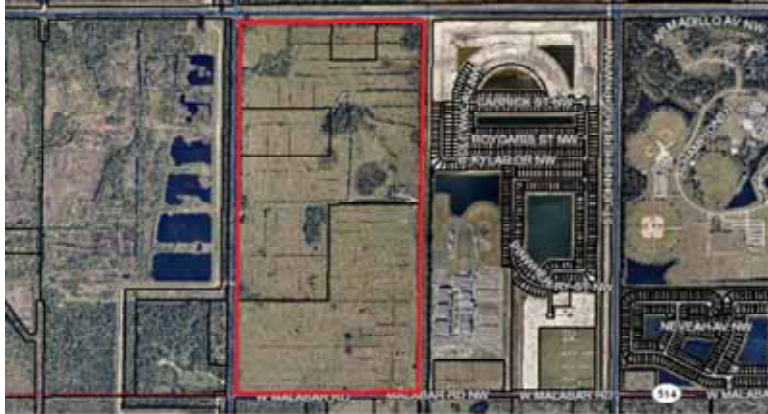
- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the Sales Comparison Approach.

Comparables

We have researched six (6) comparables for this analysis; several of these are documented on the following pages followed by a location map and analysis grid. All sales have been researched through numerous sources, inspected and verified by a party to the transaction, when available. In order to make the comparison meaningful, the comparable sales are reduced to a basic unit of comparison, i.e., the Price Per Usable Land Acre.

It is noted that the subject is a large parcel of land with various zoning classifications. There were very few large mixed-use parcels listed. Typically, parcels the size of the subject are residentially or agriculturally zoned sites.

Land Comparable 1



Transaction			
Address	Terminus of W. Malabar Rd SW	ID	10325
City	Palm Bay	Date	11/24/2021
County	Brevard	Price	\$6,265,000
Zip	32907	Price Per Usable Acre	\$23,187
Tax ID	28-36-32-00-250;252;251;500	Price Per Acre	\$21,913
Grantor	St. Johns Water Management District	Conditions of Sale	None Known
Grantee	Malabar Holding Group, LLC	Days on Market	N/A
Sale Verification Source	Deed	ID	10325
Financing	Cash to Seller		
Site			
Acres	285.90	Zoning	AU
Land SF	12,453,804	Utilities	Public water; Sewer
Usable Acres	270.2	Traffic Count	
Corner	No	Road Frontage	W. Malabar Rd - 2,504.12
Visibility	Average	Shape	Rectangular
Access	Average	Distance	34.94
Attributes			
Topography	Level/Mostly Clear/Low	Environmental Issues	None Known
Shape	Rectangular	Encumbrance or Easement	None Known
Visibility	Average	Current Use	Vacant Land
Drainage	On-Site	Proposed Use	Residential Development

Sale Comments

This 285.90-acre agricultural land comprises five contiguous parcels on the north side of West Malabar Road south of Emerson Drive in Palm Bay. The site is rectangular, mostly cleared and level but appears to be low as the site sits entirely in the AE flood zone. According to the Brevard County Natural Resource maps, approximately 15.70 acres of wetlands are dispersed throughout the site. There is +/- 2,504' of road frontage along W. Malabar Road, and the site is approximately 5,154' deep. The site is zoned AU -Agricultural Residential with a FLU of Single-Family Residential.

This appears to be an off-market raw land sale between St. Johns Water Management District and a developer group. The site closed for \$6.265 million on November 24, 2021.

Land Comparable 2



Transaction			
Address	3655 Grissom Parkway	ID	7109
City	Cocoa	Date	2/7/2021
County	Brevard	Price	\$6,800,000
Zip	32926	Price Per Usable Acre	\$79,282
Tax ID	24-35-12-00-1	Price Per Acre	\$36,640
Grantor	Space Coast Airport Business Center, Inc.	Conditions of Sale	None
Grantee	CF Dolphin COI, LLC	Days on Market	N/A
Sale Verification Source	STJWM, CoStar & Public Records	ID	7109
Financing	Market Terms		
Site			
Acres	185.59	Zoning	M-2
Land SF	8,084,300	Utilities	All to site
Usable Acres	85.77	Traffic Count	9,480
Corner	No	Road Frontage	1,695
Visibility	Average	Shape	Irregular
Access	Average	Distance	7.54
Attributes			
Topography	Level, wetlands	Environmental Issues	None Known
Shape	Irregular	Encumbrance or Easement	None Known
Visibility	Average	Current Use	Vacant
Drainage	On-Site	Proposed Use	Amazon Warehouse
Sale Comments			

This is the sale of a tract of land containing 185.59 acres along Grissom Parkway in Cocoa. The property is zoned M-2 for industrial use. The site is impacted by multiple environmental and physical factors. There are approximately 48.77 acres of wetlands and 19-acres of scrub jay habitat dispersed throughout the site. There is a 320' FPL easement that bisects the site into east and west portions. There is another 290' FPL easement along the southern border of the east side of the site. All together there are approximately 18-acres impacted by FPL easements. Overall, there is approximately 85.77 useable acres. The buyer is a developer for Amazon, who will be constructing a 201,475 square foot distribution center on the east side of the site, slated to be complete by late 2021.

Land Comparable 3



Transaction

Address	3700 Sarno Road	ID	7107
City	Melbourne	Date	5/14/2021
County	Brevard	Price	\$6,179,700
Zip	32934	Price Per Usable Acre	\$142,751
Tax ID	27-36-24-00-250	Price Per Acre	\$95,439
Grantor	Acopian Land, LP	Conditions of Sale	None
Grantee	CF Monkey MLB, LLC	Days on Market	N/A
Sale Verification Source	Mike Ullian	ID	7107
Financing	Market Terms		

Site

Acres	64.75	Zoning	M-1
Land SF	2,820,510	Utilities	All to site
Usable Acres	43.29	Traffic Count	15,210
Corner	No	Road Frontage	Eau Gallie Blvd - 1,472' & Sarno Rd - 1,334'
Visibility	Average	Shape	Rectangular
Access	Above Average	Distance	27.78

Attributes

Topography	Level; Wooded; Wetlands	Environmental Issues	None Known
Shape	Rectangular	Encumbrance or Easement	None Known
Visibility	Average	Current Use	Vacant
Drainage	On-Site	Proposed Use	Distribution warehouse

Sale Comments

This is the sale of a tract of vacant industrial land bordered on the north by Eau Gallie Boulevard and on the south by Sarno Road. The property is zoned M-1 and all utilities are available at the roadway. The property contains a total of 64.75 acres, however, 21.46 acres are wetlands. This equates to 33% of the total land area. The property was purchased for the construction of an Amazon distribution warehouse. The buyer is the developer of the warehouse, which will contain 141,360 square feet. Traffic levels along Sarno Road are 15,210 per day and an additional 17,450 on Eau Gallie Boulevard.

Land Comparable 4



Transaction

Address	West End of Opportunity Dr.	ID	9164
City	Melbourne	Date	8/31/2022
County	Brevard	Price	\$4,400,000
Zip	32934	Price Per Usable Acre	\$113,578
Tax ID	27-36-26-00-2	Price Per Acre	\$110,000
Grantor	Eau Gallie Property Acquisitions	Conditions of Sale	Duel Closing
Grantee	Opportunity Drive, LLC	Days on Market	\$4,468.00
Sale Verification Source	Dan Evans, LA, Appraisal	ID	9164
Financing	Cash to Seller		

Site

Acres	40.00	Zoning	M1
Land SF	1,742,400	Utilities	City Water/Sewer
Usable Acres	38.74	Traffic Count	0
Corner	No	Road Frontage	66' Opportunity Drive
Visibility	Below Average	Shape	Mostly Rectangular
Access	Below Average	Distance	28.33

Attributes

Topography	Wooded/Fill Req.	Environmental Issues	Wetlands Mitigated
Shape	Mostly Rectangular	Encumbrance or Easement	None Known
Visibility	Below Average	Current Use	Vacant Land
Drainage	On-Site	Proposed Use	Speculative/Industrial

Sale Comments

This is the sale of 40 gross acres of light industrial land just west of North Drive in Melbourne. This parcel has an interior location with access from the end of a cul-de-sac named Opportunity Drive. The site has approximately 7 acres of wetlands that have been legally mitigated with the purchase of credits by the current owner. According to the listing agent, Mr. Dan Evans, the buyer will have minimal remaining costs to complete the mitigation. It was reported that the site would require extensive fill and site development because it is low and wet.

The property was listed for \$3,050,00 the site closed for \$4,400,000 on August 31, 2022. Eau Gallie Property Acquisition LLC, the sellers, were under contract to sell the property to Avenue Property Group LLC for \$3,000,000. At the same time, Avenue Property Group LLC sold the contract rights to purchase the property to Opportunity Drive LLC for \$1,400,000. All sales closed simultaneously with the final buyers, Opportunity Drive LLC is paying \$4,400,000 for the property. However, only \$3,000,000 is recorded in the Clerk of Courts.

Overall, the listing agent felt the price was influenced by the large size of the total land and interior access/minimal frontage requiring extensive interior roadways/low visibility.

