Instructions for Public Comment

If you would like to speak before the Canaveral Port Authority's ("CPA") Board of Commissioners, please complete a Public Comment Request Card. Public Comment Request Cards are located near the Commission Room's entry doors or are available upon request. Please return the completed card to the recording secretary who is located near the dais. Public comment unrelated to the Consent Agenda may be addressed during general Public Comment. All persons providing public comment are allotted three minutes to speak. In addition to the conduct requirements set forth by CPA Policy No. POL-2016-001-EXE-3, "Public Participation and Conduct at Board Meetings", please be aware of the following:

1. Prior to approaching the podium, please ensure to silence or turn off your cell phone and remove any hats or sunglasses.
2. When your name is called by the Commission Chairman, proceed to the podium and state your name, business affiliation, and city of residency.
3. All statements are to be directed to the Commission Chairman. You may not address or question Board members or CPA employees unless permitted to do so by the Chairman.
4. No action will be taken on requests during Public Comments unless determined by the Commission Chairman to be an emergency matter. Any other requests for Board action may be placed on the agenda for a subsequent meeting.

CANAVERAL PORT AUTHORITY
BOARD OF COMMISSIONERS
September 23, 2026
Commission Room
445 Challenger Road
Cape Canaveral, FL 32920
AGENDA

This meeting is open to the public.

9:00 AM

Call to Order and Pledge of Allegiance

Approval of Agenda

Approval of Minutes

Consideration of approving the minutes of the August 19, 2026, Commission Meeting.
Minutes 08192026.docx

Personal Appearances and Presentations

Service Awards (John Murray)

Resolution No. RES-2026-007-EXE-3 in support of the federal Save Our Shrimpers Act
Save our Shrimpers Resolution [Final].pdf

9:00 Time Certain: Second hearing of Proposed FY27 Operating Budget, RES-2026-006-EXE-3, Capital Budget and 5-Year Cash Flow, Tariff revisions, and FTZ modifications. (Jeff Long)
Proposed Revisions to FY27 Oprating Budget, Capital Budget and Cash Flow, Tariff, and FTZ - 2nd Hearing.pdf
RES-2026-006-EXE-3_Adoption of CPA FY27 Budget.pdf
FY27 Tariff 16 _REDLINE DRAFT_FINAL.pdf
FY27 FTZ 136 Zone Schedue_REDLINE DRAFT_FINAL.pdf

Reports

CEO Report

Consideration of approving the Financial Memo for August 2026. (Jeff Long)
REPORTS_FIN_CFO MEMO_2026.09.23.pdf

Consideration of approving the List of Disposals, Legal Bills, and Commissioner Minor Expenses for August 2026. (Jeff Long/Elena Chari-Fernandez)
REPORTS_FIN_DISPOSALS_2026.09.23.pdf
REPORTS_FIN_LEGAL BILLS_2026.09.23_Public.pdf
REPORTS_FIN_COMMISSIONER MINOR EXPENSES_2026.09.23_Public.pdf

Consideration of approving the Statistical Report, Aging Report, and List of Bills for August 2026. (Jeff Long/Elena Chari-Fernandez)
REPORTS_FIN_STATISTICAL_2026.09.23.pdf
REPORTS_FIN_AGING 09.30.26.pdf
REPORTS_FIN_LIST OF BILLS_2026.09.23.pdf

September Capital Project Update
September 2026 Capital Projects.pdf

Public Comment on Consent Agenda

Consent Agenda

1. Engineering, Construction, and Facilities

1.A. Consideration of authorizing staff to issue a purchase order to Keep Brevard Beautiful (KBB) under their continuing professional services contract for Removal of Invasive Vegetation, Litter & Debris for Fiscal Year 27 services with a not-to-exceed amount of $269,000, subject to final approval of the FY27 budget. (Bob Musser/Bill Crowe)
1A Cover Page.pdf
KBB Proposal PORT2027signed.pdf

1.B. Consideration of approving a rate increase for the Professional Environmental Property Management Engineering Services Continuing Contract (PUR-RFQ-22-4) for TetraTech. (Bob Musser/Bill Crowe).
1B Cover Page.pdf
Eng Proposed CPA Rate Sheet FY27 update 20260914-REV.pdf
Tetra Tech FY23 Eng Proposed CPA Rate Sheet 20230110.pdf

1.C. Consideration of approving a purchase order to Foth Olsen in the amount of $130,500 for coastal engineering support related to Port Canaveral Inlet Management Plan implementation for monitoring, planning, and construction services pursuant to their Professional Coastal Engineering Services Continuing Contract (RFQ) 25-8. (Bob Musser/Bill Crowe)

1C Cover Page.pdf

FOTH_Scope of Work-IMP_FY2027_14 Sept2026_Rev.pdf

1.D. Consideration of issuing change order #1 and increasing Purchase Order P-138753 to Ivey's Construction for the CT3 West Garage project in the amount not to exceed $59,379,321.87 for a total purchase order of $59,620,362.39. (Veronica Narvaez-Lugo /Bill Crowe)

1D Cover Page.pdf

CO#1 Ivey's CT3 W Park Garage.pdf

Ivey's GMP, CT-3W 2200 Concept, 9-9-26.pdf

1.E. Consideration of authorizing staff to execute a contract with Jacobs and issue a purchase order for the RFQ-26-1 NCP 1 &2 Rehabilitation Design & Permitting project in an amount not to exceed $2,713,692. (Verónica Narváez-Lugo/Bill Crowe)

1E Cover Page.pdf

NCP 1_2 Scope Fee Sch Letterhead 2026 0917.pdf

1.F. Consideration of approving a purchase order for Jacobs Engineering Group, Inc., for FY27 General Engineering Services, pursuant to their continuing contract RFQ-24-1, subject to approval of the FY27 budget with a not- to-exceed amount of $300,000. (Patrick Hammond/Bill Crowe)

1F Cover Page.pdf

27CPA001 Gen Eng FY 2027 Proposal 2025 0916 JEG Signed.pdf

2. Executive

2.A. Consideration of approval of revisions to the ground lease with the East Coast Zoological Society of Florida ("ECZS") for development of an aquarium and conservation campus and authorizing staff to deliver same, subject to review and approval by General Counsel (Murray/Langley)

2A Cover Page.pdf

Redline_Ground Lease_Aquarium.pdf

Ground Lease_Aquarium.pdf

3. Facilities

3.A. Consideration of authorizing staff to issue a purchase order to Southeast Services for the replacement of four (4) air conditioning units at Cruise Terminal 2 in the amount of $177,586.08 (Steven Shelton / Quincy Diaz)

3A Cover Page.pdf

HVAC RFP-26-3 Southeast Services IDIQ Agreement Executed 12.30.25.pdf

Southeast Services CT2 Unit Replacement.pdf

3.B. Consideration of authorizing a contract extension for Flagship Aviation Services LLC and to approve a purchase order for FY2027 for janitorial services in the amount of $4,680,802.33 plus consumables in the amount of $225,000 for a total of $4,905,802.33 (Steven Shelton / Roland Borbolla)

3B Cover Page.pdf

Flagship FY27 Renewal Janitorial Services.pdf

Flagship FY27 Consumables.pdf

Tampa Internl Airport Renewal-2---Janitorial-Services.pdf

3.C. Consideration of authorizing staff to issue a purchase order to Premier Paving LLC in the amount of $307,850 for the repaving and striping of the Maritime Center parking lot subject to review and approval by General Counsel. (Steven Shelton / Mike DiLauro).

3C Cover Page.pdf

Premier Paving Maritime Center- Asphalt Milling Asphalt Milling Removal Asphalt Paving (SP 12.5 Heavy Duty).pdf

3.D. Consideration of authorizing staff to issue a purchase order to Raybro Electric Supplies to provide materials only to upgrade the lighting fixtures in the CT8 parking garage; a 10% contingency is to be added to the project in the amount of $17,069.40, and the total project cost will be $187,763.40 subject to review and approval by General Counsel. (Steven Shelton / Jon Hahn).

3D Cover Page.pdf

Raybro CT8 Parking Garage Light Fixtures Quote.pdf

4. Finance

4.A. Consideration of approving Resolution RES-2026-005-EXE-3 Line of Credit renewal with Truist Bank. (Jeff Long)

4A Cover Page.pdf

RES-2026-005-EXE-3_Line of Credit Extension with Truist.pdf

5. Information Technology

5.A. Consideration of approving staff to issue purchase orders for the Passenger Boarding Bridge Network Infrastructure and Video Surveillance Camera project in an amount not to exceed $180,560. (Mark Lorusso)

5A Cover Page.pdf

5.B. Consideration of authorizing staff to issue a purchase order to Skyhelm, LLC, pursuant to continuing contract PUR-RFP-26-10 and subject to review and approval by General Counsel, for the annual Network Software & Hardware Maintenance Service Contract renewal in an amount not to exceed $133,600. (Mark Lorusso, Kevin Parker)

5B Cover Page.pdf

6. Operations

6.A. Consideration of authorizing staff to issue a purchase order to Cocoa Beach Express LLC for an amount up to $2,270,000.00 for FY27 pursuant to their contract for On-Demand Taxi and Shuttle Services. (Clyde Mathis, John Lynch)

6A Cover Page.pdf

7. Public Safety

7.A. Consideration of approving Addendum to the Interlocal Agreement for Seaport Security and Law Enforcement Services in the amount of $11,016,000. The Addendum is a one-year agreement beginning October 1, 2026, and expiring on September 30, 2027. (Peter Bergeron)

7A Cover Page.pdf

2026-27 BCSO_CPA_Addendum_clean.pdf

7.B. Consideration of approving the Interlocal Agreement for BCSO for detail Deputy Sheriffs and Maritime Security Officers to provide supplemental (as required) law enforcement security, traffic control to cruise, and other Port operations not to exceed $1,800,000. (Peter Bergeron)

7B Cover Page.pdf

Off_Duty_Detail_Agreement 2026-2027 [final clean].pdf

7.C. Consideration of approving an Agreement for Services ("Agreement") between the Canaveral Port Authority ("CPA") and Cape Canaveral Volunteer Fire Department ("CCVFD") for fire protection, training, and Fireboat 2 operation, and authorize FY2027 budget in the amount of $3,711,890.00, and lifeguard services in the amount of $233,372.27. This is a one-year agreement beginning on October 1,2026 and expiring on September 30,2027. (Peter Bergeron)

7C Cover Page.pdf

7.D. Consideration of approving an Agreement for services between the Canaveral Port Authority ("CPA") and Port Canaveral Marine Firefighting Training Academy, Inc. ("PCMTA") for marine firefighting training and authorize the FY2027 budget in the amount of $182,500. (Peter Bergeron / Chief Chris Quinn).

7D Cover Page.pdf

8. Real Estate

8.A. Consideration of approving a Lease Agreement with GT USA LLC ("GT USA") to lease a portion of the Parcel C tract on the north side of the Port containing approximately +/-9.95 acres (433,585 square feet) for cargo storage and processing. This document has been reviewed and approved by General Counsel (Mark Milisits)

8A Cover Page.pdf

Lease Agreement.pdf

8.B. Consideration of approving a Temporary Construction Easement Agreement ("TCE") granting Grosvenor Port Hotel, LLC ("Grantee") a temporary construction easement to construct Columbia Road improvements ("Improvements") related to the construction of a new hotel located adjacent to Port-owned property in the City of Cape Canaveral, which will be accessed solely from Columbia Road. Further, authorizing the Port Director & CEO to execute the TCE subject to final review and approval by General Counsel. The TCE has been reviewed and approved by General Counsel. (T. Morley/M. Milisits)

8B Cover Page.pdf

TCE - Columbia Road.pdf

Exhibits to TCE - Columbia Road.pdf

8.C. Consideration of approving a Temporary Construction Easement Agreement ("TCE") granting Grosvenor Port Hotel, LLC ("Grantee") a temporary construction easement to construct Perimeter Wall improvements ("Improvements") related to the construction of a new hotel located in the City of Cape Canaveral, and abutting CPA-owned parcels on three sides. Further, authorizing the Port Director & CEO to execute the TCE subject to final review and approval by General Counsel. The TCE has been reviewed and approved by General Counsel. (T. Morley/M. Milisits)

8C Cover Page.pdf

TCE - Perimiter Wall.pdf

Exhibits to TCE - Perimeter Wall.pdf

Public Comment

Commissioner Reports

Adjourn to next meeting scheduled for Wednesday, October 28, 2026, at 9:00 am.

Meeting Date

September 23, 2026

AGENDA ITEM REQUEST

Section:	Approval of Minutes
Item Number:	
Department:	Commission
Requested Action:	Consideration of approving the minutes of the August 19, 2026, Commission Meeting.
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	Yes
Financial Review:	

Attachments:

Minutes 08192026.docx

Minutes August 19, 2026, Commission Meeting

MINUTES OF A REGULAR COMMISSION MEETING OF THE CANAVERAL PORT AUTHORITY HELD IN THE COMMISSIONERS' MEETING ROOM OF THE CANAVERAL PORT AUTHORITY OFFICE, 445 CHALLENGER ROAD, PORT CANAVERAL, FLORIDA ON AUGUST 19, 2026.

The meeting was called to order by Chairman Jerry Allender at 9:00 am. Commissioner Craig led the Pledge of Allegiance.

Those present were Chairman Jerry Allender, Commissioners Kevin Markey, Fritz VanVolkenburgh, Micah Loyd, Carol Craig, and Attorney Harold Bistline. Also present were CEO John Murray, CFO Jeff Long, Bill Crowe, VP Engineering and Construction, and Commission Liaison Melanie Bradford.

The Ambassadors present were Robi Roberts and Sean Conway. The Ambassador Emeritus present were Mike Gautreaux, Jim Handley, and Mac McLouth.

APPROVAL OF AGENDA:

Commissioner VanVolkenburgh motioned to approve the agenda and Commissioner Loyd seconded the motion. The motion passed 5/0.

APPROVAL OF MINUTES:

Commissioner VanVolkenburgh moved approval of the minutes of July 1, 2026, regular commission meeting. The motion was seconded by Commissioner Markey and passed 5/0.

PERSONAL APPEARANCE AND PRESENTATIONS:

1. Keep Brevard Beautiful presentation was given by Executive Director Connie Herring and Board Chairperson Deb Harmon.

2. Aquarium Project Update was given by Keith Winsten answering questions previously submitted by the Board.

3. 9:00 Time Certain: First hearing of Proposed FY 27 Operating Budget, Capital Budget and 5-Year Cash Flow, Tariff revisions, and FTZ modifications. (Jeff Long)

REPORTS:

1. CEO Report (John Murray)

Cruise Update:

- FY 2026 By the Numbers (Oct. 1 – July 31)
    - 927 ship calls
    - 7.7M multi-day passengers
- Seasonal Ship Changes
    - Harmony of the Seas arrived August 8
    - Carnival Freedom departs for dry dock August 18, returns October 30
- Carnival Festivale construction on schedule for delivery
    - Debuting from Port Canaveral May 2027

Cargo Update:

- FY 2026 By the Numbers (Oct. 1 – July 31)
    - 664 ship calls (including layberth)
    - 5M tons
    - Space Component Recoveries YTD
        - SpaceX: 56 boosters, 124 fairings
        - Blue Origin: 2 boosters, 2 fairings
- New container service connects Central Florida with Mexico and the U.S. Northeast
    - Partnership between GT USA and Green Tide Logistics
    - Bi-monthly service utilizing North Cargo Berth 6

Park Services & Events Update:

- Jetty Park
    - Campground occupancy: 64%

    - Average daily vehicle count: 392
    - Total vehicle count: 12K
    - Capacity reached on Independence Day
- Supported Events
    - July 11: Fin's Fishing Tournament
    - July 23: CivMil Dinner
    - July 28: Enstructure Cyber Security Tabletop Exercise
    - August 4: Employee Appreciation Family Fishing Event

Community Engagement:
- Fireworks Before the Fireworks – July 3
    - Well attended, held on ET Lawn and The Cove
    - Food trucks, giveaways and live entertainment
    - Positive feedback on fireworks display
- Annual Boys and Girls Club of Cocoa Tour – July 8
    - 20 middle- and high-school students participated
    - Part of their "Workforce Wednesdays" program where students explore various career opportunities
    - Visited Canaveral Fire Rescue, Blue Origin's Jacklyn, USCG, Enstructure Canaveral and Canaveral Harbor Pilots (harbor tour)
- CBP Family Day Event at Jetty Park – July 29

Environmental Update:
- 10th Consecutive Year Receiving Green Marine Recertification – June 25
    - Environmental international certification program for maritime industry
    - Evaluates performance beyond regulatory compliance, including air emissions, aquatic ecosystems, spill prevention and stormwater management and more
- Stormwater Pollution Prevention awareness campaign
    - Drain markers installed throughout Port
    - 113 markers installed, approximately 87 remaining
- 2026 International Coastal Cleanup
    - Saturday, September 19 at Jetty Park
    - Port sponsorship in collaboration with KBB
    - Part of Ocean Conservancy's international event

2. Consideration of Accepting the Financial Memo for June and July 2026. (Jeff Long)

3. Consideration of approving the Statistical Report, Aging Report, and List of Bills for June and July 2026. (Jeff Long/Pat Poston)

4. Consideration of approving the List of Disposals, Legal Bills, and Commissioner Minor Expenses for June and July 2026. (Jeff Long/Pat Poston)

Motion was made by Commissioner Markey and seconded by Commissioner Loyd to accept the Financial Memo, the Statistical Report, the Aging Report and the List of Bills, and approve the List of Disposals, Legal Bills, and Commissioner Minor Expenses for June and July 2026 (#2, #3 and #4). The motion passed 5/0.

5. The August 2026 Capital Projects Update was given by Bill Crowe.

PUBLIC COMMENT: Rhett Fischer regarding Rusty's Seafood Lease.

CONSENT AGENDA:

Item pulled for Discussion: 2C

Consent items 1A, 1B, 1C, 1D, 1E, 1F, 1G, 1H, 1I, 2A, 2B, 3A, and 4A were motioned for approval by Commissioner VanVolkenburgh and seconded by Commissioner Markey. The motion passed 5/0.

2.C. Consideration of authorizing staff to piggyback and issue separate purchase orders to Motion Industries, Inc. for CT1, CT3, and CT8 to install a Shark industrial surface floor coating

in specific areas of the cruise terminals in the amount of $496,505.51 plus a 10% contingency in the amount of $49,650.55 for a total not to exceed $546,156.06, and to authorize staff to execute contract documentation following review and approval by General Counsel (Steven Shelton / Jonathan Hahn)
Commissioner VanVolkenburgh pulled this item because he did not agree with this piggyback agreement. Commissioner Loyd made a motion to approve this item. Commissioner Craig second the motion. The motion passed 4/1.

PUBLIC COMMENT: Tricia Booher regarding the future of Exploration Tower.

COMMISSIONER DISCUSSION/REPORTS:

Micah Loyd was congratulated on his successful win in the primary election for county commission.

Commissioner Loyd – Congratulations to Commissioner Craig for winning the primary for Port Commissioner. He thanked the community for supporting his successful run for County Commissioner.

Commissioner VanVolkenburgh – Nothing to add.

Commissioner Markey – Nothing to add.

Commissioner Carol – Thank you for the votes of support. She is excited to continue on the Board.

Commissioner Allender – Shared information from Bob Socks and Mac Mclouth regarding Exploration Tower.

The meeting was adjourned at 10:49 am until the next regular meeting scheduled for Wednesday, September 23, 2026, at 9:00 am.

CANAVERAL PORT AUTHORITY

_____
Jerry W. Allender, Chairman

ATTEST

_____
Kevin Markey, Secretary/Treasurer

Meeting Date

September 23, 2026

AGENDA ITEM REQUEST

Section:	Personal Appearances and Presentations
Item Number:	
Department:	Human Resources
Requested Action:	Service Awards (John Murray)
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Meeting Date

September 23, 2026

AGENDA ITEM REQUEST

Section:	Personal Appearances and Presentations
Item Number:	
Department:	Executive
Requested Action:	Resolution No. RES-2026-007-EXE-3 in support of the federal Save Our Shrimpers Act
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

Save our Shrimpers Resolution [Final].pdf

CANAVERAL PORT AUTHORITY
RESOLUTION NO. RES-2026-007-EXE-3

A RESOLUTION OF THE CANAVERAL PORT AUTHORITY, BREVARD COUNTY, FLORIDA, SUPPORTING THE *"SAVE OUR SHRIMPERS ACT" (*H.R. 2071), RECOGNIZING THE IMPORTANCE OF THE DOMESTIC SHRIMPING INDUSTRY TO FLORIDA'S COASTAL ECONOMY; URGING THE UNITED STATES SENATE TO PASS H.R. 2071; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the commercial shrimping and fishing industries are integral to the economy, culture, and maritime heritage of Port Canaveral and Florida's Space Coast, supporting small businesses, working families, and local food systems; and

WHEREAS, Port Canaveral has served as one of Florida's most significant commercial fishing ports, providing critical infrastructure and support for commercial shrimping operations and the broader domestic seafood industry; and

WHEREAS, the domestic shrimping industry faces significant challenges competing in the United States marketplace against imported farm-raised shrimp exported from foreign industries that have received substantial support from international financial institutions; and

WHEREAS, the *Save Our Shrimpers Act* (H.R. 2071) would require United States representatives to international financial institutions to use the voice and vote of the United States to oppose projects providing additional financial support for shrimp farming, shrimp processing, or shrimp export operations in foreign countries; and

WHEREAS, the *Save Our Shrimpers Act* was passed by the United States House of Representatives on May 12, 2026, with overwhelming bipartisan support; and

WHEREAS, the *Save Our Shrimpers Act* has been introduced in the United States Senate (S. 4805 and S. 4863) with bipartisan sponsorship; and

WHEREAS, the *Save Our Shrimpers Act* represents a meaningful effort to prevent further subsidization of foreign shrimp industries with U.S. taxpayer dollars; and

WHEREAS, the Canaveral Port Authority recognizes the importance of maintaining a strong domestic seafood industry and supporting policies that help preserve the economic viability of commercial fishing communities throughout Florida and the nation.

NOW, THEREFORE, BE IT RESOLVED BY THE CANAVERAL PORT AUTHORITY:

Section 1. The Canaveral Port Authority hereby expresses its formal support for the *Save Our Shrimpers Act* (H.R. 2071).

Section 2. The Canaveral Port Authority respectfully urges the United States Senate to advance and enact the *Save Our Shrimpers Act* ensuring a fair opportunity for American shrimpers to compete on a level playing field.

Section 3. Effective Date. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 23rd day of September 2026.

CANAVERAL PORT AUTHORITY

(SEAL)

By: _____
Jerry Allender, Chairman

ATTEST:

By: _____
Kevin Markey, Secretary/Treasurer

Meeting Date

September 23, 2026

AGENDA ITEM REQUEST

Section:	Personal Appearances and Presentations
Item Number:	
Department:	Finance
Requested Action:	9:00 Time Certain: Second hearing of Proposed FY27 Operating Budget, RES-2026-006-EXE-3, Capital Budget and 5-Year Cash Flow, Tariff revisions, and FTZ modifications. (Jeff Long)
Summary Explanation & Background:	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

Proposed Revisions to FY27 Oprating Budget, Capital Budget and Cash Flow, Tariff, and FTZ - 2nd Hearing.pdf

RES-2026-006-EXE-3_Adoption of CPA FY27 Budget.pdf

FY27 Tariff 16 _REDLINE DRAFT_FINAL.pdf

FY27 FTZ 136 Zone Schedue_REDLINE DRAFT_FINAL.pdf

To: **Commissioners of Port Canaveral**

Through: **John Murray, Chief Executive Officer**

From: **Jeff Long, Chief Financial Officer**

Subject: **Proposed Revisions to FY 2027 Operating Budget, Capital Budget & Cash Flow, Tariff and FTZ Modifications – 2nd Reading**

Date: **September 16, 2026**

Background

At the August 19, 2026 Board meeting, the Commissioners were presented the FY 2027 Operating and Capital Budgets and Tariff and Foreign Trade Zone (FTZ) Modifications. The below narrative details the proposed revisions to the August presentation.

I. Operating Budget

The reduction in Cruise Revenue is attributable to notification from a cruise line of nine cancelled vessel calls. In addition, expected Cargo Revenue was reduced based on an updated operational plan from one space provider. The reduction in Lease Cargo Revenue is due to a nonrenewal of a lease agreement with tenant. Additionally, proposed budgeted operating expenses were reduced due to lower costs relating to Fire Protection and Marina Service. Collectively, these changes resulted in a net overall decrease to Operating Income of $2,407,895.

II. Capital Budget and Cash Flow

There are minor changes to the Cash Flow and Capital Plan from the August Board presentation, primarily related to updated cost estimates for the CT3 Garage and road improvement projects. These revisions are reflected in the FY27 capital budget, which now includes planned expenditures of $256 million, with total five-year capital spending projected to remain at $1.006 billion through FY31. Projections for Restricted Cash, Unrestricted Cash, and Cash Designated for Capital Projects have also been updated through FY31.

III. Tariff Modifications

There are no changes from the August Board presentation.

IV. FTZ Modifications

There are no changes from the August Board presentation.

Recommendation

Staff recommends Board approval of the FY 2027 Operating and Capital Budgets (and Resolution) and the Tariff and FTZ modifications.

Canaveral Port Authority
Proposed Operating Budget
For the year ending September 30, 2027

	Proposed FY2027 Budget	Proposed Changes	Final Proposed FY2027 Budget
Operating Revenues			
Ship Activity			
Wharfage	$ 159,008,015	$ (1,832,815)	$ 157,175,200
Dockage	19,583,470	(67,320)	19,516,150
Parking	78,948,720	(630,615)	78,318,105
Line handling	1,519,990		1,519,990
Water	870,920		870,920
Cranes	804,375	(228,475)	575,900
Total Ship Activity	260,735,490	(2,759,225)	257,976,265
Leasing			
Leases	4,294,065		4,294,065
Leases-Cargo	6,283,635	(110,000)	6,173,635
Total Leasing	10,577,700	(110,000)	10,467,700
Marina			
Marina	3,352,065		3,352,065
Total Marina	3,352,065	-	3,352,065
Park Services			
Camping	2,189,655		2,189,655
Recreational parking	1,212,950		1,212,950
Camp store & laundry	156,715		156,715
Other recreational	218,645		218,645
Concessions	11,635		11,635
Special event rentals	7,000		7,000
Total Park Services	3,796,600	-	3,796,600
Other			
Fire training facility	515,000		515,000
Permits & licenses	95,000		95,000
Commercial vehicle	2,336,235		2,336,235
Miscellaneous	435,550		435,550
Total Other	3,381,785	-	3,381,785
Total Operating Revenues	**$ 281,843,640**	**$ (2,869,225)**	**$ 278,974,415**

Canaveral Port Authority
Proposed Operating Budget
For the year ending September 30, 2027

	Proposed FY2027 Budget	Proposed Changes	Final Proposed FY2027 Budget
Operating Expenses			
Operations			
Salaries	$ 4,889,940		$ 4,889,940
Benefits	2,311,030		2,311,030
Service contracts	4,259,475		4,259,475
Utilities	84,620		84,620
Maintenance & supplies	413,480		413,480
Office expense	39,355		39,355
Fuel	47,910		47,910
Contractual obligations	6,569,800		6,569,800
Travel	17,260		17,260
Education & seminars	1,000		1,000
Other	23,655		23,655
Total Operations	**18,657,525**	**-**	**18,657,525**
Facilities			
Salaries	11,715,515		11,715,515
Benefits	5,813,970		5,813,970
Service contracts	10,275,670		10,275,670
Utilities	3,810,680		3,810,680
Maintenance & supplies	7,647,200		7,647,200
Office expense	38,150		38,150
Computer support & training	6,000		6,000
Advertising	1,165		1,165
Fuel	247,000		247,000
Travel	26,000		26,000
Other	93,000		93,000
Total Facilities	**39,674,350**	**-**	**39,674,350**
Park Services			
Salaries	1,422,775		1,422,775
Benefits	647,925		647,925
Service contracts	464,070		464,070
Store merchandise	75,370		75,370
Utilities	298,350		298,350
Maintenance & supplies	75,290		75,290
Office expense	44,240		44,240
Advertising	14,000		14,000
Travel	6,000		6,000
Education & seminars	2,000		2,000
Other	29,000		29,000
Total Park Services	**$ 3,079,020**	**$ -**	**$ 3,079,020**

Canaveral Port Authority
Proposed Operating Budget
For the year ending September 30, 2027

	Proposed FY2027 Budget	Proposed Changes	Final Proposed FY2027 Budget
Operating Expenses			
Public Safety			
Salaries	$ 747,365		$ 747,365
Benefits	267,675		267,675
Fire protection	4,606,630	(260,000)	4,346,630
Police protection	12,816,000		12,816,000
Maintenance & supplies	27,000		27,000
Office expense	14,150		14,150
Communication services	20,000		20,000
Travel	35,000		35,000
Education & seminars	5,000		5,000
Other	5,000		5,000
Total Public Safety	**18,543,820**	**(260,000)**	**18,283,820**
Fire Training Facility			
Service contracts	333,000		333,000
Utilities	59,700		59,700
Insurance	98,500		98,500
Maintenance & supplies	38,700		38,700
Accounting & auditing	500		500
Total Fire Training Facility	**530,400**	**-**	**530,400**
Commission			
Salaries - commissioners	67,450		67,450
Salaries - administrative	89,625		89,625
Benefits	163,010		163,010
Legal	50,000		50,000
Maintenance & supplies	500		500
Office expense	5,500		5,500
Promotions	7,500		7,500
Advertising	180		180
Travel-staff	2,000		2,000
Travel-commissioners	50,000		50,000
Education & seminars	500		500
Total Commission	**436,265**	**-**	**436,265**
Executive			
Salaries	3,883,690		3,883,690
Benefits	1,060,875		1,060,875
Service contracts	98,000		98,000
Legal	220,000		220,000
Maintenance & supplies	250		250
Office expense	207,750		207,750
Fraud hotline	3,500		3,500
Travel	42,400		42,400
Education & seminars	8,500		8,500
Other	1,000		1,000
Total Executive	**$ 5,525,965**	**$ -**	**$ 5,525,965**

Canaveral Port Authority
Proposed Operating Budget
For the year ending September 30, 2027

	Proposed FY2027 Budget	Proposed Changes	Final Proposed FY2027 Budget
Operating Expenses			
Finance & Accounting			
Salaries	$ 1,833,290		$ 1,833,290
Benefits	820,790		820,790
Service contracts	5,000		5,000
Maintenance & supplies	750		750
Office expense	23,600		23,600
Advertising	1,900		1,900
Travel	27,000		27,000
Education & seminars	5,500		5,500
Other	500		500
Accounting	220,000		220,000
Total Finance & Accounting	**2,938,330**	**-**	**2,938,330**
Administrative Services			
Salaries	4,712,030		4,712,030
Benefits	2,172,785		2,172,785
Service contracts	245,300		245,300
Legal	58,000		58,000
Insurance	5,484,015		5,484,015
Maintenance & supplies	17,215		17,215
Office expense	479,420		479,420
Personnel training & recruiting	228,500		228,500
Computer support & training	4,434,360		4,434,360
Advertising	150		150
Travel	54,000		54,000
Education & seminars	44,100		44,100
Total Administrative Services	**17,929,875**	**-**	**17,929,875**
Engineering & Environmental			
Salaries	1,990,330		1,990,330
Benefits	763,755		763,755
Maintenance & supplies	3,900		3,900
Office expense	12,720		12,720
Advertising	350		350
Travel	23,500		23,500
Education & seminars	26,750		26,750
Engineering - general	350,000		350,000
Engineering - environmental	678,000		678,000
Total Engineering & Environmental	**$ 3,849,305**	**$ -**	**$ 3,849,305**

Canaveral Port Authority
Proposed Operating Budget
For the year ending September 30, 2027

	Proposed FY2027 Budget	Proposed Changes	Final Proposed FY2027 Budget
Operating Expenses			
Business Development			
Salaries	$ 877,425		$ 877,425
Benefits	328,175		328,175
Maintenance & supplies	600		600
Office expense	57,750		57,750
Promotions	3,000		3,000
Advertising	81,200		81,200
Trade development	277,500		277,500
Travel	65,000		65,000
Education & seminars	1,000		1,000
Total Business Development	**1,691,650**	**-**	**1,691,650**
Real Estate			
Salaries	569,545		569,545
Benefits	210,870		210,870
Service contracts	3,293,300	(201,330)	3,091,970
Maintenance & supplies	12,000		12,000
Office expense	2,000		2,000
Land use planning	22,500		22,500
Lease administration & preparation	58,750		58,750
Travel	1,000		1,000
Education & seminars	1,000		1,000
Total Real Estate	**4,170,965**	**(201,330)**	**3,969,635**
Government & Strategic Communications			
Salaries	1,037,845		1,037,845
Benefits	390,390		390,390
Service contracts	5,000		5,000
Maintenance & supplies	300		300
Office expense	52,250		52,250
Planning & studies	200,000		200,000
Promotions	136,000		136,000
Publications	9,000		9,000
Electronic media	75,000		75,000
Advertising	60,400		60,400
Sponsorships	100,000		100,000
Travel	35,000		35,000
Professional services	284,000		284,000
Education & seminars	8,000		8,000
Total Government & Strategic Communications	**$ 2,393,185**	**$ -**	**$ 2,393,185**

Canaveral Port Authority
Proposed Operating Budget
For the year ending September 30, 2027

	Proposed FY2027 Budget	Proposed Changes	Final Proposed FY2027 Budget
Depreciation	$ 63,000,000		$ 63,000,000
Amortization			
Dredging	3,600,000		3,600,000
Port wide risk assessment plan	19,130		19,130
Computer software	250,000		250,000
Vulnerability & Assessment Plan	23,100		23,100
Master plan	50,000		50,000
Amortization	3,942,230	-	3,942,230
Depreciation and Amortization	**66,942,230**	**-**	**66,942,230**
Total Operating Expenses	**$ 186,362,885**	**$ (461,330)**	**$ 185,901,555**
Operating Income	**95,480,755**	**(2,407,895)**	**93,072,860**
Non-Operating Revenues			
Interest earnings	$ 9,150,000		$ 9,150,000
Grant revenue	1,135,220		1,135,220
Non-Operating Revenues	**10,285,220**	**-**	**10,285,220**
Non-Operating Expenses			
Commissions & fees	$ 48,750		$ 48,750
Interest Expense	10,454,065		10,454,065
Grant administration fees	61,995		61,995
Non-Operating Expenses	**10,564,810**	**-**	**10,564,810**
Addition to Net Position for Debt Reduction and Port Development	**$ 95,201,165**	**$ (2,407,895)**	**$ 92,793,270**

Canaveral Port Authority
Proposed Operating Budget
For the year ending September 30, 2027

	Proposed FY2027 Budget	Proposed Changes	Final Proposed FY2027 Budget
Operating Revenues			
Cruise operations	$ 243,858,500	$ (2,115,175)	$ 241,743,325
Cargo operations	23,160,625	(754,050)	22,406,575
Leases	4,294,065	-	4,294,065
Marina	3,352,065	-	3,352,065
Park Services	3,796,600	-	3,796,600
Fire training facility	515,000	-	515,000
Commercial vehicle	2,336,235	-	2,336,235
Permits, etc.	530,550	-	530,550
Total Operating Revenues	$ 281,843,640	$ (2,869,225)	$ 278,974,415
Total Operating Expenses	186,362,885	(461,330)	185,901,555
Operating Income	95,480,755	(2,407,895)	93,072,860
Non-Operating Revenues	10,285,220	-	10,285,220
Non-Operating Expenses	10,564,810	-	10,564,810
Addition to Net Position for Debt Reduction and Port Development	$ 95,201,165	$ (2,407,895)	$ 92,793,270

Canaveral Port Authority

FY2027 Cash Flow 5 Year Plan Estimates

(In Thousands)

Updated 09/14/2026

Description	FY27	FY28	FY29	FY30	FY31	TOTAL
Operating Revenues	$278,974	$295,599	$323,838	$338,586	$407,979	$1,644,976
Operating Expenses	(185,902)	(202,548)	(217,261)	(232,443)	(252,135)	(1,090,288)
Net Operating Income	**93,073**	**93,051**	**106,577**	**106,143**	**155,844**	**554,688**
Add Non-cash Items:						
Depreciation and amortization	66,942	76,636	84,300	92,730	102,003	422,612
Change in Assets/Liabilities	6,500	(1,500)	4,000	4,000	4,000	17,000
Net cash provided by operating activities	**166,515**	**168,188**	**194,877**	**202,873**	**261,847**	**977,300**
Non-Capital Grant Funding	1,671	736	500	500	500	3,906
Net cash provided by non-capital financing	**1,671**	**736**	**500**	**500**	**500**	**3,906**
Capital Grant Funding net of accrual	5,557	22,453	11,663	2,337	3,756	45,765
Line of Credit draws and repayments	-	29,000	(29,000)	-	-	-
Debt service payments	(28,392)	(29,013)	(29,296)	(28,688)	(29,270)	(144,660)
Capital projects requirements	(255,746)	(177,675)	(132,153)	(211,502)	(228,930)	(1,006,006)
Net cash used in capital/related financing activity	**(278,582)**	**(155,235)**	**(178,787)**	**(237,852)**	**(254,443)**	**(1,104,900)**
Net cash provided from investing activities	9,500	9,000	9,000	9,000	9,000	45,500
Net increase (decrease) in cash	(100,896)	22,688	25,590	(25,479)	16,904	(61,195)
Beginning cash	234,463	133,566	156,254	181,844	156,365	
Ending Cash Available	**133,566**	**156,254**	**181,844**	**156,365**	**173,268**	
Restricted Cash	13,499	14,083	14,422	14,575	14,575	
Unrestricted Cash	118,959	125,911	132,961	139,713	150,131	
Cash Available for Capital Projects	**1,108**	**16,260**	**34,461**	**2,076**	**8,562**	

Canaveral Port Authority

FY2027 5 – Year Capital Budget

(In Thousands)

Updated 09/14/2026

Line No.	Project #	Master Project	FY2027	FY2028	FY2029	FY2030	FY2031	TOTAL
1	1100	Road Improvements	$13,000	$14,202	$43,869	$5,818	$300	$77,189
2	1130	Portwide Parking Lot Improvement	$600	-	$600	-	-	$1,200
3	1180	Security Fencing/Lighting	$1,575	-	-	-	-	$1,575
4	1340	Maintenance Dredging	$4,267	-	$5,000	-	$5,000	$14,267
5	1380	Other Computer Equipment	$6,117	$1,456	$1,712	$1,837	$565	$11,687
6	1530	Park Upgrades	$6,467	$8,028	$3	$553	-	$15,051
7	1560	Improve Piers,Bldgs,Structures	$18,961	$49,209	$14,000	$14,500	$22,000	$118,670
8	1580	Fire Equipment	$61	$65	$70	$70	-	$266
9	1590	Utilities and Improvements	$523	$495	$20	$20	$20	$1,078
10	1600	Minor Equipment	$894	-	-	-	-	$894
11	1610	New/Replacement Vehicles	$586	-	-	-	-	$586
12	1640	CT Furniture/Equipment	$2,839	$695	$100	$100	-	$3,733
13	2030	Cruise Terminal 5	$22,718	-	-	-	-	$22,718
14	2042	Cruise Terminal 10	$80,613	$52,185	-	-	-	$132,798
15	2046	Cruise Terminal 2	$448	-	$1,000	$18,000	$80,072	$99,520
16	2046.1	CT3 Garage	$60,000	-	-	-	-	$60,000
17	2047	Cruise Terminal 4	$8,829	$2,897	$41,159	$161,104	$118,664	$332,653
18	2075	Maritime Ctr Tenant Improvement	$5,443	$500	-	-	-	$5,943
19	2218	Public Safety	$140	-	-	-	-	$140
20	2228	PSGP 2027 PSGP Project	$3,537	$754	$125	$780	$145	$5,341
21	2270	Master Plan Projects	$3,500	$2,000	$2,000	$2,250	$2,000	$11,750
23	2279	CT Pax Bridge Renovation	$10,640	$8,000	$8,000	-	-	$26,640
24	2290	CBP Tech Upgrades	$1,959	$750	$1,435	$1,470	$163	$5,776
25	2292	Aquarium	$30	$1,500	-	-	-	$1,530
26	2293	Marina	$2,000	$34,939	$13,061	$5,000	-	$55,000
			$255,746	**$177,675**	**$132,153**	**$211,502**	**$228,930**	**$1,006,006**

Canaveral Port Authority

FY2027 Capital Budget with Funding Sources

(In Thousands)

Updated 09/14/2026				Funding Sources			
Line No.	Project #	Master Project	Total FY2027	Port Revenues	Federal Grants	State Grants	TOTAL FUNDING
1	1100	Road Improvements	$13,000	13,000	-	-	13,000
2	1130	Portwide Parking Lot Improvement	$600	600	-	-	600
3	1180	Security Fencing/Lighting	$1,575	1,575	-	-	1,575
4	1340	Maintenance Dredging	$4,267	4,267	-	-	4,267
5	1380	Other Computer Equipment	$6,117	6,117	-	-	6,117
6	1530	Park Upgrades	$6,467	6,222	-	245	6,467
7	1560	Improve Piers,Bldgs,Structures	$18,961	17,627	-	1,335	18,961
8	1580	Fire Equipment	$61	61	-	-	61
9	1590	Utilities and Improvements	$523	523	-	-	523
10	1600	Minor Equipment	$894	894	-	-	894
11	1610	New/Replacement Vehicles	$586	586	-	-	586
12	1640	CT Furniture/Equipment	$2,839	2,839	-	-	2,839
13	2030	Cruise Terminal 5	$22,718	22,718	-	-	22,718
14	2042	Cruise Terminal 10	$80,613	80,613	-	-	80,613
15	2046	Cruise Terminal 2	$448	448	-	-	448
16	2046.1	CT3 Garage	$60,000	60,000	-	-	60,000
16	2047	Cruise Terminal 4	$8,829	8,829	-	-	8,829
17	2075	Maritime Ctr Tenant Improvement	$5,443	5,443	-	-	5,443
19	2218	Public Safety	$140	28	-	112	140
20	2228	PSGP 2027 PSGP Project	$3,537	2,654	883	-	3,537
21	2270	Master Plan Projects	$3,500	3,500	-	-	3,500
22	2279	CT Pax Bridge Renovation	$10,640	10,640	-	-	10,640
23	2290	CBP Tech Upgrades	$1,959	1,959	-	-	1,959
24	2292	Aquarium	$30	30	-	-	30
25	2293	Marina	$2,000	2,000	-	-	2,000
			$255,746	**$253,171**	**$883**	**$1,692**	**$255,746**

RESOLUTION NO. RES-2026-006-EXE-3

A RESOLUTION OF THE CANAVERAL PORT AUTHORITY, BREVARD COUNTY, FLORIDA, ADOPTING THE BUDGET FOR FISCAL YEAR 2027

WHEREAS, the Canaveral Port Authority has been charged by the State of Florida with the responsibility of creating, operating, and maintaining a deep-water port at Port Canaveral, Florida under Chapter 28922, Laws of Florida of 1953, as amended, and,

WHEREAS, the Canaveral Port Authority, as authorized by the State of Florida has undertaken the responsibility of Local sponsor to the United States of America for the construction and development of a deep water harbor at Port Canaveral, Florida, pursuant to the enactment's of the Congress of the United States, the same being House Document 367 of the 77th Congress, First Session and Senate Document 140 of the 87th Congress, Second Session, and

WHEREAS, the Canaveral Port Authority has been empowered by the State of Florida to levy and assess ad valorem taxes as to all taxable property within the Canaveral Port Authority District to meet its said responsibilities and undertaking, and

WHEREAS, the Canaveral Port Authority has fully considered the budget outlined below of anticipated expenditures and income from earnings.

NOW THEREFORE, BE IT RESOLVED THAT the Canaveral Port Authority hereby adopts the Fiscal Year 2027 Budget as set forth herein, establishing the necessary expenditures required to fulfill its obligations and responsibilities, and identifying the anticipated revenues to support its operations and strategic initiatives.

CANAVERAL
PORT AUTHORITY

Estimate of Revenues and Expenditures for
Fiscal Year Ending September 30, 2027

Operating Revenues:		
Wharfage	$	157,175,200
Dockage		19,516,150
Parking		78,318,105
Line handling		1,519,990
Water		870,920
Cranes		575,900
Leases		10,467,700
Marina		3,352,065
Camping		2,189,655
Recreational parking		1,212,950
Camp store & laundry		156,715
Other recreational		218,645
Concessions & vending		11,635
Special event rentals		7,000
Fire training facility		515,000
Permits & licenses		95,000
Commercial vehicle		2,336,235
Miscellaneous		435,550
Total Operating Revenues	**$**	**278,974,415**
Operating Expenses:		
Total Operations		18,657,525
Total Facilities		39,674,350
Total Park Services		3,079,020
Total Public Safety		18,283,820
Total Fire Training Facility		530,400
Total Commission		436,265
Total Executive		5,525,965
Total Finance & Accounting		2,938,330
Total Administrative Services		17,929,875
Total Engineering & Environmental		3,849,305
Total Business Development		1,691,650
Total Real Estate		3,969,635
Total Government & Strategic Communications		2,393,185
Depreciation & Amortization		66,942,230
Total Operating Expenses	**$**	**185,901,555**
Operating Income		93,072,860
Non-Operating Revenues		10,285,220
Non-Operating Expenses		10,564,810
Addition to Net Position for Debt Reduction and Port Development	**$**	**92,793,270**

BE IT FURTHER RESOLVED THAT the obligations of the Canaveral Port Authority for fiscal year 2027 can be met without the levy of ad valorem taxes.

BE IT FURTHER RESOLVED THAT A CERTIFIED COPY OF THIS RESOLUTION, EXECUTED IN THE NAMES OF THE Chairman of the Canaveral Port Authority and attested by the Secretary under its Corporate Seal, shall be made and delivered to the Board of County Commissioners of Brevard County, Florida, and the Clerk of the Circuit Court of Brevard County, Florida.

DONE, ORDERED, AND ADOPTED by the Canaveral Port Authority, a body politic and a body corporate under the Laws of the State of Florida, in regular open meeting this 23rd day of September, 2026.

(SEAL)

CANAVERAL PORT AUTHORITY

_____
Jerry Allender
Chairman

ATTEST:

_____
Kevin Markey
Secretary/Treasurer

Governing Rates, Rules & Regulations of Marine and Port Services Provided by the Canaveral Port Authority

TARIFF NO. 16

Contact:
Business Development

Canaveral Port Authority
445 Challenger Road, Suite 301|Cape Canaveral, FL 32920
Phone: 321-783-7831|Fax: 321-783-4651
E-mail: cpa.trade@portcanaveral.com
Website: www.portcanaveral.com

Effective Date:
October 1, ~~2025~~2026

Commissioners

District 1: Jerry W. Allender

District 2: Micah Loyd

District 3: Fritz VanVolkenburgh

District 4: Kevin Markey

District 5: ~~Wayne E. Justice~~Carol Craig

Administration

Captain John W. Murray | Chief Executive Officer and Port Director

Craig Langley, Esq. | VP, General Counsel

Jeff Long, Ph.D. CPA | Chief Financial Officer

David German | VP, Cruise Business Development

Samantha Cornelius | VP, Business Development, Cargo and Aerospace

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SECTION 100 LEGAL NOTICES

RULE 100: CONSENT TO TERMS OF TARIFF

The use of the waterways and facilities under the jurisdiction of Canaveral Port Authority ("CPA"), such waterways and facilities referred to herein as "Port Canaveral" or the "Port", shall constitute a consent to the terms and conditions of this Tariff, and the rules and regulations of the CPA, as the same exist at the time of each such use; and such use shall evidence an agreement on the part of the agents, and other users of such waterways and facilities, to pay all charges specified in this Tariff (unless otherwise provided by written agreement with CPA or reduced/waived as provided herein), and be governed by all of said Tariff terms, conditions, rules and regulations.

RULE 105: GOVERNING AUTHORITY; JURISDICTION AND VENUE

Governing Authority: The Canaveral Port District is an independent special taxing district and political subdivision of the State of Florida. CPA has jurisdiction over and control of Port Canaveral including all wharves, sheds, warehouses, terminals, slips and upland areas and all other property owned or operated by it. It has the power to fix and regulate rates, charges, rules, and regulations for the use of these facilities. The administration, operation and maintenance of Port Canaveral is governed by a duly elected Board of Commissioners and are under the direct supervision of a Port Director appointed by said Board of Commissioners.

Jurisdiction and Venue: Jurisdiction with respect to any claim or cause of action whether in law or equity and whether founded in contract or in tort, brought by any user against CPA arising from or incidental to the user's operations on CPA-owned property and/or its use of CPA's services or facilities shall lie exclusively in the County or the Circuit Courts of the Eighteenth Judicial Circuit in and for Brevard County, Florida, and in the United States District Court for the Middle District of Florida. Use of CPA's facilities or receipt of its services by any user shall constitute that user's consent to jurisdiction and venue in accordance with this Rule and shall constitute that user's waiver of any objection based upon forum non conveniens or any other law providing for change or transfer of venue to any other location or forum. This Rule does not apply to any action by any user against CPA which may be instituted pursuant to an Act of the Congress of the United States that expressly designates the jurisdiction in which such action shall be prosecuted, and from which CPA would not have sovereign or Eleventh Amendment immunity.

RULE 110: APPLICATION OF TARIFF

The rates, rules and regulations contained in this Tariff shall apply equally to all users of and all traffic on the waterways and facilities owned, operated, and under the jurisdiction of CPA; except where inconsistent with express provisions of leases or agreements with CPA for use of facilities. CPA shall be the sole judge as to the application and interpretation of this Tariff and supplements hereto. Fees including, but not limited to, wharfage, dockage, harbormaster, and line handling may be waived, reduced, or absorbed by the Port Director, if in the best interest of CPA. The Port Director shall also have the authority to implement other changes to this Tariff if it is determined such action is necessary for competitive purposes and/or the efficient use of the facilities. If changes remain in place for a period of twelve (12) months and are expected to remain permanent thereafter, they will be submitted to the Board of Commissioners as a Tariff revision for its approval.

RULE 111: ADDITIONAL AUTHORITY FOR DECLARED EMERGENCY

Upon declaration of an emergency by the President of the United States or the Governor of the State of Florida affecting the State of Florida, or for a natural disaster suffered by another state or country served by shipping line customer(s) of Port Canaveral, the Port Director shall have the authority to:

Prioritize vessel berthing to address such emergency condition;
Reduce or waive dockage and/or wharfage charges up to an amount not to exceed five thousand dollars ($5,000.00) in support of humanitarian relief efforts where supplies, materials, labor, shipping, and related assistance are donated on a voluntary basis, or resources are provided at reduced rates by governmental or charitable agencies or organizations. In order to qualify for a reduction/waiver of dockage and/or wharfage charges, the carrier must furnish a manifest and certified statement as required by **Rule 115** identifying those items that qualify for a reduction/waiver. In addition, the Port reserves the right to access documentation, and the carrier agrees to comply with all conditions as described in **Rule 1200**.

RULE 115: VESSEL REPORTS AND CONTROLS REQUIREMENTS

All agents requesting a berth for a vessel at a Port Canaveral commercial wharf shall, as far in advance as possible but at a minimum twenty-four (24) hours prior to docking, submit a Vessel Berthing Request to the Harbormaster specifying the date and time of docking. The request shall include information regarding the approximate date and time of departure as well as the nature and quantity of cargo to be handled. The name, registration, and enrollment of the vessel must be provided. Failure to submit a proper Vessel Berthing Request could result in a delay in the vessel's arrival.

All vessels requesting a Port Canaveral commercial wharf shall notify the Harbormaster of their estimated time of arrival. Deviations or subsequent changes to scheduled arrival times shall also be reported. Such notices shall be given by all vessels as far in advance as is reasonably feasible in order to facilitate ship movements, coordination, and arrangement of port services for incoming vessels.

Agents and vessels requesting use of a Port Canaveral commercial wharf shall contact the Harbormaster upon arrival in order to ascertain the vessel's pre-assigned berth. The Harbormaster shall regulate and supervise the berthing of all vessels.

Full capacity and continuous twenty-four (24) hour vessel operations may be required at the discretion of the Harbormaster in order to facilitate Port operations and efficiency. Refusal or failure to fully comply with a continuous operations request may result in an order for the vessel to vacate the berth.

CPA reserves the right to order a vessel moved from its berth to a more suitable location including anchorage in the event of a disruption of the vessel's power or any other hindrances of its loading or unloading capabilities which impedes the vessel's ability to discharge or take on cargo pending necessary repairs.

CPA shall retain full authority to move or cause any vessel to be removed at any time and for any reason as deemed appropriate by the Harbormaster. The Harbormaster shall have absolute authority to arbitrate disputes and to direct masters, agents, and others having charge of vessels.

Before departing from a Port Canaveral commercial wharf, all vessels shall notify the Harbormaster Office of the vessel's departure time and obtain departure approval. Such notice shall be as far in advance of the actual departure time as is reasonably feasible in order to facilitate vessel movement and coordination; however, all such notices shall be made at least two (2) hours prior to departure.

The Agent, or others having charge of the vessel, shall direct and cause to be reported to the Finance Department all cargo or passengers loaded or discharged from such vessel or passengers in transit for non-homeported vessels. Such report(s) shall be submitted within five (5) business days of sailing or completion of cargo operations and in the form of copies of the ship's manifest, bill of lading or a certified statement providing the number of units, commodities, weights, dimensions (if required) and all other information which CPA deems necessary for the purpose of conducting audits to determine the accuracy of reports filed, compilation of commercial statistics or for other purposes. Failure to provide the requisite reports within the

designated time period shall result in a twenty-five dollar ($25.00) per business day penalty assessed to and payable by the ship's agent unless expressly waived in whole or in part by the Port Director.

RULE 120: EMERGENCY SHIP MOVEMENT POLICY

See **Addendum E**

RULE 125: MOU BETWEEN THE CANAVERAL PORT AUTHORITY AND THE NAVAL ORDNANCE TEST UNIT CONCERNING SHIP MOVEMENT PRIORITY

See **Addendum D**

RULE 130: SEVERABILITY PROVISION

Each and every paragraph, sentence, term, and provision of this Tariff shall be considered severable and that, in the event any paragraph, sentence, term or provision is determined to be invalid or unenforceable, the validity and enforceability, operation or effect of the remaining paragraphs, sentences, terms or provisions shall not be affected, and this Tariff shall be construed in all aspects as if the invalid or unenforceable matter had been omitted.

SECTION 200 GENERAL INFORMATION

RULE 200: RECOGNIZED WORKING HOURS

The recognized working hours of the CPA shall be from 8:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 5:00 p.m. local (ET), Monday through Friday, except the following holidays: Martin Luther King Jr Day, Presidents Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas, and New Year's. When a holiday falls on a Saturday, the preceding Friday is observed. When a holiday falls on a Sunday, the following Monday is observed. Work performed at hours other than stated will be subject to overtime charges.

RULE 205: LOCATION

Port Canaveral is in Brevard County on the eastern coast of Florida, bordered on the north by the Cape Canaveral Space Force Station and the Banana River and bordered on the south by the City of Cape Canaveral. The main harbor channel is orientated in an east / west direction, extending from the Atlantic Ocean to the Banana River. The Port harbor contains three turning basins: the East Turning Basin, the Middle Turning Basin, and the West Turning Basin. These basins are connected by the Inner Reach Channel and the West Access Channel which form the south boundary of each basin. The Port Canaveral sea buoy is approximately located at: Latitude: 29°21.9N; Longitude 80°30.9W.

RULE 210: HARBOR ENTRANCE

Entrance to the harbor from the Atlantic Ocean is through a channel 500 feet wide and 46 feet deep. The entrance from the Intracoastal Waterway (Indian River) is by a canal 125 feet wide and 12 feet deep, running due east across Merritt Island for approximately four miles, to a lock measuring 600 feet by 90 feet.

RULE 215: TURNING BASINS

Information about the harbor's three turning basins:

East Turning Basin: The Naval Ordinance Test Unit (NOTU) manages the Navy's Trident Basin and Wharf.

Middle Turning Basin: Approximately 2,260 feet long basin (including channel). 1,800 feet wide at the north end, 2,600 feet wide at the south end, -35 foot depth east and north portion, -43 foot depth west and south portion, 1,400 foot diameter turning circle located in the southwest corner.

West Turning Basin: Trapezoidal basin which measures 2,750 feet wide at the widest point in the north, 1,400 feet wide at the narrowest point near the existing corner cut off, 1,650 feet long between Cruise Terminals 5 and 10, -35 feet CPA maintained depth, 1,725 foot diameter turning circle in the southeast quadrant. At the north side is the Cruise Terminal 5 Basin, 650 feet wide by 800 feet long, -35 foot depth.

RULE 220: BERTHING FACILITIES

Port Canaveral has berths located on both the north and south sides of the harbor. All cruise terminals are supported by a separate, secure parking facility. Information including dock space and depth of berth is provided below. A Port Facilities map is available on CPA's website at ~~http://www.portcanaveral.com/about/publications~~ https://www.portcanaveral.com/port-operations/port-facilities/facilities-map. See **Addendum C** for Harbormaster contact information.

North Cargo Berths (NCB)

Berth	Dock Length		Maximum Draft	
NCB 1 / 2	393.2 m	1290'	12.2 m	40'00"
NCB 3 / 4	532.5 m	1747'	12.2 m	40'00"
NCB 5 / 6[1]	570.6 m	1872'	12.2 m	40'00"
NCB 8	310.9 m	1020'	12.2 m	40'00"

[1]-Contact Harbormaster if additional draft is required

North Cruise Terminals (CT)

Terminal	Dock Length		Maximum Draft	
CT 5	208.8 m	685'	10.2 m	33'06"
CT 6	211.2 m	693'	10.2 m	33'06"
CT 8	240.2 m	788'	9.75 m	32'00"
CT 10	248.1 m	814'	10.4 m	34'00"

South Cargo Berths (SCB)

Berth	Dock Length		Maximum Draft	
SCB 1	492.2 m	1615'	9.75 m	32'00"
SCB 2[2]			12 m	39'06"
SCB 3			12 m	39'06"
SCB 4	125.6 m	412'	12.2 m	39'06"

[2]- Max Draft: Valid up until 975 ft. mark; Max Beam: 106' east of 800 ft. mark

South Cruise Terminals (CT)

Terminal	Dock Length		Maximum Draft	
CT 1	431.9 m	1417'	11.1 m	36'06"
CT 2	212.4 m	697'	10 m	33'00"
CT 3	402 m	1319'	10 m	33'00"

NOTE: Further restrictions may be imposed due to current water depths and vessel characteristics. Each vessel will be reviewed on a case-by-case basis by the harbormaster and the Pilots.

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RULE 225: WATER AND FUEL BUNKERING FACILITIES

All berths have facilities for supplying fresh water and are accessible by tank truck or barge for bunkering. North Cargo Berths 1 and 2, South Cargo Berths 3 and 4, and Cruise Terminals 1, 5, 6, 8, and 10 have access to pipeline for bunker fuels.

RULE 230: STORAGE FACILITIES

A variety of storage facilities are available including dry, refrigerated, freezer, foreign trade zone warehousing, specialized facilities including dry bulk silos and liquid bulk tanks, and paved open storage. Contact Business Development for a list of storage facilities.

RULE 235: CONTAINER FACILITIES

Container facilities are located at NCB 5 and NCB 6 on the north side of Port Canaveral.

RULE 240: RAILROAD FACILITIES

The Port is served by the Florida East Coast Railroad through the Cocoa rail car facility and by Norfolk Southern via a multi-purpose terminal in Titusville.

RULE 245: FOREIGN TRADE ZONE #136

CPA is the Grantee for Foreign Trade Zone #136. Refer to Foreign Trade Zone #136 Zone Schedule available on CPA's website at http://www.portcanaveral.com or by contacting Business Development for further information.

RULE 250: GENERAL RESTRICTIONS AND LIMITATIONS

CPA is not obligated to provide storage or accommodation for property which has not been transported nor is intended to be transported by water to or from the Port; nor is it obligated to provide dockage, wharfage, storage, or other services beyond reasonable capacity of the facilities; nor is it obligated to provide extended storage for any property in the course of normal operations, beyond a period of time determined by the Port Director.

CPA is not obligated to accept any cargo, either inbound or outbound, which is not compatible with the accepted objectives of the Port and the established assurances to the community. The Port Director has discretionary authority to refuse any such cargo.

RULE 255: REAL ESTATE FACILITIES

For information regarding leasing property and facilities owned and operated by CPA contact the Real Estate Department. See **Addendum C**.

RULE 260: RECREATION FACILITIES

For information regarding recreational facilities owned and operated by CPA including Jetty Park, Boat Ramps and Parks, visit CPA's website at ~~http://www.portcanaveral.com~~ https://www.portcanaveral.com/park-services.

RULE 265: COMMERICAL FISHING AND PHOTOGRAPHY

All requests to photograph and/or film CPA owned, operated, or managed facilities or properties intended for commercial or promotional use must be submitted for review and approval 48 hours in advance to the CPA Communications Department. News media requesting Port access to cover news events must have advance authorization from the CPA. Failure to notify the CPA in advance of arrival may result in access being denied. See **Addendum C** for contact information.

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SECTION 300 MARINE OPERATIONS: RULES AND REGULATIONS

RULE 300: HARBORMASTER

The Port Director shall designate the Harbormaster, and such other personnel deemed necessary for the execution and compliance with this Tariff and the operational rules and regulations for Port Canaveral. See **Addendum C** for Harbormaster contact information. In addition to any duties prescribed by law, the duties of the Harbormaster include:

1. Scheduling of vessel arrivals, departures and assigning berths in coordination with the Canaveral Pilots Association, ship's agent, and the local military establishment to provide for maximum safety and to reduce the possibility of incidents which could endanger personnel, damage property or the environment.
2. Coordinating the priority of vessel movements with the U.S. military when potential conflicts arise in scheduling. See **Addendum D** for Ship Movement Priority.
3. Coordinating marine safety and security procedures for Port Canaveral with the Canaveral Pilots Association, the U.S. military, U.S. Coast Guard, U.S. Army Corps of Engineers, the Port Facility Security Officer, and representatives or agents of vessel owners.
4. Processing of billing information.
5. Tracking the arrival and departure of vessels within the Port.
6. Scheduling vessel usage of berths, anchorages, or other facilities within the Port.
7. Ordering and enforcing a vessel, at its own expense and risk, to vacate or change position at a berth, anchorage, or facility in order to facilitate navigation, commerce, or Port security, to protect persons, vessels, or property, to prevent unauthorized use of Port facilities, or to facilitate dredging of channels or berths.
8. Designating Port facilities for the loading or discharging of vessels.
9. Monitoring waterside areas for threats to navigational safety and security and making notification to the Facility Security Officer on security related issues.
10. Issuing written orders of compliance and notices of violation under this Tariff.

VESSEL MOVEMENT PENALTIES:

1. Failure to Vacate or Change Position: Any vessel that unnecessarily delays in moving under an order to vacate or change position may be penalized in an amount not exceeding one thousand dollars ($1,000.00) for each hour or fraction thereof, plus 150 percent (150%) of the demurrage costs incurred by a waiting vessel, until the order is complied with.
2. Obstructing or Resisting Harbormasters: If any person, master, consignee, agent, wharfinger or wharf owner, lessee of a wharf or other person shall oppose or resist the Harbormaster or the Duty Harbormaster in the execution of their duty, or disobey any order given by either of said officers as to the manner of removing or adjusting the rigging of any vessel under the control of such person, he or she shall be guilty of a misdemeanor of the second degree, punishable as provided per Florida Statutes.

FAILURE TO NOTIFY HARBORMASTER:

Any master of a vessel who shall fail to report to the Harbormaster for a berth at the wharves on arriving in Port shall be guilty of a misdemeanor of the second degree, punishable as provided per Florida Statutes.

RULE 305: DUTY HARBORMASTER

The Port Director may appoint Duty Harbormaster(s) to provide a 24/7 contact for vessel owners, operators, agents, or masters in the absence of the Harbormaster, and to ensure compliance with this Tariff and the operational rules and regulations of the Port. The Duty Harbormaster(s) may be hailed on VHF Channels 12 or 16 by the call sign "Canaveral Harbormaster". See **Addendum C** for contact information. The duties of the Duty Harbormaster shall include those as outlined in the above Rule. When a situation arises where the Duty

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Harbormaster is unable to resolve it satisfactorily, or it is outside the responsibilities designated to the Duty Harbormaster by this Tariff, contact shall be made with the Harbormaster or the Port Director for resolution.

RULE 310: RESERVATIONS FOR CRUISE VESSELS

CPA will accept requests for advance reservations for cruise ships on a "first come, first served basis" or by contract and will protect a day or dates for berths and other specialized facilities as needed. Advance arrangements are to be made by the ship's agent with the Harbormaster. Notwithstanding the above, CPA reserves the right, through the Harbormaster, to assign berths and/or change the assignment of berths already reserved for the best utilization of Port facilities taking into account any and all elements which CPA, in its sole discretion, chooses to consider in order to achieve the best berth and facilities utilization and is in the best interests of the Port. Ships requiring berths due to weather, medical or any other request should contact the Harbormaster as soon as possible. CPA shall not be responsible for delays to vessels in berth or seeking berth or be responsible for damages resulting from delays to vessels, regardless of cause.

RULE 315: RESERVATIONS FOR VESSELS OTHER THAN CRUISE

CPA reserves the right to provide preferred berthing by written contract and to liner services that maintain a regular schedule. All vessels shall be assigned berthing facilities by the Harbormaster on a first come, first served basis, upon submission of a completed Vessel Berthing Request. All vessels shall be assigned to berths in the order of arrival at the sea buoy and in which they declare themselves as ready to commence work immediately upon arrival at berth. Notwithstanding the above, CPA reserves the right through the Harbormaster to assign berths and/or change the assignment of berths already reserved for the best utilization of Port Canaveral facilities taking into account any and all elements which CPA, in its sole discretion, chooses to consider in order to achieve the best berth and facilities utilization and is in the best interests of the Port. Cargo vessels loading or unloading are limited to seventy-two (72) hours at berth when another vessel is awaiting the same berth with a confirmed Vessel Berthing Request. The Harbormaster may make an exception to this Rule to allow continued berthing. CPA shall not be responsible for delays to vessels in berth or seeking berth or be responsible for damages resulting from delays to vessels, regardless of cause.

RULE 320: CHANGE OF LOCATION OF VESSELS

Any vessel, boat, barge, or other watercraft must at all times have on board a person in charge with authority to take such action in any actual emergency as may be necessary in order to facilitate common navigation or commerce or for the protection of other vessels or property. The Port Director or Harbormaster is hereby authorized and directed to order and enforce the removal or change of location of any vessel, boat, barge or other watercraft at its own expense, to such place as the Port Director or Harbormaster may direct, for the purpose of facilitating navigation or commerce, or for the protection of other vessels or property, and it shall be unlawful for the master, owner or agent of such vessel to fail, neglect or refuse to obey any such orders of the Port Director or Harbormaster.

If there is no responsible person available, or if the person in charge refuses to shift the vessel as directed, the CPA may have the vessel shifted at the risk and expense of the vessel owner or operator.

RULE 325: PILOT CONTROLS AND REGULATIONS

All pilots or deputy pilots must be licensed or indentured by the State of Florida Pilot Commission. It is required for foreign vessels and all coastwise vessels, except those United States coastwise vessels which have on board a pilot licensed by the United States Government. If a vessel is sailing to a foreign port or arriving from a foreign port, it will have to engage a pilot licensed or apprentice pilot indentured by the State of Florida Pilot Commission for Port Canaveral, Florida, even though a United States licensed pilot is on board. All pilot service herein provided shall be by contractual arrangement running solely between the pilot engaged by the vessel and the vessel, its agents, and owners. CPA and the State of Florida Pilot Commission are not part of a contract arrangement.

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All vessels shall have a licensed state pilot or certificated deputy pilot on board to direct the movements of vessels when entering or leaving Port Canaveral, except as otherwise provided in § 310.141, Florida Statutes. Exceptions include vessels exempted by the laws of the United States and monohulled vessels and certain multihulled vessels which draw less than 7' of water.

All Port pilots, including those holding a United States license, shall obey the directions given by the Port Director, Harbormaster in all particular instances as to vessel movement on the waters under jurisdiction of the CPA, either inbound or outbound, berthing, re-berthing, with regard to any vessel movement coordination and safety issues concerning these vessel movements. Any party failing to obey any such direction of the Port Director or Harbormaster shall lose their privilege to operate as a pilot at Port Canaveral, and such may be enforced by injunction or otherwise.

Pilotage services are provided in Port Canaveral by the Canaveral Pilots Association. See **Addendum C** for contact information. For information regarding pilot(s) licensed by the United States Government, contact the Harbormaster Office.

RULE 330: DECK WATCH

All vessels moored to CPA operated wharves shall maintain a live deck watch and monitor VHF Channels 12 and 16 with the capability of communicating in English. The Port Director may require any vessel berthed at private leaseholds to maintain a live deck watch and have an English-speaking person to monitor VHF Channels 12 and 16.

RULE 335: LIGHTS

All vessels, while within the jurisdictional waters of Port Canaveral, shall display proper navigation lights between sunset and sunrise and during periods of restricted visibility (fog, rain, haze, etc.) in accordance with the U.S. Coast Guard Navigation Rules. The use of flashing, occulting, or revolving lights is prohibited except where expressly allowed by law.

RULE 340: MOORING

The master and crew of each vessel shall, at all times, ensure that their vessel is secured to the wharf utilizing mooring lines in sufficient number, positioning, strength, and condition. The crew shall tend to their vessel's mooring lines for the duration of the vessel's dockage as needed in order to accommodate for changes in weather conditions, changes in tide, and passing vessels. Additionally, all vessels must comply with any mooring arrangement recommendations given by the Harbormaster, and/or Duty Harbormasters.

RULE 345: UNDER KEEL CLEARANCE AT BERTH

Any vessel berthed alongside any dock or seawall within Port Canaveral shall at all times maintain an under-keel clearance of at least six (6) inches between the lowest protrusion of the vessel and the sea bottom regardless of tidal conditions.

RULE 350: SPEED

The waters of Port Canaveral are designated as "slow speed, minimum wake" zone. In accordance with § 327.33, Florida Statutes, it is unlawful to operate a vessel without regard to posted speed and wake restrictions or other waterborne traffic, in a reckless manner, in a manner that endangers persons or property, including other vessels or structures, or in a manner causing wake damage.

RULE 355: ANCHORAGE

It shall be unlawful for any person, company, or corporation whether as principal, servant, agent, employee or otherwise, to anchor any vessel, barge, boat, or other watercraft of any kind in any of the turning basins or channels in Port Canaveral without permission from the Port Director except in cases of actual emergency. Vessels anchoring under emergency conditions will report to the Port Director and the Canaveral Pilots

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Association immediately with a full statement of the circumstances. Violators will be charged five hundred dollars ($500.00) per day or any portion thereof, or twice the dockage charge, which would be applicable to the vessel, whichever is greater. Vessels authorized by the Port Director to anchor in Port Canaveral will be charged the dockage charge which would be applicable to that vessel.

RULE 360: COLLISION / ALLISION

In the event of a collision between two (2) vessels or an allision between a vessel and any wharf, dock, pier or other structure, a written report of such incident shall, be immediately reported to the Harbormaster for determination and instructions. A written report of such collision/allision made by the master, owner or agent involved is required to be furnished to the Port Director within twenty-four (24) hours after the collision/allision. In the event of a collision/allision where a vessel is under way and proceeding to the open sea with no need of repair, said report may be mailed by the master, owner, or agent of said vessel from the next port which it enters.

RULE 365: ENGINE IMMOBILIZATION

Masters, owners, or agents of vessels intending to immobilize the main engines of their vessels at CPA wharves shall submit a formal immobilization request to the Harbormaster a minimum of forty-eight (48) hours in advance of said vessel's estimated time of arrival. In the event that another vessel requires berthing at an immobilized vessel's berth for the purpose of actively working cargo, the Harbormaster will require the immobilized vessel to shift. All charges associated with said shift shall be at the expense of the Master, owner, or agent. In order to accommodate such shifts, as well as potential emergency movements, an immobilized vessel shall have a sufficient number of crew onboard and also towing lines rigged on the offshore side of the immobilized vessel's bow and stern.

RULE 370: OBSTRUCTION OF NAVIGATION

No substance that will form an obstruction to navigation or become a nuisance shall be deposited in the waters of Port Canaveral.

RULE 375: SALVAGE OPERATION

Prior to the commencement of salvage operations, individuals and/or businesses desiring to perform salvage operations within the waters of Port Canaveral will be required to furnish CPA with a performance bond ensuring that the salvage operation will be performed expeditiously and to the satisfaction of federal, state, and local authorities. The Port Director is authorized to determine and fix the amount of the required performance bond on a case-by-case basis.

RULE 380: UNDERWATER DIVING OPERATIONS

Underwater diving operations are prohibited within the confines of Port Canaveral except when authorized by the Harbormaster. Those involved with an authorized dive operation must notify the Harbormaster immediately prior to commencing diving operations, as well as at the conclusion of diving operations. Additionally, those involved with an authorized dive operation must have personnel onsite at the dive site that will monitor VHF Channel 12, as well as display proper dive flags throughout the duration of the dive. Furthermore, authorized diving operations must comply with all standing U.S. Coast Guard policies and regulations.

For purposes of this Rule the confines of Port Canaveral are defined as including all water east of the Barge Canal Lock through the Jetties to the Atlantic Ocean.

This Rule does not apply to waters under the control of the United States Navy, United States Army Corps of Engineers, or to the U.S. Coast Guard.

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RULE 385: HOT WORK

Hot Work is prohibited on CPA wharves except when authorized by the Canaveral Fire Rescue. For information on obtaining a hot work permit, contact the Harbormaster Office.

SECTION 400 FACILITIES

RULE 400: ABANDONED CARGO

Any cargo on which charges have not been collected within ninety (90) days shall be considered abandoned cargo. CPA reserves the right to remove any or all such property to another part of the premises or remove it and place it in storage off of CPA premises at the risk and expense of the owner. CPA may retain possession of the property until all charges have been paid. In any instance, when the Port Director determines final abandonment of cargo, such cargo may be disposed of by CPA.

RULE 405: CLEANLINESS

All vessels, their owners or agents, and all other users of CPA property, facilities, or equipment, shall be held responsible for keeping CPA's property, facilities, and equipment in a clean and orderly manner to the satisfaction of CPA. CPA's property includes, but is not limited to, its berths, piers, adjacent aprons, and gutters, drains and drainage facilities, entryways, and roadways. Failure to comply with this requirement within twenty-four (24) hours of receipt of notice, will result in the user being charged five hundred dollars ($500.00) for each calendar day or portion thereof the property, facility or equipment is not cleaned. In addition to such charge, CPA reserves the right to do any required cleaning and charge the user the cost of such cleaning plus 20%.

RULE 410: DAMAGES TO PORT PROPERTY OR PROPERTY OF OTHERS

Users of CPA facilities shall be held responsible for all damage to property, facilities and equipment caused by them, their employees, agents, or contractors, or resulting from the use of CPA property and facilities. CPA's property includes, but is not limited to, its berths, piers, adjacent aprons, and gutters, drains and drainage facilities, entryways, roadways, and waterways. It is the responsibility of the users to immediately notify the Port Control and the Harbormaster of damages to property, facilities, or equipment caused by or arising out of their use and to confirm same in writing within three (3) working days.

Any damage caused by the vessel to the wharf or equipment for any reason shall be the responsibility of the master and the owner of the ship causing the damage. CPA shall be able to detain the ship until it has received a satisfactory guarantee for payment of the amount of the damage caused or a reasonable estimate thereof.

All repairs of damage to buildings, structures, equipment, etc. will meet current building and safety codes and shall be completed to CPA's satisfaction. CPA reserves the right to repair said damages and bill the user the cost of such repair plus 20%. Failure to notify the Port of any damage to the facilities will result in the user being charged the cost of such repairs plus 50%.

RULE 415: MAXIMUM LOAD / HEIGHT OF CRANE CARGO IN SHEDS ON WHARVES AND FACILITIES

CPA reserves the right to specify the maximum load that may be placed on its wharves and facilities, and the manner in which single heavy pieces shall be moved over said wharves and facilities and also reserves the right to specify the maximum height to which any commodity may be stacked or piled. A formal request for approval of such crane and heavy lift cargo movements shall be submitted to the Harbormaster Office and the Engineering Department a minimum of 2 business days in advance of said movement. Upon receipt of the request, an engineering analysis will be completed to determine if the wharves and facilities can support the weight of a crane lift, cargo, handling, or transport equipment, either individually or combined, CPA will

charge three hundred and ~~sixty~~ seventy dollars ($~~360.00~~370.00) for the engineering analysis, to either the crane operator, agent, stevedore, or tenant. Crane service companies must be permitted to conduct business at Port Canaveral per **Rule 1315** and carry insurance coverage in accordance with the Insurance Supplement, **Addendum A**.

RULE 420: SIGNS

Painting signs on structures belonging to CPA is prohibited without prior approval. Signs to be erected on the Port shall be furnished by the Port users and erected or placed by the user after the Port Director has approved the design material and size of said signs. All signs shall be uniform and are subject to CPA sign regulations.

RULE 425: VEHICLES ON FACILITIES

No owner or operator of any automobile, truck, trailer, or other vehicle may allow the vehicle to remain parked on any CPA secure or restricted facility for a period longer than is necessary for loading or unloading. Overnight parking is only authorized in approved commercial staging areas. Any vehicle in violation of this Rule may be towed at the owner's expense at cost plus 20%. CPA shall assume no responsibility for costs or damages associated with the removal and/or storage of unauthorized, improper, or illegally parked vehicles. Parking will be administered by code enforcement officers in accordance with CPA rules and regulations.

RULE 430: WHARF OBSTRUCTION

Stevedore's tools, appliances and equipment, vehicles, cranes or any other material or object, including cargo when not actively loading or unloading, will not be permitted to remain, or be stored on the aprons, wharves, wharf premises, driveways, roadways, or other locations that would hamper normal Port operations without prior approval of the Port Director. If removal is ordered and the removal order is not adhered to, within twenty-four (24) hours of receipt of notice, the user will be charged five hundred dollars ($500.00) for each calendar day or portion thereof until the facility is cleared. In addition to such charge, CPA reserves the right to remove such obstructions and store at the owner's expense at cost plus 20%.

SECTION 500 SECURITY, SAFETY, AND ENVIRONMENTAL

RULE 500: DISCHARGING / THROWING TRASH, REFUSE AND/OR GARBAGE INTO WATERWAYS

It shall be unlawful for any person, company or corporation to deposit, place or discharge into the waterways of Port Canaveral either directly or through private or public sewers, any sanitary sewage, garbage, dead animals, gaseous liquid or solid matter, petroleum product, calcium or carbide, trade waste, tar or refuse, ship engine exhaust scrubber washwater effluent discharge, or any other matter, which is capable of producing floating matter or scum on the surface of the water, sediment on the bottom of the waterways, turbid water within the water column, or the odors and gasses of putrefaction. In addition, all applicable federal, state, and local laws, rules, or regulations pertaining to air and water pollution shall be rigidly observed.

Vessels are permitted to utilize exhaust gas cleaning systems (EGCS") in a closed-loop mode within the waters of Port Canaveral. Vessels must place EGCS in closed-loop mode in advance of entering the harbor and in accordance with the system operating parameters in order to prevent the discharge of residuals and exhaust gases from Port Canaveral. The operation of open-loop EGCS is strictly prohibited.

Vessels discharging oil from bilges or tanks into the waters of Port Canaveral will be reported to the U.S. Coast Guard. All vessels, their owners or agents, and all other users of CPA facilities, shall be held responsible for any such discharges caused by them.

CPA reserves the right to undertake any assessment or corrective action deemed necessary or prudent to protect public health or property. The cost of assessment and corrective action plus 50% will be assessed to vessel causing such discharge.

RULE 505: EMERGENCIES

Anyone who becomes aware of an emergency within the jurisdictional boundaries of the Port should call 911 or notify the Port Control Center (see **Addendum C**) while taking such measures as may be appropriate.

In case of fire on board a vessel docked in Port or on the wharf at which the vessel is berthed, such vessel shall sound repeated long blasts of its whistle or siren, each blast to be from four (4) to six (6) seconds duration, to indicate a fire.

Vessel horns, whistles, or sirens serve as important navigational and safety devices. Such signaling devices should only be used in the event of emergencies and in the furtherance of safe navigation. Other unnecessary use of signaling devices (e.g., farewell goodbyes or use as entertainment) is prohibited outside of the following operating hours: 0800 – 1800.

RULE 510: EXPLOSIVES

Explosives and hazardous or highly inflammable commodities or material may be handled over or received on the wharves or other facilities of CPA by special arrangements with and at the option of the Port Director. Handling of such commodities or material shall be conducted in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations and approved by the Canaveral Fire Rescue and U.S. Coast Guard.

RULE 515: HAZARDOUS MATERIALS

All Port users/tenants will be held responsible for compliance with all applicable federal, state, and local laws, ordinances, rules and regulations regarding the transportation, storage, disposal, use and handling of hazardous materials. Any user/tenant transporting, storing, disposing, using, or handling hazardous material shall indemnify and hold CPA harmless from all damages, claims, and expenses including attorney fees resulting from the presence of such material at or near the Port Canaveral. No provision or rule relieves or limits the violators' liability for their own negligence.

RULE 520: INCLEMENT WEATHER

Port Canaveral is not a suitable refuge for either hurricanes or tropical storms. Port Canaveral is a port of significant national and regional importance, and efforts must be taken to mitigate damage which may be caused by a severe weather event. All Port Canaveral users must comply with storm preparation directives and evacuation orders given by CPA, the U.S. Coast Guard, Brevard County Sheriff's Office, and Canaveral Fire Rescue. For additional information refer to CPA's website at http:/www.portcanaveral.com/About/Severe-Weather-Awareness or contact Public Safety and Security, see **Addendum C**.

Vessels greater than 500 gross tons desiring to remain in the Port during a hurricane or tropical storm must request and receive permission from the CPA and U.S. Coast Guard Sector Jacksonville. CPA may require vessels greater than 500 gross tons that have been approved by the U.S. Coast Guard to remain in Port to shift berths for operational or safety reasons.

Vessels under 500 gross tons may not remain in Port, including in the waterways of marinas, and shall be promptly removed from the waters of the Port by the vessel owner(s), upon issuance of an evacuation order by CPA.

The CPA may issue penalties to vessel owners or operators for violations of this Rule in an amount not to exceed the amount prescribed in § 313.22(3), Florida Statutes. The owner or operator of any vessel that has not been removed from the waterway of the marina, pursuant to an order from CPA, after the hurricane watch has been issued, may be subject to a fine in an amount not exceeding three times the cost associated with removing the vessel from the waterway.

Additionally, all tenants and users of Port Canaveral wharves and facilities shall be responsible for adequately securing all cargo, materials, and equipment that may cause personal injury and/or property damage in the event of a hurricane, tropical storm, or any other severe weather event. In the event any cargo, materials, or equipment are not stored and secured in accordance with requirements issued by the CPA, the CPA may take appropriate measures to secure the items and charge the tenant or user at cost plus 20%.

The CPA assumes no responsibility or liability for any injury or damage to persons, property, cargo, materials, or equipment resulting from hurricanes, tropical storms, or other severe weather events.

RULE 525: LOITERING

Loitering in or around restricted areas of the CPA shall be prohibited. Unauthorized presence within a restricted area constitutes a breach of security.

RULE 530: MARPOL ANNEX V

All persons including vessel owners, agents, stevedores, truckers, chandlers, ship repairers, oil vendors, tenants of CPA and any public or private company entering CPA property shall comply with the U.S.C.G. (PL 100-220) MARPOL Annex V code regarding disposal of plastic, vegetable, and medical waste. Contact the Harbormaster~~CPA~~ forty-eight (48) hours in advance of vessel's arrival for list of A.P.H.I.S. approved reception facilities.

RULE 535: NO SMOKING

It shall be prohibited for any person to smoke or light any match upon Port wharves or in the immediate vicinity of vessels containing, loading, or discharging explosives or dangerous cargo and/or any other area where such is prohibited by CPA, Canaveral Fire Rescue, or the U.S. Coast Guard.

RULE 540: NUISANCE DISCHARGE CREATED BY VESSELS

Throughout the duration of a vessel's stay in Port Canaveral, it is prohibited to emit excessive smoke, perform incineration activities, blow tubes, or clean boilers and/or shipboard cargo tanks/holds, or otherwise create nuisance discharge. All necessary measures to prevent emitting excessive soot, ash, or dark smoke from engine exhaust and/or ancillary shipboard machinery shall be taken. Additionally, the discharge into Canaveral harbor of black or gray water, or ballast water, unless such ballast water has been treated using an approved, properly functioning on board ballast water treatment system is prohibited. The vessel owner/operator and/or its local agent shall be held as the responsible party for any violation of this Rule. Nuisance discharge notifications shall be directed to both the Harbormaster and the Environmental Department, see **Addendum C**. Any nuisance discharge notifications received by the Harbormaster Office and the Environmental Department will be investigated in order to inform or, when necessary, issue warnings to a vessel and/or its local agent for any violation(s), and/or reporting to appropriate regulatory authority.

RULE 545: REGULATED AND HAZARDOUS SUBSTANCE SPILL RESPONSE READINESS

All companies and governmental entities transporting and handling petroleum-based fluids within Port Canaveral, or over any wharf or bulkhead must provide a current Discharge Prevention and Response Certificate as required by § 376.065, Florida Statutes, and demonstrate the number of trained personnel and containment and recovery equipment, as required by a response, and as identified in the Federal Pollution

Act of 1990, is adequate for the performance of their respective Port operations. Should such companies or entities utilize its membership in the Port Canaveral-Brevard County Spillage Cleanup Committee, Inc. to demonstrate compliance for any part of these requirements, such membership must be maintained in good standing. Contact the Environmental Department (see **Addendum C)**. Each company or entity must also have insurance coverage based upon the circumstances of response in accordance with the Insurance Supplement, **Addendum A**.

In the event of any regulated or hazardous substance being released or discharged on, under, or within CPA's facilities or into the waterways of Port Canaveral, the vessel, its owner(s) or agent(s), or the user(s) of CPA facilities shall be held responsible for any such release or discharge caused by them. The responsible party shall immediately follow notification procedures in accordance with **Rule 505,** in addition to notifying all regulatory agencies requiring notification. The responsible party, at its sole expense, also shall immediately take all necessary remedial mitigation and clean-up actions in accordance with applicable federal, state, and local laws, rules, and regulations. Any regulated or hazardous substance entering or having the potential to enter navigable waters must be reported immediately to the U.S. Coast Guard National Response Center (NRC). The phone number for the NRC is: 1 (800) 424-8802. CPA reserves the right to undertake any assessment or corrective action deemed necessary or prudent to protect public health or property. The cost of assessment and corrective action plus 50% will be assessed to the responsible party causing the release or discharge.

RULE 547: VESSEL HULL CLEANING AND MAINTENANCE OPERATIONS

Vessel hull cleaning or maintenance operations, including sandblasting or painting, while docked at Port Canaveral is prohibited without prior written approval from the Environmental Department. Any vessel, agent, person, or company desiring to perform such activities shall make a request for authorization in writing to both the Harbormaster and the Environmental Department (see **Addendum C**). The request is to be sent a minimum of forty-eight (48) hours prior to the desired commencement and shall contain the following: a detailed description of the activities to be performed; the vessel's biocide-free anti-fouling coating certificate(s); and the materials and protection measures to be used. The following are strictly prohibited in the Port Canaveral harbor: 1) ~~the performance of~~ hull cleaning and maintenance operations on a vessel which utilizes a biocide containing anti-fouling coating; ~~and~~ 2) chipping, scaling, or otherwise removing paint from a vessel hull into the waterway~~s~~; and 3) hull and deck washing with any product other than fresh water that is rinsed into or capable of entering the waterbody.~~.~~

RULE 550: REMOVAL OF WASTE AND CONTAMINATED OILS

Contact the Harbormaster Office for a list of companies to contact for such service.

RULE 555: RESTRICTED ACCESS AREAS AND SECURE / NO TRESPASS ZONES

CPA has designated secure and restricted areas within the Port in accordance with Florida Statute § 311.12. These areas shall be clearly marked and indicate that unauthorized access is prohibited and constitutes a breach of security. In addition, security zones are established 100 yards around all tank vessels, cruise ships, and military pre-positioned ships within the Port jurisdictional area and shall be enforced in accordance with the provisions of Florida Statute § 327.461.

RULE 560: RESTRICTIONS REGARDING WASTE DISPOSAL PRACTICES FOR PASSENGER VESSELS

All passenger vessels operating from, or calling on, Port Canaveral are expected to abide by the waste disposal guidelines within the Cruise Industry Waste Management Policy outlined in the Memorandum of Understanding (MOU) between the International Council of Cruise Lines (ICCL) [now known as the Cruise Lines International Association (CLIA)], Florida-Caribbean Cruise Association (FCCA) and the Florida Department of

Environmental Protection (FDEP) as subsequently amended and any other applicable international, federal, state and local environmental regulations. The MOU is available on the FDEP website (see https://floridadep.gov/sites/default/files/cruiselineMOU12-06-01.pdf). Waste disposal guidelines are available on the Cruise Lines International Association (CLIA) website.

RULE 565: SECURITY DISTANCES BETWEEN VESSELS

Security zones are established 100 yards around all tank vessels, cruise ships, and military ships while the vessels are within the jurisdictional waters of the CPA. Entry into these zones is prohibited except as authorized by the U.S. Coast Guard. Security zones shall be in effect whether the vessel is in transit or at berth.

RULE 570: SECURITY SERVICES

In accordance with the Maritime Transportation Act ("MTSA"), the CPA may require Port Tenants, clients, and users to provide security services to monitor cargo or other property under their care, control, or management. This shall include, but not be limited to, all cargo and properties encompassed by a tenant leasehold or site-specific facility security plan ("FSP").

Port Tenants, clients, or users who are regulated by the U.S. Coast Guard under the purview of a site-specific FSP shall be wholly responsible for establishing terminal security services in accordance with the provisions of their site-specific plan.

In the event a user does not have an approved FSP, or their site-specific plan is not approved by the CPA Facility Security Officer, they may request permission to use the Port's FSP. If permission is granted, the user shall comply with all provisions of the regulations and procedures set forth in the Port's FSP. The user of the Port's FSP is responsible for Terminal Security Services in accordance with **Rule 571.**

CPA reserves the right to charge the user any administrative or civil penalty, fee, or fine assessed due to failure of the user to comply with the provisions of the MTSA and/or the Port's approved FSP. This charge shall include the actual cost, including any legal fees associated therewith, plus 20%.

Organizers of a special event or any activity for which there is an anticipated or actual need for enhanced or specialized security services shall be required to provide adequate security services, as determined by CPA, for the duration of such event or activity, and at the organizer's sole cost and expense. CPA reserves the right to charge the organizer for providing such enhanced or specialized security services, in the event adequate security services are not provided by the organizer, as determined by CPA.

Security services required by this Rule shall be provided by a contract provider of security services permitted by the CPA per **Rule 1315**. Such services shall be in accordance with the requirements of Chapter 493 of the Florida Statutes as amended. In addition, security services shall carry insurance coverage in accordance with the Insurance Supplement, **Addendum A**.

RULE 571: TERMINAL SECURITY SERVICES

When required by the Port's U.S. Coast Guard approved FSP, terminal security shall be provided by a contract provider of security services permitted by the CPA per **Rule 1315**. Requests for Terminal Security Services require a minimum of forty-eight (48) hours' notice to the CPA Harbormaster and Public Safety and Security Department. Services requested with less than twenty-four (24) hours' notice will be charged at the Weekend/Holiday rate.

Description	Hourly Rate
Normal Business / Meal Hours	$34.00
Weekends and Holidays	$45.00

NOTE: . Terminal Security Services will be billed at a minimum of four (4) hours per guard and are subject to applicable taxes. Guard requirements will be dependent upon assigned berth.

Cancellation with less than twenty-four (24) hours' notice will result in a charge of four (4) hours at the applicable hourly rate.

RULE 572: SECURITY SURCHARGE

A surcharge will be billed to offset cost of compliance with federal, state, and local security regulations and laws in the amount of 3% of total dockage charged for all vessels berthing at CPA maintained facilities with an LOA over 100 feet (excluding cruise/passenger vessels). This surcharge will be assessed in addition to all other fees within the Tariff.

RULE 573: MARINE STANDBY FIRE PROTECTION FOR LNG TRANSFER

Canaveral Fire Rescue is required to be on marine standby during all liquefied natural gas (LNG) transfer operations including, but not limited to, delivering LNG across the wharf and vessel bunkers. The following marine standby charges shall be for LNG delivered across the wharf and vessel bunkers:

Description	Hourly Rate
Marine Standby Fire Protection	$~~175.00~~185.00

Requests for all LNG operations must be made to the CPA Harbormaster, CPA Public Safety and Security Department and Canaveral Fire Rescue at least seventy-two (72) hours in advance of the intended operations. In the event of cancellation, a notice of less than forty-eight (48) hours will result in a charge of four (4) hours of Marine Standby Fire Protection.

RULE 574: TWIC ESCORT FEES

CPA reserves the right to require and provide escort services for non-TWIC holders with approved business purposes on Port property within the Port's designated secure and restricted areas. The CPA's Director of Public Safety and Security, or designee, is authorized to consider individual cases which do not compromise the intent of this Rule, violate federal or state laws, or increase safety and security risks. The authorized TWIC escort must continuously remain side by side with the non-TWIC holder in a manner sufficient to observe the activities in which the escorted access was granted. See **Addendum C** for contact information. Reference **Rule 200** for the Port's recognized working hours.

Description	Hourly Rate
Normal Business Hours	$50.00
Weekends and Holidays	$75.00

RULE 575: SOLICITATION

It shall be unlawful for any person to solicit or carry on any business on CPA property without first obtaining authorization from the Port Director and will be subject to having required occupational licenses.

RULE 577: UNMANNED SYSTEMS (DRONES)

Port Canaveral is designated as a critical infrastructure facility as defined in §330.41, Florida Statutes. It is a felony of the third degree to knowingly or willfully operate a drone over the lands or waterways of Port Canaveral, allow a drone to make contact with or come within a distance close enough to interfere with the operations or cause a disturbance to the Port, without the prior written consent of the CPA or unless otherwise exempt. *See* §330.41(4), Florida Statutes. Operation of a watercraft drone in the waters of Port Canaveral is also prohibited without prior written consent of the CPA. Requests for authorization must be made to the CPA's Public Safety and Security Department (See **Addendum C**) at least 48 hours in advance of the intended operation. Persons found in violation may be subject to trespass from CPA property.

SECTION 600 DOCKAGE: RULES AND RATES

RULE 600: BASIS OF CHARGE

Dockage shall be based on the length overall of the vessel or the highest gross registered tonnage. Length overall is the linear distance as expressed in feet of the extreme length of the vessel. Lloyd's Register of Shipping shall be used to determine the vessel's LOA or GRT. If vessel is not in Lloyd's registry, then the vessel will be required to show a Certificate of Registry. However, the CPA reserves the right to admeasure any vessel when deemed necessary and use such admeasurements as the basis for dockage.

RULE 605: DURATION OF CHARGE

Dockage is calculated per twenty-four (24) hour period and begins when a vessel is secured to a wharf, pier, bulkhead structure or alongside another vessel so berthed and each 24 hours or portion thereof constitutes as an additional day's dockage. Dockage is based on straight running time and shifting from one adjoining berth to another shall not interrupt the straight running time.

RULE 610: DOCKAGE CHARGES EXCEPT GOVERNMENT AND CRUISE VESSELS

~~Over~~	~~But not more than~~	~~Charge per 24-hour day per LOA, in feet~~
~~0~~	~~300~~	~~$3.58~~
~~301~~	~~325~~	~~$4.73~~
~~326~~	~~350~~	~~$5.10~~
~~351~~	~~375~~	~~$5.56~~
~~376~~	~~400~~	~~$5.82~~
~~401~~	~~425~~	~~$6.34~~
~~426~~	~~450~~	~~$6.92~~
~~451~~	~~475~~	~~$7.63~~
~~476~~	~~500~~	~~$7.95~~
~~501~~	~~525~~	~~$8.52~~
~~526~~	~~550~~	~~$8.86~~

~~Over~~	~~But not more than~~	~~Charge per 24-hour day per LOA, in feet~~
~~551~~	~~575~~	~~$9.66~~
~~576~~	~~600~~	~~$10.32~~
~~601~~	~~625~~	~~$11.63~~
~~626~~	~~650~~	~~$12.09~~
~~651~~	~~675~~	~~$12.42~~
~~676~~	~~700~~	~~$12.99~~
~~701~~	~~725~~	~~$13.33~~
~~726~~	~~750~~	~~$13.71~~
~~751~~	~~775~~	~~$13.96~~
~~776~~	~~800~~	~~$14.76~~
~~801~~	~~& Over~~	~~$15.81~~

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Over	But not more than	Charge per 24-hour day per LOA, in feet
0	300	$3.64
301	350	$5.17
351	400	$5.91
401	450	$7.02
451	500	$8.07
501	550	$8.99
551	600	$10.47
601	650	$12.27
651	700	$13.18
701	750	$13.92
751	800	$14.98
801	& Over	$16.05

RULE 615: DOCKAGE CHARGES GOVERNMENT VESSELS

For U.S. Government owned public vessels regularly based, visiting and/or operating from Port Canaveral and in Port either frequently or infrequently:

Per gross registered tonnage, per 24-hour day or fraction thereof	$0.~~38~~39
U.S. Navy vessels or foreign naval vessels making infrequent visits of short duration for recreation or open house, will be on a space available basis with prior written approval	NO CHARGE

Government vessels not engaged in commerce may be granted an exemption or reduction in rates at the discretion of the Port Director.

RULE 620: DOCKAGE CHARGES CRUISE VESSELS

Dockage charges for cruise vessels are provided in the table below. The minimum dockage charge for multiday cruise vessels is ~~$7,000.00~~ $7,500.00.

Per gross registered tonnage, per 24-hour day or fraction thereof	$~~0.3234~~0.3557

620.1 One (1) Day Gaming Vessels

One (1) day gaming vessels homeported at Port Canaveral with 200 or more sailings per year	$~~1.25~~1.29 per 24-hour day per LOA, in feet

RULE 625: DOCKAGE CHARGES BUNKERING

All vessels calling at Port Canaveral for the purpose of bunkering only and remaining on berth for less than twenty-four (24) hours will be charged dockage at 75% of the current Tariff rate or the minimum dockage rate, whichever is greater.

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RULE 630: DOCKAGE FOR TUG AND BARGE BUNKERING

Tugs and barges engaged in bunkering only for cruise and cargo vessels will be charged dockage at 75% of the current Tariff rate or the minimum dockage rate, whichever is greater.

RULE 635: COMMERCIAL LAYBERTH

Upon application to and acceptance by the Port Director for a layberth rate, and subject to availability of a suitable berth, vessels that are in Port for reasons other than for cargo or cruise operation:

Days 1-7 will be charged dockage at a rate of 100% of the current Tariff rate.
Days 8-30 will be charged dockage at a rate of 75% of the current Tariff rate.

Requests for layberth must be submitted to the Port Director by the ship agent, in writing, within seventy-two (72) hours of the vessel's departure from Port Canaveral. Vessel lay-up in excess of thirty (30) days shall be by contract only.

RULE 640: CRUISE REFURBISHMENT

Upon application to and accepted by the Port Director and subject to availability of a suitable berth, cruise vessels in Port for refurbishment prior to commencement of or resuming cruise operations from Port Canaveral will be charged dockage at the rate of 75% of the current Tariff rate unless expressly waived in whole or in part by the Port Director.

RULE 645: MINIMUM DOCKAGE EXCEPT CRUISE VESSELS

Except as provided in **Rule 620**, the minimum dockage invoice will be as follows:

Per 24-hour day or fraction thereof	$~~365.51~~376.48

RULE 650: DOCKAGE FOR UNAUTHORIZED BERTHING

Any vessel berthed in an unauthorized manner or shifted without approval of CPA shall be subject to dockage in an amount equal to twice the current Tariff rate.

The Port Director may issue a written exemption to this Rule, and may impose further restrictions, up to and including banning vessel docking, berthing, or mooring for safety, security, environmental or severe weather conditions that threaten the Port's infrastructure, commerce, or the navigational channel. Violations will be subject to penalties and will be enforced by appropriate authorities and the Harbormaster.

SECTION 700 WHARFAGE: RULES AND RATES

RULE 700: BASIS OF CHARGE

Wharfage shall be based on the cargo type and rates provided below. Unless otherwise noted, fractional tons will be used when calculating wharfage. For example, if the manifest indicates 2,500 pounds, wharfage rates will be computed at 1.25 tons.

Where wharfage is denoted as weight or measurement (W/M), rates shall be charged on the basis of weight (per ton) or measurement (per 40 cubic feet), whichever produces the greater revenue. The number of cubic feet in the measure is determined using the number of cubic feet which could be contained within the largest 6-sided box (having all right angles) required to contain the cargo had the cargo been shipped in such a rectangular box.

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RULE 705: CARGO WHARFAGE

Cargo Type	Charge	Rate Type
All Items not otherwise specified (NOS)	$3.71	W/M
Aluminum, ingots, or billets	$2.59	Per ton
Automobiles and Motorcycles, New	$6.14	Per unit
Automobiles and Motorcycles, Used	$7.70	Per unit
Bananas/plantains	$1.88	Per ton
Bulk, dry, NOS	$1.00	Per ton
Bunkers, Liquefied Natural Gas (LNG) via pipeline, barge or truck	$0.58	CBM
Bunkers, petroleum via pipeline, barge or truck	$0.18	Per BBL
Citrus pellets	$0.55	Per ton
Containers/Empty	$2.46	Per unit
Containers/Loaded	$34.75	Per unit
Dry cargo, bagged and palletized, for use by the construction industry	$2.20	Per ton
Dry cargo in supersacks	$1.81	Per ton
Fresh fruit, vegetables, NOS	$2.70	Per ton
Gypsum drywall	$2.36	Per ton
Hardboard, plywood, veneers, fence, posts, logs-finished/unfinished, processed, unprocessed	$3.05	Per ton
Juices, including concentrates and single-strength, and related products	$2.31	Per ton
Kraft liner board, knockdown boxes/cartons/fiberboard, wood-pulp (baled/rolled)	$2.23	Per ton
Liquefied Natural Gas (LNG)	$0.59	CBM
Lumber-finished/unfinished, processed/unprocessed per 1,000 board feet	$3.08	Per MBF
Machinery, manufactured equipment or parts, NOS	$8.71	W/M
Meat, poultry, fish, fresh or frozen	$2.95	Per ton
Newsprint or paper products, NOS	$2.77	Per ton
Petroleum, petroleum by products loaded or unloaded through pipeline	$0.18	Per BBL
Pumice	$1.14	Per ton
Recycled bins, empty, used for the transportation of juice and related products	No charge	
Salt	$1.36	Per ton
Sand and sand products	$1.12	Per ton
Steel and Iron products, NOS	$2.38	W/M
Steel and Iron, reinforced or rebar	$2.70	W/M
Trucks, buses, tractors, trailers, road building equipment, oil/water drilling equipment (new or used)	$27.36	Per unit
Wastepaper/corrugated medium, old newspapers, white/color paper, envelopes/cloth/fabric/ clothes (compressed bundles or bales)	$2.57	Per ton

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Cargo Type	Charge	Rate Type
Yachts & Boats, up to 25' LOA	$1.35	Per foot
Yachts & Boats, greater than 25' LOA	$2.07	Per foot
Other commodities and volume discounts	By Contract	

NOTE: Any cargo loaded in vehicles/trailers are subject to separate wharfage charges and must be listed separately with separate weights, on manifests or cargo reports.

RULE 710: DELIVERY OF BUNKERS/PETROLEUM PRODUCTS BY BARGE/TRUCK

Vessel bunkers arriving by barge or truck and delivering bunkers to vessels moored to any CPA wharf or bulkhead will be charged the bunkers wharfage as specified in **Rule 705**. Failure to report delivery of bunkers/petroleum products will result in the following charges: Wharfage cost owed plus 20% inclusive of administrative fees and investigation costs.

RULE 715: PASSENGER WHARFAGE

Passenger wharfage charges are provided in the table below. The minimum passenger wharfage charge for multiday cruise vessels is ~~$7,000.00.~~ $7,500.00.

For ships engaged in multiday cruises:	
Passengers embarking from shore to ship (including security charge), per person	~~$14.28~~$14.85
Passengers disembarking from ship to shore (including security charge), per person	~~$14.28~~$14.85

For visiting cruise ships, not homeported at Port Canaveral:	
Passengers in transit (including security charge), per person	~~$14.28~~$14.85

NOTE: Steamship Company officials riding on their own vessels shall be exempt from passenger wharfage charges.

RULE 720: MINIMUM WHARFAGE EXCEPT CRUISE VESSELS

Except as provided in **Rule 715**, unless otherwise specified in individual items, the minimum for any one shipment will be as follows:

Wharfage	$~~77.43~~79.75

RULE 725: SHIP'S STORES

No charge for wharfage will be made on ship's stores.

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SECTION 800 STORAGE: RULES AND RATES

RULE 800: OVERFLOW PROPERTY RENTAL

Upon written approval by CPA, permitted stevedores, steamship agents and existing tenants may use overflow property for the purpose of marshaling and processing containers, break-bulk and other types of cargoes in connection with the loading and/or unloading of vessels. Overflow property may be used for a minimum period of fifteen (15) days to a maximum period of ninety (90) days. Minimum overflow property size is ½ acre. Such use shall be at the rates provided below and is subject to availability of space and approval of cargo types and volumes. Applications must be made at least two (2) business days in advance of the requested time period. Applications, protocols, and a listing of available locations are available from Business Development.

Property Type	Per 30-Day Period, Per Acre
Unimproved Property	~~$1,850.00~~$2,000.00
Semi-improved Property (Gravel)	~~$2,300.00~~$2,500.00
Improved (Paved)	~~$3,185.00~~$3,500.00

NOTE: Property Rental is subject to applicable taxes.

Use of overflow property may be immediately terminated if the Port Director determines, in his/her sole discretion, that the occupancy or use is in violation of any provision of this Tariff. Users must vacate overflow property (including all cargo, equipment, and other property) before expiration of the approved use period and are subject to charges in Rule 405 for failure to return the property in a clean condition. Users will be responsible for paying double the listed rates for failure to timely vacate the property in accordance with a termination notice issued under this Rule or upon expiration of the approved use period.

RULE 820: NON-SHIPMENT BY WATER

Cargo delivered on the Port and not loaded on a vessel berthed at Port Canaveral and subsequently moved inland from the Port is subject to wharfage (**Section 700**). Failure to report will result in the following charges: wharfage cost owed plus an amount equal to 20% for administrative fees.

SECTION 900 CRANE RENTAL: RULES AND RATES

RULE 900: CRANE RENTALS

The CPA reserves the right to provide either directly or pre-authorized (permitted) crane(s) for stevedoring operations throughout all Port facilities. As such, and when the CPA is in the position to provide adequate crane(s) for a specific operation, the CPA reserves the right to restrict the use of privately owned and operated cranes on Port facilities, except when granted permission by the Port Director or designee. When granted permission by the Port Director, or designee, for a private crane to operate on Port facilities, reference **Rule 415**.

RULE 901: CPA CRANE DESCRIPTIONS

Crane Description	
CPA 10	Mobile Harbor Crane / North Cargo Berths
CPA 11	Mobile Harbor Crane / North Cargo Berths
CPA 12	Mobile Harbor Crane / North Cargo Berths

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CPA 10, 11 and 12 are Liebherr, LHM 600, Mobile Harbor Cranes with a certified max lift capacity on rope of 154 metric tons, an 18-container reach and capable of handling bulk cargoes. For additional information, contact Cargo Operations, see **Addendum C**.

RULE 902: CPA CRANE RENTAL FEE

Monday through Friday, 0800 – 1200 and 1300 – 1700 (Subject to a M~~m~~inimum of 4 hours):

Equipment Type	Hourly Rate
Mobile Harbor Crane ~~(MHC)~~ Standby Time	$ ~~420.00~~441.00
Mobile Harbor Crane ~~(MHC)~~	$ ~~735.00~~772.00
Mobilization / Demobilization (1 hour each)	$ ~~365.00~~383.00

Monday through Friday, 1701 – 0759, meal hour and Saturdays, Sundays, and holidays (Subject to a M~~m~~inimum of 4 hours):

Equipment Type	Hourly Rate
Mobile Harbor Crane ~~(MHC)~~ Standby Time	$ ~~470.00~~494.00
Mobile Harbor Crane ~~(MHC)~~	$ ~~785.00~~825.00

NOTE: Above rates include CPA certified Operator and Technical Crew.

RULE 903: CPA CRANE RENTAL REQUESTS / CANCELLATIONS

REQUESTS

Request for use of CPA Crane(s) shall be made no later than 1400 hours on the business day prior to the intended use. Requests for use on weekends or Mondays must be made on the prior business day by 1400 hours. Contact Cargo Operations for all crane requests.

CANCELLATIONS

Requests to modify or cancel reservations may be made by providing four (4) hour notice to CPA Cargo Operations. If sufficient notice is not provided, the party making the rental arrangement shall be subject to a charge of two (2) hours for standby time.

SECTION 1000 RESERVED

SECTION 1100 MISCELLANEOUS: RULES AND RATES

RULE 1100: CARGO / MILITARY LINE HANDLING

Only CPA employees shall be permitted on all wharves, berths and piers owned by CPA for the purposes of handling lines. However, for the purpose of safety and security reasons, active-duty military personnel will

be permitted to handle the lines of any U.S. Navy or U.S. Coast Guard vessel. Lloyd's Register shall be used in determining the gross registered tonnage (GRT) of the vessel.

It is the responsibility of the Agent of Record to notify CPA two (2) hours prior to vessel arrival, shift, departure and/or cancellation for the purpose of line handling. In the event of a cancellation less than two (2) hours prior to departure, the Agent of Record shall be subject to a charge of one (1) hour for standby time.
When CPA is requested, or required to perform the service of handling lines, a charge shall be assessed as follows:

Cargo/Military Vessels docking or undocking Monday through Friday, from 0800 to 1200 and 1300 to 1700:

GRT	Charge per Movement
0 – 4,000	$~~250.00~~257.00
4,001 – 14,999	$~~425.00~~438.00
15,000 - Over	$~~515.00~~530.00

Cargo/Military Vessels docking or undocking Monday through Friday, 1701 to 0759, meal hour and Saturdays, Sundays, and Holidays:

GRT	Charge per Movement
0 – 4,000	$~~350.00~~361.00
4,001 – 14,999	$~~650.00~~670.00
15,000 - Over	$~~775.00~~798.00

NOTE: Vessels utilizing steel cables for mooring will be charged an additional 10% over current line handling rates.

Miscellaneous Line Handling Fees	Charge per Movement
Standby Time, regardless of time of day, per hour	$~~294.04~~300.00
For use of vehicle tying up	$~~78.92~~81.00

NOTE: Standby time shall be charged beginning 60 minutes after the original scheduled time for arrival, departure, or shift.

RULE 1105: CRUISE VESSEL LINE HANDLING

Only CPA employees shall be permitted on all wharves, berths and piers owned by CPA for the purposes of handling lines. Lloyd's Register shall be used in determining the ~~length overall~~ gross registered tonnage (GRT) of a vessel. It is the responsibility of the Agent of Record to notify the CPA two (2) hours prior to vessel arrival, shift, departure and/or cancellation for the purpose of line handling. As shown in the tables below, homeported cruise vessels will be billed at 75% of the current Tariff rates. If the vessel fails to meet the minimum definition of Rule, the full rate will be assessed retroactively.

When the Port is requested, or required to perform the service of handling lines, a charge shall be assessed as follows:

Cruise Vessel Line Handling Fees	Non-Homeport Charge per movement	Homeported Charge per movement
Vessels docking or undocking Monday through Friday, from 0800 to 1200 and 1300 to 1700	~~$1,048.67~~$1,080.13	~~$786.50~~$810.11
Vessels docking or undocking Monday through Friday, from 1701 to 0759, meal hour, Saturdays, Sundays, and Holidays	~~$1,577.06~~$1,624.37	~~$1,182.80~~$1,218.29

Miscellaneous Line Handling Fees	Non-Homeport Rate	Homeport Rate
Standby Time, regardless of time of day, per hour	$~~311.34~~320.68	$~~233.51~~240.52
For use of vehicle tying up	$~~83.55~~86.06	$~~62.66~~64.54

RULE 1110: HARBORMASTER FEES

Harbormaster fees will be assessed against all commercial vessels entering the main ship channel and bound for loading, unloading, or berthing at commercial piers unless otherwise provided by lease or contract. Vessels shifting to non-adjoining berths will be charged as a new voyage and subject to additional Harbormaster fees unless at the direction of the Harbormaster.

Vessels up to 2,000 gross registered tons	~~$228.00~~$234.00
Over 2000 gross registered tons	~~$355.00~~$366.00
Passenger vessels making daily cruises	~~$54.00~~$56.00

RULE 1115: FRESH WATER

Charges for fresh water delivered to vessels or used at piers or wharves, shall be metered over the duration of dockage and assessed as follows:

For vessels other than homeported cruise ships, per ton (240 gallons)	~~$2.93~~$3.02
For homeported cruise ships, per ton (240 gallons)	~~$2.43~~$2.50
The minimum invoice for freshwater charges per vessel shall be	~~$35.84~~$36.92
Hookup fee	~~$80.00~~$82.00
Overtime Hookup fee	~~$119.00~~$122.00
Water fitting not returned, each (Non-Refundable)	~~$178.00~~$181.00

NOTE: Water usage will be rounded to the tens of gallons for all meters six inches and larger before conversion to tons.

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RULE 1120: MEDICAL EMERGENCY VESSEL CALL

Any medical emergencies will be charged one (1) line handling fee and one (1) harbormaster fee if less than one (1) hour stay.

RULE 1125: AUTOMOBILE PARKING FEES

Port Canaveral has designated areas for parking privately-owned vehicles at cruise ship facilities with rates as follows:

Parking, per day (includes arrival and date of departure)	$20.00
Oversize Vehicle Parking, per day (includes arrival and date of departure)	$40.00

NOTE: Parking Fees are subject to applicable taxes.

CPA reserves the right to charge rates other than those above for premium or preferred parking, incentives, prepaid parking, crew parking or vendor parking.

RULE 1130: TERMINAL USE FEE

CPA reserves the right to assess a terminal use fee when deemed necessary. Among the determining factors when assessing this fee will be the extraordinary nature and/or value of cargo, the dimensions and/or weight of the cargo, and the measures required to ensure transit through the terminals with minimal disruption of other terminal operations. CPA will advise the affected parties of this fee prior to the cargo transiting its terminal, including an estimate of the monetary amount to be assessed. This fee will be in addition to all other charges assessed by CPA, unless CPA decides otherwise.

RULE 1135: PUBLIC HEALTH AND SAFETY FEE

A fee will be billed to offset cost of compliance with federal, state, and local public health and safety requirements and recommendations. This fee will be assessed in addition to all other fees within the Tariff.

For ships engaged in multiday cruises:	
Revenue passengers embarking from shore to ship, per person	$1.00
Revenue passengers disembarking from ship to shore, per person	$1.00

For visiting cruise ships, not homeported at Port Canaveral:	
Revenue passengers in transit, per person	$1.00

SECTION 1200 FINANCE: RULES AND RATES

RULE 1200: ACCESS TO RECORDS

All vessels, their owners or agents, and all other users of the waterways and facilities shall be required to permit access to manifests of cargo, passenger, railroad documents and all other documents requested by the Port Director, for the purpose of audit for ascertaining the correctness of reports filed or for securing necessary data to permit correct estimate of charges.

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RULE 1205: PAYMENT OF BILLS

All charges under this Tariff are due as they accrue and are payable upon presentation of invoices payable in U.S. funds only. The CPA reserves the right, in any event of delay or failure to pay invoices as presented, to demand payment of charges in advance before further services will be performed or facilities used or before freight, upon which charges have accrued will be delivered.

The CPA does not recognize the numerous shippers and consignees and cannot attempt to collect or assist in collecting wharfage and similar bills, which may be passed on to the shippers and consignees by the vessel, its owners, or agents, and said bills must be paid when presented regardless of when the vessel, its owners or agents are reimbursed.

The CPA reserves the right to estimate and collect all charges in advance which may accrue against a vessel, its owners, or agents, or against the cargo loaded or discharged by a vessel, or from other users of the facilities. Use of the facilities may be denied until such advance payments or deposits are made.

Steamship Agents are responsible for collection and payment of all charges to the Port Authority unless application and approval for direct billing has been authorized by the Finance Department.

All vessels landing goods on the wharves or piers, or receiving goods by pipeline, or delivering or receiving goods from vessels while said vessels are berthed at a wharf, dock, or pier on the waterways, thereby contract to pay and are responsible for the wharfage charges on such goods at the rates provided herein.

Charges for the handling of non-containerized Cargo, hire of equipment, cleaning and/or repairing of containers, provision of equipment interchange reports or any other service which is not mentioned in the Tariff shall be provided on request. The Carrier shall contact the Port Authority or applicable terminal operator directly to avail all the Marine Services.

RULE 1206 ACCEPTED METHODS OF PAYMENT; CONVENIENCE FEE

CPA accepts the following methods of payment: Check, Money Order, Cashier's Check, Electronic Funds Transfer (ACH), Bank Wire, Debit Cards, and Credit Cards (Mastercard, Visa, or American Express). Payments made with a Credit Card are subject to a 2.45% convenience fee.

RULE 1207: DIRECT BILLING

Charges under the Tariff will be billed and collected in accordance with **Rule 1205**. CPA will consider a request from an operator or user of Port facilities that desire direct billing. The operator or user will complete a written application to the Finance Department that includes a demonstration of financial responsibility. Applicants may be required to post and maintain indemnity bonds or other acceptable financial security up to their maximum annual liability as determined by the CPA pursuant to **Rule 1300**. The CPA reserves the right to suspend or cancel authorization for direct billing previously granted to operators or users who violate any provision of this Tariff.

RULE 1210: UNPAID CHARGES

All bills unpaid on the 30th calendar day following the day on which the invoice was issued, or the debt was due are delinquent. Delinquent accounts shall incur (as liquidated damages) a late charge of one and one-half percent (1-1/2%) for each month, eighteen percent (18%) per year, simple interest, on any portion of said bill which remains delinquent.

RULE 1215: VIOLATIONS AND DELINQUENT LIST

In addition to the other remedies provided by the rules and regulations of the CPA for violation of these Tariff terms and conditions, the carrier, vessel, owner, shipper, receiver, agent and/or other user who shall violate any of the terms and conditions of this Tariff or who shall fail to pay any bills hereunder when presented, shall be placed on a delinquent list. Any accounts with an outstanding balance over sixty (60) days will receive a cash basis letter, and those accounts will remain on a cash basis for all future activity until their account is within sixty (60) days. If an account receives more than three (3) cash basis letters within a twelve (12) month period, it will become necessary for that account to post a bond as set forth in this Tariff and will continue to carry a bond for twelve (12) months from the date of the third cash basis letter. If an account on cash basis fails to comply with the above, they will be denied the use of Port facilities by the CPA until such violation is corrected or until said charges due are paid, as the case may be.

Nothing herein shall act to preclude the CPA from exercising any and all of its legal remedies at any time to recover accounts or monies due.

RULE 1220: RETURNED CHECKS OR INSUFFICENT FUNDS SERVICE CHARGE

Unless otherwise provided by law, a payment instrument (i.e., check, draft, order of payment, debit card order, or electronic funds transfer) returned or dishonored for any reason will incur a service charge of $25 if the face value does not exceed $50; $30 if the face value is more than $50 but does not exceed $300; $40 if the face value exceeds $300; or five percent (5%) of the face value of the payment instrument, whichever is greater.

SECTION 1300 BUSINESS PERMITS AND INSURANCE: RULES AND RATES

RULE 1300: POSTING OF FINANCIAL SECURITY

CPA may require all Port users to post financial security while doing business in Port Canaveral. Users may be given the option of posting an indemnity bond, a cash deposit, or an irrevocable letter of credit enforceable in the United States, collectable in US Dollars, drawn on a bank that is subject to the regulatory and enforcement authority of state and/or federal regulatory authorities, and subject to review and approval by the Finance Department.

All indemnity and payment bonds or letters of credit required to be obtained pursuant to this Tariff shall protect CPA from and against all losses, costs, damages, expenses or injury incurred and sustained by CPA due to: (a) failure of the user to pay to CPA, when due, any and all Tariff or other charges that have accrued at Port Canaveral (whether relating to the furnishing of services or materials to the user, its principals, agents, servants, or employees; or, due to injury to property of Port Canaveral; or, stemming from the use of Port Canaveral and its facilities by the user, its principals, agents, servants or employees; or otherwise); or (b) non-compliance by the user, its principals, agents, servants or employees with applicable laws, ordinances, rules and regulations of the federal, state and local governmental units or agencies (including but not limited to the terms and provisions of all procedures and policies of CPA), as amended from time to time; or (c) any act, omission, negligence or misconduct of user, its principals, agents, servants or employees in Port Canaveral (whether causing injury to persons or otherwise).

In the event that CPA utilizes the security for any reason outlined herein, then user will be required to replenish the security in the same or increased amount and in a timeframe established by the Port Director.

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RULE 1305: INSURANCE AND INDEMNITY REQUIREMENTS

Addendum A includes insurance requirements for users. **Addendum A** is incorporated herein by reference is an integral part of this Tariff. Users of CPA's facilities are responsible for having knowledge of its existence and content and are required to adhere to its provisions.

CPA, its employees, agents, and servants shall not be liable for any injury loss or damage to any person or property from any cause of whatsoever nature, unless such loss or damage is caused by the negligence of CPA. All vessels, their owners, employees, invitees, charterers, and agents, and all other users of CPA's facilities shall save and hold CPA harmless and indemnify CPA against any liability for any injury or death, to any person or persons or damage to property (including, but not limited to, expenses related to repairing or replacing CPA's facilities) arising from any acts, omission, neglect or default of vessels, their owners, employees, invitees, charterers, and agents, and all other users of CPA's facilities. The obligation described in this paragraph shall not only cover the losses and damages assessed or incurred by CPA, but also such costs and expenses related to preparing for litigation or settling or disposing of threats of litigation, including, but not limited to, attorney's fees, appellate attorney's fees, expert witness fees, evidence retention fees, court costs, and all other such costs and expenses incurred in preparation for trial or appeal such as printing briefs and exhibits. Nothing stated within this paragraph shall be deemed to exculpate or relieve CPA from liability from the negligent acts of CPA.

RULE 1310: LIABILITY FOR LOSS OR DAMAGE

CPA shall not be responsible for personal injuries, death, loss or damage to freight or property of others occurring on its property or facilities in the absence of negligence on the part of the CPA.

The CPA does not generally provide services for handling cargo or processing cruise vessel passengers and shall not be responsible for any injury to persons arising from services provided by franchised and/or permitted entities, tenants, Port users or other contracted or independent third-party service providers at Port Canaveral except in instances where injury results from negligence of the CPA.

RULE 1315: PERMITS TO OPERATE

No person, company, corporation, or other business entity as described in the designated categories as set forth in this Rule may operate at Port Canaveral without first obtaining from the CPA a permit authorizing such activity. Exempt from permit requirements are 1) those entities whose sole function on the Port is to fulfill the requirements of U.S. government regulatory agencies; 2) CPA approved and retained vendors, their subcontractors, and suppliers, while performing tasks called for while under their contract with the CPA; and 3) governmental entities. The following rules and regulations governing licensing are issued pursuant to Article IV of the Charter for the Canaveral Port District. These rules and regulations are promulgated to establish a standard licensing procedure by which the CPA can exercise its lawful control of the orderly development of port operations. Obtaining a Permit to Operate to do business at Port Canaveral does not entitle the holder of the permit to access restricted areas, land, offices, other Port facilities or guaranteed business opportunities, etc. The permit only allows the holder to conduct business at Port Canaveral subject to the rules, conditions, limitations, and requirements of this Tariff. See **Addendum C** for contact information.

A. PERMITTING PROCEDURE

Applications for Permits to Operate shall be submitted to the CPA using the form prescribed by CPA. Applications shall be accompanied by the fee specified below, a Certificate of Insurance that includes the applicable insurance specified in **Addendum A**, and documentary evidence in support of applicant's eligibility. The failure to fully and accurately complete the application will result in rejection of the application. The CPA shall review the scope of operations of an applicant as they relate to Port Canaveral activities up to and including the applicant's organizational and operational structure and those of any other entities performing

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operations with or on behalf of the applicant. CPA may require a Permit to Operate for such other entity (ies) based on the activity being performed on Port property. No Permit to Operate may be interpreted as an exclusive right to operate at Port Canaveral.

Permits are issued annually commencing January 1 of each year. The permit fee will be applied on a calendar year basis. New applications must include payment for the non-refundable application fee plus the applicable initial fee. Renewal applications must include payment for the annual renewal fee. For businesses engaged in multiple categories, separate applications and Permit fees are required for each Permit to Operate. **Applicants with accounts in arrears will not be allowed to renew and may face reinstatement procedures**. Permits will be considered lapsed if not renewed by January 15 and subject to reinstatement. Accounts subject to reinstatement must pay the initial application in addition to the annual fee prior to being reinstated.

The acceptance of a Permit to Operate shall signify agreement of the permittee to be governed by tariffs, policies, rules, and regulations of the CPA. No Permit to Operate shall be transferred or assigned to or otherwise used by any person other than the named Permittee. Any person, company, corporation, or other business entity properly acquiring a business from a Permittee hereunder may qualify for a license, depending upon the financial strength, background, and experience of the successor entity, by conforming to the application procedures of this Rule. The requirement to apply for a new license may be waived at the discretion of the CPA if the CPA determines the new entity is competent, financially sound, and capable to perform the duties of Permittee.

Companies engaging in business and/or providing services without a valid Permit to Operate as required herein shall be subject to the following penalties:

- First Violation: Written Warning
- Second Violation: $1,000 fine

Companies with three (3) or more violations may be subject to denial of a Permit for up to one (1) year from the last violation.

The CPA reserves the right to revoke or deny renewal of any Permit to Operate for violation of the provisions of this Tariff or other applicable rules or regulations (including insurance and bonding requirements), neglect of duty, and disregard for public safety or for any other act or acts detrimental to the interest of the CPA. Revoked permits may be subject to reinstatement procedures and fees.