Land Comparable 5



Transaction

Address	SEC of SR 528 and I-95	ID	9321
City	Cocoa	Date	11/4/2022
County	Brevard	Price	\$17,974,000
Zip	32926	Price Per Usable Acre	\$97,967
Tax ID	24-35-15-03-*24	Price Per Acre	\$83,132
Grantor	Beachline Partner, LLC	Conditions of Sale	None known
Grantee	Pending contract	Days on Market	N/A
Sale Verification Source	Summit Shah, Seller	ID	9321
Financing	Cash to Seller		

Site

Acres	216.21	Zoning	PUD
Land SF	9,418,108	Utilities	Public water; Sewer
Usable Acres	183.47	Traffic Count	99,500
Corner	No	Road Frontage	I-95 - 1,169.49' & SR 528
Visibility	Above Average	Shape	Irregular
Access	Average	Distance	6.96

Sale Comments

This is the pending listing of 216.21 acres located at the southeast corner of SR 528 and I-95 in Cocoa. The site is wooded with extensive frontage along I-95 and the SR 528 onramp. According to the Brevard County Natural Resource maps, the site has approximately 32.74 acres of wetlands dispersed throughout the area and 183.42 upland acres. The site is zoned Planned Unit Development with a Future Land Use of Very Low-Density Residential and Conservation.

This is an off-market transaction between the seller and a residential developer. The developer intends to develop the site with 418 residential units. The site is under contract for \$17,974,000 or \$43,000 per unit. According to the seller, Mr. Summit Shah, the developer is in the process of entitling the site, and the transaction is anticipated to close in December 2022.

Land Comparable 6



Transaction

Address	302 Parktowne Boulevard	ID	10401
City	Edgewater	Date	6/23/2022
County	Volusia	Price	\$4,150,000
Zip	32132	Price Per Usable Acre	\$51,985
Tax ID	7452220A0020	Price Per Acre	\$49,790
Grantor	Edgewater Industrial Park, LLC	Conditions of Sale	None Known
Grantee	Parktowne Industrial, LLC	Days on Market	N/A
Sale Verification Source	Kimberly Hardee, SA, Samantha Bergeron, Director, Parks & recreation Economic Development, Orlando Business Journal	ID	10401
Financing	Conventional		

Site

Acres	83.35	Zoning	IPUD
Land SF	3,630,726	Utilities	Public water; Sewer
Usable Acres	79.83	Traffic Count	9,200
Corner	No	Road Frontage	10th St - 835' & Parktowne Blvd
Visibility	Average	Shape	Irregular
Access	Average	Distance	34.45

Attributes

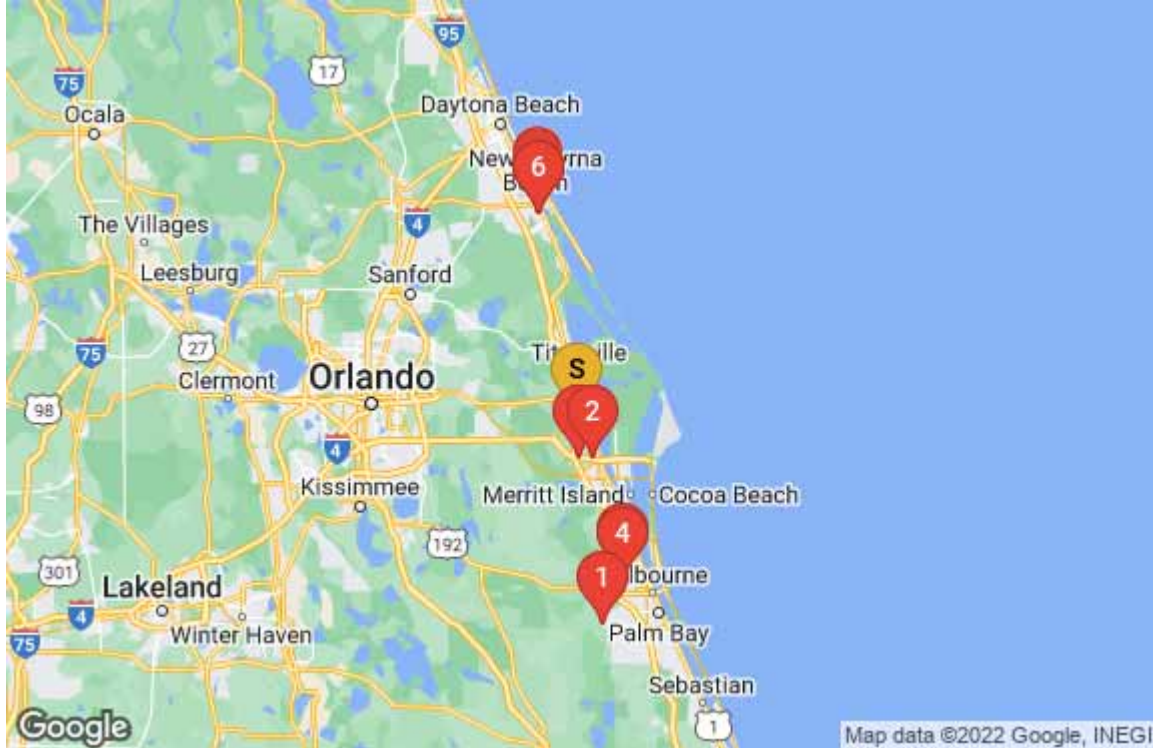
Topography	Level/Wooded/Wetlands	Environmental Issues	Minor Wetlands/Gopher Tortoise
Shape	Irregular	Encumbrance or Easement	None Known
Visibility	Average	Current Use	Vacant Land
Drainage	Off-Site	Proposed Use	Warehouse Distribution

Sale Comments

This is the sale of 83.35 acres of industrial land located within the Parktowne Industrial Park in Edgewater, Florida. The site appears to be level and heavily wooded. According to the Volusia County public maps, there are approximately 3.50 acres of wetlands. The listing agent reported the presence of gopher tortoises reported on-site. The site is zoned IPUD- Industrial Planned Unit Development with a FLU of Industrial Development with Conservation overlay. According to a recent article t, the site is to be developed in two phases with 1 million square feet of industrial space. The first phase is estimated to cost \$50 million, and groundbreaking is set for January 2023. The construction of seven buildings is anticipated, with the first two being completed by the first quarter of 2025. Utilities are reported to the site

We verified the sale with the listing agent, Kimberly Hardee, with SVN Alliance Commercial Real Estate Advisors. She said the sale was an arms-length transaction and although the City of Edgewater is known to offer incentives to developers she said incentives did not affect the purchase price. She said she was unaware if any atypical fill costs would be required or if there would be incentives given for development. In addition, we interviewed Ms. Samantha Bergeron, the Director of Parks & Recreation Economic Development of the city of Edgewater. She said although the city does offer incentives such as fill for employment and tax abatements the site did not meet the requirements for the incentives because an owner-user is not developing the site. She further mentioned that sites in the industrial park would have all the necessary infrastructure, such as roads, water, and sewer connection to the property line. She said because each site is privately owned, the sites may be delivered cleared, or in various stages of site prep. There are Covenants and Restrictions recorded as ORB 7288 Pg 1726 which places restrictions on use and architectural designs. There is also an Owners Association Fee assessed to each property owner which is based on budget needs.

Comparables Map



Legend	Address	City	Distance
Subject	7900 Blk of Grissom Parkway	Titusville	
Comp 1	Terminus of W. Malabar Rd SW	Palm Bay	34.9400 miles
Comp 2	3655 Grissom Parkway	Cocoa	7.5400 miles
Comp 3	3700 Sarno Road	Melbourne	27.7800 miles
Comp 4	West End of Opportunity Dr.	Melbourne	28.3300 miles
Comp 5	SEC of SR 528 and I-95	Cocoa	6.9600 miles
Comp 6	302 Parktowne Boulevard	Edgewater	34.4500 miles

Analysis Grid

The above sales have been analyzed and compared with the subject property. We have considered adjustments in the areas of:

- Property Rights Sold
- Financing
- Conditions of Sale
- Market Trends
- Location
- Physical Characteristics

On the following page is a sales comparison grid displaying the subject property, the comparables and the adjustments applied.