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B. PERMIT TO OPERATE CATEGORIES AND FEES:

Description	Nonrefundable Application Fee	Initial Fee	Annual Renewal Fee
Crane Services including rentals and heavy lift providers	$350.00	$2,060.00	$2,060.00
Cruise Ship Embarkation and Shore Services	$350.00	$910.00	$910.00
Cruise Ship Mobility Equipment Product Provider	$350.00	$500.00	$500.00
Mobile Fuel Vendor / Bunker Barge Service - LNG Products Provider	$350.00	$2,650.00	$1,375.00
Mobile Fuel Vendor / Bunker Barge Service - Petroleum Products Provider	$350.00	$2,650.00	$1,375.00
Mobile Fuel Vendor / Landside – LNG Products Provider	$350.00	$2,650.00	$1,375.00
Mobile Fuel Vendor / Landside - Petroleum Products Provider -	$350.00	$2,650.00	$1,375.00
Sanitary Waste Removal Service	$350.00	$2,650.00	$1,375.00
Stevedoring Service	$350.00	$2,060.00	$2,060.00
Steamship Agency	$350.00	$910.00	$910.00
Franchise Steamship Agency – providing services for cruise vessels exceeding 20,000 GRT	$350.00	$2,650.00	$2,060.00
Security Services, including Class D, Class G and K-9 Handlers	$350.00	$910.00	$910.00
Tug Services	$350.00	$2,430.00	$2,430.00
Waste Oil Disposal Service	$350.00	$2,650.00	$1,375.00

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SECTION 1400 DEFINITIONS

1400.1 AGENT

The vessel representative is responsible for filing a Vessel Berthing Request, providing accurate manifest documentation and payment for all charges assessed on a vessel.

1400.2 BERTH DAY

Each 24-hour period or fraction thereof during which a vessel occupies an assigned berth.

1400.3 BUNKERING

The process by which a ship takes fuel from either a pipeline, barge, or truck.

1400.4 CARGO
All types of bulk, break bulk, dry bulk, or any other forms of cargo whatsoever, including but not limited to any solid, liquid, live animals, vehicles, loose cargo, an empty or full container and whatever is conveyed or to be conveyed to or from a vessel.

1400.5 CARRIER
Any party or parties owning, nominating, or contracting with the vessel including, but not limited to, its agent(s), owner(s), operator(s) and or charter(s).

1400.6 CONSIGNEE
One to whom cargo is sent as stated on the bill of lading.

1400.7 CONTAINER
A demountable and reusable freight-carrying unit designed to be transported by different modes of transportation and having construction, fittings, and fastenings able to withstand, without permanent distortion or additional exterior packaging or containment, the normal stresses that apply on continuous all-water and intermodal transportation. The term includes dry cargo, ventilated, insulated, refrigerated, flat rack, vehicle rack, liquid tank, and open-top containers without chassis, but does not include crates, boxes, or pallet.

1400.8 DEFINITION OF VALID CODES
See **Addendum B**.

1400.9 DOCKAGE
The charge assessed when a vessel is secured to a wharf, pier, bulkhead structure or alongside another vessel so berthed.

1400.10 DRAY
Movement between locations inside the terminal.

1400.11 FACILITY SECURITY PLAN
A plan developed to ensure the application of security measures designed to protect the facility and its servicing vessels or those vessels interfacing with the facility, their cargoes, and persons on board at the respective MARSEC Levels pursuant to all applicable laws including but not limited to 33 Code of Federal Regulation 101.105, et seq.
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1400.12 HARBORMASTER
The individual designated by the Port Director to ensure execution and compliance with this Tariff and the operational rules and regulations for Port Canaveral and whose duties include those specified in **Rule 300** of this Tariff. The term as used herein shall mean and refer to the Harbormaster or their designee.

1400.13 HOMEPORTED CRUISE VESSEL
A cruise vessel operating from a cruise terminal in Port Canaveral is considered a Homeported Cruise Vessel if it offers a voyage that originates from and ends at Port Canaveral.

1400.14 HOT WORK
Any operation that involves cutting, welding, grinding, brazing, soldering, or similar activities that produce sparks, heat, or open flame.

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1400.15 LAYBERTH
When a vessel is secured to a wharf, pier, or bulkhead structure for purposes other than loading or discharging cargo, passengers, ship stores, or fuel.

1400.16 LINER SERVICE
Vessels making regularly scheduled calls for the receipt and delivery of cargo or passengers.

1400.17 POINT OF REST
The area on the terminal facility which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee. It is also the area which is assigned for the receipt of outbound cargo from shippers for vessel loading.

1400.18 PORT DIRECTOR
The individual appointed by the duly elected CPA Board of Commissioners to directly oversee and supervise the administration, operation, and maintenance of Port Canaveral. The term used herein shall mean and refer to the Port Director or designee.

1400.19 PORT TERMINAL FACILITIES
One or more structures comprising a terminal unit, and including but not limited to warehouses, covered and/or open storage space, cold storage plants, grain elevators and/or bulk cargo loading and/or unloading structures, landings and receiving stations used for the transmission, care, and convenience of cargo and/or passengers in the interchange of same between land and water carriers or between two (2) water carriers with access to wharves.

1400.20 STEVEDORING
Stevedoring is the physical handling of cargo between the vessel and the Port Terminal Facilities.

1400.21 TARIFF
A publication including all revisions, amendments and schedules containing the rates, charges, rules, regulations, and practices of any person carrying on the business of furnishing wharfage, dock, warehouse, or other marine terminal services or facilities in connection with a common carrier by water in the United States or its possessions.

1400.22 TON
A unit of weight of 2,000 pounds.

1400.23 VESSEL
Except as otherwise provided in individual items, the term "vessel" means floating craft of every description and shall include in its meanings the "owners and agents" thereof, and those utilizing the services and facilities of the Port for loading, discharging, storage, handling, or transfer of cargo.

1400.24 VESSEL BERTHING REQUEST
The process of requesting permission for a vessel to use a specified berth during a specific timeframe.

1400.25 VESSEL ETA AND ETD
The terms ETA and ETD when used to berth vessels at Port Canaveral shall be defined as follows:

ETA – Estimated Time of Arrival:

This is the estimated time the first line from the ship is secured to the dock.

ETD – Estimated Time of Departure:

This is the estimated time the first line from the ship is released from the dock.

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1400.26 WEIGHT OR MEASURE

Where wharfage is denoted as weight or measurement (W/M), rates shall be charged based on weight (per ton) or measurement (per 40 cubic feet), whichever produces the greater revenue.

1400.27 WHARF

A structure built on the shore extending into deep water, so that vessels may be moored alongside to load or unload cargo or passengers.

1400.28 WHARFAGE, CARGO

A charge assessed for the use of CPA wharves in the receiving and delivering of cargo to ships, barges, or other watercraft, including cargo received or delivered to barges, lighters, or other watercraft lying alongside such vessels, or taken from or delivered to the water. Wharfage charges are assessed against the vessel for each movement of the cargo over the wharf. All cargo received on or off the wharf is due wharfage. Wharfage will be collected on the cargo whether or not it is loaded aboard a vessel. CPA reserves the right to determine billing classification of all cargo. Wharfage charges are solely the charge for using the wharf and do not include charges for any other service. Refer to Wharfage – Rules and Rates in **Section 700** of this Tariff.

1400.29 WHARFAGE, PASSENGER

A charge assessed for all manifested cruise passengers on a vessel, other than a crewmember, embarking to, disembarking from, or in-transit on a cruise ship. Passengers on back-to-back cruises shall be counted as a separate embarkation and disembarkation for each time the homeported cruise vessel calls Port Canaveral. Passenger wharfage is solely the charge for use of a wharf and does not include charges for any other service.

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ADDENDUM A: INSURANCE SUPPLEMENT

The rates and charges published in this Tariff do not include any amounts for insurance coverage. Insurance required by the owner and/or consignee of cargo to protect their respective interests shall be carried by the owner and/or consignee.

The phrase "Required Policy" means each policy of insurance required to be maintained by user under the terms of this Tariff. Each Required Policy must be placed in writing by a company or companies satisfactory to CPA but in all events by a company or companies having a current A.M. Best Company General Policyholders Rating of A+ or A and with an A.M. Best Company Financial Rating of not less than VI (or similar rating by a comparable service selected by CPA should A.M. Best Company cease providing such ratings) and be licensed to do business in Florida or, if the aforesaid is not available, by a company qualified to do business as a non-admitted insurer in Florida under current Florida surplus lines requirements.

All persons or companies leasing CPA property and/or conducting business operations on CPA owned land, in accordance with a Permit to Operate granted by CPA, shall be required to provide evidence of insurance coverage. Such insurance must name Canaveral Port Authority as an additional insured and provide waiver of subrogation in favor of CPA on commercial general liability and any excess policies (at no expense to CPA) but in no event shall the insurance provide coverage to CPA for cargo loss or damage as described within 46 C.F.R. § 525.2(a)(1) that is caused by CPA's negligence. A certificate of such insurance or certified copy of the insurance policy must be provided to the Finance and Risk Management Department and kept up to date in full force and continuous effect throughout the lease, permit or franchise period. The acceptance and/or approval of the company's 'insurance shall not be construed as relieving the company from any liability or obligation arising out of the work performed by said company.

Insurance requirements and exceptions are authorized by CPA Policy POL-2016-001-RSK-3 – Insurance Requirements.

MINIMUM INSURANCE REQUIREMENTS FOR ALL USERS

Except as otherwise provided in any written agreement between the user and the CPA, every user of CPA property must comply with the following insurance requirements:

(a) **Commercial General Liability Insurance**:

Coverage shall include, as a minimum: Premises Operations, Products and Completed Operations, Contractual Liability, Personal Injury Liability, Broad Form Property Damage. The Canaveral Port Authority as an additional insured and contain an endorsement waiving all rights of subrogation against the CPA and their respective agents and employees. The minimum limits acceptable shall be listed in the below chart.

(b) **Worker's Compensation and Employer's Liability**: User must maintain Worker's Compensation Insurance to protect against claims under Florida Worker's Compensation laws, as well as, all Federal Acts applicable to user's operations on CPA property, including but not limited to U.S. Longshoremen and Harborworkers Act, Jones Act and Federal Employers' Liability Act (F.E.L.A.). The limit of liability for such coverage must at least meet applicable statutory requirements and Alternate Employer endorsement for the CPA must be included in each policy. Additionally, each policy must contain an endorsement waiving all rights of subrogation against the CPA and their respective agents and employees.

User must maintain Employers' Liability (EL) Insurance for personal injury, bodily injury, or death to any employee of user who may bring a claim outside the scope of Florida Worker's Compensation laws or Federal Acts applicable to user's operations on Port Canaveral property. This insurance must

contain all endorsements necessary to cover maritime operation and, where applicable, stevedore and longshore operations, including original admiralty benefits and damages under the Jones Act and benefits and damages under the U.S. Longshoremen and Harborworkers Act. Additionally, each policy must contain Alternate Employer endorsement for the CPA and an endorsement waiving all rights of subrogation against the CPA and their respective agents and employees.

(c) **Automobile Insurance**: User must maintain Automobile Liability Insurance coverage on all its owned, non-owned, rented or hired vehicles used for commercial purposes that enter Port Canaveral. Each policy with respect to commercial vehicles must contain an endorsement waiving all rights of subrogation against CPA and their respective agents and employees.

(d) **Umbrella/Excess Liability Insurance**: User may carry Umbrella/Excess Liability Insurance that contains a follow-form provision to meet coverage requirements. The Canaveral Port Authority (CPA) reserves the right to request Umbrella/Excess Liability Insurance based on the scope and complexity of a user's operation. Such policy must name the Canaveral Port Authority as an additional insured and contain an endorsement waiving all rights of subrogation against the CPA and their respective agents and employees.

(e) **Waiver of Subrogation:** The user agrees to waive any and all rights of recovery, claims, actions or causes of action against the other, its agents, officers and employees for any injury, death, loss or damage that may occur to any Person or CPA property, or any personal property of such party on CPA, by reason of fire, windstorm, earthquake, flood or any other risks, or any other cause which is insured under the insurance policy or policies that either party is required to provide or maintain under this Tariff, to the extent and only to the extent of any proceeds actually received by CPA or user, respectively, with respect thereto, regardless of cause or origin, including negligence of either party hereto, its agents, officers or employees, and each party covenants that no insurer will hold any right of subrogation against the other. If such waiver is not obtained, the party failing to do so indemnifies the other party for any claim by an insurance carrier arising out of subrogation.

ADDITIONAL INSURANCE REQUIREMENTS

Except as otherwise provided in any written agreement, the CPA reserves the right to request additional insurance coverage based on the nature, scope, and complexity of the user's operations. This may include but is not limited to:

(a) **Liquor Liability Insurance**: If user is engaged in any way in the sale of alcoholic beverages, either for consumption or sale of alcoholic beverages on CPA property.

(b) **Garage Keeper's Liability Insurance**: If user is engaged in any way in the performance of automobile valet services.

(c) **Protection & Indemnity Insurance**: If user operates a vessel calling at Port Canaveral, user must maintain Protection and Indemnity (P&I) Insurance Coverage in form and substance acceptable to CPA.

(d) **Stevedore's Legal Liability Insurance**: If user is engaged in any way in the performance of stevedore services and/or operations on or in connection with CPA's facilities.

(e) **Longshore and Harborworkers Insurance**: If user is engaged in any way in the performance of stevedore services and/or operations on or in connection with CPA's facilities.

(f) **Terminal Operators Liability Insurance**: If user is engaged in any way as an operator of Terminal Facilities on or in connection with CPA's facilities.

ADDENDUM A: Insurance Supplement (cont'd)

(g) **Pollution Liability Insurance**: If the user is engaged in any way in handling or transporting hazardous materials, abatement, or clean-up of waste materials, or in other industrial activities as designated by the CPA.

(h) **Cyber Liability, or Technology Errors and Omissions Insurance:** If user installs or utilizes any IoT Devices, computer/network-controlled devices, software, or SaaS or offers any services or hardware that can communicate with other CPA hardware, software, or services. The need for coverage will be determined based on evaluation of users' scope of work by the Information Technology Department.

~~(h)~~(i) **Property Insurance:** If user stores mobility equipment on CPA premises, including within a cruise terminal, the user shall be responsible for maintaining property insurance coverage for the property.

CATEGORY OF PORT BUSINESS AND REQUIRED INSURANCE (Tables to Follow)

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ADDENDUM A: Insurance Supplement (cont'd)

CATEGORY	GENERAL LIABILITY	WORKER'S COMPENSATION (WC) / EMPLOYER'S LIABILITY (EL)	COMMERCIAL AUTOMOBILE LIABILITY	OTHER
CRANE SERVICES	$1,000,000 per occurrence $2,000,000 General Aggregate to include property damage, personal injury, bodily injury or death and Riggers Liability endorsement.	**WC:** Per State of Florida Statutory Limits. **USL&H & Jones Act as required.** **EL:** $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime, stevedore and longshore operations endorsements.	$1,000,000 Combined Single Limit	**Umbrella/Excess Liability** $2,000,000 per occurrence **Protection and Indemnity Insurance and/or Hull Coverage** (for Floating Crane operations) $1,000,000 per occurrence **Pollution Liability** $5,000,000 per occurrence
CRUISE SHIP EMBARKATION AND SHORE SERVICES	$1,000,000 per occurrence $2,000,000 General Aggregate	**WC:** Per State of Florida Statutory Limits. **USL&H & Jones Act as required.** **EL:** $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements	$300,000 Combined Single Limit	**Umbrella / Excess Liability** $2,000,000 per occurrence **Cyber Liability, or Technology Errors and Omissions Insurance,** if required, $2,000,000 per occurrence
CRUISE SHIP MOBILITY EQUIPMENT PRODUCT PROVIDER	$1,000,000 per occurrence $2,000,000 General Aggregate	**WC:** Per State of Florida Statutory Limits. **USL&H & Jones Act as required.** **EL:** $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements.	$300,000 Combined Single Limit	**Umbrella/ Excess Liability** $1,000,000 per occurrence **Equipment/ Property Insurance**, if required, $100,000 per occurrence

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ADDENDUM A: Insurance Supplement (cont'd)

CATEGORY	GENERAL LIABILITY	WORKER'S COMPENSATION (WC) / EMPLOYER'S LIABILITY (EL)	COMMERCIAL AUTOMOBILE LIABILITY	OTHER
MOBILE FUEL VENDOR / BUNKER BARGE SERVICE - LNG PRODUCTS PROVIDER	$1,000,000 per occurrence $2,000,000 General Aggregate (as applicable)	**WC:** Per State of Florida Statutory Limits. **USL&H & Jones Act as required.** **EL:** $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements.	$1,000,000 Combined Single Limit	**Protection and Indemnity Insurance and/or Hull Coverage** (for barge operations) $5,000,000 per occurrence **Pollution Liability** $5,000,000 per occurrence
MOBILE FUEL VENDOR / BUNKER BARGE SERVICE - PETROLEUM PRODUCTS PROVIDER	$1,000,000 per occurrence $2,000,000 General Aggregate (as applicable)	**WC:** Per State of Florida Statutory Limits. **USL&H & Jones Act as required.** **EL:** $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements.	$1,000,000 Combined Single Limit	**Protection and Indemnity Insurance and/or Hull Coverage** (for barge operations) $5,000,000 per occurrence **Pollution Liability** $5,000,000 per occurrence
MOBILE FUEL VENDOR / LANDSIDE – LNG PRODUCTS PROVIDER	$1,000,000 per occurrence $2,000,000 General Aggregate	**WC:** Per State of Florida Statutory Limits. **USL&H & Jones Act as required.** **EL:** $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements.	$1,000,000 Combined Single Limit	**Umbrella / Excess Liability** $5,000,000 per occurrence **Pollution Liability** $5,000,000 per occurrence
MOBILE FUEL VENDOR / LANDSIDE - PETROLEUM PRODUCTS PROVIDER	$1,000,000 per occurrence $2,000,000 General Aggregate	**WC:** Per State of Florida Statutory Limits. **USL&H & Jones Act as required.** **EL:** $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements.	$1,000,000 Combined Single Limit	**Pollution Liability** $5,000,000 per occurrence

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ADDENDUM A: Insurance Supplement (cont'd)

CATEGORY	GENERAL LIABILITY	WORKER'S COMPENSATION (WC) / EMPLOYER'S LIABILITY (EL)	COMMERCIAL AUTOMOBILE LIABILITY	OTHER
SANITARY WASTE REMOVAL SERVICE	**General Liability** $1,000,000 per occurrence $2,000,000 General Aggregate	**WC:** Per State of Florida Statutory Limits. **EL:** $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements	$1,000,000 Combined Single Limit	**Pollution Liability** $1,000,000 per occurrence
STEVEDORING SERVICE	**General Liability** $1,000,000 per occurrence $2,000,000 General Aggregate to include property damage, personal injury, bodily injury or death.	**WC:** Per State of Florida Statutory Limits. **USL&H & Jones Act as required.** **EL:** $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime, stevedore and longshore operations endorsements.	$1,000,000 Combined Single Limit	**Umbrella/Excess Liability** $5,000,000 per occurrence **Stevedores Legal Liability** $1,000,000 per occurrence **Pollution Liability** $1,000,000 per occurrence **Cyber Liability, or Technology Errors and Omissions Insurance**, if required, $2,000,000 per occurrence
STEAMSHIP AGENCY	**General Liability** $1,000,000 per occurrence $2,000,000 General Aggregate	**WC:** Per State of Florida Statutory Limits. **USL&H & Jones Act as required.** **EL:** $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements.	$300,000 Combined Single Limit	**Cyber Liability, or Technology Errors and Omissions Insurance**, if required, $2,000,000 per occurrence
FRANCHISE STEAMSHIP AGENCY	$1,000,000 per occurrence $2,000,000 General Aggregate	**WC:** Per State of Florida Statutory Limits. **USL&H & Jones Act as required.** **EL:** $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements.	$300,000 Combined Single Limit	**Cyber Liability, or Technology Errors and Omissions Insurance**, if required, $2,000,000 per occurrence

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ADDENDUM A: Insurance Supplement (cont'd)

CATEGORY	GENERAL LIABILITY	WORKER'S COMPENSATION (WC) / EMPLOYER'S LIABILITY (EL)	COMMERCIAL AUTOMOBILE LIABILITY	OTHER
SECURITY SERVICES	$1,000,000 per occurrence $2,000,000 General Aggregate	**WC:** Per State of Florida Statutory Limits. **USL&H & Jones Act as required.** **EL:** $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements.	$300,000 Combined Single Limit	**Law Enforcement Legal/Security Guard Professional Liability** $1,000,000 per occurrence **Cyber Liability, or Technology Errors and Omissions Insurance**, if required, $2,000,000 per occurrence
TUG SERVICES	$1,000,000 per occurrence $2,000,000 General Aggregate	**WC:** Per State of Florida Statutory Limits. **USL&H & Jones Act as required.** **EL:** $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime, stevedore and longshore operations endorsements.	$300,000 Combined Single Limit	**Umbrella/Excess Liability** $2,000,000 per occurrence **Protection and Indemnity Insurance, Hull Coverage and Tower's Liability** $1,000,000 per occurrence **Pollution Liability** $5,000,000 per occurrence
WASTE OIL DISPOSAL SERVICE	$1,000,000 per occurrence $2,000,000 General Aggregate	**WC:** Per State of Florida Statutory Limits. **USL&H & Jones Act as required.** **EL:** $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements.	$1,000,000 Combined Single Limit	**Pollution Liability** $1,000,000 per occurrence

NOTE: CPA reserves the right to request additional coverage in form and substance acceptable to CPA.

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ADDENDUM B: DEFINITION OF VALID CODES

ABBREVIATION	DEFINITION
BBL	Barrel (42 gallons)
CBM	Cubic Meter
FSP	Facility Security Plan
GRT	Gross Registered Tonnage
LBS	Pounds
LNG	Liquefied Natural Gas
LOA	Length Overall in Feet
MBF	Thousand Board Feet
~~**MHC**~~	~~Mobile Harbor Crane~~
NOS	Not Otherwise Specified
W/M	Weight/Measure
CURRENCY:	
%	Percent
$	All amounts in U.S. Dollars (USD)

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ADDENDUM C: CONTACT LIST

DEPARTMENT	PHONE NUMBER	EMAIL
Brevard Sheriff's Office - Port Canaveral	321-868-1113	
Business Development	321-394-3211	Cpa.Trade@portcanaveral.com
Canaveral Fire Rescue	321-783-4424	
Canaveral Pilots Association	321-783-4645	
Canaveral Port Authority – Main Office	321-783-7831	
Cargo Operations	321-394-3442	
Communications Department	~~321-394-3244~~321-247-9463	Communications@portcanaveral.com
E.N. Bisso & Son, Inc. (Tug Services)	321-783-7147	
Emergency	911	
Engineering Department	321-394-3208	
Environmental Department	321-394-3256	Env@portcanaveral.com
Finance Department	321-394-3234	
Harbormaster/ Duty Harbormaster	321-302-2756	Ops-Harbormasters@portcanaveral.com
Jetty Park	321-783-7111	
Marine Towing of Port Canaveral, LLC (Tug Services)	813-242-6500	
Permits to Operate	321-394-3224	RiskManagement@portcanaveral.com
Port Control Center (*24 hours*)	321-394-3281	
Public Safety and Security	321-394-3269	PSS@portcanaveral.com
Real Estate Department	321-394-3414	REDept@portcanaveral.com
U.S. Coast Guard (*Officer of the Day*)	321-868-4200	
U.S. Customs Port Canaveral	321-783-2066	
U.S. Dept. of Agriculture	321-783-3766	
U.S. Immigration & Naturalization Service	1-800-375-5283	

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CANAVERAL PORT AUTHORITY
AND
THE NAVAL ORDNANCE TEST UNIT

CONCERNING

SHIP MOVEMENT PRIORITY IN PORT CANAVERAL

I. INTRODUCTION

The commercial shipping interests of Port Canaveral and the operational mission of Naval Ordnance Test Unit (NOTU) are vitally important to both organizations. Because of this fact it is important that a system of ship movement priorities be maintained.

II. PURPOSE

The system of ship movement priorities will facilitate vessel scheduling in and out of Port Canaveral with consideration given to the requirements of each vessel for adherence to an established sailing schedule, pilot or equipment requirements, and/or navigational requirements such as tide restrictions, channel clearance restrictions, or visibility restrictions.

In creating the system of ship movement priorities, both organizations acknowledge and accept the others' reasons for their respective required vessel movement priorities, and that equitable access to Port Canaveral is assured under this system.

III. MAJOR CONSIDERATIONS

In establishing the system of ship movement priorities, these major considerations are recognized by both parties:

1. Emergency ship movements, either military or civilian, require top priority.

2. Because of the requirement of passengers to meet pre-arranged schedules for onward transportation, foreign port berth commitments, and Customs and Immigration clearance, cruise liner schedules are time critical in order to be competitive. This industry is of utmost economic importance to the Canaveral Port Authority and the Central Florida tourism industry.

3. Scheduling of Navy test ships sponsored by NOTU and supported by 45th Space Wing involves precise coordination of the services of many people in many diverse geographical locations. Navy test ships include submarines conducting Demonstration and Shakedown Operations (DASO) with attendant support ships and Navy sponsored ships (surface ships and submarines) conducting special tests critical to the national defense interest. Movement of these naval units in adherence to a scheduled test is mission critical.

Memorandum of Understanding
Canaveral Port Authority and Naval Ordnance Test Unit
Page 2

4. Military or civilian cargo vessels may require their movement to be scheduled because of tidal considerations or special labor requirements.

IV. SHIP MOVEMENT PRIORITY

Priority	Description
1	Emergency ship movements necessary to prevent loss of life or limit serious loss of property or to meet other military or civil emergencies.
2	Scheduled navy test ships (DASO submarines with support ships and naval units conducting special tests) and scheduled cruise liners.
3	Navy test ships which are off schedule and regular scheduled military ships.
4	Cruise Liners which are off schedule and regular scheduled civilian ships.
5	Other military or civilian ships which have time sensitive cargo or operations or have tide restricted movements.
6	All other vessels on a first come first served basis.

With respect to implementing the ship movement priority system, the following guidelines are established for both parties:

1. The Canaveral Port Authority Operations will keep NOTU Port Operations up-to-date regarding existing cruise line schedules.

2. For the purpose of ship movement priority, schedules of Navy test ships are considered firm once the unit arrives in Port Canaveral to begin operations. Navy test ships departure times for scheduled underway operations are normally between the hours of 0630 and 0730 with the exception of departure for the launch phase of a scheduled DASO. The departure times for the DASO submarine and launch area support ship are governed by range operational constraints and, therefore, vary with each operation. Canaveral Port Authority Operations will normally attempt to avoid scheduling cruise liners to enter or leave port from 0630 to 0730 when a designated Navy test ship is operating out of Port Canaveral. During the time a scheduled Naval unit is undergoing or supporting Navy tests, it will be assigned a priority 2 status. Should emergent circumstances dictate that a cruise liner or Navy test ship must enter or leave port during the same period, the conflict shall be resolved through liaison between NOTU Port Operations and Canaveral Port Authority Operations to achieve a mutually acceptable arrangement.

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Canaveral Port Authority and Naval Ordnance Test Unit
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3. Whenever a scheduled cruise liner or Navy test ship gets off schedule by more than thirty (30) minutes, it will lose its priority 2 status and become a priority 3 or 4 as appropriate. Should a conflict arise between movements of a cruise liner and a navy test ship movement priority will be determined by mutual agreement between NOTU Port Operations and Canaveral Port Authority Operations. Normally a higher priority consideration shall be given to the vessel whose estimated time of arrival at entrance to the buoyed channel or estimated time of departure from port occurs first. Unusual situations may infrequently arise where politically important people onboard either off-schedule cruise liners or Navy test ships require immediate entry to or departure from the port. Under these circumstances, a deviation from the priority designation may be necessary. These special situations will be handled on a case-by-case basis between NOTU Port Operations and Canaveral Port Authority Operations.

4. The time separation between ships entering and/or leaving Port Canaveral should be that interval deemed necessary by the Canaveral Pilots Association for the safety of the vessels concerned. Under no circumstances will the arrivals/departures of ships be scheduled such that a meeting situation would occur inside the buoyed channel of Port Canaveral.

5. In order to meet U.S. Navy Operational requirements a Priority 1 ship movement will immediately go into effect when an emergency involving U. S. Naval Warships requiring immediate departure of a Naval vessel occur. NOTU shall arrange for immediate tug assistance. Should there be any conflict, it shall be resolved through liaison between both parties to achieve a mutual acceptable arrangement.

V. CANCELLATION

This Memorandum of Understanding may be cancelled by either party, for any reason, with 60 days written notice to the other party.

H. L. Sheffield
Commanding Officer
Naval Ordnance Test Unit

Date: 26 JAN 00

Joe D. Matheny
Chairman
Canaveral Port Authority

Date: 1/19/00

ADDENDUM E: EMERGENCY SHIP MOVEMENT POLICY

TO: Masters, Pilots, Towboat Companies, Steamship Agents and All Others Concerned:

1. All vessels, unless prevented by conditions or special requirements of the vessel, will be turned around upon entering the turning basin and will be berthed headed seaward.
2. All vessels, civilian and military, will provide wire ropes from the bow and stern with eyes that can be reached by tugs coming alongside. Pilots will make sure wires are in proper position before leaving vessel.
3. The ship or ship's agent will immediately report any spillage of oil on the wharf or on the water and the extent of the spill to the Port Operations Manager and Port Control at (321) 394-3281. If spillage is considerable, all cargo operations must stop, and vessel prepared to undock.
4. All vessels will undock and proceed to outer anchorage when so ordered by the CEO or designee in the event of:
   a) A severe oil spillage;
   b) Fire is discovered on board a vessel laden with petroleum, explosives, or a quantity of dangerous cargo;
   c) Vessel is in jeopardy due to conditions on shore; or
   d) Extreme weather conditions.
5. Tugboats proceeding to a vessel with petroleum or explosives and through oil will stop smoking on board and put out cooking fires, burners and pilot lights.
6. Ships discovering fire on board or close by on shore will sound repeated long whistle blast signals and use every other available means to report the fire.
7. Emergency movement of ships will be made with an able sea watch without waiting for return of other ship's personnel.

CANAVERAL HARBOR SAFETY REGULATIONS

All ships discharging petroleum products in Port Canaveral will observe all requirements relating to petroleum discharge as set forth in **33 C.F.R. § 156**, "Navigation and Navigable Waters: Oil and Hazardous Material Transfer Operations".

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Revision History

DATE	VERSION	STATUS	COMMENT
Prior Revisions available on request to Business Development			
2021.10.01	005	Submitted 8/18/2021 to Board of Commissioners for approval.	Language additions/deletions to Rules 115, 220, 230, 245, 255, 260, 265, 300, 325, 355, 385, 405, 510, 520, 535, 540, 570, 705, 710, 820, 1220, 1315 and Addendums B and C. Rate changes to Rules 415, 572, 615, 620, 620.1, 645, 705, 715, 720, 800, 1100, 1105, 1110, 1115, 1315. New Rules 571, 573, 574, 577, 1206.
2022.10.05	006	Submitted 8/17/2022 to Board of Commissioners for approval.	Language additions/deletions to Rules 200, 205, 220, 265, 300, 520, 571, 903, 1125, 1315, 1400.31 and Addendums A and C. Rate changes to Rules 415, 573, 610, 615, 620, 620.1, 645, 705, 715, 720, 800, 902, 1100, 1105, 1110 and 1115. New Definition 1400.15.
2023.06.01	007	Submitted 5/24/2023 to Board of Commissioners for approval.	Language additions/deletions to Rules 111, 220, and 520.
2023.10.01	008	Submitted 8/23/2023 to Board of Commissioners for approval.	Language additions/deletions to Rules 220, 255, 260, 574, 577, 900, 901, 1315, 1400.14 and Addendum A. Rate changes to Rule 415, 573, 610, 615, 620, 620.1, 645, 705, 715, 720, 800, 1020, 1100, 1105, 1110, 1115.
2024.10.01	009	Submitted 8/21/2024 to Board of Commissioners for approval.	Language additions/deletions to Rules 105, 205, 215, 220, 235, 245, 260, 350, 505, 547, 570, 571, 901, 902, Rate changes to Rules 415, 571, 573, 610, 615, 620, 620.1, 645, 715, 720, 800, 1100, 1105, 1110, 1115, 1220, Addendum B and C. Deletion of Rules 1000, 1005, 1010, 1015, 1020, 1025, 1400.12, 1400.22, 1400.23
2025.10.01	10	Submitted 8/20/2025 to Board of Commissioners for approval.	Language additions/deletions to Rules 220, 385, 405, 430, 577, 600, 901, Rate changes to Rules 415, 571, 615, 620, 620.1, 645, 705, 715, 720, 800, 1100, 1105, 1110, 1115, 1125, Addendum C. New Definition 1400.14
2026.10.01	11	Submitted 8/19/2026 to Board of Commissioners for approval.	Language additions / deletions to Rules 220, 260, 415, 500, 530, 547, 573, 610, 615, 620, 620.1, 645, 715, 720, 800, 902, 1100, 1105, 1110, 1115, 1315, Addendums A, B and C.

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Rates, Rules & Regulations

Governing

Foreign Trade Zone No. 136

ZONE SCHEDULE

Grantee Representative:
Jennifer Simmons
Manager, Business Development, Cargo and Aerospace

Canaveral Port Authority
445 Challenger Road, Suite 301 | Cape Canaveral, FL 32920
Phone: 321-783-7831 | Fax: 321-783-4651
E-mail: cpa.ftz136@portcanaveral.com

Effective Date:
October 1, 2026~~5~~

Commissioners

District 1: Jerry W. Allender
District 2: Micah Loyd
District 3: Fritz VanVolkenburgh
District 4: Kevin Markey
District 5: ~~Wayne E. Justice~~ Carol Craig

Administration

Captain John W. Murray |Chief Executive Officer
Jeff Long, Ph.D. CPA| Chief Financial Officer
Craig Langley, Esq. |VP, General Counsel
Samantha Cornelius |VP, Business Development, Cargo and Aerospace

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1 INTRODUCTION

This Zone Schedule ("Schedule") has been adopted by the Canaveral Port Authority ("CPA"), a body politic and corporate and existing under Chapter 2014-241, Laws of Florida, as amended, acting in its capacity as the Grantee of Foreign Trade Zone No. 136 and shall govern all operations taking place within Foreign Trade Zone No. 136.

2 ZONE SCHEDULE

2.1. Schedule Content

This Schedule has been promulgated and adopted by the Grantee and contains the rules and regulations governing the use of Foreign Trade Zone No. 136 by Operators, Users, and all other persons and entities. The Schedule also includes the Rates and Charges applicable to use of the Zone. The use of a FTZ operated by Grantee constitutes the User's (defined below) consent to the terms of this Schedule. This Schedule is intended to conform with and supplement the Foreign Trade Zones Act ("Act") and the rules and regulations of the Foreign-Trade Zones Board ("FTZB") and United States Customs and Border Protection ("USCBP"). The effective date of this Schedule is set forth on the cover page.

2.2. Severability

Each and every paragraph, sentence, term, and provision of this Schedule shall be considered severable and that, in the event any paragraph, sentence, term, or provision is determined to be invalid or unenforceable, the validity and enforceability, operation or effect of the remaining paragraphs, sentences, terms, or provisions shall not be affected and this Schedule shall be construed in all aspects as if the invalid or unenforceable matter had been omitted.

2.3. Amendment and Interpretation

Subject to the requirements of the Act and the FTZ regulations, this Schedule may be modified, amended or replaced by the CPA at any time, if the CPA determines it to be necessary or appropriate to do so. CPA shall, in its sole discretion, interpret the provisions of this Schedule and determine the applicability of any of its provisions. The CPA shall also have complete authority governing the imposition of Rates and Charges provided for herein.

3 DEFINITIONS

The words listed below have the following meanings when used in this Schedule:

3.1 **"Act"** means the Foreign Trade Zones Act of June 18, 1934 (19 USC §81a et seq.), as amended.

3.2 **"Activated Area"** means a Zone Site, Usage Driven Site, or any portion thereof that has been Activated pursuant to the Act.

3.3 **"Activated"** or **"Activation"** means the filing of an application with USCBP by the FTZ Operator, with Grantee's concurrence, which results in approval of utilization of an FTZ eligible site.

3.4 **"Alternative Site Framework" (ASF)** means an optional approach to designation and management of zone sites allowing greater flexibility and responsiveness to serve single-Operator/User locations.

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3.5 **"CBPF"** means a USCBP Form as used in the Regulations, which will typically be paired with a specific number used by USCBP to identify and stipulate the use of such form.

3.6 **"Domestic Merchandise"** means merchandise which has been (i) produced in the United States and not exported therefrom, or (ii) previously imported into USCBP territory and properly released from USCBP custody.

3.7 **"Foreign-Trade Zones Board" (FTZB)** means the U.S. Foreign-Trade Zones Board of the U.S. Department of Commerce, as established by the Act. The FTZB is authorized, subject to the conditions and restrictions of the Act and of the rules and regulations made thereunder, to grant to appropriate applicants the privilege of establishing, operating, and maintaining foreign trade zones.

3.8 **"FTZ"** means Foreign-Trade Zone, as defined by the Act.

3.9 **"FTZ Eligibility"** means the issuance of a grant by the FTZB resulting in a designated area obtaining FTZ eligibility.

3.10 **"FTZ Operator"** means a corporation, partnership, or person that operates a Zone or Usage Driven Site under the terms of an Operating Agreement with the Grantee.

3.11 **"FTZ Regulations"** means Title 15, Code of Federal Regulations (CFR), Part 400, as amended, which governs the grant of authority, the establishment and maintenance of FTZ's by Grantees.

3.12 **"Grantee"** means a corporation to which the privilege of establishing, operating, and maintaining a foreign trade zone has been granted. The Grantee of FTZ No. 136 is the CPA. As used in this definition, "corporation" means a public corporation or a private corporation, as defined in the Act.

3.13 **"Magnet Site"** means a site intended to serve or attract multiple operators or users under the ASF.

3.14 **"Non-Privileged Foreign Status Merchandise"** means imported merchandise that has not cleared USCBP and for which the User does not wish said merchandise to retain its identity, from a USCBP classification standpoint, so that if altered, it will become classifiable in its condition when it enters the customs territory of the United States. All foreign merchandise in a zone which does not have status as privileged foreign or zone restricted is considered to be in non-privileged status.

3.15 **"Operating Agreement"** means a written agreement between the Grantee and any Operator utilizing the Zone that establishes the rules, procedures and requirements for the Operator's use of the Zone.

3.16 **"Port Director"** means the USCBP Port Director with responsibility for overseeing the Activation and operations of the customs port of entry and the Zone.

3.17 **"Privileged Foreign Status Merchandise"** means imported merchandise that has not cleared customs and for which the User wishes said merchandise to retain its identity, from a USCBP classification standpoint, regardless of its condition when it ultimately enters the customs territory of the United States. The privileged status must be affirmatively requested by User.

3.18 **"Service Area"** means the jurisdiction(s) within which a Grantee proposes to be able to designate sites via minor boundary modifications under the ASF.

3.19 **"Usage Driven Site"** means a site tied to a single Operator or User under the ASF.

3.20 **"USCBP"** means the United States Customs and Border Protection Service.

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3.21 **"USCBP Regulations"** means 19 CFR 146 that governs the activities of Operators within the Zone; the admission, manipulation, manufacture or exhibition of merchandise within the Zone; the exportation of merchandise from the Zone; the transfer of merchanise from one zone to another; and the transfer of merchandise from the Zone into Customs Territory.

3.22 **"User(s)"** means a person or firm using a Zone Site for storage, handling, or processing of merchandise.

3.23 **"Zone"** means the aggregate of all Zone Sites within FTZ No. 136.

3.24 **"Zone Restricted Merchandise"** means merchandise taken into the Zone for the sole purpose of exportation, destruction or storage and which cannot re-enter the U.S. Customs territory unless FTZB determines the return would be in the public interest. Zone-restricted status must be affirmatively requested by user.

3.25 **"Zone Site"** means each separate activated area comprising FTZ No. 136.

3.26 **"Zone Schedule" or "Schedule"** means this document which constitutes the FTZ No. 136 Zone Schedule as required by 15 CFR 400.44.

4 AUTHORITY

4.1 Grantee Authority

Foreign Trade Zone No. 136 was established by FTZB Order No. 349 issued on March 16, 1987 with the CPA functioning as the Grantee. General Purpose FTZ No. 136 was expanded once through FTZB Order No. 507 issued on January 29, 1991. There have been three Administrative Actions that have altered the boundaries of the General Purpose Zone Project – Administrative Actions A-31-91, A(27f)-26-92 and A(27f)-13-97. In addition, FTZ No. 136 was reorganized under the Alternative Site Framework by FTZB Order No. 1837 dated June 18, 2012. . The grant shall not be sold, conveyed, transferred, set over or assigned [19 USC 81q].

4.2 U.S. Customs and Border Protection Authority

The rules, regulations and rates provided in this Schedule do not supersede USCBP Rules and Regulations. Any new measures, rulings or determinations made by USCBP will apply.

4.3 Statutory and Regulatory Authority

- ☐ Foreign Trade Zones Act [19 USC 81(a) – 81(u)]
- ☐ Regulations of the Foreign-Trade Zones Board [15 CFR Part 400]
- ☐ U.S. Customs and Border Protection Regulations [19 CFR Part 146]
- ☐ Florida Statutes [Chapter 288, s.288.35 through s.288.38]

5 OPERATIONS WITHIN THE ZONE

All persons doing business within FTZ No. 136 and all operations moving merchandise into or out of FTZ No. 136 must strictly conform to the Act, FTZ Regulations, USCBP Regulations, Zone Schedule, and all other applicable federal, state and local laws, rules, and regulations. The Schedule has been adopted by the CPA, acting in its capacity as Grantee, and has been revised pursuant to FTZ Regulations [15 CFR 400.44]. This regulation directs that the Grantee shall submit to the Executive Secretary of the FTZB a zone schedule

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which sets forth (1) internal rules/regulations and policies for the zone and (2) a statement of the rates and charges (fees) applicable to zone users.

6 AUTHORITY GRANTED / ACCEPTED

6.1 Authority Granted

The Grantee grants the FTZ Operator the authority to utilize the Zone Site as a FTZ subject to the terms and conditions set forth in the Operating Agreement executed between the Grantee and the FTZ Operator.

6.2 Authority Accepted

The FTZ Operator assumes responsibility for the operation and management of the Zone Site in accordance with the terms and conditions of the Operating Agreement during the term set forth in the Operating Agreement and any extensions thereof.

7 LIABILITY; INDEMNIFICATION; INSURANCE

7.1 Grantee Liability

USCBP holds the FTZ Operator and its surety responsible for compliance with the USCBP Regulations through the conditions of the FTZ Operator Bond [19 CFR 113.73]. A grant of authority, per se, shall not be construed to make the Grantee liable for violations by zone participants [15 CFR 400.46(a)]. A Grantee could create liability for itself that otherwise would not exist if the Grantee undertakes detailed operational oversight of or direction to zone participants. Examples of detailed operational oversight or direction include review of an operator's inventory-control or record-keeping systems, specifying requirements for such a system to be used by an operator, and review of USCBP documentation related to an operator's zone receipts and shipments [15 CFR 400.46(b)].

7.2 FTZ Operator Liability

An FTZ Operator agrees to terms and conditions set forth within the Operator's Operating Agreement that covers the development and operational management of FTZ activities at their designated Zone Site(s). Operations will be consistent and in accordance with standards of operation required by USCBP and the FTZB, including those related to occupancy and use.

7.3 Indemnification

The FTZ Operator agrees to protect, save, defend, indemnify, and hold harmless the Grantee, its elected officials, employees, and agents from and against any and all loss, claims, damage, and liability, including attorney fees and costs at the trial and appellate levels, whether insured or not, arising out of or incident to any acts, omission, neglect, or operations of the FTZ Operator at the Zone Site. This includes, but is not limited to, FTZ Operator liabilities under the FTZ Operator's Bond, including liquidated damages, as well as all other penalties and/or fines for violations of USCBP Regulations governing FTZ activities. Nothing stated within this paragraph shall be deemed to exculpate or relieve the Grantee from liability from the negligent acts of Grantee.

7.4 Insurance

The FTZ Operator is required to maintain insurance policy(ies) for the benefit of the Grantee, naming Canaveral Port Authority as an additional insured, in accordance with the types and amounts set forth in the Operating Agreement. Upon activation,the FTZ Operator must furnish the Grantee certificates of any such insurance.

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8 SITES COMPRISING FTZ NO. 136

8.1 Magnet Sites

SITE 1: CPA-owned lands and facilities located at Port Canaveral (884 acres).

SITE 3: Melbourne Orlando International Airport ~~(1,820 acres)~~.

8.2 Usage Driven Sites

SITE 7: Airbus U.S. Space & Defense, Inc. ~~(11.99 acres)~~.

SITE 8: Raider Outboards, Inc. ~~(0.46 acres)~~.

8.3 List of Operators (current as of the Effective Date)

OPERATOR	SITE LOCATION	STATUS
American Cruise-Aid Logistics, Inc. 405 Atlantis Road, Suite 101 Cape Canaveral, FL 32920	Magnet Site No. 1	Activated November 7, 2007
Seaport Canaveral Corporation 555 Hwy. 401 Cape Canaveral, FL 32920-4438	Magnet Site No. 1	Activated May 4, 2010
Airbus U.S. Space & Defense, Inc. 8301 NewSpace Drive Merritt Island, FL 32953	Usage Driven Site No. 7	Activated March 11, 2019
Raider Outboards, Inc. 1885 Armstrong Drive Titusville, FL 32780	Usage Driven Site No. 8	Activated May 25, 2021
City of Melbourne Airport Authority 800 W. Nasa Blvd. Melbourne, FL 32901	Magnet Site No. 3	Activated June 28, 2022

NOTE: The above sites are approved by FTZB standards, however, for Grantee rate schedule purposes, Activated means engaged in business with international cargo.

9 RATES AND FEES

Property Owners and FTZ Operators shall pay the CPA for services rendered at the rate published in the following charts. Fees are based upon staff time and services involved and exclude additional out-of-pocket expenses including FTZB application fees, legal expenses, and engineering and/or surveying services.

Magnet Site	
Sponsorship of Submissions to FTZB:	
Establishment of a new Magnet Site	$15,000
Expansion/Reorganization of Existing Magnet Site	$7,500
Request for Production Authority	$2,500

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Annual Fees[1]:	
Annual Fee for Activated Magnet Site (billed annually in January)	$5,000 (per site)

[1]Additional fees charged by the FTZB are the responsibility of the Applicant.

Usage Driven Site	
Sponsorship of Submissions to FTZB:	
Establishment of a new Usage Driven Site	$5,000 (per site)
Expansion of Existing Usage Driven Site	$2,500 (per site)
Request for Production Authority	$2,500
Annual Fees[1]:	
Annual Fee for Activated Usage Driven Site (billed annually in January)	$5,000 (per site)

[1] Additional fees charged by the FTZB are the responsibility of the Applicant.

9.1 Late Fee Assessment

All invoices unpaid on the 30th calendar day following the day on which the invoice was issued or the debt was due are delinquent. Delinquent accounts shall incur (as liquidated damages) a late charge of one and one-half percent (1-½%) for each month, eighteen percent (18%) per year, simple interest, on any portion of said bill which remains delinquent.

9.2 Non-Payment of Fees

The CPA reserves the right to terminate any Operating Agreement or Property Owner Agreement or otherwise deny any Operator or Property Owner the use of FTZ No. 136 as a result of the failure of Operator or Property Owner to pay fees due Grantee.

9.3 FTZ Operator Fees

Each FTZ Operator that has a clause in its FTZ Operating Agreement to provide FTZ services to the public at large shall publish its own schedule of FTZ related services offered with rates and fees to be charged to Users. This Schedule must be made available at the FTZ Operator's Zone Site and at the office of the Grantee.

10 INTERNAL RULES

The following rules governing procedures within FTZ No. 136 are issued in conformity with and supplementary to the Act and Regulations and such of the United States Statutes and Regulations relating to the Port of Entry that are applicable to FTZ Operations.

The Internal Rules section of this Schedule is divided as follows: General Operations; Improvements; Record Keeping; Advertising; Administrative Expense; Indemnification; and Insurance.

Each FTZ Operator at FTZ No. 136 (whether Multiple User, Single User, or Usage Driven) will have an Operating Agreement in place before Activation. The following Internal Rules section of this Schedule supplements but does not supersede the terms and requirements of the Operating Agreement.

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10.1 General Operations

10.1.1. Qualifications

Persons and business entities may qualify as an Operator of FTZ No. 136 provided that they are located within Grantee's Service Area, have satisfied all requirements imposed by USCBP, executed the necessary Operating Agreement with the Grantee, filed a Schedule of Rates and Fees with the Grantee (this is needed if the Operator has a clause in its FTZ Operating Agreement to provide FTZ services to the public at large), and met all additional laws and regulations imposed by agencies having jurisdiction over their activities.

10.1.2. FTZ Operations Manual

The FTZ Operator shall establish standards of operation and management and will document them in a FTZ Operations Manual. The manual will conform to requirements of the FTZB and USCBP and will apply to the admittance of all persons, firms and corporations to such premises.

10.1.3. Right of Entry

Representatives of the Grantee, FTZB, USCBP and other authorized U.S. Government Officers, shall have the right to enter the Zone Site at any time for the authorized and lawful purpose of examining the Zone Site, conferring with the FTZ Operator, its agents, invitees and employees on the premises, inspecting and checking operations, supplies, equipment and merchandise, and determining whether the business is being conducted in accordance with the procedures established in the Operations Manual, the Operating Agreement and pursuant to USCBP and FTZ Regulations. All such entries shall be in accordance with the established security procedures and with reasonable advance notice to the FTZ Operator.

10.1.4. Performance

The FTZ Operator agrees to promptly undertake its best efforts to initiate FTZ operations. The Grantee agrees to provide necessary support for the FTZ Operator's efforts.

10.1.5. Expansion

The FTZ Operator will respond, in a timely manner, to future growth in market demand for leased space and facilities within the Zone Site including requesting expansion of facilities as deemed necessary and economically practicable by the FTZ Operator in consultation with Grantee.

10.1.6. Application to FTZB

The Grantee shall have the sole ability to file applications with the FTZB requesting modifications to Grants of Authority. Requests to modify Grant may include expansions, boundary modifications, Usage Driven Site applications and/or changes in scope of authority.

10.1.7. Prohibited Uses

FTZ No. 136 shall not be used to circumvent trade laws and directives of the United States nor shall it be used for any activities that do not comply with other applicable laws and regulations.

No retail trade shall be conducted within any Activated Areas except as approved by the FTZB and USCBP with concurrence from the Grantee.

No persons shall reside within any Activated Areas of FTZ No. 136.

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10.2 Improvements

10.2.1. Immediate Improvements

The FTZ Operator agrees to construct the improvements and facilities at the Zone Site required by the FTZB and to conform with USCBP security requirements for Activation of the Zone Site. The FTZ Operator further agrees to commence business as soon as practicable following the completion of such improvements.

10.2.2. Improvements Generally

The FTZ Operator agrees not to construct any additional Zone Site facility or make any substantial alterations to the improvements referred to above in Immediate Improvements, unless plans and specifications are first concurred with by the Grantee, FTZB, and USCBP as required by law.

10.2.3. Repairs and Maintenance

The FTZ Operator will repair and maintain the premises in a clean and orderly condition consistent with the nature of the operations at the Zone Site.

10.3 Recordkeeping

The Grantee is responsible for preparing and filing with the FTZB an Annual Report summarizing all Zone activity from January 1 through December 31 of each year. The report shall be filed by March 31 of each year pursuant to current requirements of the FTZB. In order for the Grantee to meet its responsibility in this regard, each Operator shall electronically submit by February 15 of each year its data to the Grantee through the Online FTZ Information System (OFIS) that has been created by the FTZB. Operator shall pay Grantee $100 per day for each calendar day after March 31 (or the end date of any extension, if approved by Grantee) until the date that said information and data is submitted through OFIS by Operator. ~~Failure of an Operator to timely submit such data may result in penalties assessed by both the Grantee and the FTZB.~~ The FTZ Operator shall be responsible for preparing a narrative and supplying photographs, as required, for the Annual Report to the FTZB. All financial and operations information concerning zone operations shall be kept confidential except that which is required to be made public by the FTZB. Any and all FTZ operations manuals, computer programs, computer reports and system designs developed by the FTZ Operator shall be kept confidential and will not be disclosed to any other entity, except for such information as shall be determined to be public information under federal, state or local laws.
All financial and accounting records concerning Zone Site operations shall be retained for five (5) years after the act or occurrence recorded or after the merchandise covered by such records has been forwarded from the zone, whichever is longer.

Details of business operations of individual firms operating and using the Zone Site shall be kept confidential except for such information as shall be determined to be public information under federal, state or local laws.

10.4 Advertising

The FTZ Operator may advertise that its operations are within a Foreign Trade Zone. The Grantee may advertise that the FTZ Operator operations are within a Foreign Trade Zone. However, the Grantee agrees to consult with the FTZ Operator to assure the accuracy of published data concerning the Zone Site. If the Grantee or FTZ Operator fail to approve or disapprove, in writing, any advertising materials within fourteen (14) days after submission, such materials shall be deemed approved.

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10.5 Administrative Expenses

10.5.1. Administrative Fees

The FTZ Operator agrees to pay or cause to be paid all costs, expenses and taxes (if any) incurred by the Zone Site operation including, but not limited to, construction, installation, improvements, security, maintenance, personnel and as otherwise provided herein. The FTZ Operator also agrees to pay the Grantee an annual fee. This fee shall be examined each January as to changes required by either party.

10.5.2. U.S. Customs & Border Protection Administration Expenses

The FTZ Operator shall pay or cause to be paid the full cost of all USCBP administrative fees attributable to the Zone Site operation via direct billing.

10.5.3. U.S. Customs & Border Protection Bond Expense

The FTZ Operator shall pay the full cost of any USCBP Bond required by USCBP for operation of the Zone Site and will file directly with the Port Director.

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Revision History

DATE	VERSION	STATUS	COMMENT
2016.09.14	001	Submitted 9/28/16 Board of Commissioners for approval.	Overall format and design change. Title changed to Zone Schedule.
2017.01.27	002		Updated with new Commissioners
2017.09.19	003	Submitted 9/28/17 Board of Commissioners for approval.	Updated administration personnel and magnet sites
2018.10.01	004	Submitted 8/29/18 Board of Commissioners for approval.	Deleted 8.3 Subzones; Revised 10.4 Advertising
2019.10.01	005	Submitted 8/28/19 Board of Commissioners for approval.	Revised 8.1, 8.2 and 8.3
2021.10.01	006	Submitted 8/16/21 Board of Commissioners for approval.	Revised 8.2 and 8.3
2022.10.01	007	Submitted 8/17/22 Board of Commissioners for approval.	Language additions to 2 .1, 2.2, 2.3, 9, 10.1.6, 10.1.7, 10.6. Revised 8.1.and 8.3; Deletion Addition to Definitions
2023.10.01	008	Submitted 8/23/23 Board of Commissioners for approval.	Updated Commissioners and admin personnel. Revised 3, 9 and 10.7
2024.10.01	009	Submitted 8/21/24 Board of Commissioners for approval.	Updated administration personnel. Revised 4, 7 and 8.
2025.10.01	010	Submitted 8/20/25 Board of Commissioners for approval.	Updated administration personnel
2026.10.01	011	Submitted 8/19/26 Board of Commissioners for approval.	Updated Commissioners, Revised 8 and 10.3

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Meeting Date

September 23, 2026

AGENDA ITEM REQUEST

Section:	Reports
Item Number:	
Department:	Executive
Requested Action:	CEO Report
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

CANAVERAL
PORT AUTHORITY

MEMORANDUM

TO: John Murray, CEO

FROM: Jeff Long, CFO

DATE: September 16, 2026

SUBJECT: Unaudited financial results - FY 2026 August

The following is a summary of the financial results through FY 2026 as compared to the budget.

REVENUES

Operating Revenues

For the Fiscal Year through August, Operating Revenues are $228.7M, which is $9.2M above budget. The favorable variance year to date is primarily driven by higher cruise-related revenue of $9.3M (Cruise Parking Revenue favorable by $7.3M, followed by Cruise Revenue $2.1M). Operating Revenue through the first eleven months of the fiscal year ending August is approximately $25.4M higher than the prior year same period or 12.5% higher ($228.7M vs. $203.4M). Operating Revenue increase over prior year is mainly driven by higher Cruise Revenue year over year (variance of $25M for all cruise related revenue).

Actual Operating Revenues for the month of August are $20.8M, which is $1.0M favorable as compared to budget.

Cruise Revenue:

For the first eleven months of the fiscal year, total Cruise Revenue, including parking, was $194.7M, approximately $9.3M above budget. During this period, there were 1,019 cruise calls, including Home Port and Port of Call activity, and 8,526,180 multi-day passengers, compared with 967 calls and 8,039,326 passengers during the same period last year. Cruise calls and passenger counts are slightly above budget for the first eleven months of FY26.

In August there were 813,701 cruise passengers generated from 91 cruise calls.

Cargo Revenue:

The Port generated Cargo Revenue (port fees and rent) of $22.2M during the first eleven months of the fiscal year through August, which is lower than the YTD budget by $1.2M. For the fiscal year through August, there were 453 cargo calls (with an additional 250 lay berths) with 5,491,441 tons moved. Supersacks, slag, and granite are above budget through August, with several other commodities below budget for the eleven months.

In the month of August, there were 39 cargo calls (with an additional 26 lay berths) and 500,655 tons moved at the Port.

Leases/Marina/Recreation/Misc. Revenue:

Lease revenue totaled $4.3M for the period ending August, slightly above budget by $156K. Recreation revenue, primarily driven by Jetty Park, totaled $3.8M and exceeded the budget by $127K. Miscellaneous revenue was $3.0M for the first eleven months of FY26, slightly above budget by $18K. Marina's revenue totaled $739K for the period (July and August).

EXPENSES

Operating Expenses:

Operating Expenses through August are $143.2M, which is $3.1M favorable to budget for the first eleven months of the fiscal year, with the majority of savings in Administrative Services followed by savings in Operations and Engineering & Environmental.

Operating Income (Loss):

Operating Income through the first eleven months of the fiscal year is $85.6M, which is about $12.3M above the budgeted Operating Income of $73.3M, and $5.8M favorable as compared to prior year Operating Income for the same period ($79.7M).

Non-Operating Revenues:

Non-operating Revenues consist of earnings on cash balances and revenues from grant administration. Total revenues from these sources for FY 2026 through August are $8.7M.

Non-Operating Expenses:

Non-operating expenses consist primarily of interest expenses on outstanding loans and bonds. Through August, Non-operating Expenses were $10.3M.

Addition to Net Position for Debt Reduction and Port Development:

The Addition to Net Position for Debt Reduction and Port Development for the eleven months

of FY26 $83.9M, which is $13.3M above budgeted $70.6M.

Attachments -

Income Statement - August 2026

Statement of Net Position – August 2026

Canaveral Port Authority
Income Statement YTD
August 2026

	Current Month Actual	Current Month Budget	Budget Variance	Prior Year Month Actual	Current YTD Actual	Current YTD Budget	Budget Variance	Prior Year Actual
REVENUES								
Cruise	11,205,229	10,961,381	243,848	10,518,678	118,820,004	116,680,681	2,139,323	109,941,634
CCRC	1,194,871	1,215,712	(20,841)	994,798	11,875,493	11,921,991	(46,498)	10,905,658
Cruise Parking	5,192,995	4,506,156	686,839	4,163,483	64,008,707	56,753,547	7,255,160	48,860,954
Cargo	1,949,713	2,295,319	(345,606)	2,128,254	22,164,656	23,389,563	(1,224,907)	22,648,639
Leases	387,165	344,145	43,020	430,527	4,321,011	4,165,493	155,518	4,511,014
Marina	384,190	-	384,190	-	738,567	-	738,567	-
Recreation	236,251	236,236	15	279,827	3,791,515	3,664,036	127,479	3,794,355
Miscellaneous	222,785	253,952	(31,167)	206,639	2,999,586	2,981,378	18,208	2,695,516
TOTAL OPERATING REVENUES	$ 20,773,199	$ 19,812,901	$ 960,298	$ 18,722,206	$ 228,719,540	$ 219,556,689	$ 9,162,851	$ 203,357,770
EXPENSES								
Operations	1,308,736	1,400,833	(92,097)	1,239,203	15,547,786	16,840,042	(1,292,256)	16,414,963
Facilities	2,698,543	2,660,481	38,062	2,325,570	31,415,218	29,793,743	1,621,475	23,505,147
Parks and Recreation	214,993	216,570	(1,577)	207,231	2,453,439	2,487,991	(34,552)	2,260,874
Public Safety	1,314,830	1,332,571	(17,741)	1,197,605	14,658,234	14,720,189	(61,955)	13,131,832
Fire Training Facility	29,539	39,583	(10,044)	22,958	452,461	435,413	17,048	401,135
Commission	28,500	29,738	(1,238)	27,705	357,655	388,944	(31,289)	319,234
Executive	392,621	374,097	18,524	284,230	4,216,420	4,421,477	(205,057)	3,311,279
Finance & Accounting	187,254	178,668	8,586	175,923	2,407,516	2,253,576	153,940	2,152,337
Administrative Services	1,153,335	1,350,338	(197,003)	863,521	13,068,664	14,891,169	(1,822,505)	10,523,022
Engineering & Environmental	291,676	272,167	19,509	274,205	2,864,671	3,214,895	(350,224)	2,536,013
Business Development	95,752	123,047	(27,295)	83,493	1,292,677	1,471,323	(178,646)	980,683
Real Estate	310,382	69,015	241,367	45,406	1,241,655	807,083	434,572	451,297
Government & Strategic Comm.	139,259	189,015	(49,756)	141,439	1,905,674	2,179,205	(273,531)	1,617,939
Depreciation & Amortization	4,661,603	4,761,376	(99,773)	4,180,923	51,277,632	52,375,136	(1,097,504)	46,039,825
OPERATING EXPENSES	12,827,025	12,997,499	(170,474)	11,069,413	143,159,703	146,280,186	(3,120,483)	123,645,581
OPERATING INCOME (LOSS)	7,946,175	6,815,402	1,130,773	7,652,792	85,559,838	73,276,503	12,283,335	79,712,189
NON-OPERATING REVENUES	680,114	762,500	(82,386)	1,153,684	8,681,630	8,426,295	255,335	9,672,813
NON-OPERATING EXPENSES	894,278	996,378	(102,100)	942,525	10,318,379	11,093,066	(774,687)	11,036,973
ADDITION TO NET POSITION FOR DEBT REDUCTION AND PORT DEVELOPMENT	$ 7,732,011	$ 6,581,524	$ 1,150,487	$ 7,863,951	$ 83,923,090	$ 70,609,732	$ 13,313,358	$ 78,348,029

Canaveral Port Authority
Statements of Net Position
August 2026

	August 2026	August 2025
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 102,025,895	$ 85,212,965
Cash and cash equivalents - restricted	1,819,694	1,712,846
Cash designated for capital projects	115,701,833	163,735,966
Accounts receivable, net	12,747,282	13,824,386
Prepaid expenses	3,289,270	2,707,654
Due from other governmental units	1,605,288	1,475,995
Inventory	1,525,313	1,187,865
Other receivables, current	18,631	18,631
TOTAL CURRENT ASSETS	$ 238,733,206	$ 269,876,308
NONCURRENT ASSETS		
Cash & cash equivalents - restricted	13,498,585	13,292,780
Other receivables and deposits, long term	459,117	15,459,117
Capital Assets, Net of Accumulated Depreciation	882,952,562	758,488,807
TOTAL NONCURRENT ASSETS	$ 896,910,265	$ 787,240,704
TOTAL ASSETS	$ 1,135,643,471	$ 1,057,117,011
DEFERRED OUTFLOWS OF RESOURCES	$ 796,709	$ 356,024
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 18,197,863	$ 14,152,547
Accrued compensated balances	642,337	177,331
Unearned Revenue	807,390	727,898
Payroll and sales tax payable	404,198	376,981
Revenue bonds payable, current	18,344,000	17,487,750
Other liabilities, current	2,119,203	2,716,531
Payable from restricted assets:		
Accrued interest payable	2,524,259	2,625,010
Revenue bonds payable, current	-	206,250
TOTAL CURRENT LIABILITIES	$ 43,095,717	$ 38,470,298
NONCURRENT LIABILITIES		
Revenue bonds payable, less current portion	$ 286,643,280	$ 305,230,263
Line of credit	21,000,000	21,000,000
Other noncurrent liabilities	4,850,950	4,672,426
TOTAL NONCURRENT LIABILITIES	$ 312,494,231	$ 330,902,689
TOTAL LIABILITIES	$ 355,589,948	$ 369,372,986
DEFERRED INFLOWS OF RESOURCES	$ 1,234,110	$ 1,384,522
NET POSITION		
Invested in capital assets, net of related debt	$ 551,654,750	$ 411,986,393
Restricted for future debt service	13,498,585	13,292,780
Unrestricted	214,462,787	261,436,354
TOTAL NET POSITION	$ 779,616,122	$ 686,715,527
TOTAL LIABILITIES AND NET POSITION	$ 1,136,440,180	$ 1,057,473,035

Canaveral Port Authority **Fixed Asset Items for Disposal** **FY26 - September 2026**

Item Description	FAM Asset ID	Make	Serial Number	Remaining Book Balance	Reason	Requested By	Disposal Method
ET Patio Furniture 4 Seat	FAM003267			$ -	Damaged	Park Services	Trash
ET Patio Furniture 6 Seat	FAM003269			$ -	Damaged	Park Services	Trash
ET Patio Furniture 5 Seat	FAM003268			$ -	Damaged	Park Services	Trash
ET Patio Furniture 6 Seat	FAM003270			$ -	Damaged	Park Services	Trash
Chemical Sprayer	FAM002396		16-70500	$ -	Obsolete	B. Carroll	Auction
Sprayer, Chemical Rig S-3	FAM001846		MSD41-4H/50GT	$ -	Obsolete	B. Carroll	Auction
IMOC Sprinkler and Well	FAM000113			$ -	Obsolete	Facilities	Trash
Water Tank Attached to Skid	FAM001760	Neelco		$ -	Obsolete	B. Carroll	Auction/Trash
Skid Steer Trencher - Skid Steer Loader w/ Bucket HE-206	FAM001737			$ -	Obsolete	B. Carroll	Auction
40 HDTV"	FAM001399	Samsung	02S63CUG100104	$ -	Obsolete	Purchasing	Recycle
TOTAL				**$ -**			

CCF

Canaveral Port Authority
Summary of Legal Bills for approval
Commission Meeting 9/23/2026

Invoice#	Firm	Amount
998743	Ford & Harrison LLP	$ 142.00
998744	Ford & Harrison LLP	$ 1,739.50
998745	Ford & Harrison LLP	$ 1,428.50
1346636	Jones Walker LLP	$ 11,635.00
8/1/2026 - 8/31/2026	Stromire, Bistline & Miniclier	$ 4,850.00
	Total	**$ 19,795.00**

MEMORANDUM

TO: John Murray
Chief Executive Officer

FROM: Elena Chari-Fernandez
VP, Finance and Accounting ECF

DATE: 9/16/2026

SUBJECT: Commissioner Minor Expenses

Commissioner Minor expenses submitted are as follows for Commission meeting to be held on September 23, 2026

Commissioner Loyd	$	-
Commissioner Allender	$	347.32
Commissioner Markey	$	101.23
Commissioner Craig	$	-
Commissioner VanVolkenburgh	$	-
Total Monthly Minor Expenses	**$**	**448.55**

CANAVERAL PORT AUTHORITY
STATISTICAL REPORT FOR AUGUST 2026

SHIP CALLS:	YTD FY2026		YTD FY2025			August 2026		August 2025		
Cargo		453		525	-13.71%		39		40	-2.50%
Layberth / Other		250		247	1.21%		26		32	-18.75%
Cruise - Gaming (Single Day)		546		540	1.11%		52		52	0.00%
Cruise - Multi-Day		1,018.5		967	5.33%		90.5		89.0	1.69%
TOTAL SHIP CALLS:		2,267.5		2,279.0	-0.50%		207.5		213.0	-2.58%
SHIP DAYS ON BERTH:		5,777.0		5,512.0	4.81%		509.5		526.5	-3.23%
CARGO TONNAGE (short tons):										
Aggregate		862,597		762,919	13.07%		54,412		64,638	-15.82%
Containers		4,726		2,984	58.37%		851		398	100.00%
Dry Bulk Cargo		1,011,876		917,924	10.24%		149,251		115,897	28.78%
Break Bulk Cargo		131,193		135,778	-3.38%		17,053		17,638	-3.32%
Lumber (397,066 1000's BF / 533,060 1000's BF)		595,598		800,924	-25.64%		65,120		82,955	-21.50%
Machinery, Equipment (W/M)		3,601		2,967	21.35%		126		221	-42.71%
Petroleum & LNG		2,881,851		2,966,742	-2.86%		213,842		233,118	-8.27%
TOTAL CARGO TONNAGE:		5,491,441		5,590,239	-1.77%		500,655		514,864	-2.76%
Passenger Counts - Single Day/Gaming	111,748	546	122,010	540	-8.41%	9,355	52	11,523	52	-18.81%
CARGO REVENUE:		$ 12,934,241		$ 13,963,910	-7.37%		$ 1,093,184		$ 1,271,380	-14.02%
LAYBERTH / OTHER REVENUE:		$ 2,032,728		$ 1,733,504	17.26%		$ 179,329		$ 197,431	-9.17%
CRUISE - SINGLE DAY / GAMING REVENUE:		$ 1,305,954		$ 1,308,817	-0.22%		$ 129,055		$ 135,691	-4.89%
GRAND TOTAL CARGO / OTHER REVENUE:		$ 16,272,923		$ 17,006,231	-4.31%		$ 1,401,567		$ 1,604,502	-12.65%
	Units	TEU'S	Units	TEU'S		Units	TEU'S	Units	TEU'S	
CONTAINERS-# LOAD	426	607	349	382		62	122	61	76	
CONTAINERS-# EMP'Y	213	280	185	192		57	106	5	9	

CANAVERAL PORT AUTHORITY
STATISTICAL REPORT FOR AUGUST 2026

* CRUISE PASSENGERS	YTD FY2026		YTD FY2025			August 2026		August 2025		
	* Rev. Psgrs. = embarking, debarking, Intransit passengers					* Rev. Psgrs. = embarking, debarking, Intransit passengers				
MULTI-DAY CRUISE PASSENGERS:	PSGRS	VOY'G	PSGRS	VOY'G		* PSGRS	VOY'G	PSGRS	VOY'G	
Carnival Cruise Lines										
Elation - HP	2	0.5	-	-	100.00%	-	-	-	-	
Freedom - HP	483,056	70.5	502,161	73.5	-3.80%	34,462	5.5	49,182	7.5	-29.93%
Glory - HP	550,866	83.0	642,783	95.0	-14.30%	60,674	9.0	62,053	9.0	-2.22%
Mardi Gras - HP	528,429	44.0	581,084	48.0	-9.06%	61,898	5.0	61,126	5.0	1.26%
Venezia - HP	210,589	24.0	177,530	20.0	18.62%	-	-	-	-	
Vista - HP	428,575	48.0	430,970	48.0	-0.56%	45,972	5.0	45,455	5.0	1.14%
Caribbean Princess (CCL Affliate)- HP	112,108	17.0	130,959	20.5	-14.39%	32,739	5.0	-	-	100.00%
Sky Princess (CCL Affliate)- HP	112,510	15.0	-	-	100.00%	-	-	-	-	
Queen Victoria (CCL Affiliate) - POC	-	-	1,819	1.0	-100.00%	-	-	-	-	
Ventura (CCL Affiliate) - POC	2,924	1.0	2,812	1.0	3.98%	-	-	-	-	
Disney Cruise Lines										
Adventure - POC	2,126	3.5	-	-	100.00%	-	-	-	-	
Destiny - POC	6,608	1.5	-	-	100.00%	-	-	-	-	
Fantasy - HP	453,779	62.0	320,788	44.5	41.46%	44,311	6.0	-	-	100.00%
Magic - POC	21,954	5.0	118,406	25.0	-81.46%	-	-	33,977	7.0	-100.00%
Treasure- HP	348,367	48.5	290,645	43.5	19.86%	37,215	5.0	38,623	5.0	-3.65%
Wish - HP	705,849	96.5	703,549	94.0	0.33%	66,947	9.0	68,995	9.0	-2.97%
MSC Cruises										
Grandiosa - HP	221,465	22.0	-	-	100.00%	-	-	-	-	
Meraviglia - HP & POC	129,789	27.0	185,492	38.0	-30.03%	-	-	16,266	3.0	-100.00%
Seashore - HP	699,902	71.0	698,486	70.0	0.20%	72,304	7.0	70,969	7.0	1.88%
Norwegian Cruise Lines										
Aqua - HP	-	-	126,643	16.0	-100.00%	-	-	20,241	2.5	-100.00%
Breakaway - HP	21,769	5.0	-	-	100.00%	-	-	-	-	
Epic - HP	-	-	194,977	23.5	-100.00%	-	-	-	-	
Escape - HP & POC	-	-	14,203	3.0	-100.00%	-	-	-	-	
Joy - HP	179,323	21.5	-	-	100.00%	-	-	-	-	
Prima - HP	303,538	43.5	-	-	100.00%	35,671	5.0	-	-	100.00%
Insignia (NCL Affiliate)	-	-	526	1.0	-100.00%	-	-	-	-	
Seven Seas Grandeur (NCL Affiliate) - POC	664	1.0	-	-	100.00%	-	-	-	-	
Vista (NCL Affiliate) - POC	-	-	1,073	1.0	-100.00%	-	-	-	-	
Other Cruise Lines - POC										
Amera - POC	-	-	584	1.0	-100.00%	-	-	-	-	
American Patriot - POC	110	1.0	-	-	100.00%	-	-	-	-	
American Pioneer - POC	351	3.0	-	-	100.00%	-	-	-	-	
Europa 2 - POC	-	-	428	1.0	-100.00%	-	-	-	-	
Royal Caribbean Int'l										
Adventure of the Sea - HP & POC	354,712	48.5	323,253	44.0	9.73%	37,345	5.0	38,177	5.0	-2.18%
Explorer of the Seas - HP	273,405	37.0	-	-	100.00%	-	-	-	-	
Harmony of the Seas - HP	62,008	5.0	-	-	100.00%	62,008	5.0	-	-	100.00%
Oasis of the Seas - HP	79,789	12.0	-	-	100.00%	26,810	4.0	-	-	100.00%
Odyssey of the Seas - POC	49,286	10.0	89,590	18.0	-44.99%	-	-	-	-	
Star of the Seas - HP	679,686	48.0	66,309	6.0	925.03%	71,926	5.0	66,309	6.0	8.47%
Symphony of the Seas - POC	12,389	2.0	123,845	19.5	-90.00%	-	-	26,577	4.0	-100.00%
Utopia of the Seas - HP	1,300,955	97.0	1,268,148	95.5	2.59%	121,143	9.0	122,343	9.5	-0.98%
Vison of the Seas - POC	31,382	15.0	17,095	8.0	83.57%	2,276	1.0	2,155	1.0	5.61%
Voyager of the Seas - HP	-	-	269,247	35.5	-100.00%	-	-	-	-	
Wonder of the Seas - HP	-	-	629,420	46.5	-100.00%	-	-	47,343	3.5	-100.00%
Celebrity Apex (RCCL Affiliate) - HP	149,106	26.0	-	-	100.00%	-	-	-	-	
Celebrity Equinox (RCCL Affiliate) - HP	-	-	117,647	22.0	-100.00%	-	-	-	-	
TUI Cruises										
Mein Schiff 1 (RCI Affiliate) - POC	8,809	3.0	8,854	3.0	-0.51%	-	-	-	-	
TOTAL MULTI-DAY PASSENGERS:	8,526,180	1,018.5	8,039,326	966.5	6.06%	813,701	90.5	769,791	89.0	5.70%
TOTAL MULTI-DAY CRUISE REVENUE:		$ 194,704,204		$ 169,708,246	14.73%		$ 17,593,095		$ 15,676,958	12.22%
GRAND TOTAL CARGO/CRUISE/GAMING REVENUE:		$ 210,977,127		$ 186,714,477	12.99%		$ 18,994,662		$ 17,281,460	9.91%

ECF

CANAVERAL
PORT AUTHORITY

INTERNAL MEMORANDUM

TO: Commissioners of Canaveral Port Authority
John Murray, CEO

FROM: Elena Chari-Fernandez, Vice President, Finance & Accounting

DATE: September 16, 2026

SUBJECT: Account Receivable Update

The following is a brief update of the Accounts Receivable billing and collection process. Staff continues to work with our customers to ensure collection and credit of accounts.

Staff has been working closely with our customer and business partners to maintain a current billing and account balance status. Currently, all our accounts are in line as evidenced by the 99.2% with balances in less than 30 days. We have worked with all accounts to bring balances current.

Attached is the aging report as of September 16, 2026. The Current accounts are 99.2% of total Accounts Receivable of $11,200,204.95. The updated aging results will be provided at the meeting on September 23, 2026.

The following accounts are due to/have been sent notices of action and/or late fee assessments.

HM Southeast Cement LLC (L043's)
Fillette Green Shipping Services (USA) Corp
Palmdale Oil Company, Inc.
Gator's Dockside of Port Canaveral, LLC

Canaveral Port Authority
A/R Aging Summary
9/16/2026

Customer	0-30	31-60	61-90	90+	Total
Ambassador Services, LLC	$ 199,001.58	$ -	$ -	$ -	$ 199,001.58
Beyel Brothers, Inc.	$ 3,944.14	$ -	$ -	$ -	$ 3,944.14
Victory Casino Cruise	$ 218,975.99	$ -	$ -	$ -	$ 218,975.99
HM Southeast Cement LLC (L043's)	$ 34,757.18	$ 35,924.23	$ -	$ -	$ 70,681.41
Fillette Green Shipping Services (USA) Corp	$ 58,845.08	$ 55,846.89	$ -	$ -	$ 114,691.97
GOV CBP Cape Canaveral, LLC	$ 7,688.67	$ -	$ -	$ -	$ 7,688.67
Glover Oil Co.	$ 88.44	$ -	$ -	$ -	$ 88.44
Lloyd & Agnes T. DeSouza	$ 8,375.36	$ -	$ -	$ -	$ 8,375.36
Moran Gulf Shipping	$ 23,725.62	$ -	$ -	$ -	$ 23,725.62
Norwegian Cruise Line	$ 935,546.49	$ -	$ -	$ -	$ 935,546.49
Port Canaveral Leasing & Storage, Inc.	$ 3,943.64	$ -	$ -	$ -	$ 3,943.64
Sea Ray Division of Brunswick Corporation	$ 2,459.75	$ -	$ -	$ -	$ 2,459.75
Seaport Canaveral Corporation	$ 3,727.14	$ -	$ -	$ -	$ 3,727.14
Host Agency	$ 8,255.38	$ -	$ -	$ -	$ 8,255.38
Tropic Oil Co	$ 626.25	$ -	$ -	$ -	$ 626.25
SpaceX	$ 146,978.70	$ -	$ -	$ -	$ 146,978.70
Ambassador Serv. Int'l, LLC / Enstructure	$ 486,577.87	$ -	$ -	$ -	$ 486,577.87
Carnival Cruise Line/Seabourn	$ 1,208,939.02	$ -	$ -	$ -	$ 1,208,939.02
Carnival Cruise Line/Seabourn:CUS-82222 Princess Cruise Line	$ 233,847.12	$ -	$ -	$ -	$ 233,847.12
GAC Shipping (USA) Inc	$ 4,472.88	$ -	$ -	$ -	$ 4,472.88
Inchcape Shipping Service	$ 30,844.62	$ -	$ -	$ -	$ 30,844.62
Magical Cruise Company dba DCL Port Facilities, LLC	$ 1,115,917.69	$ -	$ -	$ -	$ 1,115,917.69
Martin Marietta Materials	$ 110,463.10	$ -	$ -	$ -	$ 110,463.10
Morton Salt, Inc.	$ 45,052.56	$ -	$ -	$ -	$ 45,052.56
Norton Lilly International, Inc	$ 186,473.26	$ -	$ -	$ -	$ 186,473.26
Norton Lilly International, Inc:CUS-82341 Norton Lilly Int'l / MSC Cruises	$ 1,329,333.12	$ -	$ -	$ -	$ 1,329,333.12
Cape Canaveral Marine Center LP	$ 20,032.14	$ -	$ -	$ -	$ 20,032.14
Seafood Atlantic, Inc.	$ 2,960.53	$ -	$ -	$ -	$ 2,960.53
TransMontaigne Terminals LLC	$ 80,436.82	$ -	$ -	$ -	$ 80,436.82
Valls Shipping Company	$ 94,470.70	$ -	$ -	$ -	$ 94,470.70
US USA LLC	$ 44,345.11	$ -	$ -	$ -	$ 44,345.11
Waters Edge Bait and Tackle	$ 3,348.40	$ -	$ -	$ -	$ 3,348.40
SSI Lubricants, LLC (dba) SSI Petroleum	$ 345.54	$ -	$ -	$ -	$ 345.54
Seven Seas Academy	$ 14,671.20	$ -	$ -	$ -	$ 14,671.20
Palmdale Oil Company, Inc.	$ 361.69	$ 300.00	$ -	$ -	$ 661.69
Gator's Dockside of Port Canaveral, LLC	$ -	$ 100.00	$ -	$ -	$ 100.00
Sims Crane & Equipment Co., Inc.	$ 2,160.00	$ -	$ -	$ -	$ 2,160.00
Quest Fuels LLC	$ 32.14	$ -	$ -	$ -	$ 32.14
A.R. Savage & Son LLC	$ 43,943.65	$ -	$ -	$ -	$ 43,943.65
Blue Origin Manufacturing, LLC	$ 100,322.00	$ -	$ -	$ -	$ 100,322.00
Royal Caribbean Group	$ 4,070,344.86	$ -	$ -	$ -	$ 4,070,344.86
Polaris New Energy LLC	$ 10,777.00	$ -	$ -	$ -	$ 10,777.00
100-200 Sea Ray Drive, LLC	$ 1,446.88	$ -	$ -	$ -	$ 1,446.88
Level 3 Communications, LLC	$ 9,123.74	$ -	$ -	$ -	$ 9,123.74
Cocoa Beach Express LLC	$ 62,500.00	$ -	$ -	$ -	$ 62,500.00
Sunoco, LLC / Seaport Canaveral Corporation	$ 137,550.78	$ -	$ -	$ -	$ 137,550.78
Total	**$ 11,108,033.83**	**$ 92,171.12**	**$ -**	**$ -**	**$ 11,200,204.95**
	99.2%	0.8%	0.0%	0.0%	100.0%

Canaveral Port Authority
CPA List of Bills
August 1, 2026 - August 31, 2026

Date	Document Number	Type	Name	Amount
8/6/2026	164075	Bill Payment	Odgers	($29,800.00)
8/6/2026	164076	Bill Payment	Lubrication Engineers Inc	($13,995.09)
8/6/2026	164077	Bill Payment	Bond Plumbing Supply Inc	($2,903.65)
8/6/2026	164078	Bill Payment	Grainger Industrial Supply	($1,989.09)
8/6/2026	164079	Bill Payment	Cocoa Ford	($83.04)
8/7/2026	164080	Bill Payment	Worktango Inc	($2,000.00)
8/7/2026	164081	Bill Payment	Levasseur , Rachele	($55.69)
8/7/2026	164082	Bill Payment	Trane U.S. Inc	($64,969.55)
8/6/2026	164083	Bill Payment	HR Direct	($2,558.05)
8/6/2026	164084	Bill Payment	Miller & Company PC	($2,280.00)
8/7/2026	164085	Bill Payment	FedEx	($35.76)
8/7/2026	164086	Bill Payment	TLC Engineering Solutions Inc	($531.44)
8/7/2026	164087	Bill Payment	Leasure, Shaun	($408.00)
8/7/2026	164088	Bill Payment	Reynolds, Michael E	($384.00)
8/7/2026	164089	Bill Payment	Howard , Robert	($157.50)
8/7/2026	164090	Bill Payment	Canaveral Fire Rescue	($21,951.80)
8/6/2026	164091	Bill Payment	Amazon Business	($1,881.89)
8/6/2026	164092	Bill Payment	Jones Walker LLP	($16,000.00)
8/6/2026	164093	Bill Payment	Brevard County Traffic Engineering	($487.93)
8/7/2026	164094	Bill Payment	Crisafulli, Annette	($26.29)
8/7/2026	164095	Bill Payment	Brevard County Clerk Finance-TDT	($8,896.95)
8/7/2026	164096	Bill Payment	Poston, Patricia G	($5,728.23)
8/7/2026	164097	Bill Payment	RUSH Marine LLC	($697,687.08)
8/7/2026	164098	Bill Payment	MelD Studio Architecture LLC	($90,400.00)
8/6/2026	164099	Bill Payment	X-Treme Enterprises LLC	($3,866.25)
8/6/2026	164100	Bill Payment	Flags Unlimited Inc	($3,453.25)
8/6/2026	164101	Bill Payment	City Electric Supply Company	($3,044.00)
8/6/2026	164102	Bill Payment	KNF Customs	($5,350.00)
8/6/2026	164103	Bill Payment	Cocoa Beach Express LLC	($56,241.00)
8/6/2026	164104	Bill Payment	The Sherwin Williams Company	($8,160.72)
8/6/2026	164105	Bill Payment	Tourism Economics LLC	($49,000.00)
8/6/2026	164106	Bill Payment	Florida Bulb and Ballast	($3,594.00)
8/6/2026	164107	Bill Payment	CL Best Honey Bees LLC	($500.00)
8/6/2026	164108	Bill Payment	ABC Home And Commercial Services	($246.00)
8/6/2026	164109	Bill Payment	Motion Industries Inc	($11,189.62)
8/6/2026	164110	Bill Payment	Anderson Rentals Inc	($299.50)
8/6/2026	164111	Bill Payment	Snap-on Industrial, a division of IDSC H	($246.96)
8/6/2026	164112	Bill Payment	Raybro Electric Supplies	($4,526.72)
8/6/2026	164113	Bill Payment	Advance Auto Parts	($288.68)
8/6/2026	164114	Bill Payment	Fastenal	($882.05)
8/6/2026	164115	Bill Payment	Southeast Services of CFL Inc	($12,708.15)
8/6/2026	164116	Bill Payment	Jaco of America	($875.16)
8/6/2026	164117	Bill Payment	Belzona Florida LLC	($5,217.49)
8/6/2026	164118	Bill Payment	Southern Lock & Supply	($6,205.25)
8/6/2026	164119	Bill Payment	Leland's Tree Service Inc	($59,500.00)
8/6/2026	164120	Bill Payment	Gexpro	($6,676.93)
8/6/2026	164121	Bill Payment	321 Construction	($83,270.20)
8/6/2026	164122	Bill Payment	Johnstone Supply	($1,037.01)
8/6/2026	164123	Bill Payment	Ace Hardware of Cape Canaveral	($7,035.01)

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8/6/2026	164124	Bill Payment	Tint by Tate LLC	($10,717.00)
8/6/2026	164125	Bill Payment	Insight Global LLC	($5,500.00)
8/6/2026	164126	Bill Payment	Cypress Mulch, Fence & Sod Inc	($689.00)
8/6/2026	164127	Bill Payment	Sand Cloud Holdings LLC	($1,055.02)
8/6/2026	164128	Bill Payment	PPG Architectural Finishes Inc	($2,315.60)
8/6/2026	164129	Bill Payment	Your Laundry Butler	($2,808.74)
8/6/2026	164130	Bill Payment	Safety Shoe Distributors LLC	($576.70)
8/6/2026	164131	Bill Payment	Texas Trailers Sales & Service	($24,861.68)
8/6/2026	164132	Bill Payment	Flagship Aviation Services LLC	($394,663.34)
8/6/2026	164133	Bill Payment	Uline Inc	($775.37)
8/7/2026	164134	Bill Payment	US Customs and Border Protection	($5,667.29)
8/6/2026	164135	Bill Payment	Canaveral Port Authority Marina	($1,722.46)
8/7/2026	164136	Bill Payment	LTG Inc	($9,175.00)
8/7/2026	164137	Bill Payment	Bryant Jr , Edward Michael	($225.00)
8/6/2026	164138	Bill Payment	The Vernon Company	($5,327.04)
8/7/2026	164139	Bill Payment	West Coast Winsupply Inc	($16,778.61)
8/7/2026	164140	Bill Payment	West Coast Winsupply Inc	($124,436.83)
8/7/2026	164141	Bill Payment	Stromquist, Kyle	($288.00)
8/7/2026	164142	Bill Payment	Holley, Mark	($1,090.50)
8/7/2026	164143	Bill Payment	Posey, Kevin	($528.00)
8/7/2026	164144	Bill Payment	City Electric Supply Company	($4,360.00)
8/6/2026	164145	Bill Payment	Aireko Energy Solutions US LLC	($15,632.33)
8/7/2026	164146	Bill Payment	Canaveral Construction Co Inc	($14,070.79)
8/7/2026	164147	Bill Payment	AtkinsRealis USA Inc	($415,880.83)
8/7/2026	164148	Bill Payment	PFM Asset Management LLC	($3,346.46)
8/7/2026	164149	Bill Payment	Brogren, Jake	($72.00)
8/7/2026	164150	Bill Payment	Ivey's Construction Inc	($5,536,798.61)
8/7/2026	164151	Bill Payment	RUSH Marine LLC	($28,989.00)
8/7/2026	164152	Bill Payment	AT&T	($11,389.77)
8/7/2026	164153	Bill Payment	Devore , James	($72.00)
8/7/2026	164154	Bill Payment	Kimley-Horn and Associates Inc	($109,343.74)
8/7/2026	164155	Bill Payment	Angione , Gerald	($72.00)
8/7/2026	164156	Bill Payment	W & J Construction Corporation	($29,573.50)
8/7/2026	164157	Bill Payment	BEA Architects Inc	($212,339.50)
8/6/2026	164158	Bill Payment	Florida Power & Light Company	($230,817.88)
8/6/2026	164159	Bill Payment	Universal Environmental Services LLC	($300.00)
8/6/2026	164160	Bill Payment	Rockledge Winsupply Inc	($13,795.26)
8/6/2026	164161	Bill Payment	CDW Government LLC	($1,842.25)
8/6/2026	164162	Bill Payment	East Coast Fence & Guardrail of Brev	($8,925.90)
8/6/2026	164163	Bill Payment	Imperial Towing of Brevard LLC	($149.00)
8/6/2026	164164	Bill Payment	Brown & Brown Insurance Services Inc	($37,500.00)
8/6/2026	164165	Bill Payment	Palmdale Oil Company LLC	($37,104.55)
8/6/2026	164166	Bill Payment	Integrated Power Services (IPS)	($256,188.28)
8/6/2026	164167	Bill Payment	Morse Communications Inc	($1,837.00)
8/7/2026	164168	Bill Payment	Anderson, James A	($168.00)
8/7/2026	164169	Bill Payment	Trustmark Voluntary Benefit Solutions I	($7,630.48)
8/7/2026	164170	Bill Payment	Arquitectonica International Corporatior	($594,507.67)
8/7/2026	164171	Bill Payment	Palmer, Randall A	($240.00)
8/6/2026	164172	Bill Payment	Trane U.S. Inc	($9,982.56)
8/6/2026	164173	Bill Payment	Waste Management Inc of FL	($17,754.06)
8/6/2026	164174	Bill Payment	ERD Water LLC	($5,378.46)
8/6/2026	164175	Bill Payment	Florida Bulb and Ballast	($2,397.00)
8/6/2026	164176	Bill Payment	Lee's Ice of Central Florida	($600.00)
8/6/2026	164177	Bill Payment	Florida High Speed Internet	($1,250.00)
8/6/2026	164178	Bill Payment	Built for Teams Inc	($18,782.40)
8/6/2026	164179	Bill Payment	Premier Magnesia LLC	($4,177.30)

8/6/2026	164180	Bill Payment	Village Flooring Plus LLC	($960.29)
8/6/2026	164181	Bill Payment	Overhead Door of America	($1,090.00)
8/6/2026	164182	Bill Payment	Protiviti Government Services Inc	($49,099.28)
8/6/2026	164183	Bill Payment	MaintainX Inc	($590.00)
8/6/2026	164184	Bill Payment	West Coast Sunglasses Inc	($665.71)
8/6/2026	164185	Bill Payment	SilverTech Inc	($2,250.00)
8/6/2026	164186	Bill Payment	Color Card Administrator Corp	($51.57)
8/6/2026	164187	Bill Payment	The SF Travis Co Inc	($103.90)
8/6/2026	164188	Bill Payment	AUE Staffing Inc	($3,051.36)
8/7/2026	164189	Bill Payment	PCMTA	($26.10)
8/7/2026	164190	Bill Payment	Taylor , Zachary M	($384.00)
8/6/2026	164191	Bill Payment	Karina Lake & Pond Services	($2,075.00)
8/6/2026	164192	Bill Payment	X-Treme Enterprises LLC	($4,152.00)
8/7/2026	164193	Bill Payment	Reyes , Ricardo	($541.50)
8/7/2026	164194	Bill Payment	Dalrymple, Dylan	($768.00)
8/6/2026	164195	Bill Payment	Sims Crane & Equipment Co Inc	($4,237.11)
8/6/2026	164196	Bill Payment	Tenth Revolution Group	($2,786.04)
8/6/2026	164197	Bill Payment	24/7 Electric	($24,850.00)
8/6/2026	164198	Bill Payment	DynaFire LLC	($55.48)
8/7/2026	164199	Bill Payment	Amerigas	($2,089.12)
8/6/2026	164200	Bill Payment	Cocoa Ford	($4,146.72)
8/6/2026	164201	Bill Payment	Hershey's Ice Cream	($285.72)
8/6/2026	164202	Bill Payment	NAPA Auto Parts	($1,023.08)
8/6/2026	164203	Bill Payment	American Guard Services Inc	($28,239.54)
8/6/2026	164204	Bill Payment	Preferred Commercial & Industrial Serv	($7,215.00)
8/6/2026	164205	Bill Payment	Brevard County Sheriffs Office	($54,517.50)
8/6/2026	164206	Bill Payment	Communications International Inc	($14,987.96)
8/6/2026	164207	Bill Payment	PFM Financial Advisors LLC	($2,345.83)
8/7/2026	164208	Bill Payment	Heard Construction Inc	($35,159.00)
8/21/2026	164209	Bill Payment	Howard , Robert	($225.00)
8/21/2026	164210	Bill Payment	Aristimuno, Gabriel	($469.95)
8/21/2026	164211	Bill Payment	Mendez, Cesar	($350.20)
8/21/2026	164212	Bill Payment	Brevard County Traffic Engineering	($3,275.00)
8/21/2026	164213	Bill Payment	A1A Lawnmowers Inc	($182.00)
8/21/2026	164214	Bill Payment	GreatAmerica Financial Services Corpo	($1,998.93)
8/21/2026	164215	Bill Payment	Foth Infrastructure & Environment LLC	($9,714.70)
8/21/2026	164216	Bill Payment	Dalrymple, Dylan	($384.00)
8/21/2026	164217	Bill Payment	Leonard , Sabrina	($119.26)
8/21/2026	164218	Bill Payment	Arquitectonica International Corporatior	($454,499.00)
8/21/2026	164219	Bill Payment	Gexpro	($121,326.17)
8/21/2026	164220	Bill Payment	Karina Lake & Pond Services	($2,075.00)
8/21/2026	164221	Bill Payment	Oracle America Inc	($961.65)
8/21/2026	164222	Bill Payment	Odgers	($29,800.00)
8/21/2026	164223	Bill Payment	Amerigas	($1,759.44)
8/21/2026	164224	Bill Payment	Begum, Simone	($209.00)
8/21/2026	164225	Bill Payment	Belotte, Frantz Dy	($768.00)
8/21/2026	164226	Bill Payment	Garcia Suarez, Eliecer	($398.35)
8/21/2026	164227	Bill Payment	Fritz , Jean C	($425.10)
8/21/2026	164228	Bill Payment	Lozada, Rosa	($267.58)
8/21/2026	164229	Bill Payment	Standard Insurance Company	($3,492.40)
8/21/2026	164230	Bill Payment	Alvares, Jeison	($420.43)
8/21/2026	164231	Bill Payment	Beaver , Brandon	($384.00)
8/21/2026	164232	Bill Payment	Quest Diagnostics Clinical Laboratories	($425.00)
8/21/2026	164233	Bill Payment	KMI International	($101,773.00)
8/21/2026	164234	Bill Payment	Florida Power & Light Company	($94,357.50)
8/21/2026	164235	Bill Payment	Stromire Bistline Miniclier	($3,625.00)

8/21/2026	164236	Bill Payment	Palmdale Oil Company LLC	($13,213.34)
8/21/2026	164237	Bill Payment	Amazon Business	($2,446.24)
8/21/2026	164238	Bill Payment	Leasure, Shaun	($654.00)
8/21/2026	164239	Bill Payment	Canaveral Fire Rescue	($11,341.82)
8/21/2026	164240	Bill Payment	Zingy Trip and Transportation LLC	($994.65)
8/21/2026	164241	Bill Payment	Sandoval, Simon E	($355.55)
8/21/2026	164242	Bill Payment	X-Treme Enterprises LLC	($3,360.00)
8/21/2026	164243	Bill Payment	Jet-Vac Equipment Company LLC	($6,559.19)
8/21/2026	164244	Bill Payment	West Coast Winsupply Inc	($43,129.77)
8/21/2026	164245	Bill Payment	W & J Construction Corporation	($44,890.92)
8/21/2026	164246	Bill Payment	Preferred Commercial & Industrial Serv	($26,675.00)
8/21/2026	164247	Bill Payment	Allied Door & Hardware Co Inc	($4,393.04)
8/21/2026	164248	Bill Payment	Spencer, Anna	($17.25)
8/21/2026	164249	Bill Payment	Boggs Fire Equipment Inc	($410.28)
8/21/2026	164250	Bill Payment	Barco Products	($53,095.14)
8/21/2026	164251	Bill Payment	Canaveral Fire Rescue	($275,689.75)
8/21/2026	164252	Bill Payment	DEX Imaging LLC	($2,582.54)
8/21/2026	164253	Bill Payment	Navex Global Inc	($3,880.76)
8/21/2026	164254	Bill Payment	Ambassador Services International LLC	($16,021.95)
8/21/2026	164255	Bill Payment	Overhead Door of America	($3,280.00)
8/21/2026	164256	Bill Payment	Fastenal	($1,650.41)
8/21/2026	164257	Bill Payment	The Galloway Group Inc	($72,458.80)
8/21/2026	164258	Bill Payment	The Vernon Company	($4,214.41)
8/21/2026	164259	Bill Payment	ZED Digital	($3,646.78)
8/21/2026	164260	Bill Payment	Advance Auto Parts	($671.68)
8/21/2026	164261	Bill Payment	Brevard County Sheriffs Office	($800,000.00)
8/21/2026	164262	Bill Payment	Lau Lane Pieper Conley & McCreadie F	($2,473.50)
8/21/2026	164263	Bill Payment	PFM Financial Advisors LLC	($2,345.83)
8/21/2026	164264	Bill Payment	Gexpro	($268.01)
8/21/2026	164265	Bill Payment	Strand Import & Distributors Inc	($1,713.02)
8/21/2026	164266	Bill Payment	Jones Walker LLP	($30,815.00)
8/21/2026	164267	Bill Payment	SilverTech Inc	($1,341.25)
8/21/2026	164268	Bill Payment	Uline Inc	($9,813.74)
8/21/2026	164269	Bill Payment	IM Solutions LLC	($3,257.00)
8/21/2026	164270	Bill Payment	NAPA Auto Parts	($1,035.18)
8/21/2026	164271	Bill Payment	Rockledge Winsupply Inc	($7,440.10)
8/21/2026	164272	Bill Payment	Walker Consultants	($5,925.00)
8/21/2026	164273	Bill Payment	City Electric Supply Company	($6,644.36)
8/21/2026	164274	Bill Payment	Papa Joe's Catering of Central Florida	($401.00)
8/21/2026	164275	Bill Payment	Bond Plumbing Supply Inc	($9,057.80)
8/21/2026	164276	Bill Payment	Brailsford-Urbina, Amanda	($348.08)
8/21/2026	164277	Bill Payment	American Gift Corp	($955.96)
8/21/2026	164278	Bill Payment	FleetBoss GPS Inc	($346.70)
8/21/2026	164279	Bill Payment	Procon Consulting LLC	($53,548.95)
8/21/2026	164280	Bill Payment	Jacobs Engineering Group Inc	($169,223.52)
8/21/2026	164281	Bill Payment	Davis Industrial	($2,678.84)
8/21/2026	164282	Bill Payment	Morse Communications Inc	($16,720.00)
8/21/2026	164283	Bill Payment	Ford & Harrison LLP	($10,687.00)
8/21/2026	164284	Bill Payment	Concrete Impressions of Florida Inc	($103,835.00)
8/21/2026	164285	Bill Payment	QXO	($24,393.08)
8/21/2026	164286	Bill Payment	Butler, Phillip L	($225.00)
8/21/2026	164287	Bill Payment	Tenth Revolution Group	($8,908.99)
8/21/2026	164288	Bill Payment	Elkington, Tonya	($126.53)
8/21/2026	164289	Bill Payment	Trane U.S. Inc	($53,286.20)
8/21/2026	164290	Bill Payment	CL Best Honey Bees LLC	($200.00)
8/21/2026	164291	Bill Payment	Premier Paving LLC	($26,000.00)

8/21/2026	164292	Bill Payment	Cypress Mulch, Fence & Sod Inc	($265.00)
8/21/2026	164293	Bill Payment	A Greener Side by Boss Landscaping I	($21,630.00)
8/21/2026	164294	Bill Payment	Canaveral Fire Rescue	($18,289.88)
8/21/2026	164295	Bill Payment	Raybro Electric Supplies	($16,945.29)
8/21/2026	164296	Bill Payment	Real Time Networks Inc	($15,350.00)
8/21/2026	164297	Bill Payment	State of FLA Dept of Mgmt Svcs	($1,816.45)
8/21/2026	164298	Bill Payment	Cupello Colonesi Da Rosa, Rafael	($494.65)
8/21/2026	164299	Bill Payment	Varela, Irvin	($489.30)
8/21/2026	164300	Bill Payment	PCMTA	($15,000.00)
8/21/2026	164301	Bill Payment	Reynolds, Michael E	($1,392.00)
8/21/2026	164302	Bill Payment	Bonnat, Shannon	($1,291.59)
8/21/2026	164303	Bill Payment	Ferguson Enterprises Inc	($104,749.61)
8/21/2026	164304	Bill Payment	Lee's Ice of Central Florida	($210.00)
8/21/2026	164305	Bill Payment	Alerion Door & Glass LLC	($160.50)
8/21/2026	164306	Bill Payment	Stone Security LLC	($106,779.64)
8/21/2026	164307	Bill Payment	Telesca , Anthony M	($247.50)
8/21/2026	164308	Bill Payment	Pena, Yurixander L	($430.45)
8/21/2026	164309	Bill Payment	Florida Department of Health	($675.00)
8/21/2026	164310	Bill Payment	Baker & Hostetler LLP	($1,927.00)
8/21/2026	164311	Bill Payment	Palmer, Randall A	($264.00)
8/21/2026	164312	Bill Payment	Lewis , Kyle	($2,946.73)
8/21/2026	164313	Bill Payment	Barbosa Brandao, Dilma	($494.65)
8/21/2026	164314	Bill Payment	Pimentel Marte, Juan J	($409.05)
8/21/2026	164315	Bill Payment	Canaveral Port Authority Marina	($859.01)
8/21/2026	164316	Bill Payment	Cocoa Beach Express LLC	($56,322.00)
8/21/2026	164317	Bill Payment	Space Coast Irrigation Inc	($32,008.00)
8/21/2026	164318	Bill Payment	R.E. Michel Company LLC	($1,114.48)
8/21/2026	164319	Bill Payment	Integrated Power Services (IPS)	($14,709.51)
8/21/2026	164320	Bill Payment	Insight Global LLC	($3,040.00)
8/21/2026	164321	Bill Payment	Motion Industries Inc	($8,716.03)
8/21/2026	164322	Bill Payment	Brevard County Sheriffs Office	($58,452.50)
8/21/2026	164323	Bill Payment	PCMTA	($5,025.88)
8/21/2026	164324	Bill Payment	ABC Home And Commercial Services	($7,496.72)
8/21/2026	164325	Bill Payment	Linden, Steven	($2,764.26)
8/21/2026	164326	Bill Payment	Harbour Mastery Inc	($1,122.19)
8/21/2026	164327	Bill Payment	Southern Tape and Label Inc	($1,102.26)
8/21/2026	164328	Bill Payment	James Taylor Lewis , Zachari	($288.00)
8/21/2026	164329	Bill Payment	MelD Studio Architecture LLC	($4,500.00)
8/21/2026	164330	Bill Payment	Black Clover Transportation	($500.00)
8/21/2026	164331	Bill Payment	JJ All Around Shuttle	($545.25)
8/21/2026	164332	Bill Payment	Granicus LLC	($16,848.35)
8/21/2026	164333	Bill Payment	Johnstone Supply	($4,396.88)
8/21/2026	164334	Bill Payment	AUE Staffing Inc	($2,989.75)
8/21/2026	164335	Bill Payment	Ivey's Construction Inc	($4,424,696.76)
8/21/2026	164336	Bill Payment	The Sherwin Williams Company	($2,614.09)
8/21/2026	164337	Bill Payment	SHI International Corp	($2,112.00)
8/21/2026	164338	Bill Payment	Grainger Industrial Supply	($4,024.52)
8/21/2026	164339	Bill Payment	Sanders, Timothy	($384.00)
8/21/2026	164340	Bill Payment	Bromma Americas	($5,293.57)
8/21/2026	164341	Bill Payment	Iron Mountain Records Management	($348.48)
8/21/2026	164342	Bill Payment	Florida Bulb and Ballast	($11,418.00)
8/21/2026	164343	Bill Payment	PyanGo LLC	($29,409.60)
8/21/2026	164344	Bill Payment	Village Flooring Plus LLC	($9,008.19)
8/21/2026	164345	Bill Payment	Rexel Commercial & Industrial	($137,990.56)
8/21/2026	164346	Bill Payment	Graybar Electric Co Inc	($9,281.86)
8/21/2026	164347	Bill Payment	Holley, Mark	($240.00)

8/21/2026	164348	Bill Payment	Watkins Oil Co Inc	($5,177.50)
8/21/2026	164349	Bill Payment	Wright Fulford Moorhead & Brown PA	($208.89)
8/21/2026	164350	Bill Payment	Salamanca, Ruben	($425.78)
8/21/2026	164351	Bill Payment	Vomela Specialty Company LLC	($16,782.00)
8/21/2026	164352	Bill Payment	Sunbelt Rentals	($4,225.00)
8/21/2026	164353	Bill Payment	SISU Consulting LLC	($4,250.00)
8/21/2026	164354	Bill Payment	Cocoa Ford	($1,383.78)
8/21/2026	164355	Bill Payment	Ace Hardware of Cape Canaveral	($3,508.83)
8/21/2026	164356	Bill Payment	All Sunshine Crane Rental Corp	($11,809.88)
8/21/2026	164357	Bill Payment	American Guard Services Inc	($19,418.24)
8/21/2026	164358	Bill Payment	Anderson Rentals Inc	($998.50)
8/21/2026	164359	Bill Payment	Gannett Florida LocaliQ	($426.46)
8/21/2026	164360	Bill Payment	Nationwide	($1,475.49)
8/21/2026	164361	Bill Payment	City of Cocoa	($136,351.09)
8/21/2026	164362	Bill Payment	Motorola Solutions Inc	($8,616.00)
8/21/2026	164363	Bill Payment	Wade, Nikia	($2,537.85)
8/24/2026	164364	Bill Payment	W & J Construction Corporation	($41,372.08)
8/24/2026	164365	Bill Payment	Rush Construction Inc	($40,595.40)
8/26/2026	164366	Bill Payment	Lloyd and Agnes DeSouza Revocable T	($545.62)
8/7/2026	ACH#0262180171	Bill Payment	ADP LLC	($2,480.31)
8/7/2026	ACH#0262180171	Bill Payment	ADP LLC	($14,708.05)
8/14/2026	ACH#2252390044	Bill Payment	Sedgwick Delegated Authority	($5,000.00)
8/14/2026	Misc Debit 8.14.26	Bill Payment	Truist Bank	($78,552.04)
8/19/2026	ACH#0262310034	Bill Payment	CIGNA Health and Life Insurance	($2,401.18)
8/20/2026	ACH#0262320073	Bill Payment	CIGNA Health and Life Insurance	($565,919.55)
8/21/2026	ACH#00000009/1	Bill Payment	Jeffrey Long	($1,418.21)
8/21/2026	WT#26082100946	Bill Payment	Adelte Technologies Inc	($59,533.37)
8/21/2026	WT#26082100946	Bill Payment	Arthur J Gallagher Risk Management S	($776.69)
8/21/2026	WT#26082100946	Bill Payment	FMT Sweden AB	($57,000.00)
8/25/2026	WT#26082100946	Bill Payment	ADELTE Ports & Maritime S L U	($38,794.00)
8/25/2026	WT#26082501293	Bill Payment	Canaveral Port Authority Marina	($203,186.00)
8/28/2026	ACH#0262400090	Bill Payment	Colonial Life & Accident Insurance	($44.00)
8/28/2026	ACH#026239016814	Bill Payment	ADP LLC	($308.00)
8/31/2026	ACH#0262430198	Bill Payment	Windcave Inc	($2,940.35)
8/31/2026	ACH#0262430229	Bill Payment	Standard Insurance Company	($33,429.02)
8/6/2026	JE-20686	Journal	Void Of Bill Payment #163770	$6,215.00
8/6/2026	JE-20679	Journal	Void Of Bill Payment #163134	$478.60
8/6/2026	JE-20680	Journal	Void Of Bill Payment #163137	$323.45
8/6/2026	JE-20682	Journal	Void Of Bill Payment #163972	$1,722.46
8/6/2026	JE-20681	Journal	Void Of Bill Payment #163139	$478.60
8/11/2026	JE-20693	Journal	Void Of Bill Payment #163961	$72,458.80
8/18/2026	JE-20711	Journal	Void Of Bill Payment #163444	$1,122.19
8/20/2026	JE-20732	Journal	Void Of Bill Payment #163454	$3,040.00
8/20/2026	JE-20733	Journal	Void Of Bill Payment #161322	$17.25
8/25/2026	JE-20763	Journal	Void Of Bill Payment #163950	$6,100.00
8/26/2026	JE-20768	Journal	Void Of Bill Payment #163316	$12,520.00
Total				**($19,006,178.92)**

Balanced to the GL & AP Register
Crystal Leffler 09/10/2026

Meeting Date
09.23.2026

PAYROLL ACCOUNT
AUGUST 2026

08.07.26	Net Payroll (AXW | WK - 32)	$	791,374.45
	FICA & Federal Taxes	$	262,078.95
	Third Party Payments made by ADP	$	2,385.07
08.21.26	Net Payroll (AXW | WK - 34)	$	767,634.18
	FICA & Federal Taxes	$	248,399.09
	Third Party Payments made by ADP	$	2,710.20
	TOTAL:	***$***	***2,074,581.94***

Meeting Date

September 23, 2026

AGENDA ITEM REQUEST

Section:	Reports
Item Number:	
Department:	Engineering
Requested Action:	September Capital Project Update
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

September 2026 Capital Projects.pdf

CAPITAL PROJECTS UPDATE

September 2026

PROJECT: Cruise Terminal 5 & 6 Parking Improvements

DESCRIPTION: The Cruise Terminal 5 & 6 Parking Improvements project includes the demolition of the existing CT6E parking garage and the construction of a new, larger garage within the same footprint. The new garage will have a parking capacity of ~3,700 spaces.

PROJECT STATUS:

Ivey's Construction has completed the installation of all pre-cast structural elements and the garage is topped out. The contractor is continuing with the installation of the electrical and IT infrastructure throughout the garage. The new fire pump and generator have both been installed. Asphalt paving is nearing completion. The garage is scheduled to open at ~60% capacity at the end of September.

PROJECT: 2030-26004	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME		Ivey's Construction		TOTAL PROJECT BUDGET	$ 93,349,882
BUDGET (Proposed)	$ -	$ 93,349,882	$ -	GRANT PROGRAM	
ORIGINAL CONTRACT	$ -	$ 93,349,882	$ -	GRANT AMOUNT	$ -
CHANGE ORDERS TO DATE	$ -	$ -	$ -	PORT FUNDS	$ 93,349,882
AMENDED CONTRACT		$ 93,349,882	$ -	PENDING ITEMS	
PAID TO DATE	$ -	$ 59,585,759.62	$ -		
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

September 24, 2025 - Approval of contract to Ivey's Construction

PHOTOS

CAPITAL PROJECTS UPDATE

September 2026

PROJECT: Commercial Fishing

DESCRIPTION:

The new Commercial Fishing Facility will offer a designated location for Port Canaveral's commercial fishing fleet. The facility will include an office building, truck and trailer parking, a large open pavilion, fish cleaning station, and a storage building with 16 individual units. The design services include the improvements noted as well as the design of a stormwater management system.

PROJECT STATUS:

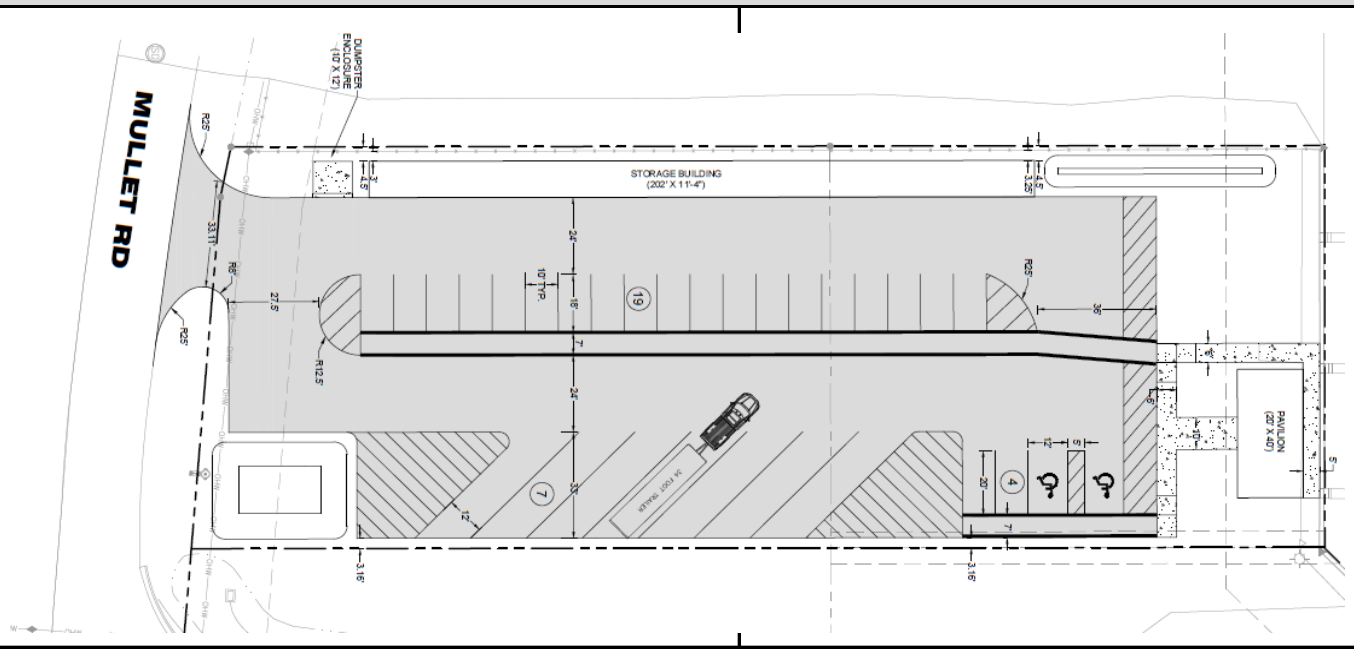
RUSH Construction has mobilized to the project site and has begun the installation of underground utilities. The waterside design is underway and RUSH Marine has begun the permitting process for the waterside improvements.

PROJECT: 1560-26070	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	MelD	RUSH Marine		TOTAL PROJECT BUDGET	$ 2,990,439
BUDGET (Proposed)		$ -	$ -	GRANT PROGRAM	
ORIGINAL CONTRACT	$ 122,700	$ 58,676	$ -	GRANT AMOUNT	$ -
CHANGE ORDERS TO DATE	$ -	$ 2,809,063	$ -	PORT FUNDS	$ 2,990,439
AMENDED CONTRACT	$ 122,700	$ 2,867,739	$ -	PENDING ITEMS	
PAID TO DATE	$ -	$ -	$ -		
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

March 25, 2026 - Commission Approved PO to MelD for Design Services
June 3, 2026 - Commission Approved Change Order to Rush Marine to fund construction phase

PHOTOS



CAPITAL PROJECTS UPDATE

September 2026

PROJECT: Cruise Terminal 4 Berth Design

DESCRIPTION: The Cruise Terminal 4 Berth Design project includes the design for the new berth wall, dredging, and upland berth area associated with the future CT4. The design includes demolition of the existing structures and all required permits.

PROJECT STATUS:

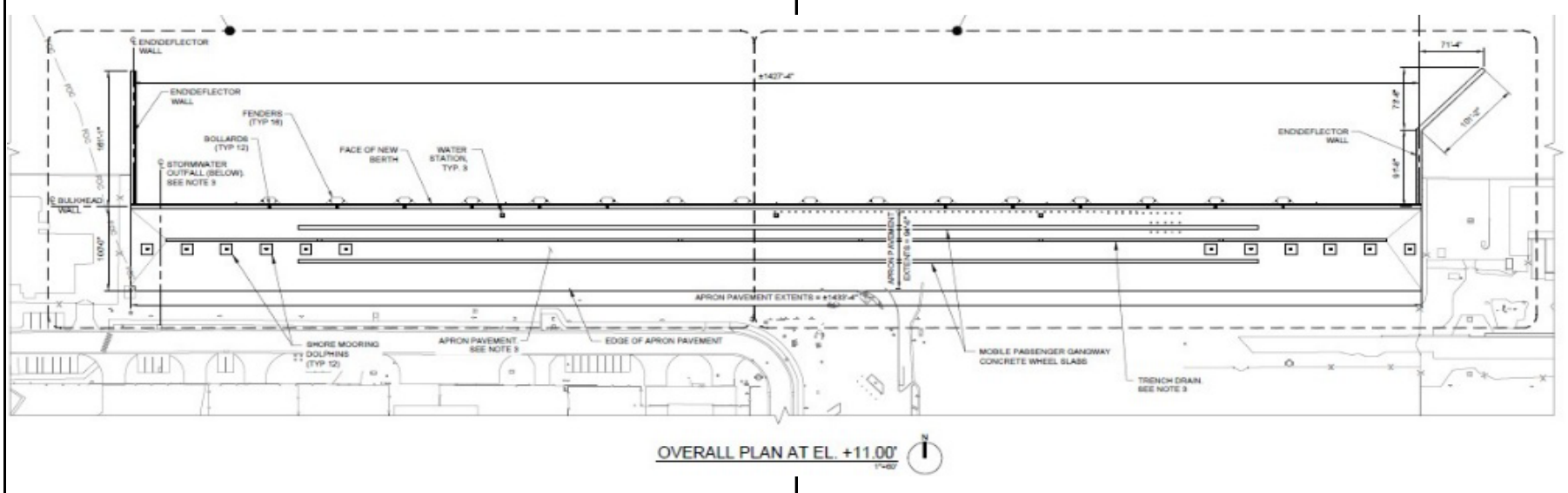
The Marine Design Team is continuing with coordination with the Landside Design Team to establish project limits and support the landside conceptual plan. The Marine Design and Landside Design teams continue the coordination of connection points for various utilities throughout the future site; water, stormwater, power, IT, etc.

PROJECT: 2287-24084	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs Eng. Group			TOTAL PROJECT BUDGET	$ 3,208,763
BUDGET (Proposed)		$ -	$ -	GRANT PROGRAM	
ORIGINAL CONTRACT	$ 2,820,973	$ -	$ -	GRANT AMOUNT	$ -
CHANGE ORDERS TO DATE	$ 387,790	$ -	$ -	PORT FUNDS	$ 3,208,763
AMENDED CONTRACT	$ 3,208,763	$ -	$ -	PENDING ITEMS	
PAID TO DATE	$ 2,313,733	$ -	$ -		
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

December 6, 2023 - Approval of contract to Jacobs Engineering Group

PHOTOS



OVERALL PLAN AT EL. +11.00'

CAPITAL PROJECTS UPDATE

September 2026

PROJECT: Cruise Terminal 5 Marine Improvements

DESCRIPTION: Cruise Terminal 5 Marine Improvements includes the extension of the open pile pier, mooring improvements, and existing pier repairs. The pier is being extended by 60 feet on the north and 150 feet on the south. The project adds 5 monopile mooring dolphins on the north end to improvement operational capacity and safety at the facility.

PROJECT STATUS:

RUSH Marine is nearly complete with the project. The contractor is finalizing the installation of the bollards and fenders. The contractor is awaiting delivery of the new light poles and fixtures.

PROJECT: 2030-25021	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs Engineering	RUSH Marine		TOTAL PROJECT BUDGET	$ 8,612,772
BUDGET (Proposed)		$ -	$ -	GRANT PROGRAM	
ORIGINAL CONTRACT	$ 325,010	$ 7,965,822	$ -	GRANT AMOUNT	$ -
CHANGE ORDERS TO DATE	$ 321,940	$ -	$ -	PORT FUNDS	$ 8,612,772
AMENDED CONTRACT	$ 646,950	$ 7,965,822	$ -	PENDING ITEMS	
PAID TO DATE	$ 356,738	$ 4,039,380	$ -		
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

August 20, 2025 - Approval of award RUSH Marine, $7,965,822

PHOTOS

CAPITAL PROJECTS UPDATE

September 2026

PROJECT: Cruise Terminal 5 Expansion

DESCRIPTION: Cruise Terminal 5 Expansion includes an expansion of the existing terminal of 73,983 SF to provide additional queuing, passenger security screening, seating, and luggage laydown areas. CBP FIS will also be relocated and upgraded to meet current standards.

PROJECT STATUS:

Ivey's Construction continues to make significant progress throughout the CT5 project site. Ivey's Construction continues with the erection and installation of the steel components within the new expansion grand entrance. The contractor continues to grade and pour the new slab on grade following the steel installation. The new elevator and escalator pits have been cast. Progress continues with the installation of drywall throughout the terminal. The new CBP FIS area is expected to open mid-October. Port Staff and the contractor continue to coordinate with the various cruise lines to ensure impacts to operations are minimal.

PROJECT: 2030-25025	DESIGNER	CONTRACTOR	OWNERS REP
NAME	BEA Architects	Ivey's Construction	Procon Consulting
BUDGET (Proposed)	$ 3,599,452	$ 68,998,981	$ 1,168,922
ORIGINAL CONTRACT	$ 3,599,452	$ 2,573,156	$ 1,168,922
CHANGE ORDERS TO DATE	$ 1,722,193	$ 76,377,641	$ -
AMENDED CONTRACT	$ 5,321,645	$ 78,950,798	$ 1,168,922
PAID TO DATE	$ 4,644,802	$ 13,093,085	$ 485,014
SUBSTANTIAL COMPLETION DATE			

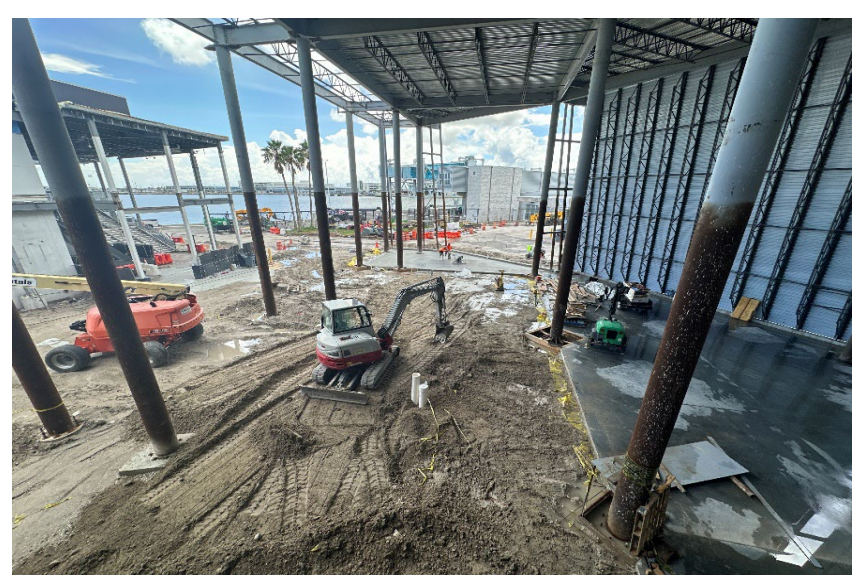
GENERAL PROJECT INFORMATION	
TOTAL PROJECT BUDGET	$ 85,441,365
GRANT PROGRAM	
GRANT AMOUNT	$ -
PORT FUNDS	$ 85,441,365

PENDING ITEMS

COMMISSION ACTION(S)

January 29, 2025 - Approval of contract to BEA Architects.
February 26, 2025 - Approval of contract to Ivey's Construction.
April 23, 2025 - Approval to negotiate with Procon Consulting's for Owner's Rep services.
June 25, 2025 - Approval of change order to increase Ivey's Construction PO by $66,425,824.07 for GMP Amendment, New Value - $68,998,980.56
September 26, 2025 - Commission approved increasing BEA Architects PO by $1,029,193.00, New Value - $4,628,645.00
February 25, 2026 - Approval of change order to increase Ivey's Construction PO by $9,951,817.17, New Value - $78,950,797.73
February 25, 2026 - Commission approved increasing BEA Architects PO by $693,000.00, New Value - $5,321,645.00

PHOTOS



CAPITAL PROJECTS UPDATE

September 2026

PROJECT: Master Lift Station and Tank Improvements

DESCRIPTION: Design the upgrades to the Port's master lift station, including a new odor control system, repairs to the existing equalization tank, and improvements to six (6) lift stations identified in the vulnerability assessment.

PROJECT STATUS:

The design development continues. The testing phase is complete and the results were discussed with the City of Cocoa Beach for continued coordination. The chemicals used had an unwanted effect at the City of Cocoa Beach Treatment plan and the CPA-Jacobs team selected a new chemical to do a second testing phase and began coordination with the City. At this time, the chemical supplier completed initial testing upstream of the main lift station wet well to test at a small scale the proposed proprietary chemical to plan for the second testing phase.

PROJECT# 1590-25034	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs Engineering			TOTAL PROJECT BUDGET	$ 418,100
BUDGET	$ 418,100			GRANT PROGRAM	No
ORIGINAL CONTRACT	$ 418,100			GRANT AMOUNT	$ -
CHANGE ORDERS TO DATE	$ -			PORT FUNDS	$ 418,100
AMENDED CONTRACT	$ 418,100	$ -	$ -	PENDING ITEMS	
PAID TO DATE	$ 280,005				
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

December 11, 2024- Commission approved issuance of PO

PHOTOS

CAPITAL PROJECTS UPDATE

September 2026

PROJECT: Jetty Park Improvements

DESCRIPTION: The design will include existing site condition assessment, preliminary master concept plans, natural resource assessment, and stormwater management system preliminary planning. Improvements to be considered in the design will include 90 RV sites, road improvements, new cabins, an overflow parking lot, a dog park, new bathrooms/laundry facilities at the campground and new bathrooms at the day park, lighting improvements, new sidewalks, access control, CCTV and Wi-Fi enhancements.

PROJECT STATUS:

The 30% design documents were submitted and CPA had a few internal meetings to evaluate and comment on the drawings. A few meetings are planned to review the communications concept and items related to facilities. The 60% Design documents are expected by the end of September.

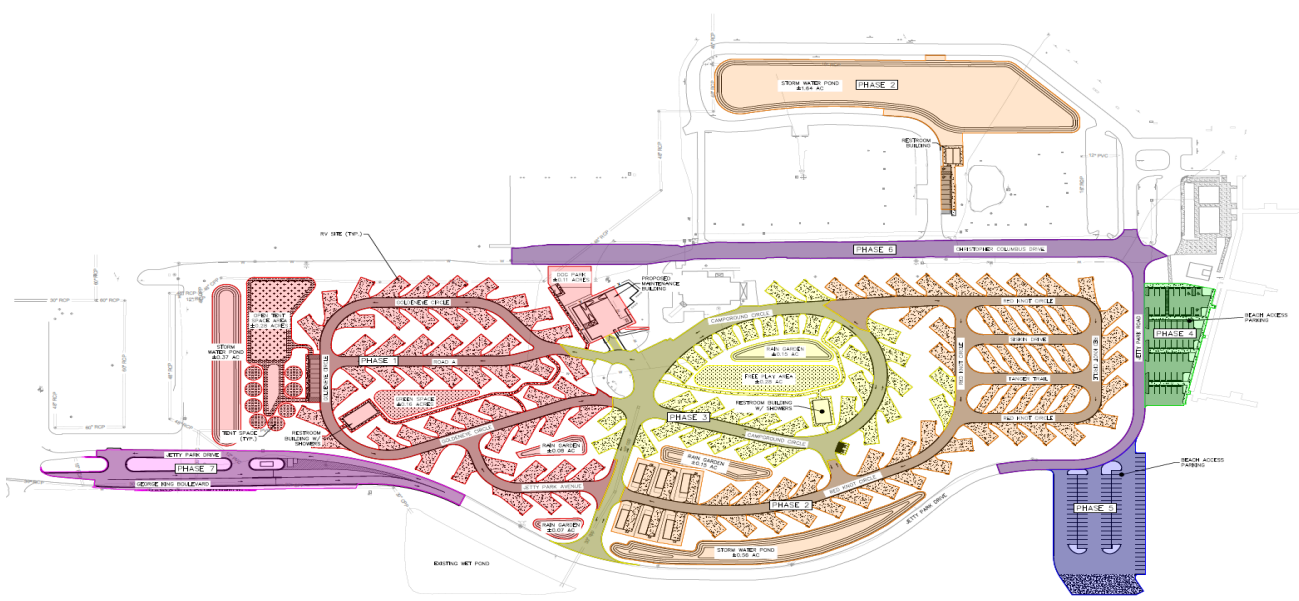
Design and coordination continues.

PROJECT# 1530-25057	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Kimley-Horn and Associates Inc			TOTAL PROJECT BUDGET	$ 818,567
BUDGET	$ 818,567			GRANT PROGRAM	
ORIGINAL CONTRACT	$ 142,578			GRANT AMOUNT	$ -
CHANGE ORDERS TO DATE	$ 675,989			PORT FUNDS	$ 818,567
AMENDED CONTRACT	$ 818,567	$ -	$ -	PENDING ITEMS	
PAID TO DATE	$ 311,816				
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

April 23, 2025 - Commission authorized staff to negotiate cost proposal with Kimley-Horn for Design Services
August 20, 2025 - Commission approved issuance of PO to Kimley-Horn for Design Services
March 25, 2026 - Commission approved CO to Kimley-Horn Design PO

PHOTOS



CAPITAL PROJECTS UPDATE

September 2026

PROJECT: Ketcham Park Boat Ramp Design and Permitting Services

DESCRIPTION: The design for Ketcham Park will modify the existing facilities to allow two boats to be launched and improve the boater maneuverability into and out of the ramp.

PROJECT STATUS:

The design effort is progressing as planned, the 100% construction drawings have been submitted. CPA and Jacobs completed the environmental documentation and submitted to the agencies. Pending permits approval.

As required in the grant agreement, the 100% Design Development documents were shared and accepted as final by the Florida Boating Improvement Program team.

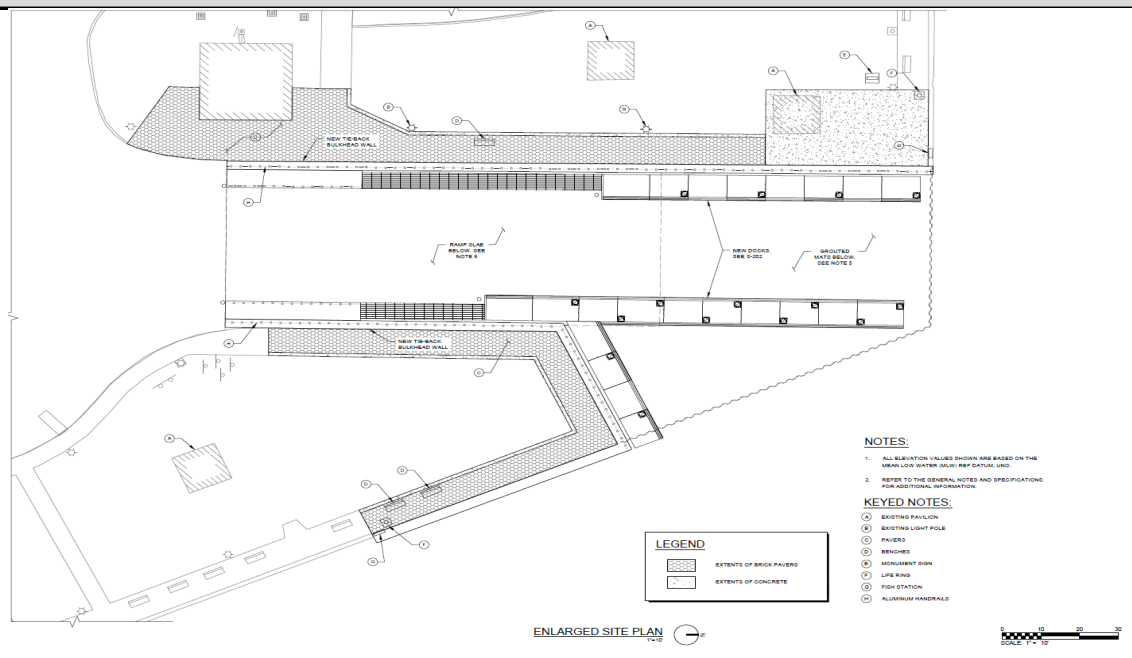
CPA intends to seek grant funding for the construction of this project through Florida Inland Navigation District (FIND). Applications will be submitted early next year and funding is expect by fall, if awarded.

PROJECT# 1530-18025	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs Engineering			TOTAL PROJECT BUDGET	$ 350,000
BUDGET	$ 339,000			GRANT PROGRAM	Yes
ORIGINAL CONTRACT	$ 339,000			GRANT AMOUNT	$ 245,000
CHANGE ORDERS TO DATE				PORT FUNDS	$ 105,000
AMENDED CONTRACT	$ -	$ -	$ -	PENDING ITEMS	
PAID TO DATE	$ 306,956				
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

March 19, 2025- Commission approved issuance of PO

PHOTOS



CAPITAL PROJECTS UPDATE

September 2026

PROJECT: Cruise Terminal 2 Waterside Design

DESCRIPTION: Waterside design Engineering and Permitting services for a new cruise terminal berth at the south side of the Port. The anticipated berth length is approximately 1450 feet.

PROJECT STATUS:

The design team completed the geotechnical investigation at the Air Force base and will be submitting the report in the next weeks.

CPA continues to coordinate with Chesapeake Utilities Corporation for the replacement of the gas line similar to the Air Force communications line.

CPA began coordination with Chesapeake Utilities Corp on the reimbursement agreement for the work.

Jacobs continues to advance the berth design.

PROJECT# 2046-25047	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs Engineering			TOTAL PROJECT BUDGET	$ 2,591,220
BUDGET	$ 2,591,220				
ORIGINAL CONTRACT	$ 2,591,220			GRANT AMOUNT	$ -
CHANGE ORDERS TO DATE				PORT FUNDS	$ 2,591,220
AMENDED CONTRACT	$ 2,591,220	$ -	$ -	PENDING ITEMS	
PAID TO DATE	$ 1,211,723				
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

January 29, 2025 - Commission authorized staff to negotiate cost proposal
March 19, 2025- Commission approved issuance of PO

PHOTOS

CAPITAL PROJECTS UPDATE

September 2026

PROJECT: Cruise Terminal 8 Elevator/Escalator Upgrades

DESCRIPTION:

The installation of two new elevators at the garage and installation of a new escalator near the terminal. Project includes structural modifications and new expansion joints at each level in the garage.

PROJECT STATUS:

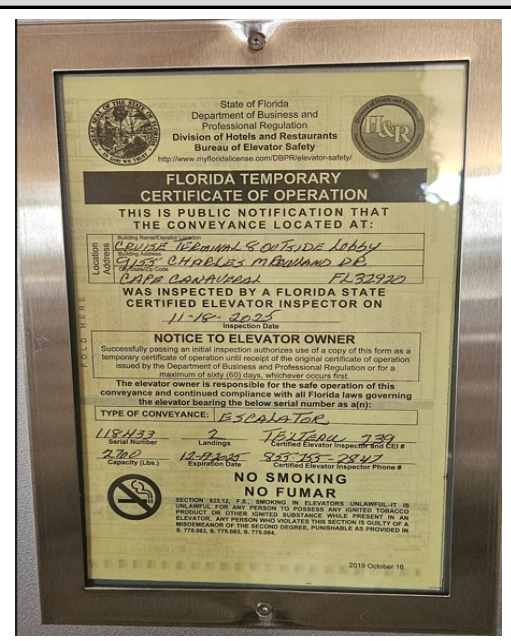
The elevators installation will require the backup generator package to be installed by Schindler in order to comply with the State requirements and inspection. The contractor is working with Schindler to coordinate the additional work required.

PROJECT: 1640-23067	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	BEA	IMS	TBD	TOTAL PROJECT BUDGET	$ 2,583,623
BUDGET				GRANT PROGRAM	
ORIGINAL CONTRACT	$ 141,931	$ 2,293,000		GRANT AMOUNT	
CHANGE ORDERS TO DATE	$ 120,017	$ 28,675		PORT FUNDS	$ 2,583,623
AMENDED CONTRACT	$ 261,948	$ 2,321,675		PENDING ITEMS	
PAID TO DATE	$ 235,108	$ 2,165,621			
SUBSTANTIAL COMPLETION DATE	04/15/25	06/30/25			

COMMISSION ACTION(S)

June 28, 2023 - Commission approved purchase order to BEA for the CT8 Elevator/Escalator design.
February 28, 2024 - Commission approved award to IMS Contracting, Inc., for the installation of the CT8 Elevators/Escalator
February 26, 2025 - Commission approved awarded to BEA for additional elevators
January 28, 2026 - Commission approved increasing IMS Contracting PO by $9,871.06, new value - $2,302,871.06
July 1, 2026 - Commission approved increasing IMS Contracting PO by $18,803.57, new value - $2,321,674.63

PHOTOS



CAPITAL PROJECTS UPDATE

September 2026

PROJECT:	Cruise Terminal 10 Improvements
DESCRIPTION:	Landside and Waterside Design

PROJECT STATUS:

CPA, BA, and PCL continue to meet weekly to advance in the design and refine project phasing. The100% design submittal was received at the beginning of September and the project cost will be submitted by mid-October.

The contractor began mobilization of their laydown area and is almost complete with the temporary crew/vendor check-in trailer. The communications scope of work is still pending in this area. CPA is coordinating with external stakeholders to relocated equipment and materials from the existing crew-vendor building in preparation for the demolition. The temporary bus parking is almost complete with minor storm drain work and cover areas for passengers and stevedores pending.

The waterside design team completed the permits exhibits and submitted them to the agencies. The FDEP permit was approved. Sediment sampling activities are complete. The 90% design documents were submitted and distributed to the stakeholders for comments.

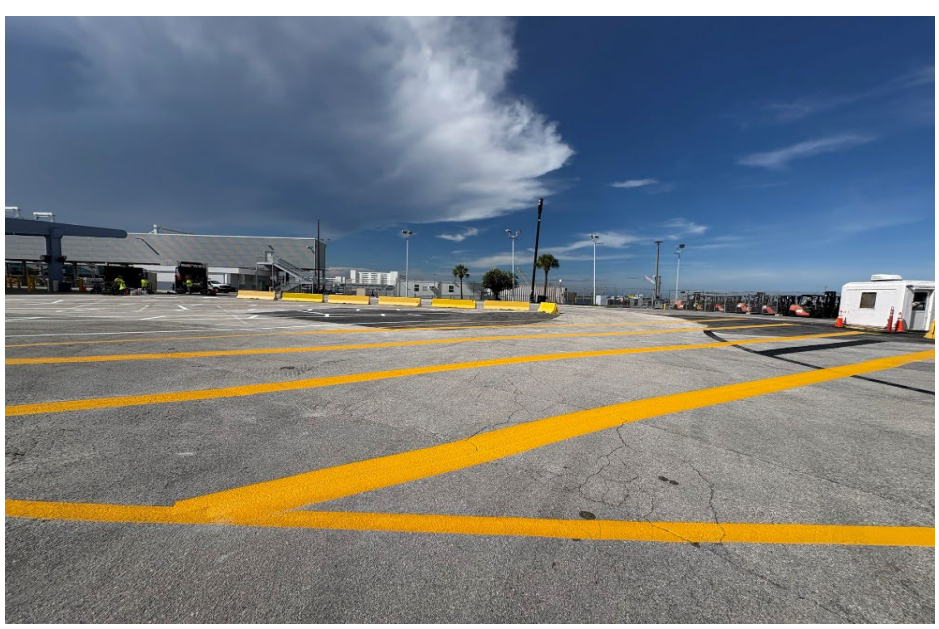
CPA is coordinating with Seaport Canaveral to temporarily remove a section of the fuel line at CT10 to facilitate the safe installation of sheet piles at the west end of the pier.

PROJECT# 2042-26000	**DESIGNER**	**CONTRACTOR**	**OWNERS REP**	**GENERAL PROJECT INFORMATION**	
NAME	Bermello Ajamil & Partners	PCL Construction Services	KMI International Inc	**TOTAL PROJECT BUDGET**	$ 40,864,482
BUDGET	$ 4,550,668	$ 60,000	$ 408,593	**GRANT PROGRAM**	
ORIGINAL CONTRACT	$ 4,550,668	$ 60,000	$ 408,593	**GRANT AMOUNT**	$ -
CHANGE ORDERS TO DATE	$ 2,440,205	$ 33,405,016		**PORT FUNDS**	$ 40,864,482
AMENDED CONTRACT	$ 6,990,873	$ 33,465,016	$ 408,593	**PENDING ITEMS**	
PAID TO DATE	$ 2,044,663	$ 57,000	$ -		
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

December 10, 2025 - Commission approved issuance of PO to BA for Design and Permitting and PCL for Preconstruction Services.
April 29, 2026 - Commission approved increasing PCL Construction's PO by $6,317,06.00, new value - $6,377,064.00
June 3, 2026 - Commission approved increasing PCL Construction's PO by $23,231,898.00 new value - $29,608,962.00
July 1, 2026 - Commission approved increasing BA's PO by $2,440,205.00, new value - $6,990,873.00
July 1, 2026 - Commission approved increasing PCL Construction's PO by $3,856,054.00 new value - $33,465,016.00
July 1, 2026 - Commission approved issuing a PO to KMI International for Owner's Rep Services

PHOTOS



Meeting Date

September 23, 2026

AGENDA ITEM REQUEST

Section:	Engineering, Construction, and Facilities
Item Number:	1.A
Department:	Engineering
Requested Action:	Consideration of authorizing staff to issue a purchase order to Keep Brevard Beautiful (KBB) under their continuing professional services contract for Removal of Invasive Vegetation, Litter & Debris for Fiscal Year 27 services with a not-to-exceed amount of $269,000, subject to final approval of the FY27 budget. (Bob Musser/Bill Crowe)

Summary Explanation & Background:

At the February 26, 2025 meeting, the Board approved a continuing professional services contract to Keep Brevard Beautiful (KBB) for the Removal of Invasive Vegetation, Litter & Debris Professional Services (RFP-25-10) throughout the Port and on other lands owned, which was fully executed by both parties on February 28, 2025. Fiscal Year (FY) 26 was the first full-year under the new contract which expanded litter removal services along George King Blvd., SR 401, and several truck and ride-share staging and queueing areas along with continuing harbor litter collections, fishing line tube maintenance, invasive/exotic vegetation removal and treatment, and reporting as well as regular shoreline and roadside cleanups along SR 528 within the Port jurisdiction that is funded by the Brevard County Tourist Development Council (TDC).

Additional As-Needed Litter Removal Services, as included in Section A.6 of the contract service tasks and pricing, was needed by the CPA for the temporary parking area south of SR 401/west of Grouper Rd. This was added to the KBB contract in February 2026 and was added to the project budget and scope of services for FY27.

Staff requests the Board authorize the Port Director/CEO to approve a purchase order pursuant to the included proposal, with a total not-to-exceed of $269,000, subject to final approval of the FY2027 budget.

Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No

Financial Review:	The total amount of $269,000 is included in the proposed FY27 Operating Budget (Environmental).

Attachments:

KBB Proposal PORT2027signed.pdf

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES FOR REMOVAL OF INVASIVE VEGETATION, LITTER, AND DEBRIS

Contract 20250228 - 2027 Budget/Cost Proposal

Submitted to Canaveral Port Authority
September 4, 2026

Keep Brevard Beautiful, Inc.
Connie Herring, Executive Director
cherring@keepbrevardbeautiful.org
1620 Adamson Road
Cocoa, Florida 32926
Office 321-631-0501 | Cell 336-712-6419

keepbrevardbeautiful
KEEP AMERICA BEAUTIFUL AFFILIATE

Sept 4, 2026

Mr. Robert Musser
Senior Director, Environmental
Canaveral Port Authority
445 Challenger Road, Bldg-Rm: MC 311
Cape Canaveral, FL 32920

TRANSMITTED BY EMAIL

Re: **Contract 20250228**
2027 Budget/Cost Proposal

Dear Bob:

As you requested, Keep Brevard Beautiful, Inc. (KBB) is honored to provide this proposal outlining the 2027 budget for all services furnished by our organization to Canaveral Port Authority under the terms of the referenced contract.

For more than 20 years, KBB has assisted you with maintaining the environment at the Port and surrounding property to create a positive experience for visitors and Brevard residents alike. This includes providing litter removal and maintenance along SR-528 since 2019, harbor cleanups since 2007, and invasive species removal and management since 2006. Our contract was expanded in March 2025 to encompass additional roadways and areas withing the Port. We are proud to continue this essential work and stand ready to adjust our services to meet the Port's needs as you grow and expand.

KBB values our partnership with Canaveral Port Authority and looks forward to meeting your service expectations as the Port continues to impact the economic health of our community.

Thank you for the opportunity to present this proposed budget. Please don't hesitate to raise questions or request additional information necessary to satisfy your needs.

Sincerely,

Connie Herring

Connie Herring
Executive Director

1620 Adamson Road Cocoa, FL 32926 · Phone 321-631-0501 · Fax 321-631-2840 · www.keepbrevardbeautiful.org

keepbrevardbeautiful
KEEP AMERICA BEAUTIFUL AFFILIATE

PRICE BID AND SCOPE OF SERVICES – 10-1-26 through 9-30-27

Contractor/Bidder Information

Organization: **Keep Brevard Beautiful, Inc.**
Contact Name: Connie Herring, cherring@keepbrevardbeautiful.org, 336-712-6419
Address: 1620 Adamson Road, Cocoa, FL 32926

Existing under the laws of the State of Florida, doing business as a not-for-profit corporation, to furnish all materials, equipment, and labor to perform all work in accordance with the contract specifications outlined in **Contract 20250228.**

Service Tasks and Pricing

Contract 20250228 became effective on March 1, 2025, and is to be in effect for an initial term of three (3) years, with the potential to extend for two (2) additional one (1) year periods, subject to the agreement of the parties. This proposal outlines the regular and as-needed services KBB will provide at Port Canaveral during Canaveral Port Authority's Fiscal Year beginning October 1, 2026, and ending September 30, 2027. The service tasks and pricing will be furnished according to the following schedule:

REMOVAL OF LITTER & DEBRIS ONLY (Note, costs must be included regardless if covered by grants and other funding sources)

Description:	Cost per Cleanup	# of Cleanups (multiplied by)	Cost per Year
A.1 Landside Litter Removal-528 **	$311.54	156	$ 48,600.00
A.2 Landside Litter Removal-401	$285.00	104	$ 29,640.00
A.3 Landside Litter Removal-GKB	$285.00	104	$ 29,640.00
A.4 Landside Litter Removal (Commercial transportation ride share queuing areas)	$300.00	208	$ 62,400.00
A.5 Landside Litter Removal (Truck staging areas – as directed)	$350.00	24	$ 8,400.00
A.6 Additional As-Needed Litter Removal Services			
1-Person Crew	Hourly $80.00	Day $640.00	
2-Person Crew	Hourly $80.00	Day $1,280.00	
A.6.1 Litter Removal Northside Temporary Parking	$320.00	52	$ 16,640.00

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***KBB receives funding for A-1 from Brevard County TDC, per a contract approved by the Brevard County Commission, for Landside Litter Removal and maintenance along SR 528, contract term beginning October 1, 2024, through September 30, 2027, with two one-year renewals thereafter.*

B. Harbor Litter Removal	$1,000.00	26	$ 26,000.00
C. Monofilament Tubes	$95.00	10	$ 950.00
D. Monthly Reporting	$50.00	12	$ 600.00
TOTAL ANNUAL COST (Litter & Debris Removal (A.1-A.5, A.6.1, B, C), Monthly Reporting (D)			**$222,870**

E. INVASIVE AREAS & EXOTIC VEGETATION MANAGEMENT & MAINTENANCE OF PREVIOUSLY TREATED AREAS

Description:	Cost per Quarter	# of Services (multiplied by)	Cost per Year
Areas outlined on Boundary Maps	$11,400	4	$45,600
TOTAL ANNUAL COST (Invasive & Exotic Vegetation Management & Maintenance of Previously Treated Areas) Cost for new areas requiring eradication and treatment, as may be deemed necessary by the Authority, will be negotiated as the areas are identified.			**$45,600**

Per the terms of the referenced contract, KBB will supply the necessary supervision, manpower, vehicles, tools, safety equipment (bags, gloves, and safety vests), traffic warning devices and any other equipment necessary to safely carry out the work. All litter and debris collected at the site will be bagged, transported and properly disposed of at the Brevard County landfill. Reporting and invoicing for these services will be handled in a manner consistent with the terms of the Agreement between Canaveral Port Authority and KBB, and will include an estimate of the amount of debris removed during each cleanup event and landfill weight tickets.

No "as-needed" or "as-directed" services will be provided without prior written authorization from Canaveral Port Authority. KBB proposes to provide these services during the CPA's 2027 fiscal year starting October 1, 2026, for the costs detailed above and for the total costs as summarized below.

TOTAL ANNUAL COST (Litter & Debris Removal (A.1-A.5, A.6.1, B, C), Monthly Reporting (D)	TOTAL ANNUAL COST (Invasive & Exotic Vegetation Management & Maintenance of Previously Treated Areas)	TOTAL PROPOSED COST
$222,870	$45,600	$268,470

Scope of Services

KBB will provide litter and debris removal services and invasive and exotic species management at the outlined frequency and intervals described in Appendix "A" Scope of Services and Exhibit "B" (CPA Property Ownership Boundary Map) of Contract 20250228, as well as the subsequent approved task order for Task A.6.1, Litter Removal Northside Temporary Parking. Services include the following:

A. **Landside Litter Removal**

1. **Landside Litter Removal-State Road 528 (SR 528)** ***(Funded by Brevard County TDC)***
   a. Provide cleanups along both sides of the roadside, median, shoreline and right-of-way of SR 528 from east of the Indian River Lagoon Bridge, Merritt Island, to the SR 401 and the George J. King Boulevard exits, as at a minimum to include:

   Frequency: Three (3) days per week, 52 weeks including Monday, either one Saturday or Sunday and an additional weekday for a total of 156 cleanups per year.

   b. Provide an estimate of the amount of debris removed during each cleanup event in a report including landfill weight tickets.
   c. Supply the necessary supervision, manpower, vehicles, tools, safety equipment (bags, gloves, and safety vests), traffic warning devices and any other equipment necessary to safely carry out the work.
   d. Bag all litter and debris and properly dispose of it at the Brevard County landfill.

2. **Landside Litter Removal-State Road 401 (SR401)**
   Provide cleanups along both sides of the roadway and right-of-way, median, and shoreline of SR 402 from the exit and entrance ramps off SR 528 continuing along SR 401 to the Port boundary.

   Frequency: Twice per week for a total of 104 cleanups per year.

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3. **Landside Litte Removal-George Kind Boulevard (GKB)**
   Provide cleanups along both sides of George King Boulevard roadway and median from the exit and entrance ramps off SR 528 continuing east to the entrance of Jetty Park.

   Frequency: Twice per week for a total of 104 cleanups per year.

4. **Landside Litter Removal-George King Boulevard adjacent Commercial Transportation/Ride Share Queuing Areas**

   Provide cleanups at the commercial/ride share staging areas weekly on Monday, Friday, Saturday and Sunday.

   Frequency: Commercial transportation/ride share stating areas four (4) times per week for a total of 208 cleanups per year.

5. **Staging areas**
   Provide cleanups at designated truck staging areas as directed, not to exceed 24 cleanups per year.

6. **Additional As-Needed Litter Removal Services**
   When requested by CPA, provide day and hourly rates for labor and equipment for additional as-needed litter removal services. Rates should encompass all staff, equipment, vehicles, trailers, disposal costs, etc. necessary to perform the Services. Task A.6.1 Litter Removal Northside Temporary Parking was added to the scope in FY 2025-2026 and will continue through FY 2026-2027 as follows.

   Task A.6.1 Litter Removal Northside Temporary Parking
   Provide cleanups in the temporary lot, including litter removal from accessible vegetated areas adjacent to lot access roads unless those areas are covered by other KBB contract tasks.

   Frequency: One (1) time per week, not to exceed 52 cleanups per year.

B. Port Harbor Litter Removal

1. At a minimum, provide monthly cleanups of floating marine debris in the harbor for a total of 26 cleanups per year on a frequency of approximately two per month.
2. Supply manpower, bags, gloves, grabbers, boat including fuel to clean the harbor of debris. Vessel must be properly registered, licensed, and insured and contain all up to-date required USCG safety gear. The vessel must also be emblazoned with clearly visible lettering, signs, or flags which indicate something similar to "port harbor cleanup patrol."
3. Coordination must occur with CPA to establish the cleanup day based on port vessel traffic and tidal and weather conditions. Contractor must also coordinate with and notify the Brevard County Sheriff Office in Port Canaveral, Florida Fish and Wildlife

Conservation Commission, and the United States Coast Guard Marine Safety Unit Port Canaveral on the day of the cleanup.

4. Documentation of each cleanup event to include the weather and harbor conditions, location of debris, estimated amount removed, and items of interest must be submitted after each water cleanup event. CPA is interested in any debris that may originate from port tenants, cruise lines, or cargo vessels. Please provide any details to allow Port staff to follow up.
5. Bag all litter and debris and properly dispose of it at the Brevard County landfill.

C. **Monofilament Collection Tubes**

1. Provide on an as needed basis (not to exceed ten times per year), removal of the contents of monofilament collection tubes located at Port park facilities.
2. Provide an estimated weight of the removed material, location, description of the material in a report each time a removal is completed.
3. Bag and properly dispose of the material in local monofilament recycling drop-off facility.

D. **Monthly Reporting**

Monthly reporting includes an accurate detailing of the services completed and documentation such as time sheets, landfill weight tickets, and pictures to accompany the monthly invoice for review and payment.

E. **Invasive Species Management & Maintenance of Previously Treated Areas**

1. Provide invasive and exotic plant species management and maintenance on all CPA lands as depicted in Exhibit "B" unless listed as not included. The work will be performed utilizing current control technologies for removal and management of invasive and exotic pest plant species, including but not limited to Brazilian pepper and Australian pine and those listed as Category I & II by the Florida Exotic Pest Plant Council (FLEPPC – www.fleppc.org) in uplands and adjacent to surface waters on Port-owned lands. Work consists of systematically traversing, locating and treating 100% of the invasive and exotic vegetation, resulting in 95% target plants being killed. The baseline of the work includes regular maintenance of treated areas, with the possible addition of new work areas. The work area shall include all areas described in this work description. Bidding shall include annual cost per quarter to occur approximately February, May, August, and November, which is primarily outside of the December-March timeframe when Brazilian pepper trees are fruiting. Method of control is treatment with USEPA-approved herbicides in accordance with manufacturers' label instructions. Some mechanical removal work with chainsaw or other means may be required for access or to avoid damage to any adjacent mangroves and/or non-target vegetation. Where necessary, brush shall be removed from the shoreline, stockpiled, and hauled away or mulched in place. USEPA approved herbicides, selected for use in areas adjacent to surface waters, shall be applied according to the label instructions and site-specific work plan.

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2. Contractor must demonstrate that all equipment has been properly maintained and decontaminated prior to mobilizing to site. Limited access is available in some locations for truck and mobile equipment access. Contractor shall provide proper safety and traffic control equipment for access and work within the public right of way. Project management office site is the Canaveral Port Authority Maritime Center, Suite 301. Prior to each event, Contractor will be required to provide a site-specific written environmental safety plan addressing work dates and work areas, qualified personnel and equipment, emergency response and emergency contact information, documentation of equipment calibration and maintenance, equipment decontamination methods, methods to assure safe site access/maintenance of traffic of work areas, control exposure for work in public areas, brush stockpile and mulching areas, protections for surface water and non-target species, herbicide application rate, timing and technique, herbicide mixing areas(s), and herbicide container disposal. Contractor shall also provide post-work documentation, including summary of treatment applications and areas, according to the pre-work plan or documentation of deviations, and statement that all herbicide applications were performed in accordance with label instructions.

3. Management areas include CPA-owned right of way within the property lines along SR 528 and within Port Canaveral, including the additional area added in Jetty Park.

1620 Adamson Road Cocoa, FL 32926 · Phone 321-631-0501 · Fax 321-631-2840 · www.keepbrevardbeautiful.org

Meeting Date

September 23, 2026

AGENDA ITEM REQUEST

Section:	Engineering, Construction, and Facilities
Item Number:	1.B
Department:	Engineering
Requested Action:	Consideration of approving a rate increase for the Professional Environmental Property Management Engineering Services Continuing Contract (PUR-RFQ-22-4) for TetraTech. (Bob Musser/Bill Crowe).
Summary Explanation & Background: Pursuant to the Professional Environmental Property Management Engineering Services Continuing Contract (PUR-RFQ-22-40) terms under Compensation of Services, the consultant may request a cost-of-living increase in the third year of the contract based on Bureau of Labor and Statistics established rates. Tetra Tech is requesting a 3.53% rate increase, from June 2025 – June 2026. Attached is their rate sheet from 2023 along with the proposed increase requested rates for Fiscal Year 2027.	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

Eng Proposed CPA Rate Sheet FY27 update 20260914-REV.pdf

Tetra Tech FY23 Eng Proposed CPA Rate Sheet 20230110.pdf

Schedule of Hourly Rates

Tetra Tech FY 2027

3.53% hourly rate increase (rounded) from 2023 contract based on CPI from June 2025 to June 2026

CPA Environmental Property Management – Engineering Services for Continuing Contract

Personnel	Hourly Rate
Management	
Initiative Lead	$311
Program Manager	$259
Senior Project Manager	$217
Project Manager	$197
Engineers	
Senior Engineering Manager	$290
Senior Engineer III	$269
Senior Engineer II	$248
Senior Engineer I	$228
Staff Engineer V	$207
Staff Engineer IV	$192
Staff Engineer III	$166
Staff Engineer II	$145
Staff Engineer I	$129
Junior Engineer	$114
Engineering Intern	$104
Architects and Scientists (Geologists, Biologists, Chmists, Environmental Scientists)	
Senior Architect/Scientist II	$223
Senior Architect/Scientist I	$202
Architect/Scientist V	$181
Architect/Scientist IV	$155
Architect/Scientist III	$140
Architect/Scientist II	$124
Architect/Scientist	$114
Junior Architect/Scientist	$98
Surveying	
Professional Surveyor (Land)	$202
Land and Marine Survey field crews rates will include required equipment, and will be developed on a project specific basis to accommodate the required field equipment, vessels, trucks, off road utility vehicles, etc.	
Drafting/Geographic Information Systems (GIS)	
Drafting/GIS Manager	$155
Senior Drafting and GIS	$140
Staff Drafting and GIS	$109
Drafting and GIS Intern	$98
Construction and Technicians	
Senior Construction Manager	$207
Construction Manager	$166
Engineering Technician	$140
Senior Environmental Technician/Equipment Operator	$119
Staff Environmental Technician/Equipment Operator	$98
Junior Environmental Technician/Equipment Operator	$83
Administrative	
Senior Contracts, Finance, and Procurement	$171
Contracts, Finance, and Procurement	$119
Senor Administrative Staff	$98
Administrative Staff	$78

Reimbursable Expenses

Schedule of Hourly Rates

Tetra Tech FY 2027

3.53% hourly rate increase (rounded) from 2023 contract based on CPI from June 2025 to June 2026

CPA Environmental Property Management – Engineering Services for Continuing Contract

Personnel	Hourly Rate
Subconsultants	At Cost
Other Direct Costs	At Cost
Equipment Rates	
Personal Vehicle	GSA Rate

Equipment including survey, geotech, drilling, and monitoring will be selected based on the project scope and priced based on market rates.

Schedule of Hourly Rates

Tetra Tech FY 2023

Canaveral Port Authority Environmental Property Management – Engineering Services for Continuing Contract

Personnel	Hourly Rate
Management	
Initiative Lead	$300
Program Manager	$250
Senior Project Manager	$210
Project Manager	$190
Engineers	
Senior Engineering Manager	$280
Senior Engineer III	$260
Senior Engineer II	$240
Senior Engineer I	$220
Staff Engineer V	$200
Staff Engineer IV	$185
Staff Engineer III	$160
Staff Engineer II	$140
Staff Engineer I	$125
Junior Engineer	$110
Engineering Intern	$100
Architects and Scientists (Geologists, Biologists, Chmists, Environmental Scientists)	
Senior Architect/Scientist II	$215
Senior Architect/Scientist I	$195
Architect/Scientist V	$175
Architect/Scientist IV	$150
Architect/Scientist III	$135
Architect/Scientist II	$120
Architect/Scientist	$110
Junior Architect/Scientist	$95
Surveying	
Professional Surveyor (Land)	$195
Land and Marine Survey field crews rates will include required equipment, and will be developed on a project specific basis to accommodate the required field equipment, vessels, trucks, off road utility vehicles, etc.	
Drafting/Geographic Information Systems (GIS)	
Drafting/GIS Manager	$150
Senior Drafting and GIS	$135
Staff Drafting and GIS	$105
Drafting and GIS Intern	$95
Construction and Technicians	
Senior Construction Manager	$200
Construction Manager	$160
Engineering Technician	$135
Senior Environmental Technician/Equipment Operator	$115
Staff Environmental Technician/Equipment Operator	$95
Junior Environmental Technician/Equipment Operator	$80
Administrative	
Senior Contracts, Finance, and Procurement	$165
Contracts, Finance, and Procurement	$115
Senor Administrative Staff	$95
Administrative Staff	$75

Reimbursable Expenses	
Subconsultants	At Cost
Other Direct Costs	At Cost

Schedule of Hourly Rates

Tetra Tech FY 2023

Canaveral Port Authority Environmental Property Management – Engineering Services for Continuing Contract

Personnel	Hourly Rate
Equipment Rates	
Personal Vehicle	GSA Rate

Equipment including survey, geotech, drilling, and monitoring will be selected based on the project scope and priced based on market rates.

Meeting Date

September 23, 2026

AGENDA ITEM REQUEST

Section:	Engineering, Construction, and Facilities
Item Number:	1.C
Department:	Engineering
Requested Action:	Consideration of approving a purchase order to Foth Olsen in the amount of $130,500 for coastal engineering support related to Port Canaveral Inlet Management Plan implementation for monitoring, planning, and construction services pursuant to their Professional Coastal Engineering Services Continuing Contract (RFQ) 25-8. (Bob Musser/Bill Crowe)

Summary Explanation & Background:

Port Canaveral (CPA) was the first Florida port to implement and adopt an Inlet Management Program (IMP) around thirty years ago, leading the way in Brevard County beach restoration and jetty, inlet and harbor/dredging improvements related to sand management.

In 2025, Foth Olsen was awarded our Professional Coastal Engineering Services Continuing Contract (RFQ) 25-8. The anticipated costs for coastal engineering services in FY27 is included in the Environmental Department Operating budget for IMP implementation which covers permit compliance and monitoring for Sand Bypass VI, O&M dredging and nearshore disposal, North Jetty repairs, IMP and Regional Sediment Management (RSM) updates, beach lighting surveys, exotic/invasive dune vegetation treatment, and Jetty Park sea turtle monitoring. Most tasks are 50% reimbursable through the existing grants outlined below.

This contract is directly related to the Port's Inlet Management Plan (IMP) and financially offset by the Port's successful track record of procuring state grants through the Florida Beach Management Funding Assistance Program, administered by the Florida Department of Environmental Protection (FDEP).

We currently have one IMP grant agreement with FDEP: Agreement 24BE2_A1 totals $243,000 with a 50/50 FDEP cost-share covering design and permitting, construction, and monitoring activities.

Between this grant we expect to have enough cost-matched FDEP grant funds into 2028 and expect to submit a new grant request in FY 27. Staff requests the Board authorize the Port Director/CEO to a approve purchase order pursuant to the included proposal, not to exceed $130,500, subject to final approval of the FY2027 budget.

Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	The amount of $130,500 is included in the FY27 Operating Budget

Attachments:

FOTH_Scope of Work-IMP_FY2027_14 Sept2026_Rev.pdf

September 14, 2026

Mr. Robert Musser
Canaveral Port Authority (CPA)
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920

Re: Scope of Work for Port Canaveral Inlet Management Plan Implementation;
CPA Fiscal Year 2027: October 1, 2026 – September 30, 2027

Dear Mr. Musser:

The following Scope of Work (SOW) is proposed in regard to continuing implementation of the Port Canaveral Inlet Management Plan (IMP) and related tasks for the Port's fiscal year 2027, from 1 Oct 2026 through 30 Sept 2027. The work shall be completed by Foth Infrastructure & Environment, LLC ("Foth") pursuant to the firm's continuing contract for coastal engineering services (RFQ-25-8). The principal work to be conducted is (i) engineering support for permit-required beach tilling & escarpment removal in February 2027 (excluding physical execution) and for permit-required monitoring for Sand Bypass VI in summer 2027, (ii) liaison with the Corps of Engineers for implementation of nearshore disposal of O&M dredging, (iii) review of Corps construction of north jetty repairs, (iv) adoption of updated FDEP inlet management plan, (v) review of the Corps' regional sand management (RSM) evaluation at Port Canaveral, (vi) technical assistance for the CPA's management of inlet related grants, and (vii) beach lighting survey and invasive species removal along Jetty Park. Work items (i)-(vi) comprise 96% of the anticipated fiscal effort and are eligible for overall net State FDEP cost-share reimbursement of 50% for those tasks through existing FDEP grants. As such approximately 48% of the overall proposed work fee is understood to be eligible for State reimbursement to CPA (mostly in FY'28).

The proposed tasks and projected budget allowance for each are listed below, totaling T&M allowance of up to $130,500. The actual expended budget may vary between tasks 1, 2, 3; but shall not exceed the overall total proposed fee without prior written approval by CPA.

Port Canaveral Inlet Management Plan Implementation – FY2027

1. Sand Bypass VI Permit Monitoring (Yr-2), O&M dredging nearshore disposal, North Jetty Repair, IMP update & RSM review: $ 124,900

   Specific tasks include: Engineering guidance for Yr-2 post-construction tilling & scarp removal; physical monitoring and engineering summary report for Yr-2 (Sand Bypass VI); liaise with CPA and Corps for FDEP permit for nearshore disposal and expansions of nearshore disposal area; review of Corps' implementation of north jetty repairs; review of Corps' proposals for regional sand management (RSM) at the inlet & adjacent beaches; promote acceleration of Sand Bypass VII; provide technical input to adopt updated FDEP inlet management plan; provide quarterly progress reports & supporting documents for FDEP grant management (including Local Gov't Funding Request for FY28/29 in summer 2027); attend weekly project management meetings & monthly project development team (PDT) meetings with CPA & Corps; provide public information materials for CPA inlet & beach management if/as required; and provide information to CPA in response to technical questions regarding environmental and physical aspects of the Port's inlet & beach management program.

Continued, next page.

2. Beach Lighting Survey, Jetty Park: $ 2,750

   Conduct a May 2027 beach lighting survey along Jetty Park; provide report and recommendations (by subcontractor Geomar Environmental Consultants).

3. Maintenance treatment to remove invasive dune vegetation, Jetty Park (by Geomar): $ 2,850

TOTAL **$ 130,500**

State Cost-Share Reimbursement. Through prior liaison with FDEP, all costs for Task 1 are understood to be eligible for 50% State cost-share reimbursement through existing FDEP Grant Agreement 24BE2-Am.2 (expires 12/31/2028). Anticipated State (FDEP) cost-share *reimbursement* for the tasks proposed above are as follows (with funds received mostly in FY'28):

	State Share	CPA Share
Task 1:	$62,450 (50%)	$62,450 (50%)
Task 2:	$ 0 (0%)	$ 2,750 (100%)
Task 3:	$ 0 (0%)	$ 2,850 (100%)
Total:	$62,450 (48%)	$ 68,050 (52%)

Items Included and Excluded. This cost proposal does not include costs for 2027 beach profile surveys or environmental (marine turtle) monitoring surveys along the Sand Bypass VI project shorelines -- assumed to be satisfactorily and timely provided by the Corps of Engineers. No allowance is included for direct acquisition of permit modifications of the nearshore disposal area (which the Corps has stated it will accomplish). Allowance for cost-sharing with Brevard County for SB-VI 2027 monitoring is included herein (i.e., credited in proposed costs herein). This cost proposal assumes that implementation of beach tilling and escarpment removal in spring 2027 will be contracted and paid separately by the CPA, and the costs for same are not included herein. A separate budget allowance of at least $5500 for the tilling contractor is recommended.

Execution and Invoicing of the Work. As in prior years, the work shall be conducted on a Time & Materials basis. Subcontractors will include Geomar Environmental Consultants (for invasive species treatments and beach lighting surveys); and there will be no burden on subcontractor or other direct costs. Labor rates shall be per current contract. All work shall continue to be executed from our Jacksonville office. Dr. Kevin Bodge, PE will co-manage and direct the work through December 2026, with Mr. Luis Valderrama, PE, after which the project manager and principal point of contact shall be Mr. Valderrama.

Please do not hesitate to contact me if you have any questions regarding this submittal. Foth appreciates the continued opportunity to support the Canaveral Port Authority in its environmental stewardship and implementation of the Port Canaveral Inlet Management Plan. Thank you.

Sincerely,

Kevin R. Bodge, Ph.D., P.E.
Senior Coastal Engineer & Client Manager
Foth Infrastructure & Environment, LLC

Luis F. de Valderrama, P.E.
Coastal Engineer III

Meeting Date

September 23, 2026

AGENDA ITEM REQUEST

Section:	Engineering, Construction, and Facilities
Item Number:	1.D
Department:	Engineering
Requested Action:	Consideration of issuing change order #1 and increasing Purchase Order P-138753 to Ivey's Construction for the CT3 West Garage project in the amount not to exceed $59,379,321.87 for a total purchase order of $59,620,362.39. (Veronica Narvaez-Lugo /Bill Crowe)

Summary Explanation & Background:

Port Canaveral continues to experience increased cruise passenger volumes and the demand for onsite parking continues to increase as well. In coordination with various internal Port departments, Port Staff have determined that the current parking capacity for Cruise Terminal 3 will be exceeded in the next year. The new Cruise Terminal 3 West Parking Garage project will resolve the long-range parking capacity issues with the construction of an additional 2200 spaces. The new garage will be constructed west of the existing Cruise Terminal 3 parking garage.

The bid due date was July 30, 2026, and one proposal was received. The selection committee discussed the proposal and the clarifications made by the proposer during the presentation. During the August 19, 2026 commission meeting, the Commission authorized $241,040.52 in pre-construction services to the Ivey's / Finfrock D/B team to begin geotechnical investigation, topographical survey, and other preliminary works. Staff is seeking authorization of the final GMP for this project.

Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	The amount of $59,620,362.39 is included in the proposed FY27 Capital Budget.

Attachments:

CO#1 Ivey's CT3 W Park Garage.pdf

Ivey's GMP, CT-3W 2200 Concept, 9-9-26.pdf

CANAVERAL PORT AUTHORITY
CT3 West Parking Garage 26-001
Ivey's Construction, Inc.
CHANGE ORDER # 1

Contract Total To Date JL: 1135-26096 PO: 138753	**FROM:**	$241,040.52
Item 1 Increase GMP Funds	**INCREASE:**	$59,379,321.87
	NEW CONTRACT TOTAL:	$59,620,362.39

GENERAL: No changes other than those listed above are authorized.
IN WITNESS WHEREOF, the parties hereto set their hands and seals this 23rd day of September, 2026.

Inclusion of the Change Order # 1 is recommended by:

William E. Crowe, P.E., MScM, PPM, Vice President, Engineering, & Construction

CANAVERAL PORT AUTHORITY

BY: _____
Jerry Allender, Chairman

Attest: _____
Kevin Markey, Secretary/Treasurer

Ivey's Construction, Inc.

BY: _____
Title: Kevin W. Ivey, President

Attest: _____
Title: Liana Foster, Project Coordinator

PORT CANAVERAL

Cruise Terminal 3 West Parking Garage

Request for Change Order – Construction Services

September 9, 2026

IVEY'S CONSTRUCTION, INC

General Information

Firms Legal Name:

Ivey's Construction, Inc.

Contact Person:

Rocky Johnson
Vice President
4060 N. Courtenay Pkwy.
Merritt Island, FL 32953

Phone: 321-403-3071 (cell) ; 321-453-3812 (office)
Fax: 321-459-0398
Email: rjohnson@iveycon.org

Table of Contents

- Cover Letter
- GMP Cost Breakdown
- 324' – 7 Level Design Concept, 2,200 Stalls

Ivey's Construction, Inc.

4060 N. Courtenay Pkwy • Merritt Island, FL 32953 • CGC 038685 • (321) 453-3812 • FAX: 459-0398

September 09, 2026

Veronica Narvaez-Lugo, P.E.
Sr. Project Manager
Canaveral Port Authority
445 Challenger Road
Cape Canaveral, FL 32920

Reference: **Cruise Terminal 3 West Parking Garage Design-Build**

Subject: **Request for Change Order**

Veronica:

Ivey's Construction, Inc. respectfully submits the following change order request for the Cruise Terminal 3 West Parking Garage Project, based on the VE options discussed at our budget discussion meeting on August 14, 2026, and selection of the 2,200 Parking Count Concept, 324' long, 7 Levels.

GMP RCO Total **$59,379,321.87**

Assumptions:

1. Garage footprint shifted west to avoid existing utilities on the east side of the site.
2. Shifting of the Victory Casino Parking Lot to the west, maintaining the parking space count.
3. Reduction in elevators from two banks of three each, to a single bank of four elevators.
4. POV parking on the ground floor.
5. No accommodation for oversized vehicle parking inside the garage footprint.
6. Surface lot modifications to the west to accommodate oversized vehicles utilizing the primary FLASH System for the garage.
7. Modifications to the garage footprint to optimize the stall count.
8. The car guidance system is deleted, thus eliminating CPA's allowance of $1M for this item.
9. Relocating the entry/queuing to the east façade of CT-3W.
10. PA System and WAPs are deleted from this garage's scope.
11. Inclusion of one (1) Covered Pedestrian Bridge from CT-3W Garage to the CT-3E Garage.
12. Use of the south side lot east of Fire Department for precast staging.
13. Temporary closures of a portion of the west surface lot for trailer storage/crane breakdown during construction.

Exclusions:

1. Builders Risk Insurance.
2. FPL Fees and/or City of Cocoa Impact Fees.
3. Permit Fees.
4. Relocation of any underground utilities not identified on as-built drawings provided.
5. Costs associated with Ivey's Early Works GMP for this project, already been approved.

Thank you,
IVEY'S CONSTRUCTION, INC.

Michael Koons
Senior Estimator

IVEY'S CONSTRUCTION, INC

Request for Change Order - GMP Cost Breakdown

Cruise Terminal 3 West Parking Garage - 2,200 Stall Count

DESIGN BUILD COMPANY: *Ivey's Construction, Inc.*	**ESTIMATE TYPE:** *Guaranteed Maximum Price (GMP)*
OWNER: *Canaveral Port Authority*	**ESTIMATOR NAME:** *Michael Koons*
PROJECT TITLE: *Cruise Terminal 3 West Parking Garage*	**ESTIMATOR CONTACT:** *Email: mkoons@iveycon.org*
RFP NUMBER: *RFP-26-13*	**PROJECT SEGEMENT:** *Design-Build*
PROJECT NUMBER: *PN 26-001*	**DATE:** *September 9, 2026*

Line	Div	Activity/Scope	Unit	Qty	Unit Cost	Subtotal	Division Totals
1	01	**General Conditions**					**$2,875,574.16**
2		Senior Supervisor	Hr	2,560	$86.96	$222,617.60	
3		Area Supervisor / 2nd Shift	Hr	2,560	$44.85	$114,816.00	
4		Project Engineer	Hr	2,560	$48.71	$124,697.60	
5		Project Manager	Hr	2,560	$91.89	$235,238.40	
6		Field Administrator	Hr	2,560	$40.57	$103,859.20	
7		Field Safety	Hr	2,560	$82.13	$210,252.80	
8		Design-Build Manager	Hr	640	$138.11	$88,390.40	
9		Cost Control	Hr	544	$122.66	$66,727.04	
10		Safety Manager	Hr	424	$52.23	$22,145.52	
11		ODP/Subcontracts Corporate Office Administrator	Hr	180	$43.57	$7,842.60	
12		Ivey's Pre-Construction Services	LS	1	$28,040.00	$28,040.00	
13		Finfrock's General Conditions	LS	1	$1,650,947.00	$1,650,947.00	
14	01	**General Requirements**					**$1,755,352.27**
15		Insurance - Professional Liability	LS	1	Included	$0.00	
16		Builders Risk Insurance	LS	1	Excluded	By CPA	
17		Material Testing Services	LS	1	$142,215.00	$142,215.00	
18		Threshold Inspection Services	LS	1	$49,040.00	$49,040.00	
19		Pile Monitoring Services	LS	1	$62,400.00	$62,400.00	
20		Site Temp Security Fencing & Gates (w/windscreen)	LF	1,800	$28.50	$51,300.00	
21		Trailer Compound Temp Security Fencing & Gates	LF	750	$24.50	$18,375.00	
22		Offsite Laydown Temp Fencing	LF	1,800	$18.50	$33,300.00	
23		Offsite Laydown Clearing/Grading/Stabilization	Allow	1	$135,000.00	$135,000.00	
24		Maintenance of Traffic	Allow	1	$85,000.00	$85,000.00	
25		Surveying, Layout and As-builts Garage Structure	LS	1	Included	$0.00	
26		Surveying, Layout and As-builts Site	LS	1	$37,420.00	$37,420.00	
27		Aerial Photography	Mo	15	$150.00	$2,250.00	
28		Progress Cleaning	Hr	3,840	$29.30	$112,512.00	
29		Temporary Construction Offices	Mo	15	$7,045.00	$105,675.00	
30		Temp Construction Office Delivery & Return	LS	1	$45,940.00	$45,940.00	
31		Field Office Supplies	Mo	15	$250.00	$3,750.00	
32		Drinking Water	Mo	15	$150.00	$2,250.00	
33		Field Office Equipment Rental	Mo	15	$1,250.00	$18,750.00	
34		Field Office Furniture	LS	1	$15,000.00	$15,000.00	
35		Field Office Trailer Janitorial Cleaning	Mo	15	$1,390.00	$20,850.00	
36		Construction Trailer Utility Hook-up	Allow	1	$30,000.00	$30,000.00	
37		Safety	Allow	1	$135,000.00	$135,000.00	
38		Temporary Water to Site	Allow	1	$12,500.00	$12,500.00	
39		Cell Phones	Hr	15,521	$0.67	$10,399.07	
40		Company Vehicles (Fuel, Maint. & Insurance)	Hr	15,521	$7.20	$111,751.20	
41		Internet Services for Construction Office	Mo	15	$530.00	$7,950.00	
42		Dumpster and Fees	Ea	62	$525.00	$32,550.00	
43		Concrete Washout	Ea	10	$475.00	$4,750.00	
44		Temp. Toilets and Hand Washes (x3)	Mo	15	$1,575.00	$23,625.00	
45		Live Feed and Time Lapse Recording	Mo	15	$650.00	$9,750.00	
46		Live Feed and Time Lapse Recording Set-up/Removal	LS	1	$23,192.00	$23,192.00	
47		Dust Control	Allow	1	$50,000.00	$50,000.00	
48		Vibration and Crack Monitoring	Allow	1	$35,000.00	$35,000.00	
49		Rental Equipment	Allow	1	$101,250.00	$101,250.00	
50		Temporary Protection	Allow	1	$175,000.00	$175,000.00	
51		Drawing Reproductions	Allow	1	$3,500.00	$3,500.00	
52		Procore Project Management	LS	1	$7,608.00	$7,608.00	
53		FPL Fees			Excluded	By CPA	
54		Permit Fees			Excluded	By CPA	
55		City of Cocoa Impact and Water Fees			Excluded	By CPA	
56		City of Cocoa Water Connection Inspector Fees	Allow	1	$2,500.00	$2,500.00	
57		Small Tools & Supplies	Allow	1	$38,000.00	$38,000.00	

Detailed Cost Breakdown continued…

Line	Div	Activity/Scope	Unit	Qty	Unit Cost	Subtotal	Division Totals
58	**00**	**Design & Engineering Services**					**$1,072,750.00**
59		Civil Engineering	LS	1	$42,750.00	$42,750.00	
60		Geotechnical Engineering	LS	1	$0.00	$0.00	
61		Architectural Services, Structural, MEP Engineering	LS	1	$910,000.00	$910,000.00	
62		Cruise Design Integration	LS	1	$120,000.00	$120,000.00	
63		Low Voltage Engineering	LS	1	Included	$0.00	
64	**02**	**Existing Conditions**					**$952,406.00**
65		Site Demolition	LS	1	$465,600.00	$465,600.00	
66		Demolition for Oversized Surface Lot Mods	Allow	1	$50,000.00	$50,000.00	
67		Underground Utility Demolition	LS	1	$189,550.00	$189,550.00	
66		GK Demo for Construction Entrance (Island/Curb/Fence)	LS	1	$85,000.00	$85,000.00	
67		Pile Cut-offs and Disposal	LS	1	$112,256.00	$112,256.00	
68		Roadway/Pavement Cuts for Utilities/Tie-ins	LS	1	$50,000.00	$50,000.00	
69	**03**	**Concrete**					**$32,731,574.00**
70		Piles	LS	1	$5,357,870.00	$5,357,870.00	
71		Pile Caps/Foundations	LS	1	$1,469,543.00	$1,469,543.00	
72		Garage Structure	LS	1	$21,463,631.00	$21,463,631.00	
73		Add Alt Garage Costs	LS	1	$4,033,480.00	$4,033,480.00	
74		Cast in Place Concrete (Ground Level, TR/Elec/FP Rooms)	LS	1	$16,080.00	$16,080.00	
75		Cast in Place Concrete (Elevated Levels)	LS	1	$335,890.00	$335,890.00	
76		Canopy Foundations	LS	1	$31,200.00	$31,200.00	
77		LPR Gantry/Pole Foundations	LS	1	$23,880.00	$23,880.00	
78	**04**	**Masonry**					**$48,000.00**
79		Garage CMU	LS	1	$48,000.00	$48,000.00	
80	**05**	**Metals**					**$305,400.00**
81		Stairs & Railings	LS	1	$213,500.00	$213,500.00	
82		LPR Gantry/Camera Posts and Brackets	LS	1	$29,150.00	$29,150.00	
83		Bollards (Elevated Levels)	LS	1	$22,750.00	$22,750.00	
84		Misc Metals	LS	1	$40,000.00	$40,000.00	
85	**06**	**Wood, Plastics & Composites**					**$0.00**
86		Comm Room Plywood	LS	1	Included	$0.00	
87	**07**	**Thermal and Moisture Protection**					**$845,110.00**
88		Roofing, Waterproofing and Sealing	LS	1	$671,860.00	$671,860.00	
89		FLASH Pay On Entry Canopy	LS	1	$134,500.00	$134,500.00	
90		Joint Sealants (concrete pavement/garage Joint)	LS	1	$38,750.00	$38,750.00	
91	**08**	**Openings**					**$105,945.00**
92		Hollow Metal Doors & Hardware	LS	1	$16,757.00	$16,757.00	
93		Storefront Windows & Doors (Elev Lobby)	LS	1	$89,188.00	$89,188.00	
94	**09**	**Finishes**					**$280,450.00**
95		Garage Finishes	LS	1	$280,450.00	$280,450.00	
96	**10**	**Specialties**					**$238,503.00**
97		Visual Coding/Symbol Signage	LS	1	$84,170.00	$84,170.00	
98		Regulatory Signage	LS	1	$35,700.00	$35,700.00	
99		Fire Extinguishers and FEC	LS	1	$102,393.00	$102,393.00	
100		Plastic Bollard Covers	LS	1	$16,240.00	$16,240.00	
101	**11**	**Equipment**					**$197,450.00**
102		Car Counting System Infrastructure/Equipment	LS	1	Scope Removed	$0.00	
103		FLASH Equipment, Pay On Entry, CT-3W	LS	1	$197,450.00	$197,450.00	
104	**14**	**Conveying Equipment**					**$1,170,400.00**
105		Elevators	LS	1	$1,170,400.00	$1,170,400.00	
106	**21**	**Fire Suppression**					**$1,539,578.00**
107		Fire Suppression	LS	1	$1,539,578.00	$1,539,578.00	
108	**22**	**Plumbing**					**$634,996.00**
109		Plumbing	LS	1	$634,996.00	$634,996.00	
110	**23**	**Heating, Ventilation and Air Conditioning**					**$54,000.00**
111		HVAC - Electrical/Data Rooms & Elev Lobby	LS	1	$39,000.00	$39,000.00	
112		HVAC - Rooftop Elevator Lobby	LS	1	$15,000.00	$15,000.00	
113	**26**	**Electrical**					**$2,705,529.00**
114		Electrical & Lighting	LS	1	$2,108,828.00	$2,108,828.00	
115		Underground Electrical Feed	LS	1	$75,000.00	$75,000.00	
116		Standby Generator, Fuel Tank and Enclosure	LS	1	$215,000.00	$215,000.00	
117		Grounding & Lightning Protection	LS	1	$118,701.00	$118,701.00	
118		Site Lighting	LS	1	$188,000.00	$188,000.00	
119	**27**	**Communications**					**$765,850.00**
120		Raceways for Access Control, FLASH, CCTV, WAPS, PA	LS	1	$572,500.00	$572,500.00	
121		FLASH Low Voltage	LS	1	$193,350.00	$193,350.00	

Detailed Cost Breakdown continued…

Line	Div	Activity/Scope	Unit	Qty	Unit Cost	Subtotal	Division Totals
122	**28**	**Electronic Safety & Security**					**$805,353.00**
123		Structured Cabling, Fixtures & Equip CCTV, WAPS, PA	LS	1	$753,250.00	$753,250.00	
124		Fire Alarm	LS	1	$52,103.00	$52,103.00	
125	**31**	**Earthwork**					**$1,433,780.00**
126		Mobilization	LS	1	$103,500.00	$103,500.00	
127		Temporary Construction Entrance	LS	1	$35,730.00	$35,730.00	
128		Silt Fencing and Maintenance	LS	1	$9,440.00	$9,440.00	
129		Inlet Protection	LS	1	$2,400.00	$2,400.00	
130		Clearing/Grubbing	LS	1	$115,000.00	$115,000.00	
131		Backfill/Compact UG Utility Trenches	LS	1	$85,000.00	$85,000.00	
132		Fill, Grade and Compact N. Swale	LS	1	$39,500.00	$39,500.00	
133		Grading for Base Prep (post Garage Construction)	LS	1	$58,800.00	$58,800.00	
134		Subgrade, Base, Prime for Asphalt Pavement	LS	1	$886,700.00	$886,700.00	
135		Subgrade for Concrete Sidewalks and Curbs	LS	1	$14,000.00	$14,000.00	
136		Dewatering for Foundations	LS	1	$71,100.00	$71,100.00	
137		Termite Treatment	LS	1	$12,610.00	$12,610.00	
138	**32**	**Exterior Improvements**					**$1,431,565.00**
139		Asphalt Pavement Garage, Oversized & Roadway	LS	1	$494,000.00	$494,000.00	
140		Asphalt Patching	LS	1	$15,000.00	$15,000.00	
141		Concrete Islands for FLASH Equipment	LS	1	$34,250.00	$34,250.00	
142		Demo Elec Cabs/Trees/Curbing & Asphalt Victory Lot	LS	1	$0.00	$0.00	Early Works GMP Item
143		Fencing Victory Casino Parking Lot	LS	1	$0.00	$0.00	Early Works GMP Item
144		Sealcoating, Striping & Signage Victory Casino Parking	LS	1	$0.00	$0.00	Early Works GMP Item
145		Sealcoating, Striping & Signage for Oversized Vehicles	Allow	1	$100,000.00	$100,000.00	Allowance, Pending Design
146		Signage and Striping (Ground Floor)	LS	1	$17,800.00	$17,800.00	
147		Signage and Striping (Elevated Floors)	LS	1	$203,976.00	$203,976.00	
148		Concrete Sidewalks	LS	1	$70,000.00	$70,000.00	
149		Traffic Separator/Island w/Delineators	LS	1	$92,000.00	$92,000.00	
150		ADA Mats	LS	1	$1,200.00	$1,200.00	
151		Generator Pad	LS	1	$34,750.00	$34,750.00	
152		Concrete Curbing and Valley Gutter	LS	1	$65,424.00	$65,424.00	
153		Gravel & Fabric (under ramp)	LS	1	$27,815.00	$27,815.00	
154		Chain-link Fencing in Garage (HVAC & Garage Ramp)	LS	1	$2,050.00	$2,050.00	
155		Permanent Site Fencing Mods	LS	1	$26,100.00	$26,100.00	
156		Concrete Filled Bollards	LS	1	$179,800.00	$179,800.00	
157		Precast Parking Stops, Perimeter Spaces	LS	1	$3,900.00	$3,900.00	
158		Site Restoration/Sod / Irrigation Repairs Green Spaces	LS	1	$55,000.00	$55,000.00	
159		Sweep and Clean (Ground Floor)	LS	1	$8,500.00	$8,500.00	
160	**33**	**Utilities**					**$896,200.00**
161		LV Utility Relocations, Garage Footprint	LS	1	$0.00	$0.00	Garage shifted to eliminate
162		Potable Water	LS	1	$76,800.00	$76,800.00	
163		Fire Water & Fire Department Connections	LS	1	$185,400.00	$185,400.00	
164		Storm Drainage	LS	1	$90,500.00	$90,500.00	Entrance shifted to reduce
165		Excavation Shoring	LS	1	$110,000.00	$110,000.00	
166		Storm Inlet Modification (George King Blvd.)	LS	1	$28,500.00	$28,500.00	
167		Relocated, New Force Main	LS	1	$0.00	$0.00	Garage shifted to eliminate
168		Relocated New Water Main	LS	1	$0.00	$0.00	Garage shifted to eliminate
169		Dewatering for Utility Installations/Relocation	LS	1	$125,000.00	$125,000.00	
170		Sitework Ped Bridge (MOT, 8" PVC Relo & Restoration)	LS	1	$280,000.00	$280,000.00	
171					Column Subtotals	$52,845,765.43	$52,845,765.43
172					CM Fee		$2,687,030.86
173					Subtotal		$55,532,796.29
174					CM Contingency		$1,000,000.00
175					Subtotal		$56,532,796.29
176					CPA Defined Owner Controlled Contingency		$1,000,000.00
177					CPA Defined Parking Counting System Allowance		Scope Removed
178					CPA Defined Wayfinding Signage Allowance		$250,000.00
179					CPA Defined Furnishings Allowance		$100,000.00
180					CPA Defined Information Technology Allowance		$150,000.00
181					Subtotal		$58,032,796.29
182					General Liability & Excess Insurance		$394,623.01
183					Subtotal		$58,427,419.30
184					Subcontractor Bond (other than FF)		$78,313.94
185					Finfrock's Bond		$169,486.00
186					Ivey's Bond	1.20%	$704,102.63
187						**Total GMP RCO**	**$59,379,321.87**

PORT CANAVERAL CT-3 WEST PARKING GARAGE

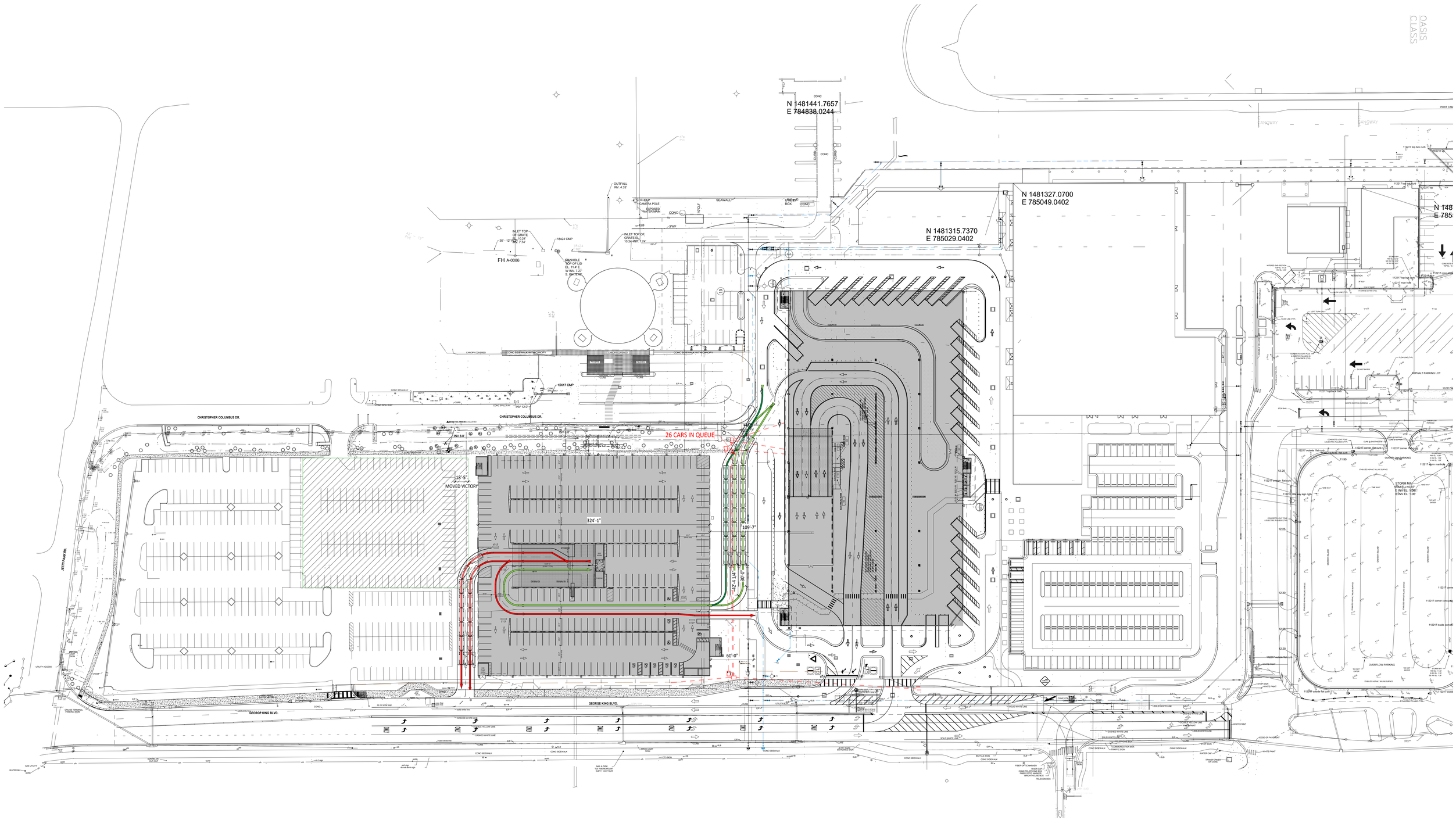
CONCEPT 324ft -3

CAPE CANAVERAL, FL

8/28/2026

FINFROCK®

FINFROCK DESIGN, LLC.



26-9013 CAR COUNT - (324FT 7 LEVELS) C3											
Based on Finfrock Drawings - 2026-08-28											
					PARKING COUNT						
	HIGHEST OCCUPIED FLOOR (FT)	FLOOR	FLOOR TO FLOOR HEIGHT (FT)	BUILDING HEIGHT (FT)	FLOOR AREA (SF)	STANDARD 9'-0"x18'-0"	OVERSIZE 12'-0"x60'-0"	OVERSIZE 12'-0"x40'-0"	ADA 12'-0"x18'-0"	ADA VAN 12'-0"x18'-0"	TOTAL PER LEVEL
PARKING GARAGE	73.49	LEVEL 7	0.00	73.49	94,304	299	0	0	4		303
		LEVEL 6	11.08	62.41	99,894	319	0	0	4		323
		LEVEL 5	11.08	51.33	99,894	319	0	0	4		323
		LEVEL 4	11.08	40.25	99,894	319	0	0	4		323
		LEVEL 3	11.08	29.17	99,894	319	0	0	4		323
		LEVEL 2	11.67	17.50	99,894	319	0	0	4		323
		LEVEL 1	17.50	0.00	99,894	273	0	0	1	8	282
		GARAGE TOTAL			***693,668***	***2167***	***0***	***0***	***25***	***8***	***2,200***
		SITE				0	0	0	0	0	0
		PROJECT TOTAL				*2167*	*0*	*0*	*25*	*8*	*2,200*

*DRIVE AISLES: 24'-0"

ALL IDEAS, DESIGNS, ARRANGEMENTS, AND FORMS INDICATED OR REPRESENTED IN THIS DRAWING ARE OWNED BY AND THE PROPERTY OF FINFROCK DESIGN, AND WERE PREPARED FOR AND AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS AND FORMS SHOWN IN THIS DRAWING MAY BE USED BY ANY PERSON OR ENTITY FOR ANY PURPOSE UNRELATED TO THE PROJECT WITHOUT THE WRITTEN PERMISSION OF FINFROCK DESIGN. WRONGFUL REPRODUCTION OR REUSE OF A DRAWING OR FORM UNDER SUCH CIRCUMSTANCES IS ILLEGAL AND OTHERWISE VIOLATES THE IDEAS, ARRANGEMENTS AND DESIGNS DISCLOSED HEREIN MAY BE PROTECTED OR BE THE SUBJECT OF PENDING PATENT APPLICATIONS.

26-9013-324-3

FINFROCK®
FINFROCK DESIGN, LLC.

0'-0" 50'-0" 100'-0" 200'-0"
SCALE: 1" = 50'-0"

ARCHITECTURAL SITE PLAN WITH EXISTING LOT

PORT CANAVERAL CT-3 WEST
CAPE CANAVERAL, FL | 8/28/2026

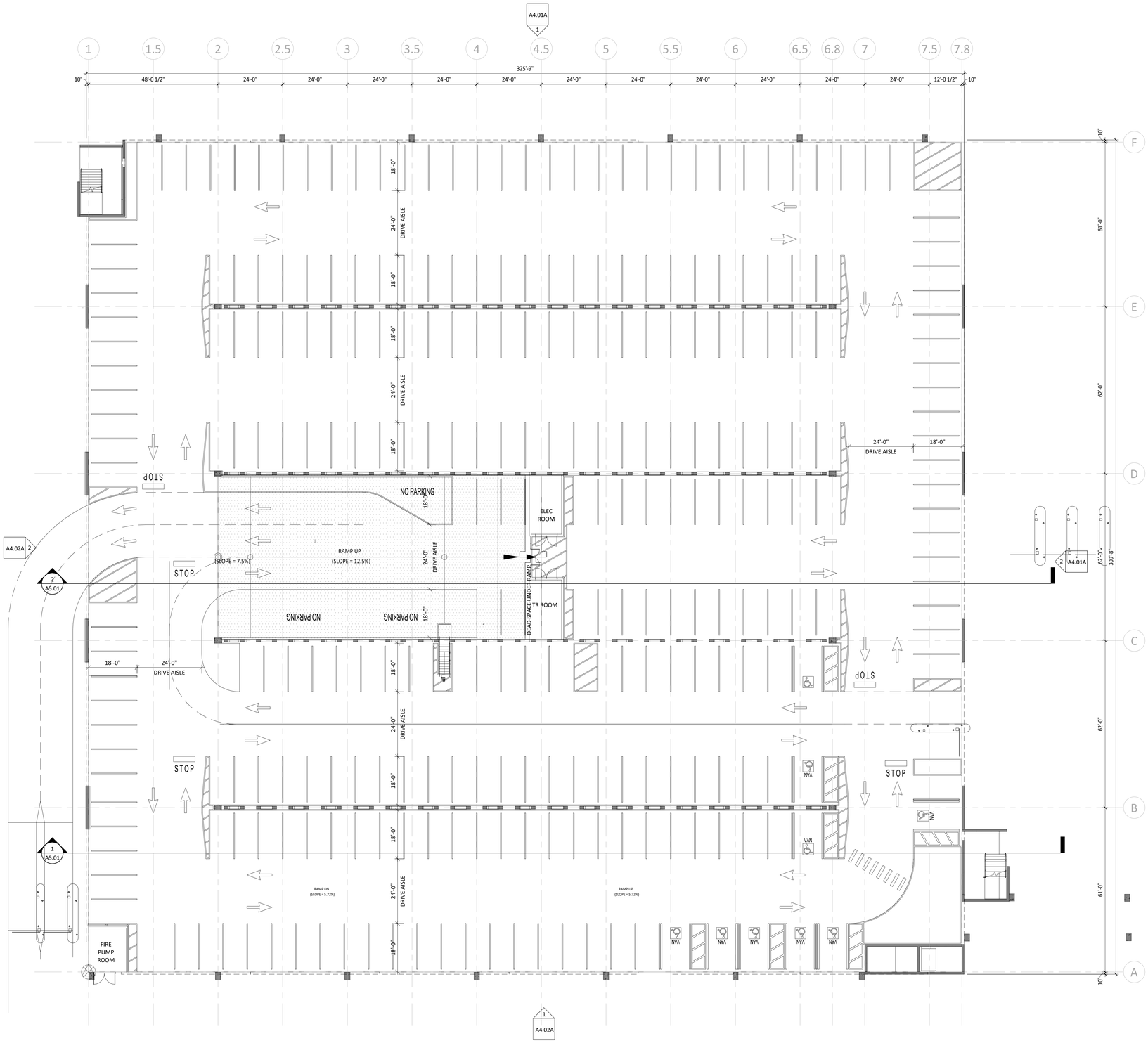
A1.00A

LEGEND:

PRECAST CONC.

STUD WALL PARTITION

CMU PARTITION



NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS, AND FORMS INDICATED OR REPRESENTED IN THIS DRAWING ARE OWNED BY AND THE PROPERTY OF FINFROCK AND WERE CREATED, EVOLVED, AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS, AND FORMS INDICATED OR REPRESENTED IN THIS DRAWING MAY BE DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION OR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF FINFROCK DESIGN, LLC. WARNING: REPRODUCTION OF THIS DRAWING, OR PORTIONS THEREOF, IS A CRIMINAL OFFENSE UNDER 18 U.S.C. SECTION 506; UNAUTHORIZED DISCLOSURE MAY CONSTITUTE A VIOLATION OF 17 C.A.R. § 1 ET. SEQ. AND OTHER LAWS. THE IDEAS, ARRANGEMENTS, AND DESIGNS DISCLOSED HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATIONS.

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26-9013-324-3

FINFROCK®
FINFROCK DESIGN, LLC.

TRUE

0'-0" 8'-0" 16'-0" 32'-0"

SCALE: 1/16" = 1'-0"

LEVEL 1 FLOOR PLAN

PORT CANAVERAL CT-3 WEST
CAPE CANAVERAL, FL | 8/28/2026

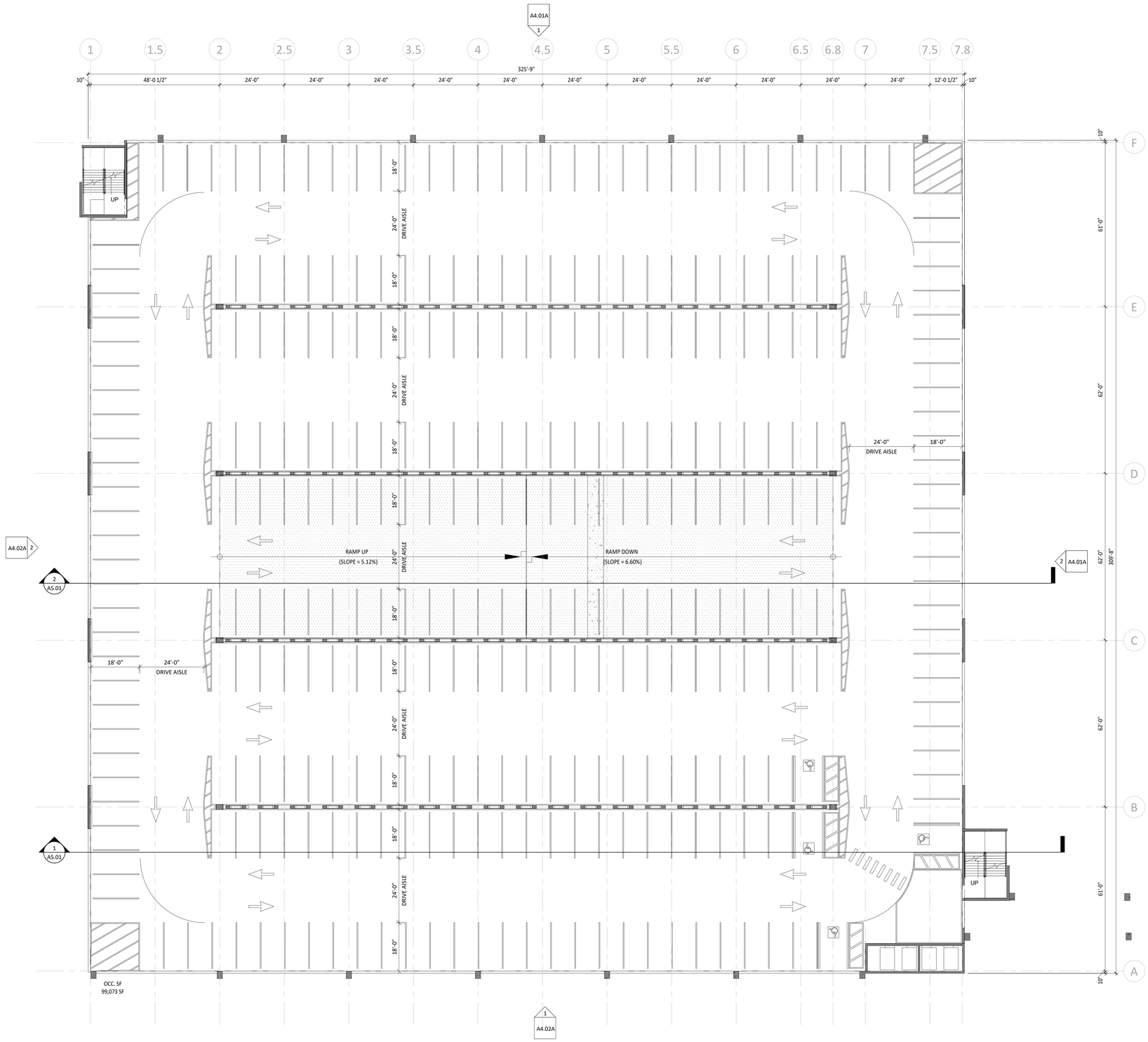
A1.01

LEGEND:

PRECAST CONC.

STUD WALL PARTITION

CMU PARTITION



NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS, AND REPRESENTATIONS INDICATED OR REPRESENTED IN THE DRAWINGS AND SPECIFICATIONS ARE OWNED BY AND THE PROPERTY OF FINFROCK AND WERE PREPARED, EVALUED, AND DEVELOPED FOR USE IN AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS AND REPRESENTATIONS INDICATED OR REPRESENTED IN THE DRAWINGS AND SPECIFICATIONS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF FINFROCK DBC. WARNING: REPRODUCTION IN WHOLE OR IN PART IS A CRIMINAL OFFENSE UNDER 18 U.S.C. SECTION 506. UNAUTHORIZED DISCLOSURE MAY CONSTITUTE A VIOLATION OF 17 C.F.R. 240.10B-5 AND OTHER LAWS. THE IDEAS, ARRANGEMENTS, AND DESIGNS DISCLOSED HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATIONS.

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26-9013-324-3

FINFROCK®
FINFROCK DESIGN, LLC.

0'-0" 8'-0" 16'-0" 32'-0"
SCALE: 1/16" = 1'-0"

LEVEL 2 FLOOR PLAN

PORT CANAVERAL CT-3 WEST
CAPE CANAVERAL, FL | 8/28/2026

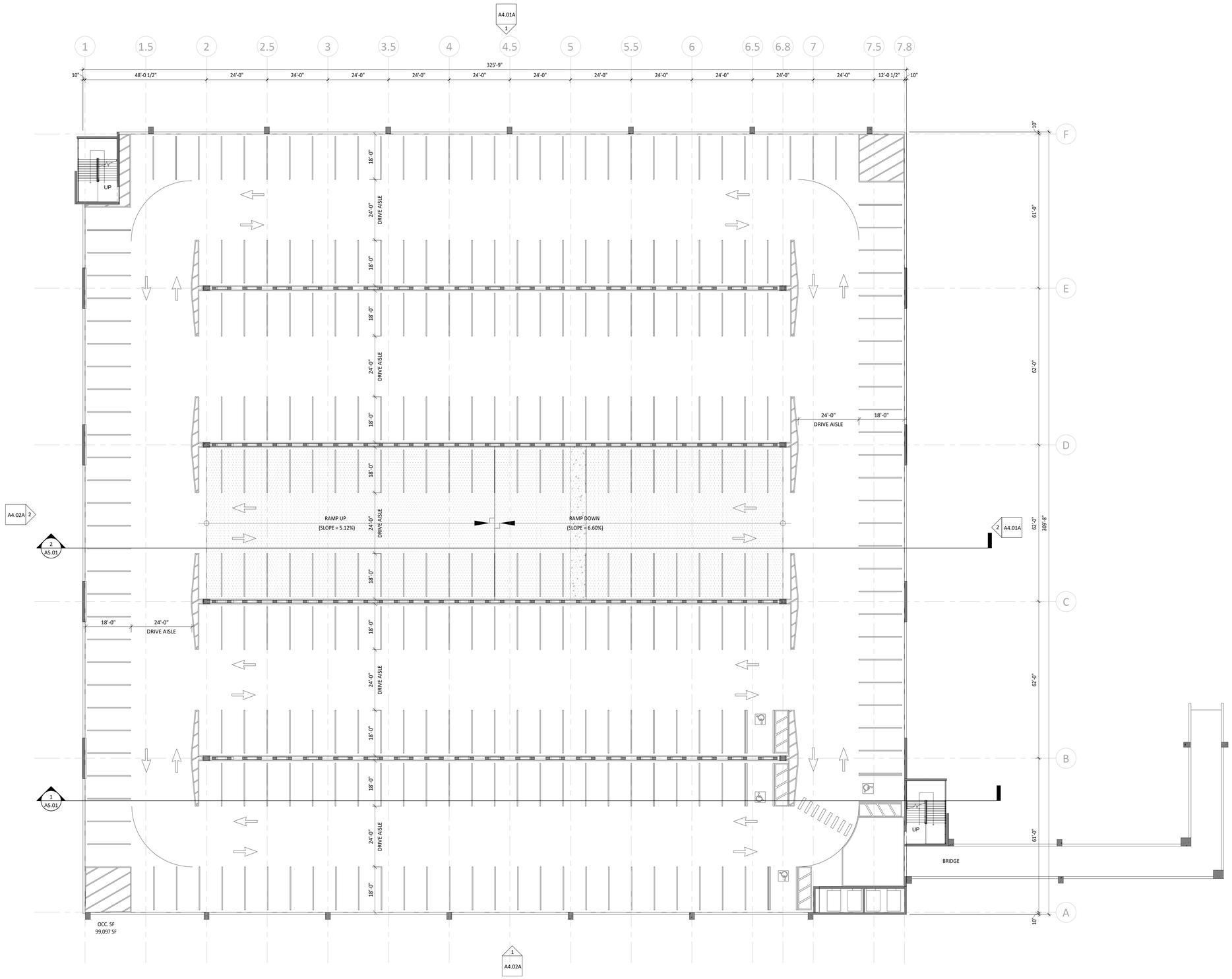
A1.02

LEGEND:

PRECAST CONC.

STUD WALL PARTITION

CMU PARTITION



NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS, AND PLANS INDICATED OR REPRESENTED BY THE DRAWING AND DOCUMENTS IN WHICH THE PROPERTY OF FINFROCK AND WERE CREATED, EVOLVED, AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT, NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS, AND PLANS INDICATED OR REPRESENTED BY THE DRAWING AND DOCUMENTS MAY BE USED BY OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF FINFROCK DBC. WARNING: REPRODUCTION IN WHOLE OR IN PART IS A CRIMINAL OFFENSE UNDER 18 U.S.C. SECTION 506. UNAUTHORIZED DISCLOSURE MAY CONSTITUTE A VIOLATION OF 17 C.F.R. 240.10B-5 ET. SEQ. AND OTHER LAWS THE IDEAS, ARRANGEMENTS, AND DESIGNS DISCLOSED HEREIN MAY BE PATENTED OR BE THE SUBJECT OF PENDING PATENT APPLICATIONS.

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26-9013-324-3

FINFROCK®
FINFROCK DESIGN, LLC.

0'-0" 8'-0" 16'-0" 32'-0"

SCALE: 1/16" = 1'-0"

LEVEL 3 FLOOR PLAN

PORT CANAVERAL CT-3 WEST

CAPE CANAVERAL, FL | 8/28/2026

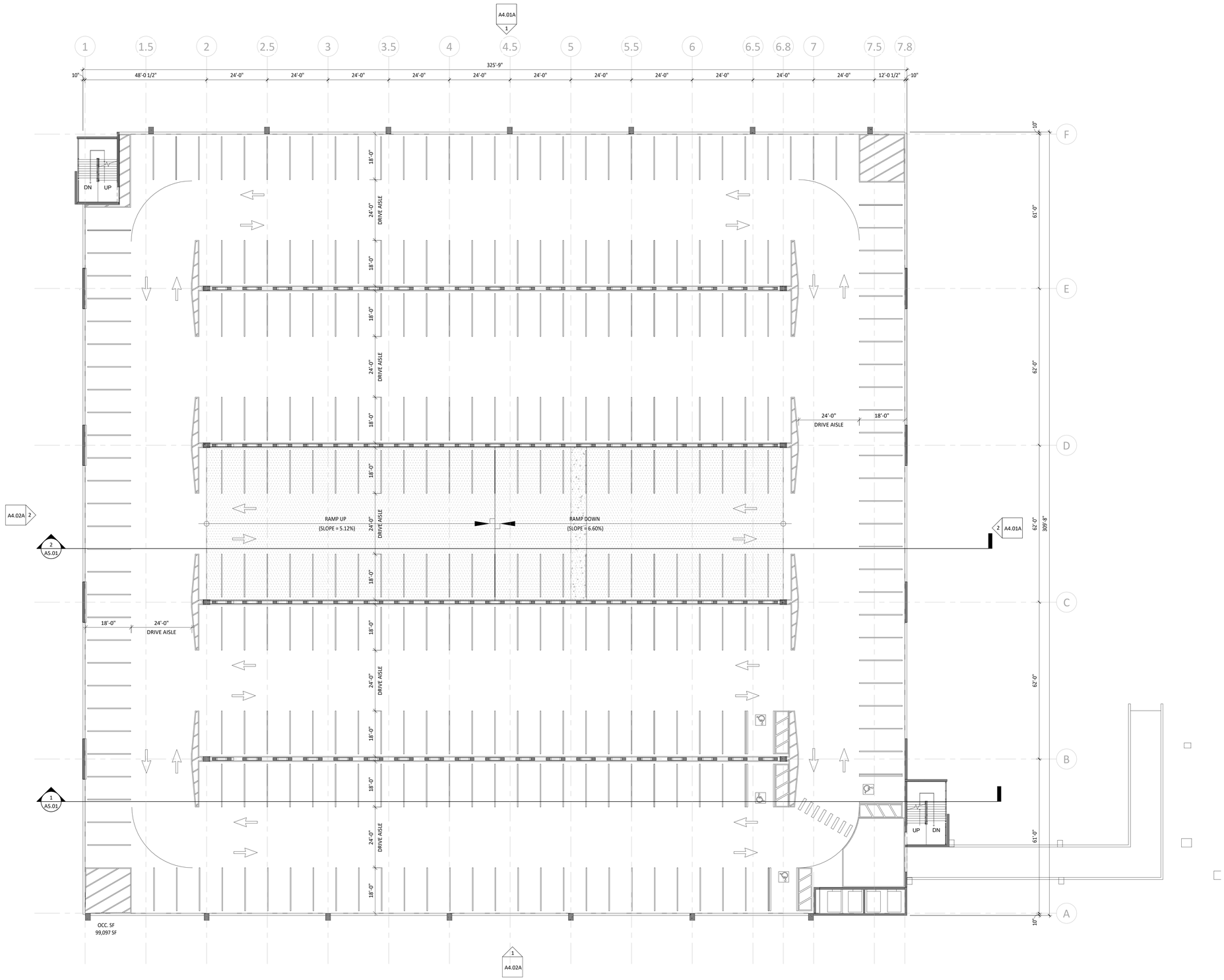
A1.03

LEGEND:

PRECAST CONC.

STUD WALL PARTITION

CMU PARTITION



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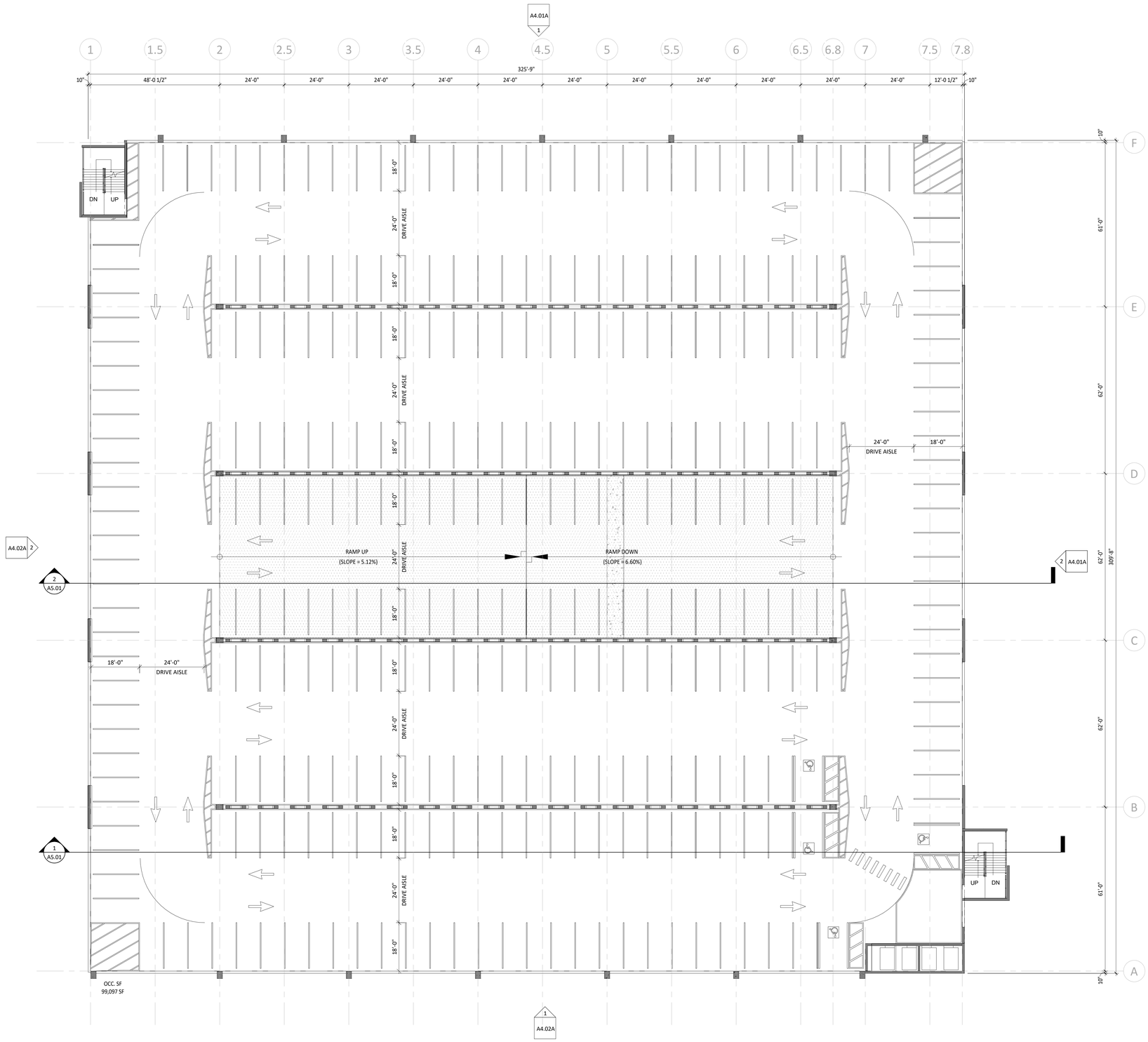
LEGEND:

- PRECAST CONC.
- STUD WALL PARTITION
- CMU PARTITION



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0'-0" 8'-0" 16'-0" 32'-0"

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LEVEL 5 FLOOR PLAN

PORT CANAVERAL CT-3 WEST
CAPE CANAVERAL, FL | 8/28/2026

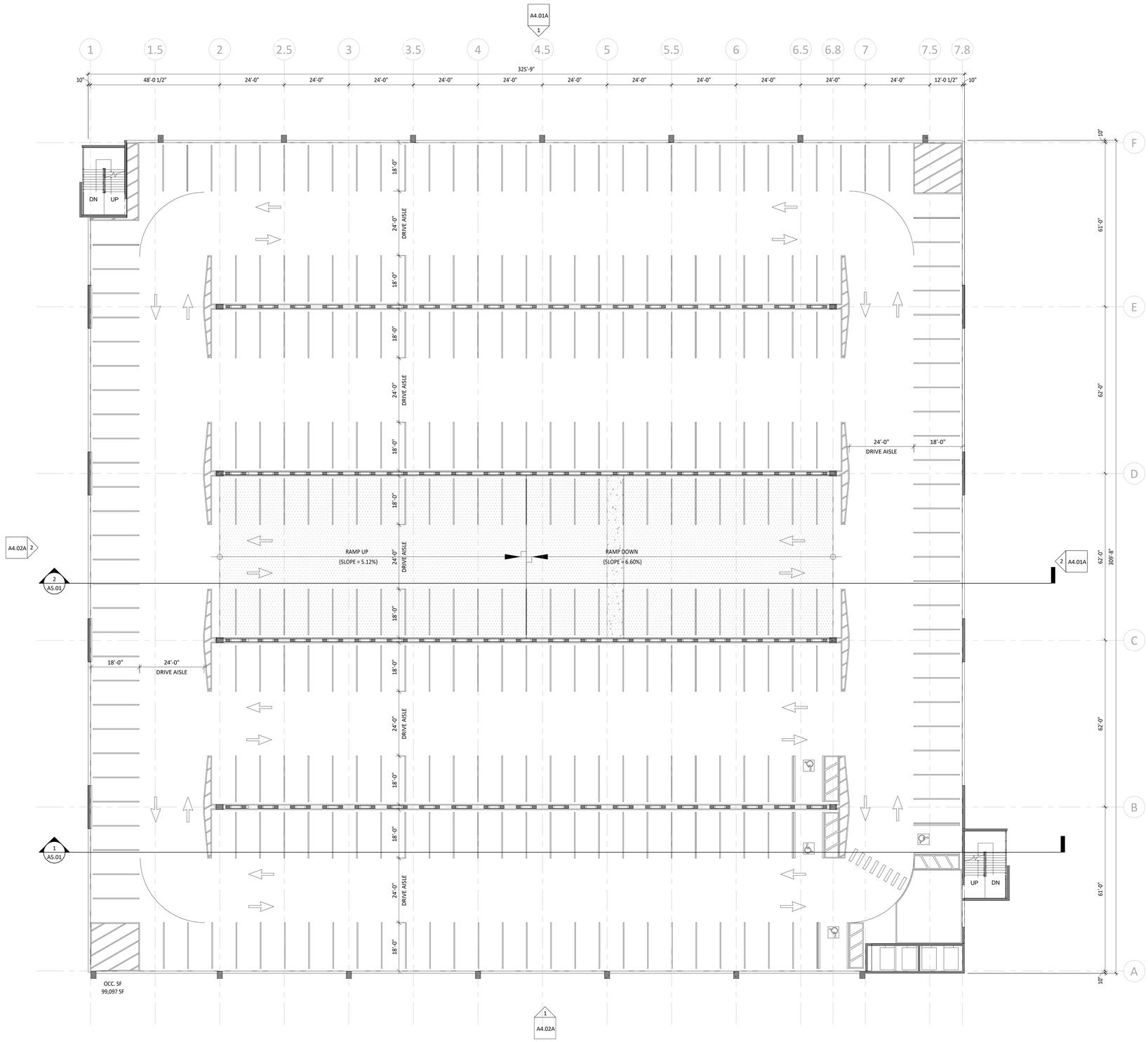
A1.05

LEGEND:

PRECAST CONC.

STUD WALL PARTITION

CMU PARTITION



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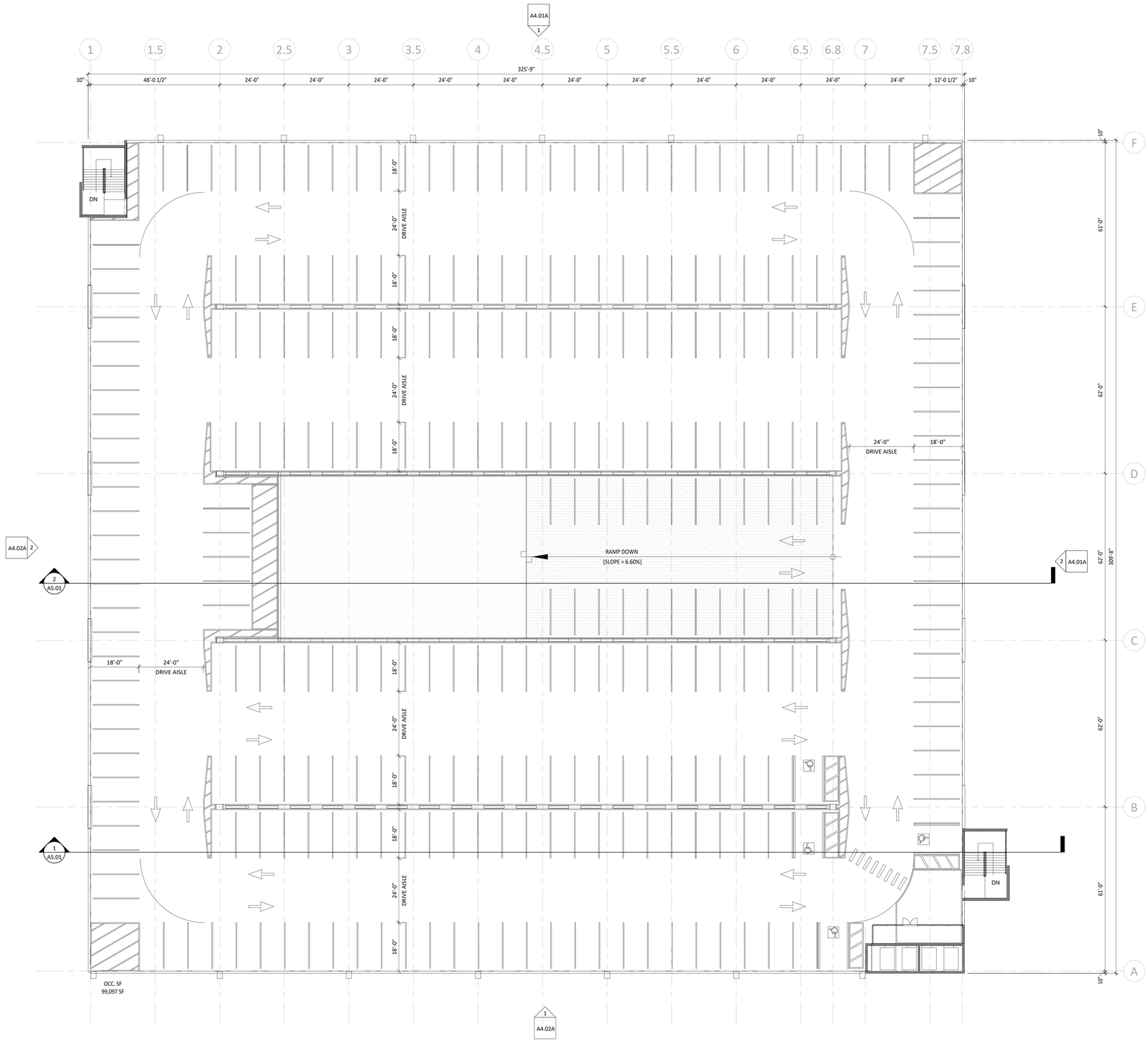
STUD WALL PARTITION

CMU PARTITION



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LEVEL 7 FLOOR PLAN

PORT CANAVERAL CT-3 WEST
CAPE CANAVERAL, FL | 8/28/2026

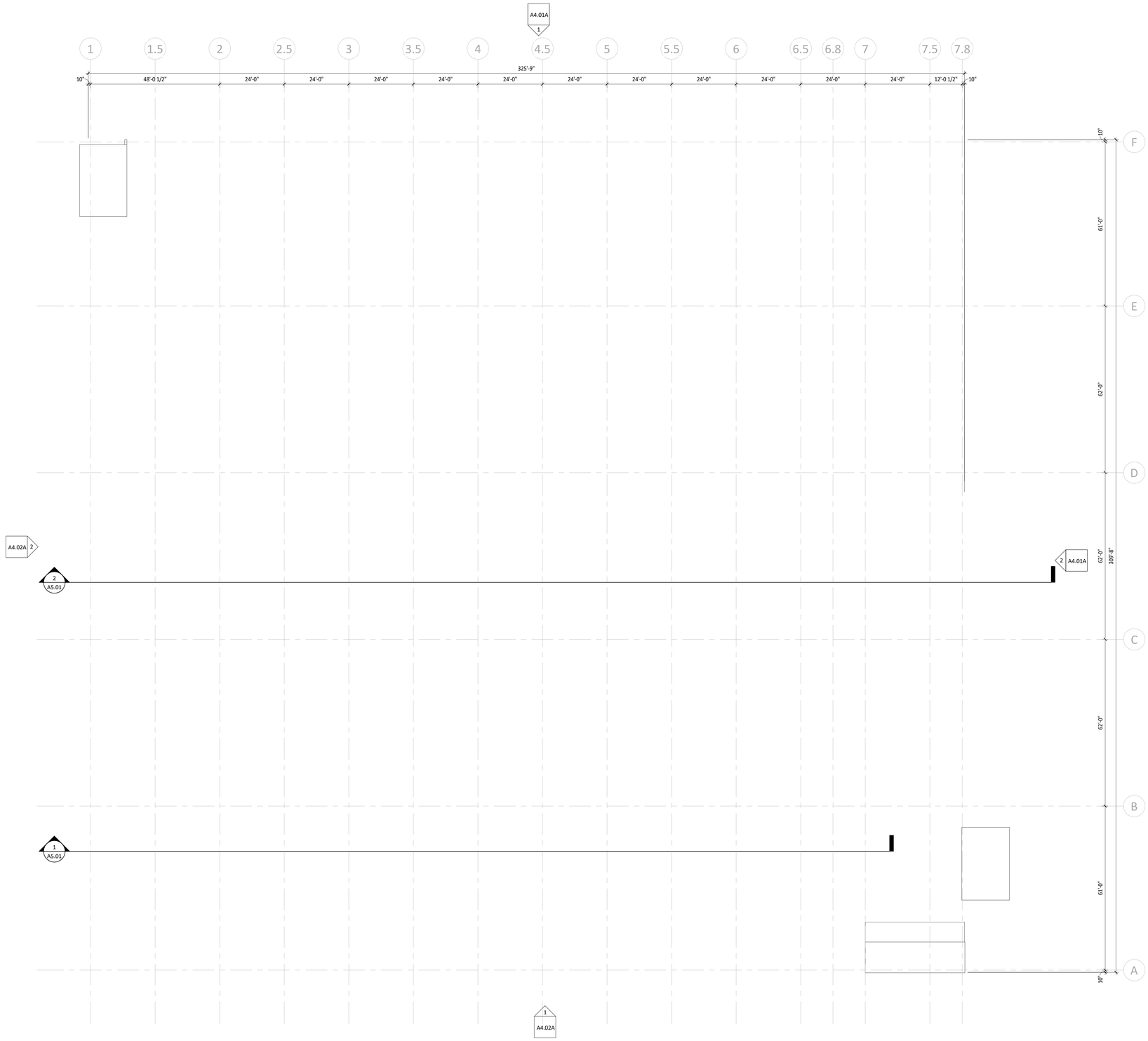
A1.07

LEGEND:

PRECAST CONC.

STUD WALL PARTITION

CMU PARTITION



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ROOF FLOOR PLAN

PORT CANAVERAL CT-3 WEST
CAPE CANAVERAL, FL | 8/28/2026
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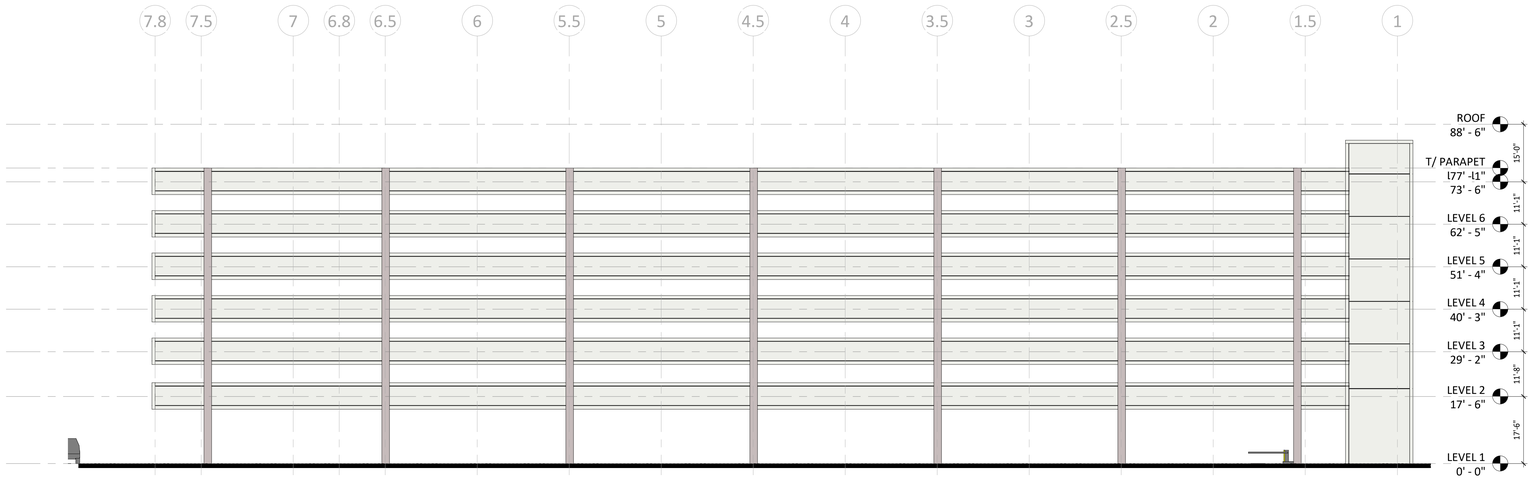
A1.21

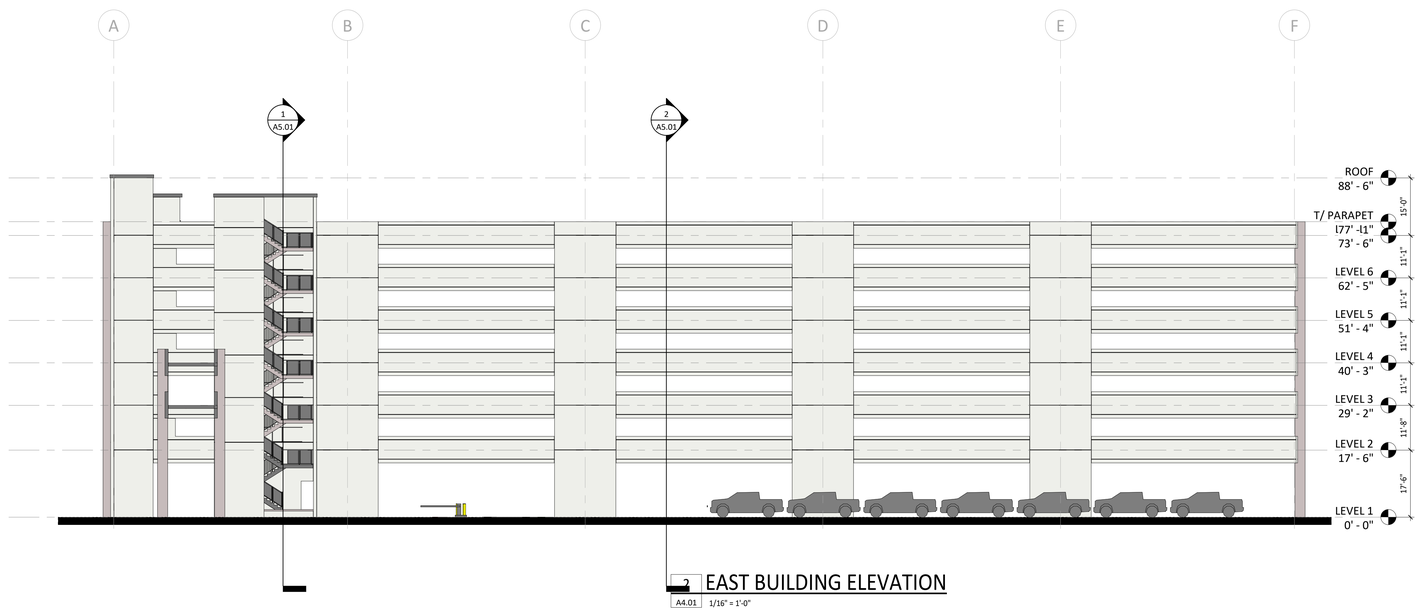
LEGEND:

KEYNOTES:

1	PAINTED PRECAST
2	REVEAL IN PRECAST
3	PRECAST JOINT
4	RECESS IN PRECAST
5	RAILING
6	METAL GRILLE
7	METAL ROOF / AWNING
8	DECORATIVE METALS / METAL STRUCTURE
9	GLASS / CURTAINWALL
10	BARRIER CABLE
11	MOULDING / EIFS BANDING
12	FORMLINER PANEL



1 NORTH BUILDING ELEVATION
A4.01 1/16" = 1'-0"



2 EAST BUILDING ELEVATION
A4.01 1/16" = 1'-0"

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SCALE: 1/16" = 1'-0"

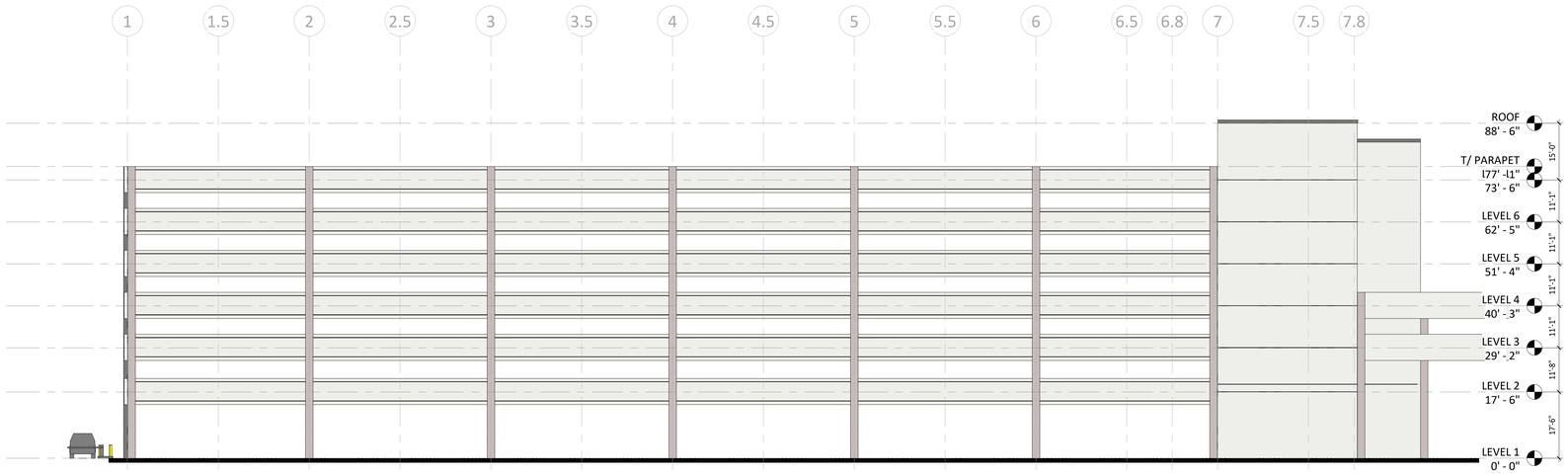
BUILDING ELEVATIONS
PORT CANAVERAL CT-3 WEST
CAPE CANAVERAL, FL | 8/28/2026

A4.01

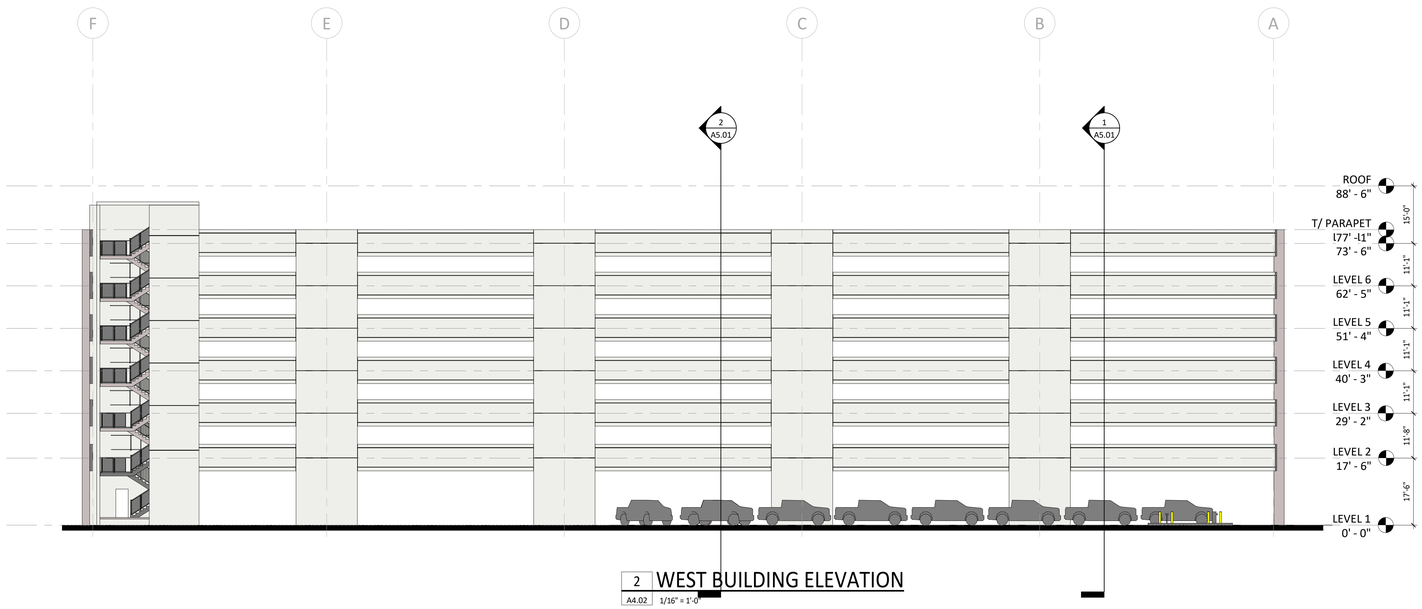
LEGEND:

KEYNOTES:

1 PAINTED PRECAST
2 REVEAL IN PRECAST
3 PRECAST JOINT
4 RECESS IN PRECAST
5 RAILING
6 METAL GRILLE
7 METAL ROOF / AWNING
8 DECORATIVE METALS / METAL STRUCTURE
9 GLASS / CURTAINWALL
10 BARRIER CABLE
11 MOULDING / EIFS BANDING
12 FORMLINER PANEL



1 SOUTH BUILDING ELEVATION
A4.02 1/16" = 1'-0"



2 WEST BUILDING ELEVATION
A4.02 1/16" = 1'-0"

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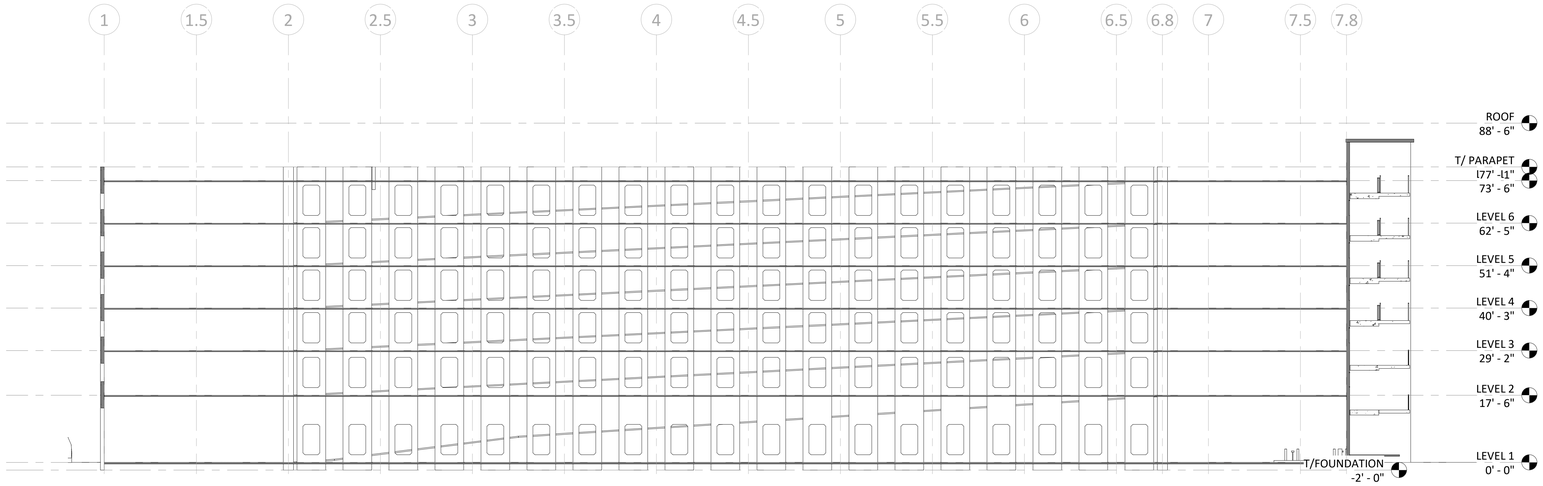
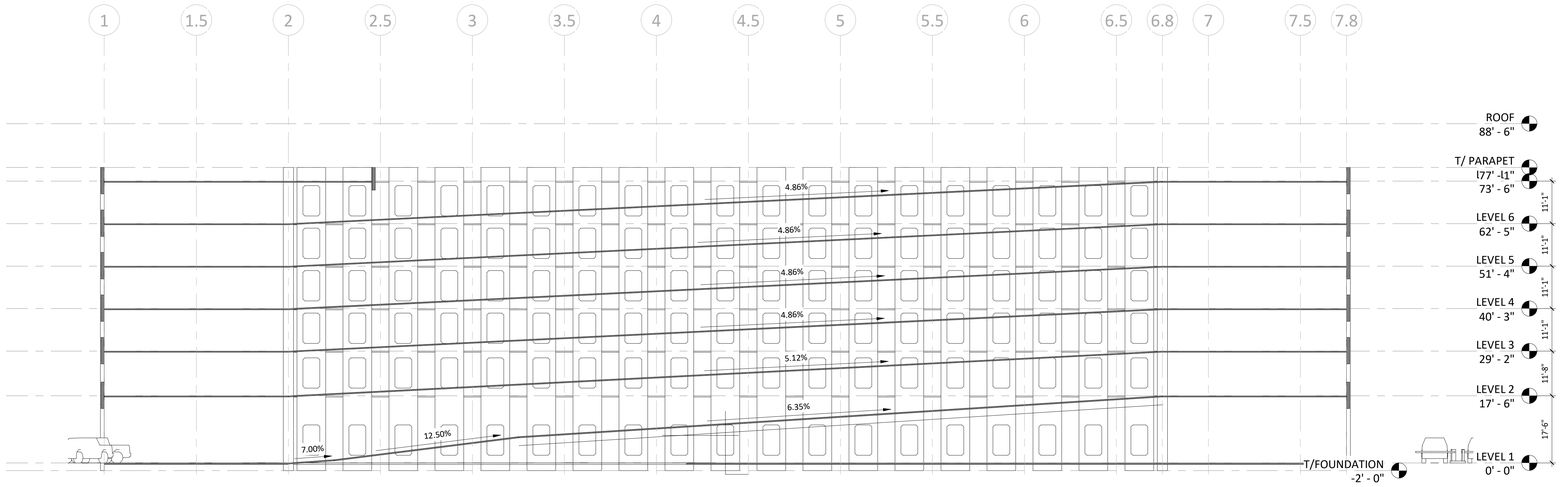
BUILDING ELEVATIONS
PORT CANAVERAL CT-3 WEST
CAPE CANAVERAL, FL | 8/28/2026

A4.02



1 SECTION 1

A5.01 1/16" = 1'-0"



2 SECTION 2

A5.01 1/16" = 1'-0"

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BUILDING SECTIONS

PORT CANAVERAL CT-3 WEST
CAPE CANAVERAL, FL | 8/28/2026

A5.01

Meeting Date

September 23, 2026

AGENDA ITEM REQUEST

Section:	Engineering, Construction, and Facilities
Item Number:	1.E
Department:	Engineering
Requested Action:	Consideration of authorizing staff to execute a contract with Jacobs and issue a purchase order for the RFQ-26-1 NCP 1 &2 Rehabilitation Design & Permitting project in an amount not to exceed $2,713,692. (Verónica Narváez-Lugo/Bill Crowe)

Summary Explanation & Background:

In preparation for the rehabilitation of NCP 1 & 2, Port Staff solicited the design and permitting services related to the improvements to the facility. RFQ-26-1 was advertised on April 2026. Three (3) responses to the RFQ were received. The selection committee met after the presentation of each firm and recommended Jacobs. At the June 3, 2026 meeting, the board authorized the staff to negotiate a contract for award at a future commission meeting.

The Project will significantly rehabilitate the aged bulkhead wall whose first 400 feet were constructed in 1973 and have surpassed their 50-year design life. CPA extended the bulkhead wall in 1987 and 1996, when it also widened the piers and installed a Roll-on Roll-off (Ro-Ro) ramp. The recent bulkhead inspection report showed that NCP1 bulkhead is in Fair condition due to moderate-to-major corrosion of the steel sheet piles and widespread spalling and voids with exposed reinforcing steel in the concrete cap. NCP2 bulkhead is in poor condition due to areas of severe corrosion and holes in the steel sheet piles and moderate to major voids and spalls throughout the concrete cap.

In addition to the NCP1&2 rehabilitation, the design team will perform a durability assessment, including chloride content, analysis of the facility to evaluate the condition and estimate the durability of the concrete structure and support the rehabilitation measures that will be incorporated in the design.

Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No

Financial Review:	The amount of $2,713,692 is included in the Proposed Capital Budget Plan

Attachments:

NCP 1_2 Scope Fee Sch Letterhead 2026 0917.pdf

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September 17, 2026

Canaveral Port Authority
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920

Attn: Mr. Bill Crowe, P.E.
Vice President, Engineering, Construction and Facilities

Re: North Cargo Pier 1&2 Rehabilitation Design and Permitting Services RFQ 26-1 / PN 25-038

Based on the scope of design services included in the Canaveral Port Authority (CPA) North Cargo Pier 1&2 (NCP 1&2) Rehabilitation Design and Permitting Services, RFQ-26-1, PN-25-038, and additional services requested, Jacobs Engineering Group (JEG) presents herein a description of the scope, fee and schedule (contract sections 2, 3 and 4) to be included in the contract for professional services for this project.

Scope of Services (Section II of the contract)

Task 1: Design and Permitting

1. Participate in up to two site visits (4 hour duration, each) to assess existing field conditions related to the design of the facility improvements and to obtain photographs. Facility access during the site visits shall be granted by CPA.
2. Select members of the design team will attend weekly (up to fifty-two) review/coordination meetings scheduled and conducted by Port staff during design development.
3. Research historical drawings, maps and other documents that are pertinent to the project. Identify previous designs of the existing NCP 1&2 and Ro-Ro ramp marine structures. Develop electronic versions of historical documents (portable document format).
4. Retain services from a qualified Florida registered professional surveying company to obtain facility measurements and information as follows:
   a. Topographic survey of the existing NCP 1&2 pier top side, Ro-Ro ramp top side, tie-back bulkhead wall top side and exposed surface, and landside areas adjacent to the bulkhead wall (within 50 ft).
   b. Bathymetric measurements of the NCP 1&2 facility, including areas between the existing bulkhead wall and the NCP 1&2 piers.

   The survey measurements shall be presented on signed and sealed survey drawings.
5. Retain services from a qualified Florida registered geotechnical engineering company to complete subsurface soils investigation within the upland site areas (within 50 ft to the west and north of the existing tie-back bulkhead wall), soils laboratory testing and limited engineering support. The geotechnical field investigation shall include Standard Penetration Tests and Cone Penetrometer Test borings. The investigation and

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laboratory testing results will be presented in a report, signed and sealed by the lead geotechnical engineer.