Land Analysis Grid		Comp 1	Comp 2	Comp 3	Comp 4	Comp 5	Comp 6
Address	7900 Blk of Grissom Parkway	Terminus of W. Malabar Rd	3655 Grissom Parkway	3700 Sarno Road	West End of Opportunity	SEC of SR 528 and I-95	302 Parktowne Boulevard
City	Titusville	Palm Bay	Cocoa	Melbourne	Melbourne	Cocoa	Edgewater
County	Brevard	Brevard	Brevard	Brevard	Brevard	Brevard	Vohsia
Date	8/11/2022	11/24/2021	2/7/2021	5/14/2021	8/31/2022	11/4/2022	6/23/2022
Price	--	\$6,265,000	\$6,800,000	\$6,179,700	\$4,400,000	\$17,974,000	\$4,150,000
Usable Acres	261.49	270.20	85.77	43.29	38.74	183.47	79.83
Usable Acre Unit Price		\$23,187	\$79,282	\$142,751	\$113,578	\$97,967	\$51,985
Transaction Adjustments							
Property Rights	Fee Simple Cash to Seller None	0.0%	Fee Simple Market Terms	0.0%	Fee Simple Market Terms	0.0%	Fee Simple Cash to Seller None
Financing	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Conditions of Sale	Known	0.0%	None	0.0%	None	0.0%	Closing
Expend. After Sale	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Adjusted Usable Acre Unit Price	\$23,187	\$79,282	\$142,751	\$113,578	\$97,967	\$51,985	
Market Trends Through 8/11/2022	6.0%	4.2%	9.2%	7.5%	0.0%	0.0%	0.8%
Adjusted Usable Acre Unit Price	\$24,169	\$86,558	\$153,482	\$113,578	\$97,967	\$52,394	
Characteristics Adjustments							
Location	Average	Average+	Average	Above Average	Above Average	Above Average	Average-
% Adjustment	-5%	0%	0%	-10%	-10%	-10%	5%
Qualitative	Superior	Superior	Similar	Superior	Superior	Superior	Inferior
Usable Acres	261.49	270.20	85.77	43.29	38.74	183.47	79.83
% Adjustment	0%	-15%	-15%	-20%	-20%	-5%	-15%
Qualitative	Similar	Superior	Superior	Superior	Superior	Superior	Superior
Topography	Wetlands/Low/Fill Req.	Level/Mostly Clear/Low	Level, wetlands	Level, Wooded, Wetlands	Wooded/Fill Req.	Level/Wooded/Wetlands	Level/Wooded/Wetlands
% Adjustment	-10%	-10%	-10%	-10%	-10%	-10%	-10%
Qualitative	Superior	Superior	Superior	Superior	Superior	Superior	Superior
Shape	Irregular	Rectangular	Irregular	Rectangular	Mostly Rectangular	Irregular	Irregular
% Adjustment	0%	0%	0%	0%	0%	0%	0%
Qualitative	Similar	Similar	Similar	Similar	Similar	Similar	Similar
Utilities	Public water; Sewer	Public water; Sewer	All to site	All to site	City Water/Sewer	Public water; Sewer	Public water; Sewer
% Adjustment	0%	0%	0%	0%	0%	0%	0%
Qualitative	Similar	Similar	Similar	Similar	Similar	Similar	Similar
Zoning	M-2; CC; R-1B; OR; PID	AU	M-2	M-1	M1	PUD	IPUD
% Adjustment	0%	-10%	-10%	-10%	-10%	-10%	-10%
Qualitative	Resoning Req.	Similar	Superior	Superior	Superior	Superior	Superior
Access	Good	Average	Average	Above Average	Below Average	Average	Average
% Adjustment	10%	10%	10%	0%	15%	10%	10%
Qualitative	Inferior	Inferior	Inferior	Similar	Inferior	Inferior	Inferior
Drainage	On-Site	On-Site	On-Site	On-Site	On-Site	On-Site	On-Site
% Adjustment	0%	0%	0%	0%	0%	0%	-5%
Qualitative	Similar	Similar	Similar	Similar	Similar	Similar	Superior
Adjusted Usable Acre Unit Price	\$22,961	\$64,918	\$76,741	\$73,826	\$73,475	\$39,295	
Net Adjustments	-5.0%	-25.0%	-50.0%	-35.0%	-25.0%	-25.0%	
Gross Adjustments	25.0%	45.0%	50.0%	65.0%	45.0%	55.0%	

Analysis and Adjustments

In order to make the comparison meaningful, the comparable sales are reduced to a basic unit of comparison, i.e., the price paid usable land area. For Property Rights, Financing, Conditions of Sale, Expenditures After Purchase, and Time-Market Conditions adjustments we have applied Quantitative adjustments. Quantitative analysis is used for the remaining physical features. We have considered each sale regarding its relative similarity with the subject in the factors noted above. Then a conclusion is drawn regarding the comparable sale's overall similarity with the subject.

Property Rights

This adjustment is generally applied to reflect the transfer of property rights different from those being appraised, such as differences between properties owned in fee simple and in leased fee or partial interests. All sales reported fee simple property rights and no adjustments for this category are indicated.

Financing

This adjustment is generally applied to a property that transfers with atypical financing, such as having assumed an existing mortgage at a favorable interest rate. Conversely, a property may be encumbered with an above-market mortgage which has no prepayment clause or a very costly prepayment clause. Such atypical financing often plays a role in the negotiated sale price. In this case, no adjustment is warranted.

Conditions of Sale

This category reflects extraordinary motivations of the buyer or seller to complete the sale. Examples include purchase for assemblage involving anticipated incremental value or a quick sale for cash. This adjustment category may also reflect a distress-related sale, or a corporation recording a non-market price. Comparable 5 is under contract to a home builder near the reported purchase price.

Comparable 4 was listed for \$3,050,00 and closed for \$4,400,000 on August 31, 2022. Eau Gallie Property Acquisition LLC was under contract to sell the property to Avenue Property Group LLC for \$3,000,000. At the same time, Avenue Property Group LLC sold the contract rights to purchase the property to Opportunity Drive LLC for \$1,400,000. All sales closed simultaneously with the final buyers, Opportunity Drive LLC paying \$4,400,000 for the property. However, only \$3,000,000 is recorded in the Clerk of Courts. No adjustments were necessary as these were arms-length transactions between all buyers and sellers.

Economic Trends

This category reflects investors' perceptions of prevailing market conditions. This adjustment category reflects value changes, if any, which have occurred between the date of the sale and the effective date of the appraisal.

In the course of our appraisal work we interview market participants including planning and zoning officials on planned projects, general contractors on costs, and brokers on supply and demand. Overall, we believe an annual time adjustment of 6.0% per year is appropriate for this property type.

Location

The subject is located adjacent to the Space Coast Regional Airport in Titusville and is located in areas that could support industrial use. The subject is rated Average in location. It is remote but the subject is also proximate to the Kennedy Space Center which creates synergy. Comparables 1, 3, and 4 are located in south Brevard, a desirable area experiencing growth. Comparable 5 is located along the I-95 and SR 528 interchange. These comparables are considered superior. Comparable 6 is located in Edgewater a more rural area of Volusia County. This comparable is inferior in location.

Physical Characteristics

The sales are adjusted qualitatively for physical characteristic differences. We considered the Size of the site, Topography, Shape, Access to utilities, Zoning, Access, and Drainage.

The subject is a large acreage site. Comparables 2 – 6 are smaller sites. Smaller sites will typically sell more per SF than larger sites based on the economy of scale. We have adjusted these comparables as necessary.

The subject is a heavily wooded low site which will require atypical cost for import fill. All comparables are adjusted accordingly to account for the subject's additional fill requirements. Additionally, Comparable 1 required a greater adjustment since the site is mostly cleared which requires less land clearing.

The subject has five zoning classifications. Rezoning will be required for development. Comparable 1 is similar to the subject as rezoning is currently underway for a higher-density residential classification. All other comparables are superior in this aspect and are adjusted accordingly.

The subject has good access along two primary roadways and is located proximate to the I-95 and Challenger Memorial Parkway interchange. Comparables 1, 2, 4, 5, and 6 are inferior in access. Comparable 4 is located at the end of a cul-de-sac road within an industrial subdivision which required a greater adjustment.

The subject will require on-site retention/drainage—comparable 6 benefits from a master stormwater retention which increases overall site utility.

Sales Comparison Approach Conclusion

The adjusted values of the comparable properties range from \$22,961 to \$76,741 **per usable acre**; the average is \$58,536, and the median is \$69,197 **per usable acre**. Using weighted averaging, we reconcile to a value of \$60,000 **per usable acre**.

Earlier in the report, we presented six (6) vacant land sites considered relatively competitive alternatives to the subject property. The vacant sites ranged in size from 120.27 usable acres to 267.77 usable acres. The listings ranged in asking price from \$37,345 per usable acre to \$100,000 per usable acre, with an average of \$76,136/**Usable Acre** and a median of \$74,811/**Usable Acre**.

It is evident that 2 of the sales, have a significantly lower adjusted price point. Comparable 1 is primarily residential single family in zoning, and likely use. It is of similar size, but likely expected to yield lower density development. We have included it, but place lesser weight on its adjusted value. Comparable 6 is given more consideration, as a large tract of industrial land planned for similar phased development like the subject property. It is also at a lower price point, after adjustment, and was a contributing factor to why we reconcile closer to \$60,000 per usable acre which is lower than sales 2-5.

Generally speaking, the list prices of these competitive properties, expressed on a price per usable acre, bracket and support the conclusions of the Sales Comparison Approach but we recognize that list prices are often substantially higher than close transaction prices.

Land Value Ranges & As Is Reconciled Value				
Number of Comparables:	6	Unadjusted	Adjusted	% Δ
	Low:	\$23,187	\$22,961	-1%
	High:	\$142,751	\$76,741	-46%
	Average:	\$84,792	\$58,536	-31%
	Median:	\$88,624	\$69,197	-22%
	Reconciled Value/Unit Value:		\$60,000	usable acre
	Subject Size:		261.49	
	Indicated Value:		\$15,689,400	
	Reconciled Final As Is Value:		\$15,700,000	
		Fifteen Million Seven Hundred Thousand Dollars		

Final Reconciliation

The process of reconciliation involves the analysis of each approach to value. The quality of data applied, the significance of each approach as it relates to market behavior and defensibility of each approach are considered and weighed. Finally, each is considered separately and comparatively with each other.

Value Indications

Summary of Values	
Value Premise	As Is
Date of Value	8/11/2022
Value Type	Market Value
Value Perspective	Current
Interest Appraised	Fee Simple
Value Conclusion:	\$15,700,000

Cost Approach

The Cost Approach to Value is most applicable for new, nearly new, or proposed improvements which represent the Highest and Best Use for the land. A cost approach was not applied as the subject is vacant land and this method does not accurately reflect market participant actions.

Sales Comparison Approach

The Sales Comparison Approach is most reliable when the market provides an ample supply of improved comparable sales. A sales comparison analysis was considered and was developed as there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

Income Approach – Direct Capitalization

An income approach was not applied as the subject is vacant land and this method does not accurately reflect market participant actions.

Value Conclusion

Based on the data and analyses developed in this appraisal, we have reconciled to the following value conclusion(s), as of August 11, 2022, subject to the Limiting Conditions and Assumptions of this appraisal.

Value Conclusions			
Premise	Interest Appraised	Effective Date	Value Conclusion
Current As Is Market Value	Fee Simple	8/11/2022	\$15,700,000

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. As of the date of this report, Matthew Jehs, MAI has completed the continuing education program of the Appraisal Institute.
11. We have both made an interior and exterior inspection with photographs of the property that is the subject of this report.
12. The appraiser has performed an appraisal on Phase 1 and Phase 2 of the subject property. A draft report was completed on October 6, 2022. No other services have been completed regarding the subject within three years prior to agreeing to perform this assignment.
13. No one provided significant real property appraisal assistance to the person(s) signing this certification.