6. Retain services from the CPA selected, Florida registered and BICSI certified low-voltage and security telecommunications infrastructure consultant (Sisu Consulting, LLC) to design improvements to the existing systems. The related scope is limited to the information communicated by CPA via email on 9/29/2025. The scope includes all related designs and production by the certified Registered Communications Distributor Designer (RCDD), to be issued as signed and sealed bidding and construction documents. Design deliverables include all drawings, specifications and engineering calculations.

7. Perform up to four (4) model scenarios of geotechnical global slope stability finite element analysis of the existing NCP 1&2 facility to establish the global stability safety factor of the existing tie-back bulkhead wall. In addition to the current project geotechnical investigation results, the analyses will rely on design soil parameters established from previous geotechnical investigations and analysis results completed at the NCP 1&2 facility. The analysis results will be summarized in a presentation to be discussed during a joint coordination meeting with CPA. From the analyses results and the design team's recommendations during the coordination meeting, a joint decision will be made to either repair or replace the existing bulkhead wall.

   The project scope includes the design of repairs to the existing tie-back bulkhead wall, including the exposed surfaces (above existing mudline) of the steel sheet piling and the reinforced concrete wall encapsulation.

8. Perform a design-level dive condition survey of visually accessible areas of the existing NCP 1&2 concrete piers, the Ro-Ro ramp, and the exposed surface of the existing tie-back steel sheet pile bulkhead wall. The design-level condition survey shall include below water components: (1) the NCP 1&2 and Ro-Ro ramp concrete piles; and (2) the existing bulkhead wall steel sheet piling, up to accessible depth at the mudline. Also, above water components, including: (3) the top section of concrete piles; (4) the underside and topside of the existing piers and ramp decks; and (5) the beams/bents.

   The design level condition surveys will be performed by JEG's Professional Engineer Dive Team. Team members are commercially certified divers qualified to perform underwater inspections in ports and harbors. The survey will be performed in accordance with the American Society of Civil Engineers (ASCE) Standard Practice Manual 130 for Waterfront Facility Inspection and Assessment, as follows:

   <u>8.1 Planning and Preparation</u>

   8.1.1 <u>Planning, Logistics, and Equipment Preparation</u> – This task includes the review of all pertinent facility documents, including but not limited to as-built drawings, previous inspection reports, and rehabilitation information. Additionally, based on the document research, the most appropriate field data recording method will be established for the execution of the field inspection.

   8.1.2 <u>Safety Planning</u> – This task includes the preparation of a site-specific Dive Safety Plan, tailored accordingly to the facilities and structures to be inspected.

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The Dive Safety Plan will be submitted to CPA staff for distribution to the harbor master.

8.1.3 Mobilization/Demobilization – A team of three commercially trained divers and all necessary diving and inspection equipment will mobilize to Port Canaveral. Following the completion of fieldwork, all personnel and equipment will be demobilized from the site.

8.2 Field Investigations

8.2.1 Above and Underwater Design Level Inspection – Underwater inspection of the substructure will be conducted by first performing a "swim-by" inspection to note any obvious defects, damage, and deterioration. This work is characterized by a Level I effort that consists of a visual/tactile inspection from the mean low water (MLW) to the mudline on 100 percent of the accessible underwater portions of the NCP 1&2 bulkhead wall and concrete piles and the Ro-Ro ramp concrete piles to detect major and obvious damage and deterioration including, but not limited to biological deterioration, cracking and spalling induced by overstress or chemical deterioration, such as corrosion deterioration of reinforced concrete components. Engineer-divers will also record the mudline elevation at regular intervals throughout the structures, while making note of bottom conditions, such that future comparisons can be made.

In addition, 10 percent of the substructure components will be carefully examined by way of a Level II effort of inspection. For small concrete piles, this effort involves removal of a 12-inch vertical band of marine growth at MLW, the mudline, and midway between the two elevations, and will include a detailed examination of underwater surfaces to detect damaged/deteriorated areas that may be hidden by biofouling organisms or surface deterioration. For the bulkhead, 12-inch-square areas of marine growth will be removed at three elevations vertically and 100 ft spacings horizontally.

Level III inspection efforts will additionally be performed at all Level II cleaning locations. For the steel sheet piles this will consist of utilizing an underwater ultrasonic thickness meter to measure the remaining steel thickness. If a cathodic protection system is present, a silver-silver chloride electrical potential meter will be utilized to assess the systems effectiveness. Hammer sounding techniques will be employed to detect voids, delaminations defects at Level II cleaning locations on concrete piles.

JEG will additionally perform a full visual inspection of all accessible, above-water portions of the structures. The timing of the above water inspection will be carefully planned with consideration of tide tables to allow maximum efficiency. The focus of the above water inspection will be to assess and evaluate the condition of the structures and associated topside loading surfaces such that any deficiencies are checked for continuity with underwater observations. The above water inspection will be performed by the same personnel performing the underdeck and underwater inspections to ensure continuity of the field work. This allows the inspectors to correlate significant findings between each inspection.

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The above water visual inspections include all mooring fixtures (bollards, cleats and similar); however, testing and operational assessment of the mooring fixtures is not included.

The inspection of the NCP 1&2 pier, bulkhead wall and Ro-Ro ramp will be detailed, in support of the planned design of repairs to the existing concrete piles, bents/beams, deck and topping, and the repairs to the existing steel sheet pile bulkhead wall. The level of inspection detail will correspond to acceptable industry standards for design of repairs.

All inspection efforts will be coordinated in advance, and the team will mobilize on site only when approved by CPA and its tenants. If necessary, the inspection Team Leader will be available to participate during coordination for site access.

Visual observations will be recorded and photographed as appropriate, using a Digital Underwater Camera System, augmented, if necessary, with an in-house-designed Plexiglas clear water box for turbid water conditions. Photographic evidence will be obtained to clearly document the findings representative of each condition observed.

A three-person team consisting of an Inspection Team Leader, Engineer Diver, and a Dive Supervisor will carry out the above water and underwater inspection work, staged from a dive van parked at the structure being inspected or by surface supplied air from a fully outfitted boat moored directly to the structure being inspected. All dive operations will be performed in accordance with the requirements of the federal commercial diving standards of the Occupational Safety and Health Administration (OSHA). All dive team members are certified by the Association of Diving Contractors International (ADCI).

8.3 Condition Assessment Documentation

8.3.1 Summary of Findings – Following the investigations described above, findings will be presented in a summary table and appendix of photographs. Figures will be developed depicting the general arrangement of the structures and location of the reported inspection findings. The summary of findings will be reflected on design drawings as documentation of the observed damage to serve as the basis of the facility repairs for construction.

8.3.2 Debrief Meeting – JEG will be available to present our inspection findings in a single (up to a two-hour duration) virtual meeting.

9. Develop the design of structural repairs to the existing NCP 1&2 and Ro-Ro ramp reinforced concrete structures, limited to the extent of repairs assumptions (under Assumptions and Exclusions). The repairs shall include the top portion of the precast/prestressed concrete piles, reinforced concrete bents/beams, the precast/prestressed concrete decks, top side reinforced concrete pier deck topping, curbs and armored joints.

10. Develop the design of structural modifications for in-kind replacement of the existing NCP 1&2 cone fenders, panels, chains, and the Ro-Ro ramp arch fenders. Complete design of structural modifications to replace four existing mooring bollards at the Ro-Ro

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ramp. The allowable capacity of the new mooring bollards will be established following structural analyses.

11. Develop the design of electrical system modifications for a new lighting system in compliance with the 2018 CPA Exterior Light Management Plan. The design scope includes: (1) attendance during up to three (3) site visits (four hour duration, each) to assess existing light system conditions; (2) conceptual design of up to three electrical system and lighting system layouts; (3) the CPA selected concept design option shall be developed as part of the detailed design phase; (4) develop permit application for CPA Building Department approval, including the required Facility Light Management Plan; (5) production of design drawings and technical specifications related to this task; (5) structural design of foundations for any required light pole structures.
12. Develop design provisions for application of high-performance coatings to the existing mooring bollards at the NCP 1&2 pier.
13. Develop design provisions for selective demolition of the existing concrete damage to be repaired, limited to the extent of repairs assumptions (under Assumptions and Exclusions). This includes the existing NCP 1&2 and the Ro-Ro ramp. Develop design provisions for selective demolition of existing steel sheet piling damaged sections. Develop design provisions for removal of existing cone fenders mounted on the existing NCP 1&2 pier, and removal of arch fenders and bollards at the Ro-Ro ramp. Develop design provisions for selective demolition of approximately 28 abandoned, in-water pipe supports, including the reinforced concrete bents/beams and 62 steel piles. The selective demolition scope includes stability evaluation to assess effects from the pile removal to adjacent sloping soil masses. Based on the stability evaluation, the decision will be made to either partially remove or completely remove the steel piling. Develop design provisions for selective demolition of abandoned in-water steel supports, including approximately 15 steel piles and 350 ft of steel framing (beams). The piles will be specified to be cut near the top for removal of the upper portion, and the embedded portion abandoned in place. Develop design provisions for selective demolition of approximately 1,500 ft of onsite fencing, 200 feet of potable water piping and in-kind replacement of potable water station components.
14. Develop design plans and specifications of the listed facility rehabilitation scope items, including: NCP 1&2, bulkhead wall and Ro-Ro ramp rehabilitation, fire suppression hydrant manifold installation and related potable water system improvements, electrical system modifications. Issue design drawing submittals for review and approval by CPA at the 30% (conceptual) and 90% completion milestones. Coordinate responses to comments and incorporate accepted comments as part of the subsequent document submittals. Issue technical specifications for review and approval by CPA at the 90% completion milestone.
15. Prepare Opinions of Probable Cost (OPC) at the 30% and 90% completion milestones. In general, the OPCs will follow the Association for the Advancement of Cost Engineering (AACE) guidelines for Class 2 estimates, with accuracy ranges of +20% to -15%.
16. The project scope includes coordination and assistance for preparation of permit applications for environmental regulatory authorizations required by the Florida Department of Environmental Protection (FDEP) and U.S. Army Corps of Engineers

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(USACE). The applications and associated permit drawings will be based on 30% completion or greater design effort depicting in-water demolition, repair or modification of the piers and bulkhead, and fender replacements. The draft applications and drawings shall be presented to CPA for review and comments. A copy will also be provided to the grant funding agencies, if requested by CPA. The applications will be updated upon receipt of CPA review comments. The scope includes coordination to schedule pre-application coordination meetings with FDEP, USACE and CPA, to review the proposed work and solicit agency input for any related environmental issues. The permit applications will be submitted electronically through the respective agencies' online business portals. The permitting support scope includes one response to minor comments to each agency and attendance during one site visit as needed with the FDEP and USACE to review site conditions to facilitate the permit application processing.

17. The project scope includes limited support to prepare a NEPA Environmental Assessment, limited to the assumptions and exclusions listed herein.

    JEG will prepare an Environmental Assessment (EA) following the U.S. Department of Transportation (DOT) NEPA Guidelines (DOT Order 5610.1D) including Subpart C – Maritime Administration (MARAD). Per the guidelines, the EA will not exceed 75 pages. JEG will use an interdisciplinary team consisting of NEPA specialists and subject matter experts to prepare the EA. As needed, one member of the NEPA team will accompany a member of the JEG design team to conduct a site visit. The NEPA Task Lead and lead author will be available for up to eight (8) one-hour duration meetings with Canaveral Port Authority (CPA) and MARAD to provide updates as the project progresses.

    JEG will prepare the Coastal Zone Management Act (CZMA) federal consistency determination and agency coordination letters to support the Endangered Species Act Section 7 consultation, National Historic Preservation Act Section 106 consultation, and Tribal Coordination. No surveys for threatened or endangered species or for cultural resources would be performed under this Task Order. A Biological Assessment (ESA Section 7) or a Memorandum of Agreement (NHPA Section 106) would not be prepared under this Task Order. JEG will qualitatively analyze air emissions from construction activities.

    The EA and all associated submittals will be provided to both the CPA and MARAD for their review. JEG will draft the public notice of the EA, and the Finding of No Significant Impact (FONSI). JEG will coordinate with the Florida State Clearinghouse pursuant to Section 403.061 (43), Florida Statutes to ensure appropriate agency review of the Public Draft EA.

    Find below a list of planned EA related submittals:

    - Preliminary Draft EA1 (submittal to CPA).
    - Preliminary Draft EA2 (submittal to MARAD).
    - Draft EA1, Draft FONSI, Draft Public Notice, comment response matrix (submittal to CPA).
    - Draft EA2, Draft FONSI, Draft Public Notice, comment response matrix (submittal to MARAD).

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- Check Copy EA1, FONSI, Public Notice (submit to CPA for approval to release to the public for review).
- Check Copy EA2, FONSI, Public Notice (submit to MARAD for approval to release to the public for review).
- Public Draft EA and FONSI (to the public for 30-day review)
- Draft Final EA1, FONSI, comment response matrix (submit to CPA for back check of public comment resolution)
- Draft Final EA2, FONSI, comment response matrix (submit to CPA for back check of public comment resolution)
- Final EA and FONSI (submit to CPA for signature).
- Final EA and FONSI (submit to MARAD for signature).
- Administrative Record

18. The project scope includes evaluation of six (6) facilities on Port Canaveral property to establish compliance with the Americans with Disabilities Act (ADA) accessibility requirements. This task follows federal grant funding requirements. The facilities to be evaluated include:

    a) The Maritime Center (MC): 3-story office building with on-site parking for approximately 380 vehicles.

    b) Purchasing Building (PB): single story office building with on-site parking for approximately 45 vehicles.

    c) Rodney Ketcham Park/Boat Ramp (RK): public park with boat ramps, restrooms, fishing areas and on-site parking for approximately 50 vehicles and 27 oversize vehicles (truck/boat trailer).

    d) Jetty Park (JP): public park with fishing pier, beach access, playgrounds, concessions building, camp store, restrooms, eight rental cabins, approximately 180 campgrounds for tents and RVs, and on-site parking for approximately 150 vehicles.

    e) Freddie Patrick Park/Boat Ramp (FP): public park with eight boat ramps, two pavilions, restrooms, single story café/retail building, and on-site/overflow parking for approximately 82 vehicles and 136 oversize vehicles (truck/boat trailer).

    f) Exploration Tower (ET): 7-story vacant building, formerly used as exhibition and visitors center, with waterfront boardwalk, and on-site parking for approximately 136 vehicles.

    The specific scope for this task includes:

    <u>18.1 Data Collection and Initial Coordination</u>

    18.1.1 <u>Data Collection</u> – this task includes the research and review of all pertinent facility documents, including but not limited to as-built drawings, original

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design drawings and past inspection reports and facility modification/rehabilitation documents.

18.1.2 Coordination Meetings – task kick-off meeting and one additional progress review meeting with CPA stakeholders. The task scope includes three (3) coordination meetings with the U.S. Department of Transportation (DOT) Maritime Administration (MARAD). All meetings are for a duration of one hour.

18.2 Facilities Evaluations

Site visits shall be performed by a two or three-person team, to complete OMP evaluation of the six facilities on Port Canaveral property. The evaluations will be performed from the public right-of-way into and through the facility. The facility features to be evaluation include but are not limited to: parking quantities and accessibility, loading/unloading zones, sidewalks, ramps and curb ramps, public entrances and exits, internal circulation paths, interior doors (dimensions, clearances and operability), vertical circulation (elevators and stairs), public restrooms, drinking fountains, signage, communications, life-safety/emergency evacuation notification systems, play areas, recreational boating facilities and fishing piers.

18.3 Evaluation Report

The scope includes preparation and submission of a draft report summarizing the results of the facilities' evaluations. The report shall be submitted for client review and comments and shall include a list of deficiencies and photographs organized by facility, along with recommendations for remediation, as required.

Upon acceptance of the draft report and after incorporation of review comments, the Final Evaluation Report shall be submitted. The report shall organize all of the data and analyses performed into a comprehensive document that will provide guidance for future remediation efforts.

19. The project scope includes reinforced concrete facility durability assessment focused on evaluating the existing condition of the NCP 1&2 reinforced concrete pier, bulkhead wall encapsulation and Ro-Ro ramp; estimate the durability of the reinforced concrete structures and support the implementation of rehabilitation measures aimed at improving and preserving the structural integrity, and useful service life of the facilities. Preliminary discussions indicate CPA's interest in extending the useful service life of the structure by 20 years.

19.1 Data Collection and Initial Coordination

19.1.1 Data Collection –this task includes the research and review of all pertinent facility documents, including but not limited to as-built drawings, original design drawings and past inspection reports and facility modification/rehabilitation documents.

19.1.2 Review the Occupancy and Operational History – the task will consist of a review of the environmental and operational factors promoting deterioration.

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19.1.3 Stakeholder Consultation – consult with CPA cargo operations, engineering and harbor master to outline project objectives, operational constraints and construction sequencing requirements.

19.2 Concrete Materials Sampling and Field Testing

An adequate quantity of concrete core samples (based on established industry practice and experience) will be collected within each of the pier generational sections. Within each section, samples will be collected at concrete piles (both within splash zone and above tide levels), beams, concrete decks and concrete topping. Additional samples will be collected at the bulkhead wall concrete encapsulation (both within splash zone and above tide levels). A total of approximately eighty (80), three-to-four-inch diameter by eight-inch-long concrete core samples have been initially estimated as part of the sampling program.

Following extraction, the samples shall be photographed, labeled, packed, and shipped to the testing lab for analysis. Core holes will be hand packed with grout of similar compressive strength than the base material.

Additionally, field testing consisting of electrical potential readings to confirm the effectiveness of existing cathodic protection (CP) systems built into the existing pile repairs shall be performed. An adequate quantity (approximately 20%) of the existing CP systems built into piles shall be tested.

19.3 Laboratory Testing

The collected concrete core samples will be shipped to qualified laboratories to perform the required materials testing. The laboratory testing will establish chloride penetration rates at each of the pier and bulkhead wall sections, help identify defects affecting the concrete and the extent of the damage, and its impact on the residual concrete mechanical properties. A non-exhaustive list of planned tests is provided below:

- Visual description of concrete cores.
- Chloride content profiling.
- Carbonation depth measurements.
- Compressive strength testing.
- Alkali content determination (only if required).
- Petrographic examination.
- Damage Rating Index (DRI) analysis (only if required).
- Stiffness Damage Testing (SDT) (only if required).
- Modulus of elasticity determination.
- Water absorption testing.
- Electrical resistivity measurements

This list may be modified based on defects observed following the petrographic examination of the concrete. The following table includes the test types and quantities that have been considered as the basis for fee estimates.

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Table 1 : Preliminary Laboratory Testing Program

Test Name	Quantity
Visual macroscopic description (ASTM C856)	63
Compression (ASTM C39)	44
Chlorides content (ASTM C1152)	136
Test Name	**Quantity**
Modulus of elasticity (ASTM C469)	32
Petrographic Analysis on polished concrete samples to identify the damage level (DRI) (ASTM C856)	8
Electrical resistivity (ASTM C1876)	28
Carbonation depth measurements RILEM CPC-18	42
Porosity, absorption and specific gravity tests (ASTM C642)	42

The results of this part of the investigation, including all laboratory test results, will be used in Sections 19.4 to 19.6 and will be presented in a summary report.

19.4 Deterioration Mechanisms and Service Life Analyses

The project scope includes evaluation of deterioration mechanisms and the remaining service life of the existing reinforced concrete structural elements. Engineering analyses may consist of:

- Chloride ingress modelling using ACI-365 (in accordance with Section 4.5 of Waterfront Facilities Inspection and Assessment published by ASCE), fib Bulletin 34, and in-house models and software.
- Carbonation modelling based on fib Bulletin 34 and in-house software.

The analyses results will be used to complete the tasks outlined under Sections 19.5 and 19.6. A description of model's principles, including the parameters used and the results obtained will be presented in a progress report.

19.5 Repair Strategy

The team will develop a detailed repair strategy to meet the project objectives, based on field observations and the results of the Deterioration Mechanisms and Service Life Analyses. The Repair Strategy shall consider the following points:

- Present conditions and future deterioration risk.
- Criticality of structural elements.
- Cathodic protection integration.
- Budget considerations.

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- Construction feasibility.
- Operational and safety effects.

The repair strategy outcome will be an intervention management matrix presenting a general description of the structural members to be repaired and rehabilitated, in order to achieve the expected service life extension objective of the project. The management matrix, including repair strategies, will be submitted for review and coordination with CPA. From the design team's recommendations, a joint decision will be made with CPA regarding the extent of repairs to be included in the project construction documents. The confirmation of the pier repair extents shall be made before the start of detailed design.

19.6 Rehabilitation Design

The team will develop a detailed repair strategy, based on the results of the Deterioration Mechanisms and Service Life Analyses and the established extent of repairs. The Repair Strategy shall consider the following points:

- Localized reinforced concrete repairs, including reinforcing steel replacement.
- Full-depth rehabilitation of deteriorated concrete.
- Cathodic protection (where applicable).
- Concrete surface protection systems.
- Crack repairs
- Joint repairs and rehabilitation

The outcome of this section will be a qualitative description of repair and rehabilitation methods to be applied to different elements of the structure, based on detected defects, deterioration mechanisms, rate of degradation, service life modeling, and other parameters considered in the investigation. All findings and recommendations will be presented in the final report. The extent of repairs to be included in the construction documents shall be established in coordination with CPA and considering any established construction budgets.

20. The project scope includes the design of modifications to the potable water system infrastructure to enhance fire suppression capabilities as determined by the local Canaveral Fire Rescue. The task objectives include performing the required potable water system hydraulic analyses and developing the necessary design documentation for installation of a new high-capacity, fire suppression hydrant manifold at the north end of NCP1. The specific scope for this task includes:

20.1 Hydraulic Modeling, Design and Permitting Support

20.1.1 Project Start and Data Collection –this task includes the research and review of the existing potable water system original design and/or as-built documentation. CPA shall provide all available potable water utility information in electronic file format.

That task also includes collecting recent potable water consumption data and analyzing the data to establish potable water consumption to be used as

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inputs to the hydraulic modeling. CPA shall provide all relevant potable water consumption data from Port Canaveral facilities.

20.1.2 Modeling Coordination – the task represents limited support to obtain approval from the City of Cocoa for the use of their hydraulic model. CPA will assume the role of the requesting agency and JEG will assist with the permission request communications to the City of Cocoa.

Additionally, JEG shall schedule one coordination meeting with CPA to establish potable water demand scenarios to be included as part of the hydraulic modeling effort. The modeling objectives are to evaluate the potable water system effects from the proposed fire suppression manifold hydrant implementation and confirm adequate system performance based on the requirements established by the City of Cocoa. The potable water demand scenarios will consider water consumption operational limitations during potential fire events (such as limited cruise vessel potable water consumption during fire events, to be enforced by the Port Canaveral harbor master). A total of two potable water models will be considered as part of the system analyses: (1) City of Cocoa hydraulic model, and (2) a localized north cargo area hydraulic model. Both models will incorporate fire suppression flow demand under maximum daily conditions, considering the established water consumption operational limitations. Use of the City of Cocoa hydraulic model is contingent on CPA obtaining authorization from the City of Cocoa to assess the impacts of the proposed hydrant fire suppression demand flows to the existing potable water distribution system. The north cargo local hydraulic model will be developed to complete a more detailed assessment of system performance and capacity within the study area.

20.1.3 Hydraulic Modeling – the existing City of Cocoa hydraulic model will be used to confirm the proposed fire suppression manifold impacts to the overall potable water distribution system. An additional localized model of the North Cargo Area will be developed to provide a more detailed evaluation of the existing system's capacity under the proposed operating conditions established during Modeling Coordination. Hydrant flow testing will be conducted at nearby hydrants, in coordination with CPA and the City of Cocoa, to identify localized pressure and flow limitations within the North Cargo Area.

JEG shall prepare a draft technical memorandum as part of the hydraulic modeling efforts and submit it to CPA for review and comment. JEG will finalize the report based on review comments submitted by CPA.

20.1.4 Design of Potable Water System Modifications – the task includes design of the required potable water system modifications to accommodate the proposed fire suppression manifold hydrant at NCP1. The scope of modifications will follow the hydraulic modeling results and the permit stipulations by the City of Cocoa.

The task includes the preparation of design drawings and technical specifications to be used for construction related to the new manifold hydrant.

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20.1.5 Permitting Support – the task includes limited assistance to CPA staff during coordination with permit agencies (FDEP and the City of Cocoa), and preparation of new permit applications to be submitted by CPA. Provide the necessary signed and sealed drawings to the permitting agencies. Task includes up to two (2) responses to Requests for Additional Information (RAI) from FDEP. RAI responses shall be limited to project information that does not require supplemental technical analysis or project modifications to mitigate impacts to environmental resources or water quality, or otherwise require non-conventional methods or means to construct the related improvements.

21. Develop design provisions for replacement of approximately 1,500 linear feet of chain link fencing at the NCP 1&2 facility. CPA Public Safety and Security shall provide the fence security requirements to be incorporated. CPA Cargo Operations shall provide gate requirements.
22. Design potable water supply system improvements, including replacement of approximately 200 feet of existing ductile iron piping and modifications to the existing potable water stations. The scope of modifications is limited to in-kind replacement of deteriorated components. The new potable water pipe material shall be CPVC.
23. Develop design of a single landside monopile mooring dolphin, including the steel piling, reinforced concrete encapsulation and mooring bollard. The required mooring bollard capacity shall be provided by the CPA harbor master, not to exceed 125 metric tons. The location of the mooring dolphin shall be coordinated during design development.

Task 1 Assumptions and Exclusions:

1. Any scope items not specifically listed are excluded. All work related to CPA tenant owned facilities is excluded.
2. If protracted delays occur due to no fault by JEG, equitable adjustment to our fee and schedule commensurate with the extent of the delay(s) shall be negotiated. This includes but is not limited to delays resulting from facility access restrictions due to cargo tenant operations. CPA shall authorize access by JEG and its subconsultants to CPA owned facilities.
3. The scope excludes all aspects of subsurface utility designations (soft digs and geophysical investigative methods). Besides the listed potable water system modifications required to accommodate the new fire suppression hydrant manifold at NCP1, the pier potable water piping replacement, and the in-kind potable water station improvements, the identification, evaluation and design of modifications to utilities (potable water, sanitary, stormwater) is not included.
4. The scope excludes all aspects of dredging. Earthwork provisions shall be limited to the specifications required to complete limited excavation, earth backfill and compaction around new landside mooring dolphin supports.
5. The scope excludes design of storm water system improvements, pavement modifications, traffic studies, and any related planning related to facility accessibility and cargo operations.

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6. The project scope excludes evaluation of the steel tie-back rods, part of the existing tie-back bulkhead wall system. Onsite obstructions and the depth of these components limit access for visual assessments.
7. The design of existing reinforced concrete facility repairs (NCP 1&2 and Ro-Ro ramp) is limited to visually verifiable/visible damage reported as part of the engineering dive condition assessment. Additionally, facility repair recommendations shall be issued for consideration by CPA, based on the results of the reinforced concrete durability evaluation. A final decision shall be provided by CPA regarding the extent of repairs to be incorporated in the design documents for bidding and construction. The final decision shall be provided before the start of the detailed design phase.
8. The design of repairs to the NCP 1&2 bulkhead wall is limited to visually verifiable/visible damage reported as part of the engineering dive condition assessment. Additional recommendations will be issued following the completion of the finite element global stability analyses of the existing tie-back bulkhead wall for consideration by CPA. A final decision shall be provided by CPA regarding the repair or replacement of the existing tie-back bulkhead wall. The selected option shall be incorporated in the design documents for bidding and construction. The final decision shall be provided by the specified schedule milestone.
9. The scope excludes provisions for phased design and construction. A single bid cycle shall be executed.
10. The scope excludes all aspects related to vessel navigation studies, vessel mooring and berthing analyses, propeller wash and scour analyses. The scope excludes design of scour protection systems. The existing fender improvements will be executed as in-kind replacements of the existing components.
11. CPA will coordinate distribution of contract bid documents and addenda to potential bidders.
12. Attendance during meetings will be at the CPA Maritime Center or by teleconference. Physical attendance during meetings outside of CPA property are not included. The duration of meetings will be one hour, unless otherwise noted.
13. To maintain the specified project schedule, design document submittal review comments by CPA shall be issued within 14 calendar days from each document submission date.
14. Permit agency information requests that require hydrographic modeling, flushing analysis, or data collection in the field shall be performed as additional services.
15. Find below assumptions related to the limited support to be provided for completion of the National Environmental Policy Act (NEPA) Environmental Assessment (EA):
    a. The Description of Proposed Action and Alternatives (DOPAA) will not be a separate submittal but will be submitted with the Preliminary Draft EA.
    b. All related activities to the performance and coordination of surveys for natural and cultural resources are excluded.
    c. All activities and scope related to the coordination, completion and preparation of a Biological Assessment (ESA Section 7) or a Memorandum of Agreement (NHPA Section 106) are excluded from the project scope.

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d. Public meetings shall not be required. All aspects of the coordination, preparation for, attendance and follow-up to public meetings are excluded from the project scope.

16. Find below assumptions related to the ADA Accessibility Evaluation:

a. The PORT shall provide access to the sites and facilities during normal business hours, and if needed, escorts to facilitate accessibility to any potential restricted areas. After-hours (before 8am and after 6pm EST) site visits are not included.

b. Areas of the facilities that are inaccessible for any reason, or which are unsafe to access (at the discretion of the Project Team), shall be excluded from the evaluation and report.

c. CPA shall provide all available, design, as-built and/or record drawings pertaining to the facilities designated for evaluation. JEG will reasonably rely upon the accuracy, timeliness, and completeness of the information/data provided by CPA or other third parties, without independent verification. Additional effort by JEG due to invalid or inaccurate data provided may entitle JEG to additional compensation.

d. The analyses related to regulatory compliance will be based on the 2010 ADA Standards, considering relevant State of Florida amendments in effect on the effective date of the work authorization. Facility evaluations to establish compliance with the Florida Building Code requirements are excluded; however, at the discretion of the project team, a reasonable effort shall be exercised to highlight readily apparent, non-compliant issues.

e. Any requested evaluations by specialty professionals (other than Jacobs assigned architects and civil engineers) shall be considered additional services and negotiated on a case by case basis.

f. Scope items specifically excluded from the work are:

i. Property Survey

ii. Subsurface Utility Investigation

iii. Geotechnical Engineering

iv. Structural evaluations

v. Destructive or nondestructive testing or analysis

vi. Environmental and hazardous materials assessment and remediation services

vii. Materials testing services

viii. Equipment and non-fixed furniture evaluations

ix. Resilience and sustainability evaluations

x. Life-cycle cost analysis

xi. Cost estimating

xii. Design of remediation measures for ADA compliance (future task).

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xiii. Evaluation of facilities not described herein

17. Find below assumptions related to the potable water system modifications for installation of fire suppression hydrant manifold at the north end of NCP 1.
    a. CPA shall provide all available design, as-built and/or record drawings of the existing potable water utilities. JEG will reasonably rely upon the accuracy, timeliness, and completeness of the information/data provided by CPA or other third parties, without independent verification. Additional effort by JEG due to invalid or inaccurate data provided may entitle JEG to additional compensation.
    b. CPA shall obtain authorization from the City of Cocoa for the use of their potable water system hydraulic model for this project. JEG will assist by facilitating communications regarding CPA's request for model approval by the City of Cocoa.
18. Find below assumptions related to the design-level engineering dive inspections and dive-assisted collection of material samples:
    a. Dive operations shall maintain minimum standoff of 300 ft from any non-JEG vessels, pumps, intakes, or other sources of suction. Diving alongside vessels and the performance of equipment lock-out/tag-out procedures is excluded from the project work scope.
    b. All aspects of work to remove underwater debris (mud, sediment, trash, etc.) to gain access to complete inspections are excluded. Areas blocked or otherwise not accessible due to debris, mud or other objects shall be excluded from the evaluation.
    c. All engineering dive inspection operations have been planned as non-decompression-dives. An on-site decompression chamber will not be provided.
    d. The planned dive mode shall be Surface Supplied Air utilizing a three-person crew consisting of ADCI certified divers, staged from a fully outfitted dive boat moored directly to the structure being inspected. Based on specific site conditions and only if required, the team shall consider the diving staged from a van on the pier.
    e. All engineering dive assisted operations have been planned based on performing work consecutively and un-interrupted during normal daylight work week hours (Monday through Friday from 6am to 6pm EST), after mobilization on site. CPA shall provide authorization to access the facilities. JEG shall make a reasonable attempt to accommodate vessel schedules by transitioning between different locations within the structures. JEG shall also coordinate with CPA to develop a schedule to complete this work efficiently while minimizing delays. No contingency funds have been included for delays due to operational constraints, site accessibility, unsafe weather, or other conditions. Additional resources needed to compensate for delays not caused by JEG shall be processed as additional services.
    f. Reasonable measures shall be employed to minimize the risk of damaging reinforcement and prestressing strands while extracting concrete core samples. All aspects of steel reinforcement and prestressing strands repairs are excluded from the project scope and JEG is not responsible for the cost of the related repairs.

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19. Besides the NEPA Environmental Assessment support task outline above, the project scope excludes all efforts and support for compliance with Maritime Administration (MARAD) Port Infrastructure Development Program (PIDP) grant funding requirements. Any related efforts shall be performed as additional services.

Task 2 – Bidding Support

1. Develop bid set of drawings and technical specifications for bidding and construction of the listed facility rehabilitation scope items. Issue the bid set drawings and technical specifications for review and approval by CPA. Coordinate responses to comments and incorporate accepted comments as part of the subsequent document submittal. Assist CPA staff with development of front end (divisions 0 and 1) specifications as part of the bid documents submittal.
2. Submit signed and sealed electronic files and hard copies of the bid documents as required for permitting.
3. Prepare Opinions of Probable Cost (OPC) at the 100% completion milestone. In general, the OPCs will follow the Association for the Advancement of Cost Engineering (AACE) guidelines for Class 2 estimates, with accuracy ranges of +20% to -15%.
4. Attend two pre-bid site visits and the construction bid opening.
5. Assist CPA with responses of up to forty contractor questions during the bid period.
6. Assist CPA with preparation of up to two addenda during the bid period.

Task 2 Assumptions and Exclusions:

1. Any scope items not specifically listed are excluded.
2. The scope includes a single bid cycle.

Task 3: Limited Construction Administration Support

The task 3 scope and fee to be established at a later date.

Client Responsibilities:

Provide approvals associated with the submission of environmental permits on behalf of CPA.

Complete timely reviews and approvals of technical memoranda, studies, design concepts and detailed design submittals. A 14 calendar day review period has been established for this project.

Confirm the scope of repairs to be carried into detailed design and construction, from the recommendations to be issued for reinforced concrete repairs and bulkhead wall global stability analyses. The confirmation shall be provided before the start of the detailed design phase and the design schedule shall be extended if confirmation is not provided by the specified deadlines.

Provide to the design team the facility and existing tenant operation requirements to be considered for design, including but not limited to security fencing requirements and communications/security system requirements.

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Issue permissions and approvals for site access to perform surveys, field assessments, engineering dive inspections, material sampling and all general site investigative work for design. This includes all Port owned properties and tenant occupied areas. Any areas deemed inaccessible shall be excluded from the evaluation and design project scope. Any delays resulting from the process to obtain facility access approvals shall result in corresponding time extensions to the design schedule.

Provide to the design team as-built and/or design drawings of existing facilities to be investigated, evaluated or considered as part of the project scope. The drawings shall be provided in electronic format (.pdf or .dwg file types).

Additional Terms and Conditions:

JEG will reasonably rely upon the accuracy, timeliness and completeness of the information/data provided by CPA or other third parties, without independent verification. Additional effort by JEG due to invalid data or information provided by CPA or other third parties, may entitle JEG to additional compensation.

Opinions of Cost and Schedule
In providing opinions of cost and schedules for the project, JEG has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operation factors that may materially affect the ultimate project costs or schedule. Therefore, JEG makes no warranty CPA's actual project cost or schedule will not vary from JEG's opinions or estimates. If CPA wishes greater assurance as to any element of project cost or schedule, the Port will employ an independent cost estimator, contractor, or other appropriate advisor.

Geotechnical Services
In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluation, changes or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of JEG.

Project Budget (Section III of the contract)

Task 1: Design and Permitting	$2,598,805
Task 2: Bidding Support	$114,887
	$2,713,692
Task 3: Limited CA Support	Future Task

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Project Schedule (Section IV of the contract)

The services shall begin upon receipt of notice to proceed from the CPA. Notice to proceed will be construed as a signed contract as well as the issuance of a purchase order. Find below list of relevant project milestones.

- Commencement of professional services: CPA executed contract, purchase order and notice to proceed issued no later than October 5, 2026.
- Complete the design level dive inspection and issue summary table of findings and appendix of photographs by the end of January 2027.
- Complete the Geotechnical Field Investigation Report by end of February 2027.
- Complete the existing bulkhead wall finite element global stability analyses by end of April 2027. Obtain confirmation of the bulkhead wall repair or replace approach by CPA by May 17, 2027 (see note 1).
- Submit the reinforced concrete facility durability evaluation intervention management matrix, including a general description of the recommended extent of repairs/rehabilitations and obtain confirmation of the extent of the reinforced concrete repairs from CPA by August 13, 2027 (see note 1).
- Start of detailed design shall take place no later than August 20, 2027.
- Submit the 30% (conceptual) design drawings by the end of September 2027. Receive CPA review comments within 14 calendar days.
- Submit the 90% design drawings, technical specifications and OPCC for CPA review by December 22, 2027. Receive CPA review comments within 14 calendar days.
- Submit draft Florida Department of Environmental Protection and US Army Corps of Engineers permit applications to CPA by end of January 2028(see note 1).
- Completion of the required twelve (12) month NEPA Environmental Assessment will depend on the process and requirements established by the grant funding agency [US Maritime Administration (MARAD)]. The estimated completion timeline points to January 2028, assuming official start issuance by MARAD no later than January 15, 2027(see note 1).
- Advertise, bid and award construction contract: planned for February 2028 to May 2028.

Note 1: tasks requiring regulatory approvals and/or reviews by others may extend the anticipated duration. The timeline associated with these approvals and reviews is not controlled by Jacobs and the design team. If there are protracted delays for reasons beyond our control, schedule modifications shall be negotiated taking into consideration the impact of such delay.

Meeting Date

September 23, 2026

AGENDA ITEM REQUEST

Section:	Engineering, Construction, and Facilities
Item Number:	1.F
Department:	Engineering
Requested Action:	Consideration of approving a purchase order for Jacobs Engineering Group, Inc., for FY27 General Engineering Services, pursuant to their continuing contract RFQ-24-1, subject to approval of the FY27 budget with a not- to-exceed amount of $300,000. (Patrick Hammond/Bill Crowe)

Summary Explanation & Background:

Jacobs was awarded an Engineering Services Continuing Contract, RFQ-24-1, on May 13, 2024, for general engineering support. Jacobs Engineering Group, Inc., has provided quality support and staffing to meet the Port's routine day-to-day needs. Funding in the Engineering Operating Budget for FY27 is $300,000, pending budget approval. As a new task is identified, Jacobs prepares a proposal with a with a not-to-exceed value based on the contract approved rates. Tasks performed on this purchase order may include, but are not limited, to the following:

- Provide maps and site plans of CPA facilities, roadways, utilities, right of way, property easements and boundaries, stormwater systems, and hydrographic surveys.
- Perform minor field investigations. Perform minor planning of alterations to CPA facilities or new facilities, including preliminary estimates of construction, engineering and permitting costs.
- Provide graphical displays for staff and commission meetings.
- When requested by CPA staff, attend, and be prepared to present findings at CPA commission meetings.
- Attend monthly meetings outlining progress on all open Engineering Orders.
- Review Crane Requests and coordinate the crane database.
- Perform pier damage site observations, assessments, and letter reports, including repair cost
- Provide mooring layouts of cruise and cargo vessels.
- Provide maps and site plans of cargo and cruise operations.
- Perform minor permit modification applications and sketches to existing permits.
- Perform routine monitoring of existing permits by maintaining contact with state and federal permit agencies.
- Perform minor research on permit issues.

Financial Impact:	Yes

Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	The amount of $300,000 is included in the FY27 Proposed Operating Budget.

Attachments:

27CPA001 Gen Eng FY 2027 Proposal 2025 0916 JEG Signed.pdf

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September 16, 2026

Canaveral Port Authority
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920

Attn: Mr. Bill Crowe, P.E.
Vice President, Engineering and Construction

Re:27CPA001: General Engineering Support (FY 2027) – Proposal

Within the scope of the July 16, 2024, General Engineering Services Contract, Jacobs Engineering Group, Inc. is pleased to submit the following proposal for professional services in connection with General Engineering Support during the Canaveral Port Authority (CPA) fiscal year 2027.

Scope of Services

General Engineering Services

The scope of services for construction administration support is outlined below:

1. Provide maps and site plans of CPA facilities, roadways, utilities, right of ways, property easements and boundaries, stormwater systems, and hydrographic surveys. Landside (topographic) and waterside (hydrographic) surveys will be performed by others.
2. Perform minor field investigations.
3. Perform minor planning of alterations to CPA facilities or new facilities, including preliminary estimates of construction, engineering and permitting costs.
4. Provide graphical displays for staff and commission meetings.
5. Attend and be prepared to present findings at CPA commission meetings.
6. Attend meetings as requested, outlining progress on all open Engineering Orders.
7. Review crane operation requests and coordinate the crane database.
8. Perform marine facilities damage site observations, assessments, and letter reports, including repair cost estimates.
9. Provide layouts of cruise and cargo vessels.
10. Provide maps and site plans of cargo and cruise operations.
11. Perform minor permit modification applications and sketches to existing permits.
12. Limited support as requested for routine monitoring of existing permits by maintaining contact with state and federal permit agencies.
13. Perform minor research on permit issues.

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Project Schedule

The project will begin upon receipt of notice to proceed from the CPA. The notice to proceed will be construed as a signed work order as well as issuance of a purchase order. It is anticipated that work within the scope for this task order will be provided throughout CPA's fiscal year 2027, from October 2026 to the end of September 2027.

Price

Jacobs shall be paid on a cost basis as follows: $300,000 (not-to-exceed amount). Monthly invoices will be submitted based on the approved professional rates at the time services are rendered. Approved expenses will be reimbursed at cost.

Terms and Conditions

The services enumerated in this proposal will be performed under the terms and conditions of the July 16, 2024 General Engineering Services Contract between CPA and Jacobs Engineering Group, Inc. and the following terms and conditions:

Opinions of Cost

In providing opinions of cost and schedules for the project, Jacobs has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operation factors that may materially affect the ultimate project costs or schedule. Therefore, Jacobs makes no warranty CPA's actual project cost or schedule will not vary from Jacobs' opinions or estimates. If the Port wishes greater assurance as to any element of project cost or schedule, the Port will employ an independent cost estimator, contractor, or other appropriate advisor.

Services During Construction

The following terms apply for all services during the construction for this project:

The presence or duties of Jacobs' personnel at a construction site, whether as onsite representatives or otherwise, do not make Jacobs or Jacobs's personnel in any way responsible for those duties that belong to CPA and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

Jacobs and Jacobs' personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Jacobs' own personnel.

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Acceptance of Proposal

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Port in the space provided below. One signed copy of this proposal returned to the Consultant will serve as an Agreement between the two parties and as Notice to Proceed. Should this proposal not be accepted within a period of sixty (60) days from the above date, it shall become null and void.

Chris Bowker, P.E.
Manager of Projects
Jacobs Engineering Group

September 16, 2026
Date

Accepted By:

CANAVERAL PORT AUTHORITY

Bill Crowe, P.E., P.P.M.
Vice President – Engineering and Construction

Date

Meeting Date

September 23, 2026

AGENDA ITEM REQUEST

Section:	Executive
Item Number:	2.A
Department:	Executive
Requested Action:	Consideration of approval of revisions to the ground lease with the East Coast Zoological Society of Florida ("ECZS") for development of an aquarium and conservation campus and authorizing staff to deliver same, subject to review and approval by General Counsel (Murray/Langley)

Summary Explanation & Background:

On October 6, 2021, CPA and ECZS entered into a Development Agreement for the planning and future development of an aquarium and conservation campus dedicated to the Indian River Lagoon on an approximately 14-acre parcel located on the Banana River (the "Project"). The original Development Agreement included as an exhibit a form ground lease and the conditions required to be satisfied in order to execute and deliver the lease. As a result of circumstances, including certain delays relative the original Project timeline and solidification of capital funding certain changes to the form ground lease have been requested. Further, the outside date for commencement of Base Rent has been extended from January 2029 until January 2033, reflecting previously approved extensions to the Project development schedule. Staff reviewed the ECZS revisions and does not find them to be substantial in nature compared to the form lease previously approved by the Board. Also included in the lease revision is the addition of an easement reservation for CPA to construct, operate and maintain the George King Boulevard West Overpass Extension and CPA's commitment to work with ECZS to mitigate the impacts to the Project from the overpass. For general awareness, further revisions to the Development Agreement and an access easement agreement are expected to be brought before the Board for consideration as early as next month.

Tenant: East Coast Zoological Society of Florida
Premises: Approximately 14 acres
Initial Lease Term: 31 years
Extensions: Three (3) 5-year periods
Use: Aquarium and Conservation Campus
Base Rent: $20,833.33 per month, increasing 2.5% annually
Rent Commencement: Earlier of 5th anniversary of Project opening or January 1, 2033
Additional Rent: Up to $1 per paid admission depending on number of annual visitors
Additional Rent Commencement: 2nd anniversary of Project opening

Financial Impact:	No

Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

Redline_Ground Lease_Aquarium.pdf

Ground Lease_Aquarium.pdf

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the "Lease") is entered into this ___ day of _____, 2026, the "Effective Date" or sometimes referred to herein as the "Delivery Date", by and between The Canaveral Port Authority, an independent taxing district and political subdivision of the State of Florida (hereinafter called "Landlord"); and East Coast Zoological Society of Florida, a Florida not for profit corporation (hereinafter called "Tenant").

ARTICLE I
Premises

Section 1.1. Lease of Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the following (collectively referred to herein as the "Leased Premises"): (i) that certain 14± acre portion of the Banana River Parcel of land located in Brevard County, Florida owned by Landlord, more particularly described on **Exhibit "A"** attached hereto and (ii) all improvements now located or hereafter erected on the parcel depicted on **Exhibit "A"**.

ARTICLE II
Leasehold Improvements

Section 2.1. Tenant Improvements. Except for the Infrastructure Contribution, as defined in that certain Development Agreement by and between Landlord and Tenant dated on or about September 30, 2021, as amended from time to time (the "Development Agreement"), Landlord shall not be obligated to perform any nature of construction work at the Leased Premises.

Section 2.2 Work by Tenant. Tenant shall construct all improvements on the Leased Premises for an aquarium and conservation campus pursuant to the terms of the Development Agreement and according to the approved Project Plans as defined therein (the "Tenant Improvements").

Section 2.3 Leasehold Improvements at Termination. During the Initial Lease Term (defined below) or any Renewal Term (defined below), the Tenant Improvements shall be owned by Tenant, but shall be fully subject to this Lease and the terms hereof. Solely in the event of a Tenant Event of Default which results in the termination of this Lease, but only upon Landlord's written notice to Tenant which shall be provided within thirty (30) days of such Event of Default, Tenant shall remove, and/or demolish at Tenant's sole cost and expense, all of the Tenant Improvements, save and except those Tenant Improvements that Landlord notifies Tenant in writing that Landlord elects to retain at the termination of this Lease; provided that in no event shall Tenant be required to expend more than the Letter of Credit if it is still operative or, if the Letter of Credit is not operative, $500,000.00 in connection with such demolition and removal in the aggregate. Within ten (10) days of the delivery of Landlord's written notice referenced above, the Parties shall meet to review the plans for the Tenant Improvements in advance of Tenant's removal and coordinate regarding what Tenant Improvements should be removed and/or demolished and which Tenant Improvements should be maintained. Tenant shall, upon demand by Landlord at Landlord's election, deliver to Landlord the following: (a) an amount equal to the accrued but unpaid real estate taxes and insurance premiums prorated to the date of termination; (b) such documents and other instruments of conveyance as Landlord may reasonably request to effectuate and evidence the reversion, conveyance and transfer of all of Tenant's ownership interests in the Tenant Improvements that Landlord elects to retain, including but not limited to a quit claim deed and/or a bill-of-sale, each in recordable form, confirming the conveyance of the Tenant Improvements to Landlord for $1.00 consideration; (c) to the extent assignable, an assignment to Landlord of all permits and governmental licenses or other authorizations held by Tenant that are directly applicable to the Leased Premises which may be lawfully transferred, provided that (i) Tenant shall be required to transfer permits, licenses or authorizations to the extent solely related to the

Leased Premises, and (ii) Tenant shall not be required to transfer any permits, licenses or authorizations that (x) are in the name of any individuals associated with the Project, (y) in the name of Tenant and unique to Tenant, or (z) not directly applicable to the Leased Premises, including without limitation any and all USDA licenses related to the Project and any and all Fish and Wildlife Commission permits held by individuals associated with the Project. With the exception of a leasehold mortgage or other encumbrance (a **"**Leasehold Mortgage**"**) related to financing ~~the~~or refinancing the acquisition, construction, equipping, improvement or operation of the Tenant Improvements ~~that is reasonably approved by Landlord~~, including obligations issued by a governmental issuer for the benefit of Tenant of the Tenant Improvement, Tenant may not encumber the Tenant Improvements in any manner, except as expressly provided herein, and any such encumbrance not permitted by this Lease shall be void and of no effect, and the rights of Landlord in the Tenant Improvements shall be superior to any claim of any other party ~~therein~~under an unpermitted encumbrance. Any Leasehold Mortgage shall be subject to the additional provisions set forth in **Exhibit "B"** attached hereto and Landlord and Tenant agree to comply with all the terms and provisions of **Exhibit "B"**. The Tenant Improvements which Landlord elects to retain (which for the purposes of clarity shall exclude all of Tenant's personal property and Tenant's fixtures) shall revert and be conveyed to Landlord upon the termination of this Lease, and ~~any encumbrance thereon shall be deemed null and void~~Tenant shall pay all amounts due and owing under any leasehold mortgage on or before the termination of this Lease. Except as provided above, Tenant shall have no right to encumber the Leased Premises and any such encumbrance shall be void and of no effect; provided, further, that Tenant shall indemnify, defend and hold Landlord harmless in connection with any encumbrance against the Leased Premises caused by Tenant that is~~/was~~ not ~~previously approved by Landlord in writing,~~permitted by this Lease and Tenant shall take such actions to cause the removal of the same. Landlord shall have the right (but not the obligation) to cause the removal of any encumbrance in violation of the terms hereof and Tenant shall reimburse Landlord for all reasonable costs and expenses incurred thereby.

Section 2.4 As-Is Disclaimer. Tenant agrees, except as expressly set forth in Landlord's representations and warranties or other provisions of this Lease, (i) to accept the Leased Premises in the existing condition and state of repair as of the Effective Date and without recourse to Landlord except with respect to Landlord's obligations to perform the Infrastructure Contribution, (ii) to take possession of the same "as is" as of the Effective Date, and (iii) that except as expressly provided in this Lease no representations, statements or warranties, express or implied, have been made by or on behalf of Landlord in respect thereof or in respect of the condition thereof or the present or future use or occupancy that may be made thereof, the zoning or other governmental requirements, transferable development rights, encumbrances thereon, appurtenances, or title thereto (except as may be expressly set forth in this Lease). Without limiting the generality of the foregoing, Tenant has not relied on any representations or warranties (other than as expressly set forth herein), express or implied, as to (1) the current or future real estate tax liability, assessment or valuation of the Leased Premises, (2) the potential qualification of the Leased Premises for any and all benefits conferred by any Laws, whether for subsidies, special real estate tax treatment, insurance, mortgages, or any other benefits, whether similar or dissimilar to those enumerated, (3) the availability of any financing for the construction or operation of the Leased Premises from any source, (4) the presence or absence of any governmental requirements and any violations thereof, (5) the layout, income, expenses, operation, agreements, licenses, easements, instruments, or documents of or in any way affecting the Leased Premises, and (6) the presence or absence of any Hazardous Materials (as defined in Section 11.2), and the compliance or non-compliance with any Environmental Laws (as defined in Section 11.2). Landlord shall in no event whatsoever be liable for any latent or patent defects in the Leased Premises, except as expressly set forth herein. Notwithstanding anything herein to the contrary, nothing in this Lease shall modify or limit Landlord's liability, obligations, representations or warranties set forth in Sections 11.7 and 11.8 or other provisions of this Lease.

Section 2.5 GKB West Overpass Extension. Landlord hereby reserves, for itself and for its agents, employees, contractors, tenants, licensees, invitees, successors, assigns, and any other persons

authorized by Landlord, a nonexclusive right and easement over, across, under, and through the portions of the Leased Premises for construction and operation of an extension of George King Boulevard west and State Road 528 overpass (collectively, the "GKB West Overpass Extension"), for vehicular and pedestrian ingress and egress and for the installation, operation, inspection, maintenance, repair, replacement, relocation, and removal of utilities, drainage facilities, pavement, lighting, signage, landscaping, security equipment, and other related improvements commonly associated with such roadways/overpasses. Landlord may use the GKB West Overpass Extension at all times and for any lawful purpose, including access by the public, neighboring owners and occupants, governmental authorities, emergency personnel, service providers, delivery vehicles, construction vehicles, and Landlord's other tenants, licensees, invitees, and contractors. The GKB West Overpass Extension may be used jointly with Tenant and shall not be deemed dedicated to public use or surrendered, abandoned, or merged with the leasehold estate.

The initial location and configuration of the GKB West Overpass Extension are shown on **Exhibit "G"**, attached hereto and made part hereof by this reference; provided, however, that Landlord may, from time to time and in its reasonable discretion, establish, alter, widen, narrow, relocate, reroute, temporarily close, or otherwise modify all or any portion of the GKB West Overpass Extension, so long as (i) Tenant and its agents, employees, contractors, tenants, licensees, invitees retain adequate access to and parking on the Leased Premises, and Tenant's development, construction, and operation of the Premises is not unreasonably obstructed or hindered. Landlord may make such changes to accommodate development, redevelopment, construction, repairs, maintenance, traffic flow, safety, governmental requirements, utility work, or the needs of Landlord's other properties or occupants. Landlord and Tenant agree to cooperate in the location and configuration of the GKB West Overpass Extension and in the mitigation of impacts (e.g., noise, light, visual aesthetics, signage) resulting from the GKB West Overpass Extension to Tenant's development, including its parking facilities, as more particularly provided in the Development Agreement, as may be amended from time to time. Landlord also agrees to (x) work with Tenant in good faith, at no additional cost to Tenant, to annex additional parking spaces to the Premises to offset the loss of parking in connection with the GKB West Overpass Extension, and (y) mitigate any costs actually incurred by Tenant in connection with the GKB West Overpass Extension, including, without limitation, infrastructure costs, construction costs (including additional staging costs), and unforeseen cost impacts.

ARTICLE III
Term

Section 3.1. Term. The term of this Lease shall begin on the Effective Date and terminate on ~~the date that is thirty-one~~[_____], which is thirty-one (31) years following the Effective Date unless sooner terminated as provided for in this Lease (the "Initial Lease Term"). On or before the Effective Date, Landlord ~~or~~and Tenant ~~may record~~shall execute a memorandum of this Lease and Tenant shall record the same in the Public Records of Brevard County, Florida. The Effective Date shall be the date on which Tenant obtains Project Plans approval as defined in the Development Agreement. Notwithstanding anything herein or in the Development Agreement to the contrary, this Lease may be terminated by either Landlord or Tenant at the times and on the terms and conditions set forth in the Development Agreement~~.~~; provided, however, that upon the issuance of any bonds and commencement of construction on the Leased Premises, any such termination rights provided in the Development Agreement shall be subject to any notice and cure periods provided in a Leasehold Mortgage to the same extent as if such notice and cure periods were set forth in the Development Agreement.

Section 3.2. Renewal. If this Lease has not been terminated and if an Event of Default on the part of Tenant does not exist at the time of Renewal Notice (defined below) or the commencement of a Renewal Term (defined below), Tenant may at its option extend the Initial Lease Term for three (3) additional periods of five (5) years (each a "Renewal Term"), subject to all the provisions of this Lease, by

giving written notice to Landlord no sooner than eighteen (18) months prior to expiration of the Initial Lease Term or any Renewal Term (the "Renewal Notice") and no later than nine (9) months prior to the expiration of the Initial Lease Term or any Renewal Term. Within thirty (30) days of Landlord's receipt of a Renewal Notice from Tenant, Landlord shall coordinate a meeting with Tenant to review the Leased Premises for inspection purposes. In the event that Landlord, in its reasonable discretion, deems that Tenant has not maintained the Leased Premises in a clean, attractive condition and in good repair, as and to the extent required by Sections 8.2 and 8.4 of this Lease, as a condition precedent to the commencement of a Renewal Term, Landlord may require Tenant to perform or have performed such routine maintenance as is necessary to cause the Leased Premises to be in good repair by providing reasonable written notification to Tenant outlining the specific maintenance work to be made; provided that such notice must be provided to Tenant no later than three (3) months prior to the commencement of the applicable Renewal Term. Failure of Tenant to comply with any such required maintenance to the Leased Premises by the commencement date of the applicable Renewal Term shall result in a forfeiture of Tenant's Renewal Notice.

ARTICLE IV
Rental

Section 4.1. Base Rent. On the earlier of (i) the fifth (5th) anniversary of the Project's opening to the public as set forth in the Development Agreement; or (ii) January 1, ~~2029~~2033, Tenant shall pay rent to Landlord in the amount of $250,000.00 per year ("Base Rent"), payable in the amount of $20,833.33 per month over the course of the year immediately following the 5th anniversary of the Project's opening. Base Rent shall increase annually by 2.5% beginning on the first (1st) anniversary of Base Rent payments by Tenant to Landlord and continue during the remainder of the Initial Lease Term and any Renewal Term.

Section 4.2 Additional Rent. Beginning on the second (2nd) anniversary of the Project's opening to the public as set forth in the Development Agreement, Tenant shall pay additional rent to Landlord based on the prior year's paid admissions in the amounts as follows ("Additional Rent"):

Annual Visitors	Additional Rent per Paid Admission	Total Additional Rent Range per Year
0-100,000	$0	$0
100,001 – 400,000	$0.50	$50,000 - $200,000
400,001 – 500,000	$0.75	$300,000 - $375,000
Over 500,000	$1.00	$500,000 and up

(a) As a means for evaluating and establishing Additional Rent, the Tenant shall provide Landlord with a written statement on an annual basis, certified by one of Tenant's officers, that details the Annual Visitors (defined below) and Paid Admissions (defined below) for the applicable period. "Annual Visitors" shall include: (i) paid daily attendees, (ii) unpaid daily attendees; and (iii) attendees associated with an aquarium annual pass/membership. "Paid Admission" shall include (i) paid daily attendees; and (ii) aquarium annual passes/memberships (as of the date of purchase) as follows: a single annual pass/membership shall be counted as 2 Paid Admissions; an annual pass/membership for two people shall be counted as 4 Paid Admissions; an annual pass/membership for a family of three shall be counted as 6 Paid Admissions; an annual pass/membership for a family of four or more shall be counted as 8 Paid Admissions. Joint annual passes/memberships for the aquarium and Brevard Zoo shall be counted as half of the applicable Paid Admissions for the aquarium annual passes/memberships. Guests attending special functions, such as fundraising events, shall not be included as either an Annual Visitor or a Paid Admission. Tenant shall also provide Landlord with an accounting of its parking revenues and fees charged. Said written statement shall also provide information regarding daily admission prices and any adjustments thereof and the cost associated with annual passes/memberships. In the event any daily admission price(s)

increase during the Initial Term and any Renewal Terms, the Additional Rent required to be paid under this Paragraph shall increase by the same percentage as any percentage increase in such paid daily admissions price(s). It is the intention of the Parties to establish a fair and reasonable means for calculating Additional Rent through creating the scenarios set forth above for Paid Admission. As such, Tenant shall not structure costs associated with annual passes/memberships and/or parking in a manner that would avoid the payment of Additional Rent. Within a reasonable time following the end of Tenant's fiscal year, Tenant shall provide Landlord with a copy of Tenant's annual audited financial statements. At any time during the Term, Landlord shall have the right to review Tenant's financial records upon providing reasonable written notice to Tenant.

Section 4.3. Place and Time of Payment. Any sums hereunder provided to be paid by Tenant shall be due and payable by Tenant without demand, deduction, abatement or setoff except as expressly provided herein, monthly in advance to Landlord at 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920, Attention: Finance, or such other address as Landlord directs in writing.

Section 4.4 Late Charges. All Base Rent and Additional Rent payments unpaid on the 30th calendar day following the day such payments are due are delinquent. Delinquent accounts shall incur a late charge of one and one-half percent (1-1/2%) for each month, eighteen percent (18%) per year, simple interest, on any portion of said rental payment which remains delinquent.

Section 4.5 Taxes and Assessments. Tenant and its successors shall pay or cause to be paid all ad valorem taxes and assessments levied on or in connection with the Leased Premises and Tenant Improvements or shall make or cause to be made payments in lieu of ad valorem taxes and assessments in the same manner and same amounts as if subject to assessment, levy and tax thereon. In addition, Tenant shall be responsible for paying any and all sales and uses taxes, impact and connection fees related to the Leased Premises and this Lease.

Section ~~4.5~~4.6 Security Deposit; Letter of Credit.

(a) A "Security Deposit", in an amount equal to two (2) month's Base Rent or Forty-Two Thousand and No/100 Dollars ($42,000.00) shall be paid to Landlord by Tenant at the commencement of the Term. At the commencement of the fourth (4th) year of the Term, Tenant shall increase the "Security Deposit" such that it equals a total of four (4) month's Base Rent ~~or~~ (Eighty-Four Thousand and No/100 Dollars). The Security Deposit will be held by Landlord without interest as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit may be commingled with Landlord's other funds and is not an advance payment of Base Rent or Additional Rent or a measure of or limit to Landlord's damages in case of an Event of Default (defined below) by Tenant. Upon the occurrence of any Event of Default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such fund to the extent necessary to make good any arrears of Base Rent or Additional Rent and any other damage, injury, expense or liability caused to Landlord by such Event of Default, and Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. Should Tenant fully comply with all of the terms of this Lease, the Security Deposit will be returned in full to Tenant within sixty (60) days after Tenant vacates the Leased Premises in the condition required by this Lease.

(b) An irrevocable "Letter of Credit" in the amount of Five Hundred Thousand and No/100 Dollars ($500,000.00) shall be posted by Tenant naming the Landlord as beneficiary in a form and issued by a financial institution acceptable to Landlord exercising reasonable discretion and delivered to Landlord by Tenant at the commencement of the Term. The Letter of Credit shall serve as security for Landlord in an Event of Default by Tenant resulting in a termination of the Lease whereby Tenant fails to

restore Leased Premises to the condition that existed prior to the construction of the Tenant Improvements. Should ~~Tenant fully comply with all of the terms~~there be no Event of Default as of the termination date of this Lease, the Letter of Credit will be returned to Tenant within a reasonable period of time after Tenant vacates the Leased Premises in the condition required by this Lease. The Letter of Credit shall remain in place until the Tenant commences Base Rent payments to Landlord, at which time the Letter of Credit will be returned to Tenant.

ARTICLE V
Utilities

Section 5.1. Payment of Utility Costs. Tenant will at its own cost and expense pay prior to delinquency for all water, sanitary sewer, gas, electricity, telecommunications, solid waste removal, and other utilities used in the Leased Premises and will save and hold Landlord harmless from any charge or liability for same. Such payments shall be made directly to the supplier of any utility to the Leased Premises. Tenant will, within three (3) days of request of Landlord from time to time during the term hereof, furnish to Landlord copies of Tenant's utility bills and evidence of the timely payment thereof.

Section 5.2. Interruption. No interruption or malfunction of any utility services (including, without limitation, interruption of such utilities as a result of the enactment or promulgation, regardless of the ultimate validity or enforceability thereof, of any federal, state or local law, statute, ordinance, decree, order, guideline or regulation now or hereafter enacted or promulgated by any governmental, quasi-governmental, regulatory or executive authority) shall constitute an eviction or disturbance of Tenant's use and possession of the Leased Premises or a breach by Landlord of any of its obligations hereunder or render Landlord liable for any damages (including, without limitation, consequential or special damages) or entitle Tenant to be relieved from any of its obligations hereunder (including the obligation to pay rent) or grant Tenant any right of setoff or recoupment, unless such occurrence(s) and/or damages are caused by the intentional or grossly negligent act of Landlord or any of its elected and appointed officials, officers, employees, agents, representatives, and independent contractors. In the event of any such interruption of any such services, Tenant shall be responsible at its sole cost and expense to restore such service, unless the interruption was caused by the intentional or grossly negligent act of Landlord or any of its elected and appointed officials, officers, employees, agents, representatives, and independent contractors in which case Landlord shall be required to restore the interrupted service as promptly as possible.

ARTICLE VI
Permitted Use

Section 6.1. Permitted Use. Tenant will use the Leased Premises solely for the following purposes: an aquarium and such other similar or direct ancillary uses tied to Tenant's mission (inclusive of periodic fundraising events, corporate events, private parties, launch viewings and children's events), rental of some or all of the Leased Premises on a short-term basis to third parties for events, and as may otherwise be pre-approved by Landlord from time to time in the Landlord's reasonable discretion ("Tenant's Permitted Use"). Tenant will not use and shall prevent the use of the Leased Premises for any other purpose without the prior written consent of Landlord, which Landlord may withhold or condition in its sole discretion.

(a) Parking. All parking for Tenant's Permitted Use, including but not limited to parking for Tenant's staff, employees, administration, visitors, guests, vendors, etc., shall be provided by Tenant wholly within the Leased Premises boundaries. Tenant shall be permitted to charge visitors, guests and other third parties for parking; provided that, Tenant may, in Tenant's sole discretion, chose to validate or otherwise provide free or reduced fee parking to those visiting the Project. Tenant shall not permit overnight cruise ship parking on the Property. Tenant shall be responsible for all parking enforcement on the Leased

Premises. Accordingly, Landlord shall not be responsible for any cruise passenger inadvertently parking on the Leased Premises.

(b) Signage. Signage shall be subject to the reasonable approval of Landlord consistent with the architectural design of Tenant's Permitted Use, conveying a sense of quality, permanence and creativity and shall be consistent with the applicable regulations of any Governmental Authority.

(c) Compliance with Laws and Regulations. Tenant, at its sole cost and expense: will comply and cause compliance with all Federal, State, municipal and other laws, codes, ordinances, rules and regulations applicable to the Leased Premises and the occupancy thereof and/or business conducted therein; will comply and will use commercially reasonable efforts to cause compliance with such certain measures and recommendations to ensure the Leased Premises is operationally safe for visitors and invitees (which may include, but are not limited to: installing safety lighting, safety railings, and anti-slip treatment on floors or concrete) as Landlord and/or Landlord's insurance carriers may, from time to time, reasonably request; will not commit and shall use commercially reasonable efforts to prevent any act which could reasonably be deemed a nuisance by Landlord, or which could reasonably be expected to, in the reasonable judgment of Landlord, damage Landlord's goodwill or reputation, or injure or depreciate the Leased Premises; subject to the prior written approval of Landlord, will install, remove and alter such fixtures, equipment and facilities in, and make such alterations to, the Leased Premises as may be necessary so to comply with all applicable laws and regulations; will comply and use commercially reasonable efforts to cause compliance with such regulations as Landlord may reasonably promulgate regarding sanitation, cleanliness and other matters, including without limitation removal of garbage, trash and other waste; and will furnish and maintain an adequate number (as reasonably determined by Landlord) of fire extinguishers in good operating condition as may be required by applicable law. Tenant will not engage in any activity or keep in, upon or about the Leased Premises and will use commercially reasonable efforts to prevent any activity from being conducted and things from being kept in, upon or about the Leased Premises or permit any nature of construction or any other condition at the Leased Premises which would cause any fire and extended coverage insurance to be canceled, or the rate therefor increased (or at Landlord's option Tenant will upon demand pay any such increase); and will not make any unlawful use of the Leased Premises and shall use commercially reasonable efforts to prevent any unlawful use thereof. In addition, Tenant shall not use the Leased Premises for any of the prohibited uses set forth on **Exhibit "C".**

ARTICLE VII
Assignment and Subletting

Section 7.1. Limitation on Assignment or Subleasing. In no event shall Tenant, nor Tenant's legal representatives or successors in interest by operation of law or otherwise, assign or sublet this Lease or any part thereof, or mortgage, pledge or hypothecate its leasehold interest or-grant any concession or license within the Leased Premises without the prior express written permission of Landlord, and any attempt to do any of the foregoing without the prior express written permission of Landlord shall be void and of no effect. This prohibition against assigning shall be construed to include a prohibition against any assignment by operation of law. Notwithstanding the foregoing, Landlord hereby recognizes that (i) Tenant may assign or sublet this Lease to any affiliate or subsidiary of Tenant, provided that no assignment to any such affiliate or subsidiary will in any way affect Tenant's obligations or liabilities under this Lease, (ii) Tenant will enter into certain agreements with certain third-party vendors providing concessions, security, gifts and/or souvenirs tied to Tenant's Permitted Use of the Leased Premises and (iii) Tenant may engage in short term rentals of some or all of the Leased Premises to third parties for events that are within the scope of Tenant's Permitted Use, and such agreements and short-term rentals shall not require Landlord's written permission pursuant to this Section 7.1. Further, nothing herein shall be deemed to prohibit Tenant from entering into a Leasehold Mortgage pursuant to the terms set forth in Section 2.3 hereof. No foreclosure of a Leasehold Mortgage, conveyance or assignment in lieu thereof, or other exercise of remedies thereunder, and no

transfer of the leasehold estate to the Leasehold Mortgagee, its designee or the purchaser at a foreclosure sale, shall require Landlord's consent or constitute a default under this Lease.

ARTICLE VIII
Repair and Maintenance

Section 8.1. Landlord - No Duty to Maintain or Repair. Landlord will have no duty to repair or maintain the Leased Premises or any portion thereof, including the leased land or any improvements placed at or constituting any portion of the Leased Premises.

Section 8.2. Tenant – Maintenance and Repair of Damage to Leased Premises. Tenant shall have an obligation to maintain the Leased Premises and a separate continuing obligation to maintain the Tenant Improvements, once constructed. All damage to any part of the Leased Premises (including, without limitation, buildings, parking lots, driveways, sidewalk improvements, if any, as well as any other improvements constructed by Landlord or Tenant) will be promptly repaired and all maintenance thereon will be performed and replacements and renewals thereof will be made by Tenant at Tenant's sole cost and expense; Tenant shall maintain, replace, renew and repair at its sole cost and expense all aspects of the Leased Premises in the same condition as initially constructed, or updated, and to be suitable for Tenant's intended commercial purpose and occupancy; and Tenant will at its sole cost and expense perform all maintenance and make all repairs, renewals and replacements with respect to the Leased Premises, including but not limited to heating and air conditioning equipment, electrical equipment and fixtures, plumbing fixtures and equipment, wiring (including that within walls or ceiling or under flooring or floor covering), and utility lines (including, without limitation, water lines, sanitary sewer lines, telecommunications lines, and gas lines), serving the Leased Premises. Tenant will maintain all landscaping at or about the Leased Premises in a neat and attractive condition. Tenant shall also perform periodic extermination and pest control within the Leased Premises to keep them free from insect and vermin infestation. All maintenance, repairs, replacements and renewals shall be done with high quality materials and workmanship and shall be done in accordance with the then existing federal, state and local regulations regarding health and safety.

Section 8.3 Solid Waste Disposal. Tenant will provide suitable trash containers in suitable number. Tenant shall be responsible for the disposal of all trash and waste of any kind associated with the operations at the Leased Premises (whether or not such is generated by Tenant or its subtenants, customers or invitees); such trash disposal facilities shall be located in an enclosed area within the Leased Premises approved by Landlord in writing.

Section 8.4 Landlord's Right to Repair or Maintain. At Landlord's option, if Landlord, in its reasonable discretion, considers necessary any repairs, maintenance, renewals or replacements required by the provisions of this Lease to be made or provided by Tenant, Landlord may request that Tenant make such repairs or perform such maintenance or provide such renewal or replacements, and, upon Tenant's failure or refusal to do so within thirty (30) days after written notice from Landlord (and in any event in case of an emergency irrespective of whether Landlord shall have requested or obtained Tenant's prior consent), Landlord, at Landlord's option, shall have the right (but shall not be obligated), either itself or through a third party contractor, to make such repair, perform such maintenance or provide such renewal or replacement; thereupon Tenant will, at Landlord's election, within ten (10) days of Landlord's demand pay (or reimburse Landlord for) the actual cost thereby incurred by Landlord; and in addition, Tenant shall pay Landlord interest at rate set forth in Section 4.4 from the date such costs are incurred until paid by Tenant. For these purposes an "emergency" shall be deemed to exist if, in the good faith judgment of Landlord, prompt action is needed in order to prevent death, bodily injury or property damage. If Landlord makes any such repairs, performs any such maintenance, or provides any such renewal or replacement, or undertakes to do so (or engages any third-party contractors to do so), then Landlord shall not be liable to

Tenant for any loss or damage that may occur to Tenant's merchandise, fixtures or other property or to Tenant's business incident to such action by Landlord except to the extent such loss or damage arises out of Landlord's gross negligence or intentional misconduct.

Section 8.5. Tenant's Additional Maintenance Obligations. Tenant will not commit or permit and shall prevent waste in or upon the Leased Premises and will not injure the Leased Premises but will maintain the Leased Premises in a clean, attractive condition and in good repair. Upon termination of this Lease, Tenant will also surrender to Landlord all keys and other access devices to any remaining Tenant Improvements that Landlord elected to retain, on the Leased Premises at the place stated herein for the payment and inform Landlord, in writing, of all combinations on locks, safes and vaults, if any, remaining at the Leased Premises.

Section 8.6. Landlord's Right of Entry. Landlord (and any mortgagee or Deed of Trust beneficiary as to the Leased Premises) and their respective agents, contractors and representatives will have a right to enter the Leased Premises during normal business hours to inspect the condition thereof, to make necessary or desirable repairs and improvements to the extent permitted under this Lease, and for other lawful purposes without the same constituting an eviction of Tenant or any other occupant in whole or in part; provided however, such right shall not be exercised in a manner which would unreasonably interfere with Tenant's conduct of its business at the Leased Premises. Notwithstanding the foregoing, in case of an emergency, Landlord shall have the right to enter the Leased Premises at any time; provided that, whether in the case of an emergency or not, under no circumstances shall Landlord be permitted to enter animal holding areas unless accompanied by a Tenant staff member. When entering animal holding areas, Landlord and its representatives agree to follow the direction and supervision of Tenant's staff members, including wearing any protective gear as directed by Tenant's staff members.

Section 8.7. Mechanic's Liens. Tenant shall not be deemed to be the agent or representative of, or the contractor for, Landlord in making any alterations, additions or improvements to the Leased Premises, and shall have no power or authority to encumber any interest in the Leased Premises, except as expressly permitted herein. Tenant shall not permit or suffer any laborer's, materialman's, mechanic's or other similar liens to be filed or otherwise imposed on any part of the Leased Premises. If any laborer's, materialman's, mechanic's or other similar lien or claim thereof is filed and if Tenant does not cause such lien to be released and discharged forthwith, or file a bond approved by Landlord in lieu thereof, on demand by Landlord (but in all events prior to foreclosure thereof, or any interest of Landlord therein, or the imposition of a civil or criminal fine with respect thereto), same shall constitute an Event of Default, and Landlord shall have the right, at its option, in addition to and cumulative of the rights and remedies provided in this Lease, without the necessity of any notice or demand, to vacate or release the same, including to pay all sums to obtain such release and discharge and Tenant shall reimburse Landlord for the same upon demand together with interest thereon at rate set forth in Section 4.4 from the date such costs are incurred until paid by Tenant. Tenant hereby agrees to indemnify, defend and hold harmless the Landlord, at Tenant's sole cost and expense, against any actions, lawsuits or proceedings brought against the Landlord as a result of liens filed against the Leased Premises due to the actions of Tenant and its employees and contractors, and the Tenant hereby agrees to indemnify, defend, and hold harmless the Landlord against any such liens or claims of liens, and agrees to pay any judgment or lien against the Landlord or the Landlord's property resulting from any such actions, suits, or proceedings brought to enforce any such lien or claim. Nothing contained herein, however, shall imply any consent or agreement on the part of Landlord or anyone holding under Landlord to subject Landlord's interest to liability under any mechanic's or other lien law, regardless of whether the performance or furnishing of such work, labor, services or materials to Tenant or anyone holding under Tenant shall have been consented to by Landlord.

Section 8.8 Common Area Maintenance. Tenant and future tenants of the Future Development Area, once developed, shall contribute a prorated share for maintenance of the common areas and

improvements (the "Common Elements") identified in **Exhibit "D"** attached hereto and made a part hereof by this reference, based upon the acreage of the Leased Premises as a percentage of the overall Banana River Parcel. Prior to the development of the Future Development Area (where future tenants would occupy other parcels), Tenant shall be responsible for the entire cost of maintenance of the Common Elements that were installed by Tenant. Landlord shall be responsible for maintaining the Access Drive and the Stormwater Improvements set forth in Section 6.3 of the Development Agreement.

ARTICLE IX
Additions and Fixtures

Section 9.1. Alterations. Tenant shall not make and shall prevent from being made any alterations or additions to the Leased Premises not specifically contemplated in the Development Agreement without the prior written consent of Landlord; provided that Tenant shall be permitted to make the following alterations or modifications of the Leased Premises without the prior consent of Landlord as long as they do not require a modification to or a new building permit: (i) such alterations and modifications as are necessary or desirable in connection with the updating, removal or refreshing of exhibits within the Project, (ii) updates and changes to the landscaping of the Leased Premises, (iii) changes to signage both on the exterior and interior of the Project, and (iv) such other changes, alterations, modifications and additions as are necessary or desirable in the normal course of operation of an aquarium consistent with the Development Approvals (defined in the Development Agreement) and Tenant's Permitted Use.

Section 9.2. Removable Trade Fixtures. At the termination of the Lease, Tenant may remove all "Removable Trade Fixtures", as hereinafter defined, (excluding, however, ducts, conduits, wiring, pipes, paneling or other wall covering or floor covering), and, in addition to other applicable provisions of this Lease regarding such removal, the following shall apply: (1) Such removal must be made prior to the termination of the Lease Term; and (2) such removal must be effected without damage to the Leased Premises and Tenant must promptly repair all damage caused by such removal. For the purposes hereof, the phrase "Removable Trade Fixtures" means the following, whether or not affixed, and located within the building(s) on the Leased Premises: all of Tenant's signs, computers and all peripherals and accessories, tables, furniture, furnishings, chairs, desks, racks, decorations, standards, rugs and removable floor coverings, office equipment and appliances, and any other items that can be removed with no damage, or minor damage that can be repaired (such as pumps, tanks, aeration and similar systems, etc.).

ARTICLE X
Fire and Destruction of Leased Premises

Section 10.1. Tenant's Obligations. In the event of ~~fire or material damage or destruction~~a Major Casualty (as defined below) to the Leased Premises or any portion thereof, and subject to the terms of any Leasehold Mortgage, Landlord and Tenant shall each have the right to terminate the Lease, by giving written notice to the other of them within fifteen (15) days after the date of such casualty or damage. As used herein, the term "Major Casualty" shall mean a casualty in which more than 70% of the Premises is destroyed. If neither Landlord nor Tenant elects to terminate, Tenant shall immediately repair and reconstruct the Leased Premises to substantially the same condition in which they existed immediately prior to such damage or destruction. If Tenant fails to remove all such damage or destruction or take such action as is necessary to place the Leased Premises in a safe condition within thirty (30) days (or as soon as reasonably practical thereafter following diligent efforts by Tenant) following such damage or destruction, Landlord shall have the right (but no obligation) to do so, whereupon Tenant shall be liable to pay Landlord, upon demand, the cost and expense incurred by Landlord in accomplishing such action. Any failure by Tenant to make such payment to Landlord may be treated by Landlord as a default by Tenant hereunder. Notwithstanding any provisions of this Agreement to the contrary, if the Leased Premises is damaged by fire or other casualty resulting from the fault or negligence of Tenant or any of Tenant's agents, employees,

contractors, subtenants, licensees or invitees, Tenant shall be liable to Landlord for the cost and expense of the repair and restoration of the Leased Premises in order to comply with Section 2.3 of this Lease to the extent such cost and expenses are not covered by insurance proceeds actually received by Landlord.

ARTICLE XI
Insurance, Liability and Indemnity

Section 11.1. Indemnity. To the fullest extent permitted by law, the Tenant will indemnify, defend or protect by counsel selected by Landlord, and hold harmless the Landlord and its respective agents, officers, directors, members, affiliates, managers, lenders, mortgagees, employees, guests, licensees and invitees and their successors and assigns (each of which is sometimes referred to herein as an "Indemnified Party") in full from and against all claims, demands, causes of action, proceedings, injuries to or death of any person or damage to any property, penalties, damages, liabilities, losses, liens and expenses, including but not limited to attorneys' and consultants' fees and expenses ("Liabilities") arising out of or resulting, in whole or in part, from the acts or omissions of the Tenant or its subtenants, or their respective members, shareholders, owners, directors, officers, employees, affiliates, agents, representatives, invitees, guests, subcontractors, suppliers or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, or anyone claiming by, through or under any of them, associated with the Leased Premises or any improvements to other areas constructed by Tenant off-site, REGARDLESS OF WHETHER SUCH LIABILITIES IS CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT ACTS OR OMISSIONS OF LANDLORD OR ANYONE FOR WHOSE ACTS LANDLORD MAY BE LIABLE. IT IS UNDERSTOOD AND AGREED THAT THIS INDEMNITY AND RELEASE COVERS CLAIMS BASED ON THE NEGLIGENCE (INCLUDING WITHOUT LIMITATION THE CONTRIBUTORY OR SOLE NEGLIGENCE), OR STRICT LIABILITY OF THE LANDLORD AND OTHER INDEMNIFIED PARTIES.

Section 11.2. Indemnification for Hazardous Materials. Tenant covenants and agrees to indemnify, defend and hold harmless Landlord and the Indemnified Parties against and from any and all damages, losses, liabilities, obligations, penalties, claims, judgments, or expenses, of every kind and nature whatsoever, which may be at any time incurred by or asserted against any Indemnified Party, which relate directly to a violation of any applicable present or future laws, statutes, treaties, rules, regulations, orders, ordinances, permits, licenses, judgments or decrees enacted by any Governmental Authority to regulate any materials, wastes and/or substances in the environment, ("Environmental Laws") at or within the Leased Premises by Tenant, any subtenant or either of their respective agents or employees, including, without limitation: (1) Any and all costs associated with the removal of any substance, waste, or material now or hereafter determined or identified by any applicable Governmental Authority to pose a risk of injury to health, safety and/or property, including but not limited to (i) all materials, wastes and substances now or hereafter designated as hazardous or toxic by the United States Environmental Protection Agency, the United States Department of Labor, the United States Department of Transportation or any other Governmental Authority, (ii) all materials, wastes and substances now or hereafter designated or defined as hazardous, extremely hazardous or toxic pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 6901, *et seq.),* or any other Environmental Laws, and (iii) asbestos, urea formaldehyde, polychlorinated biphenyls, and petroleum products ("Hazardous Material") from, or the clean-up of, all or any portion of the Leased Premises in accordance with applicable Environmental Laws; (2) Any and all liabilities, obligations, losses, damages, penalties, claims, judgments and expenses incurred or suffered by any Indemnified Party in connection with any restoration of; or any alteration, improvement, or repair to, all or any portion of the Leased Premises or any surrounding area, which may be directly or indirectly required in order to comply with any applicable Environmental Laws; (3) Any and all actual and direct penalties, damages, losses, liabilities, obligations, claims, judgments, and expenses (including, but not limited to, attorneys' fees) incurred or suffered by, or asserted against, any Indemnified Party in connection with any proceeding by any Governmental Authority or any other person

against any Indemnified Party which in any way is related to the existence of any Hazardous Material on, under or in the Leased Premises, any portion hereof, or any violation or alleged violation of any Environmental Laws by the Tenant, a subtenant or either of their respective agents or employees, or the Leased Premises or any portion thereof; and (4) Any and all costs and expenses (including, but not limited to, attorneys' fees) incurred by any Indemnified Party in enforcing this Lease.

Section 11.3. Waiver of Subrogation. In the event that either Landlord or Tenant sustains a loss by reason of fire or other casualty which is covered (or could have been covered) by a fire and extended coverage insurance policy or other insurance policy or rider thereto, and such fire or casualty is caused in whole or in part by acts or omissions of the other party, its agents, servants or employees, then the party sustaining such loss agrees to look solely to its insurance proceeds (if any); and such party shall have no claim or right of recovery against the other party to this Lease, or its agents, servants or employees; and no third party shall have any claim or right of recovery by way of subrogation or assignment or otherwise.

Section 11.4. Tenant's Required Insurance – Property and Casualty. Tenant agrees to purchase and maintain at all times during the Lease Term a policy of fire, extended coverage, vandalism and malicious mischief (or "all risk") insurance coverage on all of the Leased Premises including, without limitation, the buildings, improvements, alterations and additions which are a part thereof. Such property shall be insured on a full replacement cost basis and Tenant shall satisfy any and all co-insurance requirements. The amount of coverage provided under such policy shall be modified periodically so that the amount of such coverage is at all times not less than one hundred percent (100%) of replacement cost (without deduction for depreciation), including, without limitation, such added replacement costs as may result by reason of any change or changes in applicable ordinances or building codes. Such insurance shall satisfy any and all coinsurance requirements.

Section 11.5. Tenant's Required Insurance. Tenant will throughout the Term (and any other period when Tenant is in possession of the Leased Premises) carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, in the amounts specified with deductible amounts reasonably satisfactory to Landlord and naming Landlord as an additional insured (with the exception of Workers' Compensation):

(a) Commercial General Liability Insurance. Commercial general liability ("CGL") insurance covering claims arising from personal injury, death and property damage occurring in or about the Leased Premises, with minimum limits of $1,000,000 per occurrence and $2,000,000 general aggregate. The CGL policy shall include contractual liability coverage.

(b) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance with a limit of not less than $1,000,000 per occurrence for bodily injury, $500,000 per person and $100,000 property damage or a combined single limit of $1,000,000 for both owned and non-owned vehicles.

(c) Umbrella Coverage. Tenant shall also carry and maintain umbrella coverage with a limit of not less than $2,000,000 per occurrence.

(d) Property Insurance. Insurance of personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements and betterments made by Tenant on a replacement cost basis, with coverage equal to not less than ninety percent (90%) of the full replacement value of all insured property. In the event any casualty occurs, Tenant agrees to pay the difference between the insurance coverage required to be maintained by this subparagraph 11.1(d) and an insurance policy offering coverage of one hundred percent (100%) of the full replacement value of the insured property.

(e) Workers' Compensation. Workers' compensation insurance covering all employees of Tenant, in a manner and at coverage limits required by the laws of the State of Florida, and employers' liability coverage for bodily injury by disease per employee for bodily injury by disease policy limit.

(f) The phrase "Required Policy" shall mean the policies of insurance required to be maintained by Tenant under the terms of this Lease. Each Required Policy shall be written by a company reasonably satisfactory to Landlord. Each Required Policy shall name Landlord and/or its designee(s) as loss payee; shall be primary and non-contributory from any other policy of insurance available to Landlord; and shall contain a waiver of subrogation provision in favor of Landlord. All Required Policies shall be endorsed so as to require thirty (30) days' prior written notice to Landlord, given in the manner set forth in Article XVIII hereof, in the event of cancellation, material change or intent not to renew. Each Required Policy (other than the worker's compensation policies) shall name Landlord as additional insured. Tenant agrees to deliver to Landlord and/or Landlord's designee a certificate of insurance, in form and substance acceptable to Landlord, evidencing the required coverage for any Required Policy simultaneous with the execution of this Lease. At all times during the Term (and prior thereto as applicable), Tenant shall cause the required evidence of coverage on all Required Policies to be deposited with Landlord. If Tenant fails to obtain and maintain the insurance required under this Lease, such failure may be treated by Landlord as an Event of Default by Tenant, and, if Tenant does not cure such failure or nonconformity within five (5) days after written notice from Landlord, Landlord, in addition to any other remedy under this Lease, shall have the right (but not the obligation) to purchase and maintain such Required Policy for the account of Tenant, and if Landlord does so and gives notice thereof to Tenant, then Tenant shall be obligated to pay Landlord the amount of the premium and any other costs and expenses incurred by Landlord applicable to such required policy, together with interest thereon from the date incurred by Landlord until paid by Tenant at the rate specified in Section 4.4 of the Lease, within five (5) days following any such notice from Landlord. Any failure of Tenant to make such payment to Landlord may be treated by Landlord as an Event of Default by Tenant hereunder. The insurance required to be carried by Tenant pursuant to this Lease may be carried under policies of blanket insurance that may cover other liabilities and locations; provided, however, in all other respects, each of such policies shall comply with the provisions of this Lease.

Section 11.6. Intentionally deleted.

Section 11.7. Landlord's Liability. Landlord, and its agents, employees, representatives, and their respective shareholders, members, partners, affiliates and subsidiaries, and any directors, officers, employees, agents and contractors of any of the foregoing (collectively, the "Landlord Parties") shall not be liable for any damage to or loss to any person or merchandise, fixtures, inventory, equipment or other personal property placed in, on or about the Leased Premises by Tenant or others, resulting from fire, theft, explosion, flood, windstorm or other casualty caused by act of God, public enemy, injunction, riot, strike, insurrection, war, terrorism, court order, requisition, order of governmental body or authority, the operations during construction of any public or quasi-public work or for any damage or any cause beyond Landlord's control. All property kept or stored within the Leased Premises shall be kept or stored at the risk of Tenant only, and Tenant shall indemnify and hold Landlord Parties harmless from any claims arising out of damage to or loss or theft of the same, including subrogation claims by Tenant's insurer, if any, unless such damage shall be proximately caused solely by the gross negligence or willful misconduct of the Landlord.

Section 11.8. Sovereign Immunity. Notwithstanding any other provision set forth in this Lease, nothing contained in this Lease shall be construed as a waiver of Landlord's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the Landlord's potential liability under state or federal law. As such, Landlord shall not be liable under this Lease for punitive damages or interest for the period before judgment. Further, Landlord shall not be liable for any claim or judgment, or portion thereof, to any one person, or incident or occurrence, in excess of those sums provided by law. This Section shall survive termination of this Lease.

Section 11.9. Notice of Casualty or Defect. Tenant shall give immediate notice to Landlord in the event of fire or other accidents or casualties in, on or around the Leased Premises, and further, Tenant shall give immediate notice to Landlord of any defects in any of the fixtures or equipment located in, on or around the Leased Premises.

ARTICLE XII
Default, Remedies and Determination of Damages

Section 12.1. Event of Default. Each of the following acts or omissions of Tenant, or occurrences shall constitute an "Event of Default":

(a) Failure or refusal by Tenant to timely pay any sum of money when due hereunder following ten (10) days' written notice; or

(b) Failure or refusal by Tenant to timely perform or observe any other covenant, duty or obligation of Tenant under this Lease and such failure continues beyond the expiration of thirty (30) days following notice to Tenant of such Event of Default. However, in the event such other covenant, duty or obligation reasonably requires more than ~~ten~~thirty (~~10~~30) days for the curing thereof, such failure to cure shall not be deemed to be an "Event of Default" if Tenant shall have commenced the curing of such failure within such thirty (30) day period and having commenced such curing carries forward the curing thereof to completion with reasonable diligence for a reasonable period of time thereafter; or

(c) The entry of a decree or order for relief by a court having jurisdiction over Tenant or any guarantor of Tenant's obligations hereunder in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law which is not discharged within sixty (60) days, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Tenant or any guarantor of Tenant's obligations hereunder which is not discharged within sixty (60) days or for any substantial part of either of said parties' property, or ordering the winding up or liquidation of either of said parties' affairs;

(d) The commencement by Tenant or any guarantor of Tenant's obligations hereunder of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by either of said parties to the appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of any substantial part of the property of Tenant or any guarantor of Tenant's obligations hereunder, or to the taking possession of any such property by any such functionary or the making of any assignment for the benefit of creditors by either Tenant or any guarantor of Tenant's obligations hereunder, or the failure of Tenant or any guarantor of Tenant's obligations hereunder generally to pay its debts as such debts become due, or the taking of corporate action by any corporate Tenant or any corporate guarantor of Tenant's obligations hereunder in furtherance of any of the foregoing, provided that the Lease shall not be subject to termination provided that a Leasehold Mortgagee is performing the monetary obligations of Tenant.

(e) A default by the Tenant of a material term, covenant, warranty or undertaking of the Development Agreement, which is not cured after any required notice and/or cure period, including notice and cure periods provided in a Leasehold Mortgage.

(f) That certain easement agreement recorded in Deed Book 687, Page(s) 846-851, of Brevard County, Florida (the "Easement") is not terminated and the consent given to Tenant to operate the Tenant Improvements at the Leased Premises which is subject to the Easement is subsequently rescinded.

Section 12.2. Remedies. This Lease and the term and estate hereby granted and the demise hereby made are subject to the limitation that if and whenever any Event of Default shall occur, and after such notice, if any, as is provided in Section 12.1., Landlord may, at its option, in addition to all other rights and remedies given hereunder or by law or equity, subject to Exhibit B, do any one or more of the following:

(a) Terminate this Lease, upon which Tenant shall immediately surrender possession of the Leased Premises to Landlord, and in which event neither Landlord nor Tenant will have any further obligations hereunder, provided that no termination of this Lease shall terminate, extinguish or impair the rights of any Leasehold Mortgagee under this Lease or Exhibit B, or any provision hereof that by its terms survives termination;

(b) Enter upon and take possession of the Leased Premises and expel or remove Tenant and any other occupant therefrom, with or without having terminated the Lease;

(c) Landlord may retain the Security Deposit to the extent necessary to make good any arrears of Base Rent or Additional Rent and any other damage, injury, expense or liability caused to Landlord by such Event of Default pursuant to Section 4.5(a) above, and draw upon the Letter of Credit for any improvements not completed by Tenant as required to be made pursuant to Section 4.5(b) above;

(d) Exercise any other remedies as may be permitted under applicable law.

Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Leased Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant. To the extent of any inconsistency between this Lease and any statutory or common law, it is the agreement of the parties that, to the extent parties are permitted to contract otherwise, this Lease shall prevail. Tenant agrees that any re-entry by Landlord may be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings, as Landlord may elect, and Landlord shall not be liable in trespass or otherwise.

Section 12.3 Landlord's Right to Cure. If Tenant should fail to make any payment or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Leased Premises for such purpose), and thereupon Tenant shall be obligated to, and hereby agrees to pay Landlord, upon demand, all reasonable costs, expenses and disbursements incurred by Landlord in taking such remedial action together with interest on such sums from the date incurred by Landlord until the date paid by Tenant at the rate set forth in Section 4.4 of this Lease.

Section 12.4 Damages.

(a) In the event Landlord elects to terminate the Lease by reason of an Event of Default, then Tenant shall be liable for and shall pay to Landlord, as damages a sum of money equal to the total of (i) the cost of recovering the Leased Premises (including attorneys' fees and costs of suit), (ii) the cost of removing and storing any personal property, and (iii) any other sum of money and damages owed by Tenant to Landlord under this Lease.

(b) In the Event of Default and if Landlord elects to terminate Tenant's right to possession of the Leased Premises without terminating the Lease, Landlord may instead hold Tenant liable for all rent and other indebtedness accrued to the date of such termination, plus such rent and other indebtedness as would otherwise have been required to be paid by Tenant to Landlord during the period following termination of Tenant's right to possession of the Leased Premises measured from the date of such termination of possession by Landlord until the date which would have been the date of expiration of the Lease Term (had Landlord not elected to terminate Tenant's right to possession on account of such Event of Default) diminished by any net sums thereafter received by Landlord through reletting the Leased Premises during said period (after deducting expenses incurred by Landlord in connection with the same). Actions to collect amounts due by Tenant provided for in this paragraph of Section 12.4 may be brought from time to time by Landlord during the aforesaid period, on one or more occasions; and in no event shall Tenant be entitled to any excess of rent (or rent plus other sums) obtained by reletting over and above the rent herein reserved. Landlord has a duty to mitigate its damages pursuant to Section 12.7 of this Lease.

c. In case of an Event of Default, Tenant shall also be liable for and shall pay to Landlord, in addition to any sum provided to be paid above: customary broker's fees incurred by Landlord in connection with reletting the whole or any part of the Leased Premises; the costs of removing and storing Tenant's or other occupant's property; the costs of repairing improvements to the Leased Premises (but not remodeling or otherwise altering the same), and all reasonable expenses incurred by Landlord in enforcing Landlord's remedies.

Section 12.5. Notice of Default to Landlord. In the event of any default of this Lease by Landlord, Tenant's exclusive remedy shall be an action for damages and/or an action for injunctive relief (Tenant hereby waiving the benefit of any laws granting it the right to terminate this Lease, or any right to a lien upon the property of Landlord and/or upon rental due Landlord), but prior to Tenant bringing any action against Landlord, Tenant will give Landlord written notice specifying Landlord's default with particularity, and Landlord shall thereupon have a period of thirty (30) days (or as soon as reasonably practical thereafter following diligent efforts by Landlord), in which to commence to cure any such default. Unless and until Landlord fails so to commence to cure any default after such notice or having so commenced thereafter fails to exercise reasonable diligence to complete such curing, Tenant shall not have any remedy or cause of action by reason thereof.

Section 12.6. Attorney's Fees. If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Lease, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Lease, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

Section 12.7. Landlord's Duty to Mitigate Damages.

(a) Landlord shall have a duty to mitigate damages under this Lease. In furtherance thereof, Landlord shall use commercially reasonable efforts to relet the Leased Premises on such terms and conditions as Landlord in its good faith judgment may determine (including without limitation a term different than the Term, rental concessions, alterations and repair of the Leased Premises) and Tenant agrees that Landlord shall not be liable, nor shall Tenant's obligations hereunder be diminished, because of Landlord's failure to actually relet the Leased Premises or collect rent due with respect to such reletting so long as Landlord has fulfilled its duty to make a "reasonable attempt" to relet. In no event shall Tenant be

entitled to any rents received by Landlord. Notwithstanding the foregoing, Landlord and Tenant hereby recognize that the Tenant's Permitted Use is unique, and it may be unlikely that the Landlord will be able to re-let the Leased Premises without removing the Tenant Improvements.

(b) Landlord and Tenant agree that Landlord shall be conclusively deemed to have made a "reasonable attempt" to relet the Leased Premises by doing the following: (i) posting a "For Lease" sign on the Leased Premises, (ii) advising Landlord's leasing staff (if any) of the availability of the Leased Premises; and (iii) advising at least one commercial brokerage entity familiar with the market in which the Leased Premises is located of the availability of the Leased Premises. In any proceeding in which Landlord's compliance with this Section is at issue, Landlord shall be presumed to have used its reasonable efforts to relet the Leased Premises and Tenant shall bear the burden of proof to establish that such reasonable efforts were not used.

(c) Landlord shall not in any event be required to give any preference or priority to the leasing of the Leased Premises over any other space that Landlord may have available. Landlord shall not be required to: (i) take any instruction or advice given by Tenant regarding reletting the Leased Premises; (ii) accept any proposed tenant unless such tenant has a creditworthiness acceptable to Landlord in its sole discretion; (iii) accept any proposed tenant unless such tenant leases the entire Leased Premises upon terms and conditions satisfactory to Landlord in its sole discretion (after giving consideration to all expenditures by Landlord for tenant improvements, broker's commissions and other leasing costs); or (iv) consent to any assignment or sublease for a period which extends beyond the expiration of the current Lease Term or which Landlord would not otherwise be required to consent to under the provisions of this Lease.

(d) If Landlord receives any payments from the reletting of the Leased Premises, any such payments shall first be applied to any costs or expenses incurred by Landlord as a result of Tenant's Event of Default under the Lease, including but not limited to brokerage fees, attorney fees, and construction expenses relating to reletting the Leased Premises.

ARTICLE XIII
No Waiver

Section 13.1. No Waiver. Neither Landlord's acceptance of rent or any other sums payable by Tenant hereunder (or any portion thereof), nor failure by Landlord or Tenant to complain of any action, nonaction or default of the other shall constitute a waiver as to any breach of any covenant or condition contained herein nor a waiver of any of Landlord's or Tenant's rights hereunder. Waiver by Landlord or Tenant of any right for any default of the other shall not constitute a waiver of any right for either a prior or subsequent default of the same obligation or for any prior or subsequent default of any other obligation. No right or remedy of Landlord or Tenant hereunder or covenant, duty or obligation hereunder shall be deemed waived unless such waiver be in writing and signed by the party against whom the waiver is sought to be enforced.

ARTICLE XIV
Landlord Tenant Relation

Section 14.1. Landlord and Tenant Relationship. The relation created by this Lease is that of landlord and tenant. No provision of this Lease shall be construed in such a way as to make Landlord and Tenant joint venturers or partners or to make Tenant the agent of Landlord or to make Landlord liable for the debts of Tenant.

ARTICLE XV
Eminent Domain

Section 15.1. Notice of Taking. For purposes of this Lease, the term "Taking" shall mean any taking of the title to, access to, or use of the Leased Premises or any portion thereof by any Governmental Authority or any conveyance under the threat thereof, for any public, quasi-public, or private use or purpose. A Taking may be total or partial, permanent or temporary. Upon receipt by either the Landlord or the Tenant of any notice of Taking, or the institution of any proceedings for Taking the Leased Premises, or any portion thereof, the party receiving such notice shall promptly give notice thereof to the other, and such other party may also appear in such proceeding and may be represented by an attorney.

Section 15.2 Total Taking. In the event of a permanent Taking by a governmental entity, other than the Landlord, of the fee simple interest or title of the Leased Premises, or control of the entire leasehold estate hereunder (a "Total Taking"), the Award (as defined below), subject to the terms of any Leasehold Mortgage, shall be distributed in accordance with Section 15.4 of this Lease. In the event of a Total Taking, this Lease shall thereupon terminate as of the effective date of such Total Taking, without liability or further recourse to the parties, provided that any and all obligations of Tenant under this Lease as of the date of the Total Taking have been fully and completely complied with by Tenant as of the date of said Total Taking, otherwise Tenant hereby agrees that an appropriate amount of its portion of the Award (as defined herein) shall be paid to Landlord for the underlying land of the Leased Premises. Tenant's share of any award or payment (including the value of the leasehold estate and the Tenant Improvements) shall be paid directly to the Leasehold Mortgagee for application as provided in the Leasehold Mortgage and the Leasehold Mortgagee shall be a party in interest in any such proceeding and no settlement shall be made without its consent.

Section 15.3. Material Partial Taking. If, in the event of a partial Taking of less than the entire Leased Premises, the remaining portion of the Leased Premises not so taken cannot be adequately restored, repaired or reconstructed so as to reasonably constitute a complete architectural unit of substantially the same usefulness, design, construction, and commercial feasibility of the Tenant Improvements existing for the Tenant's Permitted Use, as immediately before such Taking (a "Material Partial Taking"), then Tenant shall have the right, to be exercised by written notice to Landlord within one hundred twenty (120) days after the date of Taking, to terminate this Lease on a date to be specified in said notice, which date shall not be earlier than the date of such Taking and shall be no later than one hundred eighty (180) days after the date of such Taking, in which case Tenant shall pay and shall satisfy all Base Rent and Additional Rent due and accrued hereunder up to the date of such termination and shall perform all of the obligations of Tenant hereunder to such date, and thereupon this Lease and the term herein Leased shall cease and terminate. For purposes of clarification, the Tenant may elect to terminate the Lease on the date of the Material Partial Taking or may elect to terminate the Lease after the date of Taking per the time periods set forth above.

Section 15.4 Award. The full amount of any award whether *pro tanto* or final for any Taking (the "Award"), shall, notwithstanding any allocation made by the awarding authority, be paid and allocated as set forth below, provided that there shall first be deducted from the Award the following, in the order stated: (1) all reasonable fees and expenses of collection, including reasonable attorneys' fees and experts' fees, which shall be paid to the party which has paid such fees and expenses and/or undertaken such work, (2) any unpaid fees or expense due to the Landlord, or due to a third-party, which Landlord will be ultimately responsible for, and (3) with respect to the balance of such Award, Landlord and Tenant shall be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, with consideration given to the fact that the Landlord's interest in the Leased Premises is not limited to the Land encumbered by this Lease, but also the reversionary interest in the Leased Premises upon expiration of the Term in accordance with the terms hereof. Nothing contained herein shall be deemed to restrict or prohibit Tenant from making a separate claim against the condemning authority for moving expenses, loss of business, and any other awards to which it may be entitled separately from any award due to Landlord as long as such award to Tenant does

not diminish Landlord's award. Tenant and Landlord agree to coordinate in good faith regarding any efforts to pursue claims against any condemning authority pursuant to this Article 15.

ARTICLE XVI
Holding Over

Section 16.1. Holdover Tenancy. If Tenant remains in possession of the Leased Premises after expiration of the Initial Lease Term or any Renewal Term without Landlord's written consent and without any express agreement between Landlord and Tenant on an extension of the Term, Tenant shall be a tenant at sufferance as provided in §83.04, Florida Statutes, and such tenancy shall be subject to the provisions thereof, except that base rent during the holdover period shall be one hundred fifty percent (150%) of the Base Rent and any Additional Rent in effect during the final month of the Initial Lease Term or any Renewal Term as the case may be, for the first thirty (30) days and two hundred percent (200%) of the Base Rent and any Additional Rent in effect during the final month of the Initial Lease Term or Renewal Term for any period of time thereafter. In addition to and not limiting any other rights or remedies which Landlord may have on account of Tenant holding over without written consent of Landlord, Tenant shall be liable for any and all direct and consequential damages incurred by Landlord on account of such unapproved holding over including claims by tenants entitled to future possession. Nothing in this paragraph shall be construed as the consent of Landlord to Tenant's possession of the Leased Premises after the expiration of the Initial Lease Term or any Renewal Term.

ARTICLE XVII
Landlord's Mortgagee

Section 17.1. Subordination. Tenant agrees that its interest under this Lease shall be subordinate to any mortgage, deed of trust or similar agreement hereafter placed upon the Leased Premises by Landlord if the mortgagee or beneficiary under said deed of trust or lender for whose benefit any other security agreement is created so elects, provided that so long as Tenant is not in default under the terms of this Lease said mortgagee or beneficiary will not disturb the tenancy created herein, and, upon notice to Tenant of such election, Tenant will execute any instruments required to evidence such subordination. Likewise, such mortgagee or beneficiary under said deed of trust or lender for whose benefit any other security agreement is created may elect, by notice to Tenant, to make this Lease superior to such mortgage or deed of trust or other security agreement; and in the event of any such election, Tenant will execute any instruments required to evidence such superiority.

Section 17.2. Landlord's ~~Mortgagee~~Mortgage. For purposes of this Article, the term "Landlord's Mortgagee" means any party holding a mortgage or deed of trust on the Leased Premises who has given Tenant written notice that such party holds such lien or deed of trust together with notice of the address of such Landlord's Mortgagee. A lien held by a Landlord's Mortgagee on the Leased Premises of which Tenant has been given written notice is herein referred to as a ~~"~~"Landlord's Mortgage~~"~~."

Section 17.3. Required Notices. If the Leased Premises are at any time during the Term subject to a Landlord's Mortgage then, in any instance in which Tenant gives notice to Landlord alleging default by Landlord in performance of any covenant or obligation under this Lease, Tenant will also simultaneously give a copy of such notice to Landlord's Mortgagee (at the address as to which such Landlord's Mortgagee shall have given Tenant notice pursuant to Section 18.1) and the Landlord's Mortgagee shall have the right (but not the obligation) to cure or remedy such default of Landlord during the same time that is permitted to Landlord hereunder for the remedying or curing of such default; and Tenant will accept such curative or remedial action taken by a Landlord's Mortgagee with the same effect as if such action had been taken by Landlord, and Tenant shall not seek damages from Landlord or any other relief by reason of any such default of Landlord if Landlord's Mortgagee shall have cured or remedied such default within the time allowed

herein.

Section 17.4. Consent of Mortgagee. Landlord and Tenant each covenant and agree that so long as there is in effect any collateral assignment of Landlord's rights under this Lease to any Landlord's Mortgagee, none of the following actions shall be taken without the prior written consent of Landlord's Mortgagee in each instance:

(a) This Lease will not be modified, altered or amended in any way (except as may be permitted in any Landlord's Mortgage);

(b) Landlord and Tenant will not agree to a cancellation of this Lease, nor will Tenant surrender its rights hereunder to Landlord (except in instances wherein the right to do so is expressly granted to Tenant under the other terms and provisions of this Lease);

(c) Landlord will not convey its fee interest in the Leased Premises to Tenant in a manner which will result in merger, nor take any other action which would result in merger, of Landlord's estate in the Leased Premises with Tenant's leasehold under this Lease, unless, at the time of such conveyance, Tenant assumes in writing any unpaid balance owing and to become owing to any Landlord's Mortgagee which is secured by a collateral assignment of this Lease; but this does not prohibit an assignment of Landlord's estate to Tenant by assignment specifically made subject to this Lease; and

(d) Tenant will not prepay, and Landlord will not accept prepayment of any installment or payment of rent more than thirty (30) days in advance of the due date thereof.

Section 17.5. Estoppel Certificate. Tenant shall execute and deliver to Landlord, at such time or times as either Landlord may request, a certificate stating:

(a) Whether or not the Lease is in full force and effect;

(b) Whether or not the Lease has been modified or amended in any respect, and submitting copies of such modifications or amendments, if any;

(c) Whether or not there are any existing defaults under this Lease to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any; and

(d) Such other information as may be reasonably requested.

The aforesaid certificate(s) shall be delivered to Landlord promptly upon receipt of a written request therefor, but in no event more than ten (10) days following receipt of such request.

Section 17.6. Lease Subject to Matters of Record. This Lease is made by Landlord and accepted by Tenant subject to any and all matters of record affecting the Leased Premises.

ARTICLE XVIII
Notices

Section 18.1. Notices. All notices, requests, consents and other communications required or permitted under this Lease shall be in writing (including e-mailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, sent by reputable overnight delivery service, or e-mailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by notice

complying with the terms of this Section.

Notices to Landlord shall be addressed as follows:

Canaveral Port Authority
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920
Attn: ~~Port~~ Director~~ and C.E.O.~~, Real Estate
Phone: (321) ~~783-7831 ext. 233~~394-3260
E-Mail: ~~jmurray@portcanaveral.com~~REDept@portcanaveral.com

With a copy to:

Canaveral Port Authority
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920
Attn: Vice President and General Counsel
Phone: (321) 783-7831 ext. 407
E-Mail: clangley@portcanaveral.com
~~With a copy to:~~
~~Baker & Hostetler LLP~~
~~200 S. Orange Avenue, Suite 2300~~
~~Orlando, FL 32801~~
~~Attn: Gregory D. Lee, Esq.~~
~~Phone: (407) 649-4000~~
~~E-Mail: glee@bakerlaw.com~~

Notices to Tenant shall be addressed as follows:

East Coast Zoological Society of Florida
c/o Brevard Zoo
8225 North Wickham Road
Melbourne, Florida 32940
Attn.: Keith Winsten
Phone: (321) 254-9453 ext 223
E-Mail: KWinsten@brevardzoo.org

With a copy to:

East Coast Zoological Society of Florida
c/o Brevard Zoo
8225 North Wickham Road
Melbourne, Florida 32940
Attn.: J. Brangan
Phone: (321) 254-9453
E-Mail: jbrangan@brevardzoo.org.

With a copy to:

Spira, Beadle & McGarrell PA
5205 Babcock St. NE
Palm Bay, Florida 32905
Attn: James Patrick Beadle, Esq.
Phone: (321) 725-5000
Email:jim@sbmlawyersbrevard.com

With a copy to:

Foley & Lardner LLP
301 East Pine Street, Suite 1200
Orlando, Florida 32801
Attn: Michael A. Okaty, Esq.
Phone: (407) 244-3229
Email: mokaty@foley.com

Each such notice shall be deemed delivered (i) on the date of delivered if by personal delivery or by receipted overnight delivery service; (ii) on the date of e-mail transmission if by e-mail, provided that a copy is sent via a receipted overnight delivery service for delivery the following day; and (iii) if the notice is mailed, on the earlier of: (a) the date upon which the return receipt is signed; (b) the date upon which delivery is refused; (c) the date upon which notice is designated by the postal authorities as not delivered; or (d) the third business day after mailing.

Notwithstanding the foregoing, service by personal delivery delivered, or by e-mail sent, after 5:00 p.m. Eastern Time shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday. If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subsection. If the above provisions require notice to be delivered to more than one person (including a copy), the notice shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.

ARTICLE XIX
Terminology and Miscellaneous

Section 19.1. General Terminology. Any term not defined herein shall have the meaning set forth in the Development Agreement. With respect to terminology in this Lease, each number (singular or plural) shall include all numbers, and each gender (male, female or neuter) shall include all genders. If any provision of this Lease shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of the Lease, but such other provisions shall continue in full force and effect. The titles of the Articles in this Lease shall have no effect and shall neither limit nor amplify the provisions of the Lease itself. This Lease shall be binding upon and shall accrue to the benefit of Landlord, its successors and assigns, and Tenant, its successors and assigns (or heirs, executors, administrators and assigns, as the case may be). The words "hereof," "herein," "hereunder," "hereinafter" and the like refer to this entire instrument, not just to the specific article, section or paragraph in which such words appear.

Section 19.2. Time of the Essence. In all instances where either Landlord or Tenant is required hereunder to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood that time is of the essence.

Section 19.3. Independent Covenants. The obligation of Tenant to pay all rent and other sums hereunder provided to be paid by Tenant and the obligation of Tenant to perform Tenant's other covenants and duties hereunder constitute independent, unconditional obligations to be performed at all times provided for hereunder, save and except only when an abatement thereof or reduction therein is hereinabove expressly provided for and not otherwise. Tenant waives and relinquishes all rights which Tenant might have to claim any nature of lien against or withhold or deduct from or setoff against any rent and other sums provided hereunder to be paid Landlord by Tenant. Tenant waives and relinquishes any right to assert, either as a claim or as a defense that Landlord is bound to perform or is liable for the nonperformance of any implied covenant or implied duty of Landlord not expressly herein set forth.

Section 19.4. Limitation of Liability. Under no circumstances whatsoever shall either Landlord or Tenant ever be liable hereunder for consequential damages or special damages. The term "Landlord" shall mean only the owner of the Leased Premises. In no event shall Tenant have the right to terminate or rescind this Lease as a result of Landlord's default as to any covenant or agreement contained in this Lease or as a result of the breach of any promise or inducement hereof, whether in this Lease or elsewhere except as otherwise expressly provided for in this Lease. Tenant hereby waives such remedies of termination and rescission and hereby agrees that Tenant's sole remedy for default hereunder and for breach of any promise or inducement shall be limited to a suit for direct and proximate damages and Landlord's liability therefor shall be limited as described in this Section 19.4.

Section 19.5. Place of Performance. All obligations of Landlord and Tenant (including, without limitation, any monetary obligation of Landlord or Tenant for damages for any breach of the respective covenants, duties or obligations of Landlord or Tenant hereunder) are performable exclusively in Brevard County, Florida.

Section 19.6. Brokers. Tenant and Landlord each warrant that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, and that it knows of no other real estate broker(s) or agent(s) who is(are) or might be entitled to a commission in connection with this Lease.

Section 19.7. Memorandum of Lease. A Memorandum of Lease, in the form attached hereto as **Exhibit "F"**, shall be placed of record referencing the existence of this Agreement by the Landlord. Tenant shall not record this Lease without the prior written consent of the Landlord; provided that should Landlord fail to record the Memorandum of Lease, then Tenant shall be entitled to do so. Any such recording of the lease without Landlord's prior written consent shall be an Event of Default hereunder.

Section 19.8. Entire Agreement. This instrument and the attached exhibits, and the Development Agreement, a copy of which is attached hereto as **Exhibit "E"** and made a part hereof by this reference, constitute the entire agreement between Landlord and Tenant with respect to the lease of the Leased Premises; no prior written or prior or contemporaneous oral promises or representations shall be binding. In the event of any conflict between the terms of any exhibit and the terms within the body of this instrument, the terms contained in the body of this instrument shall control, but only to the extent of such conflict. The submission of this Lease for examination by Tenant and/or execution thereof by Tenant does not constitute a reservation of, option, or offer for the Leased Premises and this Lease shall become effective only upon execution of all parties hereto and delivery of a fully executed counterpart hereof by Landlord to Tenant. This Lease shall not be amended, changed or extended except by written instrument signed by both parties hereto.

Section 19.9. Waiver of Jury Trial. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, 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, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILITY AND IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A 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. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

Section 19.10 Calculation of Time Periods. Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a Saturday, Sunday or legal holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day.

Section 19.11 Consent. Except as may be otherwise herein expressly provided, in all circumstances under this Lease where prior consent or permission of Landlord is required, the matter of whether to grant such consent or permission shall be within the sole and exclusive judgment and discretion of Landlord; and it shall not constitute any nature of breach by Landlord or any defense to the performance of any covenant, duty or obligation of Tenant that Landlord delayed or withheld the granting of such consent or permission, whether or not the delay or withholding of such consent or permission was prudent or reasonable or based on good cause.

Section 19.12 Survival. Landlord and Tenant expressly agree that all provisions of this Lease which contemplate performance after the expiration of the Term or earlier termination hereof and all of Tenant's indemnities and covenants set forth in this Lease shall survive such expiration of the Term or earlier termination of this Lease.

Section 19.13 Governing Laws. This Lease, and all rights and duties arising hereunder, shall be governed by and construed and interpreted in accordance with Florida laws.

Section 19.14 Severability. If any provision, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each provision, covenant or condition of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

Section 19.15 Counterparts; Copies**.** This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which shall together constitute one and the same instrument. Additionally, signed pdfs shall have the same force and effect as a signed original, and, in lieu of an original, any party hereto may use a photocopy of this Lease in any action or proceeding brought to enforce or interpret any of the provisions contained herein.

Section 19.16 Injunction. Landlord or Tenant may restrain or enjoin any breach or threatened breach of any covenant, duty or obligation of Tenant or Landlord herein contained without the necessity of

proving the inadequacy of any legal remedy or irreparable harm. The remedies of Landlord and Tenant hereunder shall be deemed cumulative and no remedy of Landlord or Tenant, whether exercised by Landlord or Tenant, or not, shall be deemed to be in exclusion of any other.

Section 19.17 Scope of Indemnities and Waivers. All indemnities, waivers and obligations to defend in this Lease are independent of, and will not be limited by, each other or any insurance obligations in this Lease or damages or benefits payable under workers compensation or other employee benefit laws and will survive the expiration of the Term or earlier termination of this Lease until all damages, losses, injuries, penalties, disbursements, costs, expenses, demands, lawsuits, proceedings, litigation, causes of action (whether in contract, tort or other theory of liability, in law, equity or otherwise) and judgments against all persons and entities intended to be the beneficiary of a party's indemnity, waiver or obligation to defend are fully and finally barred by law.

Section 19.18 Storage of Property Upon Termination of Lease. Any and all property which may be removed from the Leased Premises by Landlord at the termination of the Lease, pursuant to the authority of this Lease or of any law, to which Tenant is or may be entitled, may be handled, removed and stored, as the case may be, by or at the direction of Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, within ten (10) days of Landlord's demand, any and all expenses incurred in such removal and all storage charges against such property. If any property not belonging to Landlord remains at the Leased Premises after the expiration of the Term or earlier termination of this Lease, Tenant hereby authorizes Landlord to make such disposition of such property as Landlord may desire (including retaining all or any portion thereof without being liable for payment or credit to Tenant or any other person or entity therefor) without liability for compensation or damages to Tenant in the event that such property is the property of Tenant, and in the event that such property is the property of someone other than Tenant, Tenant agrees to indemnify and hold Landlord harmless from all suits, actions, liability, loss, damages, and expenses in connection with or incident to any removal, exercise or dominion over, and/or disposition of such property by Landlord.

Section 19.19 Approval. Tenant hereby recognizes this Lease must be approved by the Port Canaveral Port Authority Board of Commission in accordance with its charter.

Section 19.20 Easements. Landlord hereby reserves all existing easements encumbering the Leased Premises as of the Effective Date hereof for itself and its successors and/or assigns and further reserves drainage easements for stormwater in favor of itself and the future tenants of the Future Development Area.

Section 19.21 Quiet Enjoyment. Upon the observance and performance by Tenant of all of the covenants, terms and conditions on Tenant's part to be observed and performed in this Lease, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to all of the other terms and conditions of this Lease.

Section ~~19.21~~19.22 Capitalized Terms. Any capitalized terms not defined herein shall have the meaning given to them in the Development Agreement.

[this space intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the ____ day of _____, 2026.

~~Signed in the presence of:~~

_____

~~Printed Name:~~_____

_____

~~Printed Name:~~_____

THE CANAVERAL PORT AUTHORITY, by its Board of Commissioners

By _____

_____, Chairman

Date: _____

Attest: _____

Secretary

EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA, a Florida not for profit corporation,

_____

~~Printed Name:~~_____

_____

~~Printed Name:~~_____

By _____

_____, President

Date: _____

~~4916-4925-3052.1~~4916-4925-3052.6

EXHIBIT A

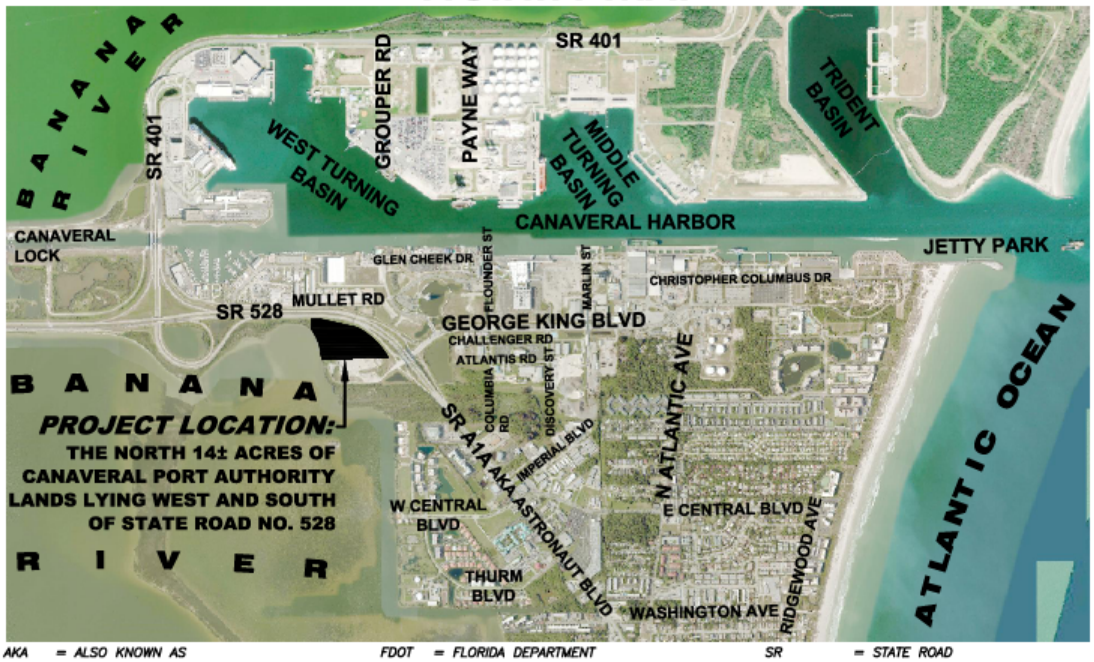
(Description of the Property)

~~[To be inserted]~~

GRAPHIC SCALE
0 1250 2500
(IN FEET)
1 INCH = 2500 FEET

CANAVERAL PORT AUTHORITY
SKETCH OF LEGAL DESCRIPTION
EXHIBIT "A"
SECTION 15, TOWNSHIP 24 SOUTH, RANGE 37 EAST
BREVARD COUNTY, FLORIDA
VICINITY MAP

N W E S



AKA	= ALSO KNOWN AS	FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION	SR	= STATE ROAD
(C)	= CALCULATED			SUL	= SAFE UPLAND LINE
(M)	= MEASURED	L.A.	= LIMITED ACCESS	TYP.	= TYPICAL
(R)	= RECORD	LB	= LICENSED BUSINESS	L#	= LINE NUMBER
N.	= NORTH, OR NORTHING	NAVD88	= NORTH AMERICAN VERTICAL DATUM OF 1988	NXX°XX'XX"E	= BEARING
S.	= SOUTH	P.B.	= PLAT BOOK	°	= DEGREES
E.	= EAST, OR EASTING	PLS	= PROFESSIONAL LAND SURVEYOR	'	= MINUTES OR FEET
W.	= WEST	POB	= POINT-OF-BEGINNING	"	= SECONDS OR INCHES
ORB	= OFFICIAL RECORDS BOOK	POC	= POINT-OF-COMMENCEMENT	AC.	= ACRES
PG.	= PAGE	R/W	= RIGHT-OF-WAY	SF	= SQUARE FEET
				IP	= IRON PIPE
				IR	= IRON ROD
				IRC	= IRON ROD & CAP
				NTS	= NOT TO SCALE
				■	= CONCRETE MONUMENT FOUND
				●	= IRON ROD & CAP FOUND
				○	= IRON MARKER SET
				▲	= NAIL & DISK FOUND
				△	= NAIL & DISK SET

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PREPARED FOR AND CERTIFIED TO:
1) EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA, INC.
2) CANAVERAL PORT AUTHORITY

BREVARD ZOO

SKETCH OF LEGAL DESCRIPTION ONLY.
NOT A BOUNDARY SURVEY.

PORT CANAVERAL

SHEET 1 OF 5 NOT VALID WITHOUT SHEETS 1 THROUGH 5

DRAWN: J. HUSSEY	CHD.BY: CSB	PROJECT: 2021-100	REV NO.: 1

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

Christopher S. Bowers, PSM 5990

Digitally signed by Christopher S. Bowers, PSM 5990
Date: 2022.08.17 12:25:13 -04'00'

CHRISTOPHER S. BOWERS P.S.M.

SIGNING DATE: 8/17/2022 FLA. CERT. NO. 5990

MORGAN & Associates
Consulting Engineers, Inc.
504 N Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089 - LB 7040

~~4916-4925-3052.1~~4916-4925-3052.6

CANAVERAL PORT AUTHORITY SKETCH OF LEGAL DESCRIPTION
EXHIBIT "A"
SECTION 15, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA

SURVEYOR'S NOTES

1. THIS IS A SKETCH OF LEGAL DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.

2. BEARINGS HEREON ARE REFERRED TO AN ASSUMED VALUE OF N38°01'54"W FOR THE BASELINE OF SURVEY (AND THE EXTENSION THEREOF) OF "STATE ROAD 528, LINE A". THE END BASELINE SURVEY, FOR STATE ROAD 528, LINE A, (STATION 821+62.90) WAS HELD FOR POSITION, AND THE POINT OF INTERSECTION OF CURVE NO. 7 (STATION 809+52.68) WAS HELD FOR ROTATION. SAID BEARING IS IDENTICAL TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT OF WAY MAP, SECTION NO. 70080, F.P. NO. 430202-3. STATIONING DEPICTED ON THIS SKETCH REFLECTS THE RECORD VALUES WITHIN SAID RIGHT OF WAY MAP.