Matthew W. Jehs, MAI
Cert Gen RZ2806



Angelia Diane Coleman
Cert Gen RZ4266

Addenda

Definitions

Please refer to the publications listed in the **Works Cited** section below for more information.

Works Cited:

- Appraisal Institute. *The Appraisal of Real Estate*. 15th ed. Chicago: Appraisal Institute, 2020. PDF.
- Appraisal Institute. *The Dictionary of Real Estate Appraisal*. 6th ed. 2015. PDF.
- The Appraisal Foundation. *2020-2021 Uniform Standards of Professional Appraisal Practice (USPAP)*. Eff. January 1, 2020 through December 31, 2021 PDF.

Market Value: As defined by the Office of the Comptroller of Currency (OCC) under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions, the Board of Governors of the Federal Reserve System (FRS) and the Federal Deposit Insurance Corporation in compliance with Title XI of FIRREA, as well as by the Uniform Standards of Appraisal Practice as promulgated by the Appraisal Foundation, is as follows.

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby,

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary, 6th Edition)

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires. (Dictionary, 6th Edition)

Lease Types

Absolute Net Lease - A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant.

Gross Lease - A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called full-service lease.

Modified Gross Lease - A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a double net lease, net lease, partial net lease, or semi-gross lease. (Dictionary, 6th Edition)

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.) (Dictionary, 6th Edition)

Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specified lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs). (Dictionary, 6th Edition)

Exposure Time

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. (Dictionary, 6th Edition)

Gross Building Area (GBA)

Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the region. (Dictionary, 6th Edition)

Stabilized Occupancy

1. The occupancy of a property that would be expected at a particular point in time, considering its relative competitive strength and supply and demand conditions at the time, and presuming it is priced at market rent and has had reasonable market exposure. A property is at stabilized occupancy when it is capturing its appropriate share of market demand.
2. An expression of the average or typical occupancy that would be expected for a property over a specified projection period or over its economic life. (Dictionary, 6th Edition)

Professional Qualifications

Matthew W. Jehs

EXPERIENCE: Current Managing Director for Tuttle-Armfield-Wagner Appraisal & Research, Inc., Mr. Jehs has 21 years of appraisal experience, receiving his MAI in 2008. He has performed property valuations for a broad array of retail, industrial, and office properties including shopping centers, office/warehouses, bulk distribution warehouses, heavy manufacturing, both low-rise and high-rise professional offices and medical office buildings. Valuations have also included surgical centers, limited-service hospitality properties, condominium developments and conversions, residential subdivisions, and vacant land. Specialized real estate assignments include right-of-way projects, Cape Canaveral Port Facilities, Kennedy Space Center assets, and Melbourne Airport Aviation land, and jurisdictional wetlands. Clients served include accountants, investment firms, law firms, lenders, private corporations, local municipalities, and public agencies, including Veterans Affairs, Florida DEP Approved Appraiser, and SJRWMD. Valuations have been utilized for mortgage loan purposes, equity participation, due diligence support, condemnation proceedings and insurance purposes. Assignments have included the valuation of existing and proposed properties, as well as market studies, highest and best use studies, and property value impact studies.

EDUCATION: Bachelor of Arts Degree, Benedictine University, 2000

Appraisal Course Work Completed:

Appraisal Institute

110-Appraisal Principles
120-Appraisal Procedures
210-Residential Case Study
310-Basic Income Capitalization
410-Uniform Standards of Professional Practice – Part A
420-Uniform Standards of Professional Practice – Part B
510-Advanced Income Capitalization
520-Highest and Best Use and Market Analysis
530-Advanced Sales Comparison and Cost Approach
540-Report Writing and Valuation Analysis
550-Advanced Applications
Continuing Education in USPAP, ARGUS, STDB.com

LICENSES: State Certified General Real Estate Appraiser #FL-RZ2806

PROFESSIONAL ORGANIZATIONS: Member of the Appraisal Institute (MAI) #432527
2020 Past President Florida East Coast Chapter Appraisal Institute

I have been qualified as an expert witness in Brevard County circuit court. I have testified in court cases involving commercial Real Estate litigation.

Angelia D. Coleman

Certified General Appraiser- Florida - RZ4266.

Appraisal Experience:

Two years of appraisal experience including Religious Facilities, Seminaries, and other Special Purpose properties, Melbourne Airport Aviation land, Vacant Land, Farmland, Multi-family Developments, Subdivisions, Retail Developments, Single-Family homes, and other commercial and residential properties.

Coursework:

Quantitative Analysis

Subdivision Valuation

USPAP – 7 and 15-hour courses

Appraisal Principles

Appraisal Procedures

Basic Income Capitalization

Sales Comparison and Cost Approach

Market Analysis and Highest and Best Use

Report Writing and Case Studies

Business Practices and Ethics

Florida Appraisal Law

Professional Experience:

- August 2021 to Present- Certified General Appraiser, Tuttle-Armfield-Wagner Appraisal & Research, Melbourne, Florida
- September 2020 to August 2021- Certified Residential Appraiser, Tuttle-Armfield-Wagner Appraisal & Research, Melbourne, Florida
- April 2019 to September 2020- Commercial Appraiser Trainee, Tuttle-Armfield-Wagner Appraisal & Research, Melbourne, Florida
- March 2019 to Present- Licensed Real Estate Agent, Keller Williams, Brevard, Melbourne, Florida.
- August 2018 to April 2019–Residential Appraiser Trainee, First Class Appraisals, Yulee, Florida
- February 2018 to March 2019-Licensed Real Estate Agent, Berkshire Hathaway Home Services, Yulee, Florida
- June 2017 to August 2018 – Residential Appraiser Trainee, A-1 Express Appraisal, Jacksonville, Florida
- February 2014 to June 2017 – Operations Manager, L.A. Fitness, Orange Park, Florida.
- March 2005 to January 2013 – Assistant Manager, Carrabbas Italian Grill, Orange Park, Florida.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES



JEHS, MATTHEW W

111 W NEW HAVEN AVENUE
MELBOURNE FL 32901

LICENSE NUMBER: RZ2806

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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COLEMAN, ANGELIA DIANE

111 W NEW HAVEN AVENUE
MELBOURNE FL 32901

LICENSE NUMBER: RZ4266

EXPIRATION DATE: NOVEMBER 30, 2024

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Engagement Letter

ORDERED BY:

Titusville-Cocoa Airport Authority

51 Bristow Way
Titusville, FL 32780
USA

Voice: 321-267-8780
Fax: 321-383-4264

PURCHASE ORDER

Purchase Order No.: 51713
Date Issued: 7/6/22

To:
Tuttle-Armfield-Wagner Appraisal 115 E. New Haven Ave. Melbourne, FL 32901

Ship To:
Titusville-Cocoa Airport Authority 51 Bristow Way Titusville, FL 32780 USA

Good Thru	Ship Via	Account No.	Terms
9/30/22	Courier		C.O.D.

Quantity	Item	Description	Unit Cost	Amount
1.00		Fee quotes for Current Market Value Analysis of Vacant Land at Titusville-Cocoa Airport		
1.00		Ph 1 & Ph 2 (50 Acres each) SE quadrant of Grissom Pkwy. and Perimeter Rd	2,500.00	2,500.00
1.00		Ph 3 (350 Acres) along Canaveral Spaceport Dr. between Grissom Pkwy. and Challenger Memorial Pkwy.;	2,500.00	2,500.00
1.00		4.07 Acres at NW corner of Center Ln. and Perimeter/Tico Rd.	2,500.00	2,500.00
TOTAL				\$7,500.00

Authorized Signature





FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

ACTION ITEMS

**APPROVAL: MEMORANDUM OF
UNDERSTANDING WITH EXPERIMENTAL
AIRCRAFT ASSOCIATION CHAPTER 724 FOR
AERONAUTICAL PROPERTY LOCATED AT
MERRITT ISLAND AIRPORT.**



October 14, 2024

Experimental Aircraft Association Chapter # 724
c/o Mr. Dwayne Waters
Chapter President
900 Airport Road
Melbourne, Florida 32952

Re: **Memorandum of Understanding**
Aeronautical Lease and Development Agreement

Dear Mr. Waters:

On behalf of the EAA Chapter 724 (the “Prospective Tenant”), you have requested a Memorandum of Understanding (“MOU”) with the Titusville-Cocoa Airport Authority (the “Authority”) concerning the below-referenced development project. Accordingly, Prospective Tenant and the Authority (together, the “Parties”) hereby enter into this non-binding Memorandum of Understanding (“MOU”) regarding Prospective Tenant’s intention to lease certain aeronautical real property at the Merritt Island Airport (COI) (the “Airport”) and to develop and construct certain improvements thereon (the “Project”). The purpose of this MOU is to provide a general framework of the scope of the Project and potential obligations of the Parties.

1. **General Property Description and Reservation of Rights by Prospective Tenant:** Prospective Tenant anticipates that the Project will be labeled on the attached Exhibit “A” to this MOU (the “Property”).

During the Term (defined below) of this MOU, Authority will not actively market the Property for lease or seek other prospective tenants for the Property beyond Prospective Tenant and will engage in good faith negotiations with Prospective Tenant related to the Property, Project and Ground Lease.

Aeronautical Lease and Development Agreement: Prospective Tenant and the Authority also anticipate negotiating and prospectively entering into a long-term Aeronautical Lease and Development Agreement (the “Ground Lease”) for the Property. The basic terms of the Ground Lease shall be as follows:

- (A) **Lessee:** Prospective Tenant, or its assigns, which must be approved in advance by the Authority and which approval shall not be unreasonably withheld.
- (B) **Lessor:** The Authority.
- (C) **Property:** Identified above.
- (D) **Commencement:** The Ground Lease shall commence upon its execution with rent obligations to commence at a later date conditioned upon completion of certain improvements by Prospective Tenant and/or a fixed date to ensure timely progression of the Project to completion.
- (E) **Initial Term:** Twenty-Five (25) years, subject to Federal Aviation Administration approval.
- (F) **Additional Extensions:** Negotiated with Ground Lease
- (G) **Annual Base Rent:** Ten percent (10%) of fair market value of the Property in its pre-improvement condition as determined by an M.A.I. real estate appraiser experienced in valuing public-use airport aeronautical property and retained by Authority. In addition, annual base rent shall be subject to periodic review and escalation consistent with the Authority's standard practices.
- (H) **Additional Rent:** Ad valorem property taxes, pro-rated insurance, and / or any applicable additional standard triple-net (NNN) fees and charges.
- (I) **Additional Provisions:** As the Project and/or the Ground Lease are subject to FAA review, either because the Ground Lease is for aeronautical property and/or because the Property is or may be subject to a Part 163 review under the FAA Reauthorization Act of 2018, the Project, the Ground Lease and any terms, rights or obligations related thereto are subject to FAA review and approval.

Obligations by Ground Lessee: As part of negotiating the Ground Lease, Authority and Prospective Tenant agree that, subject to future negotiations and mutual approval, Prospective Tenant will be obligated to construct certain improvements upon the Property (the "Improvements") at Prospective Tenant's sole cost and expense consistent with Prospective Tenant's intended use of the Property as approved by Authority.

2. **Obligations of Authority:**

- (A) Authority shall have no obligation to contribute capital to Prospective Tenant's Improvements. However, Authority shall investigate the availability of grant funding for taxiways, access roads and/or apron space available to the Property to the extent grant funding for the same benefits all users of the airport.
- (B) Authority shall cooperate with Prospective Tenant in seeking to obtain all approvals necessary for the Improvements, including, but not limited to, the Federal Aviation Administration, Florida Department of Transportation and Brevard County.
- (C) Authority makes no representations concerning zoning ordinances and/or codes of the Brevard County and the effect of the same, if any, on the Property and/or the Project.

Prospective Tenant shall work with Authority and the Brevard County (if necessary) to ensure that the Project meets all applicable laws, regulations and rules, including without limitation those of the Brevard County.

3. **Term:** This MOU shall be effective for a period of twelve (12) consecutive months from the date it is signed by both parties hereto (the “Term”), at which time it shall automatically terminate unless extended in writing signed by both parties hereto.

4. **Purpose of MOU and Effect:** Without regard to any term hereto, the sole purpose of this MOU is to set forth the basic business terms of the written agreements and transactions identified herein. Authority and Prospective Tenant acknowledge that this MOU is non-binding and will be replaced with written, binding agreements which will be subject to final approval by the Authority. This MOU cannot be relied upon for any reason in any legal action involving Prospective Tenant and/or Authority or their respective successors and/or assigns, including, without limitation, as actionable representations or warranties by either Prospective Tenant or Authority. Both Prospective Tenant and Authority agree that neither relied upon this MOU or any of the terms hereof in entering into any other agreement related to the Property and/or the Project, including, without limitation, any future lease(s).

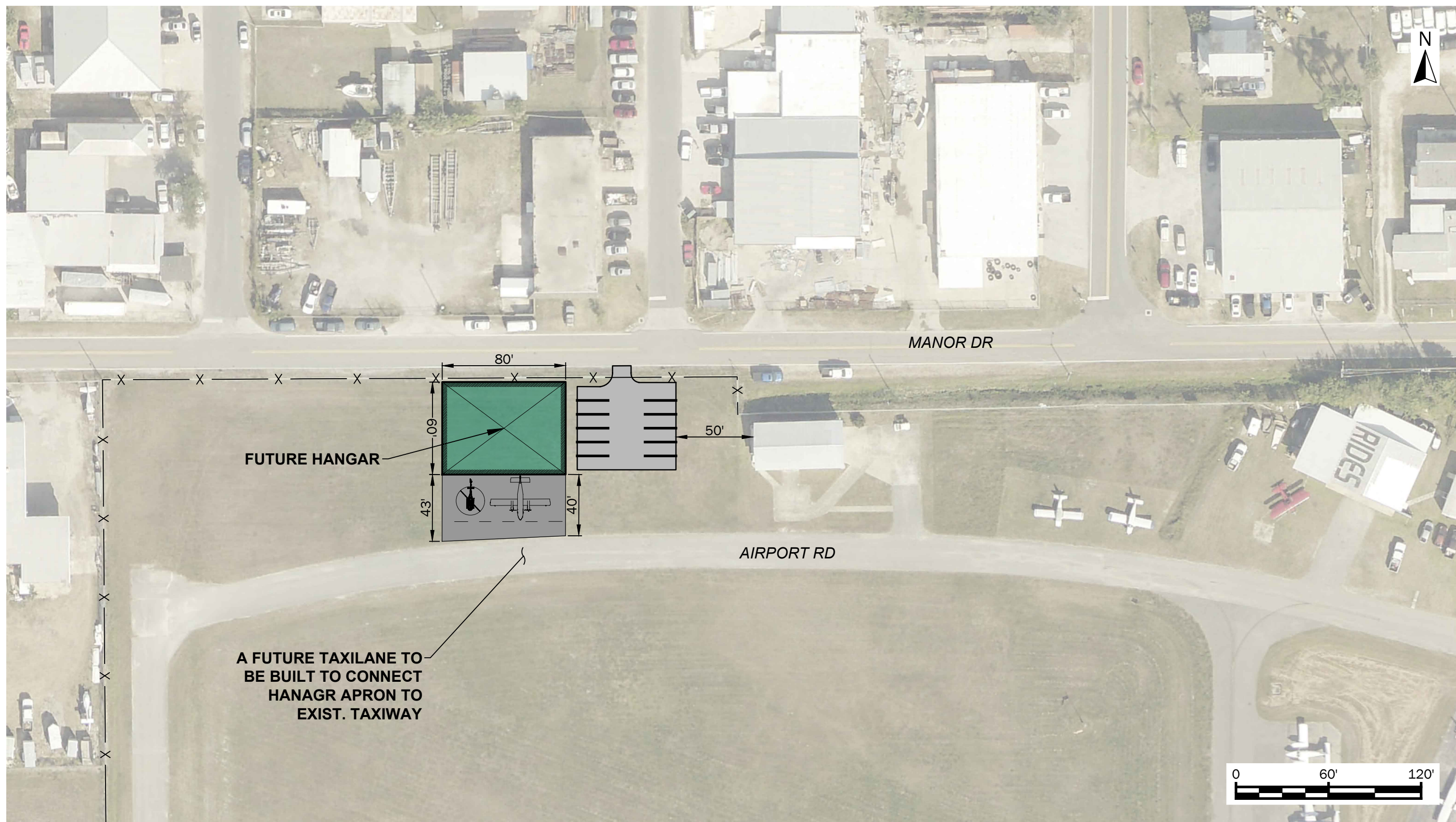
ACCEPTED:

EAA CHAPTER #724
MERRIT ISLAND AIRPORT CHAPTER

TITUSVILLE-COCOA
AIRPORT AUTHORITY

By: _____
DWAYNE WATERS
As Its: Chapter President

KEVIN DAUGHERTY, A.A.E.
Director of Airports





FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

TIX, COI, X21

GENERAL DISCUSSION

**MERRITT ISLAND AIRPORT FIXED BASE
OPERATOR SERVICES**



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

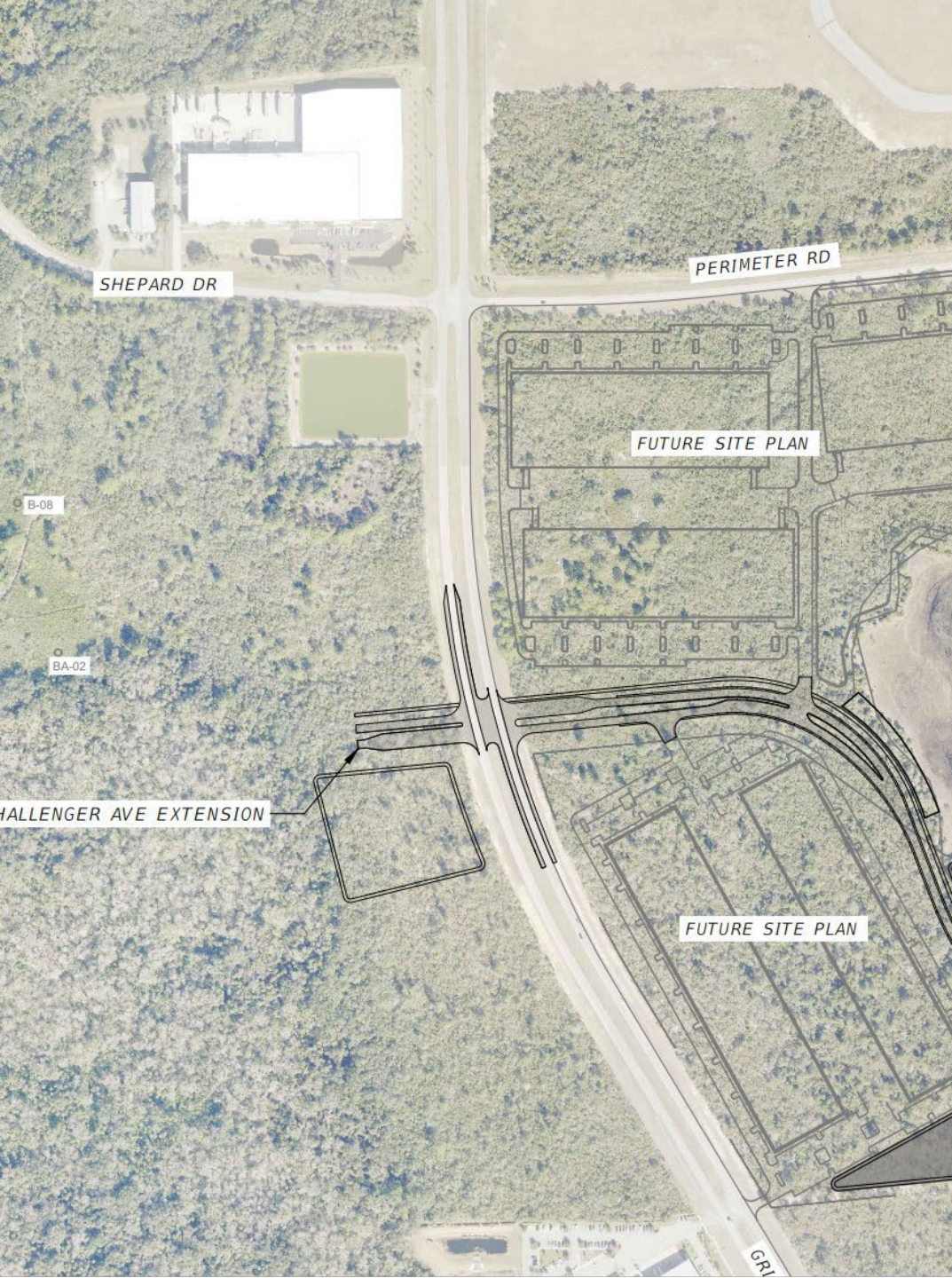
— TIX, COI, X21 —

REPORT

DEPUTY DIRECTOR OF OPERATIONS & MAINTENANCE

Airport Project Updates

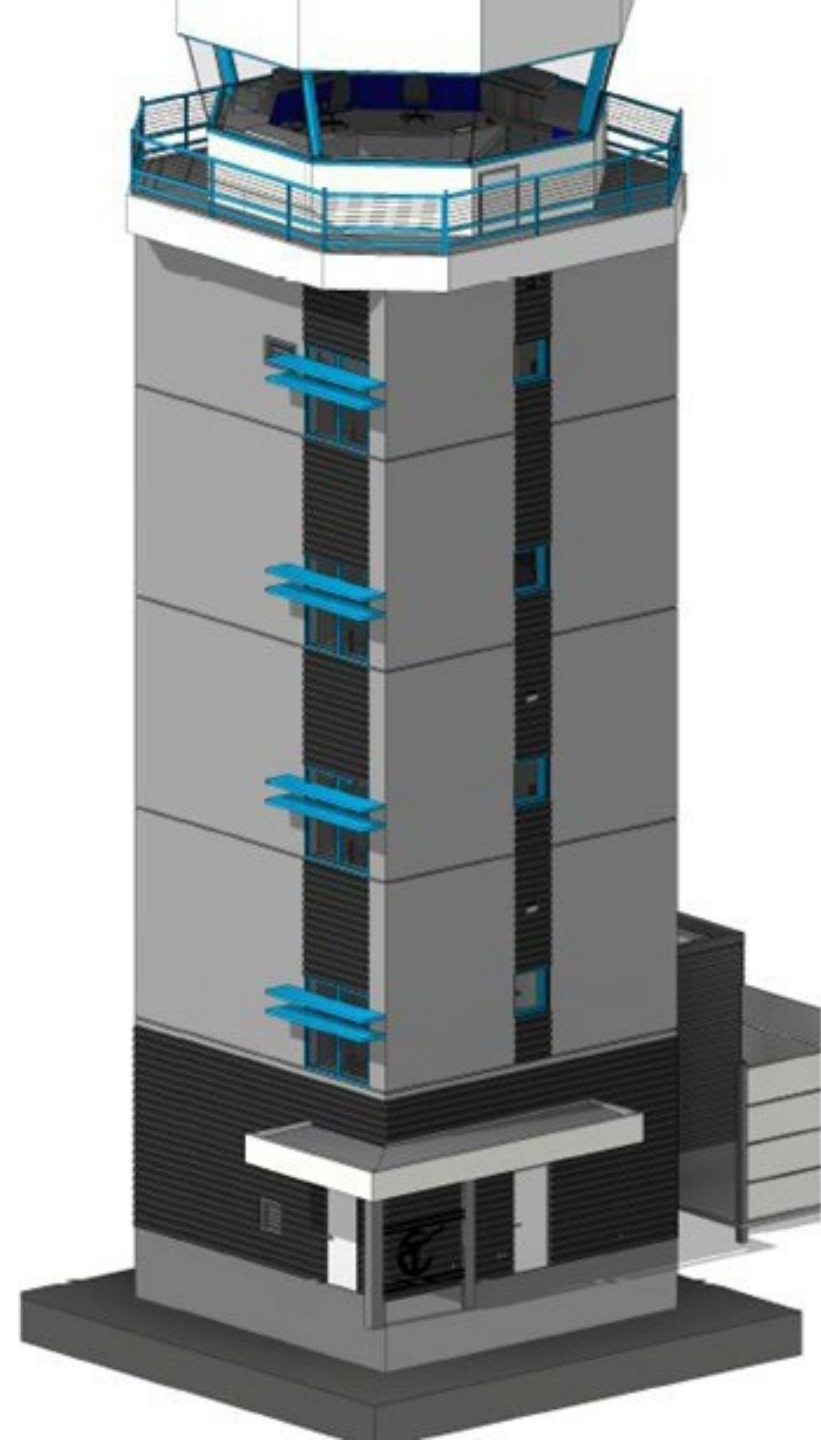
- Challenger Ave Extension Phase I
- TIX Rwy 18/36 Rehab Design
- TIX Air Traffic Control Tower
- TIX Airfield Marking Project
- TIX Northeast Corp Hangar Project
- COI Runway 11/29 Rehab Design
- COI North Corporate Hangar Project



- **PROJECT:** Challenger Avenue Extension Phase I
- **BUDGET:** \$460,000- Design (100% funded by NBEDZ)
- **CURRENT STATUS:** Staff is finalizing agreement with Florida Commerce for drainage design & construction funding.

- **PROJECT:** TIX RWY 18/36 Rehabilitation Design/Construction
- **BUDGET:** \$806,000 (90% FAA, 8% FDOT, 2% Local)
 - Design
 - \$10,332,122 (90% FAA, 8% FDOT, 2% Local) - Construction
- **CURRENT STATUS:** Construction contract will be presented to Board on October 17th





- **PROJECT:** Airport Traffic Control Tower – Space Coast Regional
- **BUDGET:** \$1,040,00 (80% FDOT, 20% Local) – Design
\$8,875,000 (\$2,000,000 FAA, 80% FDOT, 20% Local) - Construction
- **CURRENT STATUS:** Site Permit approved, Building and Engineering Permit underway. Construction expected to start Winter of 2025 with a duration of 596 days.



- **PROJECT:** Space Coast Regional Airfield Marking Project
- **BUDGET:** \$171,961 (90% FAA, 8% FDOT, 2% Local)
- **CURRENT STATUS:** Contract to be presented to the Board on Oct 17th for approval.



- **PROJECT:** Space Coast Regional Northeast Corporate Hangar Design Project
- **BUDGET:** \$775,000 (80% FDOT, 20% Local)
- **CURRENT STATUS:** Design kick off meeting was held on Sept 30th. Staff is currently reviewing conceptual layouts as part of pre-design activities.



- **PROJECT:** Merritt Island Airport Runway 11-29 Rehab Design
- **BUDGET:** \$407,537 (90% FAA, 8% FDOT, 2% Local)
- **CURRENT STATUS:** Data validation site visit is scheduled for October 15th



- **PROJECT:** Merritt Island Airport Corporate Hangar Project
- **BUDGET:** \$1,057,178 (50% FDOT, 50% Tenant)
- **CURRENT STATUS:** Brevard County reviewing drainage calculations and relocated dumpster before issuing Certificate of Occupancy.