3. NORTHINGS & EASTINGS SHOWN HEREON ARE REFERRED IN U.S. SURVEY FEET TO FLORIDA'S STATE PLANE COORDINATE SYSTEM, EAST ZONE 901, NORTH AMERICAN DATUM OF 1983 (NAD83).

4. ELEVATIONS SHOWN HEREON ARE REFERENCED IN FEET TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, AND WERE DERIVED BY PERFORMING A CLOSED CONVENTIONAL LEVEL LOOP USING NATIONAL GEODETIC SURVEY (NGS) BENCHMARK "T 648", PID NO. DK6636, AS THE SOURCE. SAID BENCHMARK IS A BRASS DISK, STAMPED: "T 648 2006", HAVING AN ELEVATION OF 2.57' (NAVD88).

5. ONLY OPEN AND NOTORIOUS EVIDENCE OF EASEMENTS AND RIGHT-OF-WAY ARE LOCATED AND SHOWN HEREON. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, OR OTHER LIMITATIONS, EITHER RECORDED OR IMPLIED. NO OPINION OF TITLE OR OWNERSHIP IS HEREBY EXPRESSED OR IMPLIED BY THE SURVEYOR. EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON ONLY INCLUDE THOSE PROVIDED TO THE SURVEYOR. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

6. THE SAFE UPLAND LINE DEPICTED HEREIN WAS LOCATED IN THE FIELD ON 1/24/2022, AT APPROXIMATELY 11:00 AM. THE SAFE UPLAND LINE ELEVATION OF (-0.30') NAVD88 FOR THE SUBJECT PROPERTY WAS DETERMINED AND PROVIDED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) IN A REQUEST FOR APPROXIMATE TIDAL DATUM ELEVATIONS, AS SIGNED BY W. LAMAR EVERS ON 11/3/2021.

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PREPARED FOR AND CERTIFIED TO:
1) EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA, INC.
2) CANAVERAL PORT AUTHORITY

BREVARD ZOO

SKETCH OF LEGAL DESCRIPTION ONLY.
NOT A BOUNDARY SURVEY.

PORT CANAVERAL

SHEET 2 OF 5 NOT VALID WITHOUT SHEETS 1 THROUGH 5

DRAWN: J. HUSSEY	CHD.BY: CSB	PROJECT: 2021-100	REV NO.: 1

ALL OF THE RECORDING INFORMATION CONTAINED HEREIN REFERS TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, UNLESS OTHERWISE INDICATED. ANY REFERENCE HEREIN TO A BOOK AND PAGE OR INSTRUMENT NUMBER IS A REFERENCE TO THE OFFICIAL RECORD BOOKS OF SAID COUNTY, UNLESS INDICATED TO THE CONTRARY.

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

CHRISTOPHER S. BOWERS P.S.M.

SIGNING DATE: 8/17/2022 FLA. CERT. NO. 5990

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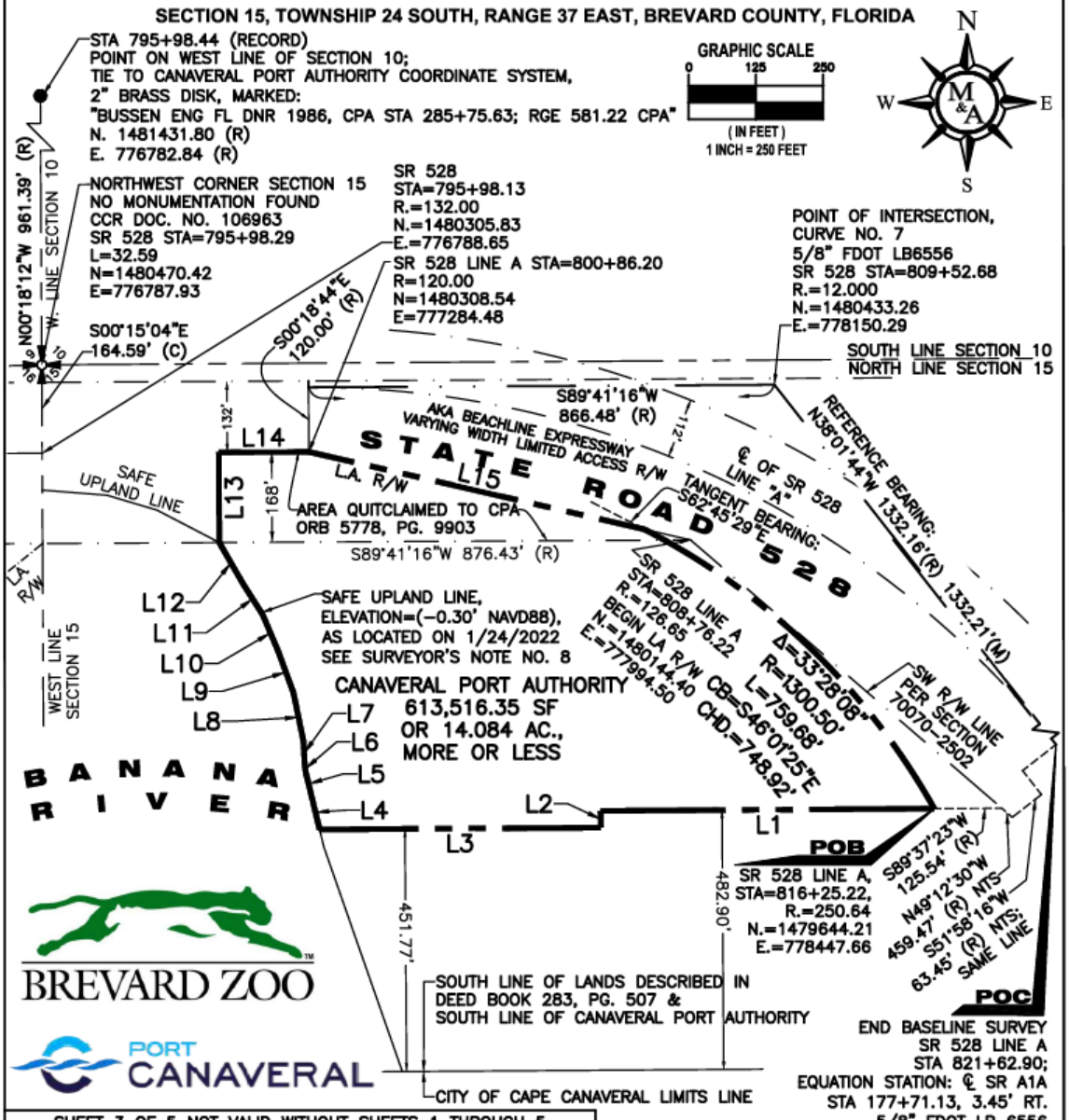
Phone (321) 751-6088 Fax (321) 751-6089 - LB 7040

CANAVERAL PORT AUTHORITY SKETCH OF LEGAL DESCRIPTION EXHIBIT "A"

SECTION 15, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA



SHEET 3 OF 5 NOT VALID WITHOUT SHEETS 1 THROUGH 5			
DRAWN: J. HUSSEY	CHD.BY: CSB	PROJECT: 2021-100	REV NO.: 1

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CHRISTOPHER S. BOWERS P.S.M.

SIGNING DATE: 8/17/2022 FLA. CERT. NO. 5990

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CANAVERAL PORT AUTHORITY
SKETCH OF LEGAL DESCRIPTION EXHIBIT "A"
SECTION 15, TOWNSHIP 24 SOUTH, RANGE 37 EAST
BREVARD COUNTY, FLORIDA

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S89°37'23"W	620.34'
L2	S00°22'37"E	31.13'
L3	S89°37'23"W	522.96'
L4	N13°36'28"W	65.84'
L5	N13°36'28"W	42.65'
L6	N08°51'58"W	14.81'
L7	N02°41'18"W	43.03'
L8	N11°35'46"W	93.06'
L9	N20°07'58"W	82.59'
L10	N22°59'33"W	74.23'
L11	N32°27'35"W	69.40'
L12	N29°51'19"W	86.96'
L13	N00°18'44"W	168.00'
L14	N89°41'16"E	167.31'
L15	S76°59'02"E	640.70'

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SHEET 4 OF 5 NOT VALID WITHOUT SHEETS 1 THROUGH 5

DRAWN: J. HUSSEY	CHD.BY: CSB	PROJECT: 2021-100	REV NO.: 1

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

CHRISTOPHER S. BOWERS P.S.M.

SIGNING DATE: 8/17/2022

FLA. CERT. NO. 5990

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504 N Harbor City Blvd. Melbourne, FL 32935
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CANAVERAL PORT AUTHORITY LEGAL DESCRIPTION EXHIBIT "A"

SECTION 15, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA

LEGAL DESCRIPTION (BY SURVEYOR)

A PARCEL OF LAND IN SECTION 15, TOWNSHIP 24 SOUTH, RANGE 37 EAST, CANAVERAL PORT AUTHORITY, BREVARD COUNTY, FLORIDA, LYING SOUTH AND WEST OF STATE ROAD 528, SAID ROAD ALSO BEING KNOWN AS BEACHLINE EXPRESSWAY, SAID ROAD ALSO BEING KNOWN AS STATE ROAD A1A, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE END OF THE BASELINE OF SURVEY OF STATE ROAD 528, LINE A, ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 70080, SAID POINT HAVING A STATION OF: 821+62.90 ACCORDING TO SAID RIGHT OF WAY MAP, SAID POINT HAVING A NORTHING OF 1479383.9500, AND AN EASTING OF 778971.0361, ACCORDING TO SAID RIGHT OF WAY MAP, SAID COORDINATE SYSTEM OF SAID POINT BEING IN U.S. SURVEY FEET PER FLORIDA'S STATE PLANE COORDINATE SYSTEM, EAST ZONE 901, NORTH AMERICAN DATUM OF 1983, AND RUN S51°58'16"W PERPENDICULAR TO SAID BASELINE OF SURVEY A DISTANCE OF 63.45 FEET TO A POINT LYING ON THE SOUTHWESTERLY RIGHT OF WAY OF STATE ROAD 528 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 70070–2502; THENCE RUN N49°12'30"W ALONG SAID SOUTHWESTERLY RIGHT OF WAY A DISTANCE OF 459.47 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY, RUN S89°37'23"W A DISTANCE OF 125.54 FEET TO A POINT HAVING A STATION OF 816+25.22, RANGE RIGHT 250.64 FEET, ACCORDING TO SAID STATE ROAD 528 LINE A, SAID POINT HAVING A NORTHING OF 1479644.21, AND AN EASTING OF 778447.66 ACCORDING TO THE AFORESAID COORDINATE SYSTEM, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

THENCE CONTINUE S89°37'23"W, 482.90 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LANDS DESCRIBED IN DEED BOOK 283, PAGE 507, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA (SAID SOUTH LINE ALSO BEING THE NORTH LIMITS OF THE CITY OF CAPE CANAVERAL, SAID SOUTH LINE ALSO BEING THE SOUTH LIMITS OF CANAVERAL PORT AUTHORITY) A DISTANCE OF 620.34 FEET; THENCE RUN S00°22'37"E A DISTANCE OF 31.13 FEET TO A POINT 451.77 FEET NORTH OF AND PARALLEL WITH THE SAID SOUTH LINE OF LANDS DESCRIBED IN DEED BOOK 283, PAGE 507, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S89°37'23"W A DISTANCE OF 522.96 FEET TO A POINT LYING ON THE SAFE UPLAND LINE OF THE BANANA RIVER; THENCE RUN THE FOLLOWING 9 COURSES ALONG SAID SAFE UPLAND LINE OF THE BANANA RIVER:

1: N13°36'28"W A DISTANCE OF 65.84 FEET; 2: N13°36'28"W A DISTANCE OF 42.65 FEET;
3: N08°51'58"W A DISTANCE OF 14.81 FEET; 4: N02°41'18"W A DISTANCE OF 43.03 FEET;
5: N11°35'46"W A DISTANCE OF 93.06 FEET; 6: N20°07'58"W A DISTANCE OF 82.59 FEET;
7: N22°59'33"W A DISTANCE OF 74.23 FEET; 8: N32°27'35"W A DISTANCE OF 69.40 FEET;
9: N29°51'19"W A DISTANCE OF 86.96 FEET;

THENCE DEPARTING SAID SAFE UPLAND LINE, RUN N00°18'44"W A DISTANCE OF 168.00 FEET TO A POINT LYING ON THE SOUTH LIMITED ACCESS RIGHT OF WAY OF STATE ROAD 528, ACCORDING TO AFOREMENTIONED RIGHT OF WAY MAP; THENCE RUN N89°41'16"E ALONG SAID SOUTH RIGHT OF WAY OF STATE ROAD 528 A DISTANCE OF 167.31 FEET TO A POINT OF INTERSECTION OF SAID SOUTH LIMITED ACCESS RIGHT OF WAY (SAID POINT HAVING A STATE ROAD 528 "LINE A" STATION OF 800+86.20, RANGE RIGHT 120.00 FEET, ACCORDING TO AFOREMENTIONED RIGHT OF WAY MAP, SAID POINT HAVING A NORTHING OF 1480308.54, AND AN EASTING OF 777284.48, ACCORDING TO AFOREMENTIONED COORDINATE SYSTEM); THENCE RUN S76°59'02"E ALONG THE SOUTHWESTERLY RIGHT OF WAY OF STATE ROAD 528 A DISTANCE OF 640.70 FEET TO AN INTERSECTION WITH A NON–TANGENT CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1300.50 FEET; THENCE FROM A TANGENT BEARING OF S62°45'29"E, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°28'08", AN ARC LENGTH OF 759.68 FEET (SAID ARC OF SAID CURVE SUBTENDED BY A CHORD BEARING OF S46°01'25"E, AND A CHORD LENGTH OF 748.92 FEET) TO THE POINT OF BEGINNING.

CONTAINING: 613,516.35 SQUARE FEET, OR 14.084 ACRES, MORE OR LESS.

SHEET 5 OF 5 NOT VALID WITHOUT SHEETS 1 THROUGH 5

DRAWN: J. HUSSEY	CHD.BY: CSB	PROJECT: 2021–100	REV NO.: 1

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CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

CHRISTOPHER S. BOWERS P.S.M.

SIGNING DATE: 8/17/2022 FLA. CERT. NO. 5990

MORGAN & Associates
Consulting Engineers, Inc.
504 N Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089 - LB 7040

EXHIBIT B

(Leasehold Mortgage Terms)

In the event the Tenant and its successors and assigns are given the right to mortgage its interest in this Lease by the Landlord pursuant to the provisions of Section 2.3 of the Lease, then so long as such mortgage shall remain in effect the following provisions shall apply, it being understood that in the event of any conflict between Exhibit B and the body of this Lease, Exhibit B shall control with respect to the rights of any Leasehold Mortgagee:

(A) Rights. A Leasehold Mortgagee shall have the absolute right to (i) assign its security interest; (ii) enforce its lien and acquire title to the leasehold estate by lawful means; (ii) take possession of the Leasehold Premises or appoint a receiver to take possession in the event of a default by Tenant under the Leasehold Mortgage and to perform the obligations of Tenant under the Lease; and (iv) acquire (or its designee acquire) the leasehold estate by foreclosure or by an assignment in lieu of foreclosure.

(~~A~~B) Notice of Default. If Tenant grants a Leasehold Mortgage, Tenant shall delivery a copy of the recorded Leasehold Mortgage to Landlord. Tenant shall also notify the Leasehold Mortgagee of the name and address of Landlord and shall notify Landlord of the name and address of the Leasehold Mortgagee so that the Landlord can provide notice to the Leasehold Mortgage of any notices of default under this Lease. Landlord, shall, upon serving any notice or notice of default hereunder to Tenant, simultaneously serve a copy of such notice upon any Leasehold Mortgagee (the "Notice of Default").

(~~B~~C) Insurance. The name of the leasehold mortgagee may be added to the "loss payable endorsement" of any and all insurance policies required to be carried by Tenant hereunder.

(~~C~~D) Estoppel Certificate. Upon written request from leasehold mortgagee, Landlord shall provide a certificate under the same terms and time frame described in Section 17.5 of the Lease.
~~(D) Right to Cure. In case Tenant shall default under any provision of this Lease, the leasehold mortgagee shall have the same right(s) to cure such default as Tenant, whether same consists of the failure to pay rent or the failure to perform any other matter or thing which Tenant is required to do or perform and Landlord shall accept such performance on the part of the leasehold mortgagee as though same had been done or performed by Tenant.~~
(E) Cure Period. Leasehold mortgagee shall have the same cure periods as the Tenant pursuant to Article XII of the Lease.

(F) Right to Cure. The Leasehold Mortgagee, shall have the right, but not the obligation, to cure an Event of Default according to the following provisions:

(i) A "Monetary Default" means Tenant's failure to pay when due any monetary obligation of Tenant under this Lease. Any other default by Tenant is a "Non-Monetary Default."

(ii) The Leasehold Mortgagee shall have the same period after receipt of the Notice of Default to remedy the default, or cause the same to be remedied, as is given to Tenant, plus, in each instance, the following additional time periods: (i) thirty (30) days from the date the Leasehold Mortgagee receives the Notice of Default in the event of any Monetary Default; and (ii) sixty (60) days from the date the Leasehold Mortgagee receives the Notice of Default in the event of any Non-Monetary Default.

(iii) In the event that possession of the Leased Premises is necessary to cure the Non-Monetary Default and the Leasehold Mortgagee notifies Landlord that it is attempting to obtain possession, whether by foreclosure proceedings, appointment of a receiver or otherwise, the sixty (60) day cure period for a

Non-Monetary Default shall not expire until the date that is sixty (60) days after the Leasehold Mortgagee or the receiver obtains possession of the Leased Premises.

(iv) The Leasehold Mortgagee shall have the right to substitute itself for Tenant and perform the duties of Tenant hereunder for purposes of curing such default. Landlord expressly consents to such substitution, agrees to accept such performance, and authorizes the Leasehold Mortgagee (and its employees, agents, representatives or contractors) to enter upon the Leased Premises to complete such performance with all the rights, privileges and obligations of the Tenant hereunder. Landlord shall not take any action to terminate this Lease in law or equity prior to the expiration of the cure periods available to a Leasehold Mortgagee as set forth above.

(v) During any period of possession of Tenant's leasehold estate in and to the Leased Premises by a Leasehold Mortgagee (or a receiver requested by such Leasehold Mortgagee) and/or during the pendency of any foreclosure or receivership proceedings instituted by a Leasehold Mortgagee, the Leasehold Mortgagee shall pay or cause to be paid all monetary charges payable by Tenant hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period and are unpaid by Tenant.

(vi) Any Leasehold Mortgagee or other party who acquires Tenant's leasehold interest in and to the Leased Premises pursuant to foreclosure or assignment in lieu of foreclosure shall be liable to perform the obligations imposed on Tenant by this Lease so long as such Leasehold Mortgagee or other party has ownership of the leasehold estate.

(vii) Neither the bankruptcy nor the insolvency of Tenant shall be grounds for terminating this Lease so long as all material duties and obligations of Tenant under the terms of this Lease are performed by the Leasehold Mortgagee, and the Leasehold Mortgagee does not commit an Event of Default under the Lease.

(G) New Agreement to Leasehold Mortgagee. If this Lease is rejected or terminated pursuant to bankruptcy law or other law affecting creditors' rights or if Landlord elects to terminate this Lease because of a Non-Monetary Event of Default that is of such a nature that it is not curable by the Leasehold Mortgage (e.g. as a violation of a representation or warranty by Tenant), Landlord shall, upon written request from any Leasehold Mortgagee (which written request must be submitted to Landlord within ten (10) business days after the date of termination or rejection) enter into a new agreement for the Leased Premises with the Leasehold Mortgagee upon the following terms and conditions:

(i) The terms of the new agreement shall commence on the date of termination or rejection and shall continue for the remainder of the Term, at the same rent and subject to the same terms and conditions set forth in this Lease.

(ii) The new agreement shall be executed within sixty (60) days after receipt by Landlord of written notice of the Leasehold Mortgagee's election to enter a new agreement, provided the Leasehold Mortgagee: (i) pays to Landlord all rent and other monetary charges payable by Tenant under the terms of this Lease up to the date of execution of the new agreement, as if this Lease had not been terminated or rejected; (ii) performs all other obligations of Tenant under the terms of this Lease, to the extent performance is then due and susceptible of being cured and performed by the Leasehold Mortgagee; and (iii) agrees in writing to perform, or cause to be performed, all non-monetary obligations which have not been performed by Tenant and would have accrued under this Lease up to the date of commencement of the new agreement, except those obligations which constitute Non-Monetary Defaults that are not curable defaults.

(iii) At the option of the Leasehold Mortgagee, the new agreement may be executed by an affiliated entity of the Leasehold Mortgagee without the Leasehold Mortgagee assuming the burdens and obligations of Tenant thereunder.

(H) Leasehold Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Lease to the contrary, the parties agree that so long as there exists an unpaid Leasehold Mortgage, this Lease shall not be modified or amended and Landlord shall not accept a surrender of the Leased Premises or any part thereof or accept a cancellation, termination or release of this Lease from Tenant prior to expiration of the Term without the prior written consent of the Leasehold Mortgagee; provided, however, that the written consent of the Leasehold Mortgagee shall not be required for a modification or amendment to the Development Agreement so long as Tenant provides written notice to Leasehold Mortgagee of any such modification or amendment thereto. Tenant shall diligently pursue such prior written consent from the Leasehold Mortgagee and shall keep Landlord reasonably apprised of such pursuit.

(I) Enforceability. This provisions of this Exhibit B are for the express benefit of and shall be enforceable by the Leasehold Mortgagee to the same extent as if this Exhibit B were a separate and independent contract made by Landlord, Tenant and the Leasehold Mortgagee.

EXHIBIT C

(Prohibited Uses)

1. Any child-care center that is used for purposes other than those that are incidental to the aquarium and its patrons. By way of example, school visits, summer camps and specially scheduled children's events (such as an overnight event to "sleepovers or overnights with the fish") of the aquarium would be permitted uses under the Lease.

2. Any business or use which emits or creates strong, unusual or offensive odors, fumes, dust or vapors, is a public or private nuisance, is illegal or dangerous or noxious, emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, creates unusual fire, explosive or other hazardous conditions, or is used, in whole or in part, as or for warehousing or the dumping or disposing of garbage or refuse. Notwithstanding the foregoing, coffee or food odors are deemed not to be objectionable. Notwithstanding the foregoing, the Port recognizes there are certain fish and aquatic smells that arise out of the operation of the aquarium and these smells shall not be prohibited unless they become abnormally strong, unusual or offensive.

3. The exterior storage of materials of any kind visible to the public or visible by the Future Development Area, other than the temporary storage of construction materials during periods of construction, reconstruction or maintenance. Notwithstanding the foregoing, Developer may store oyster shells and other marine habitat outside as both a display and as a practical matter. In addition, Developer may store landscaping equipment outside as long as it is screened with an appropriate landscaping or opaque fencing.

4. Any operation primarily used as a warehouse operation and any assembling, manufacturing, agricultural, industrial, or mining operation. Notwithstanding the foregoing, Developer may conduct oyster reef and other marine restoration projects at the Property.

5. Any mobile home, trailer court, labor camp, junkyard, stockyard, or animal raising establishment (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance). Notwithstanding the foregoing, Developer may maintain and raise animals consistent with an aquarium and marine animal rehabilitation center.

6. Any dumping, disposing, incineration or reduction of garbage, provided that the foregoing shall not prohibit temporary storage of garbage in appropriate containers prior to pickup by waste disposal providers.

7. Any pet store, veterinary hospital or animal raising or boarding facility. Notwithstanding the foregoing, Developer may maintain and raise animals consistent with an aquarium, provide veterinary services and maintain a marine animal rehabilitation center.

8. Any facility providing treatment for substance abuse, including drugs and alcohol.

9. Any school or related religious or educational facility or religious reading room. Notwithstanding the foregoing, Developer may maintain educational facilities at the Property in conjunction with a public aquarium and research facility.

10. Any auction house operation.

11. Any “second hand” store, Army-Navy or government “surplus” store.

12. Any pawn shop.

13. Any central laundry, dry cleaning plant or Laundromat.

14. Any automobile repair shop, gas or service station or any facility for the storage or sale of gasoline or diesel fuel in or from tanks.

15. Any automobile, truck, trailer, boat, heavy mobile equipment or recreational vehicle sales, leasing or display.

16. Exploration for, extraction or production, storing, marketing or transportation of oil, gas or other minerals.

17. Any establishment selling or exhibiting pornographic materials or featuring nude or semi-nude dancers or similar entertainment.

18. Any tattoo parlor.

19. Any operation whose principal use is a massage.

20. Lumber yard, construction business or other business involving outside storage of construction materials, equipment or the like, any industrial use, including any facility designed or operated for the primary purpose of providing for the treatment or processing of raw products in factories; refining; smelting; distilling; processing and converting of raw, unfinished, or finished materials or products, or any of these into an article or substance of different character, or for use for a different purpose. Notwithstanding the foregoing, the Port shall continue to use the Future Development Area for its current use of construction staging, maritime uses and Port activities.

21. Any firing range.

22. Any flea market, amusement arcade, pool billiard hall, operation whose primary business is a car wash, or dance hall; provided that the foregoing shall not prohibit temporary amusement facilities or temporary retail kiosks such as those used in connection with a “farmer’s market”.

23. Billboards, other than usual and customary signage associated with an aquarium and a public event space.

EXHIBIT D

(Common Elements)

- Access Road
- May include future shared parking areas or structure
- May include certain future public access points or pedestrian pathways
- May include certain future pedestrian plaza or other open space benefitting the Project and Future Development Area

The Common elements will specifically exclude the GKB West Overpass Extension.

EXHIBIT E

(Development Agreement)

EXHIBIT F

MEMORANDUM OF GROUND LEASE AGREEMENT

Prepared By and Return To:

_____
_____
_____
_____

This Memorandum of Lease Agreement (this "Memorandum") is made this ___ day of _____, 20__, by and between **EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA**, a Florida not for profit corporation ("Developer"), at c/o Brevard Zoo, 8225 North Wickham Road, Melbourne, Florida 32940, and **CANAVERAL PORT AUTHORITY** (the "Port"), of 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920.

The Port is the owner of the real property legally described on Exhibit A attached hereto and made a part hereof (the "Property").

Developer and Port are the parties to that certain Ground Lease Agreement dated _____, ~~2021~~2026 (as amended from time to time, the "Lease Agreement"), pursuant to which the Port has given Developer the right to lease and operate certain improvements on the Property, all as more particularly set forth in the Lease Agreement. The parties respective obligations are binding upon their successors and assigns and the agreements and covenants contained in the Lease Agreement run with title to the Property.

The parties are executing this Memorandum to put of record the existence of the Lease Agreement. Either the Developer or the Port may be contacted at the address listed above for more particulars. If not sooner terminated of record, the Lease Agreement and this Memorandum thereof shall be of no further force and effect and no longer an encumbrance on the Property as of December 31, ~~2075~~2072.

This Memorandum may be executed in one or more counterparts, each of which in the aggregate shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed as of the date first above written.

Witnesses:

_____
Name: _____

_____
Name: _____

PORT:

CANAVERAL PORT AUTHORITY, by its Board of Commissioners

By:_____
Name:_____
Title: Chairman

Attest:_____
Name:_____
Title: Secretary

State of Florida

County of Brevard

The foregoing instrument was acknowledged before me this _____ day of _____, 20 , by _____, the Chairman of the Board of Commissioners of the Canaveral Port Authority and by _____, the Secretary of the Board of Commissioners of the Canaveral Port Authority, who acknowledged to me that the matters set forth in this Memorandum have been duly authorized by the Board of Commissioners of the Canaveral Port Authority. They [ ] are personally known to me or [ ] produced _____ as identification.

(Seal and Expiration Date)

_____
Notary Public

Witnesses:

_____
Name: _____
Address:_____
_____

_____
Name: _____
Address:_____
_____

DEVELOPER:

EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA, a Florida not for profit corporation,

By:_____
Name: _____, President

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 , by _____ as President of **EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA**, a Florida not for profit corporation, on behalf of the corporation. He/She [ ] is personally known to me or [ ] produced _____ as identification.

(Seal and Expiration Date)

_____
Notary Public

EXHIBIT A TO MEMORANDUM OF GROUND LEASE AGREEMENT

A portion of Section 15, Township 24 South, Range 37 East, Brevard County, Florida

Legal Description (by surveyor)

A parcel of land in Section 15, Township 24 South, Range 37 East, Canaveral Port Authority, Brevard County, Florida, lying South and West of State Road 528, said road also being known as Beachline Expressway, said road also being known as State Road A1A, being more particularly described as follows: Commence at the end of the Baseline of Survey of State Road 528, Line A, according to Florida Department of Transportation Right of Way Map Section No. 70080, said point having a station of: 821+62.90 according to said Right of Way Map, said point having a northing of 1479383.9500, and an easting of 778971.0361, according to said Right of Way Map, said coordinate system of said point being in U.S. Survey feet per Florida's State Plane Coordinate System, East Zone 901, North American Datum of 1983, and run S51°58'16"W perpendicular to said Baseline of Survey a distance of 63.45 feet to a point lying on the Southwesterly right of way of State Road 528 per Florida Department of Transportation Right of Way Map Section No. 70070-2502; thence run N49°12'30"W along said Southwesterly right of way a distance of 459.47 feet; thence departing said Southwesterly right of way, run S89°37'23"W a distance of 125.54 feet to a point having a station of 816+25.22, range right 250.64 feet, according to said State Road 528 Line A, said point having a northing of 1479644.21, and an easting of 778447.66 according to the aforesaid coordinate system, said point being the Point of Beginning of the following described parcel of land:

Thence continue S89°37'23"W, 482.90 feet North of and parallel with the South line of lands described in Deed Book 283, Page 507, Public Records of Brevard County, Florida (said South line also being the North limits of the City of Cape Canaveral, said South line also being the South limits of Canaveral Port Authority) a distance of 620.34 feet; thence run S00°22'37"E a distance of 31.13 feet to a point 451.77 feet North of and parallel with the said South line of lands described in Deed Book 283, Page 507, Public Records of Brevard County, Florida; thence run S89°37'23"W a distance of 522.96 feet to a point lying on the safe upland line of the Banana River; thence run the following 9 courses along said safe upland line of the Banana River:

1: N13°36'28"W a distance of 65.84 feet; 2: N13°36'28"W a distance of 42.65 feet;

3: N08°51'58"W a distance of 14.81 feet; 4: N02°41'18"W a distance of 43.03 feet;

5: N11°35'46"W a distance of 93.06 feet; 6: N20°07'58"W a distance of 82.59 feet;

7: N22°59'33"W a distance of 74.23 feet; 8: N32°27'35"W a distance of 69.40 feet;

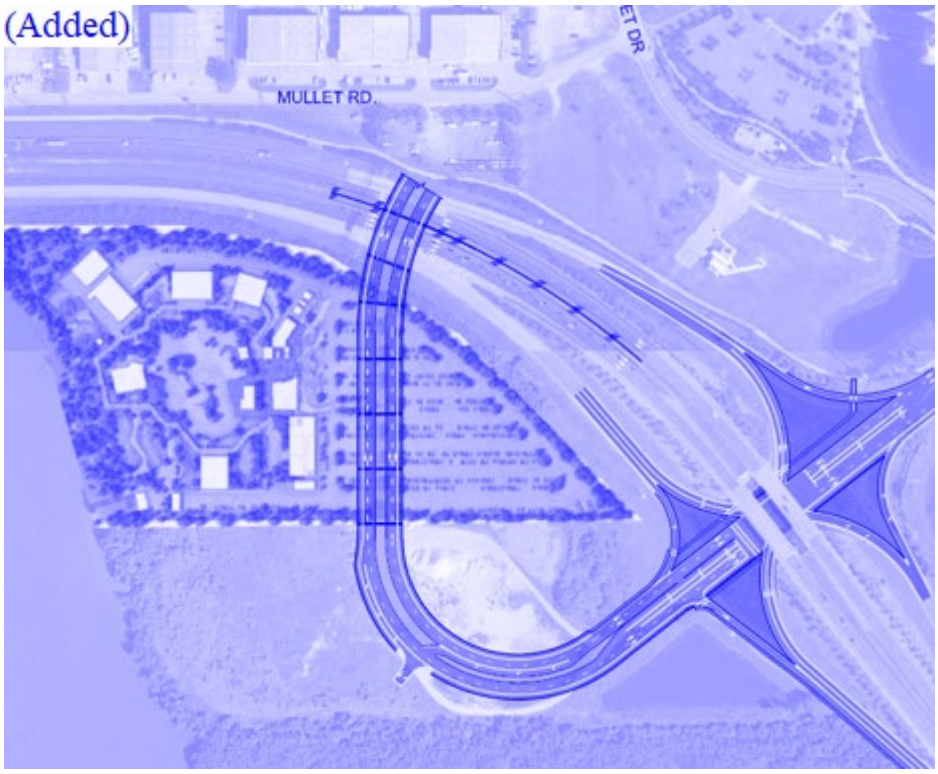
9: N29°51'19"W a distance of 86.96 feet;

Thence departing said safe upland line, run N00°18'44"W a distance of 168.00 feet to a point lying on the South limited access right of way of State Road 528, according to aforementioned Right of Way Map; thence run N89°41'16"E along said South right of way of State Road 528 a distance of 167.31 feet to a point of intersection of said South limited access right of way (said point having a State Road 528 "Line A" station of 800+86.20, range right 120.00 feet, according to aforementioned Right of Way Map, said point having a northing of 1480308.54, and an easting of 777284.48, according to aforementioned coordinate system); thence run S76°59'02"E along the Southwesterly right of way of State Road 528 a distance of 640.70 feet to an intersection with a non-tangent curve to the right, concave Southwesterly, having a radius of 1300.50 feet; thence from a tangent bearing of S62°45'29"E, run Southeasterly along the arc of said curve

through a central angle of 33°28'08", an arc length of 759.68 feet (said arc of said curve subtended by a chord bearing of S46°01'25"E, and a chord length of 748.92 feet) to the Point of Beginning.

EXHIBIT G

GKB WEST OVERPASS EXTENSION



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Summary report: Litera Compare for Word 11.12.0.83 Document comparison done on 9/16/2026 9:34:58 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4916-4925-3052/1/FINAL - Port Canaveral Aquarium Ground Lease.docx	
Modified DMS: nd://4916-4925-3052/6/FINAL - Port Canaveral Aquarium Ground Lease.docx	
Changes:	
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~~Delete~~	62
~~Move From~~	1
Move To	1
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	6
Embedded Excel	0
Format changes	0
Total Changes:	203

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the "Lease") is entered into this ___ day of _____, 2026, the "Effective Date" or sometimes referred to herein as the "Delivery Date", by and between The Canaveral Port Authority, an independent taxing district and political subdivision of the State of Florida (hereinafter called "Landlord"); and East Coast Zoological Society of Florida, a Florida not for profit corporation (hereinafter called "Tenant").

ARTICLE I
Premises

Section 1.1. Lease of Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the following (collectively referred to herein as the "Leased Premises"): (i) that certain 14± acre portion of the Banana River Parcel of land located in Brevard County, Florida owned by Landlord, more particularly described on **Exhibit "A"** attached hereto and (ii) all improvements now located or hereafter erected on the parcel depicted on **Exhibit "A"**.

ARTICLE II
Leasehold Improvements

Section 2.1. Tenant Improvements. Except for the Infrastructure Contribution, as defined in that certain Development Agreement by and between Landlord and Tenant dated on or about September 30, 2021, as amended from time to time (the "Development Agreement"), Landlord shall not be obligated to perform any nature of construction work at the Leased Premises.

Section 2.2 Work by Tenant. Tenant shall construct all improvements on the Leased Premises for an aquarium and conservation campus pursuant to the terms of the Development Agreement and according to the approved Project Plans as defined therein (the "Tenant Improvements").

Section 2.3 Leasehold Improvements at Termination. During the Initial Lease Term (defined below) or any Renewal Term (defined below), the Tenant Improvements shall be owned by Tenant, but shall be fully subject to this Lease and the terms hereof. Solely in the event of a Tenant Event of Default which results in the termination of this Lease, but only upon Landlord's written notice to Tenant which shall be provided within thirty (30) days of such Event of Default, Tenant shall remove, and/or demolish at Tenant's sole cost and expense, all of the Tenant Improvements, save and except those Tenant Improvements that Landlord notifies Tenant in writing that Landlord elects to retain at the termination of this Lease; provided that in no event shall Tenant be required to expend more than the Letter of Credit if it is still operative or, if the Letter of Credit is not operative, $500,000.00 in connection with such demolition and removal in the aggregate. Within ten (10) days of the delivery of Landlord's written notice referenced above, the Parties shall meet to review the plans for the Tenant Improvements in advance of Tenant's removal and coordinate regarding what Tenant Improvements should be removed and/or demolished and which Tenant Improvements should be maintained. Tenant shall, upon demand by Landlord at Landlord's election, deliver to Landlord the following: (a) an amount equal to the accrued but unpaid real estate taxes and insurance premiums prorated to the date of termination; (b) such documents and other instruments of conveyance as Landlord may reasonably request to effectuate and evidence the reversion, conveyance and transfer of all of Tenant's ownership interests in the Tenant Improvements that Landlord elects to retain, including but not limited to a quit claim deed and/or a bill-of-sale, each in recordable form, confirming the conveyance of the Tenant Improvements to Landlord for $1.00 consideration; (c) to the extent assignable, an assignment to Landlord of all permits and governmental licenses or other authorizations held by Tenant that are directly applicable to the Leased Premises which may be lawfully transferred, provided that (i) Tenant shall be required to transfer permits, licenses or authorizations to the extent solely related to the

Leased Premises, and (ii) Tenant shall not be required to transfer any permits, licenses or authorizations that (x) are in the name of any individuals associated with the Project, (y) in the name of Tenant and unique to Tenant, or (z) not directly applicable to the Leased Premises, including without limitation any and all USDA licenses related to the Project and any and all Fish and Wildlife Commission permits held by individuals associated with the Project. With the exception of a leasehold mortgage or other encumbrance (a **"**Leasehold Mortgage**"**) related to financing or refinancing the acquisition, construction, equipping, improvement or operation of the Tenant Improvements, including obligations issued by a governmental issuer for the benefit of Tenant of the Tenant Improvement, Tenant may not encumber the Tenant Improvements in any manner, except as expressly provided herein, and any such encumbrance not permitted by this Lease shall be void and of no effect, and the rights of Landlord in the Tenant Improvements shall be superior to any claim of any other party under an unpermitted encumbrance. Any Leasehold Mortgage shall be subject to the additional provisions set forth in **Exhibit "B"** attached hereto and Landlord and Tenant agree to comply with all the terms and provisions of **Exhibit "B"**. The Tenant Improvements which Landlord elects to retain (which for the purposes of clarity shall exclude all of Tenant's personal property and Tenant's fixtures) shall revert and be conveyed to Landlord upon the termination of this Lease, and Tenant shall pay all amounts due and owing under any leasehold mortgage on or before the termination of this Lease. Except as provided above, Tenant shall have no right to encumber the Leased Premises and any such encumbrance shall be void and of no effect; provided, further, that Tenant shall indemnify, defend and hold Landlord harmless in connection with any encumbrance against the Leased Premises caused by Tenant that is not permitted by this Lease and Tenant shall take such actions to cause the removal of the same. Landlord shall have the right (but not the obligation) to cause the removal of any encumbrance in violation of the terms hereof and Tenant shall reimburse Landlord for all reasonable costs and expenses incurred thereby.

Section 2.4 As-Is Disclaimer. Tenant agrees, except as expressly set forth in Landlord's representations and warranties or other provisions of this Lease, (i) to accept the Leased Premises in the existing condition and state of repair as of the Effective Date and without recourse to Landlord except with respect to Landlord's obligations to perform the Infrastructure Contribution, (ii) to take possession of the same "as is" as of the Effective Date, and (iii) that except as expressly provided in this Lease no representations, statements or warranties, express or implied, have been made by or on behalf of Landlord in respect thereof or in respect of the condition thereof or the present or future use or occupancy that may be made thereof, the zoning or other governmental requirements, transferable development rights, encumbrances thereon, appurtenances, or title thereto (except as may be expressly set forth in this Lease). Without limiting the generality of the foregoing, Tenant has not relied on any representations or warranties (other than as expressly set forth herein), express or implied, as to (1) the current or future real estate tax liability, assessment or valuation of the Leased Premises, (2) the potential qualification of the Leased Premises for any and all benefits conferred by any Laws, whether for subsidies, special real estate tax treatment, insurance, mortgages, or any other benefits, whether similar or dissimilar to those enumerated, (3) the availability of any financing for the construction or operation of the Leased Premises from any source, (4) the presence or absence of any governmental requirements and any violations thereof, (5) the layout, income, expenses, operation, agreements, licenses, easements, instruments, or documents of or in any way affecting the Leased Premises, and (6) the presence or absence of any Hazardous Materials (as defined in Section 11.2), and the compliance or non-compliance with any Environmental Laws (as defined in Section 11.2). Landlord shall in no event whatsoever be liable for any latent or patent defects in the Leased Premises, except as expressly set forth herein. Notwithstanding anything herein to the contrary, nothing in this Lease shall modify or limit Landlord's liability, obligations, representations or warranties set forth in Sections 11.7 and 11.8 or other provisions of this Lease.

Section 2.5 GKB West Overpass Extension. Landlord hereby reserves, for itself and for its agents, employees, contractors, tenants, licensees, invitees, successors, assigns, and any other persons authorized by Landlord, a nonexclusive right and easement over, across, under, and through the portions of

the Leased Premises for construction and operation of an extension of George King Boulevard west and State Road 528 overpass (collectively, the "GKB West Overpass Extension"), for vehicular and pedestrian ingress and egress and for the installation, operation, inspection, maintenance, repair, replacement, relocation, and removal of utilities, drainage facilities, pavement, lighting, signage, landscaping, security equipment, and other related improvements commonly associated with such roadways/overpasses. Landlord may use the GKB West Overpass Extension at all times and for any lawful purpose, including access by the public, neighboring owners and occupants, governmental authorities, emergency personnel, service providers, delivery vehicles, construction vehicles, and Landlord's other tenants, licensees, invitees, and contractors. The GKB West Overpass Extension may be used jointly with Tenant and shall not be deemed dedicated to public use or surrendered, abandoned, or merged with the leasehold estate.

The initial location and configuration of the GKB West Overpass Extension are shown on **Exhibit "G"**, attached hereto and made part hereof by this reference; provided, however, that Landlord may, from time to time and in its reasonable discretion, establish, alter, widen, narrow, relocate, reroute, temporarily close, or otherwise modify all or any portion of the GKB West Overpass Extension, so long as (i) Tenant and its agents, employees, contractors, tenants, licensees, invitees retain adequate access to and parking on the Leased Premises, and Tenant's development, construction, and operation of the Premises is not unreasonably obstructed or hindered. Landlord may make such changes to accommodate development, redevelopment, construction, repairs, maintenance, traffic flow, safety, governmental requirements, utility work, or the needs of Landlord's other properties or occupants. Landlord and Tenant agree to cooperate in the location and configuration of the GKB West Overpass Extension and in the mitigation of impacts (e.g., noise, light, visual aesthetics, signage) resulting from the GKB West Overpass Extension to Tenant's development, including its parking facilities, as more particularly provided in the Development Agreement, as may be amended from time to time. Landlord also agrees to (x) work with Tenant in good faith, at no additional cost to Tenant, to annex additional parking spaces to the Premises to offset the loss of parking in connection with the GKB West Overpass Extension, and (y) mitigate any costs actually incurred by Tenant in connection with the GKB West Overpass Extension, including, without limitation, infrastructure costs, construction costs (including additional staging costs), and unforeseen cost impacts.

ARTICLE III
Term

Section 3.1. Term. The term of this Lease shall begin on the Effective Date and terminate on [_____], which is thirty-one (31) years following the Effective Date unless sooner terminated as provided for in this Lease (the "Initial Lease Term"). On or before the Effective Date, Landlord and Tenant shall execute a memorandum of this Lease and Tenant shall record the same in the Public Records of Brevard County, Florida. The Effective Date shall be the date on which Tenant obtains Project Plans approval as defined in the Development Agreement. Notwithstanding anything herein or in the Development Agreement to the contrary, this Lease may be terminated by either Landlord or Tenant at the times and on the terms and conditions set forth in the Development Agreement; provided, however, that upon the issuance of any bonds and commencement of construction on the Leased Premises, any such termination rights provided in the Development Agreement shall be subject to any notice and cure periods provided in a Leasehold Mortgage to the same extent as if such notice and cure periods were set forth in the Development Agreement.

Section 3.2. Renewal. If this Lease has not been terminated and if an Event of Default on the part of Tenant does not exist at the time of Renewal Notice (defined below) or the commencement of a Renewal Term (defined below), Tenant may at its option extend the Initial Lease Term for three (3) additional periods of five (5) years (each a "Renewal Term"), subject to all the provisions of this Lease, by giving written notice to Landlord no sooner than eighteen (18) months prior to expiration of the Initial

Lease Term or any Renewal Term (the "Renewal Notice") and no later than nine (9) months prior to the expiration of the Initial Lease Term or any Renewal Term. Within thirty (30) days of Landlord's receipt of a Renewal Notice from Tenant, Landlord shall coordinate a meeting with Tenant to review the Leased Premises for inspection purposes. In the event that Landlord, in its reasonable discretion, deems that Tenant has not maintained the Leased Premises in a clean, attractive condition and in good repair, as and to the extent required by Sections 8.2 and 8.4 of this Lease, as a condition precedent to the commencement of a Renewal Term, Landlord may require Tenant to perform or have performed such routine maintenance as is necessary to cause the Leased Premises to be in good repair by providing reasonable written notification to Tenant outlining the specific maintenance work to be made; provided that such notice must be provided to Tenant no later than three (3) months prior to the commencement of the applicable Renewal Term. Failure of Tenant to comply with any such required maintenance to the Leased Premises by the commencement date of the applicable Renewal Term shall result in a forfeiture of Tenant's Renewal Notice.

ARTICLE IV
Rental

Section 4.1. Base Rent. On the earlier of (i) the fifth (5th) anniversary of the Project's opening to the public as set forth in the Development Agreement; or (ii) January 1, 2033, Tenant shall pay rent to Landlord in the amount of $250,000.00 per year ("Base Rent"), payable in the amount of $20,833.33 per month over the course of the year immediately following the 5th anniversary of the Project's opening. Base Rent shall increase annually by 2.5% beginning on the first (1st) anniversary of Base Rent payments by Tenant to Landlord and continue during the remainder of the Initial Lease Term and any Renewal Term.

Section 4.2 Additional Rent. Beginning on the second (2nd) anniversary of the Project's opening to the public as set forth in the Development Agreement, Tenant shall pay additional rent to Landlord based on the prior year's paid admissions in the amounts as follows ("Additional Rent"):

Annual Visitors	Additional Rent per Paid Admission	Total Additional Rent Range per Year
0-100,000	$0	$0
100,001 – 400,000	$0.50	$50,000 - $200,000
400,001 – 500,000	$0.75	$300,000 - $375,000
Over 500,000	$1.00	$500,000 and up

(a) As a means for evaluating and establishing Additional Rent, the Tenant shall provide Landlord with a written statement on an annual basis, certified by one of Tenant's officers, that details the Annual Visitors (defined below) and Paid Admissions (defined below) for the applicable period. "Annual Visitors" shall include: (i) paid daily attendees, (ii) unpaid daily attendees; and (iii) attendees associated with an aquarium annual pass/membership. "Paid Admission" shall include (i) paid daily attendees; and (ii) aquarium annual passes/memberships (as of the date of purchase) as follows: a single annual pass/membership shall be counted as 2 Paid Admissions; an annual pass/membership for two people shall be counted as 4 Paid Admissions; an annual pass/membership for a family of three shall be counted as 6 Paid Admissions; an annual pass/membership for a family of four or more shall be counted as 8 Paid Admissions. Joint annual passes/memberships for the aquarium and Brevard Zoo shall be counted as half of the applicable Paid Admissions for the aquarium annual passes/memberships. Guests attending special functions, such as fundraising events, shall not be included as either an Annual Visitor or a Paid Admission. Tenant shall also provide Landlord with an accounting of its parking revenues and fees charged. Said written statement shall also provide information regarding daily admission prices and any adjustments thereof and the cost associated with annual passes/memberships. In the event any daily admission price(s) increase during the Initial Term and any Renewal Terms, the Additional Rent required to be paid under this

Paragraph shall increase by the same percentage as any percentage increase in such paid daily admissions price(s). It is the intention of the Parties to establish a fair and reasonable means for calculating Additional Rent through creating the scenarios set forth above for Paid Admission. As such, Tenant shall not structure costs associated with annual passes/memberships and/or parking in a manner that would avoid the payment of Additional Rent. Within a reasonable time following the end of Tenant's fiscal year, Tenant shall provide Landlord with a copy of Tenant's annual audited financial statements. At any time during the Term, Landlord shall have the right to review Tenant's financial records upon providing reasonable written notice to Tenant.

Section 4.3. Place and Time of Payment. Any sums hereunder provided to be paid by Tenant shall be due and payable by Tenant without demand, deduction, abatement or setoff except as expressly provided herein, monthly in advance to Landlord at 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920, Attention: Finance, or such other address as Landlord directs in writing.

Section 4.4 Late Charges. All Base Rent and Additional Rent payments unpaid on the 30th calendar day following the day such payments are due are delinquent. Delinquent accounts shall incur a late charge of one and one-half percent (1-1/2%) for each month, eighteen percent (18%) per year, simple interest, on any portion of said rental payment which remains delinquent.

Section 4.5 Taxes and Assessments. Tenant and its successors shall pay or cause to be paid all ad valorem taxes and assessments levied on or in connection with the Leased Premises and Tenant Improvements or shall make or cause to be made payments in lieu of ad valorem taxes and assessments in the same manner and same amounts as if subject to assessment, levy and tax thereon. In addition, Tenant shall be responsible for paying any and all sales and uses taxes, impact and connection fees related to the Leased Premises and this Lease.

Section 4.6 Security Deposit; Letter of Credit.

(a) A "Security Deposit", in an amount equal to two (2) month's Base Rent or Forty-Two Thousand and No/100 Dollars ($42,000.00) shall be paid to Landlord by Tenant at the commencement of the Term. At the commencement of the fourth (4th) year of the Term, Tenant shall increase the "Security Deposit" such that it equals a total of four (4) month's Base Rent (Eighty-Four Thousand and No/100 Dollars). The Security Deposit will be held by Landlord without interest as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit may be commingled with Landlord's other funds and is not an advance payment of Base Rent or Additional Rent or a measure of or limit to Landlord's damages in case of an Event of Default (defined below) by Tenant. Upon the occurrence of any Event of Default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such fund to the extent necessary to make good any arrears of Base Rent or Additional Rent and any other damage, injury, expense or liability caused to Landlord by such Event of Default, and Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. Should Tenant fully comply with all of the terms of this Lease, the Security Deposit will be returned in full to Tenant within sixty (60) days after Tenant vacates the Leased Premises in the condition required by this Lease.

(b) An irrevocable "Letter of Credit" in the amount of Five Hundred Thousand and No/100 Dollars ($500,000.00) shall be posted by Tenant naming the Landlord as beneficiary in a form and issued by a financial institution acceptable to Landlord exercising reasonable discretion and delivered to Landlord by Tenant at the commencement of the Term. The Letter of Credit shall serve as security for Landlord in an Event of Default by Tenant resulting in a termination of the Lease whereby Tenant fails to restore Leased Premises to the condition that existed prior to the construction of the Tenant Improvements.

Should there be no Event of Default as of the termination date of this Lease, the Letter of Credit will be returned to Tenant within a reasonable period of time after Tenant vacates the Leased Premises in the condition required by this Lease. The Letter of Credit shall remain in place until the Tenant commences Base Rent payments to Landlord, at which time the Letter of Credit will be returned to Tenant.

ARTICLE V
Utilities

Section 5.1. Payment of Utility Costs. Tenant will at its own cost and expense pay prior to delinquency for all water, sanitary sewer, gas, electricity, telecommunications, solid waste removal, and other utilities used in the Leased Premises and will save and hold Landlord harmless from any charge or liability for same. Such payments shall be made directly to the supplier of any utility to the Leased Premises. Tenant will, within three (3) days of request of Landlord from time to time during the term hereof, furnish to Landlord copies of Tenant's utility bills and evidence of the timely payment thereof.

Section 5.2. Interruption. No interruption or malfunction of any utility services (including, without limitation, interruption of such utilities as a result of the enactment or promulgation, regardless of the ultimate validity or enforceability thereof, of any federal, state or local law, statute, ordinance, decree, order, guideline or regulation now or hereafter enacted or promulgated by any governmental, quasi-governmental, regulatory or executive authority) shall constitute an eviction or disturbance of Tenant's use and possession of the Leased Premises or a breach by Landlord of any of its obligations hereunder or render Landlord liable for any damages (including, without limitation, consequential or special damages) or entitle Tenant to be relieved from any of its obligations hereunder (including the obligation to pay rent) or grant Tenant any right of setoff or recoupment, unless such occurrence(s) and/or damages are caused by the intentional or grossly negligent act of Landlord or any of its elected and appointed officials, officers, employees, agents, representatives, and independent contractors. In the event of any such interruption of any such services, Tenant shall be responsible at its sole cost and expense to restore such service, unless the interruption was caused by the intentional or grossly negligent act of Landlord or any of its elected and appointed officials, officers, employees, agents, representatives, and independent contractors in which case Landlord shall be required to restore the interrupted service as promptly as possible.

ARTICLE VI
Permitted Use

Section 6.1. Permitted Use. Tenant will use the Leased Premises solely for the following purposes: an aquarium and such other similar or direct ancillary uses tied to Tenant's mission (inclusive of periodic fundraising events, corporate events, private parties, launch viewings and children's events), rental of some or all of the Leased Premises on a short-term basis to third parties for events, and as may otherwise be pre-approved by Landlord from time to time in the Landlord's reasonable discretion ("Tenant's Permitted Use"). Tenant will not use and shall prevent the use of the Leased Premises for any other purpose without the prior written consent of Landlord, which Landlord may withhold or condition in its sole discretion.

(a) Parking. All parking for Tenant's Permitted Use, including but not limited to parking for Tenant's staff, employees, administration, visitors, guests, vendors, etc., shall be provided by Tenant wholly within the Leased Premises boundaries. Tenant shall be permitted to charge visitors, guests and other third parties for parking; provided that, Tenant may, in Tenant's sole discretion, chose to validate or otherwise provide free or reduced fee parking to those visiting the Project. Tenant shall not permit overnight cruise ship parking on the Property. Tenant shall be responsible for all parking enforcement on the Leased

Premises. Accordingly, Landlord shall not be responsible for any cruise passenger inadvertently parking on the Leased Premises.

(b) Signage. Signage shall be subject to the reasonable approval of Landlord consistent with the architectural design of Tenant's Permitted Use, conveying a sense of quality, permanence and creativity and shall be consistent with the applicable regulations of any Governmental Authority.

(c) Compliance with Laws and Regulations. Tenant, at its sole cost and expense: will comply and cause compliance with all Federal, State, municipal and other laws, codes, ordinances, rules and regulations applicable to the Leased Premises and the occupancy thereof and/or business conducted therein; will comply and will use commercially reasonable efforts to cause compliance with such certain measures and recommendations to ensure the Leased Premises is operationally safe for visitors and invitees (which may include, but are not limited to: installing safety lighting, safety railings, and anti-slip treatment on floors or concrete) as Landlord and/or Landlord's insurance carriers may, from time to time, reasonably request; will not commit and shall use commercially reasonable efforts to prevent any act which could reasonably be deemed a nuisance by Landlord, or which could reasonably be expected to, in the reasonable judgment of Landlord, damage Landlord's goodwill or reputation, or injure or depreciate the Leased Premises; subject to the prior written approval of Landlord, will install, remove and alter such fixtures, equipment and facilities in, and make such alterations to, the Leased Premises as may be necessary so to comply with all applicable laws and regulations; will comply and use commercially reasonable efforts to cause compliance with such regulations as Landlord may reasonably promulgate regarding sanitation, cleanliness and other matters, including without limitation removal of garbage, trash and other waste; and will furnish and maintain an adequate number (as reasonably determined by Landlord) of fire extinguishers in good operating condition as may be required by applicable law. Tenant will not engage in any activity or keep in, upon or about the Leased Premises and will use commercially reasonable efforts to prevent any activity from being conducted and things from being kept in, upon or about the Leased Premises or permit any nature of construction or any other condition at the Leased Premises which would cause any fire and extended coverage insurance to be canceled, or the rate therefor increased (or at Landlord's option Tenant will upon demand pay any such increase); and will not make any unlawful use of the Leased Premises and shall use commercially reasonable efforts to prevent any unlawful use thereof. In addition, Tenant shall not use the Leased Premises for any of the prohibited uses set forth on **Exhibit "C".**

ARTICLE VII
Assignment and Subletting

Section 7.1. Limitation on Assignment or Subleasing. In no event shall Tenant, nor Tenant's legal representatives or successors in interest by operation of law or otherwise, assign or sublet this Lease or any part thereof, or mortgage, pledge or hypothecate its leasehold interest or-grant any concession or license within the Leased Premises without the prior express written permission of Landlord, and any attempt to do any of the foregoing without the prior express written permission of Landlord shall be void and of no effect. This prohibition against assigning shall be construed to include a prohibition against any assignment by operation of law. Notwithstanding the foregoing, Landlord hereby recognizes that (i) Tenant may assign or sublet this Lease to any affiliate or subsidiary of Tenant, provided that no assignment to any such affiliate or subsidiary will in any way affect Tenant's obligations or liabilities under this Lease, (ii) Tenant will enter into certain agreements with certain third-party vendors providing concessions, security, gifts and/or souvenirs tied to Tenant's Permitted Use of the Leased Premises and (iii) Tenant may engage in short term rentals of some or all of the Leased Premises to third parties for events that are within the scope of Tenant's Permitted Use, and such agreements and short-term rentals shall not require Landlord's written permission pursuant to this Section 7.1. Further, nothing herein shall be deemed to prohibit Tenant from entering into a Leasehold Mortgage pursuant to the terms set forth in Section 2.3 hereof. No foreclosure of a Leasehold Mortgage, conveyance or assignment in lieu thereof, or other exercise of remedies thereunder, and no

transfer of the leasehold estate to the Leasehold Mortgagee, its designee or the purchaser at a foreclosure sale, shall require Landlord's consent or constitute a default under this Lease.

ARTICLE VIII
Repair and Maintenance

Section 8.1. Landlord - No Duty to Maintain or Repair. Landlord will have no duty to repair or maintain the Leased Premises or any portion thereof, including the leased land or any improvements placed at or constituting any portion of the Leased Premises.

Section 8.2. Tenant – Maintenance and Repair of Damage to Leased Premises. Tenant shall have an obligation to maintain the Leased Premises and a separate continuing obligation to maintain the Tenant Improvements, once constructed. All damage to any part of the Leased Premises (including, without limitation, buildings, parking lots, driveways, sidewalk improvements, if any, as well as any other improvements constructed by Landlord or Tenant) will be promptly repaired and all maintenance thereon will be performed and replacements and renewals thereof will be made by Tenant at Tenant's sole cost and expense; Tenant shall maintain, replace, renew and repair at its sole cost and expense all aspects of the Leased Premises in the same condition as initially constructed, or updated, and to be suitable for Tenant's intended commercial purpose and occupancy; and Tenant will at its sole cost and expense perform all maintenance and make all repairs, renewals and replacements with respect to the Leased Premises, including but not limited to heating and air conditioning equipment, electrical equipment and fixtures, plumbing fixtures and equipment, wiring (including that within walls or ceiling or under flooring or floor covering), and utility lines (including, without limitation, water lines, sanitary sewer lines, telecommunications lines, and gas lines), serving the Leased Premises. Tenant will maintain all landscaping at or about the Leased Premises in a neat and attractive condition. Tenant shall also perform periodic extermination and pest control within the Leased Premises to keep them free from insect and vermin infestation. All maintenance, repairs, replacements and renewals shall be done with high quality materials and workmanship and shall be done in accordance with the then existing federal, state and local regulations regarding health and safety.

Section 8.3 Solid Waste Disposal. Tenant will provide suitable trash containers in suitable number. Tenant shall be responsible for the disposal of all trash and waste of any kind associated with the operations at the Leased Premises (whether or not such is generated by Tenant or its subtenants, customers or invitees); such trash disposal facilities shall be located in an enclosed area within the Leased Premises approved by Landlord in writing.

Section 8.4 Landlord's Right to Repair or Maintain. At Landlord's option, if Landlord, in its reasonable discretion, considers necessary any repairs, maintenance, renewals or replacements required by the provisions of this Lease to be made or provided by Tenant, Landlord may request that Tenant make such repairs or perform such maintenance or provide such renewal or replacements, and, upon Tenant's failure or refusal to do so within thirty (30) days after written notice from Landlord (and in any event in case of an emergency irrespective of whether Landlord shall have requested or obtained Tenant's prior consent), Landlord, at Landlord's option, shall have the right (but shall not be obligated), either itself or through a third party contractor, to make such repair, perform such maintenance or provide such renewal or replacement; thereupon Tenant will, at Landlord's election, within ten (10) days of Landlord's demand pay (or reimburse Landlord for) the actual cost thereby incurred by Landlord; and in addition, Tenant shall pay Landlord interest at rate set forth in Section 4.4 from the date such costs are incurred until paid by Tenant. For these purposes an "emergency" shall be deemed to exist if, in the good faith judgment of Landlord, prompt action is needed in order to prevent death, bodily injury or property damage. If Landlord makes any such repairs, performs any such maintenance, or provides any such renewal or replacement, or undertakes to do so (or engages any third-party contractors to do so), then Landlord shall not be liable to

Tenant for any loss or damage that may occur to Tenant's merchandise, fixtures or other property or to Tenant's business incident to such action by Landlord except to the extent such loss or damage arises out of Landlord's gross negligence or intentional misconduct.

Section 8.5. Tenant's Additional Maintenance Obligations. Tenant will not commit or permit and shall prevent waste in or upon the Leased Premises and will not injure the Leased Premises but will maintain the Leased Premises in a clean, attractive condition and in good repair. Upon termination of this Lease, Tenant will also surrender to Landlord all keys and other access devices to any remaining Tenant Improvements that Landlord elected to retain, on the Leased Premises at the place stated herein for the payment and inform Landlord, in writing, of all combinations on locks, safes and vaults, if any, remaining at the Leased Premises.

Section 8.6. Landlord's Right of Entry. Landlord (and any mortgagee or Deed of Trust beneficiary as to the Leased Premises) and their respective agents, contractors and representatives will have a right to enter the Leased Premises during normal business hours to inspect the condition thereof, to make necessary or desirable repairs and improvements to the extent permitted under this Lease, and for other lawful purposes without the same constituting an eviction of Tenant or any other occupant in whole or in part; provided however, such right shall not be exercised in a manner which would unreasonably interfere with Tenant's conduct of its business at the Leased Premises. Notwithstanding the foregoing, in case of an emergency, Landlord shall have the right to enter the Leased Premises at any time; provided that, whether in the case of an emergency or not, under no circumstances shall Landlord be permitted to enter animal holding areas unless accompanied by a Tenant staff member. When entering animal holding areas, Landlord and its representatives agree to follow the direction and supervision of Tenant's staff members, including wearing any protective gear as directed by Tenant's staff members.

Section 8.7. Mechanic's Liens. Tenant shall not be deemed to be the agent or representative of, or the contractor for, Landlord in making any alterations, additions or improvements to the Leased Premises, and shall have no power or authority to encumber any interest in the Leased Premises, except as expressly permitted herein. Tenant shall not permit or suffer any laborer's, materialman's, mechanic's or other similar liens to be filed or otherwise imposed on any part of the Leased Premises. If any laborer's, materialman's, mechanic's or other similar lien or claim thereof is filed and if Tenant does not cause such lien to be released and discharged forthwith, or file a bond approved by Landlord in lieu thereof, on demand by Landlord (but in all events prior to foreclosure thereof, or any interest of Landlord therein, or the imposition of a civil or criminal fine with respect thereto), same shall constitute an Event of Default, and Landlord shall have the right, at its option, in addition to and cumulative of the rights and remedies provided in this Lease, without the necessity of any notice or demand, to vacate or release the same, including to pay all sums to obtain such release and discharge and Tenant shall reimburse Landlord for the same upon demand together with interest thereon at rate set forth in Section 4.4 from the date such costs are incurred until paid by Tenant. Tenant hereby agrees to indemnify, defend and hold harmless the Landlord, at Tenant's sole cost and expense, against any actions, lawsuits or proceedings brought against the Landlord as a result of liens filed against the Leased Premises due to the actions of Tenant and its employees and contractors, and the Tenant hereby agrees to indemnify, defend, and hold harmless the Landlord against any such liens or claims of liens, and agrees to pay any judgment or lien against the Landlord or the Landlord's property resulting from any such actions, suits, or proceedings brought to enforce any such lien or claim. Nothing contained herein, however, shall imply any consent or agreement on the part of Landlord or anyone holding under Landlord to subject Landlord's interest to liability under any mechanic's or other lien law, regardless of whether the performance or furnishing of such work, labor, services or materials to Tenant or anyone holding under Tenant shall have been consented to by Landlord.

Section 8.8 Common Area Maintenance. Tenant and future tenants of the Future Development Area, once developed, shall contribute a prorated share for maintenance of the common areas and

improvements (the "Common Elements") identified in **Exhibit "D"** attached hereto and made a part hereof by this reference, based upon the acreage of the Leased Premises as a percentage of the overall Banana River Parcel. Prior to the development of the Future Development Area (where future tenants would occupy other parcels), Tenant shall be responsible for the entire cost of maintenance of the Common Elements that were installed by Tenant. Landlord shall be responsible for maintaining the Access Drive and the Stormwater Improvements set forth in Section 6.3 of the Development Agreement.

ARTICLE IX
Additions and Fixtures

Section 9.1. Alterations. Tenant shall not make and shall prevent from being made any alterations or additions to the Leased Premises not specifically contemplated in the Development Agreement without the prior written consent of Landlord; provided that Tenant shall be permitted to make the following alterations or modifications of the Leased Premises without the prior consent of Landlord as long as they do not require a modification to or a new building permit: (i) such alterations and modifications as are necessary or desirable in connection with the updating, removal or refreshing of exhibits within the Project, (ii) updates and changes to the landscaping of the Leased Premises, (iii) changes to signage both on the exterior and interior of the Project, and (iv) such other changes, alterations, modifications and additions as are necessary or desirable in the normal course of operation of an aquarium consistent with the Development Approvals (defined in the Development Agreement) and Tenant's Permitted Use.

Section 9.2. Removable Trade Fixtures. At the termination of the Lease, Tenant may remove all "Removable Trade Fixtures", as hereinafter defined, (excluding, however, ducts, conduits, wiring, pipes, paneling or other wall covering or floor covering), and, in addition to other applicable provisions of this Lease regarding such removal, the following shall apply: (1) Such removal must be made prior to the termination of the Lease Term; and (2) such removal must be effected without damage to the Leased Premises and Tenant must promptly repair all damage caused by such removal. For the purposes hereof, the phrase "Removable Trade Fixtures" means the following, whether or not affixed, and located within the building(s) on the Leased Premises: all of Tenant's signs, computers and all peripherals and accessories, tables, furniture, furnishings, chairs, desks, racks, decorations, standards, rugs and removable floor coverings, office equipment and appliances, and any other items that can be removed with no damage, or minor damage that can be repaired (such as pumps, tanks, aeration and similar systems, etc.).

ARTICLE X
Fire and Destruction of Leased Premises

Section 10.1. Tenant's Obligations. In the event of a Major Casualty (as defined below) to the Leased Premises or any portion thereof, and subject to the terms of any Leasehold Mortgage, Landlord and Tenant shall each have the right to terminate the Lease, by giving written notice to the other of them within fifteen (15) days after the date of such casualty or damage. As used herein, the term "Major Casualty" shall mean a casualty in which more than 70% of the Premises is destroyed. If neither Landlord nor Tenant elects to terminate, Tenant shall immediately repair and reconstruct the Leased Premises to substantially the same condition in which they existed immediately prior to such damage or destruction. If Tenant fails to remove all such damage or destruction or take such action as is necessary to place the Leased Premises in a safe condition within thirty (30) days (or as soon as reasonably practical thereafter following diligent efforts by Tenant) following such damage or destruction, Landlord shall have the right (but no obligation) to do so, whereupon Tenant shall be liable to pay Landlord, upon demand, the cost and expense incurred by Landlord in accomplishing such action. Any failure by Tenant to make such payment to Landlord may be treated by Landlord as a default by Tenant hereunder. Notwithstanding any provisions of this Agreement to the contrary, if the Leased Premises is damaged by fire or other casualty resulting from the fault or negligence of Tenant or any of Tenant's agents, employees, contractors, subtenants, licensees or invitees, Tenant shall

be liable to Landlord for the cost and expense of the repair and restoration of the Leased Premises in order to comply with Section 2.3 of this Lease to the extent such cost and expenses are not covered by insurance proceeds actually received by Landlord.

ARTICLE XI
Insurance, Liability and Indemnity

Section 11.1. Indemnity. To the fullest extent permitted by law, the Tenant will indemnify, defend or protect by counsel selected by Landlord, and hold harmless the Landlord and its respective agents, officers, directors, members, affiliates, managers, lenders, mortgagees, employees, guests, licensees and invitees and their successors and assigns (each of which is sometimes referred to herein as an "Indemnified Party") in full from and against all claims, demands, causes of action, proceedings, injuries to or death of any person or damage to any property, penalties, damages, liabilities, losses, liens and expenses, including but not limited to attorneys' and consultants' fees and expenses ("Liabilities") arising out of or resulting, in whole or in part, from the acts or omissions of the Tenant or its subtenants, or their respective members, shareholders, owners, directors, officers, employees, affiliates, agents, representatives, invitees, guests, subcontractors, suppliers or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, or anyone claiming by, through or under any of them, associated with the Leased Premises or any improvements to other areas constructed by Tenant off-site, REGARDLESS OF WHETHER SUCH LIABILITIES IS CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT ACTS OR OMISSIONS OF LANDLORD OR ANYONE FOR WHOSE ACTS LANDLORD MAY BE LIABLE. IT IS UNDERSTOOD AND AGREED THAT THIS INDEMNITY AND RELEASE COVERS CLAIMS BASED ON THE NEGLIGENCE (INCLUDING WITHOUT LIMITATION THE CONTRIBUTORY OR SOLE NEGLIGENCE), OR STRICT LIABILITY OF THE LANDLORD AND OTHER INDEMNIFIED PARTIES.

Section 11.2. Indemnification for Hazardous Materials. Tenant covenants and agrees to indemnify, defend and hold harmless Landlord and the Indemnified Parties against and from any and all damages, losses, liabilities, obligations, penalties, claims, judgments, or expenses, of every kind and nature whatsoever, which may be at any time incurred by or asserted against any Indemnified Party, which relate directly to a violation of any applicable present or future laws, statutes, treaties, rules, regulations, orders, ordinances, permits, licenses, judgments or decrees enacted by any Governmental Authority to regulate any materials, wastes and/or substances in the environment, ("Environmental Laws") at or within the Leased Premises by Tenant, any subtenant or either of their respective agents or employees, including, without limitation: (1) Any and all costs associated with the removal of any substance, waste, or material now or hereafter determined or identified by any applicable Governmental Authority to pose a risk of injury to health, safety and/or property, including but not limited to (i) all materials, wastes and substances now or hereafter designated as hazardous or toxic by the United States Environmental Protection Agency, the United States Department of Labor, the United States Department of Transportation or any other Governmental Authority, (ii) all materials, wastes and substances now or hereafter designated or defined as hazardous, extremely hazardous or toxic pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 6901, *et seq.),* or any other Environmental Laws, and (iii) asbestos, urea formaldehyde, polychlorinated biphenyls, and petroleum products ("Hazardous Material") from, or the clean-up of, all or any portion of the Leased Premises in accordance with applicable Environmental Laws; (2) Any and all liabilities, obligations, losses, damages, penalties, claims, judgments and expenses incurred or suffered by any Indemnified Party in connection with any restoration of; or any alteration, improvement, or repair to, all or any portion of the Leased Premises or any surrounding area, which may be directly or indirectly required in order to comply with any applicable Environmental Laws; (3) Any and all actual and direct penalties, damages, losses, liabilities, obligations, claims, judgments, and expenses (including, but not limited to, attorneys' fees) incurred or suffered by, or asserted against, any Indemnified Party in connection with any proceeding by any Governmental Authority or any other person

against any Indemnified Party which in any way is related to the existence of any Hazardous Material on, under or in the Leased Premises, any portion hereof, or any violation or alleged violation of any Environmental Laws by the Tenant, a subtenant or either of their respective agents or employees, or the Leased Premises or any portion thereof; and (4) Any and all costs and expenses (including, but not limited to, attorneys' fees) incurred by any Indemnified Party in enforcing this Lease.

Section 11.3. Waiver of Subrogation. In the event that either Landlord or Tenant sustains a loss by reason of fire or other casualty which is covered (or could have been covered) by a fire and extended coverage insurance policy or other insurance policy or rider thereto, and such fire or casualty is caused in whole or in part by acts or omissions of the other party, its agents, servants or employees, then the party sustaining such loss agrees to look solely to its insurance proceeds (if any); and such party shall have no claim or right of recovery against the other party to this Lease, or its agents, servants or employees; and no third party shall have any claim or right of recovery by way of subrogation or assignment or otherwise.

Section 11.4. Tenant's Required Insurance – Property and Casualty. Tenant agrees to purchase and maintain at all times during the Lease Term a policy of fire, extended coverage, vandalism and malicious mischief (or "all risk") insurance coverage on all of the Leased Premises including, without limitation, the buildings, improvements, alterations and additions which are a part thereof. Such property shall be insured on a full replacement cost basis and Tenant shall satisfy any and all co-insurance requirements. The amount of coverage provided under such policy shall be modified periodically so that the amount of such coverage is at all times not less than one hundred percent (100%) of replacement cost (without deduction for depreciation), including, without limitation, such added replacement costs as may result by reason of any change or changes in applicable ordinances or building codes. Such insurance shall satisfy any and all coinsurance requirements.

Section 11.5. Tenant's Required Insurance. Tenant will throughout the Term (and any other period when Tenant is in possession of the Leased Premises) carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, in the amounts specified with deductible amounts reasonably satisfactory to Landlord and naming Landlord as an additional insured (with the exception of Workers' Compensation):

(a) Commercial General Liability Insurance. Commercial general liability ("CGL") insurance covering claims arising from personal injury, death and property damage occurring in or about the Leased Premises, with minimum limits of $1,000,000 per occurrence and $2,000,000 general aggregate. The CGL policy shall include contractual liability coverage.

(b) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance with a limit of not less than $1,000,000 per occurrence for bodily injury, $500,000 per person and $100,000 property damage or a combined single limit of $1,000,000 for both owned and non-owned vehicles.

(c) Umbrella Coverage. Tenant shall also carry and maintain umbrella coverage with a limit of not less than $2,000,000 per occurrence.

(d) Property Insurance. Insurance of personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements and betterments made by Tenant on a replacement cost basis, with coverage equal to not less than ninety percent (90%) of the full replacement value of all insured property. In the event any casualty occurs, Tenant agrees to pay the difference between the insurance coverage required to be maintained by this subparagraph 11.1(d) and an insurance policy offering coverage of one hundred percent (100%) of the full replacement value of the insured property.

(e) Workers' Compensation. Workers' compensation insurance covering all employees of Tenant, in a manner and at coverage limits required by the laws of the State of Florida, and employers' liability coverage for bodily injury by disease per employee for bodily injury by disease policy limit.

(f) The phrase "Required Policy" shall mean the policies of insurance required to be maintained by Tenant under the terms of this Lease. Each Required Policy shall be written by a company reasonably satisfactory to Landlord. Each Required Policy shall name Landlord and/or its designee(s) as loss payee; shall be primary and non-contributory from any other policy of insurance available to Landlord; and shall contain a waiver of subrogation provision in favor of Landlord. All Required Policies shall be endorsed so as to require thirty (30) days' prior written notice to Landlord, given in the manner set forth in Article XVIII hereof, in the event of cancellation, material change or intent not to renew. Each Required Policy (other than the worker's compensation policies) shall name Landlord as additional insured. Tenant agrees to deliver to Landlord and/or Landlord's designee a certificate of insurance, in form and substance acceptable to Landlord, evidencing the required coverage for any Required Policy simultaneous with the execution of this Lease. At all times during the Term (and prior thereto as applicable), Tenant shall cause the required evidence of coverage on all Required Policies to be deposited with Landlord. If Tenant fails to obtain and maintain the insurance required under this Lease, such failure may be treated by Landlord as an Event of Default by Tenant, and, if Tenant does not cure such failure or nonconformity within five (5) days after written notice from Landlord, Landlord, in addition to any other remedy under this Lease, shall have the right (but not the obligation) to purchase and maintain such Required Policy for the account of Tenant, and if Landlord does so and gives notice thereof to Tenant, then Tenant shall be obligated to pay Landlord the amount of the premium and any other costs and expenses incurred by Landlord applicable to such required policy, together with interest thereon from the date incurred by Landlord until paid by Tenant at the rate specified in Section 4.4 of the Lease, within five (5) days following any such notice from Landlord. Any failure of Tenant to make such payment to Landlord may be treated by Landlord as an Event of Default by Tenant hereunder. The insurance required to be carried by Tenant pursuant to this Lease may be carried under policies of blanket insurance that may cover other liabilities and locations; provided, however, in all other respects, each of such policies shall comply with the provisions of this Lease.

Section 11.6. Intentionally deleted.

Section 11.7. Landlord's Liability. Landlord, and its agents, employees, representatives, and their respective shareholders, members, partners, affiliates and subsidiaries, and any directors, officers, employees, agents and contractors of any of the foregoing (collectively, the "Landlord Parties") shall not be liable for any damage to or loss to any person or merchandise, fixtures, inventory, equipment or other personal property placed in, on or about the Leased Premises by Tenant or others, resulting from fire, theft, explosion, flood, windstorm or other casualty caused by act of God, public enemy, injunction, riot, strike, insurrection, war, terrorism, court order, requisition, order of governmental body or authority, the operations during construction of any public or quasi-public work or for any damage or any cause beyond Landlord's control. All property kept or stored within the Leased Premises shall be kept or stored at the risk of Tenant only, and Tenant shall indemnify and hold Landlord Parties harmless from any claims arising out of damage to or loss or theft of the same, including subrogation claims by Tenant's insurer, if any, unless such damage shall be proximately caused solely by the gross negligence or willful misconduct of the Landlord.

Section 11.8. Sovereign Immunity. Notwithstanding any other provision set forth in this Lease, nothing contained in this Lease shall be construed as a waiver of Landlord's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the Landlord's potential liability under state or federal law. As such, Landlord shall not be liable under this Lease for punitive damages or interest for the period before judgment. Further, Landlord shall not be liable for any claim or judgment, or portion thereof, to any one person, or incident or occurrence, in excess of those sums provided by law. This Section shall survive termination of this Lease.

Section 11.9. Notice of Casualty or Defect. Tenant shall give immediate notice to Landlord in the event of fire or other accidents or casualties in, on or around the Leased Premises, and further, Tenant shall give immediate notice to Landlord of any defects in any of the fixtures or equipment located in, on or around the Leased Premises.

ARTICLE XII
Default, Remedies and Determination of Damages

Section 12.1. Event of Default. Each of the following acts or omissions of Tenant, or occurrences shall constitute an "Event of Default":

(a) Failure or refusal by Tenant to timely pay any sum of money when due hereunder following ten (10) days' written notice; or

(b) Failure or refusal by Tenant to timely perform or observe any other covenant, duty or obligation of Tenant under this Lease and such failure continues beyond the expiration of thirty (30) days following notice to Tenant of such Event of Default. However, in the event such other covenant, duty or obligation reasonably requires more than thirty (30) days for the curing thereof, such failure to cure shall not be deemed to be an "Event of Default" if Tenant shall have commenced the curing of such failure within such thirty (30) day period and having commenced such curing carries forward the curing thereof to completion with reasonable diligence for a reasonable period of time thereafter; or

(c) The entry of a decree or order for relief by a court having jurisdiction over Tenant or any guarantor of Tenant's obligations hereunder in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law which is not discharged within sixty (60) days, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Tenant or any guarantor of Tenant's obligations hereunder which is not discharged within sixty (60) days or for any substantial part of either of said parties' property, or ordering the winding up or liquidation of either of said parties' affairs;

(d) The commencement by Tenant or any guarantor of Tenant's obligations hereunder of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by either of said parties to the appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of any substantial part of the property of Tenant or any guarantor of Tenant's obligations hereunder, or to the taking possession of any such property by any such functionary or the making of any assignment for the benefit of creditors by either Tenant or any guarantor of Tenant's obligations hereunder, or the failure of Tenant or any guarantor of Tenant's obligations hereunder generally to pay its debts as such debts become due, or the taking of corporate action by any corporate Tenant or any corporate guarantor of Tenant's obligations hereunder in furtherance of any of the foregoing, provided that the Lease shall not be subject to termination provided that a Leasehold Mortgagee is performing the monetary obligations of Tenant.

(e) A default by the Tenant of a material term, covenant, warranty or undertaking of the Development Agreement, which is not cured after any required notice and/or cure period, including notice and cure periods provided in a Leasehold Mortgage.

(f) That certain easement agreement recorded in Deed Book 687, Page(s) 846-851, of Brevard County, Florida (the "Easement") is not terminated and the consent given to Tenant to operate the Tenant Improvements at the Leased Premises which is subject to the Easement is subsequently rescinded.

Section 12.2. Remedies. This Lease and the term and estate hereby granted and the demise hereby made are subject to the limitation that if and whenever any Event of Default shall occur, and after such notice, if any, as is provided in Section 12.1., Landlord may, at its option, in addition to all other rights and remedies given hereunder or by law or equity, subject to Exhibit B, do any one or more of the following:

(a) Terminate this Lease, upon which Tenant shall immediately surrender possession of the Leased Premises to Landlord, and in which event neither Landlord nor Tenant will have any further obligations hereunder, provided that no termination of this Lease shall terminate, extinguish or impair the rights of any Leasehold Mortgagee under this Lease or Exhibit B, or any provision hereof that by its terms survives termination;

(b) Enter upon and take possession of the Leased Premises and expel or remove Tenant and any other occupant therefrom, with or without having terminated the Lease;

(c) Landlord may retain the Security Deposit to the extent necessary to make good any arrears of Base Rent or Additional Rent and any other damage, injury, expense or liability caused to Landlord by such Event of Default pursuant to Section 4.5(a) above, and draw upon the Letter of Credit for any improvements not completed by Tenant as required to be made pursuant to Section 4.5(b) above;

(d) Exercise any other remedies as may be permitted under applicable law.

Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Leased Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant. To the extent of any inconsistency between this Lease and any statutory or common law, it is the agreement of the parties that, to the extent parties are permitted to contract otherwise, this Lease shall prevail. Tenant agrees that any re-entry by Landlord may be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings, as Landlord may elect, and Landlord shall not be liable in trespass or otherwise.

Section 12.3 Landlord's Right to Cure. If Tenant should fail to make any payment or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Leased Premises for such purpose), and thereupon Tenant shall be obligated to, and hereby agrees to pay Landlord, upon demand, all reasonable costs, expenses and disbursements incurred by Landlord in taking such remedial action together with interest on such sums from the date incurred by Landlord until the date paid by Tenant at the rate set forth in Section 4.4 of this Lease.

Section 12.4 Damages.

(a) In the event Landlord elects to terminate the Lease by reason of an Event of Default, then Tenant shall be liable for and shall pay to Landlord, as damages a sum of money equal to the total of (i) the cost of recovering the Leased Premises (including attorneys' fees and costs of suit), (ii) the cost of removing and storing any personal property, and (iii) any other sum of money and damages owed by Tenant to Landlord under this Lease.

(b) In the Event of Default and if Landlord elects to terminate Tenant's right to possession of the Leased Premises without terminating the Lease, Landlord may instead hold Tenant liable for all rent and other indebtedness accrued to the date of such termination, plus such rent and other indebtedness as would otherwise have been required to be paid by Tenant to Landlord during the period following termination of Tenant's right to possession of the Leased Premises measured from the date of such termination of possession by Landlord until the date which would have been the date of expiration of the Lease Term (had Landlord not elected to terminate Tenant's right to possession on account of such Event of Default) diminished by any net sums thereafter received by Landlord through reletting the Leased Premises during said period (after deducting expenses incurred by Landlord in connection with the same). Actions to collect amounts due by Tenant provided for in this paragraph of Section 12.4 may be brought from time to time by Landlord during the aforesaid period, on one or more occasions; and in no event shall Tenant be entitled to any excess of rent (or rent plus other sums) obtained by reletting over and above the rent herein reserved. Landlord has a duty to mitigate its damages pursuant to Section 12.7 of this Lease.

c. In case of an Event of Default, Tenant shall also be liable for and shall pay to Landlord, in addition to any sum provided to be paid above: customary broker's fees incurred by Landlord in connection with reletting the whole or any part of the Leased Premises; the costs of removing and storing Tenant's or other occupant's property; the costs of repairing improvements to the Leased Premises (but not remodeling or otherwise altering the same), and all reasonable expenses incurred by Landlord in enforcing Landlord's remedies.

Section 12.5. Notice of Default to Landlord. In the event of any default of this Lease by Landlord, Tenant's exclusive remedy shall be an action for damages and/or an action for injunctive relief (Tenant hereby waiving the benefit of any laws granting it the right to terminate this Lease, or any right to a lien upon the property of Landlord and/or upon rental due Landlord), but prior to Tenant bringing any action against Landlord, Tenant will give Landlord written notice specifying Landlord's default with particularity, and Landlord shall thereupon have a period of thirty (30) days (or as soon as reasonably practical thereafter following diligent efforts by Landlord), in which to commence to cure any such default. Unless and until Landlord fails so to commence to cure any default after such notice or having so commenced thereafter fails to exercise reasonable diligence to complete such curing, Tenant shall not have any remedy or cause of action by reason thereof.

Section 12.6. Attorney's Fees. If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Lease, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Lease, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

Section 12.7. Landlord's Duty to Mitigate Damages.

(a) Landlord shall have a duty to mitigate damages under this Lease. In furtherance thereof, Landlord shall use commercially reasonable efforts to relet the Leased Premises on such terms and conditions as Landlord in its good faith judgment may determine (including without limitation a term different than the Term, rental concessions, alterations and repair of the Leased Premises) and Tenant agrees that Landlord shall not be liable, nor shall Tenant's obligations hereunder be diminished, because of Landlord's failure to actually relet the Leased Premises or collect rent due with respect to such reletting so long as Landlord has fulfilled its duty to make a "reasonable attempt" to relet. In no event shall Tenant be

entitled to any rents received by Landlord. Notwithstanding the foregoing, Landlord and Tenant hereby recognize that the Tenant's Permitted Use is unique, and it may be unlikely that the Landlord will be able to re-let the Leased Premises without removing the Tenant Improvements.

(b) Landlord and Tenant agree that Landlord shall be conclusively deemed to have made a "reasonable attempt" to relet the Leased Premises by doing the following: (i) posting a "For Lease" sign on the Leased Premises, (ii) advising Landlord's leasing staff (if any) of the availability of the Leased Premises; and (iii) advising at least one commercial brokerage entity familiar with the market in which the Leased Premises is located of the availability of the Leased Premises. In any proceeding in which Landlord's compliance with this Section is at issue, Landlord shall be presumed to have used its reasonable efforts to relet the Leased Premises and Tenant shall bear the burden of proof to establish that such reasonable efforts were not used.

(c) Landlord shall not in any event be required to give any preference or priority to the leasing of the Leased Premises over any other space that Landlord may have available. Landlord shall not be required to: (i) take any instruction or advice given by Tenant regarding reletting the Leased Premises; (ii) accept any proposed tenant unless such tenant has a creditworthiness acceptable to Landlord in its sole discretion; (iii) accept any proposed tenant unless such tenant leases the entire Leased Premises upon terms and conditions satisfactory to Landlord in its sole discretion (after giving consideration to all expenditures by Landlord for tenant improvements, broker's commissions and other leasing costs); or (iv) consent to any assignment or sublease for a period which extends beyond the expiration of the current Lease Term or which Landlord would not otherwise be required to consent to under the provisions of this Lease.

(d) If Landlord receives any payments from the reletting of the Leased Premises, any such payments shall first be applied to any costs or expenses incurred by Landlord as a result of Tenant's Event of Default under the Lease, including but not limited to brokerage fees, attorney fees, and construction expenses relating to reletting the Leased Premises.

ARTICLE XIII
No Waiver

Section 13.1. No Waiver. Neither Landlord's acceptance of rent or any other sums payable by Tenant hereunder (or any portion thereof), nor failure by Landlord or Tenant to complain of any action, nonaction or default of the other shall constitute a waiver as to any breach of any covenant or condition contained herein nor a waiver of any of Landlord's or Tenant's rights hereunder. Waiver by Landlord or Tenant of any right for any default of the other shall not constitute a waiver of any right for either a prior or subsequent default of the same obligation or for any prior or subsequent default of any other obligation. No right or remedy of Landlord or Tenant hereunder or covenant, duty or obligation hereunder shall be deemed waived unless such waiver be in writing and signed by the party against whom the waiver is sought to be enforced.

ARTICLE XIV
Landlord Tenant Relation

Section 14.1. Landlord and Tenant Relationship. The relation created by this Lease is that of landlord and tenant. No provision of this Lease shall be construed in such a way as to make Landlord and Tenant joint venturers or partners or to make Tenant the agent of Landlord or to make Landlord liable for the debts of Tenant.

ARTICLE XV
Eminent Domain

Section 15.1. Notice of Taking. For purposes of this Lease, the term "Taking" shall mean any taking of the title to, access to, or use of the Leased Premises or any portion thereof by any Governmental Authority or any conveyance under the threat thereof, for any public, quasi-public, or private use or purpose. A Taking may be total or partial, permanent or temporary. Upon receipt by either the Landlord or the Tenant of any notice of Taking, or the institution of any proceedings for Taking the Leased Premises, or any portion thereof, the party receiving such notice shall promptly give notice thereof to the other, and such other party may also appear in such proceeding and may be represented by an attorney.

Section 15.2 Total Taking. In the event of a permanent Taking by a governmental entity, other than the Landlord, of the fee simple interest or title of the Leased Premises, or control of the entire leasehold estate hereunder (a "Total Taking"), the Award (as defined below), subject to the terms of any Leasehold Mortgage, shall be distributed in accordance with Section 15.4 of this Lease. In the event of a Total Taking, this Lease shall thereupon terminate as of the effective date of such Total Taking, without liability or further recourse to the parties, provided that any and all obligations of Tenant under this Lease as of the date of the Total Taking have been fully and completely complied with by Tenant as of the date of said Total Taking, otherwise Tenant hereby agrees that an appropriate amount of its portion of the Award (as defined herein) shall be paid to Landlord for the underlying land of the Leased Premises. Tenant's share of any award or payment (including the value of the leasehold estate and the Tenant Improvements) shall be paid directly to the Leasehold Mortgagee for application as provided in the Leasehold Mortgage and the Leasehold Mortgagee shall be a party in interest in any such proceeding and no settlement shall be made without its consent.

Section 15.3. Material Partial Taking. If, in the event of a partial Taking of less than the entire Leased Premises, the remaining portion of the Leased Premises not so taken cannot be adequately restored, repaired or reconstructed so as to reasonably constitute a complete architectural unit of substantially the same usefulness, design, construction, and commercial feasibility of the Tenant Improvements existing for the Tenant's Permitted Use, as immediately before such Taking (a "Material Partial Taking"), then Tenant shall have the right, to be exercised by written notice to Landlord within one hundred twenty (120) days after the date of Taking, to terminate this Lease on a date to be specified in said notice, which date shall not be earlier than the date of such Taking and shall be no later than one hundred eighty (180) days after the date of such Taking, in which case Tenant shall pay and shall satisfy all Base Rent and Additional Rent due and accrued hereunder up to the date of such termination and shall perform all of the obligations of Tenant hereunder to such date, and thereupon this Lease and the term herein Leased shall cease and terminate. For purposes of clarification, the Tenant may elect to terminate the Lease on the date of the Material Partial Taking or may elect to terminate the Lease after the date of Taking per the time periods set forth above.

Section 15.4 Award. The full amount of any award whether *pro tanto* or final for any Taking (the "Award"), shall, notwithstanding any allocation made by the awarding authority, be paid and allocated as set forth below, provided that there shall first be deducted from the Award the following, in the order stated: (1) all reasonable fees and expenses of collection, including reasonable attorneys' fees and experts' fees, which shall be paid to the party which has paid such fees and expenses and/or undertaken such work, (2) any unpaid fees or expense due to the Landlord, or due to a third-party, which Landlord will be ultimately responsible for, and (3) with respect to the balance of such Award, Landlord and Tenant shall be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, with consideration given to the fact that the Landlord's interest in the Leased Premises is not limited to the Land encumbered by this Lease, but also the reversionary interest in the Leased Premises upon expiration of the Term in accordance with the terms hereof. Nothing contained herein shall be deemed to restrict or prohibit Tenant from making a separate claim against the condemning authority for moving expenses, loss of business, and any other awards to which it may be entitled separately from any award due to Landlord as long as such award to Tenant does

not diminish Landlord's award. Tenant and Landlord agree to coordinate in good faith regarding any efforts to pursue claims against any condemning authority pursuant to this Article 15.

ARTICLE XVI
Holding Over

Section 16.1. Holdover Tenancy. If Tenant remains in possession of the Leased Premises after expiration of the Initial Lease Term or any Renewal Term without Landlord's written consent and without any express agreement between Landlord and Tenant on an extension of the Term, Tenant shall be a tenant at sufferance as provided in §83.04, Florida Statutes, and such tenancy shall be subject to the provisions thereof, except that base rent during the holdover period shall be one hundred fifty percent (150%) of the Base Rent and any Additional Rent in effect during the final month of the Initial Lease Term or any Renewal Term as the case may be, for the first thirty (30) days and two hundred percent (200%) of the Base Rent and any Additional Rent in effect during the final month of the Initial Lease Term or Renewal Term for any period of time thereafter. In addition to and not limiting any other rights or remedies which Landlord may have on account of Tenant holding over without written consent of Landlord, Tenant shall be liable for any and all direct and consequential damages incurred by Landlord on account of such unapproved holding over including claims by tenants entitled to future possession. Nothing in this paragraph shall be construed as the consent of Landlord to Tenant's possession of the Leased Premises after the expiration of the Initial Lease Term or any Renewal Term.

ARTICLE XVII
Landlord's Mortgagee

Section 17.1. Subordination. Tenant agrees that its interest under this Lease shall be subordinate to any mortgage, deed of trust or similar agreement hereafter placed upon the Leased Premises by Landlord if the mortgagee or beneficiary under said deed of trust or lender for whose benefit any other security agreement is created so elects, provided that so long as Tenant is not in default under the terms of this Lease said mortgagee or beneficiary will not disturb the tenancy created herein, and, upon notice to Tenant of such election, Tenant will execute any instruments required to evidence such subordination. Likewise, such mortgagee or beneficiary under said deed of trust or lender for whose benefit any other security agreement is created may elect, by notice to Tenant, to make this Lease superior to such mortgage or deed of trust or other security agreement; and in the event of any such election, Tenant will execute any instruments required to evidence such superiority.

Section 17.2. Landlord's Mortgage. For purposes of this Article, the term "Landlord's Mortgagee" means any party holding a mortgage or deed of trust on the Leased Premises who has given Tenant written notice that such party holds such lien or deed of trust together with notice of the address of such Landlord's Mortgagee. A lien held by a Landlord's Mortgagee on the Leased Premises of which Tenant has been given written notice is herein referred to as a "Landlord's Mortgage."

Section 17.3. Required Notices. If the Leased Premises are at any time during the Term subject to a Landlord's Mortgage then, in any instance in which Tenant gives notice to Landlord alleging default by Landlord in performance of any covenant or obligation under this Lease, Tenant will also simultaneously give a copy of such notice to Landlord's Mortgagee (at the address as to which such Landlord's Mortgagee shall have given Tenant notice pursuant to Section 18.1) and the Landlord's Mortgagee shall have the right (but not the obligation) to cure or remedy such default of Landlord during the same time that is permitted to Landlord hereunder for the remedying or curing of such default; and Tenant will accept such curative or remedial action taken by a Landlord's Mortgagee with the same effect as if such action had been taken by Landlord, and Tenant shall not seek damages from Landlord or any other relief by reason of any such default of Landlord if Landlord's Mortgagee shall have cured or remedied such default within the time allowed

herein.

Section 17.4. Consent of Mortgagee. Landlord and Tenant each covenant and agree that so long as there is in effect any collateral assignment of Landlord's rights under this Lease to any Landlord's Mortgagee, none of the following actions shall be taken without the prior written consent of Landlord's Mortgagee in each instance:

(a) This Lease will not be modified, altered or amended in any way (except as may be permitted in any Landlord's Mortgage);

(b) Landlord and Tenant will not agree to a cancellation of this Lease, nor will Tenant surrender its rights hereunder to Landlord (except in instances wherein the right to do so is expressly granted to Tenant under the other terms and provisions of this Lease);

(c) Landlord will not convey its fee interest in the Leased Premises to Tenant in a manner which will result in merger, nor take any other action which would result in merger, of Landlord's estate in the Leased Premises with Tenant's leasehold under this Lease, unless, at the time of such conveyance, Tenant assumes in writing any unpaid balance owing and to become owing to any Landlord's Mortgagee which is secured by a collateral assignment of this Lease; but this does not prohibit an assignment of Landlord's estate to Tenant by assignment specifically made subject to this Lease; and

(d) Tenant will not prepay, and Landlord will not accept prepayment of any installment or payment of rent more than thirty (30) days in advance of the due date thereof.

Section 17.5. Estoppel Certificate. Tenant shall execute and deliver to Landlord, at such time or times as either Landlord may request, a certificate stating:

(a) Whether or not the Lease is in full force and effect;

(b) Whether or not the Lease has been modified or amended in any respect, and submitting copies of such modifications or amendments, if any;

(c) Whether or not there are any existing defaults under this Lease to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any; and

(d) Such other information as may be reasonably requested.

The aforesaid certificate(s) shall be delivered to Landlord promptly upon receipt of a written request therefor, but in no event more than ten (10) days following receipt of such request.

Section 17.6. Lease Subject to Matters of Record. This Lease is made by Landlord and accepted by Tenant subject to any and all matters of record affecting the Leased Premises.

ARTICLE XVIII
Notices

Section 18.1. Notices. All notices, requests, consents and other communications required or permitted under this Lease shall be in writing (including e-mailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, sent by reputable overnight delivery service, or e-mailed or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by notice

complying with the terms of this Section.

Notices to Landlord shall be addressed as follows:

Canaveral Port Authority
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920
Attn: Director, Real Estate
Phone: (321) 394-3260
E-Mail: REDept@portcanaveral.com

With a copy to:

Canaveral Port Authority
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920
Attn: Vice President and General Counsel
Phone: (321) 783-7831 ext. 407
E-Mail: clangley@portcanaveral.com

Notices to Tenant shall be addressed as follows:

East Coast Zoological Society of Florida
c/o Brevard Zoo
8225 North Wickham Road
Melbourne, Florida 32940
Attn.: Keith Winsten
Phone: (321) 254-9453 ext 223
E-Mail: KWinsten@brevardzoo.org

With a copy to:

East Coast Zoological Society of Florida
c/o Brevard Zoo
8225 North Wickham Road
Melbourne, Florida 32940
Attn.: J. Brangan
Phone: (321) 254-9453
E-Mail: jbrangan@brevardzoo.org.

With a copy to:

Spira, Beadle & McGarrell PA
5205 Babcock St. NE
Palm Bay, Florida 32905
Attn: James Patrick Beadle, Esq.
Phone: (321) 725-5000
Email:jim@sbmlawyersbrevard.com

With a copy to:

Foley & Lardner LLP
301 East Pine Street, Suite 1200
Orlando, Florida 32801
Attn: Michael A. Okaty, Esq.
Phone: (407) 244-3229
Email: mokaty@foley.com

Each such notice shall be deemed delivered (i) on the date of delivered if by personal delivery or by receipted overnight delivery service; (ii) on the date of e-mail transmission if by e-mail, provided that a copy is sent via a receipted overnight delivery service for delivery the following day; and (iii) if the notice is mailed, on the earlier of: (a) the date upon which the return receipt is signed; (b) the date upon which delivery is refused; (c) the date upon which notice is designated by the postal authorities as not delivered; or (d) the third business day after mailing.

Notwithstanding the foregoing, service by personal delivery delivered, or by e-mail sent, after 5:00 p.m. Eastern Time shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday. If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subsection. If the above provisions require notice to be delivered to more than one person (including a copy), the notice shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.

ARTICLE XIX
Terminology and Miscellaneous

Section 19.1. General Terminology. Any term not defined herein shall have the meaning set forth in the Development Agreement. With respect to terminology in this Lease, each number (singular or plural) shall include all numbers, and each gender (male, female or neuter) shall include all genders. If any provision of this Lease shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of the Lease, but such other provisions shall continue in full force and effect. The titles of the Articles in this Lease shall have no effect and shall neither limit nor amplify the provisions of the Lease itself. This Lease shall be binding upon and shall accrue to the benefit of Landlord, its successors and assigns, and Tenant, its successors and assigns (or heirs, executors, administrators and assigns, as the case may be). The words "hereof," "herein," "hereunder," "hereinafter" and the like refer to this entire instrument, not just to the specific article, section or paragraph in which such words appear.

Section 19.2. Time of the Essence. In all instances where either Landlord or Tenant is required hereunder to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood that time is of the essence.

Section 19.3. Independent Covenants. The obligation of Tenant to pay all rent and other sums hereunder provided to be paid by Tenant and the obligation of Tenant to perform Tenant's other covenants and duties hereunder constitute independent, unconditional obligations to be performed at all times provided for hereunder, save and except only when an abatement thereof or reduction therein is hereinabove expressly provided for and not otherwise. Tenant waives and relinquishes all rights which Tenant might have to claim any nature of lien against or withhold or deduct from or setoff against any rent and other sums provided hereunder to be paid Landlord by Tenant. Tenant waives and relinquishes any right to assert, either as a claim or as a defense that Landlord is bound to perform or is liable for the nonperformance of any implied covenant or implied duty of Landlord not expressly herein set forth.

Section 19.4. Limitation of Liability. Under no circumstances whatsoever shall either Landlord or Tenant ever be liable hereunder for consequential damages or special damages. The term "Landlord" shall mean only the owner of the Leased Premises. In no event shall Tenant have the right to terminate or rescind this Lease as a result of Landlord's default as to any covenant or agreement contained in this Lease or as a result of the breach of any promise or inducement hereof, whether in this Lease or elsewhere except as otherwise expressly provided for in this Lease. Tenant hereby waives such remedies of termination and rescission and hereby agrees that Tenant's sole remedy for default hereunder and for breach of any promise or inducement shall be limited to a suit for direct and proximate damages and Landlord's liability therefor shall be limited as described in this Section 19.4.

Section 19.5. Place of Performance. All obligations of Landlord and Tenant (including, without limitation, any monetary obligation of Landlord or Tenant for damages for any breach of the respective covenants, duties or obligations of Landlord or Tenant hereunder) are performable exclusively in Brevard County, Florida.

Section 19.6. Brokers. Tenant and Landlord each warrant that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, and that it knows of no other real estate broker(s) or agent(s) who is(are) or might be entitled to a commission in connection with this Lease.

Section 19.7. Memorandum of Lease. A Memorandum of Lease, in the form attached hereto as **Exhibit "F"**, shall be placed of record referencing the existence of this Agreement by the Landlord. Tenant shall not record this Lease without the prior written consent of the Landlord; provided that should Landlord fail to record the Memorandum of Lease, then Tenant shall be entitled to do so. Any such recording of the lease without Landlord's prior written consent shall be an Event of Default hereunder.

Section 19.8. Entire Agreement. This instrument and the attached exhibits, and the Development Agreement, a copy of which is attached hereto as **Exhibit "E"** and made a part hereof by this reference, constitute the entire agreement between Landlord and Tenant with respect to the lease of the Leased Premises; no prior written or prior or contemporaneous oral promises or representations shall be binding. In the event of any conflict between the terms of any exhibit and the terms within the body of this instrument, the terms contained in the body of this instrument shall control, but only to the extent of such conflict. The submission of this Lease for examination by Tenant and/or execution thereof by Tenant does not constitute a reservation of, option, or offer for the Leased Premises and this Lease shall become effective only upon execution of all parties hereto and delivery of a fully executed counterpart hereof by Landlord to Tenant. This Lease shall not be amended, changed or extended except by written instrument signed by both parties hereto.

Section 19.9. Waiver of Jury Trial. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, 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, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILITY AND IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A 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. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

Section 19.10 Calculation of Time Periods. Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a Saturday, Sunday or legal holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day.

Section 19.11 Consent. Except as may be otherwise herein expressly provided, in all circumstances under this Lease where prior consent or permission of Landlord is required, the matter of whether to grant such consent or permission shall be within the sole and exclusive judgment and discretion of Landlord; and it shall not constitute any nature of breach by Landlord or any defense to the performance of any covenant, duty or obligation of Tenant that Landlord delayed or withheld the granting of such consent or permission, whether or not the delay or withholding of such consent or permission was prudent or reasonable or based on good cause.

Section 19.12 Survival. Landlord and Tenant expressly agree that all provisions of this Lease which contemplate performance after the expiration of the Term or earlier termination hereof and all of Tenant's indemnities and covenants set forth in this Lease shall survive such expiration of the Term or earlier termination of this Lease.

Section 19.13 Governing Laws. This Lease, and all rights and duties arising hereunder, shall be governed by and construed and interpreted in accordance with Florida laws.

Section 19.14 Severability. If any provision, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each provision, covenant or condition of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

Section 19.15 Counterparts; Copies**.** This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which shall together constitute one and the same instrument. Additionally, signed pdfs shall have the same force and effect as a signed original, and, in lieu of an original, any party hereto may use a photocopy of this Lease in any action or proceeding brought to enforce or interpret any of the provisions contained herein.

Section 19.16 Injunction. Landlord or Tenant may restrain or enjoin any breach or threatened breach of any covenant, duty or obligation of Tenant or Landlord herein contained without the necessity of

proving the inadequacy of any legal remedy or irreparable harm. The remedies of Landlord and Tenant hereunder shall be deemed cumulative and no remedy of Landlord or Tenant, whether exercised by Landlord or Tenant, or not, shall be deemed to be in exclusion of any other.

Section 19.17 Scope of Indemnities and Waivers. All indemnities, waivers and obligations to defend in this Lease are independent of, and will not be limited by, each other or any insurance obligations in this Lease or damages or benefits payable under workers compensation or other employee benefit laws and will survive the expiration of the Term or earlier termination of this Lease until all damages, losses, injuries, penalties, disbursements, costs, expenses, demands, lawsuits, proceedings, litigation, causes of action (whether in contract, tort or other theory of liability, in law, equity or otherwise) and judgments against all persons and entities intended to be the beneficiary of a party's indemnity, waiver or obligation to defend are fully and finally barred by law.

Section 19.18 Storage of Property Upon Termination of Lease. Any and all property which may be removed from the Leased Premises by Landlord at the termination of the Lease, pursuant to the authority of this Lease or of any law, to which Tenant is or may be entitled, may be handled, removed and stored, as the case may be, by or at the direction of Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, within ten (10) days of Landlord's demand, any and all expenses incurred in such removal and all storage charges against such property. If any property not belonging to Landlord remains at the Leased Premises after the expiration of the Term or earlier termination of this Lease, Tenant hereby authorizes Landlord to make such disposition of such property as Landlord may desire (including retaining all or any portion thereof without being liable for payment or credit to Tenant or any other person or entity therefor) without liability for compensation or damages to Tenant in the event that such property is the property of Tenant, and in the event that such property is the property of someone other than Tenant, Tenant agrees to indemnify and hold Landlord harmless from all suits, actions, liability, loss, damages, and expenses in connection with or incident to any removal, exercise or dominion over, and/or disposition of such property by Landlord.

Section 19.19 Approval. Tenant hereby recognizes this Lease must be approved by the Port Canaveral Port Authority Board of Commission in accordance with its charter.

Section 19.20 Easements. Landlord hereby reserves all existing easements encumbering the Leased Premises as of the Effective Date hereof for itself and its successors and/or assigns and further reserves drainage easements for stormwater in favor of itself and the future tenants of the Future Development Area.

Section 19.21 Quiet Enjoyment. Upon the observance and performance by Tenant of all of the covenants, terms and conditions on Tenant's part to be observed and performed in this Lease, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to all of the other terms and conditions of this Lease.

Section 19.22 Capitalized Terms. Any capitalized terms not defined herein shall have the meaning given to them in the Development Agreement.

[this space intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the ____ day of _____, 2026.

THE CANAVERAL PORT AUTHORITY, by its Board of Commissioners

By _____
_____, Chairman
Date: _____

Attest: _____
Secretary

EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA, a Florida not for profit corporation,

By _____
_____, President

Date: _____

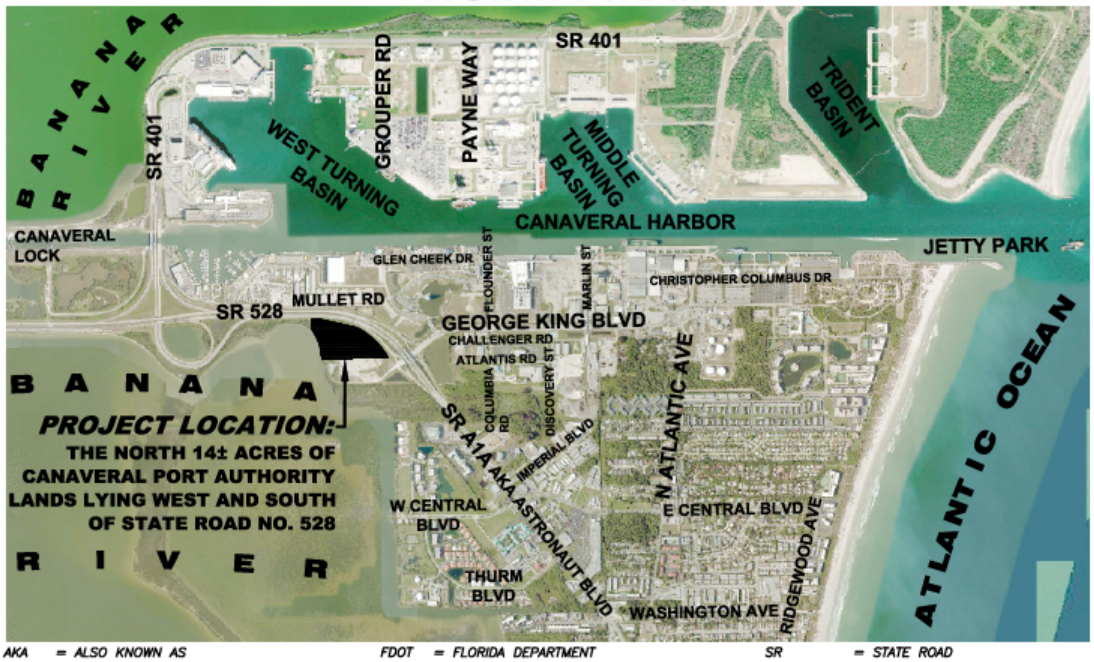
EXHIBIT A

(Description of the Property)

GRAPHIC SCALE
0 1250 2500
(IN FEET)
1 INCH = 2500 FEET

CANAVERAL PORT AUTHORITY
SKETCH OF LEGAL DESCRIPTION
EXHIBIT "A"
SECTION 15, TOWNSHIP 24 SOUTH, RANGE 37 EAST
BREVARD COUNTY, FLORIDA
VICINITY MAP

N W E S



AKA	= ALSO KNOWN AS	FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION	SR	= STATE ROAD
(C)	= CALCULATED			SUL	= SAFE UPLAND LINE
(M)	= MEASURED	L.A.	= LIMITED ACCESS	TYP.	= TYPICAL
(R)	= RECORD	LB	= LICENSED BUSINESS	L#	= LINE NUMBER
N.	= NORTH, OR NORTHING	NAVD88	= NORTH AMERICAN VERTICAL DATUM OF 1988	NXX°XX'XX"E	= BEARING
S.	= SOUTH	P.B.	= PLAT BOOK	°	= DEGREES
E.	= EAST, OR EASTING	PLS	= PROFESSIONAL LAND SURVEYOR	'	= MINUTES OR FEET
W.	= WEST	POB	= POINT-OF-BEGINNING	"	= SECONDS OR INCHES
ORB	= OFFICIAL RECORDS BOOK	POC	= POINT-OF-COMMENCEMENT	AC.	= ACRES
PG.	= PAGE	R/W	= RIGHT-OF-WAY	SF	= SQUARE FEET
				IP	= IRON PIPE
				IR	= IRON ROD
				IRC	= IRON ROD & CAP
				NTS	= NOT TO SCALE
				■	= CONCRETE MONUMENT FOUND
				●	= IRON ROD & CAP FOUND
				○	= IRON MARKER SET
				▲	= NAIL & DISK FOUND
				△	= NAIL & DISK SET

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PREPARED FOR AND CERTIFIED TO:
1) EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA, INC.
2) CANAVERAL PORT AUTHORITY

BREVARD ZOO

SKETCH OF LEGAL DESCRIPTION ONLY.
NOT A BOUNDARY SURVEY.

PORT CANAVERAL

SHEET 1 OF 5 NOT VALID WITHOUT SHEETS 1 THROUGH 5

DRAWN: J. HUSSEY	CHD.BY: CSB	PROJECT: 2021-100	REV NO.: 1

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

Christopher S. Bowers, PSM 5990

Digitally signed by Christopher S. Bowers, PSM 5990
Date: 2022.08.17 12:25:13 -04'00'

CHRISTOPHER S. BOWERS P.S.M.

SIGNING DATE: 8/17/2022 FLA. CERT. NO. 5990

MORGAN & Associates
Consulting Engineers, Inc.
504 N Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089 - LB 7040

CANAVERAL PORT AUTHORITY SKETCH OF LEGAL DESCRIPTION
EXHIBIT "A"
SECTION 15, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA

SURVEYOR'S NOTES

1. THIS IS A SKETCH OF LEGAL DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.

2. BEARINGS HEREON ARE REFERRED TO AN ASSUMED VALUE OF N38°01'54"W FOR THE BASELINE OF SURVEY (AND THE EXTENSION THEREOF) OF "STATE ROAD 528, LINE A". THE END BASELINE SURVEY, FOR STATE ROAD 528, LINE A, (STATION 821+62.90) WAS HELD FOR POSITION, AND THE POINT OF INTERSECTION OF CURVE NO. 7 (STATION 809+52.68) WAS HELD FOR ROTATION. SAID BEARING IS IDENTICAL TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT OF WAY MAP, SECTION NO. 70080, F.P. NO. 430202-3. STATIONING DEPICTED ON THIS SKETCH REFLECTS THE RECORD VALUES WITHIN SAID RIGHT OF WAY MAP.

3. NORTHINGS & EASTINGS SHOWN HEREON ARE REFERRED IN U.S. SURVEY FEET TO FLORIDA'S STATE PLANE COORDINATE SYSTEM, EAST ZONE 901, NORTH AMERICAN DATUM OF 1983 (NAD83).

4. ELEVATIONS SHOWN HEREON ARE REFERENCED IN FEET TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, AND WERE DERIVED BY PERFORMING A CLOSED CONVENTIONAL LEVEL LOOP USING NATIONAL GEODETIC SURVEY (NGS) BENCHMARK "T 648", PID NO. DK6636, AS THE SOURCE. SAID BENCHMARK IS A BRASS DISK, STAMPED: "T 648 2006", HAVING AN ELEVATION OF 2.57' (NAVD88).

5. ONLY OPEN AND NOTORIOUS EVIDENCE OF EASEMENTS AND RIGHT-OF-WAY ARE LOCATED AND SHOWN HEREON. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, OR OTHER LIMITATIONS, EITHER RECORDED OR IMPLIED. NO OPINION OF TITLE OR OWNERSHIP IS HEREBY EXPRESSED OR IMPLIED BY THE SURVEYOR. EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON ONLY INCLUDE THOSE PROVIDED TO THE SURVEYOR. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

6. THE SAFE UPLAND LINE DEPICTED HEREIN WAS LOCATED IN THE FIELD ON 1/24/2022, AT APPROXIMATELY 11:00 AM. THE SAFE UPLAND LINE ELEVATION OF (-0.30') NAVD88 FOR THE SUBJECT PROPERTY WAS DETERMINED AND PROVIDED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) IN A REQUEST FOR APPROXIMATE TIDAL DATUM ELEVATIONS, AS SIGNED BY W. LAMAR EVERS ON 11/3/2021.

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PREPARED FOR AND CERTIFIED TO:
1) EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA, INC.
2) CANAVERAL PORT AUTHORITY

BREVARD ZOO

SKETCH OF LEGAL DESCRIPTION ONLY.
NOT A BOUNDARY SURVEY.

PORT CANAVERAL

SHEET 2 OF 5 NOT VALID WITHOUT SHEETS 1 THROUGH 5

DRAWN: J. HUSSEY	CHD.BY: CSB	PROJECT: 2021-100	REV NO.: 1

ALL OF THE RECORDING INFORMATION CONTAINED HEREIN REFERS TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, UNLESS OTHERWISE INDICATED. ANY REFERENCE HEREIN TO A BOOK AND PAGE OR INSTRUMENT NUMBER IS A REFERENCE TO THE OFFICIAL RECORD BOOKS OF SAID COUNTY, UNLESS INDICATED TO THE CONTRARY.

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

CHRISTOPHER S. BOWERS P.S.M.

SIGNING DATE: 8/17/2022

FLA. CERT. NO. 5990

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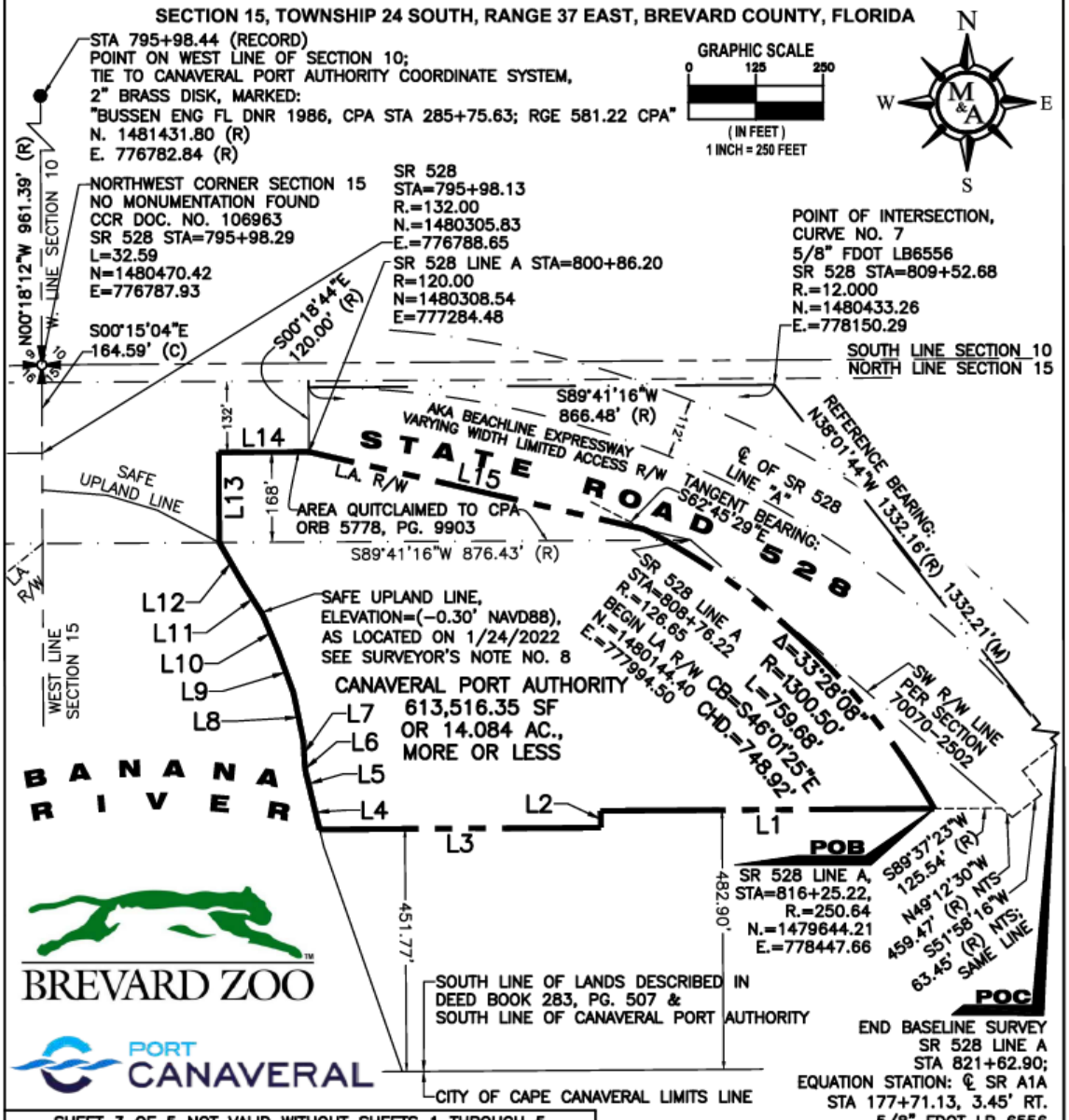
Phone (321) 751-6088 Fax (321) 751-6089 - LB 7040

CANAVERAL PORT AUTHORITY SKETCH OF LEGAL DESCRIPTION EXHIBIT "A"

SECTION 15, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA



SHEET 3 OF 5 NOT VALID WITHOUT SHEETS 1 THROUGH 5			
DRAWN: J. HUSSEY	CHD.BY: CSB	PROJECT: 2021-100	REV NO.: 1

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CHRISTOPHER S. BOWERS P.S.M.

SIGNING DATE: 8/17/2022 FLA. CERT. NO. 5990

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CANAVERAL PORT AUTHORITY
SKETCH OF LEGAL DESCRIPTION EXHIBIT "A"
SECTION 15, TOWNSHIP 24 SOUTH, RANGE 37 EAST
BREVARD COUNTY, FLORIDA

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S89°37'23"W	620.34'
L2	S00°22'37"E	31.13'
L3	S89°37'23"W	522.96'
L4	N13°36'28"W	65.84'
L5	N13°36'28"W	42.65'
L6	N08°51'58"W	14.81'
L7	N02°41'18"W	43.03'
L8	N11°35'46"W	93.06'
L9	N20°07'58"W	82.59'
L10	N22°59'33"W	74.23'
L11	N32°27'35"W	69.40'
L12	N29°51'19"W	86.96'
L13	N00°18'44"W	168.00'
L14	N89°41'16"E	167.31'
L15	S76°59'02"E	640.70'

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SHEET 4 OF 5 NOT VALID WITHOUT SHEETS 1 THROUGH 5

DRAWN: J. HUSSEY	CHD.BY: CSB	PROJECT: 2021-100	REV NO.: 1

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

CHRISTOPHER S. BOWERS P.S.M.

SIGNING DATE: 8/17/2022

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CANAVERAL PORT AUTHORITY LEGAL DESCRIPTION EXHIBIT "A"

SECTION 15, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA

LEGAL DESCRIPTION (BY SURVEYOR)

A PARCEL OF LAND IN SECTION 15, TOWNSHIP 24 SOUTH, RANGE 37 EAST, CANAVERAL PORT AUTHORITY, BREVARD COUNTY, FLORIDA, LYING SOUTH AND WEST OF STATE ROAD 528, SAID ROAD ALSO BEING KNOWN AS BEACHLINE EXPRESSWAY, SAID ROAD ALSO BEING KNOWN AS STATE ROAD A1A, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE END OF THE BASELINE OF SURVEY OF STATE ROAD 528, LINE A, ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 70080, SAID POINT HAVING A STATION OF: 821+62.90 ACCORDING TO SAID RIGHT OF WAY MAP, SAID POINT HAVING A NORTHING OF 1479383.9500, AND AN EASTING OF 778971.0361, ACCORDING TO SAID RIGHT OF WAY MAP, SAID COORDINATE SYSTEM OF SAID POINT BEING IN U.S. SURVEY FEET PER FLORIDA'S STATE PLANE COORDINATE SYSTEM, EAST ZONE 901, NORTH AMERICAN DATUM OF 1983, AND RUN S51°58'16"W PERPENDICULAR TO SAID BASELINE OF SURVEY A DISTANCE OF 63.45 FEET TO A POINT LYING ON THE SOUTHWESTERLY RIGHT OF WAY OF STATE ROAD 528 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 70070–2502; THENCE RUN N49°12'30"W ALONG SAID SOUTHWESTERLY RIGHT OF WAY A DISTANCE OF 459.47 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY, RUN S89°37'23"W A DISTANCE OF 125.54 FEET TO A POINT HAVING A STATION OF 816+25.22, RANGE RIGHT 250.64 FEET, ACCORDING TO SAID STATE ROAD 528 LINE A, SAID POINT HAVING A NORTHING OF 1479644.21, AND AN EASTING OF 778447.66 ACCORDING TO THE AFORESAID COORDINATE SYSTEM, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

THENCE CONTINUE S89°37'23"W, 482.90 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LANDS DESCRIBED IN DEED BOOK 283, PAGE 507, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA (SAID SOUTH LINE ALSO BEING THE NORTH LIMITS OF THE CITY OF CAPE CANAVERAL, SAID SOUTH LINE ALSO BEING THE SOUTH LIMITS OF CANAVERAL PORT AUTHORITY) A DISTANCE OF 620.34 FEET; THENCE RUN S00°22'37"E A DISTANCE OF 31.13 FEET TO A POINT 451.77 FEET NORTH OF AND PARALLEL WITH THE SAID SOUTH LINE OF LANDS DESCRIBED IN DEED BOOK 283, PAGE 507, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S89°37'23"W A DISTANCE OF 522.96 FEET TO A POINT LYING ON THE SAFE UPLAND LINE OF THE BANANA RIVER; THENCE RUN THE FOLLOWING 9 COURSES ALONG SAID SAFE UPLAND LINE OF THE BANANA RIVER:

1: N13°36'28"W A DISTANCE OF 65.84 FEET; 2: N13°36'28"W A DISTANCE OF 42.65 FEET;
3: N08°51'58"W A DISTANCE OF 14.81 FEET; 4: N02°41'18"W A DISTANCE OF 43.03 FEET;
5: N11°35'46"W A DISTANCE OF 93.06 FEET; 6: N20°07'58"W A DISTANCE OF 82.59 FEET;
7: N22°59'33"W A DISTANCE OF 74.23 FEET; 8: N32°27'35"W A DISTANCE OF 69.40 FEET;
9: N29°51'19"W A DISTANCE OF 86.96 FEET;

THENCE DEPARTING SAID SAFE UPLAND LINE, RUN N00°18'44"W A DISTANCE OF 168.00 FEET TO A POINT LYING ON THE SOUTH LIMITED ACCESS RIGHT OF WAY OF STATE ROAD 528, ACCORDING TO AFOREMENTIONED RIGHT OF WAY MAP; THENCE RUN N89°41'16"E ALONG SAID SOUTH RIGHT OF WAY OF STATE ROAD 528 A DISTANCE OF 167.31 FEET TO A POINT OF INTERSECTION OF SAID SOUTH LIMITED ACCESS RIGHT OF WAY (SAID POINT HAVING A STATE ROAD 528 "LINE A" STATION OF 800+86.20, RANGE RIGHT 120.00 FEET, ACCORDING TO AFOREMENTIONED RIGHT OF WAY MAP, SAID POINT HAVING A NORTHING OF 1480308.54, AND AN EASTING OF 777284.48, ACCORDING TO AFOREMENTIONED COORDINATE SYSTEM); THENCE RUN S76°59'02"E ALONG THE SOUTHWESTERLY RIGHT OF WAY OF STATE ROAD 528 A DISTANCE OF 640.70 FEET TO AN INTERSECTION WITH A NON–TANGENT CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1300.50 FEET; THENCE FROM A TANGENT BEARING OF S62°45'29"E, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°28'08", AN ARC LENGTH OF 759.68 FEET (SAID ARC OF SAID CURVE SUBTENDED BY A CHORD BEARING OF S46°01'25"E, AND A CHORD LENGTH OF 748.92 FEET) TO THE POINT OF BEGINNING.