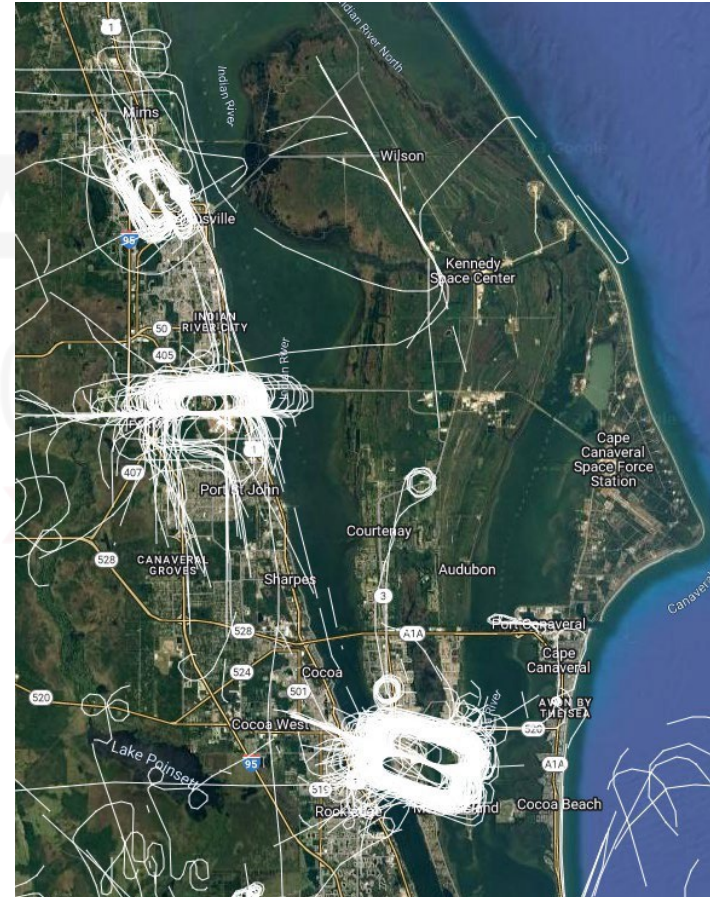
Airport Noise Complaints

September 2024

X21 - 0

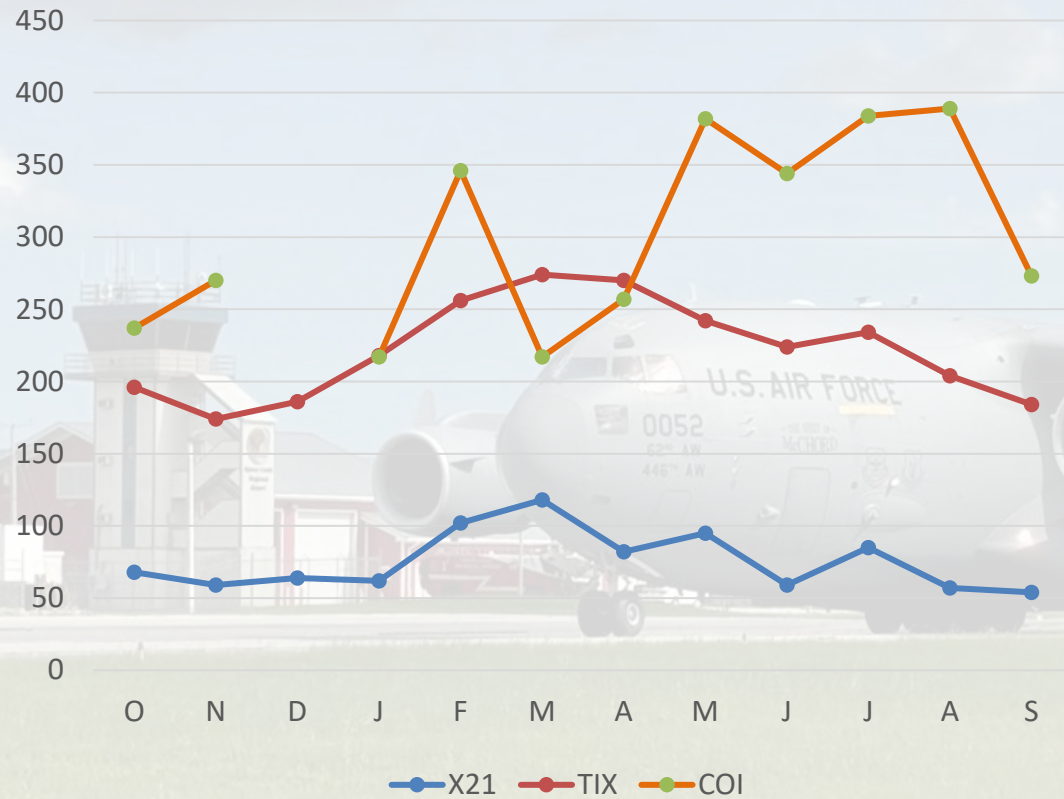
TIX - 0

COI - 0



September 2024 Average Daily Operations

2023/2024 Operations



X21 57
TIX 204
COI 389

Data collected by VirTower

Hurricane Milton 2024















FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

REPORT

DEPUTY DIRECTOR OF FINANCE & ADMINISTRATION

Titusville-Cocoa Airport Authority, Florida
PRELIMINARY FINANCIAL STATEMENTS
9/30/2024

Titusville-Cocoa Airport Authority
Statements of Net Position

	<u>9/30/2024</u>	<u>9/30/2023</u>
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 1,776,507	\$ 1,609,698
Restricted cash and cash equivalents	264,762	255,953
Accounts receivable	1,123,280	235,500
Reserve for Bad Debt	(870,920)	(49,110)
Leases receivable	215,670	215,670
Due from other governments	502,440	1,086,928
Prepaid expenses	27,260	32,961
Total current assets	<u>3,038,999</u>	<u>3,387,600</u>
Noncurrent capital assets		
Land	13,621,899	13,621,899
Buildings and improvements	33,992,497	34,044,942
Runways and lighting	45,607,116	45,082,353
Furniture, fixtures, and equipment	653,283	1,145,424
Vehicles	1,261,417	1,261,417
Construction in process	7,317,880	4,099,464
Accumulated depreciation	(35,399,696)	(32,897,912)
Lease receivables	19,484,059	19,484,059
Total noncurrent capital assets	<u>86,538,454</u>	<u>85,841,646</u>
Total assets	<u>\$ 89,577,453</u>	<u>\$ 89,229,246</u>
DEFERRED OUTFLOWS OF RESOURCES		
Deferred outflow related to pensions	\$ 340,348	\$ 340,348
Deferred outflow related to other post-employment benefits	14,044	14,044
Total deferred outflows of resources	<u>\$ 354,392</u>	<u>\$ 354,392</u>

Titusville-Cocoa Airport Authority
Statements of Net Position

	9/30/2024	9/30/2023
LIABILITIES		
Current liabilities		
Accounts payable	\$ 288,224	\$ 668,439
Retainage payable	39,906	99,139
Accrued expenses and other liabilities	155,936	215,281
Truist - Line of Credit	-	309,094
ST - Note payable - USATS Bldg 1	240,000	240,000
Refundable deposits	264,762	255,953
Unearned revenue	1,143,622	982,474
Compensated absences	92,298	77,767
Total current liabilities	2,224,749	2,848,147
Noncurrent liabilities		
Note payable - USATS Bldg 1	240,000	480,000
Net pension liabilities	1,367,849	1,367,849
Other post-employment benefits liability	28,925	28,925
Total noncurrent liabilities	1,636,774	1,876,774
Total liabilities	\$ 3,861,523	\$ 4,724,921
DEFERRED INFLOWS OF RESOURCES		
Deferred inflows related to pensions	147,095	147,095
Deferred inflows of leases	\$ 18,279,256	\$ 18,279,256
Total deferred inflows of resources	\$ 18,426,351	\$ 18,426,351
NET POSITION		
Net investment in capital assets	\$ 66,282,355	\$ 65,198,510
Restricted for airport improvements	995,081	995,081
Unrestricted	366,535	238,775
Total net position	\$ 67,643,971	\$ 66,432,366

Titusville-Cocoa Airport Authority
Preliminary Statement of Revenues, Expenses and Changes in Net Position
For the Twelve Months Ending September 30, 2024

	Arthur Dunn	Merritt Island	Space Coast Regional	Space Coast Space Station	TCAA Airport Authority G&A	Consolidated
Operating revenues						
T-hangars	\$ 211,945	\$ 759,916	\$ 403,721	\$ -	\$ -	\$ 1,375,582
Fixed base operations	83,380	201,625	144,393	-	-	429,398
Building, land, and other leases	109,896	311,844	1,824,067	687,709	-	2,933,516
Miscellaneous revenue	30,465	3,603	79,162	7,968	-	121,198
Total Operating Revenue	435,686	1,276,988	2,451,343	695,677	-	4,859,694
Operating expenses						
Operating and maintenance expenses						
Wages and personnel expenses	137,865	272,311	633,860	129,927	346,703	1,520,666
Professional services	1,666	34,549	1,667	-	145,162	183,045
Communications and utilities	18,659	64,594	90,536	43	31,909	205,739
Insurance	80,523	170,130	290,571	27,946	7,699	576,869
Marketing & website	-	115	1,368	13,893	18,278	33,654
Repairs and maintenance	55,652	80,920	196,917	8,647	9,194	351,330
Materials and supplies	11,164	11,026	30,583	10,422	26,356	89,550.80
Gain/Loss Disposed Fixed Assets	-	-	16,891	-	-	16,890.77
Bad debt expense	-	(3,116)	870,920	-	-	867,804
Total operating and maintenance expenses	305,529	630,529	2,133,313	190,878	585,301	3,845,550
Non-cash operating expenses						
Depreciation	200,112	715,019	1,595,093	45,235	-	2,555,459
Total operating expenses	505,641	1,345,548	3,728,406	236,113	585,301	6,401,009
Operating gain (loss)	(69,955)	(68,560)	(1,277,064)	459,564	(585,301)	(1,541,315)
Non-operating revenues (expenses)						
Interest income					3,375	3,375
Interest expense					(10,313)	(10,313)
Total non-operating revenues (expenses)	-	-	-	-	(6,938)	(6,938)
Gain (Loss) before contributions	(69,955)	(68,560)	(1,277,063)	459,564	(592,239)	(1,548,253)
Capital contributions	494,365	1,001,543	1,263,949	-	-	2,759,857
Change In net position	\$ 424,411	\$ 932,983	\$ (13,114)	\$ 459,564	\$ (592,239)	1,211,605
Net position, beginning of year						66,432,366
Net position, September 30, 2024						\$ 67,643,971

TITUSVILLE COCOA AIRPORT AUTHORITY

Profit Loss Budget Overview

September 2024

	Actual Sep '24	Budget Oct '23 - 'Sep 24	% Budget
Ordinary Income/Expense			
Income			
Grant Revenue	\$ 2,759,857	\$ -	
Aeronautical Revenue			
T-Hanger Leases	1,375,582	1,322,741	103.99%
Bldg Leases & Land Leases	1,617,104	1,578,000	102.48%
FBO Bldg, Land & Fuel Flowage	429,398	425,793	100.85%
Investment Fee	-	30,240	0.00%
Total Aeronautical Revenue	3,422,084	3,356,774	101.95%
Non-Aeronautical Revenue			
Bldg Leases	69,018	37,743	182.86%
Land Leases	1,019,903	118,455	861.00%
Storage Unit Leases	227,492	232,020	98.05%
Total Non-Aeronautical Revenue	1,316,412	388,218	339.09%
Misc. Income	60,278	2,589	2328.24%
Property Ins. Refund (VAC)	60,920		
Total Income	7,619,551	3,744,992	203.46%
Expense			
Fringe Benefits	536,477	486,327	110.31%
Operating Expenses			
Salaries & Wages	972,779	1,068,059	91.08%
Hiring Expenses	150	500	30.00%
Education & Training	11,260	17,000	66.23%
Professional Services	123,713	128,800	96.05%
Consulting Services	54,709	85,000	64.36%
Information Technology	4,623	6,600	70.04%
Contracted Services	47,589	36,420	130.67%
Insurance	576,869	608,403	94.82%
Office Equipment	3,476	9,800	35.47%
Office Services	10,922	9,600	113.77%
Memberships & Subscriptions	34,992	36,000	97.20%
Marketing	22,130	22,000	100.59%
Taxes, Permits & Fees	9,194	-	
Fuel Systems	39,076	38,000	102.83%
Repairs & Maintenance	306,209	344,500	88.88%
Travel	11,524	10,000	115.24%
Utilities	195,160	199,000	98.07%
Gain/Loss Dispose Fixed Assets	16,891	321,912	5.25%
Depreciation	2,555,459		
Bad Debt	867,804	-	
Total Expense	6,401,005	3,427,921	186.73%
Net Ordinary Income	1,218,546	317,071	384.31%

For Management Use Only

TITUSVILLE COCOA AIRPORT AUTHORITY

Profit Loss Budget Overview

September 2024

	Actual Sep '24	Budget Oct '23 - 'Sep 24	% Budget
Other Income/Expense			
Other Income			
Interest Income	3,375	-	
Total Other Income	3,375	-	
Other Expense			
Development	224,528	260,000	86.36%
Contingency	-	59,930	0.00%
Interest Expense	10,313	-	
Fraudulent Expense	-	-	
Total Other Expense	234,842	319,930	73.40%
Net Other Income	(231,467)	(319,930)	72.35%
Net Income	\$ 987,080	\$ (2,859)	

TITUSVILLE COCOA AIRPORT AUTHORITY

Check Register

September 2024

Vendor	Type	Num	Date	Amount
Mission Square - 303301	Bill Pmt -Check	6398	09/06/2024	257.61
Advent Electric LLC	Bill Pmt -Check	6399	09/06/2024	280.00
AT&T	Bill Pmt -Check	6400	09/06/2024	187.28
AT&T Business	Bill Pmt -Check	6401	09/06/2024	824.37
AT&T Internet	Bill Pmt -Check	6402	09/06/2024	64.20
AVCON	Bill Pmt -Check	6403	09/06/2024	36,000.00
AVCON	Bill Pmt -Check	6404	09/06/2024	5,756.50
AVCON	Bill Pmt -Check	6405	09/06/2024	8,446.13
AVCON	Bill Pmt -Check	6406	09/06/2024	450.00
Brevard Uniform Co	Bill Pmt -Check	6407	09/06/2024	76.90
City Of Titusville	Bill Pmt -Check	6408	09/06/2024	880.85
Deep Roots Landscape Contracting	Bill Pmt -Check	6409	09/06/2024	9,850.00
Dish	Bill Pmt -Check	6410	09/06/2024	80.10
Faster Than Sound, Inc	Bill Pmt -Check	6411	09/06/2024	1,780.00
Florida Coast Equipment	Bill Pmt -Check	6412	09/06/2024	2,153.48
FPL	Bill Pmt -Check	6413	09/06/2024	1,042.88
Gatto's Tires & Auto Service	Bill Pmt -Check	6414	09/06/2024	600.00
Gatto's Tires & Auto Service	VOID	6414	09/06/2024	-600.00
Home Depot Credit Services	Bill Pmt -Check	6415	09/06/2024	202.52
Keepem Runnin, LLC	Bill Pmt -Check	6416	09/06/2024	54.22
Lacy's Lock	Bill Pmt -Check	6417	09/06/2024	89.00
LOWE'S	Bill Pmt -Check	6418	09/06/2024	265.08
Michael Baker International	Bill Pmt -Check	6419	09/06/2024	19,165.08
NAPA Auto Parts	Bill Pmt -Check	6420	09/06/2024	89.99
Robertson's Lawns Inc	Bill Pmt -Check	6421	09/06/2024	1,000.00
Southeast Services of CFL Inc.	Bill Pmt -Check	6422	09/06/2024	2,600.00
Stratford Tree Surgery	Bill Pmt -Check	6423	09/06/2024	4,995.00
T's Handyman Service	Bill Pmt -Check	6424	09/06/2024	89.52
Titusville Police Department	Bill Pmt -Check	6425	09/06/2024	220.00
Waste Management	Bill Pmt -Check	6426	09/06/2024	464.75
Waterbird Window Cleaning	Bill Pmt -Check	6427	09/06/2024	870.00
Watkins Oil	Bill Pmt -Check	6428	09/06/2024	1,784.19
Keepem Runnin, LLC	Bill Pmt -Check	6429	09/06/2024	33.99
Keepem Runnin, LLC	VOID	6116	09/05/2024	-33.99
Mission Square - 303301	Bill Pmt -Check	6430	09/20/2024	407.61
Standard Insurance Company	Bill Pmt -Check	6431	09/20/2024	619.58
CHLIC	Bill Pmt -Check	6432	09/20/2024	491.57
Davis Vision	Bill Pmt -Check	6433	09/20/2024	74.49
3FDM	Bill Pmt -Check	6434	09/20/2024	991.00
Amazon Capital services	Bill Pmt -Check	6435	09/20/2024	242.97
AT&T	Bill Pmt -Check	6436	09/20/2024	472.20
AT&T Business	Bill Pmt -Check	6437	09/20/2024	339.25
AT&T Mobility	Bill Pmt -Check	6438	09/20/2024	407.64
Black's Spray Service, Inc	Bill Pmt -Check	6439	09/20/2024	244.00

TITUSVILLE COCOA AIRPORT AUTHORITY

Check Register

September 2024

Board Of Co. Commission	Bill Pmt -Check	6440	09/20/2024	116.64
Brevard Uniform Co	Bill Pmt -Check	6441	09/20/2024	66.90
Culligan	Bill Pmt -Check	6442	09/20/2024	44.95
Florida Alarm & Security Technologies	Bill Pmt -Check	6443	09/20/2024	763.00
Florida Coast Equipment	Bill Pmt -Check	6444	09/20/2024	424.19
FPL	Bill Pmt -Check	6445	09/20/2024	672.26
FPL	Bill Pmt -Check	6446	09/20/2024	1,090.59
FPL	Bill Pmt -Check	6447	09/20/2024	1,545.22
FPL	Bill Pmt -Check	6448	09/20/2024	2,633.57
FPL	Bill Pmt -Check	6449	09/20/2024	2,503.09
Gannett Florida LocalIQ	Bill Pmt -Check	6450	09/20/2024	125.20
Garage Door Revolution	Bill Pmt -Check	6451	09/20/2024	600.00
Globenet Global Computer Solutions	Bill Pmt -Check	6452	09/20/2024	3,530.00
InterFlight Global Corporation	Bill Pmt -Check	6453	09/20/2024	482.60
Keepem Runnin, LLC	Bill Pmt -Check	6454	09/20/2024	237.13
Konica Minolta Business Solutions	Bill Pmt -Check	6455	09/20/2024	253.05
NAPA Auto Parts	Bill Pmt -Check	6456	09/20/2024	418.11
Pitney Bowes Bank Inc Purchase Power	Bill Pmt -Check	6457	09/20/2024	200.00
RICONDO	Bill Pmt -Check	6458	09/20/2024	52,821.88
RICONDO	Bill Pmt -Check	6459	09/20/2024	35,615.72
RICONDO	Bill Pmt -Check	6460	09/20/2024	29,165.84
City of Cocoa	Bill Pmt -Check	6461	09/20/2024	48.68
Staples	Bill Pmt -Check	6462	09/20/2024	68.30
T's Handyman Service	Bill Pmt -Check	6463	09/20/2024	1,425.00
Watkins Oil	Bill Pmt -Check	6464	09/20/2024	691.99
Well Bilt Industries USA, LLC	Bill Pmt -Check	6465	09/20/2024	2,950.00
Whitebird Attorneys at Law	Bill Pmt -Check	6466	09/20/2024	22,436.00
Ibrahim Niazi	Bill Pmt -Check	6467	09/20/2024	340.16
Tim Morris	Bill Pmt -Check	6468	09/20/2024	327.06
Joel Colombo	Bill Pmt -Check	6469	09/20/2024	345.00
Board of County Commissioners	Bill Pmt -Check	6470	09/20/2024	15,696.35
				<u>281,948.44</u>



FLY SPACE COAST

TITUSVILLE-COCOA AIRPORT AUTHORITY

— TIX, COI, X21 —

**REPORT
AUTHORITY ATTORNEY**



FLY SPACE COAST

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ADJOURN