CONTAINING: 613,516.35 SQUARE FEET, OR 14.084 ACRES, MORE OR LESS.

SHEET 5 OF 5 NOT VALID WITHOUT SHEETS 1 THROUGH 5

DRAWN: J. HUSSEY	CHD.BY: CSB	PROJECT: 2021–100	REV NO.: 1

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CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

CHRISTOPHER S. BOWERS P.S.M.

SIGNING DATE: 8/17/2022 FLA. CERT. NO. 5990

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Consulting Engineers, Inc.
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EXHIBIT B

(Leasehold Mortgage Terms)

In the event the Tenant and its successors and assigns are given the right to mortgage its interest in this Lease by the Landlord pursuant to the provisions of Section 2.3 of the Lease, then so long as such mortgage shall remain in effect the following provisions shall apply, it being understood that in the event of any conflict between Exhibit B and the body of this Lease, Exhibit B shall control with respect to the rights of any Leasehold Mortgagee:

(A) Rights. A Leasehold Mortgagee shall have the absolute right to (i) assign its security interest; (ii) enforce its lien and acquire title to the leasehold estate by lawful means; (ii) take possession of the Leasehold Premises or appoint a receiver to take possession in the event of a default by Tenant under the Leasehold Mortgage and to perform the obligations of Tenant under the Lease; and (iv) acquire (or its designee acquire) the leasehold estate by foreclosure or by an assignment in lieu of foreclosure.

(B) Notice of Default. If Tenant grants a Leasehold Mortgage, Tenant shall delivery a copy of the recorded Leasehold Mortgage to Landlord. Tenant shall also notify the Leasehold Mortgagee of the name and address of Landlord and shall notify Landlord of the name and address of the Leasehold Mortgagee so that the Landlord can provide notice to the Leasehold Mortgage of any notices of default under this Lease. Landlord, shall, upon serving any notice or notice of default hereunder to Tenant, simultaneously serve a copy of such notice upon any Leasehold Mortgagee (the "Notice of Default").

(C) Insurance. The name of the leasehold mortgagee may be added to the "loss payable endorsement" of any and all insurance policies required to be carried by Tenant hereunder.

(D) Estoppel Certificate. Upon written request from leasehold mortgagee, Landlord shall provide a certificate under the same terms and time frame described in Section 17.5 of the Lease.

(E) Cure Period. Leasehold mortgagee shall have the same cure periods as the Tenant pursuant to Article XII of the Lease.

(F) Right to Cure. The Leasehold Mortgagee, shall have the right, but not the obligation, to cure an Event of Default according to the following provisions:

(i) A "Monetary Default" means Tenant's failure to pay when due any monetary obligation of Tenant under this Lease. Any other default by Tenant is a "Non-Monetary Default."

(ii) The Leasehold Mortgagee shall have the same period after receipt of the Notice of Default to remedy the default, or cause the same to be remedied, as is given to Tenant, plus, in each instance, the following additional time periods: (i) thirty (30) days from the date the Leasehold Mortgagee receives the Notice of Default in the event of any Monetary Default; and (ii) sixty (60) days from the date the Leasehold Mortgagee receives the Notice of Default in the event of any Non-Monetary Default.

(iii) In the event that possession of the Leased Premises is necessary to cure the Non-Monetary Default and the Leasehold Mortgagee notifies Landlord that it is attempting to obtain possession, whether by foreclosure proceedings, appointment of a receiver or otherwise, the sixty (60) day cure period for a Non-Monetary Default shall not expire until the date that is sixty (60) days after the Leasehold Mortgagee or the receiver obtains possession of the Leased Premises.

(iv) The Leasehold Mortgagee shall have the right to substitute itself for Tenant and perform the duties of Tenant hereunder for purposes of curing such default. Landlord expressly consents to such substitution, agrees to accept such performance, and authorizes the Leasehold Mortgagee (and its employees, agents, representatives or contractors) to enter upon the Leased Premises to complete such performance with all the rights, privileges and obligations of the Tenant hereunder. Landlord shall not take any action to terminate this Lease in law or equity prior to the expiration of the cure periods available to a Leasehold Mortgagee as set forth above.

(v) During any period of possession of Tenant's leasehold estate in and to the Leased Premises by a Leasehold Mortgagee (or a receiver requested by such Leasehold Mortgagee) and/or during the pendency of any foreclosure or receivership proceedings instituted by a Leasehold Mortgagee, the Leasehold Mortgagee shall pay or cause to be paid all monetary charges payable by Tenant hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period and are unpaid by Tenant.

(vi) Any Leasehold Mortgagee or other party who acquires Tenant's leasehold interest in and to the Leased Premises pursuant to foreclosure or assignment in lieu of foreclosure shall be liable to perform the obligations imposed on Tenant by this Lease so long as such Leasehold Mortgagee or other party has ownership of the leasehold estate.

(vii) Neither the bankruptcy nor the insolvency of Tenant shall be grounds for terminating this Lease so long as all material duties and obligations of Tenant under the terms of this Lease are performed by the Leasehold Mortgagee, and the Leasehold Mortgagee does not commit an Event of Default under the Lease.

(G) New Agreement to Leasehold Mortgagee. If this Lease is rejected or terminated pursuant to bankruptcy law or other law affecting creditors' rights or if Landlord elects to terminate this Lease because of a Non-Monetary Event of Default that is of such a nature that it is not curable by the Leasehold Mortgage (e.g. as a violation of a representation or warranty by Tenant), Landlord shall, upon written request from any Leasehold Mortgagee (which written request must be submitted to Landlord within ten (10) business days after the date of termination or rejection) enter into a new agreement for the Leased Premises with the Leasehold Mortgagee upon the following terms and conditions:

(i) The terms of the new agreement shall commence on the date of termination or rejection and shall continue for the remainder of the Term, at the same rent and subject to the same terms and conditions set forth in this Lease.

(ii) The new agreement shall be executed within sixty (60) days after receipt by Landlord of written notice of the Leasehold Mortgagee's election to enter a new agreement, provided the Leasehold Mortgagee: (i) pays to Landlord all rent and other monetary charges payable by Tenant under the terms of this Lease up to the date of execution of the new agreement, as if this Lease had not been terminated or rejected; (ii) performs all other obligations of Tenant under the terms of this Lease, to the extent performance is then due and susceptible of being cured and performed by the Leasehold Mortgagee; and (iii) agrees in writing to perform, or cause to be performed, all non-monetary obligations which have not been performed by Tenant and would have accrued under this Lease up to the date of commencement of the new agreement, except those obligations which constitute Non-Monetary Defaults that are not curable defaults.

(iii) At the option of the Leasehold Mortgagee, the new agreement may be executed by an affiliated entity of the Leasehold Mortgagee without the Leasehold Mortgagee assuming the burdens and obligations of Tenant thereunder.

(H) Leasehold Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Lease to the contrary, the parties agree that so long as there exists an unpaid Leasehold Mortgage, this Lease shall not be modified or amended and Landlord shall not accept a surrender of the Leased Premises or any part thereof or accept a cancellation, termination or release of this Lease from Tenant prior to expiration of the Term without the prior written consent of the Leasehold Mortgagee; provided, however, that the written consent of the Leasehold Mortgagee shall not be required for a modification or amendment to the Development Agreement so long as Tenant provides written notice to Leasehold Mortgagee of any such modification or amendment thereto. Tenant shall diligently pursue such prior written consent from the Leasehold Mortgagee and shall keep Landlord reasonably apprised of such pursuit.

(I) Enforceability. This provisions of this Exhibit B are for the express benefit of and shall be enforceable by the Leasehold Mortgagee to the same extent as if this Exhibit B were a separate and independent contract made by Landlord, Tenant and the Leasehold Mortgagee.

EXHIBIT C

(Prohibited Uses)

1. Any child-care center that is used for purposes other than those that are incidental to the aquarium and its patrons. By way of example, school visits, summer camps and specially scheduled children's events (such as an overnight event to "sleepovers or overnights with the fish") of the aquarium would be permitted uses under the Lease.

2. Any business or use which emits or creates strong, unusual or offensive odors, fumes, dust or vapors, is a public or private nuisance, is illegal or dangerous or noxious, emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, creates unusual fire, explosive or other hazardous conditions, or is used, in whole or in part, as or for warehousing or the dumping or disposing of garbage or refuse. Notwithstanding the foregoing, coffee or food odors are deemed not to be objectionable. Notwithstanding the foregoing, the Port recognizes there are certain fish and aquatic smells that arise out of the operation of the aquarium and these smells shall not be prohibited unless they become abnormally strong, unusual or offensive.

3. The exterior storage of materials of any kind visible to the public or visible by the Future Development Area, other than the temporary storage of construction materials during periods of construction, reconstruction or maintenance. Notwithstanding the foregoing, Developer may store oyster shells and other marine habitat outside as both a display and as a practical matter. In addition, Developer may store landscaping equipment outside as long as it is screened with an appropriate landscaping or opaque fencing.

4. Any operation primarily used as a warehouse operation and any assembling, manufacturing, agricultural, industrial, or mining operation. Notwithstanding the foregoing, Developer may conduct oyster reef and other marine restoration projects at the Property.

5. Any mobile home, trailer court, labor camp, junkyard, stockyard, or animal raising establishment (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance). Notwithstanding the foregoing, Developer may maintain and raise animals consistent with an aquarium and marine animal rehabilitation center.

6. Any dumping, disposing, incineration or reduction of garbage, provided that the foregoing shall not prohibit temporary storage of garbage in appropriate containers prior to pickup by waste disposal providers.

7. Any pet store, veterinary hospital or animal raising or boarding facility. Notwithstanding the foregoing, Developer may maintain and raise animals consistent with an aquarium, provide veterinary services and maintain a marine animal rehabilitation center.

8. Any facility providing treatment for substance abuse, including drugs and alcohol.

9. Any school or related religious or educational facility or religious reading room. Notwithstanding the foregoing, Developer may maintain educational facilities at the Property in conjunction with a public aquarium and research facility.

10. Any auction house operation.

11. Any “second hand” store, Army-Navy or government “surplus” store.

12. Any pawn shop.

13. Any central laundry, dry cleaning plant or Laundromat.

14. Any automobile repair shop, gas or service station or any facility for the storage or sale of gasoline or diesel fuel in or from tanks.

15. Any automobile, truck, trailer, boat, heavy mobile equipment or recreational vehicle sales, leasing or display.

16. Exploration for, extraction or production, storing, marketing or transportation of oil, gas or other minerals.

17. Any establishment selling or exhibiting pornographic materials or featuring nude or semi-nude dancers or similar entertainment.

18. Any tattoo parlor.

19. Any operation whose principal use is a massage.

20. Lumber yard, construction business or other business involving outside storage of construction materials, equipment or the like, any industrial use, including any facility designed or operated for the primary purpose of providing for the treatment or processing of raw products in factories; refining; smelting; distilling; processing and converting of raw, unfinished, or finished materials or products, or any of these into an article or substance of different character, or for use for a different purpose. Notwithstanding the foregoing, the Port shall continue to use the Future Development Area for its current use of construction staging, maritime uses and Port activities.

21. Any firing range.

22. Any flea market, amusement arcade, pool billiard hall, operation whose primary business is a car wash, or dance hall; provided that the foregoing shall not prohibit temporary amusement facilities or temporary retail kiosks such as those used in connection with a “farmer’s market”.

23. Billboards, other than usual and customary signage associated with an aquarium and a public event space.

EXHIBIT D

(Common Elements)

- Access Road
- May include future shared parking areas or structure
- May include certain future public access points or pedestrian pathways
- May include certain future pedestrian plaza or other open space benefitting the Project and Future Development Area

The Common elements will specifically exclude the GKB West Overpass Extension.

EXHIBIT E

(Development Agreement)

EXHIBIT F

MEMORANDUM OF GROUND LEASE AGREEMENT

Prepared By and Return To:

_____
_____
_____
_____

This Memorandum of Lease Agreement (this "Memorandum") is made this ___ day of _____, 20__, by and between **EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA**, a Florida not for profit corporation ("Developer"), at c/o Brevard Zoo, 8225 North Wickham Road, Melbourne, Florida 32940, and **CANAVERAL PORT AUTHORITY** (the "Port"), of 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920.

The Port is the owner of the real property legally described on Exhibit A attached hereto and made a part hereof (the "Property").

Developer and Port are the parties to that certain Ground Lease Agreement dated _____, 2026 (as amended from time to time, the "Lease Agreement"), pursuant to which the Port has given Developer the right to lease and operate certain improvements on the Property, all as more particularly set forth in the Lease Agreement. The parties respective obligations are binding upon their successors and assigns and the agreements and covenants contained in the Lease Agreement run with title to the Property.

The parties are executing this Memorandum to put of record the existence of the Lease Agreement. Either the Developer or the Port may be contacted at the address listed above for more particulars. If not sooner terminated of record, the Lease Agreement and this Memorandum thereof shall be of no further force and effect and no longer an encumbrance on the Property as of December 31, 2072.

This Memorandum may be executed in one or more counterparts, each of which in the aggregate shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed as of the date first above written.

Witnesses:

_____
Name: _____

_____
Name: _____

PORT:

CANAVERAL PORT AUTHORITY, by its Board of Commissioners

By:_____
Name:_____
Title: Chairman

Attest:_____
Name:_____
Title: Secretary

State of Florida

County of Brevard

The foregoing instrument was acknowledged before me this _____ day of _____, 20 , by _____, the Chairman of the Board of Commissioners of the Canaveral Port Authority and by _____, the Secretary of the Board of Commissioners of the Canaveral Port Authority, who acknowledged to me that the matters set forth in this Memorandum have been duly authorized by the Board of Commissioners of the Canaveral Port Authority. They [ ] are personally known to me or [ ] produced _____ as identification.

(Seal and Expiration Date)

_____
Notary Public

Witnesses:

_____
Name: _____
Address:_____
_____

_____
Name: _____
Address:_____
_____

DEVELOPER:

EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA, a Florida not for profit corporation,

By:_____
Name: _____, President

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 , by _____ as President of **EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA**, a Florida not for profit corporation, on behalf of the corporation. He/She [ ] is personally known to me or [ ] produced _____ as identification.

(Seal and Expiration Date)

_____
Notary Public

EXHIBIT A TO MEMORANDUM OF GROUND LEASE AGREEMENT

A portion of Section 15, Township 24 South, Range 37 East, Brevard County, Florida

Legal Description (by surveyor)

A parcel of land in Section 15, Township 24 South, Range 37 East, Canaveral Port Authority, Brevard County, Florida, lying South and West of State Road 528, said road also being known as Beachline Expressway, said road also being known as State Road A1A, being more particularly described as follows: Commence at the end of the Baseline of Survey of State Road 528, Line A, according to Florida Department of Transportation Right of Way Map Section No. 70080, said point having a station of: 821+62.90 according to said Right of Way Map, said point having a northing of 1479383.9500, and an easting of 778971.0361, according to said Right of Way Map, said coordinate system of said point being in U.S. Survey feet per Florida's State Plane Coordinate System, East Zone 901, North American Datum of 1983, and run S51°58'16"W perpendicular to said Baseline of Survey a distance of 63.45 feet to a point lying on the Southwesterly right of way of State Road 528 per Florida Department of Transportation Right of Way Map Section No. 70070-2502; thence run N49°12'30"W along said Southwesterly right of way a distance of 459.47 feet; thence departing said Southwesterly right of way, run S89°37'23"W a distance of 125.54 feet to a point having a station of 816+25.22, range right 250.64 feet, according to said State Road 528 Line A, said point having a northing of 1479644.21, and an easting of 778447.66 according to the aforesaid coordinate system, said point being the Point of Beginning of the following described parcel of land:

Thence continue S89°37'23"W, 482.90 feet North of and parallel with the South line of lands described in Deed Book 283, Page 507, Public Records of Brevard County, Florida (said South line also being the North limits of the City of Cape Canaveral, said South line also being the South limits of Canaveral Port Authority) a distance of 620.34 feet; thence run S00°22'37"E a distance of 31.13 feet to a point 451.77 feet North of and parallel with the said South line of lands described in Deed Book 283, Page 507, Public Records of Brevard County, Florida; thence run S89°37'23"W a distance of 522.96 feet to a point lying on the safe upland line of the Banana River; thence run the following 9 courses along said safe upland line of the Banana River:

1: N13°36'28"W a distance of 65.84 feet; 2: N13°36'28"W a distance of 42.65 feet;

3: N08°51'58"W a distance of 14.81 feet; 4: N02°41'18"W a distance of 43.03 feet;

5: N11°35'46"W a distance of 93.06 feet; 6: N20°07'58"W a distance of 82.59 feet;

7: N22°59'33"W a distance of 74.23 feet; 8: N32°27'35"W a distance of 69.40 feet;

9: N29°51'19"W a distance of 86.96 feet;

Thence departing said safe upland line, run N00°18'44"W a distance of 168.00 feet to a point lying on the South limited access right of way of State Road 528, according to aforementioned Right of Way Map; thence run N89°41'16"E along said South right of way of State Road 528 a distance of 167.31 feet to a point of intersection of said South limited access right of way (said point having a State Road 528 "Line A" station of 800+86.20, range right 120.00 feet, according to aforementioned Right of Way Map, said point having a northing of 1480308.54, and an easting of 777284.48, according to aforementioned coordinate system); thence run S76°59'02"E along the Southwesterly right of way of State Road 528 a distance of 640.70 feet to an intersection with a non-tangent curve to the right, concave Southwesterly, having a radius of 1300.50 feet; thence from a tangent bearing of S62°45'29"E, run Southeasterly along the arc of said curve

through a central angle of 33°28'08", an arc length of 759.68 feet (said arc of said curve subtended by a chord bearing of S46°01'25"E, and a chord length of 748.92 feet) to the Point of Beginning.

EXHIBIT G

GKB WEST OVERPASS EXTENSION

Meeting Date

September 23, 2026

AGENDA ITEM REQUEST

Section:	Facilities
Item Number:	3.A
Department:	Facilities
Requested Action:	Consideration of authorizing staff to issue a purchase order to Southeast Services for the replacement of four (4) air conditioning units at Cruise Terminal 2 in the amount of $177,586.08 (Steven Shelton / Quincy Diaz)
Summary Explanation & Background: The existing air-conditioning units serving CT2 have reached the end of their useful service life. Continued operation of these aging units increases the risk of equipment failures, unplanned outages, rising maintenance costs, and disruptions to terminal operations. Replacement will allow the Port to transition away from obsolete refrigerant technologies, reduce emergency repairs, and improve energy efficiency. Pricing is obtained from RFP-26-3 IDIQ Agreement for HVAC Services	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	The total amount of $177,586.08 is included in the FY27 proposed Capital Budget (1560)

Attachments:

HVAC RFP-26-3 Southeast Services IDIQ Agreement Executed 12.30.25.pdf

Southeast Services CT2 Unit Replacement.pdf

AGREEMENT FOR HVAC SERVICES (IDIQ)

THIS AGREEMENT FOR HVAC SERVICES (IDIQ) (the "**Agreement**") is made as of the last date signed below (the "**Effective Date**"), by and between the **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida ("**CPA**"), whose address is 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920 and **SOUTHEAST SERVICES OF CFL, INC.**, a Florida corporation ("**Contractor**"), whose address is 498 Main Street, Cocoa, Florida 32922. CPA and Contractor are sometimes referred to individually as a "**Party**" or collectively as the "**Parties**".

Background:

WHEREAS, CPA desires to obtain professional services for HVAC on an as-needed basis located on CPA-owned property and facilities;

WHEREAS, CPA is authorized to enter into contracts for professional services and has chosen to use a proposal-based selection process to select a qualified company that will be available and capable of providing the services as more particularly described below;

WHEREAS, CPA issued Requests for Proposal Number 26-3 for HVAC Services (IDIQ) (the "**RFP**"), and Contractor submitted a responsive proposal (the "**Proposal**");

WHEREAS, CPA and Contractor desire to enter into this Agreement to memorialize the terms under which Contractor will be the provider of the services more particularly described below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties hereby agree as follows:

1. **CONTRACT DOCUMENTS**. The "**Contract Documents**" consist of the following:

   A. This Agreement, inclusive of all exhibits and attachments;
   B. Any CPA-issued Purchase or Task Orders; and
   C. The Proposal.

With respect to any conflicts between the Contract Documents shall be resolved by first looking to this Agreement, second to its attached exhibits and attachments, and third looking to any authorized Purchase or Task Order(s).

2. **TERM; TERMINATION**.

A. Term. This Agreement shall commence on January 1, 2026 ("**Commencement Date**") and, unless previously terminated as set forth below, shall continue in effect for one (1) year ("**Initial Term**"). Unless otherwise terminated or cancelled as provided below, this Agreement may be extended upon the written consent of CPA, for a total of no more than one (1) additional one (1) year period ("**Extension Period**"). Any extension of this Agreement is contingent upon satisfactory performance evaluations by CPA and subject to the availability of

funds during the Term. The Initial Term, together with any properly exercised Extension Period, is referred to collectively as the "**Term**" of this Agreement.

B. Termination. This Agreement may be terminated sooner as set forth below:

i. For Cause. Either Party may terminate this Agreement for cause immediately upon notice to the other Party in the event of: (i) a material breach by the other Party, its employees, contractors or agents of any covenant or obligation of the other Party under this Agreement which, if remediable, has not been remedied within thirty (30) calendar days after delivery of notice of such material breach; (ii) any negligent or wrongful act or failure to act of the other Party, its employees, contractors or agents; (iii) any material misstatement or omission in connection with any representation or warranty of the other Party under this Agreement; (iv) the insolvency of the other Party; (v) the filing of a petition in bankruptcy or any similar relief is filed by or against the other Party, if the same is not dismissed or discharged within sixty (60) days; (vi) the appointment of a receiver with respect to any of the assets of the other Party, if the same is not dismissed or discharged within sixty (60) days; or (vii) the commencement of a liquidation proceeding by or against the other Party, if the same is not dismissed or discharged within sixty (60) days. For purposes of this subsection, a breach of the attached Scope of Services by Contractor shall constitute a material breach if not remedied within seven (7) calendar days of written notice.

ii. Without Cause. CPA may terminate this Agreement without cause upon thirty (30) calendar days advance written notice to Contractor.

iii. Mutual Agreement. By mutual agreement of the Parties.

Termination will not prejudice CPA's right to recover the full amount of any losses, claims, damages, liability, or expenses owed to it by the other Party pursuant to the terms of this Agreement, including Contractor's obligations to indemnify CPA.

3. SCOPE OF SERVICES.

A. Description of Services. Contractor's responsibility under this Agreement is to provide a range of HVAC services, including site preparation, installation and repair, on an as-needed basis, including providing all professional staff, materials, equipment, supplies, and other resources necessary to perform the requested services (collectively, the "**Services**"). No CPA equipment will be available for use by Contractor. On an as-needed basis, CPA may contact Contractor to review the Services desired. Contractor may then submit a responsive proposal for CPA's review. If accepted, CPA shall then issue a Purchase Order to Contractor for the assigned Services. Contractor acknowledges and agrees that CPA is not required or obligated in any manner whatsoever to award any specific amount of work under this Agreement.

B. Additional Services. CPA may, from time to time, authorize Contractor in writing to perform "**Additional Services**", in which event Contractor shall perform same in accordance with this Agreement. Any such Additional Services shall be set forth in a written change order ("**Change Order**"), executed by both Parties, and which shall be governed by the terms and conditions of this Agreement unless otherwise expressly set forth therein. Any Additional Services

performed by Contractor prior to execution by both Parties of a Change Order shall be done at Contractor's sole risk and shall not be compensated by CPA. Such Additional Services may, upon the mutual consent of the Parties, be performed on a fixed-price basis.

C. Safety Precautions. Contractor will furnish all labor, materials, supplies, parts, equipment, temporary barricades, warning signs, and take such other safety precautions as may be required to adequately protect the general public and all those working under this Agreement and do all things necessary or proper for or incidental to such maintenance.

D. Hazardous Materials. Contractor shall be responsible for proper disposal of "**Hazardous Materials**" resulting from its performance of the Services, meaning and referring to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any applicable environmental laws or regulation including petroleum and petroleum products.

E. Contract Provisions for Non-Federal Entity Contracts under Federal Awards. Contractor acknowledges and agrees that CPA, when applicable to the Services to be performed, intends to use federal funds to pay or reimburse its expenses for equipment or services provided pursuant to this Agreement. Accordingly, in such event, CPA shall notify Contractor when authorizing the Services and Contractor comply with the applicable requirements included in the Terms and Conditions for Public Assistance Federal Grant Funded Contract Requirements (**Exhibit "B"**), as said Terms and Conditions may be amended from time to time by applicable authority.

4. **COMPENSATION**. For Contractor's satisfactory performance of the Services, CPA shall pay to Contractor in accordance with the pricing as set forth on **Exhibit "A"**, attached hereto and incorporated herein ("**Fee Schedule**").

Contractor shall invoice CPA on the first day of each month and CPA shall pay each such approved invoice (or uncontested portion thereof) within thirty (30) days after receipt of invoice. All invoices shall be addressed as follows and shall reference a purchase order number provided by CPA:

Canaveral Port Authority
Attn.: Accounts Payable
445 Challenger Rd, Suite 301
Cape Canaveral, FL 32920
E-mail: cpa.ap@portcanaveral.com

Contractor's invoices shall be submitted with detail satisfactory to CPA and sufficient for a proper pre-audit and post-audit of said invoices.

Contractor agrees to keep and maintain all of its direct personnel expense records, employee attendance records, expense records, and other records pertaining to the Services and its record of accounts between Contractor and CPA pertaining to the Services on a generally recognized and acceptable accounting basis. All of the foregoing records and documentation shall

be retained by Contractor for a minimum of three (3) years from the date of termination of this Agreement or the date a Purchase Order is completed, or such longer period of time as may be required by this Agreement or law, whichever is later. These records and documentation shall be available to CPA or CPA's designated representatives for inspection and copying at all reasonable times.

5. **PROFESSIONAL CONDUCT.**

A. Contractor hereby represents, warrants and covenants to CPA: (i) that it has the professional experience and skill to perform the Services; (ii) that it will provide the Services in a professional manner, consistent with the highest level of industry standards; (iii) that it has and will continue to have during the entire Term all required professional registrations and licenses (both corporate and individual) for all disciplines required to perform the Services; (iv) that it will perform the Services in accordance with generally accepted professional standards; and (v) that it will perform the Services in an expeditious and economical manner.

B. Contractor shall, at its own expense and without any expense to CPA, promptly correct or revise any errors, omissions, or deficiencies in the Services pursuant to this Agreement.

C. If, at any time during the performance of the Services or during the maximum period permitted by applicable law after completion of same, it is discovered that Contractor or any of its officers, directors, agents, subcontractors, employees, or suppliers has committed any intentional wrongful or negligent act, error or omission, or has failed to meet the warranties and representations contained herein, this Agreement may be terminated in accordance with Section 2 above.

D. TWIC; Background Checks. Contractor must have at least one manager or supervisor on-site at all times with a valid Transportation Works Identification Credential (TWIC) badge. Contractor will conduct a background report through the Brevard County Sheriff's Office on all non-TWIC employees prior to their performance of any work on CPA property. No Contractor employee with criminal history that would disqualify them from obtaining a TWIC will be authorized to work on CPA property. All fees associated with the compliance for the background report and TWIC credentialing will be at the sole cost of Contractor. Contractor shall maintain records of all background checks and TWIC reports for each of its employees working on CPA property. Upon request these records shall be promptly provided to CPA. CPA shall be able to prohibit any Contractor employee from working on CPA property for failure to meet the above standards or if otherwise deemed by CPA to be a threat to Port Canaveral's security or safety.

6. **WARRANTIES AND REPRESENTATIONS OF CONTRACTOR.** Contractor hereby represents and warrants as follows:

A. It is a limited liability company, in good standing in the State of Florida, and qualified to do business in every jurisdiction in which it is required to be qualified;

B. It has full power and authority to enter into this Agreement; and

C. The execution and performance by it of its obligations under this Agreement will not constitute a breach of any other agreement or a violation of any ordinance, statute, law, or regulation to which it is a party or by which it is bound.

7. **COMPLIANCE WITH APPLICABLE LAWS**. Contractor represents, warrants, and covenants that, as of the Effective Date and throughout the Term, it is and will remain in compliance with and abide by any and all statutes, laws, ordinances, rules and regulations promulgated by any governmental entity which are applicable to it, including rules, regulations, and policies of CPA ("**Applicable Laws**").

8. **FORCE MAJEURE**. If an event outside of the control of a Party (including, but not limited to, storms, floods, hurricanes, tornadoes, other acts of God, acts or omissions of government authorities, wars, whether declared or undeclared, or acts of terrorism), shall occur and shall cause such Party to be unable to perform it obligations hereunder (a Party's inability to economically perform its obligations under this Agreement does not constitute an event of Force Majeure), either Party may be entitled to an extension hereunder, by promptly providing written notice to the other Party as soon as possible after the occurrence causing such delay, asserting its claim of right to such extension and the reasons therefore. If the performance of any such duty, obligation or undertaking is prevented, delayed, retarded or hindered for a period of thirty (30) days, the Party not providing such notice may terminate this Agreement without liability by delivering written notice of termination to the other Party within thirty (30) days after that date. In the event of an occurrence as described above, Contractor may notify CPA in writing that it does not have the capacity to meet the demands of CPA, and CPA may, in writing, permit the utilization of subcontractors to assist Contractor in meeting its obligations under this Agreement, subject to any conditions CPA may impose.

9. **INSURANCE**. Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of the Term, the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as CPA's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement.

Contractor shall require and ensure that each of its subcontractors providing Services hereunder (if any) procures and maintains until the completion of their respective Services, insurance of the types and to the limits specified below.

Commercial General Liability: Contractor agrees to maintain Commercial General Liability coverage with a limit of not less than One-Million Dollars ($1,000,000.00) Each Occurrence combined single limit for bodily injury and property damage. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual Liability or Cross Liability. Coverage must also include Premises and/or Operations Coverages.

Umbrella/Excess Liability: Umbrella/Excess Liability coverage with a limit of not less than Two-Million Dollars ($2,000,000) each occurrence to follow form of Commercial General Liability.

Business Automobile Liability: Any Contractor coming on the to port property to conduct business or provide services, agrees to maintain Business Automobile Liability coverage at a limit of not less than One-Million Dollars ($1,000,000.00) each Occurrence combined single limit for property damage and bodily injury. Coverage shall include liability for Owned, Non-Owned, Hired and Any Auto if applicable.

Worker's Compensation Insurance and Employers Liability: Any Contractor coming on CPA-owned property to conduct business or provide services, agrees to maintain Worker's Compensation Insurance per Chapter 440, Florida Statutes, as amended from time to time, "Workers' Compensation Law" of the State of Florida and all applicable federal laws including USL&H and Jones Act Insurance if required by applicable law. Policy shall include Employers Liability Insurance with minimum limits of One Million Dollars ($1,000,000.00) each accident. Note: Elective exemptions or coverage through an employee leasing arrangement will satisfy this requirement.

The Commercial General Liability policy will be on an occurrence basis.

Contractor must list the Canaveral Port Authority as an Additional Insured on all liability policies. Waiver of Subrogation in favor of Additional Insured's is to also be included for all policies. When required by the insurer or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others or its equivalent.

Prior to execution and commencement of any operations or Services under this Agreement, Contractor shall provide CPA with current certificates of insurance evidencing all required coverage. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to CPA.

The Certificate Holder shall read:

Canaveral Port Authority
Attn.: Risk Manager
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920

10. INDEMNIFICATION AND DEFENSE.

A. Indemnification of CPA. Contractor shall indemnify, save, hold harmless, and defend CPA, its officers, directors, employees, affiliates, successors, and assigns for all claims,

suits, losses, liabilities, costs, damages or expenses of any kind, including court costs and attorneys' fees at the trial and appellate levels, arising out of or related to: (a) the Services provided under this Agreement; (b) the negligent or willful acts or omissions of Contractor, its employees, contractors, or agents; (c) the breach of this Agreement by Contractor, its employees, contractors, or agents; and (d) property damage, bodily injury, personal injury, or wrongful death caused directly or indirectly, in whole or in part, by Contractor, its employees, contractors, or agents. The covenants in this paragraph shall survive the termination or expiration of this Agreement for whatever cause. Nothing contained herein shall require Contractor to indemnify CPA from CPA's own negligence, or be construed to operate as a waiver of CPA's sovereign immunity under Section 768.28, Florida Statutes.

B. Defense and Indemnity Obligations Severable. The defense and indemnity obligations set forth above are independent and severable. In all cases in which Contractor has a duty to defend CPA, CPA shall have the right to select defense counsel.

11. **CONFLICT OF INTEREST**. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which could conflict in any manner with the performance or Services required hereunder, as provided for in Section 112.311, Florida Statutes. Contractor further represents that no person having an interest shall be employed for said performance.

Contractor shall promptly notify CPA in writing as provided hereinbelow, of all potential conflicts of interest for any prospective business association, interest or other circumstances which may influence or appear to influence Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest of circumstance, the nature of the work that Contractor may undertake and request an opinion of CPA as to whether the association, interest or circumstance would, in the opinion of CPA, constitute a conflict of interest if entered into by Contractor. CPA agrees to notify Contractor of its opinion by certified mail within thirty (30) days of receipt of the notification by Contractor. If, in the opinion of CPA, the prospective business association, interest or circumstance would not constitute a conflict of interest by Contractor, CPA shall so state in the notification and Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to CPA by Contractor under the terms of this Agreement.

12. **NO AGENCY**. It is the express intention of the Parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of CPA. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CPA and Contractor or any employee or agent of Contractor. Both Parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform Services for others during the term of this Agreement.

As Contractor is not CPA's employee, Contractor is responsible for paying all required state and federal taxes, including but not limited to FICA, FUTA, SUI, DUI, Worker's Compensation, and other employee benefits.

13. **SUBCONTRACTORS** If Contractor, as part of the performance of its Services hereunder, is required to commission other contractors ("**Subcontractor**"), then the following provisions shall apply:

A. Subcontracting Approval. Contractor shall obtain CPA's written consent prior to engaging the services of any Subcontractor.

B. Contractor shall direct and coordinate the services of any Subcontractor commissioned by Contractor.

C. Contractor shall bear full responsibility under this Agreement and Contract Documents for all services of its Subcontractor(s), including but not limited to each Subcontractor's negligent errors and omissions.

D. The costs of all Subcontractor's services in the performance of additional Services performed on a time-and-materials, cost-reimbursable or flat fee basis, shall be billed without Contractor markup.

E. CPA shall have no obligation to pay, or be responsible in any way, for the payment of any monies to any Subcontractor, except as may otherwise be required by law.

F. Contractor shall, at a minimum, incorporate into all Subcontractor agreements provisions which are substantially similar to those provisions contained herein and which Contractor deems appropriate to its own interests.

G. CPA shall be a third-party beneficiary of all obligations under any subcontract between Contractor and any Subcontractor, however nothing contained herein or therein shall create any contractual relationship between CPA and any Subcontractor or any obligation of CPA to any Subcontractor.

14. **MISCELLANEOUS.**

A. Notices. All notices, consents, acknowledgments, requests, or other communications required or permitted hereunder must be in writing and delivered by: (i) hand delivery; (ii) a nationally recognized overnight delivery service; or (iii) United States Postal Service mail, certified, postage prepaid, and return receipt requested. The addresses of the Parties for delivery of any such notices, consents, acknowledgements, requests, or other communications are as follows:

If to Contractor to:

Southeast Services of CFL, Inc.
498 Main Street
Cocoa, FL 32922
Attn.: Jacob McCarver, President

If to CPA to:

Canaveral Port Authority
445 Challenger Rd, Suite 301
Cape Canaveral, FL 32920
Attn.: VP, Facilities Optimization

With copy at same address to:

Attn.: VP & General Counsel

or to such other address as may hereafter be designated by any Party by the giving of notice to all other Parties in accordance with this section. Notices, consents, requests, acknowledgments, or other communications will be deemed delivered and received when actually hand-delivered if sent by method number (i) above; the next business day after if sent by method number (ii) above; and three (3) days after mailing if sent by method number (iii) above.

B. Data Breach Notification. Contractor agrees and covenants that it shall promptly notify CPA of an actual security breach involving CPA's data as soon as practicable, but no later than twenty-four (24) hours after Contractor becomes aware of an actual security breach. Contractor will first attempt to make such notification with a live person, however, if that attempt is unsuccessful then e-mail to cpa.it@portcanaveral.com will meet the notification requirement.

C. Governing Law. This Agreement is governed by and must be construed in accordance with the laws of the State of Florida.

D. Consent to Jurisdiction. Each Party hereto: (i) agrees and consents to the exclusive jurisdiction of any court located in Brevard County, Florida (the "**Venue**") with respect to any claim or cause of action, whether in law or equity, including specific performance and interpleader, arising under or relating to this Agreement (a "**Dispute**"); and (ii) waives trial by jury and any objection based on *forum non conveniens* and waives any objection to venue of any Dispute.

E. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by Contractor without the prior written consent of CPA. Any attempted assignment, transfer, or encumbrance by Contractor without CPA's prior written consent shall be null and void.

F. Amendments. This Agreement may not be amended, changed, modified, or altered except in writing executed by all Parties with the same formality as this Agreement is executed.

G. Entire Agreement. This Agreement embodies the entire understanding and agreement among the Parties pertaining to the subject matter hereof.

H. Binding Effect. This Agreement is binding upon, will inure to the benefit of, and will be enforceable by and against all the Parties and their respective heirs, legal representatives, successors and permitted assigns.

I. Severability. If any provision of this Agreement is, to any extent, held invalid, illegal or unenforceable, in whole or in part, the validity, legality, and enforceability of the remaining part of such provision, and the validity, legality, and enforceability of the other provisions hereof, will not be affected thereby.

J. Waiver. No waiver of any breach of any covenant, agreement, or undertaking contained herein will operate as a waiver of any subsequent breach of the same covenant, agreement, or undertaking or as a waiver of any breach of any other covenant, agreement or undertaking.

K. Further Assurances. Each of the Parties agrees to execute, deliver, acknowledge, or supply such further documents, instruments, and assurances as are reasonably necessary or appropriate to carry out the full intent and purposes of this Agreement.

L. Audit. CPA shall be entitled to audit the books and records of Contractor to the extent such books and records relate to the performance of this Agreement. Such books and records shall be maintained by Contractor for a period of five (5) years from the date of final payment under this Agreement unless a shorter time is authorized in writing.

M. Equal Employment Opportunity. In connection with performing its obligations under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, ethnicity, age, creed, color, gender, religion, physical disability, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, ethnicity, age, creed, color, gender, religion, physical disability, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall insert this provision in all Subcontractor agreements pertaining to the Services under this Agreement except for any subcontract agreement for standard commercial supplies or raw materials necessary to perform the Services.

N. Dispute Resolution. Before filing any lawsuit against the other Party to this Agreement, the Parties shall use their best efforts to resolve amicably any dispute or claim arising out of or relating to this Agreement.

O. Public Records. Unless exempt from public access by Article I, Section 24(a) of the Florida Constitution or Section 119.07, Florida Statutes, Contractor shall, in accordance with Section 119.07, Florida Statutes, allow public access to all documents, papers, letters, or other material made or received by Contractor in conjunction with this Agreement. Contractor's failure to do so shall constitute cause for CPA to terminate this Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC

RECORDS AT (321) 783-7831, <publicrecords@portcanaveral.com>, or 445 Challenger Road, Suite 301, Cape Canaveral, FL 32920, Attn.: Assistant Director, Records, Archives and History.

P. Attorneys' Fees and Expenses. Each of the Parties hereto will be responsible for his, her, or its own attorneys' fees and expenses in connection with the negotiation, drafting, and execution of this Agreement. If any action relating to this Agreement is brought by either Party hereto against the other Party, the predominantly prevailing Party shall be entitled to recover its reasonable attorneys' fees, costs, and disbursements, at the trial and appellate levels.

Q. Authority to Act. Any person executing this Agreement in a representative capacity on behalf of any Party, hereby represents and warrants to the other Parties that it has implied or express authority to enter into this Agreement on behalf of such Party which it represents.

R. Time. In computing any period of time prescribed or allowed by this Agreement, the day of the act, event or default from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is a Saturday, Sunday or legal holiday according to the applicable state's law, in which event the period will run until the end of the next day which is not a Saturday, Sunday or legal holiday.

S. Remedies Cumulative. Except as otherwise expressly provided herein, all rights, powers and privileges conferred hereunder upon any Party are cumulative and not restrictive of those given by law. No remedy herein conferred is exclusive of any other available remedy; but each and every such remedy is cumulative and is in addition to every other remedy given by agreement or now or hereafter existing at law, in equity or by statute.

T. Construction. The Parties hereto agree and acknowledge that each of the Parties contributed to the drafting of this Agreement and any agreements, instruments, or other documents executed in connection herewith. None of those agreements, instruments, or documents will be construed against or interpreted to the disadvantage of any Party hereto by reason of such Party having structured, initially prepared or drafted any agreement, instrument, or document. Each of the Parties hereto had access to legal counsel (regardless of whether or not such Party may have availed itself of such counsel) in connection with the negotiations, documentation, and execution of any of those agreements, instruments, or documents.

U. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the Parties hereto and such successors and assigns, any legal or equitable rights hereunder.

V. Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which will constitute an original and all of which will constitute one agreement. Execution and delivery of this Agreement by electronic exchange bearing the copies of a Party's signature shall constitute a valid and binding execution and delivery of this Agreement by such Party.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date written below.

"CPA":

CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida,

By: SL
Steve Shelton
VP, Facilities Optimization

Date: December 30, 2025

[SIGNATURES CONTINUED NEXT PAGE]

"CONTRACTOR":

SOUTHEAST SERVICES OF CFL, INC., a Florida corporation,

By: _____

Name: Jacob McCarver

As Its: President

Date: December 29, 2025

STATE OF FL
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 29th day of December, 2025, by Jacob McCarver, as President, of **SOUTHEAST SERVICES OF CFL, INC.**, a Florida corporation. He/She is (check as applicable) [✓] personally known to me, or [ ] produced _____ as identification.

JACOB HARRELL
Notary Public - State of Florida
Commission # HH 663039
My Comm. Expires Aug 4, 2029
Bonded through National Notary Assn.

_____
Notary Public
State of Florida At Large

Jake Harrell
Print/type name of Notary Public

Exhibit "A"

Contractor's Fee Schedule

Units	Rate	Cost	Comments
hr.	$100.00	$0.00	RFP Contract Foreman Labor Rate - Reg
hr.	$150.00	$0.00	RFP Contract Foreman Labor Rate - OT
hr.	$90.00	$0.00	RFP Contract Mechanic Labor Rate - Reg
hr.	$135.00	$0.00	RFP Contract Mechanic Labor Rate - OT
hr.	$95.00	$0.00	RFP Contract Technician / Journeyman Labor Rate - Reg
hr.	$142.50	$0.00	RFP Contract Technician / Journeyman Labor Rate - OT
hr.	$65.00	$0.00	RFP Contract Helper Labor Rate - Reg
hr.	$97.50	$0.00	RFP Contract Helper Labor Rate - OT
hr.	$110.00	$0.00	RFP Project Manager

Exhibit "B"

Public Assistance Federal Grant Funded Contract Requirements

(8 pages to follow)

Exhibit "B"

CANAVERAL
PORT AUTHORITY

Public Assistance Federal Grant Funded Contract Requirements

Updated December 2025

1. Compliance with the Davis-Bacon Act

The Contractor shall comply with the provisions of Davis-Bacon Act (29 C.F.R. § 5.5(a)(1)-(11), as may be applicable, which is incorporated by reference into this contract. The Contractor shall include these provisions in full in any subcontracts.

2. Compliance with the Copeland "Anti-Kickback" Act

The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874, 40 U.S.C. § 3145) and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3. Compliance with the Contract Work Hours and Safety Standards Act

1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of ithis section, in the sum of $32 for each calendar day on which such individual was required or permitted to work more than the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3) *Withholding for unpaid wages and liquidated damages.* The Canaveral Port Authority shall upon its own action or upon written request of an authorized representative of the Department of

Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this sectionand a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

4. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq*.

The Contractor agrees to report each violation to the Canaveral Port Authority and understands and agrees that the Canaveral Port Authority will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *etseq*.

The Contractor agrees to report each violation to the Canaveral Port Authority and understands andagrees that the Canaveral Port Authority will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and2 C.F.R. pt. 3000. As

such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by the Canaveral Port Authority. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R.pt. 3000, subpart C, in addition to remedies available to the Canaveral Port Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

6. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization forinfluencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to Canaveral Port Authority the following certification:

[Certification form to follow; remainder of page intentionally left blank]

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congressin connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employeeof Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperativeagreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Southeast Services of CFL, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authority Official

Jacob McCarver, President
Name and Title of Contractor's Authorized Official

December 29, 2025
Date

7. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *Definitions*. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—

(b) *Prohibitions.*

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or 56 2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216). Contract Provisions Guide 28

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

1) This clause does not prohibit contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

a. Are not used as a substantial or essential component of any system; and

b. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d) *Reporting requirement.*

1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. Contract Provisions Guide 29

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this

paragraph (e), in all subcontracts and other contractual instruments."

8. Domestic Preference for Procurements

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States."

9. Build America, Buy America Act (BABAA)

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the Canaveral Port Authority with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to FEMA.

Contractor Estimate Sheet

Date: 8/10/2026
Vendor / Contractor: SOUTHEAST SERVICES of CFL, Inc.
Contract #: RFP-26-3IDIQ
Project Name: CT2 Dome

Southeast Services of CFL, Inc.
CGC-1516907 CMC-1249691
CMC- 1250273

Project Description: **Remove four (4) existing package unit, the metal duct and insulation all the way up to the exterior wall. Install new duct mate flange. Set four (4) new Trane package unit and install insulated double wall duct all the way to the duct mate flange. Coat outside of duct with waterproof silicone coating. Reconnect controls and power to the unit. Start up unit. Pricing is based off RFP-26-3IDIQ**

Labor Estimates	Qty	Units	Rate	Cost	Comments
	96	hr.	$100.00	$9,600.00	RFP Contract Foreman Labor Rate - Reg
		hr.	$150.00	$0.00	RFP Contract Foreman Labor Rate - OT
	96	hr.	$90.00	$8,640.00	RFP Contract Mechanic Labor Rate - Reg
		hr.	$135.00	$0.00	RFP Contract Mechanic Labor Rate - OT
	96	hr.	$95.00	$9,120.00	RFP Contract Technician / Journeyman Labor Rate - Reg
		hr.	$142.50	$0.00	RFP Contract Technician / Journeyman Labor Rate - OT
	192	hr.	$65.00	$12,480.00	RFP Contract Helper Labor Rate - Reg
		hr.	$97.50	$0.00	RFP Contract Helper Labor Rate - OT
		hr.	$110.00	$0.00	RFP Project Manager
Total Labor	480			$39,840.00	
Material Estimates	**Qty**	**Units**	**Cost**	**Cost**	**Comments**
	4		$15,129.63	$60,518.52	Trane EDK180A4S0A1DQY Package Unit
	4		$500.00	$2,000.00	Curb/Stand
	4		$9,818.17	$39,272.68	Metal Duct double wall insulated galvanized
Cool Seal white	4		$3,147.00	$12,588.00	Exterior Waterproof Silicone coating
	4		$250.00	$1,000.00	Misc. Hardware, Insulation, Sealant
	4		$300.00	$1,200.00	Electrical fittings, Conduit, Wire
				$0.00	
				$0.00	
Total Material	**24**			**$116,579.20**	
Equipment Rental	4		$800.00	$3,200.00	Crane
				$0.00	
Total Equipment Rental	**4**			**$3,200.00**	
OEM parts/materials				$0.00	
				$0.00	
				$0.00	
Total OEM parts/mat.	**0**			**$0.00**	
% for material markup	**15%**			$17,486.88	
% for equipment rental	**15%**			$480.00	
% for OEM parts/mat.	**15%**			$0.00	
Subtotal				**$177,586.08**	
Mobilization/demoble	**$500**			**$0.00**	
Total Cost				**$177,586.08**	

Meeting Date

September 23, 2026

AGENDA ITEM REQUEST

Section:	Facilities
Item Number:	3.B
Department:	Facilities
Requested Action:	Consideration of authorizing a contract extension for Flagship Aviation Services LLC and to approve a purchase order for FY2027 for janitorial services in the amount of $4,680,802.33 plus consumables in the amount of $225,000 for a total of $4,905,802.33 (Steven Shelton / Roland Borbolla)
Summary Explanation & Background: In December 2024, the Commission approved an Agreement to Piggyback that certain contract between Hillsborough County Aviation Authority and Flagship Aviation Services LLC for janitorial services. The contract's term expires September 30, 2025 but has three (3) one (1) year renewal options. Accordingly, staff requests authorization to exercise the contract's third renewal through Fiscal Year 2027. A separate line item will be added to the FY27 purchase order for consumables in the amount of $225,000.	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	The total amount of $4,905,502.33 is included in the Proposed FY27 Operating Budget.

Attachments:

Flagship FY27 Renewal Janitorial Services.pdf

Flagship FY27 Consumables.pdf

Tampa Internl Airport Renewal-2---Janitorial-Services.pdf

FlagShip™

Flagship Facility Services, LLC
405 S. Kimball Ave.
Southlake, TX 76092

Date: August 13, 2026

To: Darlene Manara

From: Derrick Deadwiler

Subject: 2026-2027 Renewal Year

AGREEMENT TO PIGGYBACK CONTRACT FOR JANITORIAL SERVICES

Darlene,

Flagship is requesting approval for 2027 in fees for janitorial services, which shall not exceed $390,066.86 (excluding consumables) monthly for the next calendar year.

*Total Annual Contract (excluding consumables) - **$4,680,802.33** plus tax (if applicable)*

This is based on a 3% increase from the previous fiscal year. If you have any questions or concerns, please don't hesitate to contact me.

Once again, thank you for the trust that you have put in Flagship to provide janitorial services at Port Canaveral.

Best Regards,

Derrick Deadwiler

Phone: 972.574.5702 Fax: 972.574.9703 www.flagshipinc.com

Flagship Facility Services, Inc.
405 S Kimball Ave
Southlake, TX 76092
972.574.9702
flagshipinc.com

7/1/2026
Canaveral Port Authority
399 Challenger Road
Cape Canaveral FL, 32920

Subject: Notification Regarding Billable Supplies and Markups

To Whom It May Concern,

This letter serves as a formal notification of our location policy regarding billable supplies for projects under our agreement.

Please be advised that Flagship Facility Services will not be applying a markup to any billable supplies at this time. Our commitment is to provide transparent and fair billing practices.

We wish to further clarify that a markup on billable supplies will not be implemented unless it has been explicitly discussed and mutually agreed upon by both Flagship Facility Services and the Canaveral Port Authority in a separate agreement.

Thank you for your attention to this matter. We look forward to our continued partnership.

Sincerely,

Vincent Palmeri

Vincent Palmeri
Site Manager
Flagship Facility Services
321-427-7983
vpalmeri@flagshipinc.com

Docusign Envelope ID: 8AEFA49B-258B-8C0A-81D3-DBBACEB0D9EF

1. Memorandum

To: Michael A. Stephens, Chief Executive Officer

From: Matt Bauer, Vice President of Procurement

Date: August 21, 2026

Subject: Janitorial Services

2. Background

On October 1, 2020, the Authority entered into a Contract for Janitorial Services with Flagship Airport Services, Inc.

On March 5, 2025, the first, one-year renewal option was exercised by the CEO.

The Contract currently expires on September 30, 2026.

Article 3, TERM, states as follows:

“The Term of this Contract commences on October 1, 2020 and will continue through September 30, 2025 unless terminated earlier as provided herein. This Contract may be renewed at the same terms and conditions hereunder for three, discrete one-year periods at the discretion of the CEO. Such renewal will be effective by issuance of a written letter to Company by CEO. If all such renewals are exercised, this Contract will have a final termination date of September 30, 2028. Authority may terminate this Contract, without cause, by giving sixty (60) days written notice to Company."

3. Recommendation

The Vice President of Procurement recommends the Chief Executive Officer authorize the second, one-year renewal option at the same terms and conditions for the renewal period of October 1, 2026 through September 30, 2027.

4. Link to Attachments

Renewal 2 - Janitorial Services - Operations

Legal Reviewed

DocuSigned by:

D. Scott Knight

0E39E643E96946B...

SIGNATURE

8/21/2026

DATE SIGNED

CEO Approved

Signed by:

Michael Stephens

64F30FF847E1442...

SIGNATURE

8/21/2026

DATE SIGNED

Docusign Envelope ID: 8AEFA49B-258B-8C0A-81D3-DBBACEB0D9EF

Exhibits List

A - Renewal Letter to Supplier CEO

B - Required Contract Provisions

Docusign Envelope ID: 8AEFA49B-258B-8C0A-81D3-DBBACEB0D9EF

Exhibit A

Renewal Letter to Supplier CEO

Docusign Envelope ID: 8AEFA49B-258B-8C0A-81D3-DBBACEB0D9EF

Tampa International Airport

Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport

Hillsborough County
Aviation Authority
P.O. Box 22287
Tampa, Florida 33622
phone/ 813-870-8700
fax/ 813-875-6670
TampaAirport.com

August 21, 2026

Flagship Aviation Services, LLC
Attn: Derrick Deadwiler
405 S Kimball Ave
Southlake, TX 76092

Re: Notice of Renewal of Contract for Janitorial Services (Contract)

Mr. Deadwiler,

This letter is to inform you that the Hillsborough County Aviation Authority, in accordance with Article 3, TERM, of the Contract, will be exercising the second, one-year renewal option.

The renewal Term for the provision of Services will be October 1, 2026 through September 30, 2027. All other terms and conditions of the Contract will remain the same.

If you have any questions or concerns you may contact Tessa Seel, Procurement Agent, at 813-439-9847 or TSeel@TampaAirport.com.

Sincerely,

Signed by:
Michael Stephens
64F30FF847E1442...

Michael A. Stephens
Chief Executive Officer

Cc: Records Information Center
Chris Reyes, Senior Manager of Risk and Safety
Christine Phillips, Senior Manager of Operations Support
Benjamin Robins, Vice President of Operations

Michael A. Stephens, Chief Executive Officer | Brig. General Chip Diehl, Chairman | Gary W. Harrod, Vice Chairman
Mayor Jane Castor, Secretary | Robert I. Watkins, Treasurer | Commissioner Harry Cohen, Assistant Secretary/Assistant Treasurer

Docusign Envelope ID: 8AEFA49B-258B-8C0A-81D3-DBBACEB0D9EF

Exhibit B

Required Contract Provisions

Docusign Envelope ID: 8AEFA49B-258B-8C0A-81D3-DBBACEB0D9EF

SCRUTINIZED COMPANY CERTIFICATION

Hillsborough County Aviation Authority
PO Box 22287
Tampa, FL 33622
Telephone. 813-870-8700

This certification is required pursuant to Florida Statute Section 287.135.

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract for goods or services of $1 million or more, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List or that has business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity.

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract for goods or services of any amount, participating in a boycott of Israel is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity.

Company: Flagship Aviation Services LLC		
Address: 405 S Kimball Ave		
City: Southlake	State: TX	Zip Code: 76092
Phone: 817-999-9295	Email: ddeadwiler@flagshipinc.com	
Federal ID Number: 921391278		

I, Derrick Deadwiler, as a representative of Flagship Aviation Services, LLC, certify and affirm that, subject to the dollar limitations set forth in Florida Statute Section 287.135, this company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel.

Signed by:
Derrick Deadwiler
BD3BD282147D4DC...

Signature

Sr. Vice President of Operations
Title

Derrick Deadwiler
Printed Name

8/21/2026
Date

Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with Section 787.06 (14), Florida Statutes, the undersigned, on behalf of Flagship Aviation Services LLC ("Company"), hereby attests under penalty of perjury that:

1. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this Affidavit on behalf of Company.

Date: 8/21/2026

Signed: Signed by: Derrick Deadwiler BD3BD282147D4DC...

Company: Flagship Aviation Services, LLC

Name: Derrick Deadwiler

Title: Sr. Vice President of Operations

Meeting Date

September 23, 2026

AGENDA ITEM REQUEST

Section:	Facilities
Item Number:	3.C
Department:	Facilities
Requested Action:	Consideration of authorizing staff to issue a purchase order to Premier Paving LLC in the amount of $307,850 for the repaving and striping of the Maritime Center parking lot subject to review and approval by General Counsel. (Steven Shelton / Mike DiLauro).

Summary Explanation & Background:

The Maritime Center parking lot continues to deteriorate and has a number of cracks, potholes, and uneven surfaces. Continued deterioration can create safety hazards for vehicles and pedestrians. Repaving will extend the useful life of the parking area, provide a smoother and safer parking lot, and enhance the property's appearance.

This purchase order will be issued pursuant to that certain Agreement for Concrete and Asphalt Repair Services (IDIQ) (RFP-25-8) between CPA and Premier Paving LLC.

Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The amount of $307,850 is included in the proposed capital budget

Attachments:

Premier Paving Maritime Center- Asphalt Milling Asphalt Milling Removal Asphalt Paving (SP 12.5 Heavy Duty).pdf

319 W. New York Ave.
Deland, FL 32724

Date: 08-28-26

ATTN: Canaveral Port Authority –
Pricing from IDIQ Schedule of Services/ RFP 25-8 Concrete and Asphalt Repair Services
399 Challenger Road
Cape Canaveral, FL 32920

Thank you for the opportunity to quote for your road construction needs. Having done asphalt work for many years and knowing your particular needs, I am confident Premier Paving, LLC. will deliver quality service for all of your roadway construction needs.
As a FDOT Qualified contractor we are equipped to handle all phases of asphalt work, from base work to striping.
We will furnish all equipment and labor necessary for any repair work. Additionally, we can provide QC/ Testing if necessary.

Activity & Price: Maritime Center - Asphalt Milling, Removal of Millings & Asphalt Paving SP 12.5 Heavy Duty Mix – 1.5inch Depth & Striping.

1. **273ft x 273ft West Side**
2. **273ft x 273ft East Side**
3. **270ft x 26ft Front Side**
4. **54ft x 34ft (2) Entry Way**

Activity & Price

MARITIME CENTER - ASPHALT MILLING , REMOVAL & ASPHALT PAVING	QUANTITY			PRICE
Mobilization	1	LS	$2,000.00	$2,000.00
MOT/ Traffic Control	1	LS	$1,200.00	$1,200.00
Excavation/Hauling	1	LS	$10,500.00	$10,500.00
Asphalt Milling 284,607.5 SQ FT.	1	EA	$55,500.00	$55,500.00
Asphalt Paving SP 12.5 Mix – Heavy Duty	1	LS	$228,850.00	$228,850.00
Striping of parking lor – 297 spots	1	LS	9,800.00	$9,800.00
TOTAL:				**TOTAL: $307,850.00**

Thank you for the opportunity to quote for your asphalt paving needs.

*****Terms of agreement – 0% down; PAYMENT UPON COMPLETION OF EACH ITEM***

Meeting Date

September 23, 2026

AGENDA ITEM REQUEST

Section:	Facilities
Item Number:	3.D
Department:	Facilities
Requested Action:	Consideration of authorizing staff to issue a purchase order to Raybro Electric Supplies to provide materials only to upgrade the lighting fixtures in the CT8 parking garage; a 10% contingency is to be added to the project in the amount of $17,069.40, and the total project cost will be $187,763.40 subject to review and approval by General Counsel. (Steven Shelton / Jon Hahn).

Summary Explanation & Background:

The current lighting fixtures are obsolete and replacement parts are no longer available.

CT8 - Materials $170,694, Contingency 17,069.40 - Total Project $187,763.40

Procurement and pricing are pursuant to piggybacking the School Board of Brevard County Electrical Supplies Contract ITB 22-268-B-JW. Authorize staff to execute contract documentation subject to review and approval by General Counsel.

The installation of the light fixtures will be handled by another vendor and the cost is expected to be less than $25,000 and will be authorized at staff level.

Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	The amount of $187,763.40 is included in the proposed capital Budget.

Attachments:

Raybro CT8 Parking Garage Light Fixtures Quote.pdf

RAYBRO ELECTRIC SUPPLIES
RAYBRO ELECTRIC
419 ROSA L. JONES DR.
COCOA FL 32922
TEL: 321 636-1646 FAX: 321 639-7858

SLS:	3886	PAGE:	001 OF 001
INSLS:	3886	QUOTE #:	1048348
BY:	TT	DATE:	08/20/26
FOB:	SHIPPING POINT	REV #:	002
FRT:	PREPAID	REV DATE:	08/20/26

CONTACT: TUCKER THOMAS

QUOTE FOR: CANAVERAL PORT AUTHORITY

ACCT #: EC-21100 CANAVERAL PORT AUTHORITY

QUOTE EXPIRES 09/19/2026

ACCOUNTS PAYABLE
445 CHALLENGER ROAD, SUITE 301
CAPE CANAVERAL, FL 32920
TEL: (321) 783-7831

CUS PO #: CT8 PARKING GARAGE
JOB NAME: PARKING CANOPY FIXTURES

LN	QTY	MFR	CATALOG #/DESCRIPTION	PRICE	UOM	EXT AMT
01	300	CPL	TT-D1-AMB-U-WQ-AP-NAT-MS/ DIM-L08	568.98	E	170,694.00
02			AS PER THE SCHOOL BOARD OF BREVARD COUNTY ELECTRICAL			
03			SUPPLIES CONTRACT: ITB 22-268-B-JW ELECTRICAL SUPPLIES			
04			CATALOG DISCOUNT BID			

MDSE:	170,694.00
TAX:	0.00
TOTAL:	170,694.00

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

CUSTOMER COPY

Meeting Date

September 23, 2026

AGENDA ITEM REQUEST

Section:	Finance
Item Number:	4.A
Department:	Finance
Requested Action:	Consideration of approving Resolution RES-2026-005-EXE-3 Line of Credit renewal with Truist Bank. (Jeff Long)
Summary Explanation & Background: In 2016, the Authority entered into a Line of Credit agreement with Truist Bank to provide short term financing for capital projects. The proposed agreement has a borrowing limit of $20 million and would extend the maturity three years to October 6, 2029. RES-2026-005-EXE-3 is required and attached for approval.	
Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

RES-2026-005-EXE-3_Line of Credit Extension with Truist.pdf

CANAVERAL PORT AUTHORITY
RES-2026-005-EXE-3

A RESOLUTION OF THE CANAVERAL PORT AUTHORITY AUTHORIZING AN AMENDMENT TO THE EXISTING COMMERCIAL NOTE UNDER THE REVOLVING LINE OF CREDIT WITH TRUIST BANK TO EXTEND THE MATURITY DATE; APPROVING THE FORM OF AN ALLONGE TO COMMERCIAL NOTE; DELEGATING TO THE CHAIRMAN, VICE CHAIR, SECRETARY/TREASURER, THE CHIEF EXECUTIVE OFFICER, AND THE CHIEF FINANCIAL OFFICER THE AUTHORITY TO TAKE ALL APPROPRIATE ACTIONS WITH RESPECT TO SUCH AMENDMENT AND ALL OTHER DOCUMENTS RELATED THERETO; PROVIDING OTHER DETAILS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in order to obtain funds for various capital projects and other lawful expenditures (including working capital), the Canaveral Port Authority (the "Issuer") and Truist Bank (the "Lender") entered into an Agreement to Commercial Note dated October 11, 2022 (the "Loan Agreement") and issued thereunder the Commercial Note dated October 11, 2022 in a principal amount not to be outstanding thereunder at any one time in excess of $20,000,000 (as amended the "Note"); and

WHEREAS, the Issuer and the Lender have agreed to extend the maturity date to October 6, 2029 as set forth in the Allonge to the Commercial Note (the "Allonge");

BE IT RESOLVED BY THE CANAVERAL PORT AUTHORITY as follows:

Section 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapter 315, Florida Statutes, Chapter 28922, Laws of Florida, Special Acts of 1953, as supplemented and amended, and other applicable provisions of law (collectively, the "Act"). This Resolution supplements Resolution No. 92-8, adopted by the Issuer on October 7, 1992, as the same has been supplemented and amended (the "Bond Resolution").

Section 2. DEFINITIONS. Words and phrases used herein in capitalized form and not otherwise defined herein (including, without limitation, in the preamble hereto) shall have the meanings ascribed thereto in the Agreement to Commercial Note, as amended, and, in addition, the following words and phrases shall have the following meanings:

"Authorized Signatories" means any one or more of the Chairman, Vice Chair and Secretary/Treasurer of the Governing Body of the Issuer, the Chief Executive Officer of the Issuer and the Chief Financial Officer of the Issuer.

Section 3. AUTHORIZATION OF ALLONGE. The Issuer hereby authorizes the execution and delivery of the Allonge, attached hereto as Exhibit "A." The form and terms of the Allonge attached hereto is hereby approved, and the Authorized Signatories are authorized to execute and deliver the same, with such changes, insertions, omissions and filling of blanks as may be approved by the Authorized Signatory, executing the same, such approval to be conclusively evidenced by the execution thereof by an Authorized Signatory. The Issuer hereby authorizes and approves all future extensions and renewals on identical terms to the Note as renewed and extended in the sole discretion of the Bank by written notice from the Bank to the Borrower.

Section 4. PAYMENT AND PLEDGE. The Note as modified by Allonge shall constitute Subordinated Indebtedness as such term is defined in the Bond Resolution. The principal of and interest on the Note as modified by the Allonge shall be limited obligations of the Issuer, payable solely from the Gross Revenues, as such term is used in the Bond Resolution, subordinate to the payment of Bonds (as defined in the Bond Resolution) issued pursuant to the terms of the Bond Resolution. The Note as modified by the Allonge shall not constitute a general obligation, or a pledge of the faith, credit or taxing power of the Issuer, the Port District (as defined in the Bond Resolution), the State of Florida, or any political subdivision thereof, within the meaning of any constitutional or statutory provisions. Neither the State of Florida, any political subdivision thereof, the Issuer nor the Port District shall be obligated (1) to exercise its ad valorem taxing power in any form on any real or personal property of or in the Issuer to pay the principal of the Note as modified by the Allonge, the interest thereon, or other costs incidental thereto or (2) to pay the same from any other funds of the Issuer except from the Gross Revenues, in the manner provided in the Bond Resolution.

Section 5. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 6. APPLICABLE PROVISIONS OF LAW. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

Section 7. AUTHORIZATIONS. The Authorized Signatories are hereby authorized to execute and deliver on behalf of the Issuer the Allonge as provided hereby and to pay such expenses incurred in connection herewith, including fees of Lender's counsel, and the Secretary/Treasurer is hereby authorized to attest any such signatures on any such documents and to affix the Issuer's seal thereto to the extent required by such documents. All officials and employees of the Issuer, including, without limitation, the Authorized Signatories, are authorized and empowered, collectively or individually, to take all other actions and steps and to execute all instruments, documents, agreements and contracts on behalf of the Issuer as they shall deem necessary or desirable in connection with the execution and delivery of the Allonge and the carrying out of the intention of this Resolution.

Section 8. REPEALER. All resolutions or parts thereof in conflict herewith are hereby repealed.

Section 9. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 23rd day of September, 2026.

(SEAL) **CANAVERAL PORT AUTHORITY**

BY: _____
Chairman

ATTEST:

_____
Secretary/Treasurer

EXHIBIT "A" TO RESOLUTION

FORM OF ALLONGE TO NOTE

ALLONGE TO

CANAVERAL PORT AUTHORITY

COMMERCIAL NOTE

THIS ALLONGE TO COMMERCIAL NOTE OF CANAVERAL PORT AUTHORITY (this "Allonge") dated September 23, 2026 (the "Effective Date"), is made by the Canaveral Port Authority (the "Borrower"), a special district and existing under the laws of the State of Florida, to and for the benefit of Truist Bank, a North Carolina banking corporation (the "Bank"). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the hereinafter defined Note.

WITNESSETH:

WHEREAS, the Borrower previously issued up to $20,000,000 Commercial Note pursuant to Resolution No. 2022-004-EXE-3 adopted by the Borrower on October 5, 2022 (the "Original Resolution") and an Agreement to Commercial Note dated October 11, 2022 (the "Agreement"), by and between the Borrower and the Bank; and

WHEREAS, the Borrower has adopted a Resolution (the "Amending Resolution") approving, among other things, the form of an Allonge to be attached to the Note in order to extend the maturity date of the Note; and

WHEREAS, the Borrower is executing and delivering this Allonge as contemplated by the Amending Resolution in order to extend the maturity date of the Note.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Borrower ratifies the Note and agrees as follows:

1. This Allonge is to be physically attached to the Note and is incorporated into and forms a part of the Note.
2. The third paragraph under the heading "Repayment Terms" on page 1 of the Note is hereby amended and restated in its entirety as follows:

   "As used herein, the term "maturity date" means October 6, 2029, or such date to which this Note may be extended or renewed in the sole discretion of Bank by written notice from Bank to Borrower."

3. Except as amended hereby, the Note remains in full force and effect and shall be binding upon Borrower.
4. This Allonge shall be construed, and the obligations, rights and remedies of the parties hereunder shall be determined, in accordance with the laws of the State of Florida without regard to conflicts of laws or principles, except to the extent that the laws of the United States of America may prevail.
5. All references to the term "Note" in the Note, the Agreement, and any other documents related to the Note shall mean the Note as amended by this Allonge.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Canaveral Port Authority has caused this Allonge to be executed in its name by the manual signature of its Chairman and attested by the manual signature of its Secretary/Treasurer, all as of this 23rd day of September, 2026.

CANAVERAL PORT AUTHORITY

BY: _____
Chairman

ATTEST:

_____
Secretary/Treasurer

Meeting Date

September 23, 2026

AGENDA ITEM REQUEST

Section:	Information Technology
Item Number:	5.A
Department:	Information Technology
Requested Action:	Consideration of approving staff to issue purchase orders for the Passenger Boarding Bridge Network Infrastructure and Video Surveillance Camera project in an amount not to exceed $180,560. (Mark Lorusso)

Summary Explanation & Background:

The Passenger Boarding Bridge (PBB) Network Infrastructure and Video Surveillance Camera Project will add network infrastructure and video surveillance cameras to the interior of the PBBs at Cruise Terminals 1, 5, 6, 8, and 10. This technology was previously implemented in the Cruise Terminal 3 PBBs as a proof of concept and has proven to be reliable and beneficial to operations.

The video surveillance cameras will support Operations, Public Safety and Security, and Risk Management. The project will also provide network connectivity to the PBB systems, enabling the transmission of critical operational status and diagnostic information. This capability will assist Facilities with maintenance activities, fault detection, troubleshooting, and investigations. The project enhances operational visibility, improves incident investigation capabilities, and supports the reliable operation and maintenance of critical passenger boarding bridge infrastructure.

A low-voltage contractor will be engaged to furnish and install the required network cabling. Camera installation and configuration will be performed by a certified electronic and physical security systems integrator.

The project is included in the FY 2026 Capital Project Budget in an amount not to exceed $180,560. Purchase orders exceeding $100,000 will be issued to vendors under previously Board-approved continuing contracts, including:

CPA On-Demand IT Professional Services for Federal PSGP-Related Projects, Contract No. PUR-RFP-26-10

- Category 1: Enterprise Network Architecture, Planning, and Administration (SkyHelm)
- Category 2: Low-Voltage and Fiber Optic Systems (Morse Communications, Inc.)
- Category 3: Electronic and Physical Security Systems (Morse Communications, Inc.)

Financial Impact:	Yes

Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	The total not to exceed amount of $180,560 will span two years and is included in the FY26 and FY27 Capital Budget. No change is required. Project 1380 - Computer Equipment

Meeting Date

September 23, 2026

AGENDA ITEM REQUEST

Section:	Information Technology
Item Number:	5.B
Department:	Information Technology
Requested Action:	Consideration of authorizing staff to issue a purchase order to Skyhelm, LLC, pursuant to continuing contract PUR-RFP-26-10 and subject to review and approval by General Counsel, for the annual Network Software & Hardware Maintenance Service Contract renewal in an amount not to exceed $133,600. (Mark Lorusso, Kevin Parker)

Summary Explanation & Background:

The Information Technology department maintains and supports the Port's enterprise network infrastructure, which provides critical connectivity for business applications, communications systems, security systems, operational technology, and other essential services throughout Port facilities. To ensure the continued reliability, security, and supportability of this infrastructure, IT procures manufacturer-authorized software and hardware maintenance services.

This renewal includes maintenance line items that currently expire at various times throughout the year, including September 2026. As part of this renewal, support agreements will be co-termed to align with the Canaveral Port Authority fiscal year. Beginning in FY27, annual renewals will follow a consistent October 1 through September 30 contract period, simplifying contract administration and budget planning.

Maintaining active manufacturer support is essential to receiving software updates, security patches, technical assistance, and hardware replacement services necessary to ensure the continued reliability and availability of the Port's network infrastructure.

Skyhelm, LLC serves as the manufacturer's authorized reseller and will provide the maintenance contract pursuant to the terms and conditions of the continuing contract approved by the Board under PUR-RFP-26-10 On-Demand IT Professional Services.

Staff recommends approval.

Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No

Financial Review:	The total not-to-exceed amount of $133,600 is included in the FY26 and FY27 Operating Budgets and will be charged to Account 44220 - Computer Software Maintenance. No budget amendment is required.

Meeting Date

September 23, 2026

AGENDA ITEM REQUEST

Section:	Operations
Item Number:	6.A
Department:	Operations
Requested Action:	Consideration of authorizing staff to issue a purchase order to Cocoa Beach Express LLC for an amount up to $2,270,000.00 for FY27 pursuant to their contract for On-Demand Taxi and Shuttle Services. (Clyde Mathis, John Lynch)
Summary Explanation & Background: Cocoa Beach Express LLC ("Concessionaire") is the provider of professional shuttle transportation services at Port Canaveral pursuant to that certain Agreement for On-Demand Taxi and Shuttle Services dated January 22, 2025 ("Contract"). Under the Contract, funds are budgeted each fiscal year for as needed shuttle services to transport cruise guests and cruise line employees parking at satellite lots during high volume ship days and during periods of construction. Request for authorization of staff to issue Purchase Orders to Concessionaire to facilitate payment for these as-needed shuttle services in accordance with the terms of the Contract.	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	The total of $2,270,000 is included in the FY27 Proposed Operating Budget.

Meeting Date

September 23, 2026

AGENDA ITEM REQUEST

Section:	Public Safety
Item Number:	7.A
Department:	Public Safety
Requested Action:	Consideration of approving Addendum to the Interlocal Agreement for Seaport Security and Law Enforcement Services in the amount of $11,016,000. The Addendum is a one-year agreement beginning October 1, 2026, and expiring on September 30, 2027. (Peter Bergeron)
Summary Explanation & Background:	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	The total amount of $11,016,000 is included in the proposed FY27 Operating Budget

Attachments:

2026-27 BCSO_CPA_Addendum_clean.pdf

ADDENDUM
INTERLOCAL AGREEMENT FOR SEAPORT SECURITY AND LAW ENFORCEMENT SERVICES

This Addendum (hereinafter referred to as "Addendum") is entered into this 1st day of October 2026, by and between the **CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida, (hereinafter "CPA")** and **WAYNE IVEY, in his official capacity as the Sheriff of Brevard County, Florida,** a county constitutional officer and a county charter officer (hereinafter "SHERIFF").

WHEREAS, SHERIFF currently provides all Seaport Security and Law Enforcement Services to the CPA pursuant to that certain Interlocal Agreement approved by the parties and originally recorded in the Official Records of Brevard County in Official Records Book 7211, starting at Page 157, with the Clerk of Courts, Brevard County and extended and amended from time to time as agreed by the Parties (hereinafter the "Agreement") and

WHEREAS, the Agreement contains a one (1) year term commencing on October 1, 2026, and ending September 30, 2027; and

WHEREAS, in accordance with the Agreement, the parties desire to extend the Agreement for a period of one (1) year and to establish the Consideration flat-fee to be paid by CPA to SHERIFF for Fiscal Year 2026/2027 in accordance with CPA's annual budget process for SHERIFF to provide all Seaport Security and Law Enforcement Services; and

WHEREAS, in accordance with Article 23 of the Agreement, Section 23.15, this Addendum shall serve as a written document, prepared with the same or similar formality as the Agreement and executed by CPA and SHERIFF, authorizing amendment or alteration to terms and conditions of the Agreement; and

WHEREAS, this Addendum shall become effective on October 1, 2026, (the effective date).

NOW, THEREFORE, in consideration of mutual promises contained herein and within the Agreement, the receipt and sufficiency of which are hereby acknowledged by the parties, CPA and SHERIFF agree as follows:

1. Article 15, Section 15.1(a) of the Agreement Addendum is hereby amended to provide as follows:

   "CPA agrees to fund SHERIFF for providing services set forth in the Agreement as follows:

a. The annualized consideration flat-fee amount payable by CPA to SHERIFF for services provided to CPA throughout Fiscal Year 2026/2027 shall be Eleven Million, Sixteen Thousand and 00/100 Dollars ($11,016,000.00), which will be paid in twelve (12) equal monthly installments of Nine Hundred Eighteen Thousand and 00/100 Dollars ($918,000.00) payable on or before the first day of each month commencing October 1, 2026."

2. Article 17, Section 17.1 of the Agreement is hereby amended to provide as follows:

"The term of this Agreement shall commence on October 1, 2026, and shall continue for a term of one (1) year ending on September 30, 2027, and may be extended for a period of three (3) years by mutual agreement of the SHERIFF and CPA, unless otherwise terminated as pursuant to Article 18 of the Agreement dated August 28, 2014. Notwithstanding the forgoing, the effectiveness of this Agreement for each or any annual term shall be dependent upon CPA and SHERIFF successfully reaching an agreement as to the amount of the Agreement Consideration for any such annual term. The annual Agreement Consideration process is identified in and pursuant to Article 15 of the Agreement dated August 28, 2014, as it may have been amended, from time to time."

(REMAINDER OF PAGE INTENIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have made and executed this Addendum on the respective date(s) under each signature: CANAVERAL PORT AUTHORITY signing by and through its Chairman, authorized to execute same on the _____ day of _____, 2026.

CANAVERAL PORT AUTHORITY

By: _____
Jerry W. Allender, Chairman

_____ Day of _____, 2026

ATTEST:

By: _____
Kevin Markey, Secretary/Treasurer

Approved as to form and legal sufficiency
Subject to execution by the parties

By: _____
Craig Langley, P.E., Esquire

IN WITNESS WHEREOF, the parties hereto have made and executed this Addendum on the respective date(s) under each signature: BREVARD COUNTY SHERIFF'S OFFICE signing by and through its SHERIFF, authorized to execute same on the _____ of _____, 2026.

BREVARD COUNTY SHERIFF'S OFFICE

By: _____
Wayne Ivey, Sheriff of Brevard County

_____ Day of _____, 2026

WITNESSES:

_____

_____

Approved as to form and legal sufficiency
Subject to execution by the parties

By: _____
Chief Legal Counsel
Brevard County Sheriff's Office

THIS DOCUMENT IS CONFIDENTIAL AND EXEMPT FROM PUBLIC RECORDS DISCLOSURE REQUIREMENTS IN ACCORDANCE WITH FLORIDA STATUTES SECTION 311.13. THE CONFIDENTIAL INFORMATION SHOULD NOT BE RELEASED EXCEPT AS AUTHORIZED BY LAW.

WARNING: THIS RECORD CONTAINS SENSITIVE SECURITY INFORMATION THAT IS CONTROLLED UNDER 49 C.F.R. PART 1520. NO PART OF THIS RECORD MAY BE DISCLOSED TO PERSONS WITHOUT A "NEED TO KNOW" AS DEFINED IN 49 C.F.R. PART 1520, EXCEPT WITH THE WRITTEN PERMISSION OF THE ADMINISTRATOR OF THE TRANSPORTATION SECURITY ADMINISTRATION. UNAUTHORIZED RELEASE MAY RESULT IN CIVIL PENALTY OR OTHER ACTION. FOR U.S. GOVERNMENT AGENCIES, PUBLIC DISCLOSURE IS GOVERNED BY 5 U.S.C. 552 AND 49 C.F.R. PART 1520

Meeting Date

September 23, 2026

AGENDA ITEM REQUEST

Section:	Public Safety
Item Number:	7.B
Department:	Public Safety
Requested Action:	Consideration of approving the Interlocal Agreement for BCSO for detail Deputy Sheriffs and Maritime Security Officers to provide supplemental (as required) law enforcement security, traffic control to cruise, and other Port operations not to exceed $1,800,000. (Peter Bergeron)
Summary Explanation & Background:	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	The total amount of $1,800,000 is included in the proposed FY27 Operating Budget.

Attachments:

Off_Duty_Detail_Agreement 2026-2027 [final clean].pdf

INTERLOCAL AGREEMENT
BETWEEN
CANAVERAL PORT AUTHORITY
AND
SHERIFF OF BREVARD COUNTY
PROVIDING FOR
CERTAIN LAW ENFORCEMENT, MARITIME SECURITY, TRAFFIC CONTROL SERVICES and SUPPORT SPECIAL DETAILS
DEPUTY SHERIFFS

This Interlocal Agreement (hereinafter referred to as "Agreement"), is entered into and made effective the 1st day of October, 2026, irrespective of when signed by and between the CANAVERAL PORT AUTHORITY, a political subdivision of the State of Florida, (hereinafter referred to as "CPA"), and WAYNE IVEY, SHERIFF OF BREVARD COUNTY, FLORIDA, a county constitutional officer and a county charter officer (hereinafter referred to as "SHERIFF").

WHEREAS, CPA owns and operates Port Canaveral, a deep water port and appurtenant facilities located in Brevard County, Florida; and

WHEREAS, CPA is required to maintain continuous and uninterrupted law enforcement and maritime security services to safeguard persons and property at Port Canaveral; which services are set forth in that certain Inter-local Agreement between CPA and SHERIFF dated August 28, 2014, as thereafter amended from time to time (the "Seaport Security Agreement"); and

WHEREAS, CPA desires to engage the services, from time to time, of deputy sheriffs and Maritime Security Officers (MSOs) employed by SHERIFF, while such deputy sheriffs and MSOs are on or off-duty, to provide certain supplemental maritime security services, if such resources are available; and

WHEREAS, SHERIFF is willing to assist CPA with facilitating the deputy sheriffs and MSOs employed by SHERIFF, on or off-duty as SHERIFF does for other entities needing the services of deputies and MSOs employed by SHERIFF in accordance with the policies and procedures of SHERIFF, whereby the deputy sheriffs and MSOs would be providing their services to CPA as such personnel resources are available; and

WHEREAS, CPA and SHERIFF have entered into this Agreement to facilitate the process of SHERIFF assisting CPA in securing deputy sheriffs who are otherwise employed by SHERIFF (individually, a "Deputy" and collectively, the "Deputies") to provide CPA with certain law enforcement and maritime security services designed to adequately address certain cruise terminal security and traffic control needs immediately prior to, during and after cruise ship passengers are embarking and disembarking at Port Canaveral; to maintain minimum patrol deputy staffing, safe operations at boat ramps, Jetty Park and at CPA special events in the best interest of the public and

the residents of Brevard County, and such needs can be fulfilled though CPA engaging these services by SHERIFF if such resources are available.

NOW THEREFORE, in consideration of the mutual covenants, promises and terms and conditions set forth herein, CPA and SHERIFF do hereby agree as follows:

ARTICLE 1
BACKGROUND, PURPOSE AND INTENT

1.1 The above recitals are true and correct and are incorporated herein as set forth in full hereunder.

1.2 SHERIFF and CPA find that providing certain law enforcement and maritime security services to adequately address cruise terminal security and traffic control needs when cruise ship passengers are embarking and disembarking at Port Canaveral, to maintain minimum patrol deputy sheriff staffing of no less than two deputy sheriffs assigned to each shift as designed and implemented by SHERIFF for law enforcement services, provide safe operations at boat ramps, Jetty Park, and special CPA events as set forth in this Agreement is in the best interest of the public and the residents of Brevard County, and such needs can be fulfilled though CPA engaging the services of the Deputies and MSOs with the assistance of SHERIFF.

ARTICLE 2
ROLES AND RESPONSIBILITIES

2.1 SHERIFF's responsibilities shall include the following:

a. **Required Training**. SHERIFF shall ensure that all of the Deputies who will be providing services to CPA pursuant to this Agreement have received the training necessary to comply with the International Ship and Port Facility Security (ISPS) Code.

b. **Deputy Staffing**.

i. **Precinct Commander and the Use of the Harbormaster's Report.** SHERIFF's Precinct Commander, who is the individual tasked by SHERIFF with overseeing the services rendered by SHERIFF for CPA pursuant to the Interlocal Agreement and this Supplemental Agreement, in consultation and agreement with the Facility Security Officer (FSO), shall determine the staffing of the Deputies required to provide the services to be rendered to CPA pursuant to this Supplemental Agreement as resources are available. In determining the number of the Deputies needed to staff any particular detail (the "Cruise Terminal Daily Detail"), the Precinct Commander and the FSO shall use the Harbormaster's Report for Port Canaveral (the "Harbormaster's Report") for the purpose of

ascertaining the number of cruise ships that are scheduled, the location of each of the cruise ships in relation to the different cruise terminals, the number of passengers anticipated to be disembarking from each of the cruise ships and the number of passengers anticipated to be embarking onto each of the cruise ships on any particular day.

ii. **Staffing of the Cruise Terminal Daily Details by the Precinct Commander.** In determining the number of Deputies that will staff each Cruise Terminal Daily Detail, the Precinct Commander, in consultation and agreement with the FSO, shall take into consideration the number of cruise ships anticipated to be docked at Port Canaveral that will have passengers embarking or disembarking, the number of passengers anticipated to be embarking onto or disembarking from each cruise ship, the location of each cruise ship docked in relation to one another, the vulnerability of each cruise ship to potential security breaches, and the MARSEC (Maritime Security) level existing during a Cruise Terminal Daily Detail. The Precinct Commander or designee shall recommend the staffing of each Cruise Terminal Daily Detail for the next quarter no later than ten (10) days prior to the end of the existing quarter. It is anticipated that typical staffing times for a Cruise Terminal Daily Detail will usually occur between 9:30 a.m. through 2:30 p.m. on any given day in which one or more cruise ships are docked with respect to which passengers are expected to embark or disembark. The FSO will be consulted with any recommended staffing needs and times due to cruise ship scheduling and the FSO will make such staffing determinations.

iii. **Staffing Numbers to be added to Harbormaster's Report.** The Precinct Commander or designee shall provide CPA with the number of Deputies scheduled to staff the Cruise Terminal Daily Details in the Harbormaster's List for each succeeding quarter for the next quarter no later than ten (10) days prior to the end of the existing quarter. The Precinct Commander or designee has the authority to activate deputy sheriff resource staffing without prior consultation with the FSO in order to maintain minimum patrol deputy staffing, provide safe operations at boat ramps, Jetty Park and special events. The FSO will be notified with any adjusted staffing resources or times due to scheduling.

iv. **Non-discriminatory Staffing Procedure.** The Deputies will be selected by the Precinct Commander to staff the Cruise Terminal Daily Details using SHERIFF's non-discriminatory off-duty detail protocol, or as needed by utilizing deputy sheriff and/or MSO resources currently on duty elsewhere that will not affect minimum staffing nor will it include overtime unless an emergency has been declared by the Precinct Commander. Deputies providing off-duty

detail services in connection with this Agreement shall adhere to SHERIFF's policy 300.24 as authorized by SHERIFF.

v. **Supervision.** The Deputies selected by the Precinct Commander to staff the Cruise Terminal Daily Details shall be supervised by the on-duty precinct supervisory chain of command as authorized by SHERIFF.

c. **Invoices for Hours Worked and Administrative Fees**. SHERIFF shall provide CPA with an invoice for the Deputies who have worked each Cruise Terminal Daily Detail, minimum patrol deputy staffing, safe operations at boat ramps, Jetty Park, and special events, and the administrative fees to be paid by CPA to SHERIFF in connection with this Agreement on a bi-weekly basis. The invoice shall contain a list of the names of each of the Deputies who have worked each of the respective details, the number of hours worked by each of the Deputies and the administrative fee. The administrative fee shall be Fifteen and 00/100 Dollars ($15.00) per hour, per Deputy working each respective detail. The fee is specifically for the cost of providing worker's compensation insurance and applicable Federal Taxes for each deputy performing law enforcement services in accordance with this Supplemental Agreement. The invoice shall set forth the total number of hours worked by each Deputy for the respective period multiplied by the administrative fee. If an MSO is requested, the administrative fee to be paid is Seven and 00/100 Dollars ($7.00) per hour, per MSO working each respective detail. Invoices for the MSO administrative fee will follow the format of the invoice for a Deputy.

2.2 CPA's responsibilities shall include, but not be limited to, the following:

a) **Compliance.** CPA, through the administration of this Agreement with SHERIFF and CPA's obligations as set forth herein, is responsible for compliance with all applicable federal, state and local laws, rules, regulations and codes related to the security of Port Canaveral.

b) **Furnishing Data**. CPA shall provide SHERIFF, from time to time, with any information that is different from the information contained in the Harbormaster's Report. This would include any information that would be used for the purpose of ascertaining the number of cruise ships that are scheduled to be docked at Port Canaveral, the location of each of the cruise ships in relation to the different cruise terminals at Port Canaveral, the number of passengers anticipated to be disembarking from each of the cruise ships and the number of passengers anticipated to be embarking onto each of the cruise ships on any particular day.

c) **Payment of Invoices.** CPA shall remit payment to SHERIFF within thirty (30) days for all hours worked by each Deputy who worked the Cruise Terminal Daily Details, safe operations at boat ramps, Jetty Park, and special events along with the applicable administrative fees for the period invoiced. The base rate for each Deputy shall be Fifty Dollars ($50.00) per hour; provided that on days with six (6) or more multi-day, passenger cruise ships in Port, the base rate for each Deputy shall be Sixty Dollars ($60.00) per hour. CPA acknowledges that there is a special event pay rate of an additional Five Dollars ($5.00) per hour over the applicable base hourly rate for the

following special events: New Year's Day, Martin Luther King Jr. Day, President's Day, St. Patrick's Day, Easter, Memorial Day, Independence Day, Labor Day, Halloween, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day. CPA acknowledges that a Deputy who is scheduled to work a Cruise Terminal Daily Detail, safe operations at boat ramps, Jetty Park, and special events, but who does not work at least three (3) hours due to conditions not in the control of such Deputy, shall nevertheless be entitled to be paid by CPA for three (3) hours for each respective detail. If an MSO is requested, the rate for each MSO shall be Thirty and 00/100 Dollars ($30.00) per hour. The rate of pay for an MSO on Special Event will be Thirty-Five and 00/100 Dollars ($35.00) per hour.

d) **Consideration Flexibility.** SHERIFF shall post all off-duty details as requested by CPA. CPA has full understanding that off-duty detail participation is a voluntary decision by interested Deputies. To assist in the CPA's effort to fully staff the requested details, SHERIFF agrees to ensure that Deputies are informed of all open off-duty detail requests, and the corresponding rate of pay established by this Agreement for each detail. When necessary to ensure adequate coverage on days with five (5) or more multi-day, passenger cruise ships in Port, the CPA, in its sole discretion, may request Sheriff to increase the applicable base hourly rate for traffic detail positions only by a maximum of Ten Dollars ($10) per hour. Further, all Deputies shall remain compliant with BCSO policy 300.24 (Secondary Employment).

ARTICLE 3
ASSIGNMENT OF AUTHORITY

CPA does hereby vest in the Deputies who, from time to time, may be assigned to perform law enforcement, maritime security and traffic control services when working a Cruise Terminal Daily Detail, minimum patrol deputy staffing, safe operations at boat ramps, Jetty Park, and special events to the extent allowed by law, the police powers or other powers of CPA, which are necessary to implement and carry forth the services, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by the Deputies. Each Deputy so empowered pursuant to this Agreement and engaged in the performance of maritime security or traffic control services shall be deemed to be a Deputy acting with authority of CPA while performing such services. The Deputies are hereby vested with the power to carry out law enforcement, maritime security and traffic control services as applicable to CPA, to make arrests incident thereto and to do such other things and to perform such other acts as are reasonably necessary with respect to providing the services set forth in this Agreement.

ARTICLE 4
UNIFORMS AND EQUIPMENT

SHERIFF shall provide the Deputies with the uniforms and other equipment necessary for the Deputies selected, from time to time, to perform services for CPA pursuant to this Agreement. Deputies selected to staff the Cruise Terminal Daily Details, safe operations at boat ramps, Jetty Park, and special events shall use agency vehicles, property, uniforms, equipment or other agency

resources as assigned or directed by the Precinct Commander while engaged in the performance of law enforcement, maritime security and traffic control services required under this Agreement.

ARTICLE 5
LICENSES AND CERTIFICATIONS

The Deputies selected, from time to time, to perform services for CPA pursuant to this Agreement shall obtain all necessary training and certifications necessary to perform the law enforcement, maritime security and traffic control services required under this Agreement.

ARTICLE 6
TERM OF AGREEMENT AND TERMINATION OF THIS AGREEMENT

6.1 Term. The term of this Agreement shall commence on October 1, 2026, and shall continue for a term of one (1) year ending September 30, 2027, and, thereafter, shall be treated to have automatically been renewed for the succeeding annual period (one year term) unless or until either party provides the other party with written notice not less than sixty (60) days before the expiration of the then existing annual period of such party's intent not to renew this Agreement, or unless this Agreement is sooner terminated as may be provided for herein. CPA shall pay all invoices submitted to CPA by SHERIFF for services provided during the term of this Agreement no later than thirty (30) days after the date of the expiration or termination of this Agreement.

6.2 Termination for Convenience. Either party may initiate a process to terminate this Agreement for convenience by providing written notice of the intent of such party to terminate this Agreement to the other party whereby such notice shall be effective Three Hundred Sixty-Five (365) days after receipt of such notification by the other party. Upon the effective date of termination, SHERIFF shall refrain from continuing to facilitate the staffing of the Cruise Terminal Daily Details, safe operations at boat ramps, Jetty Park, and special events, but CPA shall pay all invoices submitted to CPA by SHERIFF for services provided during the term of this Agreement no later than thirty (30) days after the effective date of the termination of this Agreement.

6.3 In the event that funds required to finance this Agreement become unavailable at any time or are not allocated by the Brevard County Board of County Commissioners, the SHERIFF may provide CPA with thirty (30) calendar days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.

6.4 This Agreement shall be deemed automatically terminated and of no further force and effect if CPA has filed or consented to the filing of a petition for reorganization or bankruptcy or is otherwise adjudicated insolvent.

ARTICLE 7
AUTHORITY

7.1 SHERIFF's Authority. As a material inducement to CPA to enter into this Agreement, SHERIFF, intending that CPA rely thereon, represents to CPA that:

a. SHERIFF is fully and properly authorized to execute and enter into this Agreement on behalf of SHERIFF and to deliver this Agreement to CPA.

b. This Agreement constitutes a valid and binding obligation of SHERIFF, enforceable against SHERIFF in accordance with the terms of this Agreement.

c. SHERIFF is a duly elected county constitutional officer and county charter officer, and in good standing under the laws of the state of Florida, and has full power and authority to enter into this Agreement and to perform SHERIFF's obligations under this Agreement, in accordance with the terms of this Agreement.

d. The execution of this Agreement by the individual executing this Agreement on behalf of SHERIFF, and the performance by SHERIFF of SHERIFF's obligation under this Agreement, have been duly authorized and approved by all necessary action, and the execution, delivery and performance of this Agreement by SHERIFF does not conflict with any agreements, rules, regulations or laws governing SHERIFF.

7.2 CPA's Authority. As a material inducement to SHERIFF to enter into this Agreement, CPA, intending that SHERIFF rely thereon, represents to SHERIFF that:

a. CPA is fully and properly authorized to execute and enter into this Agreement and to deliver this Agreement to SHERIFF.

b. This Agreement constitutes a valid and binding obligation of CPA, enforceable against CPA in accordance with the terms of this Agreement.

c. CPA is a duly organized, validly existing governmental agency and in good standing under the laws of the state of Florida, and has full power and authority to enter into this Agreement, to perform CPA's obligations under this Agreement, in accordance with the terms of this Agreement.

d. The execution of this Agreement by the individual executing this Agreement on behalf of CPA, and the performance by CPA of CPA's obligation under this Agreement, have been duly authorized and approved by all necessary action, and the execution, delivery and performance of this Agreement by CPA does not conflict with any agreements, rules, regulations or laws governing CPA.

ARTICLE 8
DEFAULT

Notwithstanding a party's right to terminate this Agreement as set forth in Article 6 above, if CPA or SHERIFF fails to perform or observe any of the material terms and conditions of this Agreement for a period of thirty (30) calendar days after receipt of written notice of such default from the other party, the party giving notice of default may be entitled, but is not required, to seek any equitable or extraordinary relief, including but not limited to, specific performance of this Agreement on an expedited basis, as the performance of the material terms and conditions contained herein relate to the health, safety, and welfare of the people of Brevard County subject to this Agreement. The parties acknowledge that money damages or other legally available remedies may be inadequate for the failure to perform, and that the party giving notice is entitled to obtain an order requiring specific performance by the other party. Failure of any party to exercise its rights in the event of any breach by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any failure to perform by the other party unless such waiver is in writing and signed by the proper authority for the waiving party. Such waiver shall be limited to the terms specifically contained therein. This Article shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity.

ARTICLE 9
INSURANCE

SHERIFF and CPA shall each individually maintain throughout the term of this Agreement any and all applicable insurance required by Florida law for governmental entities and each party shall furnish the other, upon written request, written verification of such insurance coverage prior to the execution of this Agreement.

ARTICLE 10
LIABILITY

10.1 SHERIFF and CPA shall each be independently and separately liable and responsible for the actions of its officers, agents and employees, while acting within the scope of their employment, in the performance of their respective obligations under this Agreement.

10.2 SHERIFF and CPA shall each independently defend any action or proceeding brought against their respective agency arising under this Agreement and shall be separately responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof.

10.3 SHERIFF and CPA agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages and causes of action which may be brought against either party pursuant to this Agreement.

10.4 SHERIFF and CPA are state agencies or political subdivisions as defined in Section 768.28, *Florida Statutes*, and agree to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity is applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter, whether arising out of this Agreement or any other contract.

ARTICLE 11
MISCELLANEOUS

11.1 Joint Preparation: The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

11.2 Merger/Amendments: This Agreement incorporates and includes all prior negotiations, correspondence, 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 this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Agreement.

11.3 Assignment: Except as to the election or appointment of an individual other than Wayne Ivey to serve as the Sheriff of Brevard County, Florida, the respective obligations of the parties set forth in this Agreement shall not be assigned, in whole or in part, without the prior written consent of the other party.

11.4 Records: SHERIFF and CPA shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, *Florida Statutes*, said records shall be available for audit by the County Auditor. In addition, each party shall comply with the applicable provisions of Section 119.0701, *Florida Statutes*.

11.5 Governing Law and Venue and Waiver of Jury Trial: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Eighteenth Judicial Circuit of Brevard County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

11.6 Severability: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CPA or SHERIFF elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within thirty (30) days after the finding by the court becomes final. In such an event, SHERIFF and CPA agree to cooperate fully with the other to effectuate a smooth transition of services back to CPA.

11.7 Notices: Whenever either party desires to give notice to the other, such notice must be in writing and sent by certified or registered United States mail, return receipt requested, courier, evidenced by a delivery receipt or by an overnight express delivery service addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section 11.7. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery.

For CPA:

Canaveral Port Authority
Attn: Chief Executive Officer
445 Challenger Rd., Suite 301
Cape Canaveral, FL 32920

For SHERIFF:

Brevard County Sheriff's Office
Sheriff Wayne Ivey
700 Park Avenue
Titusville, FL 32780

11.8 Nondiscrimination: SHERIFF shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, age, color, sex or National origin, sexual orientation, marital status, political affiliation, or physical or mental disability if qualified. SHERIFF shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or National origin, sexual orientation, marital status, political affiliation, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. SHERIFF agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

11.9 Third Party Beneficiaries: Neither SHERIFF nor CPA intend that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement, except that the Deputies who are to work a Cruise Terminal Daily Detail, minimum patrol

deputy staffing, safe operations at boat ramps, Jetty Park, and special events shall be considered to be a third party beneficiary of this Agreement relative to the right to seek payment from CPA pursuant to the terms of this Agreement. Therefore, except as provided in this Section 11.9, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that, except as provided in this Section 11.9, this Agreement it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

11.10 Performance: SHERIFF and CPA represent that all persons delivering the services required under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations and services set forth herein in a skillful and respectable manner.

11.11 Waiver of Breach and Materiality: Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. CPA and SHERIFF agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

11.12 Compliance with Laws: The parties shall comply with all federal, state and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

11.13 Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 12 of this Agreement shall prevail and be given *effect.*

11.14 Amendments: Except as expressly authorized in this Agreement, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by CPA and SHERIFF.

11.15 Multiple Originals: This Agreement may be fully executed in more than one (1) copy by all of the parties, each of which, bearing original signatures, shall have the force and effect of an original document.

11.16 Audit Rights: CPA and SHERIFF shall each have the right to audit the books, records and accounts of each other related to this Agreement at any time. Each party shall keep such books, records and accounts as may be necessary in order to record complete and correct entries for this purpose.

11.17 CPA represents that the performance of its services being transferred are compliant with 45 CFR Section 164 (HIPAA Privacy Rule). SHERIFF agrees that it will continue to comply with applicable regulations under the HIPAA Privacy Rule as it relates to services performed under this Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective date(s) under each signature: CANAVERAL PORT AUTHORITY signing by and through its Chairman, authorized to execute same on the _____ day of _____, 2026.

CANAVERAL PORT AUTHORITY

ATTEST:

_____
Kevin Markey, Secretary/Treasurer

By:_____
Jerry W. Allender, Chairman

_____ day of _____, 2026

Approved as to form and legal sufficiency,
subject to execution by the parties:

By:_____
Craig Langley, P.E., Esquire

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective date(s) under each signature: SHERIFF OF BREVARD COUNTY signing by and through its Sheriff, Wayne Ivey, authorized to execute same on the _____ day of _____, 2026.

WITNESSES:

SHERIFF OF BREVARD COUNTY

_____
Witness

By:_____
Wayne Ivey, Sheriff

_____
Witness

_____ day of _____, 2026

Approved as to form and legal sufficiency,
subject to execution by the parties:

By:_____
Alan Diamond, Esq., Chief Legal Counsel

THIS DOCUMENT IS CONFIDENTIAL AND EXEMPT FROM PUBLIC RECORDS DISCLOSURE REQUIREMENTS IN ACCORDANCE WITH FLORIDA STATUTES SECTION 311.13. THE CONFIDENTIAL INFORMATION SHOULD NOT BE RELEASED EXCEPT AS AUTHORIZED BY LAW.

WARNING: THIS RECORD CONTAINS SENSITIVE SECURITY INFORMATION THAT IS CONTROLLED UNDER 49 C.F.R. PART 1520. NO PART OF THIS RECORD MAY BE DISCLOSED TO PERSONS WITHOUT A "NEED TO KNOW" AS DEFINED IN 49 C.F.R. PART 1520, EXCEPT WITH THE WRITTEN PERMISSION OF THE ADMINISTRATOR OF THE TRANSPORTATION SECURITY ADMINISTRATION. UNAUTHORIZED RELEASE MAY RESULT IN CIVIL PENALTY OR OTHER ACTION. FOR U.S. GOVERNMENT AGENCIES, PUBLIC DISCLOSURE IS GOVERNED BY 5 U.S.C. 552 AND 49 C.F.R. PART 1520.

Meeting Date

September 23, 2026

AGENDA ITEM REQUEST

Section:	Public Safety
Item Number:	7.C
Department:	Public Safety
Requested Action:	Consideration of approving an Agreement for Services ("Agreement") between the Canaveral Port Authority ("CPA") and Cape Canaveral Volunteer Fire Department ("CCVFD") for fire protection, training, and Fireboat 2 operation, and authorize FY2027 budget in the amount of $3,711,890.00, and lifeguard services in the amount of $233,372.27. This is a one-year agreement beginning on October 1,2026 and expiring on September 30,2027. (Peter Bergeron)
Summary Explanation & Background: CCVFD provides fire protection and emergency medical services for Port Canaveral, including lifeguard services at Jetty Park and providing personnel for operation of the CPA-owned Fireboat 2.	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	The total amount of $3,711,890.00 and $233,372.27 is included in the Proposed FY27 Operating Budget.

Meeting Date

September 23, 2026

AGENDA ITEM REQUEST

Section:	Public Safety
Item Number:	7.D
Department:	Public Safety
Requested Action:	Consideration of approving an Agreement for services between the Canaveral Port Authority ("CPA") and Port Canaveral Marine Firefighting Training Academy, Inc. ("PCMTA") for marine firefighting training and authorize the FY2027 budget in the amount of $182,500. (Peter Bergeron / Chief Chris Quinn).
Summary Explanation & Background: Pursuant to this Agreement, the CPA partners with the PCMTA who provides a state-of-the-art training facility located at Port Canaveral where PCMTA provides tailored curriculum to shipboard personnel and firefighters and offers an LNG training facility	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	The total amount of $182,500 is included in the proposed operating FY27 Budget.

Meeting Date

September 23, 2026

AGENDA ITEM REQUEST

Section:	Real Estate
Item Number:	8.A
Department:	Real Estate
Requested Action:	Consideration of approving a Lease Agreement with GT USA LLC ("GT USA") to lease a portion of the Parcel C tract on the north side of the Port containing approximately +/-9.95 acres (433,585 square feet) for cargo storage and processing. This document has been reviewed and approved by General Counsel (Mark Milisits)

Summary Explanation & Background:

GT USA currently operates under a Marine Terminal Lease and Operating Agreement, dated June 23, 2014, on a twenty (20) acre site located adjacent to North Cargo Berth 6 on the north side of Port Canaveral. GT USA seeks to lease an additional 9.95 acres of adjacent land on the southern portion of Parcel C. The initial construction will include no less than fifteen (15) hurricane-resistant membrane warehouses, each with a minimum of 11,250 square feet (approximately 168,750 total square feet) to handle, store and process breakbulk and general cargo such as lumber, steel, project cargo and containers.

Tenant: GT USA, LLC
Premises: Southern portion of Parcel C (located east of Grouper Road and south of Magellan Road)
Total Size: Approximately 9.95 acres (433,585 square feet)
Initial Lease Term: Nine (9) years and six (6) months (October 1, 2026 - March 31, 2036)
First Extension Period: Once (1) ten-year automatic extension, subject to termination by either party
Second Extension Period: One (1) five-year automatic extension, subject to termination by either party
Termination Option: Tenant may terminate with sixty (60) days' notice to Landlord in the event its Marine Terminal Lease and Operating Agreement is terminated
Use: To handle, store and process breakbulk and general cargo such as lumber, steel, project cargo and containers
Construction Timeframe: Tenant shall have nineteen (19) months from the effective date to complete the improvements
Rent Abatement Period: Months 1-21: Full Rent Abatement; Months 22-30: 25% Rent Abatement
Monthly Rent: Starting in Month 31: $80,936 (including Port Infrastructure Fee), increasing 3% annually beginning in Year 4
Total Rent Revenue: 24 years and 6 months; $49,444,949 (including Port Infrastructure Fee and MAG)
Minimum Annual Guarantee (MAG): Starting in Month 31: $607,019 annually, increasing 3% annually beginning in Year 4
Security Deposit: $161,871
Capital Improvements by CPA: None

Recommendation: Staff recommends approval.

Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

Lease Agreement.pdf

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made as of the last date signed below (the "Effective Date"), by and between the **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida ("Landlord"), whose address is 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920, and **GT USA LLC**, a Florida limited liability company, whose address is 9180 Grouper Road, Cape Canaveral, Florida 32920 ("Tenant"). Landlord and Tenant are at times hereinafter referred to respectively as a "Party" and collectively as the "Parties".

1. DEMISE AND DESCRIPTION.

1.1 Premises. Landlord, for and in consideration of the rents to be paid and the covenants to be performed by the Tenant, does hereby rent and lease to Tenant, on the terms and conditions and for the purposes set forth herein, the following described real property:

The property consisting of a vacant, unimproved lot consisting of ±9.95 acres (433,585 square feet) as more particularly described on the Sketch and Legal Description on **Exhibit "A"** (the "Premises").

2. INITIAL TERM; RENEWAL OPTIONS.

2.1 Lease Term. The term of this Lease shall be nine (9) years and six (6) months commencing on the Effective Date and expiring on March 31, 2036 (the "Term"). Unless terminated earlier in accordance with this Lease, the Term may be extended for up to one (1) ten (10) year period and one (1) additional five (5) year period, as provided below, for a maximum Term of twenty-four (24) years, six (6) months. The initial Term, together with any properly exercised extension periods (as provided below), shall be known as the "Term". Tenant shall have the right, with sixty (60) days written notice provided to Landlord, to terminate this Lease with no penalty or further obligation in the event that certain Marine Terminal Lease and Operating Agreement existing between the Parties dated June 23, 2014 for the leased premises located at 9100 Grouper Road expires or is terminated for reasons other than a default.

2.2 First Extension Period. The Term may automatically extend for an additional ten (10) year period to end on March 31, 2046 ("First Extension Period"), provided that: (1) Tenant is not in default in the performance of any of the terms and conditions contained in this Lease, and (2) either Party, in its sole and absolute discretion, has not provided written notice to the other Party of its intent to not allow the Term to extend ("Notice of Non-Renewal") by April 1, 2035.

2.3 Second Extension Period. Consecutive to the First Extension Period, the Term may automatically extend for an additional five (5) year period to end on March 31, 2051 ("Second Extension Period"), provided that: (1) Tenant is not in default in the performance of any of the terms and conditions contained in this Lease, and (2) either Party, in its sole and absolute discretion, has not provided a Notice of Non-Renewal by April 1, 2045.

2.4 Holding Over: If Tenant remains in possession of the Premises after expiration of the Term without Landlord's written consent and without any express agreement between the Parties on an

extension of the Term, Tenant shall be a tenant at sufferance as provided in §83.04, Florida Statutes, and such tenancy shall be subject to the provisions thereof, except that Rent (defined below) during the holdover period shall be one hundred fifty percent (150%) of the Rent in effect during the final month of the Term for the first thirty (30) days and two hundred percent (200%) of the Rent in effect during the final month of the Term thereafter. In addition to and not limiting any other rights or remedies which Landlord may have on account of Tenant holding over without written consent of Landlord, Tenant shall be liable for any and all direct and consequential damages incurred by Landlord on account of such unapproved holding over including claims by tenants entitled to future possession. Nothing in this paragraph shall be construed as the consent of Landlord to Tenant's possession of the Premises after the expiration of the Term.

3. INITIAL CONSTRUCTION OBLIGATIONS.

3.1 At Tenant's sole cost and expense, Tenant shall develop, construct, and begin operating a storage and distribution warehouse facility consisting of a minimum of fifteen (15) hurricane-resistant membrane warehouses containing no less than 11,250 square feet each (approximately 168,750 total square feet) on the Premises, as generally shown on the Site Depiction attached hereto and incorporated herein as **Exhibit "A-1"** (the "Improvements"), in accordance with the following substantial construction progress deadlines, or as otherwise approved in writing by Landlord:

(a) Within two hundred ten (210) days of the Effective Date: Completion and submittal of development/site plans to Landlord for the Improvements;

(b) Within three hundred (300) days of the Effective Date: Commencement of construction of the Improvements;

(c) Within five hundred seventy (570) days of the Effective Date: Completion of construction of the Improvements, as demonstrated by Tenant providing a certificate of occupancy and As-Built Survey at its sole expense to Landlord.

All Tenant construction deadlines (including deadlines for submitting site plans, commencing construction, and achieving completion) shall be equitably adjusted for any Force Majeure event (provided that Tenant gives prompt written notice of same); or delay caused by Landlord or any governmental or permitting authority, including delays in approvals, inspections, or access. Such delays shall not constitute a default by Tenant or trigger any penalties, provided Tenant gives prompt written notice upon becoming aware of the delay.

3.2 If Tenant has failed to substantially fulfill any of the development obligations set forth herein, Landlord may at Landlord's option, elect to either:

(a) Reduce the Term of the Lease to expire five (5) years from the Effective Date (i.e., September 30, 2031); or

(b) Treat the failure to fulfill the obligations of this section as a material default under the Lease.

3.3 With the exception of a leasehold mortgage or other encumbrance related to financing the construction of the Improvements that is reasonably approved by Landlord, Tenant may not otherwise encumber the Premises or Improvements in any manner, except as expressly provided herein, and any such encumbrance shall be void and of no effect, and the rights of Landlord in the Premises or its Improvements shall be superior to any claim of any other party therein.

4. **RENT.**

4.1 Rent. The Lease shall be deemed to be a "triple net" lease, it being the express understanding and intent of the Parties that the Base Rent due hereunder shall be absolutely net to Landlord. Effective upon the Effective Date, Tenant agrees to pay to Landlord rent consisting of base rent ("Base Rent") and a Port Infrastructure Fee ("PIF") (collectively, the "Rent"), plus any applicable State of Florida sales tax and any other tax, fee, or assessment that may be levied by applicable governmental authority on the Premises. In consideration of performing the Improvements, the Rent shall be abated for the first thirty (30) months of the Term ("Rent Abatement Period") as shown below. For purposes of the Lease, a "Lease Year" is defined as a twelve (12) month period of the Term spanning October 1st – September 30th) (i.e., Lease Year 2 is the period of the Term spanning October 1, 2027 to September 30, 2028). Rent shall be paid in accordance with the following table in USD:

TERM	BASE $/SF PER YEAR	PIF $/SF PER YEAR	MONTHLY BASE RENT	MONTHLY PIF	TOTAL MONTHLY RENT*
Effective Date – September 30, 2027	0.00	0.00	$0.00	$0.00	$0.00
October 1, 2027 – June 30, 2028	0.00	0.00	$0.00	$0.00	$0.00
July 1, 2028 – March 31, 2029	1.28	.39	$46,249.07	$14,091.51	$60,340.58
April 1, 2029 – September 30, 2029	1.70	.54	$61,424.54	$19,511.33	$80,935.87
Lease Years 4 – 25	3% ANNUAL INCREASE				

*plus applicable sales tax, if any, subject to change by governmental authority

4.2 Rent Adjustments. Rent shall increase three (3%) percent annually beginning on the third (3rd) anniversary of the Effective Date, and continue throughout any extension periods.

4.3 Minimum Annual Guarantee.

(a) Commencing on April 1, 2029, in addition to Rent and continuing throughout the Term, Tenant agrees that a minimum of $1.40 per square foot of the Premises (the "Minimum Annual Guarantee" or "MAG") will accrue to the Landlord annually for the use of the Premises. The period for the first MAG shall be six (6) months (April 1, 2029 through September 30, 2029) and thereafter will be every twelve (12) months. The MAG is a cargo-generated financial guarantee that shall only be satisfied by dockage and wharfage paid to Landlord for cargo throughput (not including containers) handled within the Premises. Any Tariff (as defined below) reductions provided to Tenant's customer(s) shall be mutually agreed upon in advance, on a case-by-case basis, by Landlord, Tenant and Tenant's customer(s), and shall only apply in such cases of new cargo business. Upon Landlord's written request, Tenant shall promptly provide verification of the amounts of cargo volume

moving through the Premises, including providing certified copies (or access to) auditable books, records, and manifests.

(b) Effective October 1, 2029, and each Lease Year thereafter, the MAG shall be increased by three percent (3%).

(c) Landlord shall notify Tenant in writing of any shortfall between the revenue derived toward the MAG and the MAG for an applicable Lease Year. Any shortfall amount shall be paid by Tenant within sixty (60) calendar days of receipt of such notice in the same manner as Rent and subject to the same late charges.

(d) For clarity, dockage and wharfage revenue shall be credited against the MAG obligation on an 'as paid' basis, consistent with prior correspondence.

4.4 Time of Payment. Tenant agrees to pay Rent to Landlord monthly in advance. The first Rent payment shall be due on the Effective Date. All subsequent Rent payments shall be due on the first day of each month throughout the Term.

4.5 Place of Payment. Rent shall be paid without demand, set off or deduction, monthly in advance to Landlord at 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920, Attn.: Finance, or to such other address as Landlord directs in writing.

4.6 Late Charges. All rental payments or other charges unpaid on the 30th calendar day following the day the rental payment is due are delinquent. Delinquent accounts shall incur a late charge of one and one-half percent (1-1/2%) for each month, eighteen percent (18%) per year, simple interest, on any portion of said rental payment which remains delinquent.

4.7 Sales Tax. Should commercial rents become subject to state and/or local sales tax, said sales taxes, if any, shall be paid in addition to and at the same time as Rent payments.

4.8 Taxes and Assessments. Tenant shall be solely responsible for, and shall promptly pay directly to the applicable authority, all real estate, personal property and other ad valorem taxes and non-ad valorem taxes, any other levies, charges, local improvement rates, and assessments whatsoever assessed or charged against the Premises, or the equipment and improvements owned or to be constructed by Tenant on the Premises, including all fees and costs associated with the appeal of any assessment on taxes incurred during the Term.

Notwithstanding the above, Tenant shall not be responsible for real estate taxes for tax year 2026. In the last year of the Term, Tenant shall only be responsible for real estate taxes corresponding to the portion of the Term of the Lease during the applicable calendar year. For such partial calendar year, Landlord shall bill Tenant and Tenant shall pay its share of real estate taxes directly to Landlord in the same manner as Rent. For such partial calendar year in the last year of the Term, Landlord shall retain from the Security Deposit Tenant's share of real estate taxes based on the prior calendar year's real estate tax assessment and retains the right to bill Tenant for any difference in Tenant's share based on the final real estate tax assessment for the applicable year, or refund Tenant any overpayment once the actual tax amount is known.

At such time as the Brevard County Property Appraiser's Office separately assesses the Premises, Tenant shall be responsible and pay directly to the Brevard County Tax Collector for the taxes and assessments billed by the Brevard County Tax Collector for the Parcel ID number(s) designated to the Premises.

Once the Premises is separately assessed, Tenant shall pay one hundred percent (100%) of the taxes and assessments directly to Brevard County Tax Collector before said taxes and assessments become delinquent. Tenant shall promptly provide Landlord a copy of the paid receipt from the Brevard County Tax Collector upon receipt of written request.

Tenants' failure to pay said taxes and assessments before delinquent shall constitute a default under the Lease. These payment obligations of Tenant shall survive termination of this Lease. At its sole option Landlord may, but is not obligated to, advance payment for such taxes, fees, or assessments not timely paid by Tenant. Tenant shall reimburse the Landlord for any advances made by the Landlord for payment of such taxes, fees, or assessments within thirty (30) days upon receipt of notice thereof.

4.9 Other Fees and Assessments. Tenant shall be solely responsible for, and shall promptly pay directly to the applicable authority, any impact fees, connection fees, or other development fees or assessments arising from or related to its development of the Premises.

4.10 Utilities. Tenant, at its sole cost and expense, shall be responsible for ensuring utilities are separately metered and/or assessed at the Premises, and all other costs and expenses involved in the connection, care, maintenance, and use thereof.

Tenant shall be responsible for the disposal of all trash, debris, and waste of any kind associated with the operations at the Premises (whether or not such is generated by the Tenant or its subtenants, customers or invitees). Tenant shall provide suitable trash containers in suitable number for its operations. Such trash containers shall be located in an enclosed area(s) within the Premises approved by Landlord in writing.

4.11 Payment of Applicable Charges for Use of the Premises. The Tenant shall be responsible for the prompt payment to Landlord of all charges associated with the use of the Premises as governed by the Landlord's Tariff No. 16, as may be amended from time to time (the "Tariff"). No charges paid pursuant to the Tariff shall reduce the rental payment otherwise required to be paid by Tenant pursuant to this Section 4.

5. **SECURITY DEPOSIT**. On or before the execution of this Lease, Tenant shall remit to Landlord the amount of **One Hundred Sixty-One Thousand Eight Hundred Seventy-One and 00/100 ($161,871.00)** as a security deposit (the "Security Deposit") in cash or an unconditional, irrevocable standby letter of credit at Tenant's election, issued by a U.S. bank acceptable to Landlord, and in a form reasonably acceptable to Landlord. Tenant shall uninterruptedly maintain the letter of credit throughout the Term (including renewals or extensions, if any), and shall deliver any replacement at least thirty (30) days prior to expiration, with no lapse in coverage.

The Security Deposit represents security for the faithful performance and observance by Tenant of each and every term of this Lease. Without limitation of the foregoing, Landlord shall have the right to draft against the Security Deposit for any unpaid Rent or other charges due from Tenant or to cure any other default of Tenant. Landlord shall provide Tenant with not less than five (5) business days' prior written notice of its intention to draw against the Letter of Credit, specifying the amount to be drawn and the reason therefor. During such five (5) business day period, Tenant shall have the right to cure the underlying default or obligation giving rise to such draw, whereupon Landlord's right to draw shall be suspended. If Tenant fails to cure within such period, Landlord may proceed to draw against the Letter of Credit in the amount specified in the notice. If Landlord uses any part of the Security Deposit, Tenant shall restore the Security Deposit to its full amount within ten (10) business days after notice from Landlord. No interest shall accrue to or for the benefit of Tenant on the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts, and no trust relationship is created with respect to the Security Deposit. Landlord shall not be obligated to return the Security Deposit to Tenant upon the expiration or earlier termination of the Lease unless and until all of the following events occur: (i) the payment in full of all Rent or other charges due pursuant to the Lease; (ii) completion of all Lease obligations including end of Term requirements; and (iii) the repair of any and all damage to the Premises. Any unapplied balance of the Security Deposit shall be returned to Tenant within sixty (60) days after Lease expiration or earlier termination, subject to the conditions above.

6. **USE OF PREMISES**.

6.1 Permitted Uses. Tenant may use the Premises only for the purposes of handling, storage, and processing of breakbulk and general cargo, including but not limited to lumber, steel, project cargo, and containers. Permitted activities shall further include warehousing, staging, sorting, stuffing and stripping of waterborne cargo, and ancillary value-added logistics services typically associated with general cargo terminal operations. Notwithstanding the permitted uses herein, Landlord reserves the right to deny uses which, in Landlord's reasonable judgment, adversely impacts the operations or safety of Port operations or adjacent tenants. Tenant shall obtain the prior written permission of Landlord before using the Premises for any other purpose, which permission may be withheld in Landlord's sole and absolute discretion.

Tenant may conduct minor vehicle maintenance operations (defined as light, non-structural, small-scale maintenance or repairs) on the Premises, provided that such activity does not cause damage or leakage of fluids onto the Premises. Tenant shall not permit to be carried on, upon, in, or about said Premises a public or private nuisance, or any activity which may tend to cause, by increasing the hazard of

risk, the increase of insurance premium rates of any kind. All uses shall remain compliant with Applicable Laws and Tenant shall not use the Premises for any illegal or immoral purpose.

6.2 Parking. Parking of vehicles of any type or kind required by Tenant's use of the Premises shall be contained within the Premises. Parking or staging vehicles on any right-of-way or in any manner that impedes traffic flow thereon is strictly prohibited. Landlord has the right to remove or require Tenant to move any vehicle(s) parked outside of the Premises.

7. **ENVIRONMENTAL OBLIGATIONS**. Within one-hundred eighty (180) days of the Effective Date, Landlord shall provide to Tenant a limited Phase II Environmental Site Assessment in accordance with ASTM standards of the Premises to serve as the baseline of the environmental condition of the Premises relative to Tenant's environmental obligations and condition of the Premises upon termination ("Baseline Report"). Tenant shall not be responsible for environmental conditions that pre-date the Effective Date or that are identified in the Baseline Report.

Tenant shall further not be responsible for any contamination that migrates onto the Premises from adjacent or neighbouring properties during the Term, including contamination originating from Landlord's operations, other port tenants, or third parties, provided that such contamination was not caused by or exacerbated by Tenant, Tenant's employees, agents or contractors. In the event of any such migration, Tenant shall promptly notify Landlord upon becoming aware of the same, and Landlord shall be responsible for taking all necessary remediation steps at its own cost and expense.

Tenant shall not drain, deposit, place, discharge or otherwise allow the discharge of any noxious, dangerous, poisonous, hazardous, harmful, or toxic pollutant into the various pipes, drains, and/or inlets of the sanitary sewer system or stormwater systems located on the Premises. Throughout the Term, Tenant shall also prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials (as hereinafter defined) on, under, in, above, to, or from the Premises, except that Hazardous Materials may be used in the Premises as necessary for the customary maintenance of the Premises, and as may be necessary in connection with the permitted use of the Premises set forth in Section 6, provided that same are used, stored and disposed of in strict compliance with Applicable Laws. For purposes of this provision, the term "Hazardous Materials" will mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any Applicable Laws, including petroleum and petroleum products.

If Tenant's activities at the Premises or Tenant's use of the Premises (a) result in a release of Hazardous Materials that is not in compliance with Applicable Laws or permits issued thereunder; (b) gives rise to any claim or requires a response under Applicable Laws or permits issued thereunder; (c) causes a significant public health effect; or (d) creates a nuisance, then Tenant shall, at its sole cost and expense: (i) promptly provide verbal notice thereof to Landlord as well as notice to Landlord in the manner required by this Lease, which notice shall identify the situation and any Hazardous Materials involved and the emergency procedures taken or to be taken; and (ii) promptly take all action in response to such situation required by Applicable Laws, provided that Tenant shall first obtain Landlord's approval of the non-emergency remediation plan to be undertaken.

Notwithstanding other requirements of law, should Tenant obtain information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into sanitary sewer or stormwater systems, or into the Port harbor, Tenant shall promptly notify applicable authorities of such release.

Tenant shall at all times indemnify and hold harmless Landlord against and from any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges and expenses (including reasonable attorneys' fees) of any nature whatsoever suffered or incurred by Landlord to the extent they were caused by the following activities of Tenant at the Premises during the Term of this Lease and arise from events or conditions which came into existence after the Effective Date: (i) any release, threatened release, or disposal of any Hazardous Materials at the Premises, or (ii) the violation of any Applicable Laws at the Premises pertaining to protection of the environment, public health and safety, air emissions, water discharges, hazardous or toxic substances, solid or hazardous wastes or occupational health and safety. The indemnification obligations of Tenant shall survive the expiration or earlier termination of this Lease.

8. **COMPLIANCE WITH LAWS**. Tenant shall comply with all applicable rules, regulations, and policies of Landlord, the U.S. Coast Guard, Immigration and Customs Enforcement, and other authorized federal, state, and local governmental agencies, including but not limited to those relating to security, land pollution, water pollution, sanitation and waste disposal ("Applicable Laws") and shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of any violation of Applicable Laws in, upon, or connected with the Premises, all at Tenant's sole expense. Tenant warrants that all improvements or alterations of the Premises made by Tenant or Tenant's employees, agents or contractors will comply with all Applicable Laws. Tenant will procure at its own expense, all permits and licenses required for the transaction of its business in the Premises. In addition, Tenant warrants that its use of the Premises will be in strict compliance with all Applicable Laws. During the Term, Tenant shall, at its sole cost and expense, make any modifications to the Premises that may be required pursuant to any Applicable Laws.

9. **SIGNAGE**. Tenant shall not place or install any signs on the Premises (excluding signage related to safety or wayfinding) except with the prior written consent of Landlord, including consent as to location and design, which may be withheld in Landlord's reasonable discretion. Any and all such signs shall be installed and shall be maintained by Tenant, at its sole cost and expense, and shall be in compliance with Landlord's Signage Policy, as may be amended from time to time (to be provided to Tenant as of the Effective Date) and all Applicable Laws. Tenant shall be responsible to Landlord for the installation, use, or maintenance of said signs and any damage caused thereby. Tenant agrees to remove all of its signage prior to termination of the Lease and to repair all damage incident to such removal.

10. **ACCESS**.

10.1 Landlord's Access. Landlord shall be entitled, upon at least seventy-two (72) hours' notice to the Tenant (except that Landlord will have the right at all times to enter the Premises without prior notice to Tenant in the event of an emergency affecting the Premises), to enter the Premises to examine them and Tenant's operations on and use of the Premises. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner to minimize interference with Tenant's use and enjoyment of the Premises.

During the last six (6) months of the Term, Landlord and its agents have the right to enter the Premises upon at least twenty-four (24) hours' notice to show them to prospective tenants or anyone having a prospective interest in the Premises. Landlord may place customary "For Lease" signs on the Premises as Landlord deems necessary.

10.2 Tenant's Access. Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, 365 days per year, subject to reasonable security measures and except in the event of an emergency, casualty, force majeure, or similar event which causes Landlord to limit access to Tenant.

11. **QUIET POSSESSION**. If Tenant pays all Rent and fully performs its obligations under this Lease, Tenant shall be entitled to peaceful and quiet enjoyment of the Premises for the Term without interruption or interference by Landlord or any person claiming through Landlord.

12. **INSURANCE**.

12.1 Tenant's Required Insurance. Tenant will throughout the Term (and any other period when Tenant is in possession of the Premises) carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, in the amounts specified with deductible amounts reasonably satisfactory to Landlord:

(a) Commercial General Liability Insurance. Commercial general liability ("CGL") insurance covering claims arising from personal injury, death and property damage occurring in or about the Premises, with minimum limits of $1,000,000 per occurrence and $2,000,000 general aggregate. The CGL policy shall include contractual liability coverage.

(b) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance with a limit of not less than $1,000,000 per occurrence for bodily injury, $500,000 per person and $100,000 property damage or a combined single limit of $1,000,000 for both owned and non-owned vehicles.

(c) Umbrella Coverage. In addition to the primary coverages listed above, Tenant shall also carry and maintain an umbrella or excess liability policy not less than $2,000,000 per occurrence to follow form of CGL.

(d) Property Insurance. All personal property of the Tenant or cargo stored on the Premises or in any building or structure to be placed on the Premises shall be at the sole risk of the Tenant. Insurance of personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements, and betterments made by Tenant on a replacement cost basis, with coverage equal to not less than ninety percent (90%) of the full replacement value of all insured property.

(e) Workers' Compensation. Workers' compensation insurance covering all employees of Tenant, as required by the laws of the State of Florida, and employers' liability coverage subject to a limit of no less than $1,000,000 for bodily injury by accident per accident/$1,000,000 for bodily injury by disease per employee/$1,000,000 for bodily injury by disease policy limit.

(f) Pollution Liability. $5,000,000 Each Occurrence. Such insurance must provide third party liability coverage for bodily injury, property damage, clean up expenses, and defense arising from the operations. All coverage provided in the policy shall apply to operations and completed operations of the insured without separate restrictions for either of these time frames.

(g) Property and Casualty. Tenant agrees to purchase and maintain at all times during the Term a policy of fire, extended coverage, vandalism, and malicious mischief (or "all risk") insurance coverage on all of the Premises including, without limitation, the Improvements, buildings, improvements, alterations, and additions which are a part thereof. Such property shall be insured on a full replacement cost basis and Tenant shall satisfy any and all co-insurance requirements. The amount of coverage provided under such policy shall be modified periodically so that the amount of such coverage is at all times not less than one hundred percent (100%) of replacement cost (without deduction for depreciation), including, without limitation, such added replacement costs as may result by reason of any change or changes in applicable ordinances or building codes. Such insurance shall satisfy any and all coinsurance requirements.

Canaveral Port Authority shall be named as additional insured on all liability policies.

All policies referred to above shall: (i) be taken out with insurers licensed to do business in Florida having an A.M Best's rating of A-, Class IX, or otherwise approved in advance by Landlord; (ii) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to the Landlord or any mortgagee of Landlord; and (iii) contain an obligation of the insurers to endeavor to notify the Landlord not less than thirty (30) days prior to the termination of any such policy. Tenant shall provide certificates of insurance on Acord Form 25-S on or before the Effective Date and thereafter at times of renewal or changes in coverage or insurer. If (a) the Tenant fails to take out or to keep in force any insurance referred to in this Section 12.1, or should any such insurance not be approved the Landlord, and (b) the Tenant does not commence and continue to diligently cure such default within two (2) business days after notice by the Landlord to Tenant specifying the nature of such default, then the Landlord has the right, without assuming any obligation in connection therewith, to procure such insurance at the sole cost of the Tenant, and all outlays by the Landlord shall be paid by the Tenant to the Landlord without prejudice to any other rights or remedies of the Landlord under this Lease. The Tenant shall not keep or use in the Premises any article that may be prohibited by any fire or casualty insurance policy in force from time to time covering the Premises.

12.2 Periodic Review of Insurance Requirements. During the Term, Landlord shall have the right to adjust insurance types and amounts of coverage based on Tenant's use of and operations on the Premises. Any such adjustments shall be reasonable, taking into account industry standards, Tenant's risk profile, and changes in the scope of Tenant's operations. Tenant shall be notified in writing of any insurance changes pursuant this section and shall submit proof of compliance within thirty (30) days of receipt of said notice.

12.3 Release and Waiver Of Subrogation Rights. The Parties hereto, for themselves and anyone claiming through or under them, hereby release and waive any and all rights of recovery, claim, action or cause of action, against each other, their respective agents, directors, officers and employees, for any loss or damage to all property, whether real, personal or mixed, located in the Premises, by reason of any cause against which the releasing Party is actually insured or, regardless of the releasing Party's actual

insurance coverage, against which the releasing Party is required to be insured pursuant to the provisions of Section 12. This mutual release and waiver shall apply regardless of the cause or origin of the loss or damage, including negligence of the Parties hereto, their respective agents and employees except that it shall not apply to willful conduct. Each Party agrees to provide the other with reasonable evidence of its insurance carrier's consent to such waiver of subrogation upon request. This Section 12.3 supersedes any provision to the contrary which may be contained in this Lease.

13. INDEMNIFICATION OF THE PARTIES.

13.1 Tenant's Indemnity. Tenant hereby agrees to indemnify, defend, and hold harmless Landlord from and against any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on Landlord by any person whomsoever that occurs (i) on the Premises, except for any such loss, injury or damage that is caused by or results from the negligence or willful misconduct of Landlord, its employees or agents; or (ii) anywhere on Landlord's property outside of the Premises as a result of the negligence or willful misconduct of Tenant, its employees, agents, or contractors.

13.2 Defense and Indemnity Obligations Severable. The defense and indemnity obligations set forth above are independent and severable. In all cases in which Tenant has a duty to defend Landlord, Landlord shall have the right to select defense counsel.

13.3 Landlord's Indemnity. To the extent permitted by law, Landlord hereby indemnifies Tenant from, and agrees to hold Tenant harmless against, any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on Tenant by any person whomsoever, that occurs in the Premises and that is caused by or results from the negligence or willful misconduct of Landlord or its employees or agents. Nothing herein shall be construed to limit or diminish Landlord's sovereign immunity under the provisions of §768.28, Florida Statutes, if applicable.

The provisions of this Section 13 shall survive the expiration or earlier termination of this Lease.

14. **DAMAGE OR DESTRUCTION**. In the event of fire or material damage or destruction to the Premises or any portion thereof, Landlord and Tenant shall each have the right to terminate the Lease, by giving written notice to the other of them within fifteen (15) days after the date of such casualty or damage. If neither Landlord nor Tenant elects to terminate, Tenant shall immediately repair and reconstruct the Premises to substantially the same condition in which they existed immediately prior to such damage or destruction. If Tenant fails to remove all such damage or destruction or take such action as is necessary to place the Premises in a safe condition within thirty (30) days (or as soon as reasonably practical thereafter following diligent efforts by Tenant) following such damage or destruction, Landlord shall have the right (but no obligation) to do so, whereupon Tenant shall be liable to pay Landlord, upon demand, the cost and expense incurred by Landlord in accomplishing such action. Any failure by Tenant to make such payment to Landlord may be treated by Landlord as a default by Tenant hereunder.

15. CONDEMNATION.

15.1 Total or Partial Taking. If the whole of the Premises (provided that if 60% or more of the Premises are taken, the Tenant may deem that all of the Premises are taken), or such portion thereof as will make the Premises unusable in Landlord's reasonable judgment for the purposes leased hereunder, shall be taken by any public authority under the power of eminent domain or sold to public authority under threat or in lieu of such taking, the Term shall cease as of the day possession or title shall be taken by such public authority, whichever is earlier ("Taking Date"), whereupon the Rent and all other charges shall be paid up to the Taking Date with a proportionate refund by Landlord of any Rent and all other charges paid for a period subsequent to the Taking Date. If less than the whole of the Premises, or less than such portion thereof as will make the Premises unusable as of the Taking Date, is taken, Rent and other charges payable to Landlord under this Lease shall be reduced in proportion to the amount of the Premises taken. If this Lease is not terminated, Landlord shall repair any damage to the Premises caused by the taking to the extent necessary to make the Premises reasonably tenantable within the limitations of the available compensation awarded for the taking (exclusive of any amount awarded for land).

15.2 Award. All compensation awarded or paid upon a total or partial taking of the Premises including the value of the leasehold estate created hereby shall belong to and be the property of Landlord without any participation by Tenant. Tenant shall have no claim to any such award based on Tenant's leasehold interest. However, nothing contained herein shall be construed to preclude Tenant, at its cost, from independently prosecuting any claim directly against the condemning authority in such condemnation proceeding for damage to, or cost of removal of, stock, trade fixtures, furniture, and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award or the award of any mortgagee.

16. IMPROVEMENTS TO THE PREMISES.

16.1 Tenant's Improvements. In addition to the Improvements described above, Tenant may, at its sole cost and expense, make additional improvements to the Premises, subject to Landlord's prior written approval and obtaining all necessary permits and approvals. Prior to the construction of any improvements by the Tenant, including those described above, plans and specifications including matters such as the type of construction, location of improvements, and fire clearance, must be submitted to the Landlord for approval. All construction must comply with the Landlord's customary rules and regulations and are subject to review and approval by the Landlord's Engineering Department and Building Official and Cape Canaveral Volunteer Fire Department. Unless otherwise agreed in writing, Landlord shall not be responsible for any offsite improvements required as a result of Tenant's use and development of the Premises, including but not limited to roadway, infrastructure, and stormwater/swale improvements.

16.2 Approval of Plans and Specifications. Neither review nor approval by or on behalf of any of Tenant's plans nor any plans and specifications for any Tenant alterations or any other work shall constitute a representation or warranty by Landlord, its agents, partners or employees that such plans and specifications either: (i) are complete or suitable for their intended purpose, or (ii) comply with Applicable Laws, it being expressly agreed by Tenant that neither Landlord, nor any of Landlord's agents, partners or

employees assume any responsibility or liability whatsoever to Tenant or to any other person or entity for such completeness, suitability or compliance.

17. **MAINTENANCE AND REPAIRS.**

17.1 Landlord's Obligations. Landlord shall not be responsible for any maintenance, repair, replacement, or upkeep of the Premises, including any improvements now on, or to be made to the Premises, whatsoever.

17.2 Tenant's Obligations. Tenant accepts the Premises "**AS-IS**", without any warranties, and acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Tenant shall, at its sole cost and expense throughout the Term, be responsible for all maintenance, repairs, or replacements required. Tenant shall maintain the Premises in good order, condition, and repair, including but not limited to fencing, utility facilities, exterior building aesthetics, and stormwater systems servicing the Premises.

If Tenant fails to maintain and repair the Premises as required by this section, Landlord may, on ten (10) days' prior written notice (except that no notice shall be required in case of emergency), enter the Premises and perform such maintenance or repair on behalf of Tenant. In such cases, Tenant shall reimburse Landlord immediately upon demand for all costs incurred in performing such maintenance or repair plus an administration fee equal to five percent (5%) of such costs or expenses.

17.3 Lift Station and Sanitary Sewer Gravity Line. Tenant acknowledges that the City of Cocoa Beach ("City") is the sanitary sewer service provider for the Premises and shall comply with all applicable regulations in the City's Code of Ordinances, as may be amended from time to time. The Premises will be serviced by a shared sanitary sewage lift station and shared gravity line. Tenant shall tie into said system if any improvements to the Premises contain a wastewater component. Tenant shall not be responsible for any costs associated with the repair, service, maintenance, or operation of the lift station or shared gravity line unless and until Tenant elects to utilize the sewage system. In the event Tenant elects to utilize the system at any time during the Term, Tenant shall thereafter be proportionately responsible for such cost based on a reasonable allocation of usage as determined by Landlord. Notwithstanding the foregoing, Tenant shall be responsible for any costs arising from damage to the lift station or shared gravity line caused by Tenant, its agents, employees, contractors, or invitees.

Tenant further acknowledges and agrees that Landlord, City, and/or its authorize representatives shall have the right to enter with or without notice for the purposes of inspection and monitoring of the sanitary sewer system to ensure compliance with the provisions of this section.

18. **CONDITION UPON TERMINATION**. Upon the termination of the Lease, Tenant shall surrender the Premises to Landlord, in good order, condition, and repair, except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any of Tenant's personal property or Improvements, including but not limited to, fencing, utilities, machinery, and equipment.

The Parties recognize that certain permanent improvements to be constructed, erected, or installed upon the Premises may be of permanent benefit to the Landlord upon the expiration of this Lease. At least six (6) months prior to the expiration of this Lease or at the time of any earlier termination of this Lease, the Landlord shall notify Tenant in writing of the extent and location of any such permanent improvements that the Landlord wants to remain in existence subsequent to the expiration or termination of this Lease, and upon notification thereof the Tenant shall thereafter not take any action for the destruction or removal thereof. Any such designated permanent improvement(s) not destroyed or removed by the Tenant shall be deemed a part of the Premises and shall become the property of, and owned by, the Landlord upon the expiration or termination of this Lease. All other permanent improvement(s) not so designated by the Landlord, together with any and all equipment, furnishings, furniture, machinery, or other items of personal property, shall be removed by the Tenant at no cost or expense to the Landlord.

No later than one hundred twenty (120) days prior to expiration of the Term, Tenant, at its sole cost and expense, shall provide Landlord a Phase II environmental assessment in accordance with ASTM Standards including a representative amount of soil and groundwater samples collected across the Premises and analyzed for likely chemical constituents sufficient to demonstrate that Tenant's occupancy and use has not resulted in contamination or other environmental impacts to Premises when evaluated against the Baseline Report. Tenant shall be responsible for any further assessment and/or restoration of the Premises necessary to return the Premises to Landlord free of any contamination or environmental impacts.

Notwithstanding anything herein to the contrary, Tenant shall not remove any personal property or fixtures from the Premises if there is any monetary amount due from Tenant upon expiration or termination of the Lease. Such property and fixtures shall be security to the Landlord for payment of any monies due to the Landlord.

19. DEFAULT AND REMEDIES.

19.1 Default by Tenant. The following will be events of default by Tenant under this Lease:

(a) Failure to pay when due any installment of Rent or any other payment required pursuant to this Lease; provided that Tenant shall have a period of ten (10) days after receipt of notice thereof to cure such non-payment before a default shall be deemed to have occurred;

(b) Any default arising under that certain Marine Terminal Lease and Operating Agreement between Landlord and Tenant dated June 23, 2014, that remains uncured for more than thirty (30) days in accordance with Article XIV (Default and Remedies) thereof;

(c) The filing of a petition for bankruptcy or insolvency under any applicable federal or state bankruptcy or insolvency law; an adjudication of bankruptcy or insolvency or an admission that it cannot meet its financial obligations as they become due, or the appointment of a receiver or trustee for all, or substantially all, of the assets of Tenant; the foregoing shall also apply to each party guaranteeing the obligations of Tenant under this Lease (each, a "Guarantor");

(d) A transfer in fraud of creditors or an assignment for the benefit of creditors, whether by Tenant or any Guarantor;

(e) The filing or imposition of a lien against the Premises as a result of any act or omission of Tenant and the failure of Tenant to satisfy or bond the lien in its entirety within thirty (30) days of notice by Landlord of its filing;

(f) The liquidation, termination or dissolution of Tenant or any Guarantor, or, if Tenant or any Guarantor is a natural person, the death of Tenant or such Guarantor;

(g) Failure to cure the breach of any provision of this Lease, other than the obligation to pay Rent, within thirty (30) days after notice thereof to Tenant; provided, however, that if such breach cannot be cured within such 30 day period using diligent efforts and Tenant promptly commenced efforts to cure such breach upon receipt of Landlord's notice thereof, then such cure period shall be extended for so long as Tenant continues to use diligent efforts to cure, not to exceed a total of ninety (90) days from the date of Landlord's notice.

19.2 Remedies. Unless otherwise enumerated elsewhere in this Lease, upon the occurrence of any event of default set forth in Section 19.1 beyond the expiration of any applicable notice and cure periods provided for herein, Landlord shall be entitled to any one of the following remedies;

(a) Landlord may terminate this Lease, dispossess Tenant and recover as damages from Tenant all Rent that is due but unpaid as of the date of dispossession, plus all other damages incurred by Landlord as a result of Tenant's breach of the Lease;

(b) Landlord may elect to repossess the Premises and to relet the Premises for Tenant's account, holding Tenant liable in damages for all expenses incurred in any such reletting and for any difference between the amount of Rent received from such reletting and the amount due and payable under the terms of this Lease; and

(c) Landlord may enter the Premises and take any actions required of Tenant under the terms of this Lease, and Tenant shall reimburse Landlord on demand for any expenses that Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Landlord shall not be liable for any damages resulting to the Tenant from such action.

The above remedies shall not preclude Landlord from pursuing any other remedies permitted by law. Landlord's election not to enforce one or more of the remedies upon an event of default shall not constitute a waiver.

20. **ATTORNEY'S FEES**. Should either Party commence an action against the other to enforce any obligation hereunder or for a determination of its rights or duties hereunder or in connection with or in any way relating to the Premises, the prevailing Party in such dispute shall be entitled to recover reasonable attorneys' fees and costs and expenses incurred in such action from the non-prevailing Party, at the trial and appellate levels.

21. **WAIVER**. No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

22. **DEFAULT BY LANDLORD**. In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages, but prior to any such action Tenant will give Landlord notice specifying such default with particularity, and Landlord shall have a period of thirty (30) days following the date of such notice in which to commence the appropriate cure of such default. Unless and until Landlord fails to commence and diligently pursue the appropriate cure of such default after such notice or complete same within a reasonable period of time, Tenant shall not have any remedy or cause of action by reason thereof.

23. **TELECOMMUNICATIONS**. All telephone and telecommunications services desired by Tenant shall be ordered and utilized at the sole expense of Tenant. All installations of telecommunications equipment and wires shall be accomplished pursuant to plans and specifications approved in advance in writing by Landlord. Unless Landlord otherwise requests or consents in writing, all of Tenant's telecommunications equipment shall be and remain solely in the Premises. Landlord shall have no responsibility for the maintenance of Tenant's telecommunications equipment, including wire; nor for any wiring or other infrastructure to which Tenant's telecommunications equipment may be connected.

In the event that telecommunications equipment, wiring and facilities installed by or at the request of Tenant within the Premises causes interference to equipment used by another party, Tenant shall assume all liability related to such interference, Tenant shall use reasonable efforts, and shall cooperate with Landlord and other parties, to promptly eliminate such interference. In the event that Tenant is unable to do so, Tenant shall substitute alternative equipment that remedies the situation. If such interference persists, Tenant shall discontinue the use of such equipment, and, at Landlord's discretion, remove such equipment according to foregoing specifications.

24. **INTERPRETATION**. The captions of the Sections of this Lease are to assist the Parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors, or others using the Premises or property with Tenant's expressed or implied permission. This Lease will not be construed more or less favorably with respect to either Party as a consequence of the Lease or various provisions hereof having been drafted by one of the Parties hereto.

25. **INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS**. This Lease is the only agreement between the Parties pertaining to the lease of the Premises and no other agreements either oral or otherwise shall be effective unless embodied herein. All amendments to this Lease shall be in writing and signed by Landlord and Tenant. Any other purported amendment shall be void.

26. **NOTICES**. Any notice or document (other than Rent) required or permitted to be delivered by the terms of this Lease shall be in writing and delivered by: (i) hand delivery; (ii) certified mail, return receipt requested; or (iii) guaranteed overnight delivery service. Notices to Tenant shall be delivered to the address specified below.

For the Landlord:

Canaveral Port Authority
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920
Attn.: Director, Real Estate

With copy to: VP & General Counsel (at same address)

For the Tenant:

GT USA LLC
9180 Grouper Road
Cape Canaveral, FL 32920
Attn.: Luke Richards, CCT Managing Director

All notices shall be effective upon delivery or attempted delivery during normal business hours. Either Party may change its notice address upon notice to the other Party, given in accordance herewith by an authorized officer, partner, or principal.

27. **TENANT ASSIGNMENT OR SUBLEASE**. Other than an assignment to a parent, subsidiary, or an affiliate under common control with Tenant, or a purchaser of all or substantially all of Tenant's assets, or the surviving entity as a result of a merger with Tenant (each a "Permitted Transfer"), Tenant shall not assign, sublease, or transfer this Lease, in whole or in part, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed by Landlord, except that Landlord may withhold consent in its reasonable discretion in the case of a proposed sublease or assignment to a third party based on financial standing or reputation, or where such transfer would adversely affect the use or operations of the Premises. In the event of a Permitted Transfer, no such consent shall be required provided that the assignee agrees in writing to be bound by all of the terms and conditions of the Lease and such written agreement is provided to Landlord. Unless otherwise agreed to by Landlord and Tenant in writing, Tenant will not be released from any obligation or liability under this Lease following any assignment or sublease.

As part of the consideration of approval, Landlord hereby reserves the right to adjust the Rent to current fair market rates, or if the Rent due and payable by any assignee or subtenant under any permitted assignment or sublease exceeds the Rent payable under this Lease for such space, Tenant will pay to Landlord fifty percent (50%) of such excess Rent within ten (10) days following receipt thereof by Tenant. Tenant will provide the Landlord with a fully executed copy of the Sublease/Assignment and will pay to the Landlord the then-current transfer/processing fee to cover Landlord's administrative costs.

ANY PURPORTED ASSIGNMENT, SUBLETTING, OR TRANSFER WITHOUT THE PRIOR WRITTEN CONSENT OF THE LANDLORD (except as expressly permitted above) SHALL BE VOID AND SHALL CONSTITUTE A MATERIAL BREACH OF THIS LEASE, ENTITLING AT THE OPTION OF THE LANDLORD, LANDLORD MAY TERMINATE THIS LEASE.

28. **LANDLORD ASSIGNMENT**. Landlord will have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease. Any such sale, transfer or assignment will operate to release Landlord from any and all liability under this Lease arising after the date of such sale, assignment or transfer.

29. **ABANDONED PREMISES**. In the event Tenant will be away from the Premises for more than twenty (20) consecutive days, Tenant agrees to notify Landlord in writing of the absence. During such absence, Landlord may enter the Premises at times reasonably necessary to maintain the property and inspect for damages and repairs.

Abandonment is defined as absence of the Tenant from the Premises, for at least thirty (30) consecutive days without notice to Landlord. If the Rent is outstanding and unpaid for fourteen (14) calendar days and there is no reasonable evidence, other than the presence of the Tenant's personal property, that the Tenant is occupying the Premises, Landlord may at Landlord's option, terminate this agreement and regain possession in the manner prescribed by law. Absence caused by force majeure shall not be deemed abandonment for purposes hereof.

Should Tenant abandon or vacate before the expiration of the Term, Tenant shall be liable for the balance of the Rent for the remainder of the Term, less any rent Landlord collects or could have collected from a replacement Tenant by reasonably attempting to re-let.

By signing this Lease, Tenant agrees that, on surrender or abandonment as defined by Florida Statutes, Landlord shall not be liable or responsible for storage or disposition of Tenant's personal property.

30. **RADON GAS NOTICE**. 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.

31. **WAIVERS**. All waivers must be in writing and signed by the waiving Party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

32. **RECORDATION**. Contemporaneous to execution of the Lease, Tenant shall join in the execution of a Memorandum of Lease for the purpose of recording same at Landlord's sole cost and expense. The Memorandum of Lease shall describe the Parties, the Premises, the Term of the Lease, and shall incorporate the Lease by reference.

33. **JOINT AND SEVERAL LIABILITY**. All Parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

34. **FORCE MAJEURE**. The performance by either Party to this Lease of its obligations (except the payment of Rent or other sums of money) shall be excused by delays attributable to events beyond that Party's control for a period of time that is sufficient for the Party to perform its obligations after the cessation of the Force Majeure event acting in a diligent, commercially reasonable manner. Events beyond a Party's control include, but are not limited to, acts of God (including reasonable preparation therefor), war, civil commotion, labor disputes, strikes, fire, flood or other casualty, failure of power, shortages of labor or material, government action, closure of the Port, regulation or restriction (including extraordinary delay in the issuance of any permit, permit approval or building permit inspection) and unusually inclement weather conditions. Events beyond a Party's control shall not include changes in economic or market conditions, or financial or internal problems of the non-performing Party, or problems that can be satisfied by the payment of money.

35. **EXECUTION OF LEASE**. Submission or preparation of this Lease by Landlord shall not constitute an offer by Landlord or option for the Premises, and this Lease shall constitute an offer, acceptance or contract only as expressly specified by the terms of this Section 35. In the event that Tenant executes this Lease first, such action shall constitute an offer to Landlord, which may be accepted by Landlord by executing this Lease, and once this Lease is so executed by Landlord, such offer may not be revoked by Tenant and this Lease shall become a binding contract. In the event that Landlord executes this Lease first, such action shall constitute an offer to Tenant, which may be accepted by Tenant only by delivery to Landlord of a fully executed copy of this Lease, together with a fully executed copy of any and all guaranty agreements and addendums provided that in the event that any party other than Landlord makes any material or minor alteration of any nature whatsoever to any of said documents, then such action shall merely constitute a counteroffer, which Landlord, may, at Landlord's election, accept or reject. Notwithstanding that the Effective Date may occur and the Term may commence after the date of execution of this Lease, upon delivery and acceptance of this Lease in accordance with the terms of this Lease, this Lease shall be fully effective, and in full force and effect and valid and binding against the Parties in accordance with, but on and subject to, the terms and conditions of this Lease.

36. **AUTHORITY**.

36.1 Tenant's Authority. As a material inducement to Landlord to enter into this Lease, Tenant, intending that Landlord rely thereon, represents, and warrants to Landlord that:

(a) Tenant and the party executing on behalf of Tenant are fully and properly authorized to execute and enter into this Lease on behalf of Tenant and to deliver this Lease to Landlord;

(b) This Lease constitute a valid and binding obligation of Tenant, enforceable against Tenant in accordance with the terms of this Lease;

(c) Tenant is duly organized, validly existing and in good standing under the laws of the State of Florida and has full power and authority to enter into this Lease, to perform Tenant's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

(d) The execution of this Lease by the individual or individuals executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligation under this Lease, have been duly authorized and approved by all necessary corporate or partnership action, as the case may be, and the execution, delivery and performance of this Lease by Tenant is not in conflict with Tenant's bylaws or articles of incorporation (if a corporation), agreement of partnership (if a partnership), and other charters, agreements, rules or regulations governing Tenant's business as any of the foregoing may have been supplemented or amended in any manner.

36.2 Landlord's Authority. As a material inducement to Tenant to enter into this Lease, Landlord, intending that Tenant rely thereon, represents, and warrants to Tenant that:

(a) Landlord and the party executing on behalf of Landlord are fully and properly authorized to execute and enter into this Lease on behalf of Landlord and to deliver this Lease to Tenant;

(b) This Lease constitutes a valid and binding obligation of Landlord, enforceable against Landlord in accordance with the terms of this Lease;

(c) Landlord has full power and authority to enter into this Lease, to perform Landlord's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

(d) The execution of this Lease by the individual or individuals executing this Lease on behalf of Landlord, and the performance by Landlord of Landlord's obligation under this Lease, have been duly authorized and approved, and the execution, delivery and performance of this Lease by Landlord is not in conflict with Landlord's charters, agreements, rules or regulations governing Landlord's business as any of the foregoing may have been supplemented or amended in any manner.

37. **CHOICE OF LAW/VENUE**. This Lease shall be governed by the laws of the State of Florida. With respect to any claim or cause of action, whether in law or equity and regardless of the nature of the claim or cause of action, arising out of or relating to this Lease or the services performed under this Lease, the Parties consent to the sole and exclusive jurisdiction and venue in a court of competent jurisdiction located in Brevard County, Florida. The Parties waive any objection to the jurisdiction or venue of any such claim or cause of action and waive any objection based upon forum non conveniens or any other law providing for change or transfer of venue.

38. **TIME IS OF THE ESSENCE**. Time is of the essence of this Lease and all provisions contained herein.

39. **NO LIENS PERMITTED**. Tenant will not, directly or indirectly, create, incur, assume or suffer to exist any lien with respect to any of the Premises from any work performed by Tenant or on its behalf pursuant to this Lease or any act or claim against it or any of its contractors, agents, or customers and will, at its sole expense, promptly take any action as may be necessary to discharge any such lien within thirty (30) days of first being notified in writing of its existence.

40. **RELATIONSHIP**. Landlord and Tenant disclaim any intention to create a joint venture, partnership, or agency relationship.

41. **BROKERS**. The Parties each covenant, represent, and warrant that no real estate broker, agent, or salesperson has represented the Party in connection with the negotiation and consummation of this Lease. The Parties agree to indemnify each other against any loss, liability, or expense (including reasonable attorney's fees and costs) arising out of claims for fees or commissions from anyone claiming to have represented the Party in connection with the lease of the Premises.

42. **RESERVATION OF EASEMENTS**. Tenant accepts the Premises subject to all existing easements, utility uses, and rights-of-way, whether or not such easements and uses are recorded. Landlord expressly reserves the right to maintain, use, and grant additional easements and utility rights on the Premises as may be necessary for the operation, maintenance, and benefit of the Premises or adjacent properties, provided that such easements and uses do not materially interfere with Tenant's use and enjoyment of the Premises. This reservation includes Landlord's or such grantee's right to repair, maintain, and replace existing facilities affecting or immediately adjacent to the Premises (e.g., sanitary sewer, stormwater, drainage lines, utilities, etc.). Further. said reservation specifically includes the proposed sewer easement servicing the Premises (as generally depicted on Exhibit "A") and that certain Agreement between the Canaveral Port Authority and Florida Power and Light Company dated November 15, 1984, a notice of which is recorded in Brevard County Public Records Official Records Book 2569, Page 0710.

43 **WAIVER OF TRIAL BY JURY. LANDLORD AND TENANT EACH HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE.**

44. **EXHIBITS**. All Exhibits attached hereto and referenced herein shall be deemed to be a part hereof and are hereby incorporated.

45. **COUNTERPARTS**. This Lease may be executed in multiple counterparts, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed as of the last date written below.

"**LANDLORD**":

CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida,

By: _____

Name: Jerry W. Allender
Title: Chairman

ATTEST: _____

Name: Kevin Markey
Title: Secretary/Treasurer

(CORPORATE SEAL)

[SIGNATURES CONTINUED NEXT PAGE]

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Name: MARK MILISITS

Name: Todd Morley

"TENANT":

GT USA LLC, a Florida limited liability company,

By:
Name: Luke A. Richards
As Its: Director

Date: 09/11/2026

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me [X] in person or [___] by online notarization this 11th day of September, 2026, by Luke A. Richards, as Director of GT USA LLC, a Florida limited liability company, who is [___] known to me personally or [X] produced FLDL as identification.

NOTARY PUBLIC-STATE OF FLORIDA
Printed Name: Bren Duncan
My commission expires: 06-29-2028

Bren Duncan
Commission # HH 520375
Expires June 29, 2028

EXHIBIT "A"

Sketch and Legal Description of the Premises
(Page 1 of 2)

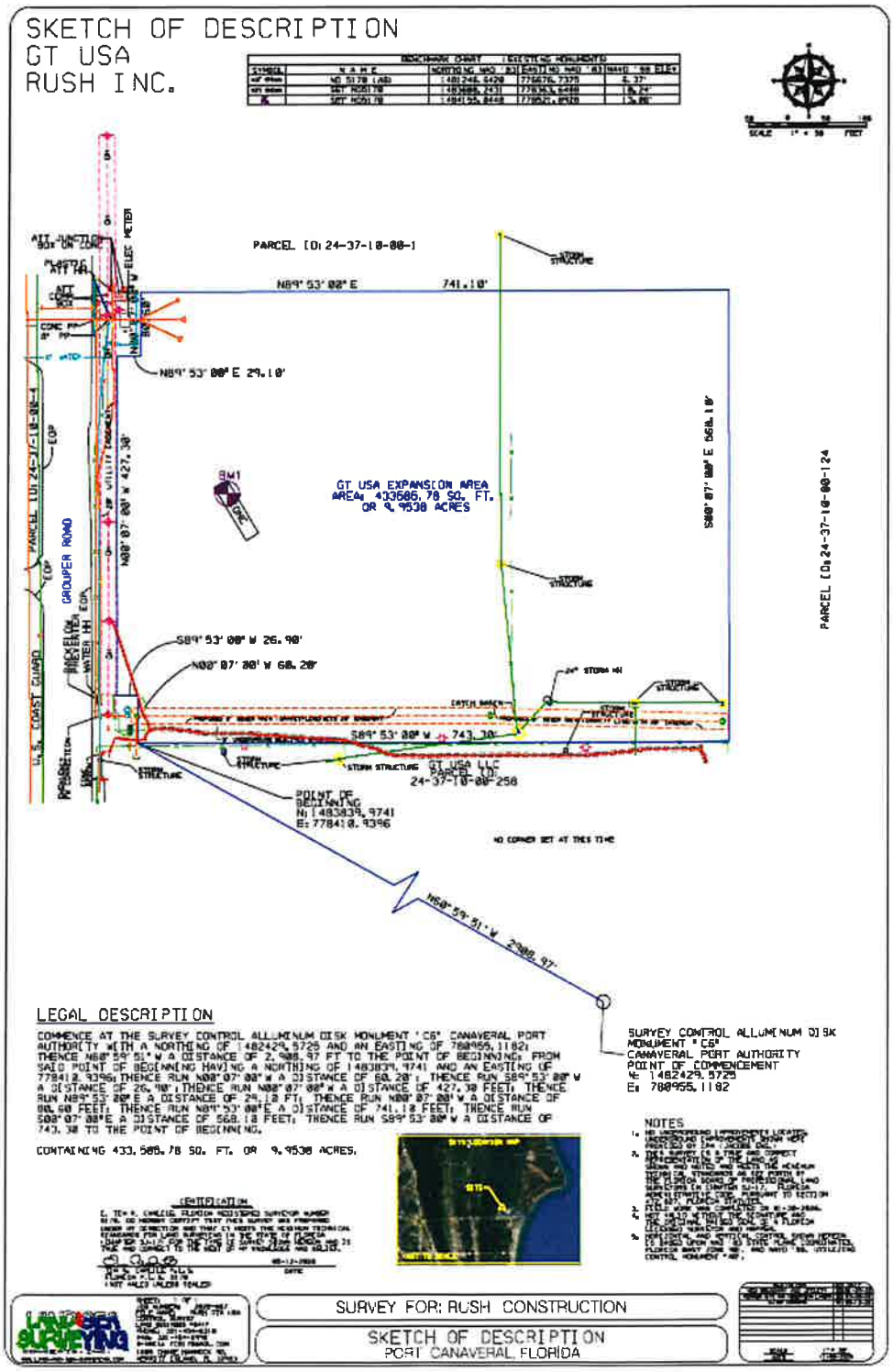


EXHIBIT "A"

Sketch and Legal Description of the Premises
(Page 2 of 2)

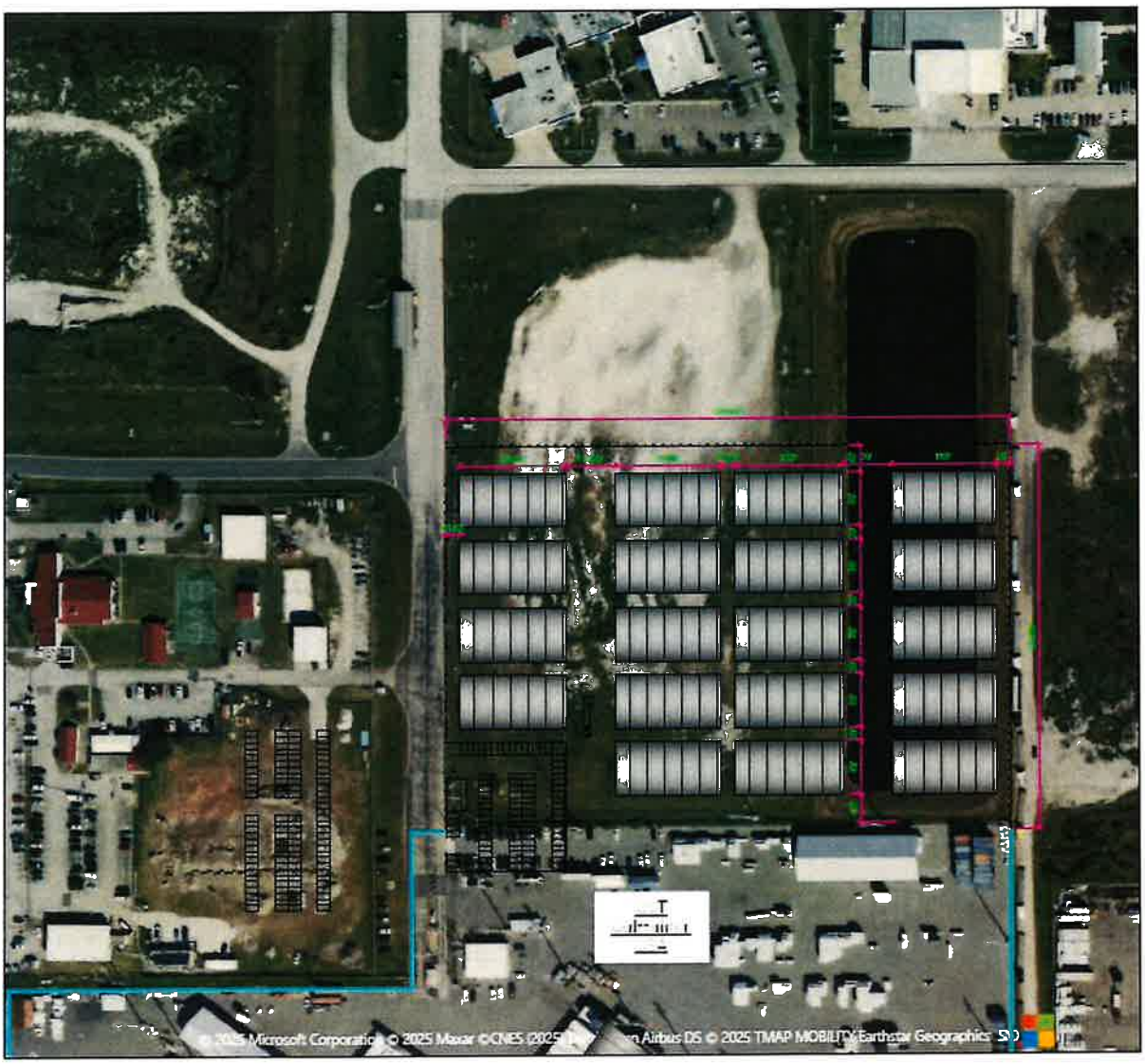
LEGAL DESCRIPTION:

COMMENCE AT THE SURVEY CONTROL ALUMINUM DISK MONUMENT "C6" CANAVERAL PORT AUTHORITY WITH A NORTHING OF 1482429.5725 AND AN EASTING OF 780955.1182; THENCE N60°59'51" W A DISTANCE OF 2,908.97 FT TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING HAVING A NORTHING OF 1483839.9741 AND AN EASTING OF 778410.9396; THENCE RUN N00°07'00" W A DISTANCE OF 60.20'; THENCE RUN S89°53'00" W A DISTANCE OF 26.90'; THENCE RUN N00°07'00" W A DISTANCE OF 427.30 FEET; THENCE RUN N89°53'00" E A DISTANCE OF 29.10 FT; THENCE RUN N00°07'00" W A DISTANCE OF 80.60 FEET; THENCE RUN N89°53'00" E A DISTANCE OF 741.10 FEET; THENCE RUN S00°07'00" E A DISTANCE OF 568.10 FEET; THENCE RUN S89°53'00" W A DISTANCE OF 743.30 TO THE POINT OF BEGINNING.

CONTAINING 433,585.78 SQ. FT. OR 9.9538 ACRES

EXHIBIT "A-1"

Site Depiction*



Parcel C Concept Layout
SCALE NTS

Note: Intended solely to depict general layout of Improvements on the Premises.

Meeting Date

September 23, 2026

AGENDA ITEM REQUEST

Section:	Real Estate
Item Number:	8.B
Department:	Real Estate
Requested Action:	Consideration of approving a Temporary Construction Easement Agreement ("TCE") granting Grosvenor Port Hotel, LLC ("Grantee") a temporary construction easement to construct Columbia Road improvements ("Improvements") related to the construction of a new hotel located adjacent to Port-owned property in the City of Cape Canaveral, which will be accessed solely from Columbia Road. Further, authorizing the Port Director & CEO to execute the TCE subject to final review and approval by General Counsel. The TCE has been reviewed and approved by General Counsel. (T. Morley/M. Milisits)

Summary Explanation & Background:

The City of Cape Canaveral approved development permits for the construction of a new 150-room hotel at 8955 Columbia Road, which is located within the jurisdictional limits of the city. The hotel parcel is accessed solely from Columbia Road, a Port-owned roadway, in the jurisdictional limits of CPA, via an Easement Agreement granted in December 2000.

The anticipated impacts of increased hotel traffic along Columbia Road necessitate certain improvements to the roadway, including the widening of the northern and southern segments of the roadway, fire station signalization improvements, modification of stormwater conveyances and structures, driveway apron modifications, sidewalk modifications, and the installation of a new sidewalk ("Improvements").

The Grantee's representative submitted a request to CPA ("Grantor") for a TCE to construct the Improvements.

Prior to commencing construction, Grantee shall be responsible for clearing all utilities as well as implementing a maintenance of traffic plan approved in advance by CPA to provide temporary traffic control during construction of the project. Grantee shall use all commercially reasonable efforts to minimize disruption to CPA and other parties (including maintaining access to the Cape Canaveral Volunteer Fire Department Station and the cruise parking facility at the south end of Columbia Road).

Prior to commencing construction of the Improvements, Grantee shall furnish CPA a performance and payment bond from the contractor for the Improvements, in an amount no less than the contract price of the work to be performed. The bond shall be subject to the approval of CPA.

The temporary easement for completing Improvements will terminate upon the earlier of (i) the completion of the Improvements or (ii) one (1) year from the Effective Date hereof, unless sooner terminated as provided in the TCE.

Upon completion of the Improvements, Grantee shall, at its own cost and expense, promptly repair, replace and restore the Easement Parcel (and any other property of CPA impacted by the construction of the Improvements) to as good as its original condition, at the reasonable satisfaction of CPA.

Capital Improvements by CPA: None

Recommendation: Staff recommends approval.

Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

TCE - Columbia Road.pdf

Exhibits to TCE - Columbia Road.pdf

Prepared by and Return To:
Canaveral Port Authority
Attn: General Counsel
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(Columbia Road)

THIS TEMPORARY EASEMENT AGREEMENT (the "**Agreement**") is made as of the Effective Date (hereinafter defined) by **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida, whose address is 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920 (the "**Grantor**") and **GROSVENOR PORT HOTEL, LLC**, a Florida limited liability company, whose address is 15260 NW 147th Drive, 100, Alachua, Florida 32615 (the "**Grantee**"), (Grantor and Grantee are sometimes individually referred to herein as a "**Party**" and collectively referred to herein as the "**Parties**").

WITNESSETH:

WHEREAS, Grantor is the owner in fee of certain real property known as Port Canaveral (the "**Port**"), including the property more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Port Property**");

WHEREAS, Grantee is the owner of the Property more particularly described in **Exhibit "B"** attached hereto and incorporated herein by this reference upon which Grantee is constructing a hotel (the "**Hotel Property**");

WHEREAS, in connection with construction of the hotel Grantee has agreed to complete certain roadway and pedestrian improvements as more particularly described herein (the "**Project**") for ingress and egress to the Hotel Property;

WHEREAS, to complete the Project improvements, Grantee has requested that Grantor convey a non-exclusive temporary construction easement to Grantee on, upon, over, under, across and through the Port Property (the "**Easement Parcel**") for the limited purpose of constructing the Project improvements (as more particularly described herein), subject to any and all applicable permits and other governmental requirements; and

WHEREAS, Grantor is willing to convey the temporary construction easement over the Easement Parcel to Grantee, subject to the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Temporary Construction Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement ("**Temporary Easement**") on, upon, over, under, across and through the Easement Parcel for the purposes hereinafter stated, all subject to the terms, conditions and limitations set forth herein.

3. **Purpose of Temporary Easement**. The purpose of the Temporary Easement is to permit Grantee, through itself, its agents, contractors, consultants and employees, to enter upon the Easement Parcel to design and construct, at its sole cost and expense, the roadway improvements. The roadway improvements shall be constructed in accordance with the plans submitted by Grantee more particularly described in **Exhibit "C"** attached hereto and incorporated herein by this reference (the "**Columbia Rd. Improvements**"). Prior to commencing construction, Grantee shall be responsible for clearing all utilities as well as implementing a maintenance of traffic plan approved in advance by Grantor to provide temporary traffic control during construction of the Project. Grantee shall use all commercially reasonable efforts to minimize disruption to Grantor and other parties (including maintaining access to the Cape Canaveral Volunteer Fire Department Station and the cruise parking facility at the south end of Columbia Drive) as a result of the exercise of its rights under this Temporary Easement. Grantee shall not make any use of the Easement Area which is or would be a nuisance or unreasonably detrimental to the use or operation of the Port Property. Such easement shall at all times be subject to the rights for ingress and egress set forth in that certain easement dated December 15, 2000, recorded at Official Records Book 4264, Page 0885 in the public records of Brevard County, Florida, and any other recorded or unrecorded easements affecting the Port Property. Upon completion of the Improvements, Grantee shall provide Grantor an as-built survey of the Improvements inclusive of any utility improvements and relocations.

4. **Term; Termination of Temporary Easement**. The term of this Agreement shall commence upon the Effective Date (as defined in this Agreement). All covenants, rights and obligations related to the Temporary Easement shall automatically terminate upon the earlier of (i) the completion of the Improvements or (ii) one (1) year from the Effective Date hereof, unless sooner terminated as provided herein (the "**Termination**"). Upon Termination, this Agreement shall be deemed null and void and be of no further force and effect and the parties hereto shall be relieved of any further rights and obligations hereunder.

5. **Restoration of Easement Parcel**. Upon completion of the Improvements, Grantee shall, at its own cost and expense, promptly repair, replace and restore the Easement Parcel (and any other property of Grantor impacted by the construction of the Improvements) to as good as its original condition, at the reasonable satisfaction of Grantor.

6. **Compliance with Applicable Law; Permits and Approvals**. Grantee, its agents, contractors and subcontractors shall comply with all applicable federal, state and local laws and regulations relating to the construction of the Improvements and in the performance of the obligations set forth in this Agreement. Grantee shall be solely responsible for obtaining all governmental permits, approvals and licenses necessary for the construction of the Improvements.

7. **Payment and Performance Bond.** Prior to commencing construction of the Improvements, Grantee shall furnish the Grantor a performance and payment bond from the contractor for the Improvements, naming the Grantor as an additional insured obligee, from a surety company authorized to do business in the State of Florida, in an amount no less than the

contract price of the work to be performed. The bond shall be conditioned upon the full completion of all work, labor, services and material for the Improvements and payment of all subcontractors, materialmen and laborers. Such bond shall be issued by a company with an A.M. Best rating of A- or better. Said bond shall be subject to the approval of the Grantor.

8. **Insurance**. Grantee shall at all times maintain, and ensure that each of its contractors, subcontractors, consultants or agents performing work on behalf of the Grantee maintain the following types of insurance:

a. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial General Liability ("CGL") insurance covering claims arising from personal injury, death, and property damage arising directly or indirectly out of the exercise of the rights and privileges granted herein, with minimum limits of $1,000,000 per occurrence and $2,000,000.00 general aggregate. The CGL policy shall include contractual liability coverage.

b. UMBRELLA LIABILITY COVERAGE. Grantee shall also carry and maintain coverage with a limit of not less than $5,000,000.00 per occurrence.

c. POLLUTION LIABILITY INSURANCE. Grantee shall procure and maintain pollution liability insurance coverage for $2,000,000.00 Combined Single Limit Each Occurrence.

d. WORKERS' COMPENSATION. Grantee shall also maintain Workers' compensation insurance covering all employees of Grantee, as required by the laws of the State of Florida and employers' liability coverage subject to a limit of no less than $1,000,000 for bodily injury by accident per accident/$1,000,000 for bodily injury by disease per employee/$1,000,000 for bodily injury by disease policy limit.

Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. Any cancellation or amendment to any such insurance policy or policies shall, upon ten (10) days written notice to Grantee, constitute a revocation of the rights and Easement created hereunder until such insurance is reinstated. Prior to entry upon the Easement Parcel for the purposes set forth in this Agreement, Grantee shall deliver or cause to be delivered to Grantor a certificate or certificates evidencing the insurance coverage required herein and naming Grantor as additional insured on liability policies.

9. **Indemnity and Release.** Grantee shall indemnify, release and hold harmless the Grantor, its agents, employees and elected and appointed officials, from and against all liability, claims, damages, losses and expenses (including all costs and attorneys' fees and all costs and attorneys' fees on appeal) arising out of or resulting from the construction or operation of the Improvements, or which are caused in whole or in part, directly or indirectly, by Grantee or any of its contractors, subcontractors or anyone directly employed by any of them in connection with the exercise of the Grantee's rights under this Agreement. Notwithstanding the foregoing, in no event will Grantee be liable for or be required to indemnify, release or hold harmless the Grantor for any liability, claims, damages, losses and expenses caused by or arising out of the gross negligence or willful misconduct of Grantor, its agents, or employees. Nothing in this Agreement shall operate as a waiver of Grantee's or Grantor's grant of sovereign immunity or the limits of liability established under Florida law. This provision shall survive termination of this Agreement.

10. **Liens**. Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Parcel or other Port property in connection with the exercise of Grantee's rights hereunder.

11. **Grantor's Use of Easement Area**. It is acknowledged and agreed that the easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Easement Parcel in any manner not inconsistent with the easement rights created herein. Grantee shall not exercise its easement rights granted herein in any manner which unreasonably interferes with or unreasonably disrupts Grantor's exercise of its retained rights hereunder.

12. **Defaults.** Failure by either the Grantor or Grantee to comply with or perform any of the terms, conditions, covenants, agreements or obligations contained in this Agreement to be performed by each of them, respectively, shall constitute a default under this Agreement, and (i) if such default is not cured or remedied within thirty (30) days after the defaulting party receives written notice from the non-defaulting party specifying with particularity the alleged default, or (ii) if such default cannot be reasonably cured or remedied within such thirty (30) day period, the defaulting party fails to commence to cure or remedy the default within such thirty (30) day period and thereafter fails to diligently and expeditiously pursue such cure or remedy, the non-defaulting party, in its sole discretion, shall be entitled to exercise any and all rights and remedies available to it under this Agreement, at law and in equity. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

13. **Amendments and Waivers**. This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement.

14. **Notices**. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) one day after depositing with a nationally recognized overnight courier service, or (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, local Cape Canaveral, Florida time), to the address listed below or to such other address as either Party may from time to time designate by written notice to the other Party. If to Grantor: Canaveral Port Authority, V.P., Engineering and Construction, 445 Challenger Road, Suite 301, Cape Canaveral, FL 32920; with copy to Canaveral Port Authority, V.P. and General Counsel, at same address. If to Grantee: 15260 NW 147th Drive, 100, Alachua, FL 32615, Attn: James W. McCauley with copy to 1290 US Highway 1 Ste 103. Rockledge, FL 32955-2712, Attn: Robyn Hattaway.

15. **Attorney's Fees.** Should any action be brought arising out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, or any action for the enforcement hereof, the prevailing party shall be entitled to its attorneys' fees and costs and

expenses of investigation, all as actually incurred, including, without limitation, attorneys' fees, costs, and expenses of investigation incurred before, during or after trial or in any appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes.

16. **No Joint Venture.** Nothing in this Agreement shall be construed to make the Parties hereto partners or joint ventures or render either of said Parties liable for the debts or obligations of the other.

17. **Non-Discrimination**. The Grantee agrees that no person will be discriminated against in connection with the exercise of the rights and privileges granted hereby on the grounds of age, sex, handicap, religion, race, color, or national origin.

18. **Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

19. **Severability**. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. **Governing Law; Venue**. This Agreement shall be construed in accordance with the laws of the State of Florida and all duly adopted ordinances, regulations and policies of the Canaveral Port Authority. The location for settlement of any and all claims, controversies, or disputes arising out of or relating to this Agreement or any breach thereof, shall be Brevard County, Florida.

21. **Assignment**. Grantee shall not assign or transfer its rights or delegate any of its performance under or in connection with this Agreement without the prior written consent of Grantor, which approval shall not be unreasonably withheld. Any purported assignment of rights or delegation of performance in violation of this provision is void.

22. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of Grantee, Grantor, and their respective successors and assigns.

23. **Counterparts; Electronic Signature**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument. Execution and delivery of this Agreement by electronic exchange bearing the copies of a Party's signature shall constitute a valid and binding execution and delivery of this Agreement by such Party. Such electronic copies shall constitute enforceable original documents and shall be considered to have the same binding legal effect as if it were the original signed version there delivered in person. An electronically scanned copy of a signature

shall constitute and shall be deemed to be sufficient evidence of a Party's execution of this Agreement, without necessity of further proof.

24. **Effective Date**. The effective date of this Agreement shall be the date upon which the last of the Parties hereto executes this Agreement (the "**Effective Date**").

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be effective as of the day and year set forth above.

"GRANTOR"

CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida

Witnesses:

By: _____
John W. Murray, Port Director/CEO

_____
Name _____

Date: _____, 2026

_____
Name _____

STATE OF FLORIDA,
COUNTY OF BREVARD.

The foregoing instrument was acknowledged before me by means of Physical Presence ☒ or Online Notarization ☐, this ____ day of _____, 2026, by John W. Murray, Port Director/CEO of Canaveral Port Authority, an independent special taxing district and political subdivision of the State of Florida. He is personally known to me ☒ or has produced (type of identification) as identification.

_____
Signature of Notary Public – State of Florida

NOTARY SEAL

_____
Print, Type or Stamp Commissioned name of Notary Public

Personally known ☒ OR Produced valid identification ☐
Type of Identification produced _____.

"GRANTEE"

Witnesses:

_____
Name: _____

_____
Name: _____

GROSVENOR PORT HOTEL, LLC, a Florida limited liability company

By: _____
James W. McCauley, Manager

Date: _____, 2026

STATE OF FLORIDA,
COUNTY OF .

The foregoing instrument was acknowledged before me by means of Physical Presence ☐ or Online Notarization ☐, this ____ day of _____, 2026, by James W. McCauley, its Manager of Grosvenor Port Hotel, LLC, a Florida limited liability company. He is personally known to me ☐ or has produced (type of identification) as identification.

_____
Signature of Notary Public – State of Florida

NOTARY SEAL

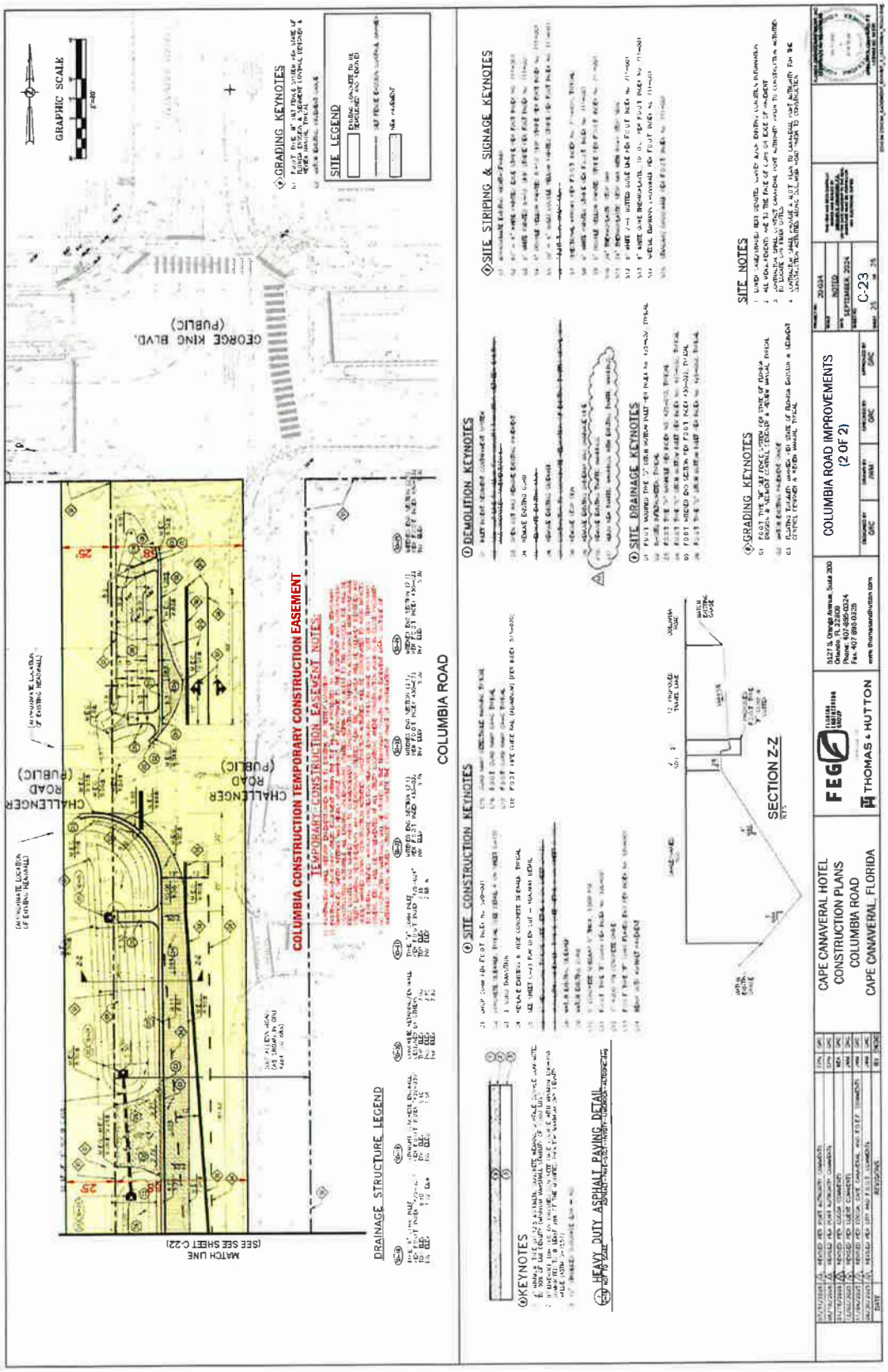
_____
Print, Type or Stamp Commissioned name of Notary Public

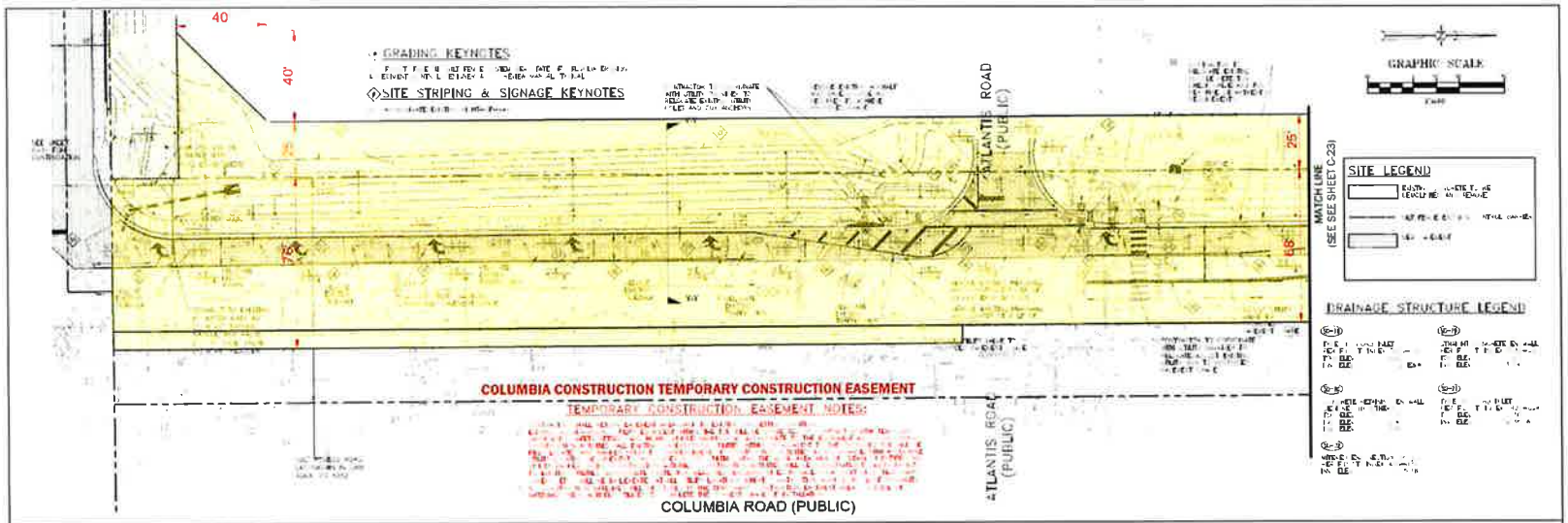
Personally known ☐ OR Produced valid identification ☐
Type of Identification produced _____.

EXHIBIT "A"

Port Property

A portion of Brevard County Property Appraiser Account:2430822 Parcel ID:24-37-15-00-1 link





SITE CONSTRUCTION KEYNOTES

DEMOLITION KEYNOTES

SITE STRIPING & SIGNAGE KEYNOTES

SITE DRAINAGE KEYNOTES

GRADING KEYNOTES

SITE NOTES

CAPE CANAVERAL HOTEL
CONSTRUCTION PLANS
COLUMBIA ROAD
CAPE CANAVERAL, FLORIDA

FEG FLORIDA ENGINEERING GROUP
THOMAS & HUTTON

5127 S. Orange Avenue Suite 200
Orlando, FL 32809
Phone 407-855-0524
Fax 407-855-0525
www.thomasandhutton.com

COLUMBIA ROAD IMPROVEMENTS
(1 OF 2)

SEPTEMBER 2024

C-22

EXHIBIT "B"

Hotel Property

Brevard County Property Appraiser Account:2455936 Parcel ID:24-37-15-00-34 link 8955 Columbia Road

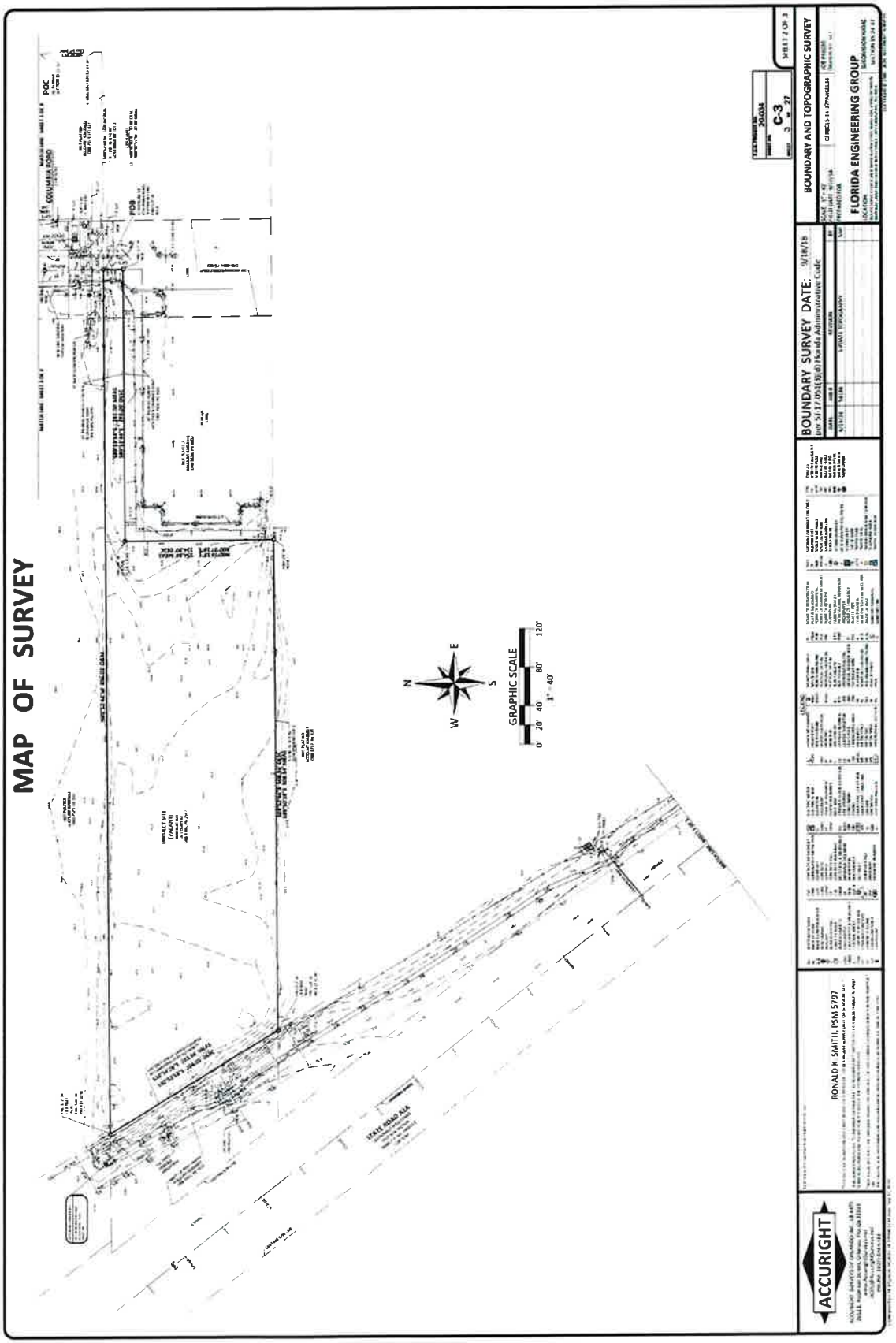


EXHIBIT "C"
Columbia Rd. Improvements

(27 pages to follow)

CAPE CANAVERAL HOTEL
CONSTRUCTION PLANS
8955 COLUMBIA ROAD
CAPE CANAVERAL, FLORIDA

S 15, T 24S, R 37E
PARCEL I.D. No. 24-37-15-00-34

OWNER/ APPLICANT: PORT HOSPITALITY GROUP, LLC
15260 NW 147th DRIVE, SUITE 100
ALACHUA, FL 32861
PHONE: (407) 644-6900

SURVEYOR: ACCURIGHT SURVEYS OF ORLANDO, INC.
2012 EAST ROBINSON STREET
ORLANDO, FL 32803
PHONE: (407) 894-6314
FAX: (407) 897-3777

GEOTECHNICAL: UNIVERSAL ENGINEERING SCIENCES
820 BREVARD AVENUE
ROCKLEDGE, FLORIDA 32955
PHONE: (321) 638-0808

PERMITTING AGENCIES
S.J.R.W.M.D.: ENVIRONMENTAL RESOURCE PERMIT
F.D.E.P.: WATER, WASTEWATER AND NPDES
CITY OF CAPE CANAVERAL: SITE PLAN APPROVAL
F.D.O.T.: DRAINAGE CONNECTION PERMIT
CITY OF COCOA: WATER

UTILITY COMPANIES

WATER:	(321) 433-8799	CITY OF COCOA
SEWER:	(321) 868-3308	CITY OF CAPE CANAVERAL
RECLAIM:	(321) 868-1240	CITY OF CAPE CANAVERAL
ELECTRIC:	(800) 868-9554	FPL-BREVARD
TELEPHONE:	(561) 997-0240	AT&T/DISTRIBUTION
GAS:	(321) 638-3424	FLORIDA CITY GAS
FIBER OPTIC	(321) 727-6451	BRIGHT HOUSE NETWORKS LLC BREVARD

SITE VICINITY MAP

NOT TO SCALE

PROJECT DESCRIPTION
TO CONSTRUCT A 6 STORY HOTEL (150 ROOMS) WITH AN UPPER LEVEL LARGE AREA WITH ASSOCIATED PARKING, STORMWATER AND UTILITY FACILITIES ON 2.39 ACRES OF LAND. THE STORMWATER SYSTEM WILL BE PROVIDED WITH PERVIOUS PAVERS, PERVIOUS CONCRETE, AND AGGREGATE TO COMPLY WITH THE REQUIREMENTS OF THE CITY OF CAPE CANAVERAL, ST.JOHNS RIVER WATER MANAGEMENT DISTRICT, AND FLORIDA DEPARTMENT OF TRANSPORTATION.

PLAN INDEX

C-1	COVER SHEET
C-2	BOUNDARY AND TOPOGRAPHIC SURVEY (1 OF 3)
C-3	BOUNDARY AND TOPOGRAPHIC SURVEY (2 OF 3)
C-4	BOUNDARY AND TOPOGRAPHIC SURVEY (3 OF 3)
C-5	LEGEND, NOTES AND SPECIFICATIONS
C-6	SITE DEMOLITION AND STORMWATER POLLUTION PREVENTION PLAN
C-7	SITE GEOMETRY & STRIPING PLAN
C-8	SITE PAVING AND GRADING PLAN (1 OF 2)
C-9	SITE PAVING AND GRADING PLAN (2 OF 2)
C-10	DRAINAGE SYSTEM PLAN AND DETAILS
C-11	SITE UTILITY PLAN (1 OF 2)
C-12	SITE UTILITY PLAN (2 OF 2)
C-13	FORCEMAIN PLAN & PROFILE (1 OF 4)
C-14A	FORCEMAIN PLAN & PROFILE (2 OF 4)
C-14B	FORCEMAIN PLAN & PROFILE (3 OF 4)
C-14C	FORCEMAIN PLAN & PROFILE (4 OF 4)
C-15	SITE CONSTRUCTION DETAILS
C-16	CITY OF COCOA UTILITY DETAILS
C-17	BREVARD COUNTY UTILITY DETAILS
C-18	SITE CROSS SECTIONS (1 OF 2)
C-19	SITE CROSS SECTIONS (2 OF 2)
C-20	FIRE TRUCK PATH PLAN
C-21	LIFT STATION
C-22	COLUMBIA ROAD IMPROVEMENTS (1 OF 2)
C-23	COLUMBIA ROAD IMPROVEMENTS (2 OF 2)
L-1	SITE LANDSCAPE PLAN
L-2	SITE IRRIGATION PLAN

NOTE
1. THE PROPOSED HOTEL PROJECT WILL BE PRIVATELY OWNED AND MAINTAINED BY GROSVENOR PORT HOTEL, LLC.
2. ALL WORK PREFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITIONS OF THE FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE UTILITY ACCOMMODATION MANUAL.
3. ALL PROPOSED SURFACES SHALL BE GRADED TO DRAIN POSITIVELY TO ASSURE NO LOW POINTS HAVE BEEN CREATED, NO FLOODING TO ADJACENT PROPERTIES WILL OCCUR, SMOOTH SURFACES ARE MAINTAINED, AND NO STEEP OR UNUSUAL SLOPES ARE CREATED.
4. THE CPA AND CCVFD SHALL BE CONTACTED PRIOR TO CONSTRUCTION ACTIVITIES. THE CPA SHALL BE CONTACTED TO LOCATE CPA FIBER ALONG COLUMBIA ROAD PRIOR TO CONSTRUCTION ACTIVITIES. A MOT PLAN SHALL BE SUBMITTED TO CPA FOR APPROVAL PRIOR TO THE CONSTRUCTION OF THE TURN LANE AND STRIPING ON COLUMBIA ROAD.

FEG FLORIDA ENGINEERING GROUP
now part of
THOMAS & HUTTON

5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325
www.thomasandhutton.com

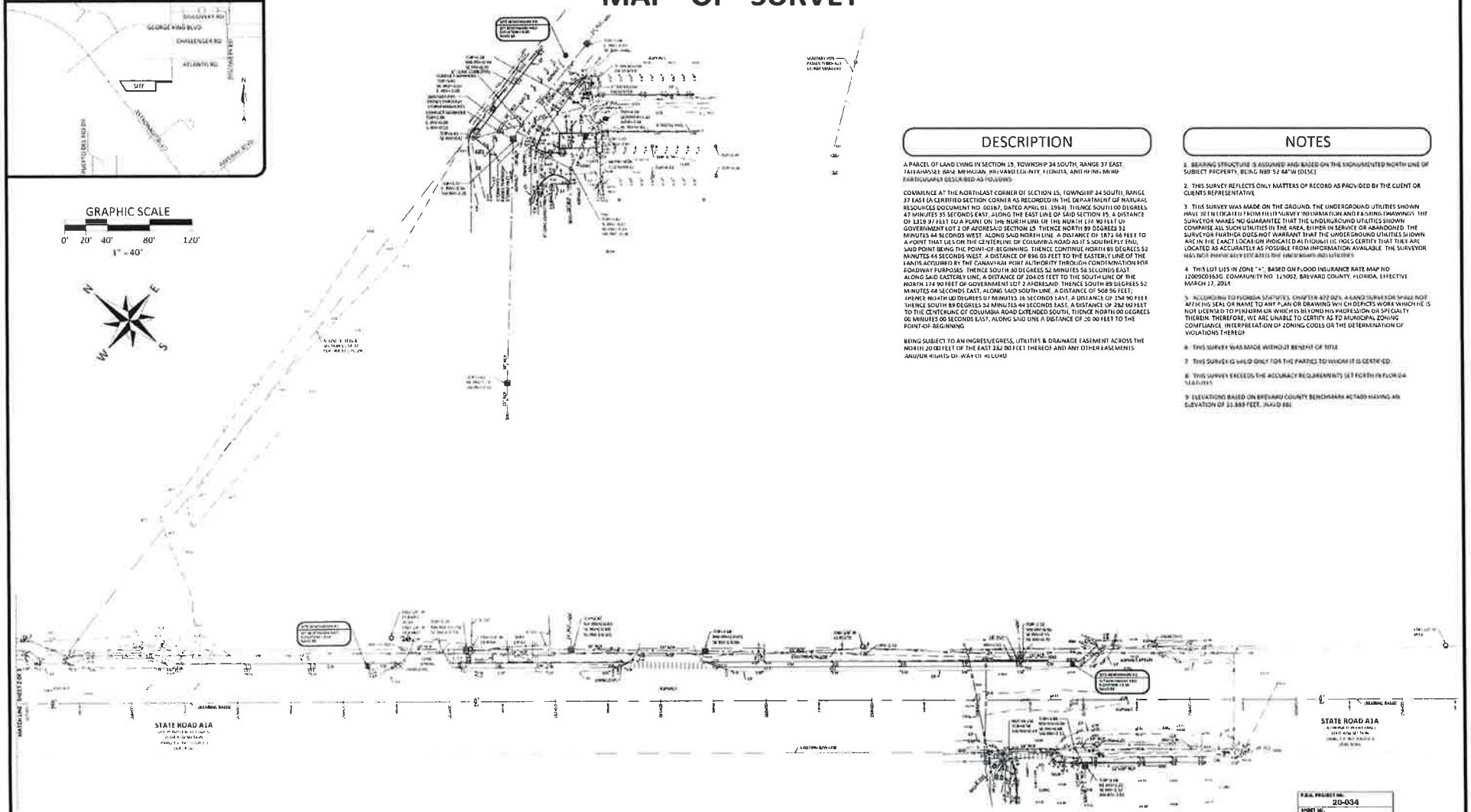
MAP OF SURVEY

VICINITY MAP (NOT TO SCALE)

GRAPHIC SCALE

0' 20' 40' 80' 120'

1" = 40'



DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 24 SOUTH, RANGE 37 EAST, TALLAHASSEE BASE MERIDIAN, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 24 SOUTH, RANGE 37 EAST (A CERTIFIED SECTION CORNER AS RECORDED IN THE DEPARTMENT OF NATURAL RESOURCES DOCUMENT NO. 00187, DATED APRIL 01, 1984). THENCE SOUTH 00 DEGREES 47 MINUTES 35 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 1219.97 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 1/2 OF THE EAST 1/2 OF GOVERNMENT LOT 2 OF AFORESAID SECTION 15. THENCE NORTH 89 DEGREES 51 MINUTES 44 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 1873.66 FEET TO A POINT THAT LIES ON THE CENTERLINE OF COLUMBIA ROAD AS IT'S SOUTHERLY END, SAID POINT BEING THE POINT-OF-BEGINNING. THENCE CONTINUE NORTH 89 DEGREES 52 MINUTES 44 SECONDS WEST, A DISTANCE OF 896.03 FEET TO THE EASTERLY LINE OF THE LANDS ACQUIRED BY THE CANAVERAL PORT AUTHORITY THROUGH CONDEMNATION FOR ROADWAY PURPOSES. THENCE SOUTH 30 DEGREES 52 MINUTES 56 SECONDS EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 204.05 FEET TO THE SOUTH LINE OF THE NORTH 174.90 FEET OF GOVERNMENT LOT 2 AFORESAID. THENCE SOUTH 89 DEGREES 52 MINUTES 44 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 508.96 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 16 SECONDS EAST, A DISTANCE OF 174.90 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 44 SECONDS EAST, A DISTANCE OF 282.00 FEET TO THE CENTERLINE OF COLUMBIA ROAD EXTENDED SOUTH. THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID LINE A DISTANCE OF 20.00 FEET TO THE POINT-OF-BEGINNING.

BEING SUBJECT TO AN INGRESS/EGRESS, UTILITIES & DRAINAGE EASEMENT ACROSS THE NORTH 20.00 FEET OF THE EAST 282.00 FEET THEREOF AND ANY OTHER EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.

NOTES

1. BEARING STRUCTURE IS ASSUMED AND BASED ON THE MONUMENTED NORTH LINE OF SUBJECT PROPERTY, BEING N89°52'44"W (DESC)

2. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR CLIENTS REPRESENTATIVE.

3. THIS SURVEY WAS MADE ON THE GROUND. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

4. THIS LOT LIES IN ZONE "X", BASED ON FLOOD INSURANCE RATE MAP NO 12009C0363D, COMMUNITY NO 125092, BREVARD COUNTY, FLORIDA, EFFECTIVE MARCH 17, 2014

5. ACCORDING TO FLORIDA STATUTES, CHAPTER 472.025, A LAND SURVEY FOR SALE NOT AFFIX HIS SEAL OR NAME TO ANY PLAN OR DRAWING WHICH DEPICTS WORK WHICH HE IS NOT LICENSED TO PERFORM OR WHICH IS BEYOND HIS PROFESSION OR SPECIALTY THEREIN. THEREFORE, WE ARE UNABLE TO CERTIFY AS TO MUNICIPAL ZONING COMPLIANCE, INTERPRETATION OF ZONING CODES OR THE DETERMINATION OF VIOLATIONS THEREOF

6. THIS SURVEY WAS MADE WITHOUT BENEFIT OF TITLE

7. THIS SURVEY IS VALID ONLY FOR THE PARTIES TO WHOM IT IS CERTIFIED.

8. THIS SURVEY EXCEEDS THE ACCURACY REQUIREMENTS SET FORTH IN FLOR 04 SEC 1051

9. ELEVATIONS BASED ON BREVARD COUNTY BENCHMARK #C7400 HAVING AN ELEVATION OF 11.889 FEET, (NAVD 88)

F.B.& PROJECT NO. 20-034

SHEET NO. C-2

SHEET 2 OF 27

SHEET 1 OF 3

ACCURIGHT

ACCURIGHT SURVEYS OF ORLANDO INC., LB 4475
2012 E. Robinson Street, Orlando, Florida 32803
www.AccurightSurveys.net
ACCU@AccurightSurveys.net
PHONE (407) 894 6314

RONALD K. SMITH, PSM 5797

LEGEND

BOUNDARY SURVEY DATE: 9/18/18

per 5J-17.051(3)(d) Florida Administrative Code

DATE	JOB #	REVISION	BY
4/19/24	58186	UPDATE TOPOGRAPHY	SAM

BOUNDARY AND TOPOGRAPHIC SURVEY

SCALE: 1" = 40'
FIELD DATE: 9/10/18
EF#BCES 24 37PARCEL34
JOB BASED
DRAWN BY: GLT

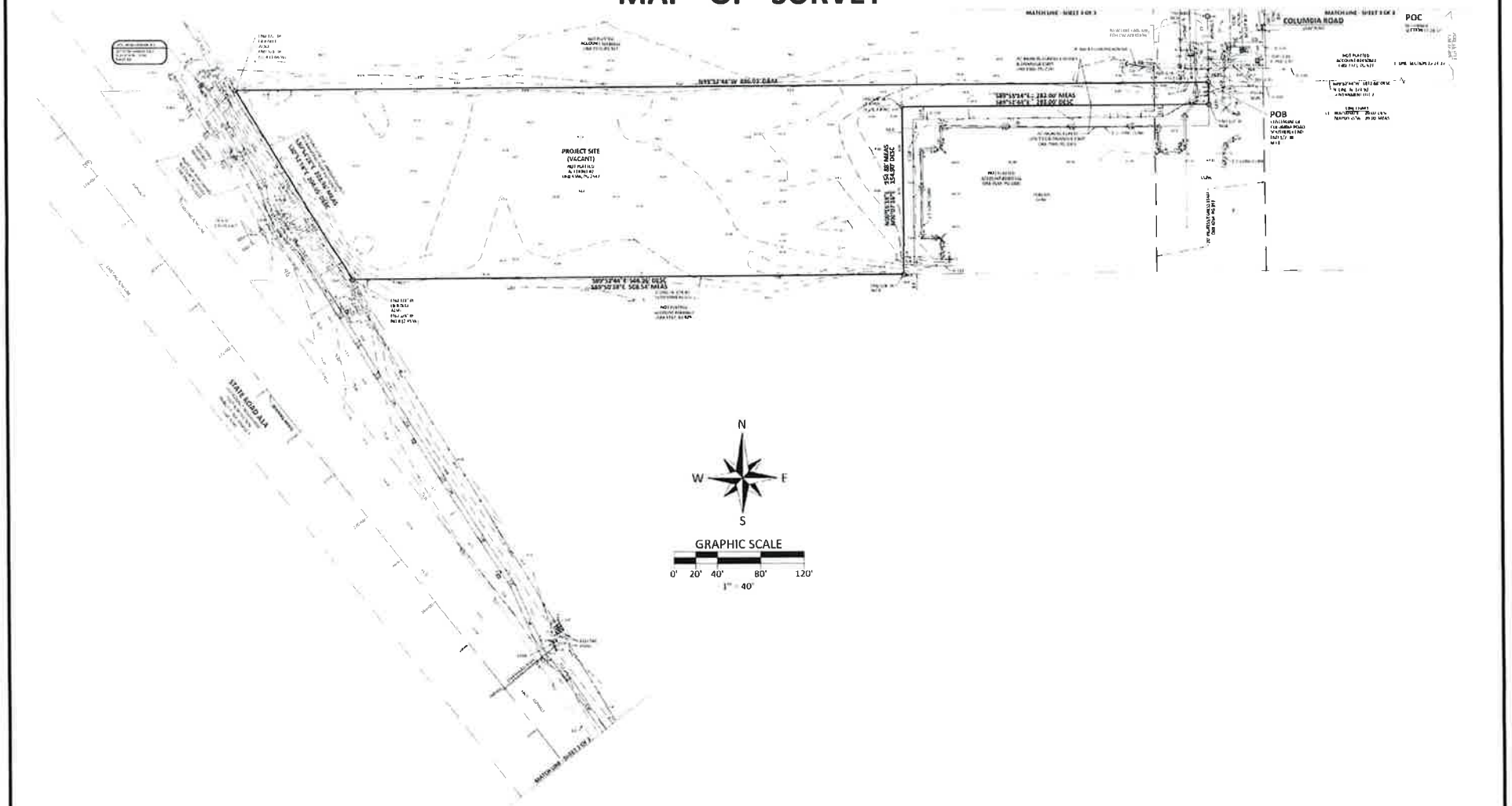
PREPARED FOR:

FLORIDA ENGINEERING GROUP

LOCATION:

SUBDIVISION NAME:

MAP OF SURVEY



F.E.G. PROJECT NO.	20-034
SHEET NO.	C-3
SHEET	3 OF 37

SHEET 2 OF 3

ACCURIGHT

ACCURIGHT SURVEYS OF ORLANDO INC., LB 4493
20121 E. Robinson Street, Orlando, Florida 32833
www.AccurightSurveys.net
ACCU@AccurightSurveys.net
PHONE: (407) 834-4234

RONALD K. SMITH, PSM 5797

LEGEND

BOUNDARY SURVEY DATE: 9/18/18
per 5J-17.051(3)(d) Florida Administrative Code

DATE	JOB #	REVISION	BY
6/19/24	58188	UPDATE TOPOGRAPHY	SAM

BOUNDARY AND TOPOGRAPHIC SURVEY

SCALE: 1" = 40'
FIELD DATE: 9/18/18
CHECKED BY: SAM/RCL/SM
JOB NAME:
DRAWN BY: GST

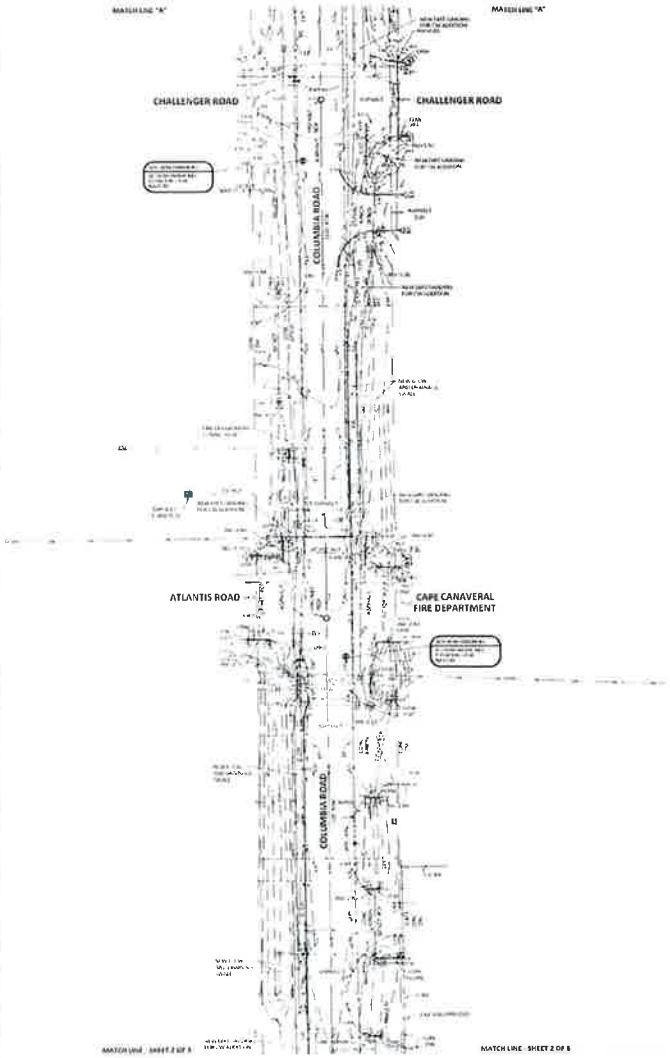
PREPARED FOR:

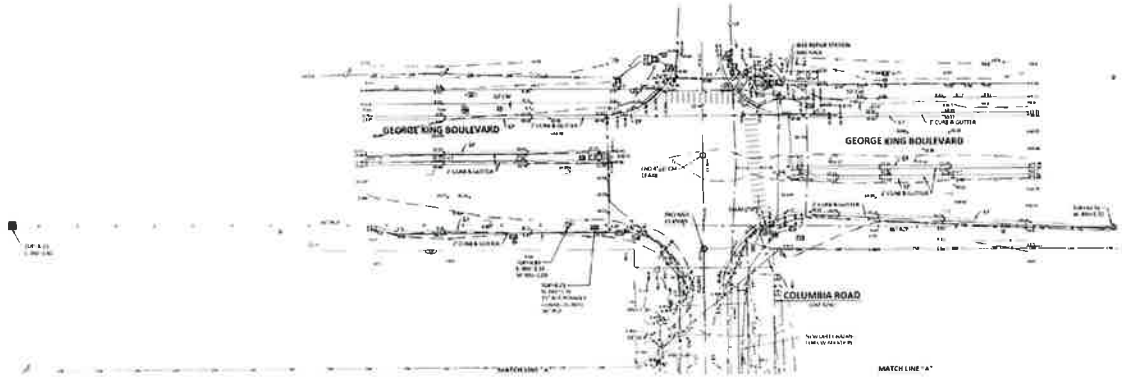
FLORIDA ENGINEERING GROUP

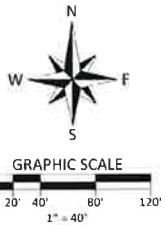
LOCATION:

SUBDIVISION NAME:
SLCTION 15 24 37

MAP OF SURVEY







F.A.P. PROJECT NO. 20-034
SHEET NO. C-4
SHEET 4 OF 27

SHEET 3 OF 3

ACCURIGHT
ACCURIGHT SURVEYS OF ORLANDO INC. LB 6675
2012 E. Robinson Street, Orlando, Florida 32803
www.AccurightSurveys.net
ACCU@AccurightSurveys.net
PHONE: (407) 894-6314

RONALD K. SMITH, PSM 5797

LEGEND

BOUNDARY SURVEY DATE: 9/18/18
per 5J-17.051(3)(d) Florida Administrative Code

DATE	JOB #	REVISION	BY
6/19/24	54186	UPDATE TOPOGRAPHY	SSM

BOUNDARY AND TOPOGRAPHIC SURVEY

SCALE 1" = 40'
FIELD DATE 9/18/18
CFWBC15-24 37PARLEL34
JOB 440330
DRAWN BY: JAT

PREPARED FOR:
FLORIDA ENGINEERING GROUP

LOCATION:
SUBDIVISION NAME:
SECTION 15-24-37

GENERAL NOTES:

GEOMETRY NOTES:

MARKING, STRIPING, & SIGNAGE NOTES:

PAVING, GRADING, & DRAINAGE NOTES:

EROSION CONTROL NOTES:

WATER & SEWER UTILITY NOTES:

F.D.E.P. CONSTRUCTION NOTES:

VERTICAL SEPARATION – VERTICAL CLEARANCE:

HORIZONTAL SEPARATION – HORIZONTAL SEPARATION:

CONSTRUCTION NOTES:

CONNECTION TO EXISTING WATER MAINS:

FLUSHING OF WATERMAINS:

MATERIAL SPECIFICATIONS:

PAVING, GRADING & DRAINAGE:

WATER MATERIAL:
GENERAL MATERIAL SPECIFICATIONS

SEWER MATERIAL:
VERTICAL INSTALL
THE STANDARD SEWER MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF CAPE CANAVERAL STANDARDS, DETAILS, AND SPECIFICATIONS.

1. PVC GRAVITY SEWER PIPE:

CONCRETE CONSTRUCTION NOTES:

1. CONCRETE CONSTRUCTION JOINTING
   A. THE CONTRACTOR ALONG WITH THE
   B. ARTIFICIAL CONCRETE CONTRACTOR, EDGE NOTE, FOUNDER GENERAL CONTRACTOR, THE OWNER'S REPRESENTATIVE, ENGINEER OF RECORD, ARCHITECT, THE CONTRACTOR, CONSTRUCTION MANAGER, ETC.
   C. AGENDA: REVISED THE NOTE LOCATED ON THE FOLLOWING
   a. [illegible]
   b. [illegible]
   c. [illegible]
   d. [illegible]
   e. [illegible]
   f. [illegible]
2. JOINTS FOR CONCRETE SLABS
   A. GENERAL – A JOINTING PLAN FOR THE ENTIRE PAVING AREA SHALL BE PREPARED BY THE CONCRETE CONTRACTOR & SUBMITTED TO THE ENGINEER OF RECORD (EOR) 2 WEEKS PRIOR TO PLACEMENT OF CONCRETE FOR THE EOR APPROVAL. THE [illegible] ASSUMED
   a. [illegible]
   b. [illegible]
   D. CONSTRUCTION JOINTS – A CONSTRUCTION JOINT SEPARATES [illegible]
   E. CONTROL/CONTRACTION JOINTS – CONTROL JOINTS [illegible]
   a. [illegible]
   b. [illegible]
   F. EXPANSION JOINTS – EXPANSION JOINTS SHALL BE PROVIDED [illegible]
   G. [illegible]
   H. [illegible]
   I. [illegible]
   J. [illegible]
   K. [illegible]
   L. [illegible]
   M. [illegible]
   N. [illegible]
   O. [illegible]
   P. [illegible]
   Q. [illegible]
   R. [illegible]
   S. [illegible]
   T. [illegible]
   U. [illegible]
   V. [illegible]
   W. [illegible]
   X. [illegible]
   Y. [illegible]
   Z. [illegible]
   AA. [illegible]
   BB. [illegible]
   CC. [illegible]
   DD. [illegible]
   EE. [illegible]
   FF. [illegible]
   GG. [illegible]
   HH. [illegible]
   II. [illegible]
   JJ. [illegible]
   KK. [illegible]
   LL. [illegible]
   MM. [illegible]
   NN. [illegible]
   OO. [illegible]
   PP. [illegible]
   QQ. [illegible]
   RR. [illegible]
   SS. [illegible]
   TT. [illegible]
   UU. [illegible]
   VV. [illegible]
   WW. [illegible]
   XX. [illegible]
   YY. [illegible]
   ZZ. [illegible]
   AAA. [illegible]
   BBB. [illegible]
   CCC. [illegible]
   DDD. [illegible]
   EEE. [illegible]
   FFF. [illegible]
   GGG. [illegible]
   HHH. [illegible]
   III. [illegible]
   JJJ. [illegible]
   KKK. [illegible]
   LLL. [illegible]
   MMM. [illegible]
   NNN. [illegible]
   OOO. [illegible]
   PPP. [illegible]
   QQQ. [illegible]
   RRR. [illegible]
   SSS. [illegible]
   TTT. [illegible]
   UUU. [illegible]
   VVV. [illegible]
   WWW. [illegible]
   XXX. [illegible]
   YYY. [illegible]
   ZZZ. [illegible]
   AAAA. [illegible]
   BBBB. [illegible]
   CCCC. [illegible]
   DDDD. [illegible]
   EEEE. [illegible]
   FFFF. [illegible]
   GGGG. [illegible]
   HHHH. [illegible]
   IIII. [illegible]
   JJJJ. [illegible]
   KKKK. [illegible]
   LLLL. [illegible]
   MMMM. [illegible]
   NNNN. [illegible]
   OOOO. [illegible]
   PPPP. [illegible]
   QQQQ. [illegible]
   RRRR. [illegible]
   SSSS. [illegible]
   TTTT. [illegible]
   UUUU. [illegible]
   VVVV. [illegible]
   WWWW. [illegible]
   XXXX. [illegible]
   YYYY. [illegible]
   ZZZZ. [illegible]

LEGEND

SITE

GRADING & DRAINAGE

UTILITY

DATE	REVISIONS	BY	DESIGN
08/18/2025	REVISED PER PORT AUTHORITY COMMENTS	CPH	GRC
08/18/2025	REVISED PER PORT AUTHORITY COMMENTS	CPH	GRC
01/16/2025	REVISED PER EDCOA COMMENTS	AGA	GRC
12/22/2025	REVISED PER CLIENT COMMENTS	JWM	GRC
11/24/2025	REVISED PER EDCOA, CAPE CANAVERAL, AND F.D.E.P. COMMENTS	JWM	GRC
09/30/2025	REVISED PER CITY AND F.D.O.T. COMMENTS	JWM	GRC

CAPE CANAVERAL HOTEL
CONSTRUCTION PLANS
COLUMBIA ROAD
CAPE CANAVERAL, FLORIDA

FEG FLORIDA ENGINEERING GROUP
now part of
THOMAS & HUTTON

5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone 407-895-0324
Fax 407-895-0325
www.thomasandhutton.com

LEGEND, NOTES AND SPECIFICATIONS

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	JWM	GRC	GRC

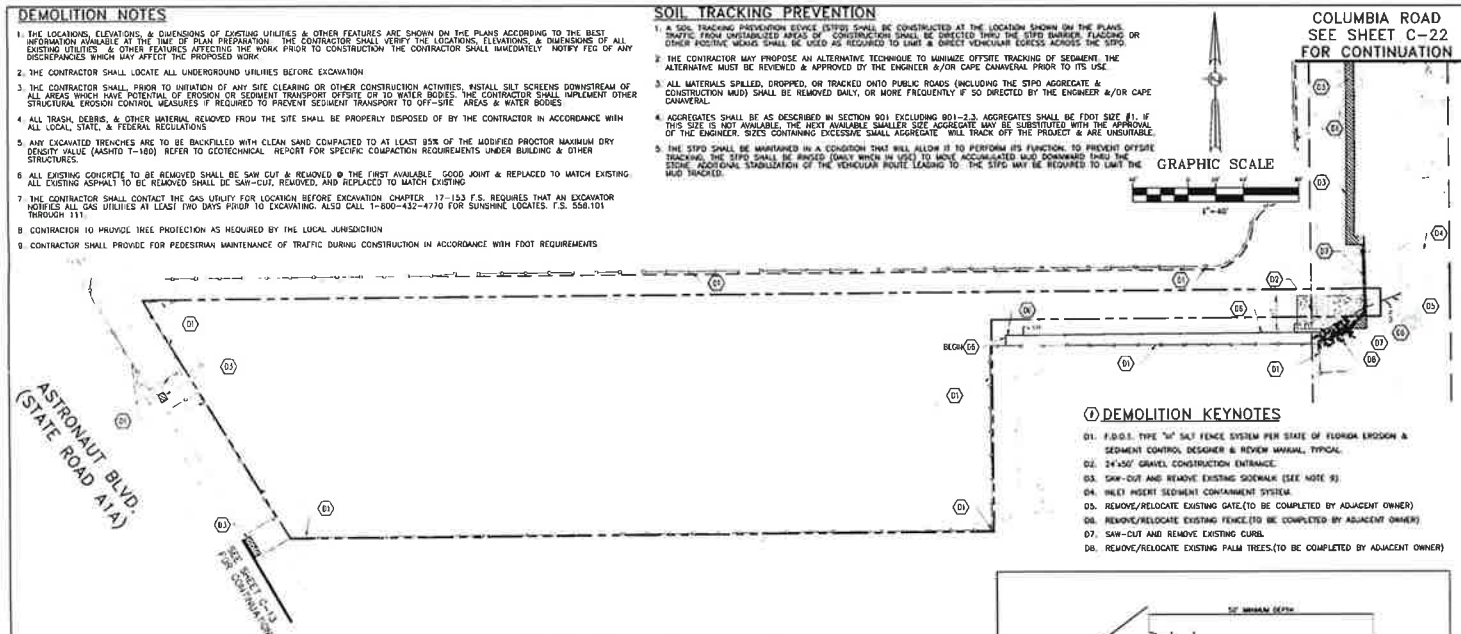
DATE 20-03-1
SCALE AS SHOWN
SEPTEMBER 2024
C-5
5 27

DEMOLITION NOTES

1. THE LOCATIONS, ELEVATIONS, & DIMENSIONS OF EXISTING UTILITIES & OTHER FEATURES ARE SHOWN ON THE PLANS ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PLAN PREPARATION. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, & DIMENSIONS OF ALL EXISTING UTILITIES & OTHER FEATURES AFFECTING THE WORK PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY FEG OF ANY DISCREPANCIES WHICH MAY AFFECT THE PROPOSED WORK.
2. THE CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES BEFORE EXCAVATION.
3. THE CONTRACTOR SHALL, PRIOR TO INITIATION OF ANY SITE CLEARING OR OTHER CONSTRUCTION ACTIVITIES, INSTALL SILT SCREENS DOWNSTREAM OF ALL AREAS WHICH HAVE POTENTIAL OF EROSION OR SEDIMENT TRANSPORT OFFSITE OR TO WATER BODIES. THE CONTRACTOR SHALL IMPLEMENT OTHER STRUCTURAL EROSION CONTROL MEASURES IF REQUIRED TO PREVENT SEDIMENT TRANSPORT TO OFF-SITE AREAS & WATER BODIES.
4. ALL TRASH, DEBRIS, & OTHER MATERIAL REMOVED FROM THE SITE SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR IN ACCORDANCE WITH ALL LOCAL, STATE, & FEDERAL REGULATIONS.
5. ANY EXCAVATED TRENCHES ARE TO BE BACKFILLED WITH CLEAN SAND COMPACTED TO AT LEAST 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY VALUE (AASHTO T-180). REFER TO GEOTECHNICAL REPORT FOR SPECIFIC COMPACTION REQUIREMENTS UNDER BUILDING & OTHER STRUCTURES.
6. ALL EXISTING CONCRETE TO BE REMOVED SHALL BE SAW CUT & REMOVED @ THE FIRST AVAILABLE GOOD JOINT & REPLACED TO MATCH EXISTING. ALL EXISTING ASPHALT TO BE REMOVED SHALL BE SAW-CUT, REMOVED, AND REPLACED TO MATCH EXISTING.
7. THE CONTRACTOR SHALL CONTACT THE GAS UTILITY FOR LOCATION BEFORE EXCAVATION. CHAPTER 17-153 F.S. REQUIRES THAT AN EXCAVATOR NOTIFIES ALL GAS UTILITIES AT LEAST TWO DAYS PRIOR TO EXCAVATING. ALSO CALL 1-800-432-4770 FOR SUNSHINE LOCATES. F.S. 556.101 THROUGH 111.
8. CONTRACTOR TO PROVIDE TREE PROTECTION AS REQUIRED BY THE LOCAL JURISDICTION.
9. CONTRACTOR SHALL PROVIDE FOR PEDESTRIAN MAINTENANCE OF TRAFFIC DURING CONSTRUCTION IN ACCORDANCE WITH FDOT REQUIREMENTS.

SOIL TRACKING PREVENTION

1. A SOIL TRACKING PREVENTION DEVICE (STPD) SHALL BE CONSTRUCTED AT THE LOCATION SHOWN ON THE PLANS. TRAFFIC FROM UNSTABILIZED AREAS OF CONSTRUCTION SHALL BE DIRECTED THRU THE STPD BARRIER. FLAGGING OR OTHER POSITIVE MEANS SHALL BE USED AS REQUIRED TO LIMIT & DIRECT VEHICULAR EGRESS ACROSS THE STPD.
2. THE CONTRACTOR MAY PROPOSE AN ALTERNATE TECHNIQUE TO MINIMIZE OFFSITE TRACKING OF SEDIMENT. THE ALTERNATIVE MUST BE REVIEWED & APPROVED BY THE ENGINEER &/OR CAPE CANAVERAL PRIOR TO ITS USE.
3. ALL MATERIALS SPILLED, DROPPED, OR TRACKED ONTO PUBLIC ROADS (INCLUDING THE STPD AGGREGATE & CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENTLY IF SO DIRECTED BY THE ENGINEER &/OR CAPE CANAVERAL.
4. AGGREGATES SHALL BE AS DESCRIBED IN SECTION 901 EXCLUDING 901-2.3. AGGREGATES SHALL BE FDOT SIZE #1. IF THIS SIZE IS NOT AVAILABLE, THE NEXT AVAILABLE SMALLER SIZE AGGREGATE MAY BE SUBSTITUTED WITH THE APPROVAL OF THE ENGINEER. SIZES CONTAINING EXCESSIVE SMALL AGGREGATE WILL TRACK OFF THE PROJECT & ARE UNSUITABLE.
5. THE STPD SHALL BE MAINTAINED IN A CONDITION THAT WILL ALLOW IT TO PERFORM ITS FUNCTION. TO PREVENT OFFSITE TRACKING, THE STPD SHALL BE RINSED (DAILY WHEN IN USE) TO MOVE ACCUMULATED MUD DOWNWARD THRU THE STONE. ADDITIONAL STABILIZATION OF THE VEHICULAR ROUTE LEADING TO THE STPD MAY BE REQUIRED TO LIMIT THE MUD TRACKED.



DEMOLITION KEYNOTES

01. F.D.O.T. TYPE "W" SILT FENCE SYSTEM PER STATE OF FLORIDA EROSION & SEDIMENT CONTROL DESIGNER & REVIEW MANUAL, TYPICAL.
02. 24'x50' GRAVEL CONSTRUCTION ENTRANCE.
03. SAW-CUT AND REMOVE EXISTING SIDEWALK (SEE NOTE 9)
04. INLET INSERT SEDIMENT CONTAINMENT SYSTEM.
05. REMOVE/RELOCATE EXISTING GATE.(TO BE COMPLETED BY ADJACENT OWNER)
06. REMOVE/RELOCATE EXISTING FENCE.(TO BE COMPLETED BY ADJACENT OWNER)
07. SAW-CUT AND REMOVE EXISTING CURB.
08. REMOVE/RELOCATE EXISTING PALM TREES.(TO BE COMPLETED BY ADJACENT OWNER)

EROSION CONTROLS FOR NON STORMWATER DISCHARGES:

A) WASTE DISPOSAL:

WASTE MATERIAL:
ALL WASTE MATERIAL WILL BE COLLECTED AND STORED IN A METAL DUMPSTER WHICH WILL BE MAINTAINED BY A LICENSED SOLID WASTE MANAGEMENT COMPANY IN CAPE CANAVERAL. THE DUMPSTER WILL MEET ALL LOCAL, STATE AND FEDERAL REGULATIONS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE WILL BE DEPOSITED IN THE DUMPSTER. THE DUMPSTER WILL BE EMPTIED AS OFTEN AS NECESSARY TO NOT CAUSE ON-SITE DISPOSAL OF WASTE. THE TRASH WILL BE HAULED TO AN APPROVED BREVARD COUNTY LANDFILL. NO CONSTRUCTION WASTE OR UNSUITABLE MATERIAL WILL BE BURIED ONSITE. ALL PERSONNEL WILL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR WASTE DISPOSAL. NOTICES STATING THESE PRACTICES WILL BE POSTED AT THE SUPERINTENDENT CONSTRUCTION TRAILER. THE INDIVIDUAL RESPONSIBLE FOR MANAGING THIS TASK WILL BE IDENTIFIED BY THE CONTRACTOR.

HAZARDOUS WASTE:
ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN ACCORDANCE WITH THE APPLICABLE LOCAL, STATE & FEDERAL REGULATIONS. ALL PERSONNEL WILL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR HAZARDOUS WASTE DISPOSAL. NOTICES STATING THESE PRACTICES WILL BE POSTED AT THE SUPERINTENDENT CONSTRUCTION TRAILER. THE INDIVIDUAL RESPONSIBLE FOR MANAGING THIS TASK WILL BE IDENTIFIED BY THE CONTRACTOR.

SANITARY WASTE:
ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS A MINIMUM OF THREE TIMES PER WEEK BY A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR AS REQUIRED BY LOCAL REGULATION.

B) OFFSITE VEHICLE TRACKING:

A GRAVEL CONSTRUCTION ENTRANCE HAS BEEN PROVIDED TO HELP REDUCE VEHICLE TRACKING OF SEDIMENTS. THE PAVED STREET ADJACENT TO THE SITE ENTRANCE WILL BE SWEPT DAILY TO REMOVE ANY EXCESS MUD, DIRT OR ROCK TRACKED FROM THE SITE. DUMP TRUCKS HAULING MATERIAL FROM THE CONSTRUCTION SITE WILL BE COVERED WITH A TARPAULIN.

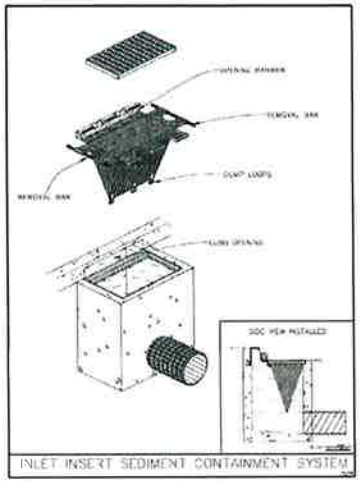


Figure V-18 Illustration of an Inlet Insert Sediment Containment System

EROSION CONTROL SITE DESCRIPTION NOTES:

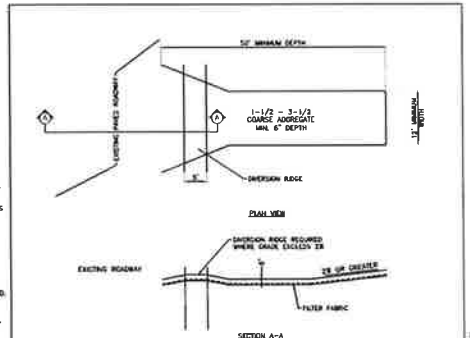
1. THE PROPOSED CONSTRUCTION ACTIVITY WILL ENTAIL CLEARING AND GRUBBING ACTIVITIES ON OF ± 2.288 ACRE SITE LOCATED AT STATE ROAD A-1-A & COLUMBIA ROAD TO BUILD A HOTEL AND ITS ASSOCIATED PARKING, DRAINAGE & UTILITIES.
2. THE SEQUENCE OF EROS DISTURBANCE ACTIVITY IS AS FOLLOWS:
   A. INSTALL SILT FENCE AS SHOWN ON THE PLANS & PROVIDE TREE PROTECTION ON SITE, IF APPLICABLE.
   B. CLEAR & GRUB THE AREA TO BE DISTURBED.
   C. PLACE FILL ON-SITE TO BRING THE SITE UP TO THE PROPOSED GRADES.
   D. BEGIN COMPACTION / STABILIZATION PROCESS
3. THE TOTAL SITE AREA IS 2.30 ACRES AND THE AREA TO BE DISTURBED IS APPROXIMATELY 5.75 ACRES
4. THE EXISTING SOIL IS 58-NARNBULL AND NAVAN FINE SAND, HSG. D. THE QUALITY OF THE STORMWATER DISCHARGE IS CONSISTENT WITH THE RUNOFF GENERATED BY THE COMMERCIAL SITE
5. THE TOTAL DRAINAGE AREA FOR THE PROJECT IS APPROXIMATELY 5.75 ACRES
6. THE LATITUDE & LONGITUDE FOR THE DISCHARGE POINTS IS LAT: N 28° 24' 07" N, LONG: W 80° 38' 54"W. THE RECEIVING WATER BODY IS THE ON-SITE STORMWATER SYSTEM DESIGNED TO RECEIVE STORMWATER RUNOFF FROM THE SITE & THEN EVENTUALLY DISCHARGE TO THE BANANA RIVER
7. WASTE DISPOSAL SHALL BE IMPLEMENTED IN ACCORDANCE WITH LOCAL, STATE & FEDERAL REGULATIONS. ALL TRUCKS EXITING THE SITE WILL BE HOSED, ITS LOAD COVERED AND THE COVER PROPERLY SECURED. THE STORAGE, APPLICATION, GENERATION & MIGRATION OF ALL FERTILIZERS, HERBICIDES, PESTICIDES & TOXIC MATERIAL SHALL BE IN ACCORDANCE W/ LOCAL, STATE & FEDERAL REGULATIONS
8. CONTRACTOR SHALL IDENTIFY THE INDIVIDUAL(S) RESPONSIBLE FOR THE WEEKLY & REQUIRED INSPECTIONS. A REPORTING SYSTEM ENTAILING THE ITEMS TO BE INSPECTED & THEIR CONDITION SHOULD BE DOCUMENTED & PLACED IN A DEDICATED FILING SYSTEM THAT WILL REMAIN ON THE PROJECT SITE, ACCESSIBLE TO THE CONSTRUCTION TEAM & TO THE F.D.E.P. INSPECTORS.
9. INSPECTIONS: CONSTRUCTION SITE WILL BE INSPECTED FOR EROSION PROBLEMS DAILY AND AFTER AFTER EACH RAINFALL GREATER THAN 0.5 INCH. A RAIN GAUGE WILL BE ON SITE TO MEASURE THE RAINFALL AMOUNT.

EROSION CONTROL NOTES:

1. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, & LOCAL CODES, ORDINANCES, & REGULATIONS GOVERNING POLLUTION OF THE ENVIRONMENT & SHALL IMPLEMENT ALL MEASURES NEEDED TO ENSURE ADEQUATE EROSION & SEDIMENT CONTROL DURING THE ENTIRE DURATION OF CONSTRUCTION. EROSION & SEDIMENT CONTROL MEASURES SHALL CONFORM TO CAPE CANAVERAL, ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION & FLORIDA DEPARTMENT OF TRANSPORTATION REQUIREMENTS. INSTALLATION OF SILT FENCE & TURBIDITY BARRIERS SHALL BE IN ACCORDANCE WITH F.D.O.T. ROADWAY & TRAFFIC DESIGN STANDARDS & STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, LATEST EDITION. EROSION & SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO OR AS THE FIRST STEP IN CONSTRUCTION.

EROSION CONTROL NOTES (Cont.):

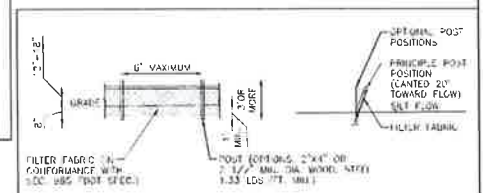
2. EROSION & SEDIMENT CONTROL MEASURES ARE TO BE APPLIED AS A PERIMETER DEFENSE AGAINST THE TRANSPORTATION OF SILT & SEDIMENTS OFF THE PROJECT SITE OR INTO ADJACENT WATER BODIES OR WETLANDS. THE CONTRACTOR SHALL PREPARE & IMPLEMENT AN EROSION CONTROL PLAN AS PART OF THE SCOPE OF WORK COVERED BY THESE PLANS. THE CONTRACTOR SHALL USE BEST MANAGEMENT PRACTICES IN CONTROLLING EROSION & SEDIMENT TRANSPORT DURING CONSTRUCTION. THE FLORIDA DEVELOPMENT MANUAL "A GUIDE TO SOUND LAND & WATER MANAGEMENT" MAY BE USED AS REFERENCE FOR RECOMMENDED BEST MANAGEMENT PRACTICES RELATED TO EROSION & SEDIMENT CONTROL.
3. THE CONTRACTOR SHALL SUBMIT THE EROSION CONTROL PLAN TO THE OWNER FOR APPROVAL PRIOR TO THE PRE-CONSTRUCTION MEETING.
4. ALL EROSION & SEDIMENT CONTROL MEASURES WHICH ARE NECESSARY TO LIMIT THE TRANSPORT OF SILTS & SEDIMENTS TO OUTSIDE THE LIMITS OF THE WORK AREA OR TO WATER BODIES OR WETLANDS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
5. THE CONTRACTOR SHALL PROVIDE BEST MANAGEMENT PRACTICES & IMPLEMENT STRUCTURAL MEASURES AS NEEDED TO PREVENT EROSION & SEDIMENT TRANSPORT FROM THE WORK AREAS. THE FOLLOWING ARE MINIMUM RECOMMENDED GUIDELINES TO BE IMPLEMENTED DURING CONSTRUCTION AS PART OF THE EROSION & SEDIMENT CONTROL PLAN:
   A. STOCKPILING OF MATERIAL
      NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE OR INTO ANY ADJACENT WATER BODY OR STORMWATER COLLECTION FACILITY.
   B. EXPOSED AREA LIMITATION & PROTECTION
      THE SURFACE AREA OF OPEN, RAW ERODIBLE SOIL EXPOSED BY CLEARING & GRUBBING OPERATIONS OR EXCAVATION & FILLING OPERATIONS SHALL BE LIMITED AS NEEDED TO MINIMIZE THE POTENTIAL OF OFF-SITE SEDIMENT TRANSPORT. ALL EXPOSED AREAS SHALL BE PROTECTED BY INSTALLING EFFECTIVE EROSION & SEDIMENT CONTROL MEASURES SUCH AS SILT SCREENS, SYNTHETIC BALES, TURBIDITY BARRIERS, SWALES, OR A COMBINATION OF THESE & OTHER MEASURES AS WARRANTED.
   C. INLET PROTECTION
      INLETS & CATCH BASINS SHALL BE PROTECTED DURING CONSTRUCTION FROM SEDIMENT LADEN STORMWATER RUNOFF BY PROVIDING A COMBINATION OF SILT SCREENS, SYNTHETIC BALES, FILTER FABRIC COVERS OR OTHER MEASURES AS NECESSARY TO CONTROL THE TRANSPORT OF SEDIMENT
   D. TEMPORARY GRASSING
      AREAS OPENED BY CONSTRUCTION OPERATIONS THAT ARE NOT ANTICIPATED TO BE DRESSED OR RECEIVE FINAL GRASSING TREATMENT WITHIN THIRTY DAYS, SHALL BE SEEDED WITH A QUICK GROWING GRASS SPECIES WHICH WILL PROVIDE AN EARLY COVER DURING THE SEASON IN WHICH IT IS PLANTED. TEMPORARY SEEDING SHALL BE CONTROLLED AS TO NOT ALTER OR COMPETE WITH PERMANENT GRASSING. SLOPES STEEPER THAN 6:1 SHALL ADDITIONALLY RECEIVE MULCHING OF APPROXIMATELY 2 INCHES OF LOOSE MEASURE OF MULCH MATERIAL CUT INTO THE SOIL OF THE SEEDED AREA TO A DEPTH OF 4 INCHES. THE SEEDED OR SEEDED & MULCHED AREAS SHALL BE FERTILIZED & WATERED AS NEEDED TO ENSURE OPTIMUM GROWING CONDITIONS FOR THE ESTABLISHMENT OF A GOOD GRASS COVER. IF AFTER 14 DAYS, THE TEMPORARY GRASSED AREAS HAVE NOT ATTAINED A MINIMUM OF 75% OF GOOD GRASS COVER, THE AREAS WILL BE REWORKED & ADDITIONAL SEED APPLIED TO ESTABLISH THE DESIRED VEGETATION COVER. REWORKED & ADDITIONAL SEED APPLIED.
   E. MAINTENANCE
      EROSION & SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED DURING THE ENTIRE DURATION OF CONSTRUCTION. THE CONTRACTOR SHALL INSPECT THE EROSION & CONTROL MEASURES ON A WEEKLY BASIS & 24 HOURS FOLLOWING RAINFALL EVENTS (0.5" OR GREATER) & IMMEDIATELY REPAIR ANY OBSERVED DAMAGED CONTROLS. ALL EROSION & SEDIMENT CONTROLS SHALL BE MAINTAINED AS TO FUNCTION PROPERLY WITHOUT THE TRANSPORT OF SEDIMENTS OUTSIDE THE LIMITS OF THE PROJECT.
6. APPROXIMATE SLOPES AFTER MAJOR GRADING VARIES BETWEEN 0.5% TO 6.33% MAXIMUM SLOPES ARE FOUND @ THE DRIVEWAY & THEY RANGE BETWEEN 2% TO 6.0%.
7. AREAS OF SOILS DISTURBANCE IS LIMITED TO THE AREA WITHIN THE SILT FENCE LIMITS AS SHOWN ON THIS PLAN.
8. ALL PERVIOUS AREAS WILL BE SODDED, UNLESS OTHERWISE NOTED.
9. NO WETLANDS & SURFACE WATERS EXIST ON THIS PROJECT.



NOTE:
THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR BASIN.

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE

SCALE N.T.S



TYPE III SILT FENCE

PLAN LEGEND

- SAW CUT & REMOVE EXISTING ASPHALT & CONCRETE IN HATCHED AREAS.
- GRAVEL CONSTRUCTION ENTRANCE
- SILT FENCE EROSION CONTROL BARRIER

DATE	REVISION	BY	CHK
08/18/2026	REVISED PER PORT AUTHORITY COMMENTS	CPH	GRC
08/10/2026	REVISED PER PORT AUTHORITY COMMENTS	CPH	GRC
01/16/2026	REVISED PER CCCOA COMMENTS	RLA	GRC
12/22/2025	REVISED PER CLIENT COMMENTS	JWM	GRC
11/24/2025	REVISED PER CCCOA, CAPE CANAVERAL, AND F.D.E.P. COMMENTS	JWM	GRC
09/30/2025	REVISED PER CITY AND F.D.O.T. COMMENTS	JWM	GRC

CAPE CANAVERAL HOTEL
CONSTRUCTION PLANS
COLUMBIA ROAD
CAPE CANAVERAL, FLORIDA

FEG FLORIDA ENGINEERING GROUP
THOMAS & HUTTON

6127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone 407-895-0324
Fax 407-895-0325
www.thomasandhutton.com

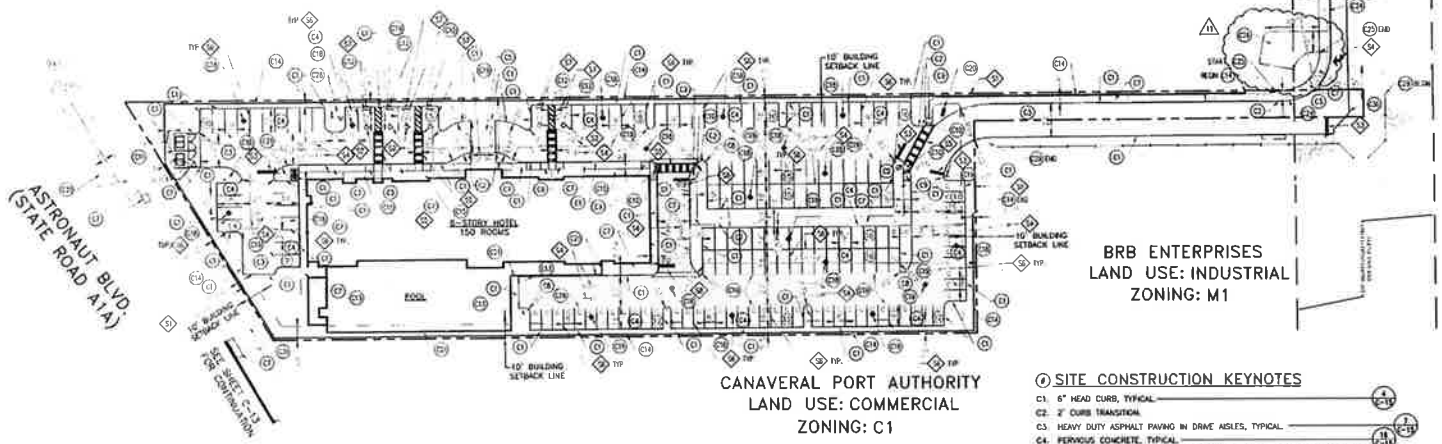
SITE DEMOLITION AND STORMWATER POLLUTION PREVENTION PLAN

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	JWM	GRC	GRC

20-034
1"=40'
SEPTEMBER 2024
C-6
6 OF 27

SITE STRIPING & SIGNAGE KEYNOTES

S1. PROPERTY BOUNDARY.
S2. HANDICAP PARKING STALL, TYPICAL.
S3. 24" THERMOPLASTIC STOP BAR WITH R1-1 STOP SIGN (HIGH INTENSITY REFLECTORIZED), (30"X30")
S4. DIRECTIONAL ARROWS PER F.D.O.T. INDEX No. 711-001, TYPICAL.
S5. SPECIAL EMPHASIS CROSSWALK STRIPING PER F.D.O.T. INDEX No. 711-001, TYPICAL.
S6. 4" WHITE PAINTED PARKING STRIPE.
S7. HANDICAP SIGN, TYPICAL.



SITE LEGEND

- CONCRETE PAVEMENT
- PERVIOUS CONCRETE
- PERVIOUS PAVERS
- HEAVY DUTY ASPHALT PAVEMENT
- IN-SITU INFILTROMETER, TYPICAL

GRAPHIC SCALE
1"=40'

SITE DATA

PROPERTY LOCATION:	8855 COLUMBIA ROAD CAPE CANAVERAL, FLORIDA
PROPERTY ZONING:	INDUSTRIAL M1/COMMERCIAL C1
PROPERTY FUTURE LAND USE DESIGNATION:	COMMERCIAL C1
EXISTING USE:	VACANT LOT
PROPOSED USE:	150 ROOM HOTEL
SITE AREA:	2.39± ACRES
SITE PROJECT AREA:	5.75± ACRES
PROPOSED BUILDING FLOOR AREA:	93,653 S.F.

BUILDING SETBACKS	(REQUIRED)	BUILDING SETBACKS	(PROPOSED)
FRONT (EAST)	10'	FRONT (EAST)	225.97'
SIDE (NORTH)	10'	SIDE (NORTH)	51.06'
SIDE (SOUTH)	10'	SIDE (SOUTH)	10.48'
REAR (WEST) (STATE ROAD A1A)	10'	REAR (WEST) (STATE ROAD A1A)	28.83'

MAXIMUM ALLOWABLE BUILDING HEIGHT — BUILDING HEIGHT PROPOSED
HOTEL 45' — 85'-0"
* PER ARTICLE X: A1A ECONOMIC OPPORTUNITY OVERLAY DISTRICT (EDOO)

BUILDING CONSTRUCTION TYPE
HOTEL TYPE I-B SPRINKLERED

LANDSCAPE BUFFERS	(REQUIRED)	LANDSCAPE BUFFERS	(PROPOSED)
FRONT (EAST)	5'	FRONT (EAST)	5'
SIDE (NORTH)	5'	SIDE (NORTH)	5'
SIDE (SOUTH)	5'	SIDE (SOUTH)	5'
REAR (WEST)	5'	REAR (WEST)	5'

PARKING

PARKING REQUIRED

HOTEL	150 SLEEPING UNITS ÷ (1 SPACE PER ROOM)	150 SPACES
EMPLOYEE PARKING	(1 SPACE/ 12 SLEEPING UNITS)	13 SPACES
TOTAL PARKING REQUIRED		163 SPACES
SPACES REQUIRED TO BE RESERVED FOR HANDICAP		6 SPACES

PARKING PROVIDED

REGULAR PARKING	48 SPACES
COMPACT PARKING (28.8% PROVIDED)	47 SPACES
VALET PARKING	62 SPACES
HANDICAP PARKING	6 SPACES
TOTAL PARKING PROVIDED	163 SPACES

SITE AREA CALCULATIONS

	EXISTING		PROPOSED		
BUILDING FOOTPRINT	0 s.f.		16,145 s.f.		
PAVEMENT/CURB/SIDEWALK	0 s.f.		14,250 s.f.		
DUMPSTER	0 s.f.		479 s.f.		
IMPERVIOUS AREA	0 s.f.		30,884 s.f.	0.71 ±AC	29.83 %
PERVIOUS CONCRETE/POOL DECK/PERVIOUS PAVERS	0 s.f.		44,822 s.f.	1.03 ±AC	43.00 %
PERVIOUS AREA (LESS PERVIOUS CONCRETE)	104,218 s.f.		28,512 s.f.	0.65 ±AC	27.37 %
TOTAL SITE AREA	104,218 s.f.		104,218 s.f.	2.39 ±AC	100.00 %
MAXIMUM IMPERVIOUS ALLOWABLE					80 %
IMPERVIOUS AREA COVER PROPOSED				1.74 ±AC*	72.6 %

* INCLUDES IMPERVIOUS AREA, PERVIOUS CONCRETE AND PERVIOUS PAVERS

FLOOD ZONE

FLOOD ZONE X PER FEMA F.I.R.M. PANEL 12009C0383H DATED: 01/29/2021.

SOILS

SE-TURNBULL AND RIOMAR SOIL HSG: D.

WETLAND STATEMENT

THERE ARE NO JURISDICTIONAL WETLANDS WITHIN THE PROJECT SITE.

HAZARDOUS MATERIALS STATEMENT

DURING CONSTRUCTION, WHEN COMBUSTIBLES ARE BROUGHT ONTO THE SITE IN SUCH QUANTITIES AS DEEMED HAZARDOUS BY THE FIRE OFFICIAL, ACCESS ROADS & A SUITABLE TEMPORARY SUPPLY OF WATER ACCEPTABLE TO THE FIRE DEPARTMENT SHALL BE PROVIDED & MAINTAINED.

LIGHTING NOTE

LIGHTING SHALL COMPLY WITH CITY OF CAPE CANAVERAL CODE OF ORDINANCES.

A1A ECONOMIC OPPORTUNITY OVERLAY DISTRICT

THE PROJECT SHALL COMPLY WITH THE STANDARDS SET FORTH IN ARTICLE X OF CHAPTER 110 A1A ECONOMIC OPPORTUNITY OVERLAY DISTRICT FOR THE CITY OF CAPE CANAVERAL.

DUMPSTER NOTE

DUMPSTER SHALL COMPLY WITH CITY OF CAPE CANAVERAL CODE OF ORDINANCES.

SIGNAGE NOTE

SIGNAGE SHALL COMPLY WITH CITY OF CAPE CANAVERAL CODE OF ORDINANCES.

SEWER SYSTEM:

THE HOTEL SEWER SYSTEM WILL CONSIST OF AN ONSITE LIFT STATION TO BE PRIVATELY OWNED. THE LIFT STATION WILL DISCHARGE THROUGH A FORCE MAIN, WHICH WILL BE BUILT BY DEVELOPER, THAT WILL CONNECT TO AN EXISTING SEWER MANHOLE LOCATED ON THE EAST SIDE OF HOMEWOOD SUITES, VIA A CITY EASEMENT.

WATER SYSTEM:

THE HOTEL WATER & FIRE DEMANDS WILL BE MET BY CONNECTING TO THE EXISTING 12" WATER MAIN LOCATED AT THE INTERSECTION OF COLUMBIA ROAD & ATLANTIS ROAD. THE WATER MAIN WITHIN COLUMBIA ROAD WILL BE OWNED AND MAINTAINED BY THE CITY OF COCOA UTILITIES AND THE ON-SITE WATER SYSTEM WILL BE OWNED AND MAINTAINED BY THE DEVELOPER.

STORMWATER SYSTEM:

THE STORMWATER SYSTEM WILL BE DESIGNED IN COMPLIANCE WITH THE CITY OF CAPE CANAVERAL, FDOT, AND SJRWMD REGULATIONS.

SITE NOTES

1. ALL CURB RADII ARE TO BE 5.0', TYPICAL, UNLESS NOTED OTHERWISE.
2. LANDSCAPE ISLAND NOSE NOT TO EXCEED THE PARKING STALL DEPTH &/OR PROTRUDE INTO DRIVE ISLES, TYPICAL.
3. ALL DIMENSIONS ARE PARALLEL & PERPENDICULAR TO A BEARING OF N 88°52'44" W, UNLESS OTHERWISE INDICATED WITH A "*" ON BEARING.
4. LOWER CASE TEXT DENOTES SURVEY &/OR EXISTING CONDITION INFORMATION.
5. ALL MEASUREMENTS ARE TO THE FACE OF CURB OR EDGE OF PAVEMENT.
6. CONTRACTOR SHALL CONTACT CANAVERAL PORT AUTHORITY PRIOR TO CONSTRUCTION ACTIVITIES TO LOCATE CPA FIBER OPTICS.
7. CONTRACTOR SHALL PROVIDE A M.O.T. PLAN TO CANAVERAL PORT AUTHORITY FOR THE CONSTRUCTION ACTIVITIES ALONG COLUMBIA ROAD PRIOR TO CONSTRUCTION.
8. CONTRACTOR SHALL COORDINATE WITH RETAINING WALL VENDOR FOR DESIGN AND PERMITTING. THE PROPOSED PEDESTRIAN GUARDRAIL SHALL BE PLACED ON TOP OF WALL WITH THE STYLE TO BE DETERMINED BY THE OWNER.

PHASING NOTE

THIS PROJECT WILL BE CONSTRUCTED IN ONE (1) PHASE.

SITE CONSTRUCTION KEYNOTES

C1. 6" HEAD CURB, TYPICAL.
C2. 2' CURB TRANSITION.
C3. HEAVY DUTY ASPHALT PAVING IN DRIVE AISLES, TYPICAL.
C4. PERVIOUS CONCRETE, TYPICAL.
C5. DECORATIVE PAVEMENT. (SEE ARCHITECTURAL PLANS FOR MORE INFORMATION)
C6. HR201 BIKE RACK WITH 6'x9'x4" CONCRETE PAD.
C7. CONCRETE SIDEWALK, TYPICAL.
C8. TREMRON BLOCK PAVERS 8"x8" (NATURAL GREY) (SF RIMA) – PAVER OUTLET.
C9. WHEELCHAIR RAMP – STRAIGHT, TYPICAL.
C10. CURB RAMP DETECTABLE WARNING SURFACE PER FLORIDA BUILDING CODE.
C11. DOUBLE DUMPSTER ENCLOSURE DESIGN/PERMITTING BY OTHERS (SEE ENCLOSURE DETAIL BY ARCHITECT).
C12. WHEEL STOP PER F.D.O.T. INDEX No. 520-001, TYPICAL.
C13. PERMEABLE POOL DECK.
C14. RETAINING WALL W/HANDRAIL (SEE NOTE 8).
C15. LANDSCAPE AREA. (SEE SHEET L-1)
~~C16. LIGHT DUTY ASPHALT PAVEMENT, TYPICAL.~~
C17. WALL FOUNDATION TO BRIDGE FOR 8" CLEARANCE ON TOP OF STORM PIPE.
C18. IN-SITU INFILTROMETER, TYPICAL.
C19. RIBBON CURB, TYPICAL.
C20. BUSINESS IDENTIFICATION SIGN (TO BE DESIGNED AND PERMITTED BY OTHERS).
C21. RAILING, TYPICAL (BY OTHERS).
C22. EXISTING ASPHALT PAVEMENT.
C23. EXISTING CONCRETE PAVEMENT.
C24. F.D.O.T. TYPE "F" CURB (PER INDEX 520-001).
C25. F.D.O.T. PIPE GUIDE RAIL (ALUMINUM) WITH HANDRAIL (PER INDEX. 515-070).
C26. STABILIZED/GRASSED ACCESS AREA (SEE DETAIL THIS SHEET)
C27. 3' CURB TRANSITION WITH 3 RAISED PAVEMENT MARKERS (YELLOW).
C28. PROVIDE FIRE DEPARTMENT REQUIRED BOLLARDS, SIGNAGE AND TRAFFIC MARKINGS.
C29. CONTRACTOR TO COORDINATE WITH ADJACENT PROPERTY OWNER FOR REMOVAL OF EXISTING FENCE/GATES AND REINSTALLATION AND/OR REPLACEMENT (STYLE AND TYPE TO MATCH EXISTING). (TO BE COMPLETED BY ADJACENT OWNER).
C30. MATCH EXISTING PAVEMENT.
C31. PROPOSED 15' UTILITY (FORCEMAIN) EASEMENT.

DATE	REVISIONS	BY	CHK'D BY
08/19/2024	REVISED PER PORT AUTHORITY COMMENTS	CFH	GRC
09/05/2024	REVISED PER PORT AUTHORITY COMMENTS	CFH	GRC
01/16/2025	REVISED PER COCOA COMMENTS	NEA	GRC
12/22/2025	REVISED PER CLIENT COMMENTS	JWM	GRC
11/24/2025	REVISED PER COCOA, CAPE CANAVERAL, AND F.D.E.P. COMMENTS	JWM	GRC
09/30/2025	REVISED PER CITY AND F.D.O.T. COMMENTS	JWM	GRC

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COLUMBIA ROAD
CAPE CANAVERAL, FLORIDA

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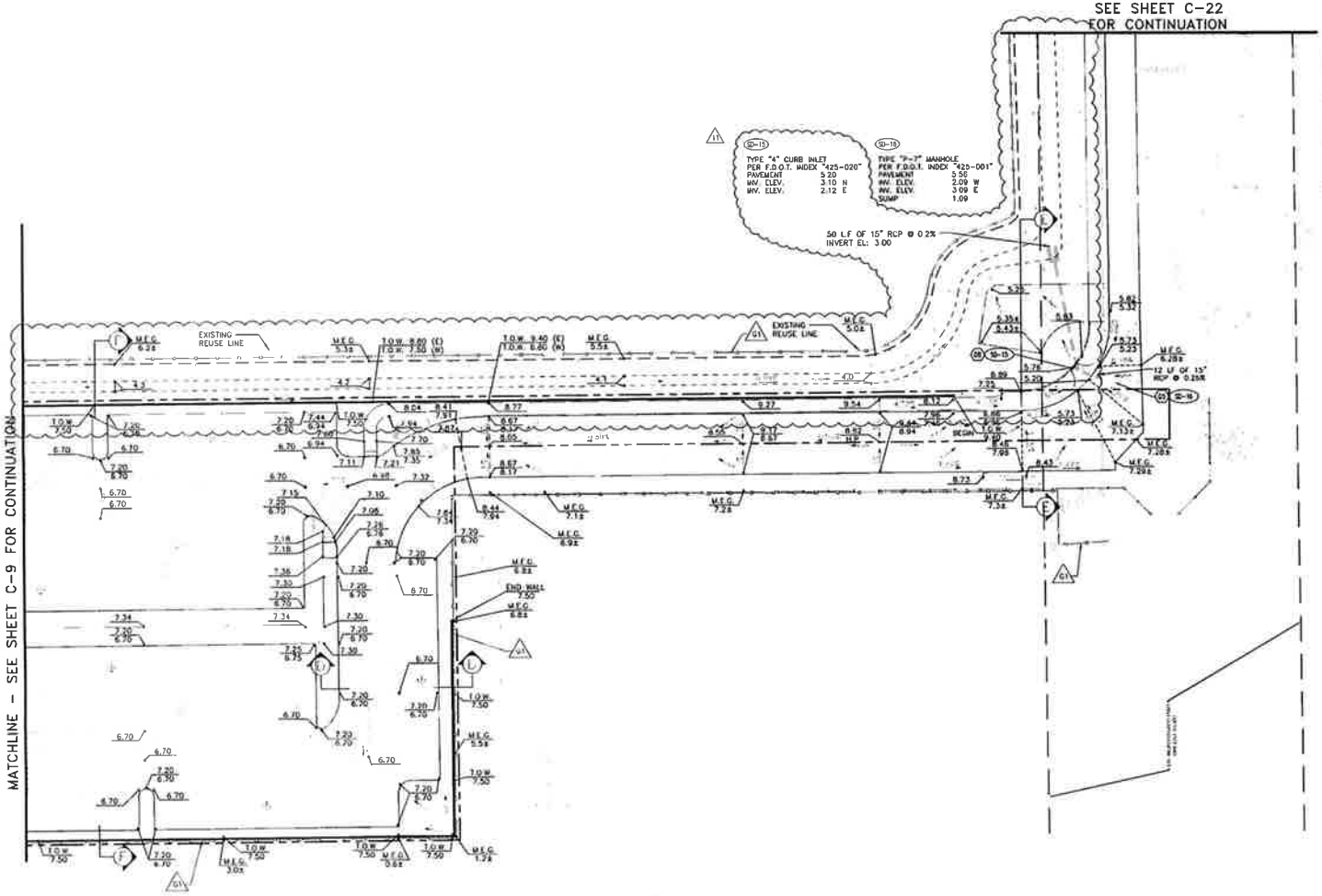
Orlando, FL 32809
Phone 407-895-0324
Fax 407-895-0325
www.thomasandhutton.com

SITE GEOMETRY & STRIPING PLAN

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	JWM	GRC	GRC

20-034
1"=40'
SEPTEMBER 2024
C-7
7 OF 27



SITE DRAINAGE KEYNOTES

D1. F.D.O.T. MODIFIED TYPE "D" DITCH BOTTOM INLET PER INDEX No. 425-052.
D2. F.D.O.T. TYPE "E" DITCH BOTTOM INLET PER INDEX No. 425-052, TYPICAL.
D3. UNDERGROUND STORMWATER SYSTEM.
D4. F.D.O.T. 4:1 MITERED END SECTION PER INDEX No. 430-021, TYPICAL.
D5. F.D.O.T. TYPE "P" MANHOLE PER INDEX No. 425-010, TYPICAL.
D6. YARD DRAIN BASIN (NYLOPLAST) PER ADVANCED DRAINAGE SYSTEMS (ADS).
D7. F.D.O.T. TYPE "C" DITCH BOTTOM INLET PER INDEX No. 425-052, TYPICAL.
D8. F.D.O.T. TYPE "4" CURB INLET PER INDEX No. 425-020, TYPICAL.

SITE LEGEND

- CONCRETE PAVEMENT
- PERVIOUS CONCRETE
- PERVIOUS PAVERS
- HEAVY DUTY ASPHALT PAVEMENT
- SILT FENCE EROSION CONTROL BARRIER
- IN-SITU INFILTROMETER, TYPICAL

GRAPHIC SCALE

1" = 20'

GRADING KEYNOTES

G1. F.D.O.T. TYPE "III" SILT FENCE SYSTEM PER STATE OF FLORIDA EROSION & SEDIMENT CONTROL DESIGNER & REVIEW MANUAL, TYPICAL.

NOTE:

1. THE CONTRACTOR SHALL REMOVE ALL DEBRIS (ABOVE AND BELOW THE SURFACE) THAT INCLUDES CONCRETE, ASPHALT, CONSTRUCTION DEBRIS, ETC. AS IDENTIFIED IN THE SOILS REPORT PREPARED BY UES. IN ADDITION, ALL OF THE AREA BELOW THE BUILDING, PAVEMENT, AND STORMWATER SYSTEM SHALL BE UNDERCUT TO A DEPTH OF 4 AND 3 FEET, RESPECTIVELY; AND BACKFILLED WITH CLEAN FREE DRAINING SAND. FOR THE AREAS UNDER THE STORMWATER EXFILTRATION SYSTEM, THE BACKFILL SHALL CONTAIN LESS THAN 5% PASSING THE No. 200 SIEVE. FOR THE AREAS UNDER THE BUILDING, THE BACKFILL SHALL CONTAIN LESS THAN 10% PASSING THE No. 200 SIEVE. THE CONTRACTOR SHALL REVIEW THE SOILS REPORT PREPARED BY UES FOR ALL SITE PREPARATION AND FILL REQUIREMENTS FOR THIS SITE PRIOR TO PREPARING A BID.
2. ALL PIPE JOINTS SHALL BE WRAPPED PER F.D.O.T. DESIGN STANDARD INDEX No. 430-001.
3. GRAVEL AND STONE SHALL BE COMPACTED TO A FIRM/UNYIELDING CONDITION

SEE SHEET C-10 FOR UNDERGROUND STORMWATER SYSTEM.

ROOFS SHALL DRAIN INTO ROOF COLLECTION SYSTEM.

CROSS SECTIONS

1. SEE SHEETS C-18 AND C-19 FOR CROSS SECTIONS.

DATE	REVISIONS	BY	CHKD
08/18/2025	REVISED PER PORT AUTHORITY COMMENTS	CPH	GRC
06/10/2025	REVISED PER PORT AUTHORITY COMMENTS	CPH	GRC
01/16/2025	REVISED PER ECOSA COMMENTS	NLA	GRC
12/22/2023	REVISED PER CLIENT COMMENTS	JMM	GRC
11/24/2023	REVISED PER CCCOA, CAPE CANAVERAL, AND F.D.E.P. COMMENTS	JMM	GRC
09/30/2023	REVISED PER CITY AND F.D.O.T. COMMENTS	JMM	GRC

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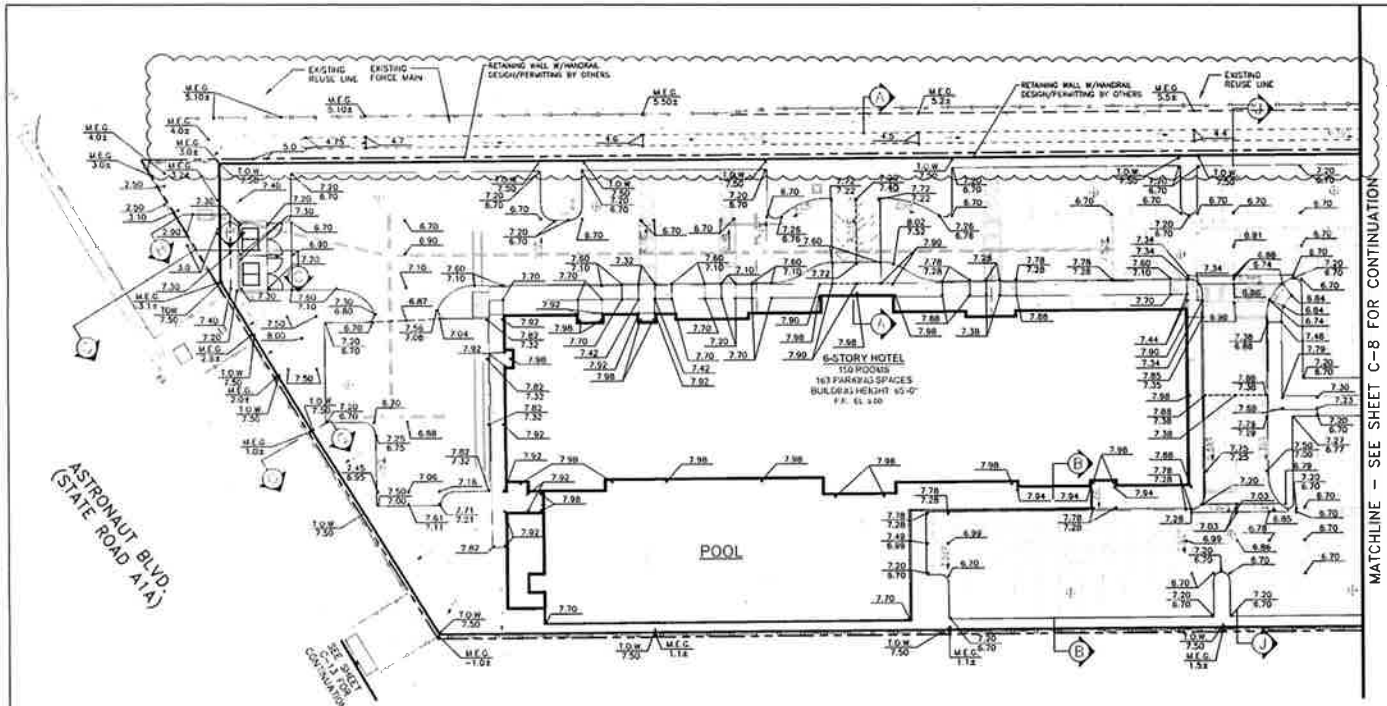
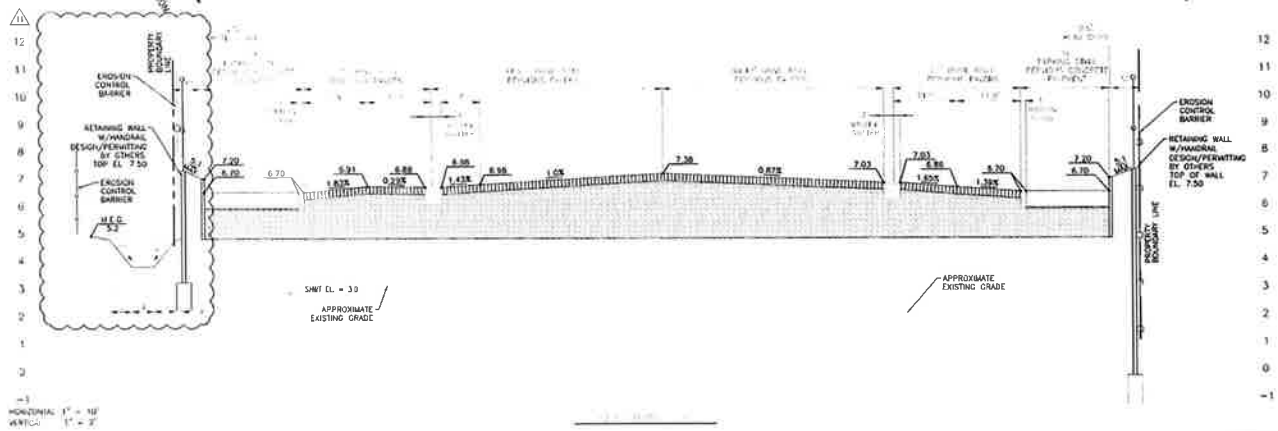
SITE PAVING AND GRADING PLAN (1 OF 2)

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	JWM	GRC	GRC

20-034
1"=20'
SEPTEMBER 2024
C-8





SITE DRAINAGE KEYNOTES

D1. F.D.O.T. MODIFIED TYPE "D" DITCH BOTTOM INLET PER INDEX No. 425-052.
D2. F.D.O.T. TYPE "E" DITCH BOTTOM INLET PER INDEX No. 425-052, TYPICAL.
D3. UNDERGROUND STORMWATER SYSTEM.
D4. F.D.O.T. 4:1 MITERED END SECTION PER INDEX No. 430-021, TYPICAL.
D5. F.D.O.T. TYPE "P" MANHOLE PER INDEX No. 425-010, TYPICAL.
D6. YARD DRAIN BASIN (NYLOPLAST) PER ADVANCED DRAINAGE SYSTEMS (ADS).
D7. F.D.O.T. TYPE "C" DITCH BOTTOM INLET PER INDEX No. 425-052, TYPICAL.
D8. F.D.O.T. TYPE "4" CURB INLET PER INDEX No. 425-020, TYPICAL.

SITE LEGEND

- CONCRETE PAVEMENT
- PERVIOUS CONCRETE
- PERVIOUS PAVERS
- HEAVY DUTY ASPHALT PAVEMENT
- SILT FENCE EROSION CONTROL BARRIER
- IN-SITU INFILTROMETER, TYPICAL

GRAPHIC SCALE
1"=20'

GRADING KEYNOTES

G1. F.D.O.T. TYPE "III" SILT FENCE SYSTEM PER STATE OF FLORIDA EROSION & SEDIMENT CONTROL DESIGNER & REVIEW MANUAL, TYPICAL.

NOTE:

1. THE CONTRACTOR SHALL REMOVE ALL DEBRIS (ABOVE AND BELOW THE SURFACE) THAT INCLUDES CONCRETE, ASPHALT, CONSTRUCTION DEBRIS, ETC. AS IDENTIFIED IN THE SOILS REPORT PREPARED BY UES. IN ADDITION, ALL OF THE AREA BELOW THE BUILDING, PAVEMENT, AND STORMWATER SYSTEM SHALL BE UNDERCUT TO A DEPTH OF 4 AND 3 FEET, RESPECTIVELY, AND BACKFILLED WITH CLEAN FREE DRAINING SAND. FOR THE AREAS UNDER THE STORMWATER EXFILTRATION SYSTEM, THE BACKFILL SHALL CONTAIN LESS THAN 5% PASSING THE No. 200 SIEVE. FOR THE AREAS UNDER THE BUILDING, THE BACKFILL SHALL CONTAIN LESS THAN 10% PASSING THE No. 200 SIEVE. THE CONTRACTOR SHALL REVIEW THE SOILS REPORT PREPARED BY UES FOR ALL SITE PREPARATION AND FILL REQUIREMENTS FOR THIS SITE PRIOR TO PREPARING A BID.
2. ALL PIPE JOINTS SHALL BE WRAPPED PER F.D.O.T. DESIGN STANDARD INDEX No. 430-001.
3. GRAVEL AND STONE SHALL BE COMPACTED TO A FIRM/UNYIELDING CONDITION.

SEE SHEET C-10 FOR UNDERGROUND STORMWATER SYSTEM

ROOFS SHALL DRAIN INTO ROOF COLLECTION SYSTEM

CROSS SECTIONS

1. SEE SHEETS C-18 AND C-19 FOR CROSS SECTIONS.

DATE	REVISIONS	BY	CHK'D
08/18/2025	REVISED PER PORT AUTHORITY COMMENTS	CPH	GRC
06/10/2025	REVISED PER PORT AUTHORITY COMMENTS	CPH	GRC
01/06/2025	REVISED PER COCOA COMMENTS	NEA	GRC
12/20/2025	REVISED PER CLIENT COMMENTS	JMM	GRC
11/24/2025	REVISED PER COCOA, CAPE CANAVERAL, AND F.D.E.P. COMMENTS	JMM	GRC
09/30/2025	REVISED PER CITY AND F.D.O.T. COMMENTS	JMM	GRC

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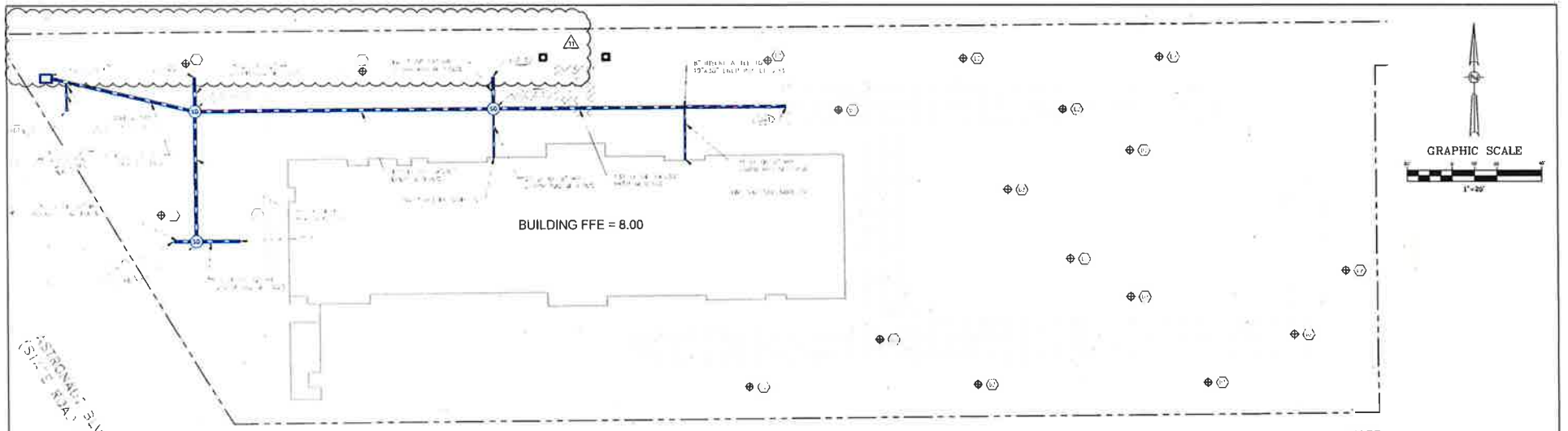
SITE PAVING AND GRADING PLAN (2 OF 2)

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	JWM	GRC	GRC

20-034
1"=20'
SEPTEMBER 2024
C-9
9 OF 27

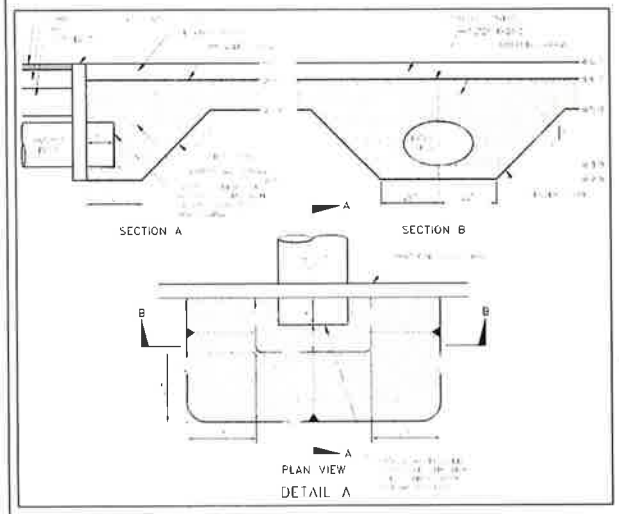
20034 Plans.dwg

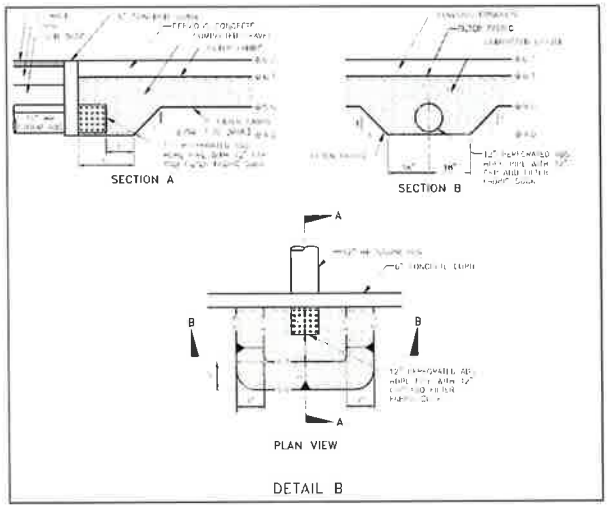


NOTE:

SITE DRAINAGE KEYNOTES

DRAINAGE STRUCTURE LEGEND





DATE	REVISIONS	BY	DCS
08/19/2024	REVISED PER PORT AUTHORITY COMMENTS	CPM	GRC
09/10/2024	REVISED PER PORT AUTHORITY COMMENTS	CPM	GRC
01/16/2025	REVISED PER COCOA COMMENTS	WEA	GRC
12/20/2025	REVISED PER CLIENT COMMENTS	JWM	GRC
11/24/2025	REVISED PER COCOA, CAPE CANAVERAL, AND F.D.E.P. COMMENTS	JWM	GRC
09/30/2025	REVISED PER CITY AND F.D.O.T. COMMENTS	JWM	GRC

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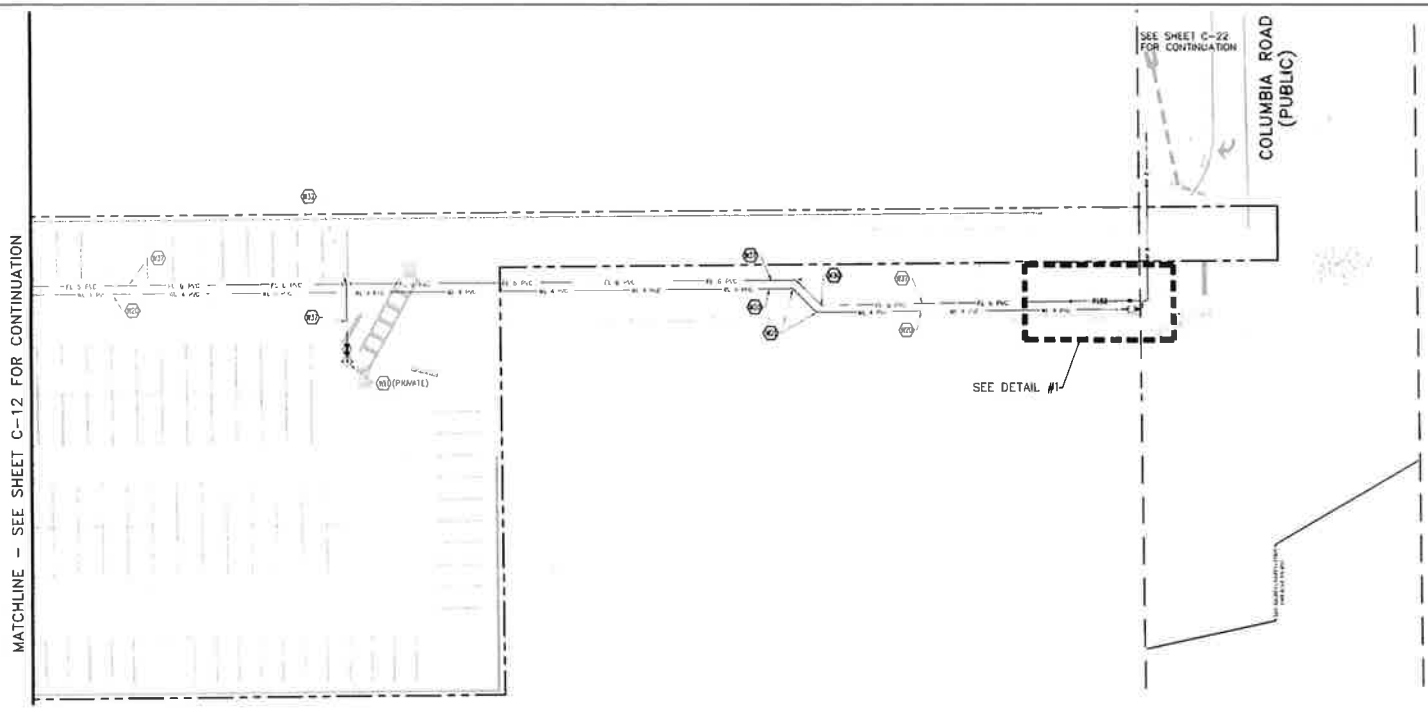
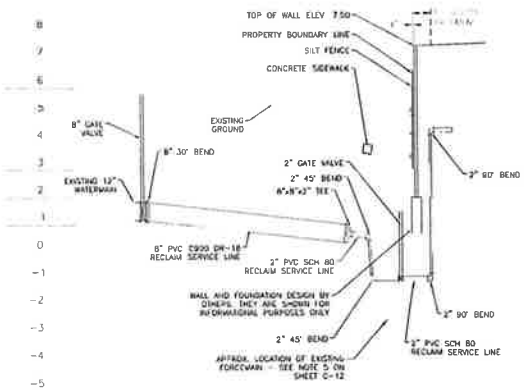
DRAINAGE SYSTEM PLAN
AND DETAILS

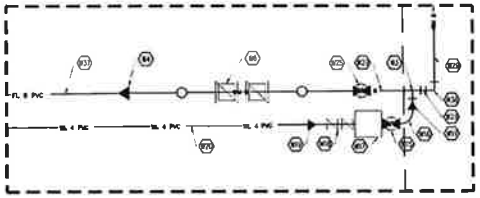
DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	JWM	GRC	GRC

20-034
NOTED
SEPTEMBER 2024
C-10
10 of 27

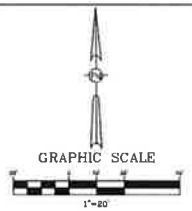




OFFSITE RECLAIM WATER PROFILE



DETAIL #1



WATER UTILITY KEYNOTES

~~W1. 8" PVC (C-900 DR-14) FIRE MAIN, TYPICAL.~~
W2. 8" 45° BEND.
W3. 8"x4" TEE.
W4. 8"x8" REDUCER.
W5. 8" GATE VALVE.
W6. 8" DOUBLE DETECTOR CHECK VALVE WITH 6" METER (PER CITY OF COCOA DETAIL ON SHEET C-18).
W7. 4" PVC (C-900 DR-14) FIRE MAIN, TYPICAL.
W8. 8"x6" REDUCER.
W9. 8" PVC (C-900 DR-14) FIRE MAIN, TYPICAL.
W10. 8"x6" TEE.
W11. FIRE HYDRANT ASSEMBLY.
W12. POST INDICATOR VALVE.
W13. 6"x4" REDUCER.
W14. 4" FIRE DEPARTMENT CONNECTION W/4" CHECK VALVE.
W15. 2" GATE VALVE.
W16. 2" COPPER SERVICE LINE (PER CITY OF COCOA UTILITIES SPECIFICATIONS.
W17. 2" WATER METER (TURBO CLASS 4).
W18. 2" RPZ BACKFLOW PREVENTER.
W19. 2"x4" REDUCER.
W20. 4" PVC (C-900 DR-18) WATER LINE.
W21. 4" 45° BEND.
W22. 4" 90° BEND.
W23. EXISTING 12" RECLAIMED WATER MAIN PER CITY OF CAPE CANAVERAL UTILITY MAP.
W24. 12"x8" TAPPING SLEEVE AND VALVE.
W25. 8" GATE VALVE.
W26. 8" PVC (C900 – DR-18 RECLAIMED LINE.
W27. 1" IRRIGATION METER.
W28. POINT OF CONNECTION OF ON-SITE IRRIGATION SYSTEM.
W29. 8" PVC (C-900 DR-18) WATER MAIN (TYPICAL).
W30. 6" 45° BEND.
W31. POINT OF CONNECTION (CONTRACTOR TO VERIFY LOCATION AND SIZE OF WATER/FIRE CONNECTION PRIOR TO CONSTRUCTION. SEE SHEET FP 2.01a.)
W32. 6"x6" TEE.
W33. 4" FDC CONNECTION (CONTRACTOR TO VERIFY LOCATION AND SIZE OF FDC CONNECTION PRIOR TO CONSTRUCTION, SEE SHEET FP 2.01a.)
W34. SHUT OFF VALVE W/ CAST IRON ACCESS BOX FLUSH WITH GRADE.
W35. 6" 45° BEND (VERTICAL).
W36. 6" PVC (C900 DR18) WATER MAIN
W37. 6" PVC (C900 DR14) FIRE MAIN.
W38. 6" 90° BEND.
W39. 6"x6"x2" TEE.
W40. 8" GATE VALVE AND VALVE BOX W/8" PVC CAP.
W41. 2" PVC SCH 80 RECLAIMED SERVICE LINE.
W42. 8" 30° BEND.
W43. CONTRACTOR SHALL INSTALL 20' MIN. DIP PIPE FOR WATER LINE CROSSINGS PER CITY OF COCOA DETAILS ON SHEET C-18
W44. 2" GATE VALVE.

NEEDED FIRE FLOW: PER NFPA 1 AND 101

BUILDING AREA:	106,944 SF
CONSTRUCTION TYPE:	TYPE I-B SPRINKLED
NEEDED FIRE FLOW:	3,500 GPM: USE 1,000 GPM (PER NFPA1 SECTION
FIRE HYDRANTS REQUIRED:	1 HYDRANT
FIRE HYDRANTS PROVIDED:	2 PROPOSED (180' AND 40' FROM BUILDING)

NOTES:

1. SANITARY MANHOLE LIDS SHALL BE US FOUNDRY MODEL USF655 RING AND AC COVER WITH "SANITARY" CENTER LETTERING.
2. WATER AND FIRE LINE PIPES SHALL BE CONSTRUCTED TO PROVIDE A MINIMUM OF 12" OF SEPARATION BETWEEN BOTTOM OF STORM PIPE AND TOP OF WATER AND FIRE LINE PIPES.
3. CONTRACTOR TO CONFIRM PIPE SIZE, MATERIAL AND INVERT ELEVATION OF PLUMBING PLAN PRIOR TO CONSTRUCTION.
4. CONTRACTOR SHALL CONFIRM DEPTH OF EXISTING FORCEMAIN AND PROVIDE A MINIMUM SEPARATION OF 12" (EITHER BELOW OR ABOVE) BETWEEN THE EXISTING FORCEMAIN AND THE PROPOSED REUSE LINE. REUSE LINE SHALL ALSO HAVE A MINIMUM COVER OF 36".
5. CONTRACTOR SHALL CONFIRM DEPTH OF EXISTING FORCEMAIN AND PROVIDE A MINIMUM SEPARATION OF 12" (EITHER BELOW OR ABOVE) BETWEEN THE EXISTING FORCEMAIN AND THE PROPOSED FORCEMAIN. PROPOSED FORCEMAIN SHALL ALSO HAVE A MINIMUM COVER OF 36".

DATE	REVISIONS	BY	CHKD
08/18/2026	REVISED PER PORT AUTHORITY COMMENTS	CHN	GRC
06/19/2026	REVISED PER PORT AUTHORITY COMMENTS	CHN	GRC
01/16/2026	REVISED PER COCOA COMMENTS	WLS	GRC
12/02/2025	REVISED PER CLIENT COMMENTS	JWM	GRC
11/04/2025	REVISED PER COCOA, CAPE CANAVERAL, AND F.D.E.P. COMMENTS	JWM	GRC
09/30/2025	REVISED PER CITY AND F.D.O.T. COMMENTS	JWM	GRC

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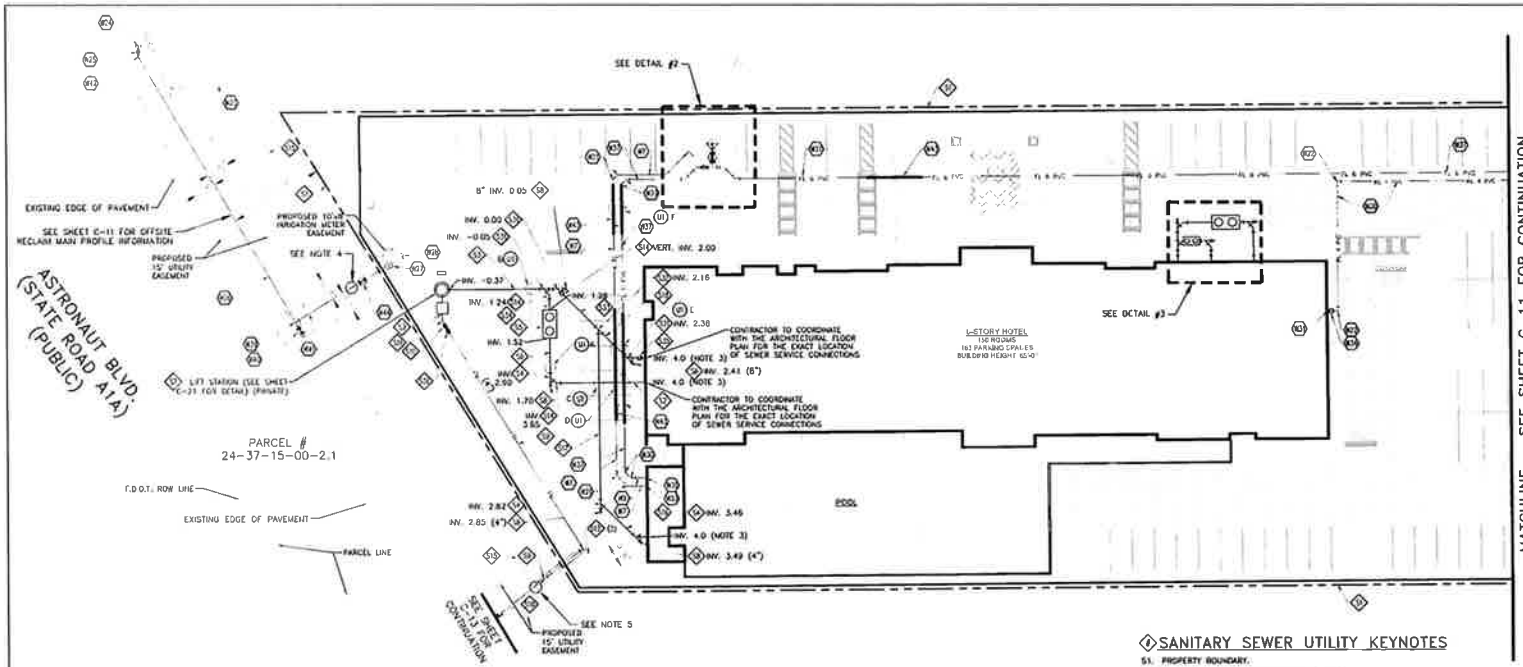
SITE UTILITY PLAN (1 OF 2)

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	JWM	GRC	GRC

20-034
NOTED
SEPTEMBER 2024
C-11
11 OF 27



GRAPHIC SCALE

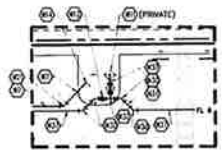
1"=20'

WATER UTILITY KEYNOTES

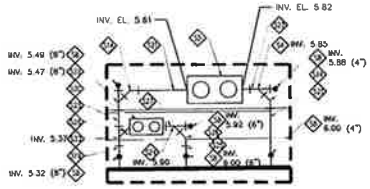
~~W1. 8" PVC (C-900 DR-14) FIRE MAIN, TYPICAL.~~
W2. 8" 45° BEND.
W3. 8"x2" TEE.
W4. 8"x8" REDUCER
W5. 8" GATE VALVE.
W6. 8" DOUBLE DETECTOR CHECK VALVE WITH 8" METER (PER CITY OF COCOA DETAIL ON SHEET C-18).
W7. 4" PVC (C-900 DR-14) FIRE MAIN, TYPICAL.
W8. 8"x6" REDUCER.
W9. 8" PVC (C-900 DR-14) FIRE MAIN, TYPICAL.
W10. 6"x6" TEE.
W11. FIRE HYDRANT ASSEMBLY.
W12. POST INDICATOR VALVE.
W13. 6"x4" REDUCER.
W14. 4" FIRE DEPARTMENT CONNECTION W/4" CHECK VALVE.
W15. 2" GATE VALVE.
W16. 2" COPPER SERVICE LINE (PER CITY OF COCOA UTILITIES SPECIFICATIONS.
W17. 2" WATER METER (TURBO CLASS II).
W18. 2" RPZ BACKFLOW PREVENTER.
W19. 2"x4" REDUCER.
W20. 4" PVC (C-900 DR-18) WATER LINE.
W21. 4" 45° BEND.
W22. 4" 90° BEND.
W23. EXISTING 12" RECLAIMED WATER MAIN PER CITY OF CAPE CANAVERAL UTILITY MAP.
W24. 12"x8" TAPPING SLEEVE AND VALVE.
W25. 8" GATE VALVE.
W26. 8" PVC (C900 – DR-18 RECLAIMED LINE.
W27. 1" IRRIGATION METER.
W28. POINT OF CONNECTION OF ON-SITE IRRIGATION SYSTEM.
W29. 8" PVC (C-900 DR-18) WATER MAIN (TYPICAL).
W30. 8" 45° BEND.
W31. POINT OF CONNECTION (CONTRACTOR TO VERIFY LOCATION AND SIZE OF WATER/FIRE CONNECTION PRIOR TO CONSTRUCTION. SEE SHEET FP 2.01a.)
W32. 8"x8" TEE.
W33. 4" FDC CONNECTION (CONTRACTOR TO VERIFY LOCATION AND SIZE OF FDC CONNECTION PRIOR TO CONSTRUCTION, SEE SHEET FP 2.01a.)
W34. SHUT OFF VALVE W/ CAST IRON ACCESS BOX FLUSH WITH GRADE.
W35. 8" 45° BEND (VERTICAL)
W36. 6" PVC (C900 DR18) WATER MAIN
W37. 6" PVC (C900 DR14) FIRE MAIN.
W38. 8" 90° BEND.
W39. 8"x8"x2" TEE.
W40. 8" GATE VALVE AND VALVE BOX W/8" PVC CAP.
W41. 2" PVC SCH 80 RECLAIMED SERVICE LINE.
W42. 8" 30° BEND.
W43. CONTRACTOR SHALL INSTALL 20' MIN. DIP PIPE FOR WATER LINE CROSSINGS PER CITY OF COCOA DETAILS ON SHEET C-18.
W44. 2" GATE VALVE.

SANITARY SEWER UTILITY KEYNOTES

S1. PROPERTY BOUNDARY.
S2. 34 L.F. 4" PVC SANITARY SERVICE @ 1.04%.
S3. 40 L.F. 6" PVC SANITARY SERVICE @ 1.04%.
S4. 4"x4" WYE.
S5. 1,250 GAL. GREASE INTERCEPTOR.
S6. 17 L.F. 4" PVC SANITARY SERVICE @ 1.04%
S7. LIFT STATION (SEE SHEET C-21 FOR DETAILS) (PRIVATE).
S8. SANITARY SEWER CLEANOUT, TYPICAL.
S9. 4" PVC C900 (DR-18) FORCEMAIN.
S10. 4" FULL PORT PLUG VALVE.
S11. 4" 45° BEND.
~~S12. 4" 90° BEND.~~
S13. 4" 90° VERTICAL BEND.
~~S14. 4" 45° BEND.~~
S15. EXISTING FORCEMAIN.
S16. 21 L.F. 4" PVC SANITARY SERVICE @ 3.19%
S17. 68 L.F. 4" PVC SANITARY SERVICE @ 1.04%.
S18. 18 L.F. 8" PVC SANITARY SERVICE @ 1.04%.
S19. 5 L.F. 8" PVC SANITARY SERVICE @ 1.04%
S20. 1,200 GAL. LINT INTERCEPTOR
S21. 12 L.F. 4" PVC SANITARY SERVICE @ 1.04%.
S22. 8 L.F. 4" PVC SANITARY SERVICE @ 1.04%.
S23. 10 L.F. 8" PVC SANITARY SERVICE @ 1.04%
S24. 6"x6" WYE.
S25. 7 L.F. 8" PVC SANITARY SERVICE @ 1.04%.
S26. 8" 45° BEND.
S27. 5 L.F. 8" PVC SANITARY SERVICE @ 1.04%.
S28. 2 L.F. 8" PVC SANITARY SERVICE @ 1.04%.
S29. 4"x6" WYE.
S30. 6"x8" WYE.
S31. 8"x8" WYE
S32. 8"x4" WYE.
S33. 21 L.F. OF 8" PVC SANITARY SEWER @ 1.04%
S34. 4 L.F. OF 4" PVC SANITARY SEWER @ 1.04%.
S35. 8" 45° BEND (VERTICAL).
S36. AIR RELEASE VALVE (PER BREVARD COUNTY DETAIL SHOWN ON SHEET C-17).
S37. 4"x8" REDUCER.
S38. 8" FULL PORT PLUG VALVE W/8" D.I. CAP.
S39. 8"x8" TEE.



DETAIL #2



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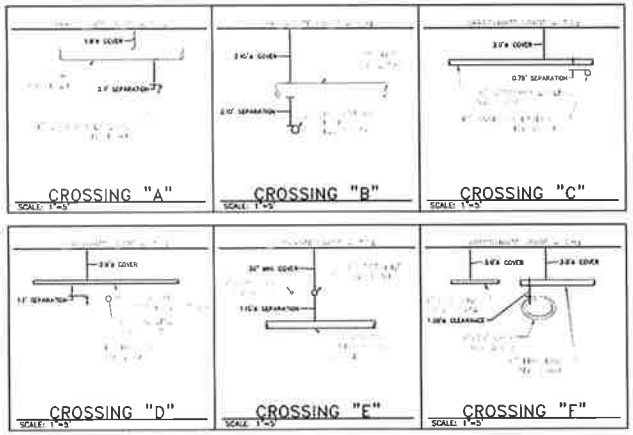

NEEDED FIRE FLOW: PER NFPA 1 AND 101

BUILDING AREA:	108,944 SF
CONSTRUCTION TYPE:	TYPE I-B SPRINKLED
NEEDED FIRE FLOW:	3,500 GPM. USE 1,000 GPM (PER NFPA1 SECTION
FIRE HYDRANTS REQUIRED:	1 HYDRANT
FIRE HYDRANTS PROVIDED:	2 PROPOSED (180' AND 40' FROM BUILDING)

NOTES:

1. SANITARY MANHOLE LIDS SHALL BE US FOUNDRY MODEL USF655 RING AND AC COVER WITH "SANITARY" CENTER LETTERING.
2. WATER AND FIRE LINE PIPES SHALL BE CONSTRUCTED TO PROVIDE A MINIMUM OF 12" OF SEPARATION BETWEEN BOTTOM OF STORM PIPE AND TOP OF WATER AND FIRE LINE PIPES.
3. CONTRACTOR TO CONFIRM PIPE SIZE, MATERIAL, AND INVERT ELEVATION OF PLUMBING PLAN PRIOR TO CONSTRUCTION.
4. CONTRACTOR SHALL CONFIRM DEPTH OF EXISTING FORCEMAIN AND PROVIDE A MINIMUM SEPARATION OF 12" (EITHER BELOW OR ABOVE) BETWEEN THE EXISTING FORCEMAIN AND THE PROPOSED REUSE LINE. REUSE LINE SHALL ALSO HAVE A MINIMUM COVER OF 36".
5. CONTRACTOR SHALL CONFIRM DEPTH OF EXISTING FORCEMAIN AND PROVIDE A MINIMUM SEPARATION OF 12" (EITHER BELOW OR ABOVE) BETWEEN THE EXISTING FORCEMAIN AND THE PROPOSED FORCEMAIN PROPOSED FORCEMAIN SHALL ALSO HAVE A MINIMUM COVER OF 36".

DATE	REVISIONS	BY	CHKD
08/18/2026	REVISED PER PORT AUTHORITY COMMENTS	CPN	GRC
06/12/2026	REVISED PER PORT AUTHORITY COMMENTS	CPN	GRC
01/16/2026	REVISED PER COCOA COMMENTS	NEA	GRC
12/02/2025	REVISED PER CLIENT COMMENTS	JWM	GRC
11/04/2025	REVISED PER COCOA, CAPE CANAVERAL, AND F.E.E.P. COMMENTS	JWM	GRC
09/22/2025	REVISED PER CITY AND F.D.O.T. COMMENTS	JWM	GRC

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SITE UTILITY PLAN (2 OF 2)

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
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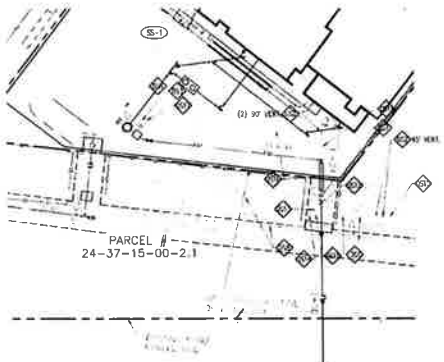
12 27

SITE UTILITY NOTES:

1. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH F.D.O.T. DESIGN STANDARDS, SPECIFICATIONS FOR ROADWAY & BRIDGE CONSTRUCTION AND UTILITY ACCOMMODATION MANUAL, LATEST EDITION
2. F.D.O.T. OFFICE MUST BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO LANE CLOSURES OR ANY WORK WITHIN F.D.O.T. RIGHT-OF-WAY.
3. TEST RESULTS ARE REQUIRED TO BE SUBMITTED TO ENGINEER & F.D.O.T. UPON REQUEST.
4. ENGINEERS CERTIFICATION TOGETHER WITH AS-BUILT PLANS (IF REQUIRED) MUST BE SUBMITTED TO F.D.O.T. WITHIN 30 DAYS OF COMPLETION OF PROJECT.
5. THE SITE CONTRACTOR SHALL PREPARE, SUBMIT AND OBTAIN A MAINTENANCE OF TRAFFIC APPROVAL FROM F.D.O.T. FOR WORKS WITHIN F.D.O.T. RIGHT-OF-WAY PRIOR TO START OF CONSTRUCTION. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED PERSON.
6. ALL UTILITIES TO BE FIELD LOCATED PRIOR TO START OF CONSTRUCTION
7. ALL DISTURBED AREAS TO BE SODDED (MIN%).
8. SIGNING & STRIPING SHALL BE PER F.D.O.T. INDEX 711-001.
9. CONTRACTOR SHALL SUBMIT TO F.D.O.T. A COPY OF THEIR CERTIFICATE OF LIABILITY INSURANCE PRIOR TO START OF CONSTRUCTION IN F.D.O.T R.O.W.
10. FIBERGLASS LINING OR APPROVED COATING IS REQUIRED FOR MANHOLE WITH FORCE MAIN DISCHARGING INTO IT.
11. FOR WORK BEING COMPLETED WITHIN THE FDOT RIGHT-OF-WAY, CONTRACTOR SHALL SEE "FDOT GENERAL NOTES" ON SHEET C-7 FOR ADDITIONAL REQUIREMENTS.

LEGEND:

- EXISTING CONCRETE SIDEWALK
- PROPOSED FORCEMAIN
- PROPOSED UTILITY EASEMENT
- PROPOSED SILT FENCE

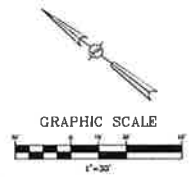


SANITARY SEWER FORCE MAIN NOTES:

1. PRIOR TO START OF CONSTRUCTION, THE CONTRACTOR SHALL FIELD INSPECT THE ALIGNMENT OF THE PROPOSED SANITARY SEWER & IDENTIFY ALL EXISTING OBSTRUCTIONS, ALL EXISTING IMPROVEMENTS SUCH AS SIGNS, MAILBOXES, ETC. WHICH ARE IMPACTED BY THE PROPOSED SANITARY SEWER & WATER MAIN CONSTRUCTION SHALL BE REPLACED & RESTORED TO A CONDITION EQUAL OR BETTER THAN EXISTING. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR THIS WORK.
2. A MINIMUM OF 3' OF COVER SHALL BE PROVIDED OVER PROPOSED SANITARY FORCEMAIN.
3. ALL EXISTING UTILITIES SHOWN HAVE BEEN FIELD LOCATED BY THE SURVEYOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION & FOR NOTIFYING THE VARIOUS UTILITY COMPANIES TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, TEMPORARY DISRUPTION OF SERVICE, OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED.
4. ANY DITCH BANK AFFECTED BY THE CONSTRUCTION OF THE WATER MAINS SHALL BE RESTORED & SODDED. ADEQUATE EROSION CONTROL MEASURES SHALL BE IMPLEMENTED.
5. TRAFFIC CONTROL SHALL BE PROVIDED PER F.D.O.T. INDEX IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES & THE LATEST F.D.O.T. ROADWAY DESIGN STANDARDS.
6. EXISTING STATE ROUTE A1A SHOULDER & DITCH BANK AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITION.
7. ALL EXISTING DRIVEWAYS WHICH ARE DISTURBED BY THE PROPOSED CONSTRUCTION SHALL BE REPLACED WITH DRIVEWAYS OF A CONDITION EQUAL TO OR BETTER THAN EXISTING.
8. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY PERMITTING, IF REQUIRED, FOR DEWATERING ASSOCIATED WITH THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS AND SHALL COMPLY ANY LOCAL, STATE, OR FEDERAL REGULATIONS.

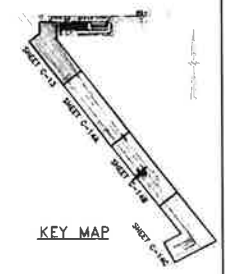
SANITARY FORCE MAIN KEYNOTES

OS1. 8" CERTAINTEED CERTALOK C900 P.V.C. (DR18) FORCEMAIN, GREEN IN COLOR. SEE PLAN FOR LENGTH. FORCEMAIN SHALL HAVE A MINIMUM OF 3' COVER.
OS2. BEND W/RESTRAINED JOINTS, TYPICAL. SEE PLAN FOR ANGLE.
OS3. 4" FORCEMAIN PLUG VALVE.
OS4. PRIVATE LIFT STATION. REFER TO SHEET C-21 FOR LIFT STATION DESIGN DETAILS.
OS5. CORE DRILL EXISTING SANITARY SEWER MANHOLE & CONNECT NEW FORCE MAIN @ INVERT 0.71.
OS6. EXISTING SANITARY MANHOLE SHALL BE LINED WITH FIBERGLASS OR APPROVED COATING.
OS7. SAWCUT, REMOVE AND REPLACE EXISTING SIDEWALK PER F.D.O.T. REQUIREMENTS TO ALLOW FOR INSTALLATION OF PROPOSED FORCEMAIN.
OS8. 15' WIDE UTILITY EASEMENT.
OS9. F.D.O.T. TYPE "B" SILT FENCE SYSTEM PER STATE OF FLORIDA EROSION & SEDIMENT CONTROL DESIGNER & REVIEW MANUAL, TYPICAL.
OS10. 8" GATE VALVE.
OS11. 16 L.F. OF 16" STEEL CASING PIPE UNDER WALL.
OS12. 4" FULL PORT PLUG VALVE.
OS13. 4"X8" REDUCER
OS14. 8" FULL PORT PLUG VALVE W/8" D.I. CAP.
OS15. 8"x8" TEE.
OS16. 4" CERTAINTEED CERTALOK C900 P.V.C. (DR18) FORCEMAIN, GREEN IN COLOR. SEE PLAN FOR LENGTH. FORCEMAIN SHALL HAVE A MINIMUM OF 3' COVER.
OS17. AIR RELEASE VALVE. (PER BREVARD COUNTY DETAIL SHOWN ON SHEET C-17).



GRAPHIC SCALE

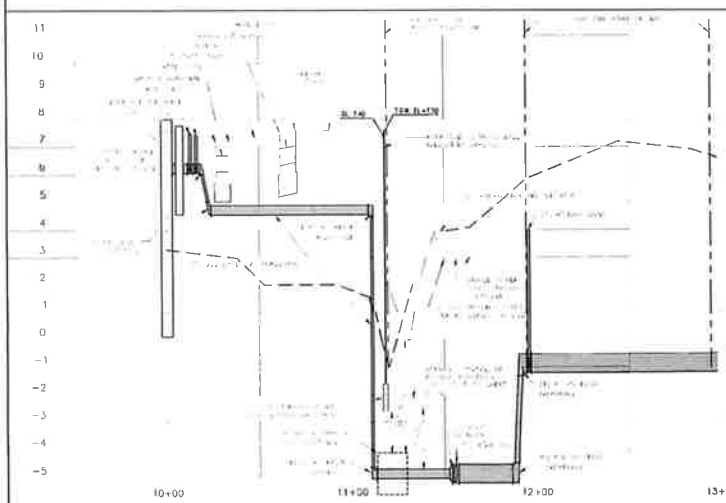
1"=30'



KEY MAP

SCALE
HORIZONTAL 1" = 30'
VERTICAL 1" = 2'

MATCH LINE (SEE SHEET C-14A F.M. STA. 17+00)



MATCH LINE (SEE SEE SHEET C-14A / F.M. STA. 18+25)

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08/18/2026	REVISED PER PORT AUTHORITY COMMENTS	CPN	GRC
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12/02/2025	REVISED PER CLIENT COMMENTS	JWM	GRC
11/04/2025	REVISED PER COCOA, CAPE CANAVERAL, AND F.D.E.P. COMMENTS	JWM	GRC
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FORCEMAIN PLAN & PROFILE (1 OF 4)

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GRC	JWM	GRC	GRC

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C-13
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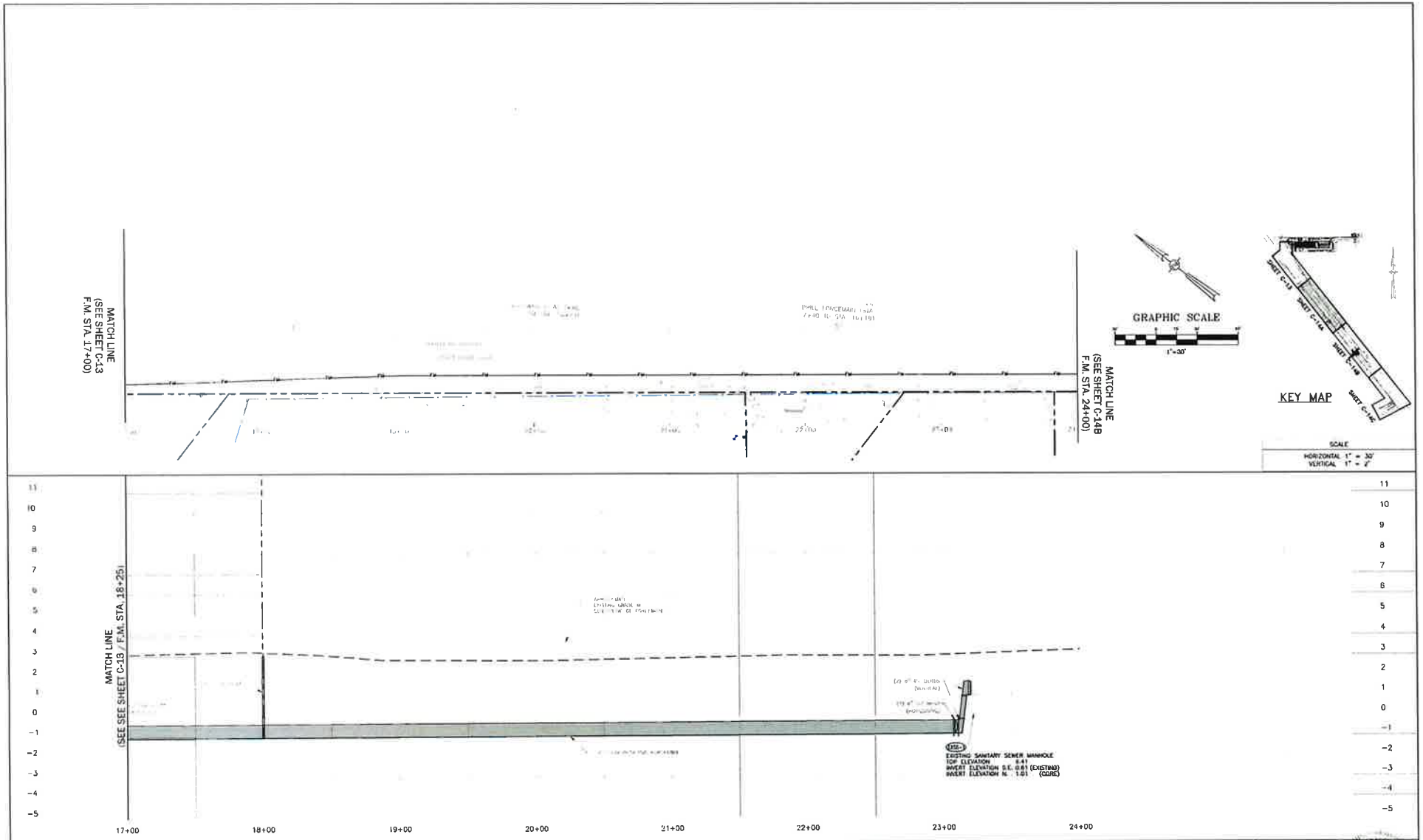

DATE	REVISIONS	BY	CHKD
08/18/2025	REVISED PER PORT AUTHORITY COMMENTS	EPM	GRC
06/13/2026	REVISED PER PORT AUTHORITY COMMENTS	EPM	GRC
01/16/2026	REVISED PER COCOA COMMENTS	WEK	GRC
12/02/2025	REVISED PER CLIENT COMMENTS	JWM	GRC
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FORCEMAIN PLAN & PROFILE (2 OF 4)

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GRC	JWM	GRC	GRC

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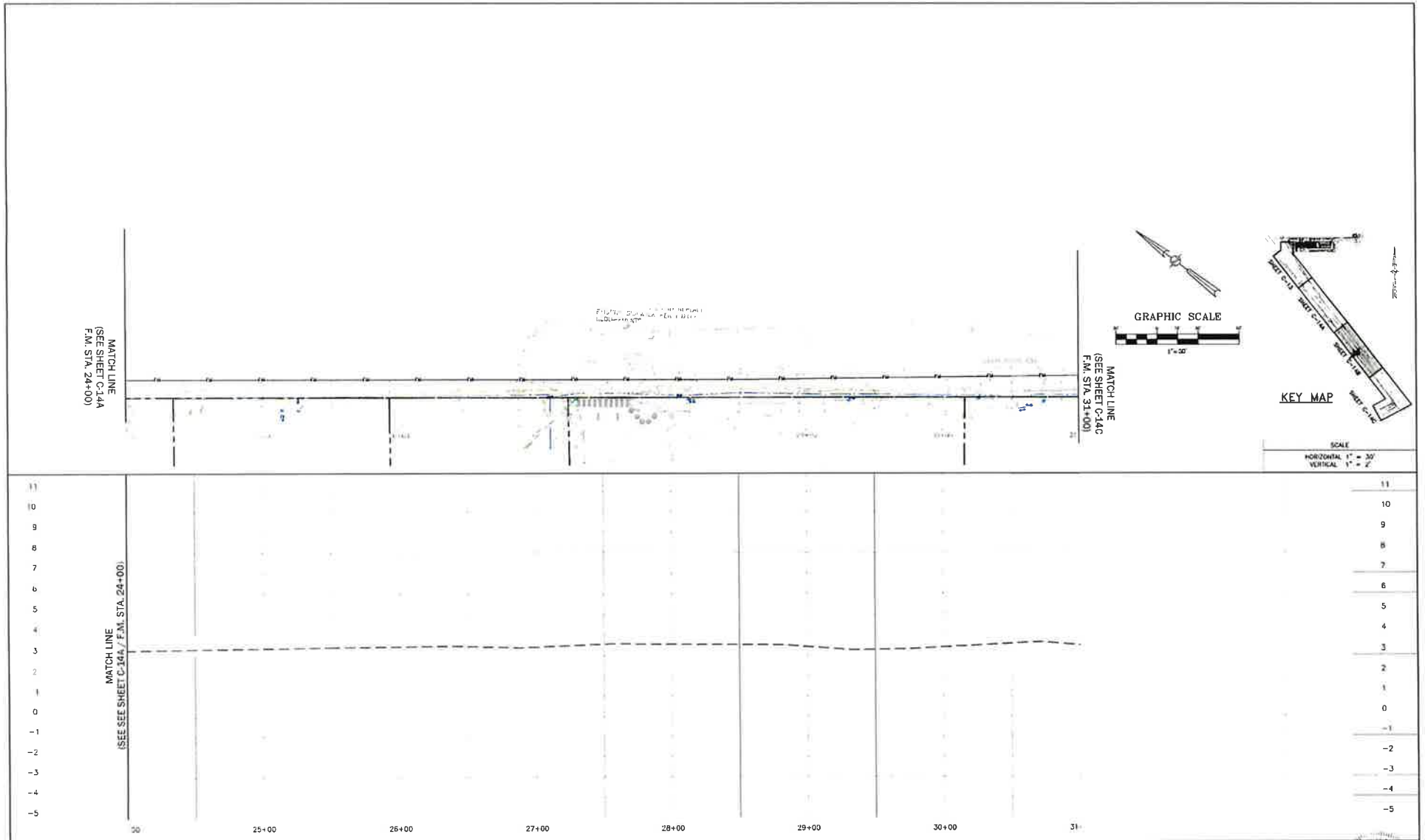
SEPTEMBER 2024
C-14A
14 OF 27



DATE	REVISIONS	BY	CHKD
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06/10/2026	REVISED PER PORT AUTHORITY COMMENTS	CPN	GRC
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FORCEMAIN PLAN & PROFILE (3 OF 4)

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GRC	JWM	GRC	GRC

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No 51365
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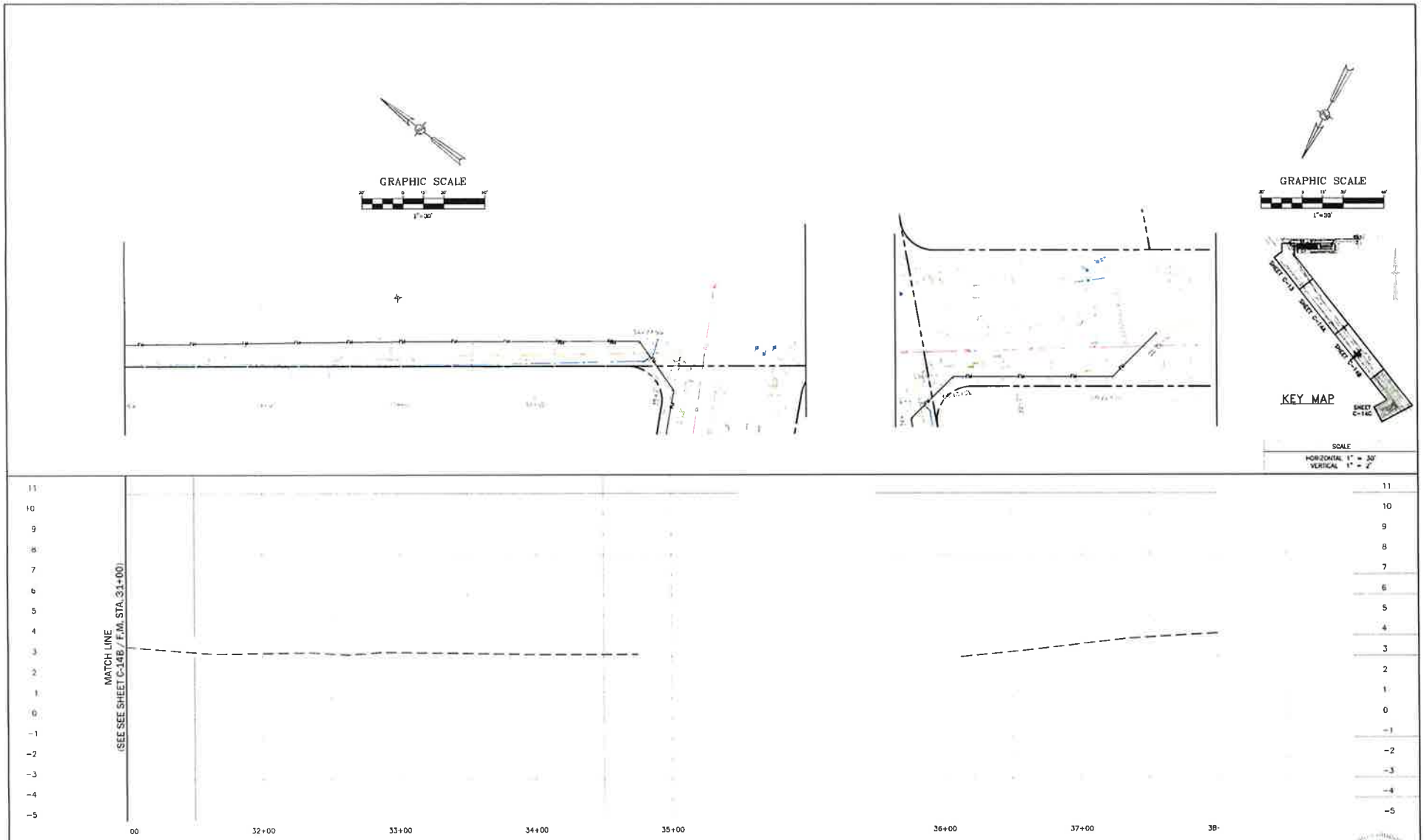

DATE	REVISIONS	BY	CKD
08/18/2026	REVISED PER PORT AUTHORITY COMMENTS	EPN	GRC
05/12/2026	REVISED PER PORT AUTHORITY COMMENTS	EPN	GRC
01/16/2026	REVISED PER COCOA COMMENTS	MEA	GRC
12/02/2025	REVISED PER CLIENT COMMENTS	JWM	GRC
11/08/2025	REVISED PER COCOA, CAPE CANAVERAL, AND F.D.E.P. COMMENTS	JWM	GRC
09/23/2025	REVISED PER CITY AND F.D.O.T. COMMENTS	JWM	GRC

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FORCEMAIN PLAN & PROFILE (4 OF 4)

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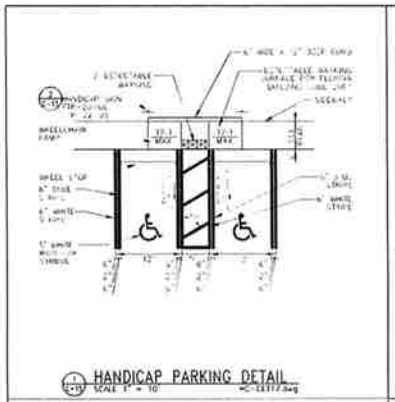
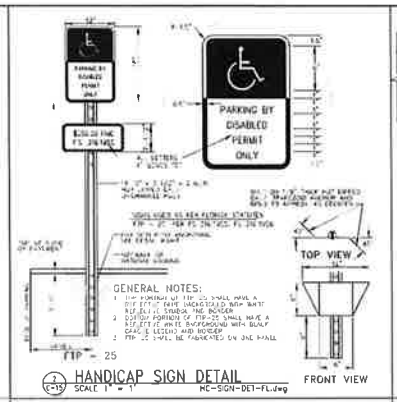


HANDICAP PARKING DETAIL
SCALE 1" = 10'



HANDICAP SIGN DETAIL
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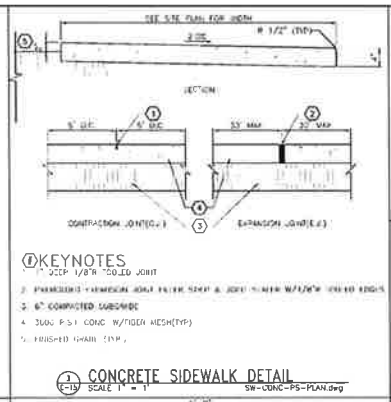

CONCRETE SIDEWALK DETAIL
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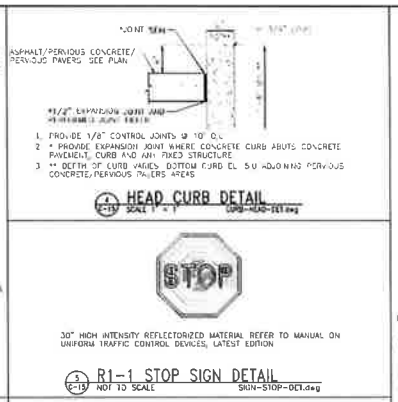
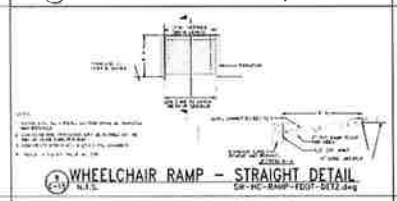


HEAD CURB DETAIL
SCALE 1" = 1'

30" HIGH INTENSITY REFLECTORIZED MATERIAL REFER TO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION

R1-1 STOP SIGN DETAIL
NOT TO SCALE
SIGN-STOP-DET.dwg

RIBBON CURB DETAIL
NOT TO SCALE



WHEELCHAIR RAMP - STRAIGHT DETAIL
N.T.S.
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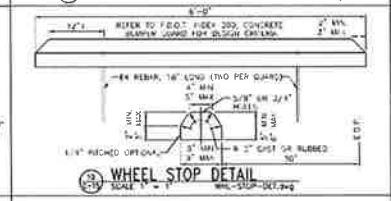

WHEEL STOP DETAIL
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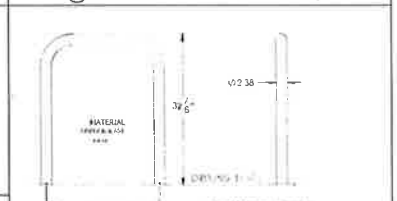
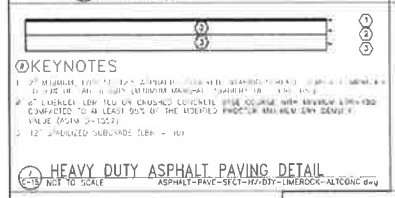


BIKE RACK DETAIL
SCALE 1" = 5'



HEAVY DUTY ASPHALT PAVING DETAIL
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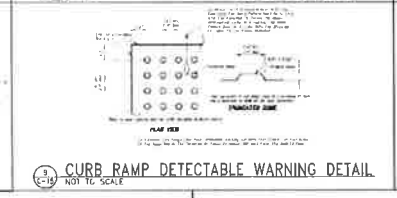
ASPHALT-PAVE-SECT-HVDTY-LIMEROCK-ALTCONC.dwg



CURB RAMP DETECTABLE WARNING DETAIL
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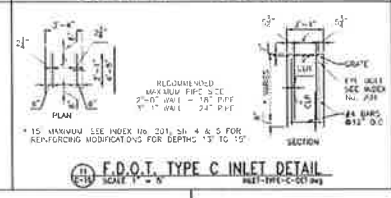

F.D.O.T. TYPE C INLET DETAIL
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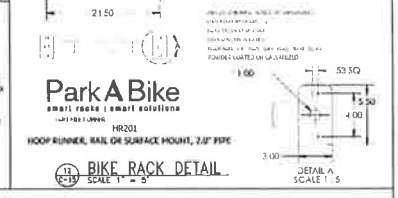
INLET-TYPE-C-DET.dwg



PERVIOUS CONCRETE CONSTRUCTION REQUIREMENTS:

THE FOLLOWING CONSTRUCTION PROCEDURES ARE REQUIRED TO ASSURE THAT THE PERVIOUS PAVEMENT IS PROPERLY PREPARED AND INSTALLED SUCH THAT THE DESIRED INFILTRATION RATE IS OBTAINED.

A. THE LOCATIONS AND DIMENSIONS OF THE PERVIOUS PAVEMENT SHALL BE VERIFIED ON SITE PRIOR TO ITS CONSTRUCTION. ALL DESIGN REQUIREMENTS INCLUDING PERVIOUS PAVEMENT DIMENSIONS AND DISTANCES TO SURROUNDING SEPTIC SYSTEMS, AND BUILDINGS MUST BE MEASURED.

B. THE LOCATION OF PERVIOUS PAVEMENT AREAS SHALL BE CLEARLY MARKED AT THE SITE TO PREVENT UNNECESSARY VEHICULAR TRAFFIC ACROSS THE AREA CAUSING SOIL COMPACTION.

C. EXCAVATION SHALL BE DONE BY LIGHT WEIGHT EQUIPMENT TO MINIMIZE SOIL COMPACTION. TRACKED CLEARED EQUIPMENT DOES LESS SOIL COMPACTION THAN EQUIPMENT WITH TIRES.

D. ONCE THE SUBGRADE ELEVATION HAS BEEN REACHED, THE AREA SHALL BE INSPECTED FOR MATERIALS THAT COULD PUNCTURE OR TEAR THE FILTER FABRIC, SUCH AS TREE ROOTS, AND ASSURE THEY ARE NOT PRESENT.

E. THE IN SITU (OR IMPORTED) SUBGRADE SOIL BELOW THE PERVIOUS PAVEMENT SYSTEM, SHALL BE COMPACTED TO A MAXIMUM OF 90+/- 95% MODIFIED PROCTOR DENSITY (ASTM D-1557) TO A MINIMUM DEPTH OF 24 INCHES.

F. THE SELECTED FILTER FABRIC SHALL BE INSTALLED IN ACCORDANCE WITH THE DESIGN SPECIFICATIONS.

G. THE AGGREGATE MATERIAL SHALL BE INSPECTED PRIOR TO PLACEMENT TO ENSURE IT MEETS SIZE SPECIFICATIONS AND IS WASHED TO MINIMIZE FINES AND SHOULD BE SPREAD EVENLY AND TO THE APPROPRIATE THICKNESS.

H. THE PERVIOUS PAVEMENT MATERIAL SHALL BE INSTALLED BY CONTRACTOR TRAINED AND CERTIFIED BY THE PRODUCT MANUFACTURER TO INSTALL THE PROPOSED PERVIOUS PAVEMENT SYSTEM ACCORDING TO APPROVED DESIGN UNDER CURING. WHEN PERVIOUS PAVEMENTS ARE BEING USED, THE RFP SHALL BE TESTED TO ASSURE IT MEETS SPECIFICATIONS BEFORE IT IS INSPECTED AND PAVED.

I. STORMWATER SHALL NOT BE DIRECTED ONTO THE PERVIOUS PAVEMENT FROM ADJACENT CONTRIBUTING AREAS UNTIL AFTER THEY ARE STABILIZED TO PREVENT SEDIMENT FROM ENTERING AND CLOGGING THE PERVIOUS PAVEMENT.

J. BEFORE THE PERVIOUS PAVEMENT IS PLACED INTO OPERATION, SIGNS SHALL BE INSTALLED AT ALL ENTRANCES ADVISING USERS THAT THEY ARE ENTERING A PERVIOUS PAVEMENT PARKING LOT AND THAT VEHICLES WITH HEAVY LOADS, LONGER OR WIDER TIRES SHOULD NOT DRIVE.

K. AN APPLICANT MAY PROPOSE ALTERNATIVE CONSTRUCTION PROCEDURES TO ASSURE THAT THE DESIGN INFILTRATION RATE OF THE PERVIOUS PAVEMENTS ARE MET.

INSPECTION, OPERATION AND MAINTENANCE:

MAINTENANCE ISSUES ASSOCIATED WITH PERVIOUS PAVEMENTS ARE RELATED TO EXPOSURE OF THE POROUS SURFACES WHICH REDUCES OR PREVENTS INFILTRATION THEREBY LEADING RECURRENT ON THE STORM AFTER TREATMENT VOLUME AND OFTEN RESULTING IN STANDING WATER AND THE DESIRED INFILTRATION BLOCKING.

TO DETERMINE IF THE PERVIOUS PAVEMENT IS PROPERLY FUNCTIONING OR WHETHER IT NEEDS MAINTENANCE REQUIRES THAT OTHER ALL IMPACTED BE WITHIN 72 HOURS OF A STORM AND THAT THE ERA DEVICES BE USED TO TEST THE INFILTRATION RATE AS SPECIFIED BELOW.

A. INSPECTION ITEMS:

1. INSPECT PERVIOUS PAVEMENT FOR STORAGE VOLUME RECOVERY WITHIN THE PERMITTED TIME, GENERALLY LESS THAN 72 HOURS. DETERMINE IF NUISANCE FLOODING IS OCCURRING IN THOSE AREAS OF THE PARKING LOT THAT WERE DESIGNED TO FLOOD. IF THE PERVIOUS PAVEMENT WAS HAVING NUISANCE FLOODING INDICATES THAT THE REQUIRED TREATMENT VOLUME IS NOT INFILTRATING BECAUSE OF A REDUCTION OF THE INFILTRATION RATE AND A NEED TO RESTORE THE INFILTRATION RATE.

2. USE THE ERA INFILTROMETERS AT LEAST ONCE EVERY TWO (2) YEARS TO TEST IF THE VERTICAL HYDRAULIC CONDUCTIVITY IS LESS THAN 2.0 INCHES PER HOUR OR IS LESS THAN THE PERMITTED DESIGN PERCOLATION RATE IN LIEU OF THE REQUIRED ERA INFILTROMETERS. IF ANY OF THE ERA INFILTROMETERS HAVE RATES LESS THAN THE PERMITTED RATE, MAINTENANCE ACTIVITIES SHALL BE UNDERTAKEN TO RESTORE THE PERMEABILITY OF THE PERVIOUS PAVEMENT. THE RESULTS OF THE ERA INFILTROMETER TESTING SHALL BE SUBMITTED TO THE AGENCY.

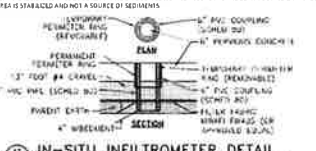
3. INSPECT ALL DRAINAGE CONVEYANCE AND OVERFLOW AREAS TO DETERMINE IF ANY EROSION IS OCCURRING, REPAIR AS NEEDED.

B. MAINTENANCE ACTIVITIES AS NEEDED TO PROLONG SERVICE

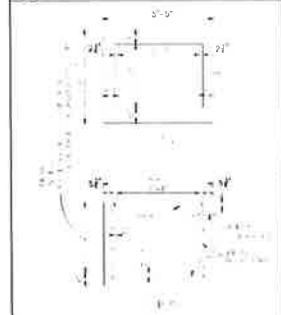
1. VACUUM SWEEPING WILL BE CONDUCTED ANNUALLY AND WHENEVER THE VERTICAL HYDRAULIC CONDUCTIVITY IS LESS THAN 2.0 INCHES PER HOUR OR IS LESS THAN THE PERMITTED DESIGN PERCOLATION RATE IN LIEU OF THE REQUIRED ERA INFILTROMETERS. VACUUM SWEEPING WILL BE DONE ON AN AS NEEDED BASIS ON PERVIOUS PAVEMENTS LOCATED IN AREAS THAT ARE SUBJECT TO WIND TRANSPORTED SOIL, LINEAR SAND DUNES OR OTHER COASTAL AREAS, OR OTHER CONDITIONS WHERE EXCESSIVE SOIL OR OTHER DEBRIS DEPOSITION IS EXPECTED TO OCCUR FROM ADJACENT LANDSCAPING MULCH AND LEAF LITTER, FROM AREAS WITH HIGH LEAF FALL, FUGITIVE SANDS AND LANDSCAPE TRIMS FROM ADJACENT CONSTRUCTION SITES, ETC.

2. A REMEDIATION PLAN SHALL BE SUBMITTED TO THE AGENCY SHOULD VACUUM SWEEPING FAIL TO IMPROVE THE VERTICAL HYDRAULIC CONDUCTIVITY TO A RATE GREATER THAN 2.0 INCHES PER HOUR OR EQUAL TO OR GREATER THAN THE PERMITTED DESIGN PERCOLATION RATE. OR RESOLVE THE NUISANCE FLOODING. THE REMEDIATION PLAN SHALL BE PREPARED AND SUBMITTED TO THE AGENCY'S COMPLIANCE STAFF FOR REVIEW AND APPROVAL.

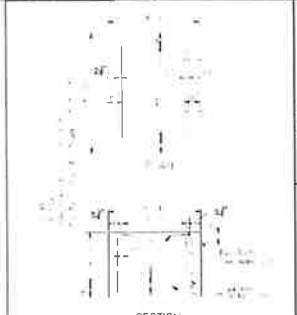
3. REPAIR SEDIMENTATION EDGE COLLAPSE AND OVERLOADING ASSUME THE THE CONTRIBUTING DRAINAGE AREA IS STABILIZED AND NOT A SOURCE OF SEDIMENTS.



IN-SITU INFILTROMETER DETAIL
NOT TO SCALE



F.D.O.T. TYPE D INLET DETAIL
SCALE 1" = 5'
INLET-TYPE-D-DET.dwg



F.D.O.T. TYPE E INLET DETAIL
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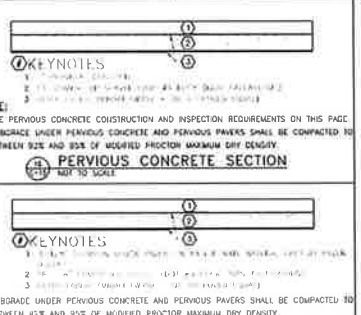
INLET-TYPE-E-DET.dwg



PERVIOUS CONCRETE SECTION
NOT TO SCALE

PERMEABLE PAVER BLOCK SECTION
NOT TO SCALE

DATE	REVISIONS	BY	DESIGN
08/28/2024	REVISED PER PORT AUTHORITY COMMENTS	CFH	GRC
09/10/2024	REVISED PER PORT AUTHORITY COMMENTS	CFH	GRC
01/16/2025	REVISED PER COCOA COMMENTS	RLA	GRC
12/31/2025	REVISED PER CLIENT COMMENTS	JWM	GRC
11/24/2025	REVISED PER COCOA, CAPE CANAVERAL, AND F.D.O.T. COMMENTS	JWM	GRC
09/30/2026	REVISED PER CITY AND F.D.O.T. COMMENTS	JWM	GRC

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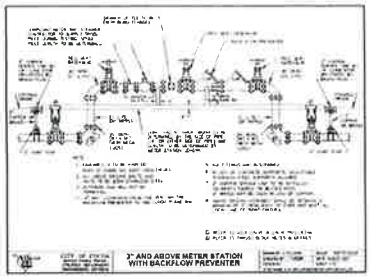
SITE CONSTRUCTION DETAILS

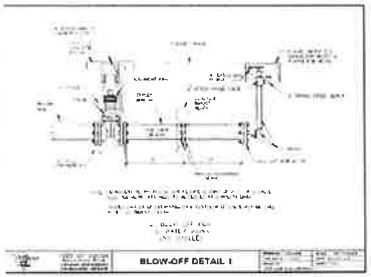
DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	JWM	GRC	GRC

20-034
N.T.S.
SEPTEMBER 2024
C-15
17 OF 27

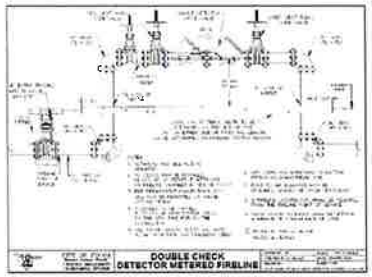
20-034 Construction Details.dwg



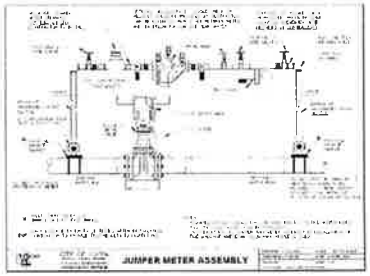
1" AND ABOVE METER STATION WITH BACKFLOW PREVENTER



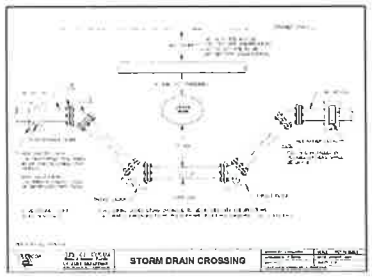
BLOW-OFF DETAIL I



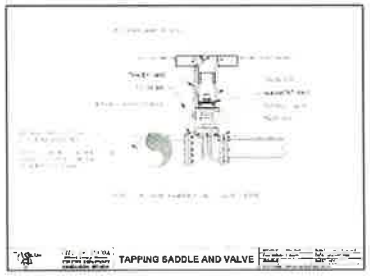
DOUBLE CHECK DETECTOR METERED FIRELINE



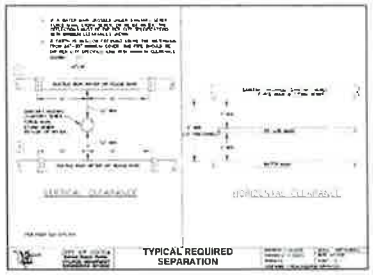
JUMPER METER ASSEMBLY



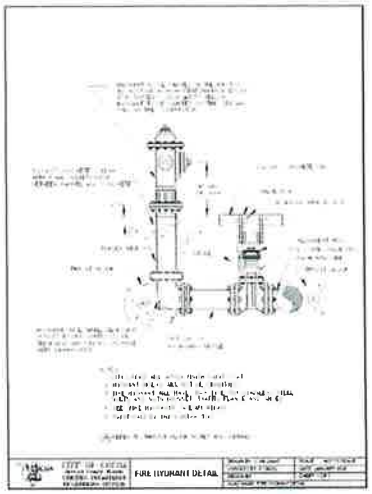
STORM DRAIN CROSSING



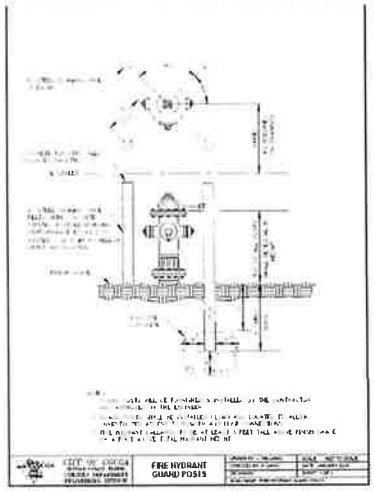
TAPPING SADDLE AND VALVE



TYPICAL REQUIRED SEPARATION



FIRE HYDRANT DETAIL



FIRE HYDRANT GUARD POSTS

RESTRAINED PIPE TABLE
WATER AND RECLAIMED WATER MAINS

MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)								
TYPE	PIPE SIZE							
	4"	6"	8"	10"	12"	16"	20"	24"
90° BEND	41	29	18	43	51	66	79	91
45° BEND	9	12	14	19	22	45	23	26
22-1/2° BEND	5	6	8	9	11	14	16	18
11-1/4° BEND	3	3	4	5	6	7	8	9
PLUG, BRANCH OR TEE, CAPS	58	82	107	129	151	203	234	273

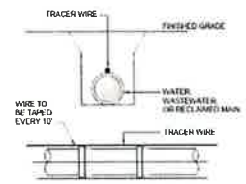
NOTES:

1. FITTINGS SHALL BE RESTRAINED JOINTS.
2. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN SHOWN IN THE TABLE.
3. WHERE TWO OR MORE FITTINGS ARE TOGETHER, USE FITTING WHICH YIELDS GREATEST LENGTH OF RESTRAINED PIPE.
4. ALL LINE CAPS AND THROUGH RUN OF TEES SHALL BE RESTRAINED.
5. LENGTHS SHOWN IN THE TABLE HAVE BEEN CALCULATED IN ACCORDANCE WITH THE PROCEDURE OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" AS PUBLISHED BY DIPRA, WITH THE FOLLOWING ASSUMPTIONS:

   WORKING PRESSURE: 150 PSI
   SOIL DESIGNATION: SM (SAND SILT)
   LAYING CONDITIONS: 3

6. TABLE IS FOR PVC AND WRAPPED DUCTILE IRON.

RESTRAINED PIPE TABLE WATER & RECLAIMED WATER MAINS



NOTES

1. ALL PIPE SHALL REQUIRE INSULATED TRACER WIRE CAPABLE OF DETECTION AND SHALL BE TAPED EVERY 10' TO TOP CENTERLINE OF THE PIPE
2. WIRE IS TO BE CONNECTED TOGETHER USING AN UNDERGROUND WIRE NUT WITH A SILICON BASED SEALANT
3. SEE "TRACER WIRE" SPECIFICATIONS

TRACER WIRE DETAIL

DATE	REVISIONS	BY	CHKD
09/18/2024	REVISED PER PORT AUTHORITY COMMENTS	CFH	GRC
04/10/2024	REVISED PER PORT AUTHORITY COMMENTS	CFH	GRC
01/16/2024	REVISED PER COCOA COMMENTS	NEA	GRC
12/20/2023	REVISED PER CLIENT COMMENTS	JWM	GRC
11/24/2023	REVISED PER COCOA, CAPE CANAVERAL, AND F.G.E.P. COMMENTS	JWM	GRC
09/30/2023	REVISED PER CITY AND F.G.U.T. COMMENTS	JWM	GRC

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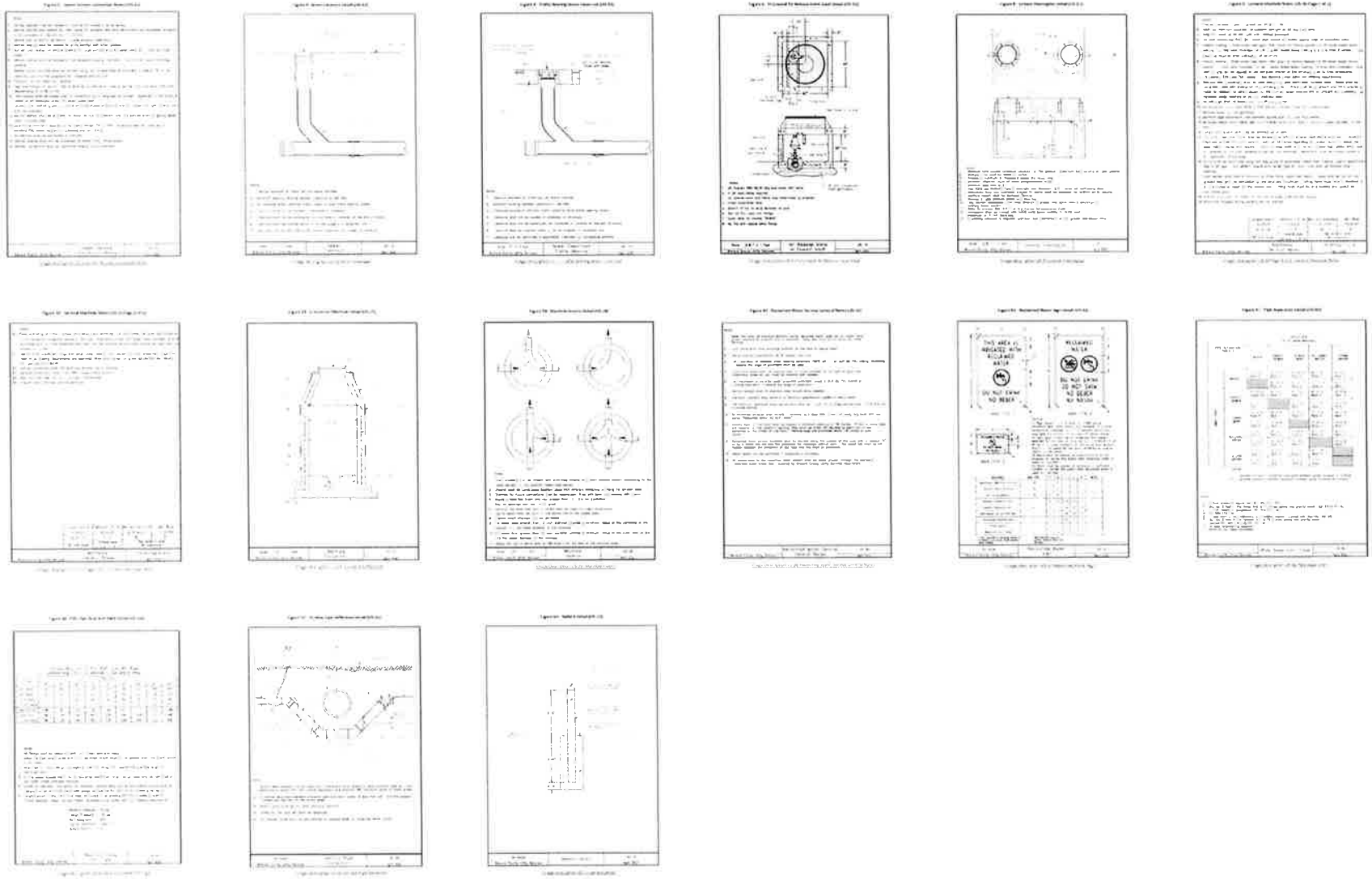
CITY OF COCOA UTILITY DETAILS

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	JWM	GRC	GRC

20-034
NOTED
SEPTEMBER 2024
C-16
18 OF 27



DATE	REVISIONS	BY	DESIGN
08/18/2025	REVISED PER PORT AUTHORITY COMMENTS	CPM	GRC
06/10/2024	REVISED PER PORT AUTHORITY COMMENTS	CPM	GRC
01/08/2024	REVISED PER EOCON COMMENTS	AEA	GRC
12/22/2023	REVISED PER CLIENT COMMENTS	JMM	GRC
11/29/2023	REVISED PER EOCON, CAPE CANAVERAL, AND F.D.E.P. COMMENTS	JMM	GRC
09/20/2023	REVISED PER CITY AND F.D.O.T. COMMENTS	JMM	GRC

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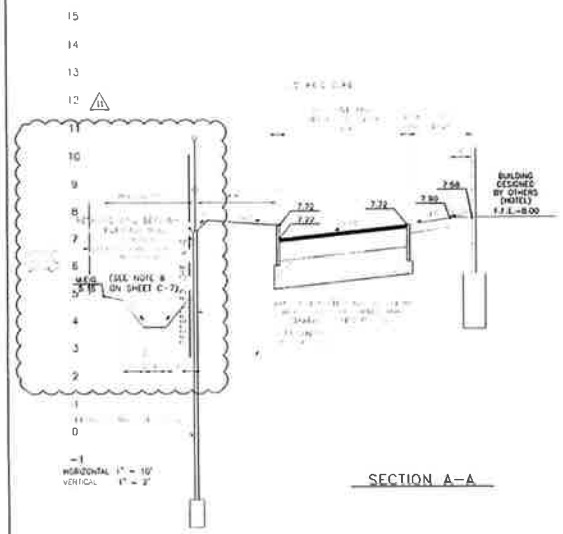
BREVARD COUNTY UTILITY DETAILS

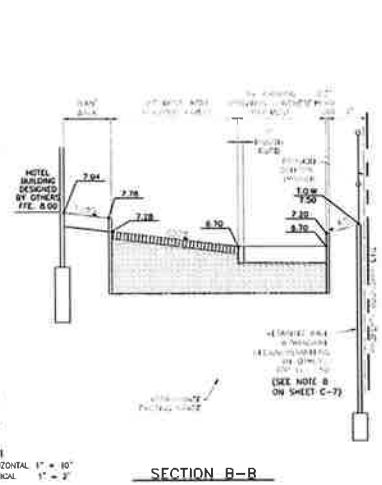
DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	JWM	GRC	GRC

20-034
NOTED
SEPTEMBER 2024
C-17
10 OF 27

20-034Details.dwg



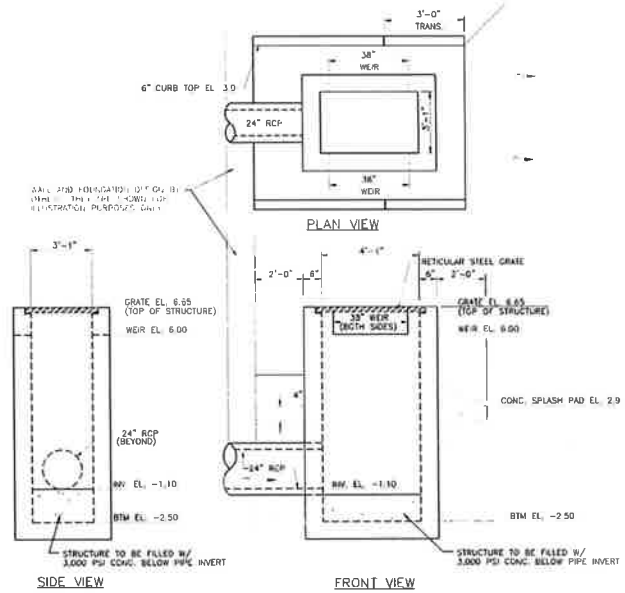
SECTION A–A



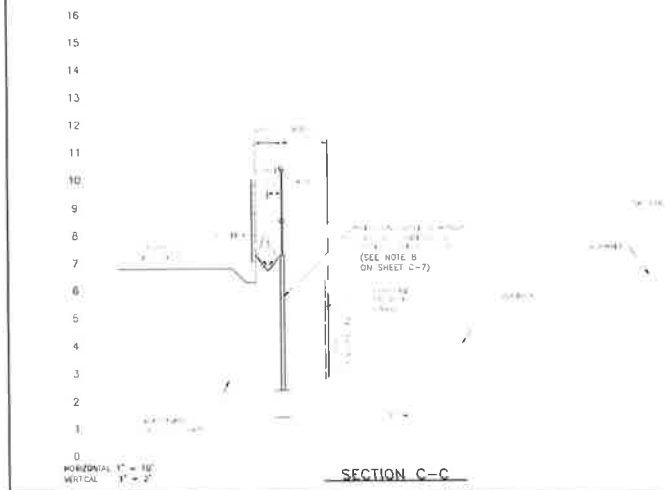
SECTION B–B

NOTE:

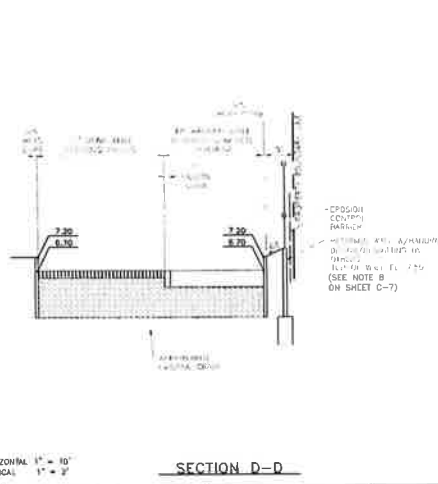
1. GRAVEL AND STONE SHALL BE COMPACTED TO A FIRM/UNYIELDING CONDITION.



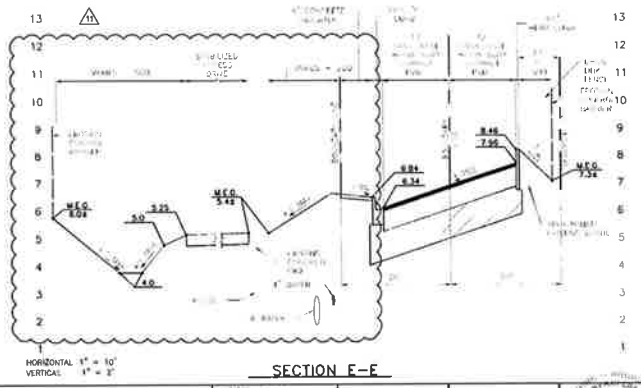
TYPE D OUTFALL STRUCTURE DETAIL (SD-9)
NTS



SECTION C–C



SECTION D–D



SECTION E–E

DATE	REVISIONS	BY	DD
08/18/2026	REVISED PER PORT AUTHORITY COMMENTS	CRM	GRC
04/10/2026	REVISED PER PORT AUTHORITY COMMENTS	CRM	GRC
01/16/2026	REVISED PER ECCOA COMMENTS	NLA	GRC
12/22/2025	REVISED PER CLIENT COMMENTS	JMM	GRC
11/24/2025	REVISED PER ECCOA, CAPE CANAVERAL, AND F.D.E.P. COMMENTS	JMM	GRC
09/30/2025	REVISED PER CITY AND F.D.O.T. COMMENTS	JMM	GRC

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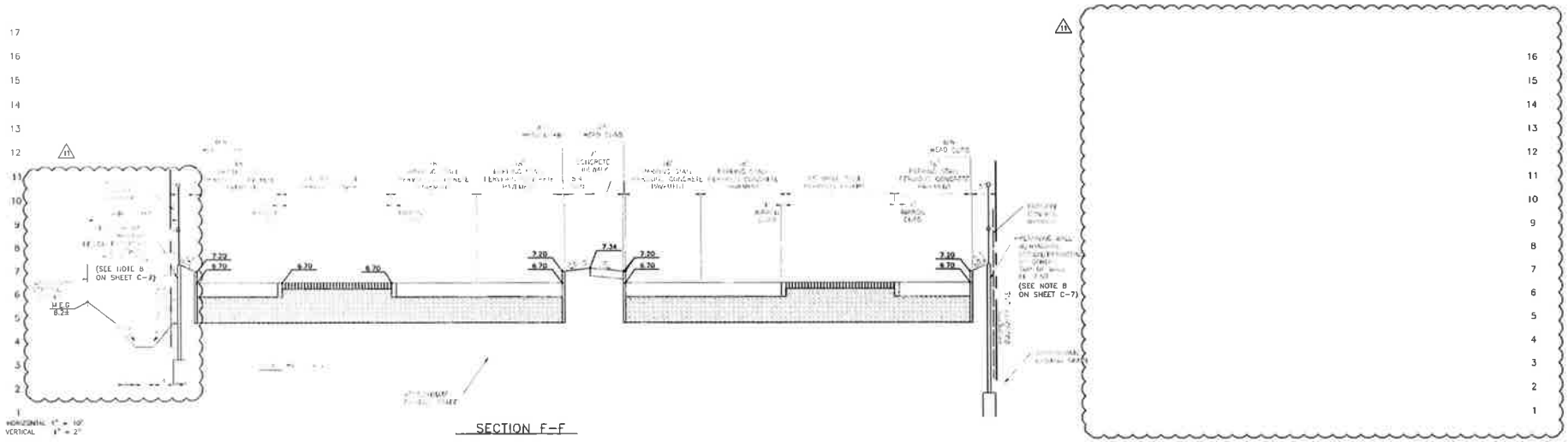
SITE CROSS SECTIONS (1 OF 2)

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	JWM	GRC	GRC

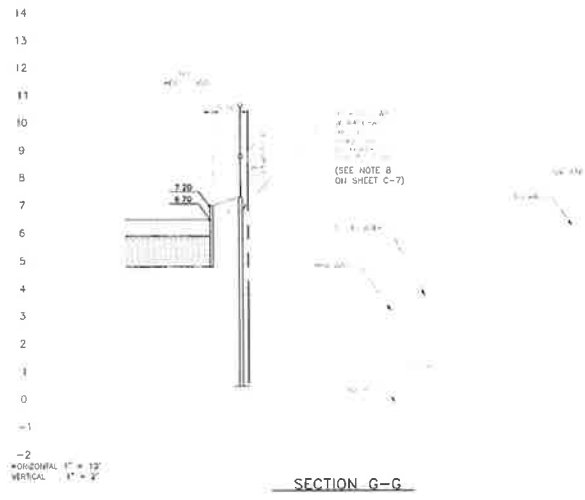
20-034
NOTED
SEPTEMBER 2024
C-18
20 27



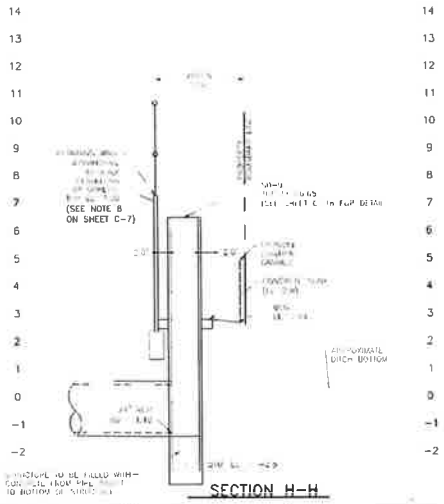
SECTION F-F

NOTE:

1. GRAVEL AND STONE SHALL BE COMPACTED TO A FIRM/UNYIELDING CONDITION.



SECTION G-G



SECTION H-H

DATE	REVISIONS	BY	DES
08/18/2025	REVISED PER PORT AUTHORITY COMMENTS	CPM	GRC
06/10/2025	REVISED PER PORT AUTHORITY COMMENTS	CPM	GRC
01/16/2025	REVISED PER CCCDA COMMENTS	REA	GRC
12/20/2023	REVISED PER CLIENT COMMENTS	AMM	GRC
11/24/2023	REVISED PER CCCDA, CAPE CANAVERAL, AND F.D.E.P. COMMENTS	AMM	GRC
08/30/2023	REVISED PER CITY AND F.D.O.T. COMMENTS	AMM	GRC

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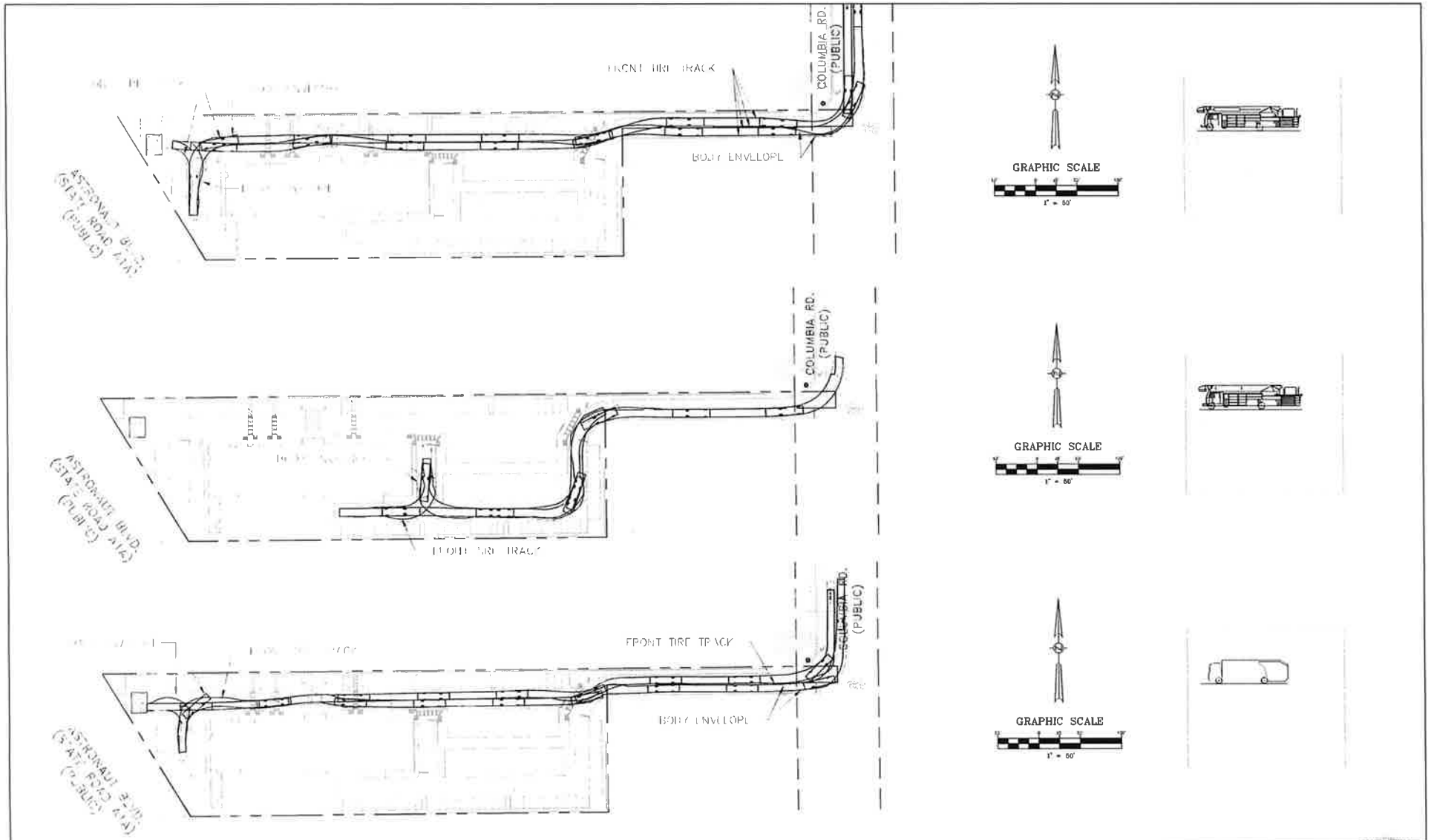
SITE CROSS SECTIONS (2 OF 2)

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	JWM	GRC	GRC

20-034
NOTED
SEPTEMBER 2024
C-19
SHEET 21 OF 27

No 51340
STATE OF



DATE	REVISIONS	BY	REVISED
08/18/2025	REVISED PER PORT AUTHORITY COMMENTS	CFN	GRC
06/10/2025	REVISED PER PORT AUTHORITY COMMENTS	CFN	GRC
01/16/2025	REVISED PER COCOA COMMENTS	REA	GRC
12/02/2025	REVISED PER CLIENT COMMENTS	JWM	GRC
11/04/2025	REVISED PER COCOA, CAPE CANAVERAL, AND F.D.E.P. COMMENTS	JWM	GRC
09/30/2025	REVISED PER CITY AND F.D.O.T. COMMENTS	JWM	GRC

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FIRE TRUCK PATH PLAN

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	JWM	GRC	GRC

JOB NO.	20-034
SCALE	1" = 30'
DATE	SEPTEMBER 2024
SHEET NO.	C-20
OF	27

No. 61330
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

20-034 AutoTurn Plan.dwg

RILEY & Company, Inc. (Duplex LS)©

w/ BATTERY BACK-UP FOR AUDIO AND VISUAL ALARMS & GUARD PRO IV MONITORING SYSTEM

(No Substitutions - No Alternates)

RILEY & COMPANY, INC. / GUARD PRO IV MONITORING SYSTEM:
GUARD PRO IV offers a remote control and maintenance solution which allows you to create a decentralized system to monitor and control devices. Up to eight (8) different lift station inputs can be monitored and up to eight (8) outputs can be controlled remotely. The GUARD PRO IV can also notify up to eight (8) different recipients via sms text and/or email.

PUMPS: SPECIFICATION

Submersible grinder pumps shall be installed in the H-30 FRP wet well utilizing a dual slide rail system.

The pumps shall be capable of pumping materials normally found in domestic and commercial wastewater.

Stator winding shall be open type with Class H insulation and shall be heat -shrink fitted into the stator housing. The use of pins, bolts and other fastening devices is not acceptable.

A heat sensor thermostat shall be attached to the top end of the motor winding and shall be connected in series with a magnetic contactor coil in the control panel. If the winding temperature exceeds 140° C, the motor shall shut off but shall automatically reset when the temperature drops below the threshhold. Two heat sensors shall be used on 3 phase motors. Upper & lower mechanical seals shall have Silicon Carbide vs Silicon Carbide.

CONTROL PANEL: SPECIFICATION

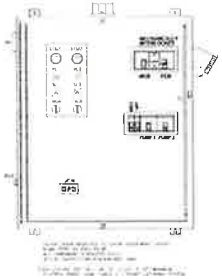
The Enclosure shall be NEMA 4X, minimum 30" high x 20" wide x 10" deep with a 3 point latching system.

The enclosure shall have external mounting feet to allow for wall mounting.
The following components shall be mounted through the enclosure:
1- ea. Red Alarm Beacon (Light) LED 360 Degree viewable range, NEMA 4X
1- ea. Alarm Horn (minimum 95 DCB). ROHS 3 Compliant, NEMA 4X
1- ea. Generator Receptacle w/ weatherproof cover 60A Minimum. Shall meet UL 1682, UL 1686 and UL486E Compliance

The back panel shall be fabricated from .125, 6052 H32 marine alloy aluminum. All components shall be mounted by machined stainless steel screws.
The following components shall be mounted to back panel:
1- ea. Riley & Co. Guard Pro IV Monitoring Unit
2- ea. IEC Style Motor Contactors
1- ea. Volt Monitor (1 Ph) Phase Monitor (3 Ph) w/ 2 N/O & 1 N/C Contacts
1- ea. Alternator w/ Pump Lead Switch
1- ea. Control Transformer (480 Volt Only) (Min. 500VA)
1- ea. Model RCB45AH Battery Back-Up w/ Smart Charger (UPS) - 24 Hr Min
30- ea. Terminals For Field Connections
6- ea. Terminals For Motor Connections (Single Phase Only)
7- ea. Grounding Lugs
1 ea. Lightning and Surge Protection shall meet the UL 1449 2nd Edition

The inner door shall have a continuous aluminum piano hinge.
The following components shall be mounted through the inner door:
1- ea. Main Circuit Breaker - UL489
1- ea. Emergency Circuit Breaker - UL 489
1- ea. Mechanical Interlock For Emergency And Main Breakers (UL Listed)
2- ea. Short Circuit Protectors w/ Auxiliary Contacts
1- ea. Control Circuit Breaker & GFCI Circuit Breaker - UL 489
1- ea. GFI Duplex Convenience Outlet - NEMA 5-15R
2 - ea. Elapsed Time Meter, Non Resettable

MISCELLANEOUS: All wiring on the back panel shall be contained within the wiring duct. All wiring between the inner door and the back panel shall be contained with in a plastic spiral wrap. Each wire shall have a wire number at each end to correspond to the as built drawing for field troubleshooting. The control panel must be manufactured in house by the lift station supplier and be a TUV (UL508A Certified) facility.



WET WELL SPECIFICATION

Wet Well FRP Well Laminate must be designed to withstand wall collapse or Buckling based on third party specifications and the assumptions below.

*Hydrostatic Pressure: 62.4 lbs. Per SQ Ft
*Saturated Soil Weight: 120 lbs. Per Cubic Ft.
*Soil Modulus: 700 lbs Per SQ Ft.
*Pipe Stiffness as Specified in ASTM D 2563

The wet well FRP laminate must be constructed to withstand or exceed two times the assumed loading for the complete depth of the structure.

The cover shall be constructed of ¼ inch thick finished aluminum, diamond plate pattern with 300 series stainless steel hardware. The hatch sh all have a positive means of locking the door open in the vertical position via a hold open arm and shall be made of a non-corrosive material. The cover shall be mounted with minimum of six 300 series stainless steel fasteners. The access hatch cover shall have a lift handle and a means of locking.

The prefabricated FRP lift station manufacturer shall guarantee the prefabricated lift station per approved drawings for a period of one year from the date of delivery.

INSPECTION & TESTING

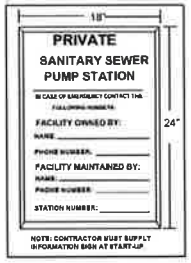
A factory representative shall be provided for a one (1) time start-up and shall have complete knowledge of the proper operation and maintenance of the complete system. The pump motors shall be megged out prior to the start up to ensure that the insulation of the pump motor and cable is intact. The pumps and the controls shall be checked for mechanical reliability and proper operation.

EXECUTION

Installation shall be in strict accordance with the manufacturer's recommendations in the locations shown on the engineered drawings.

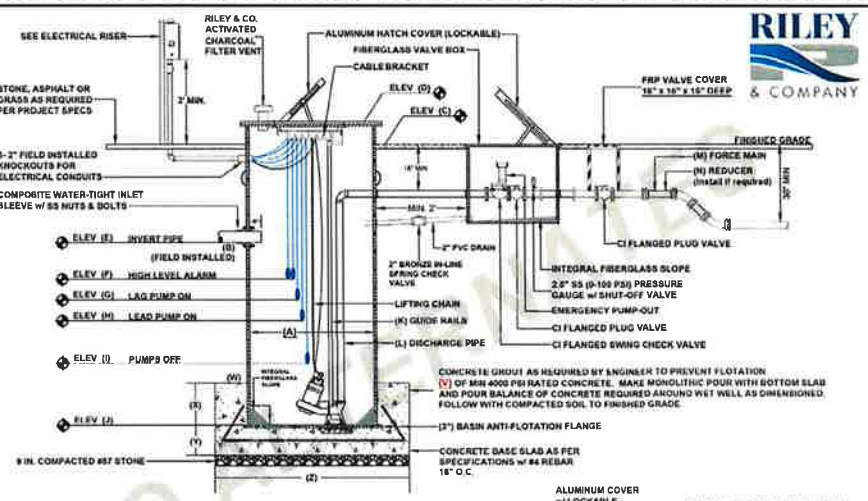
08/17/26 SR

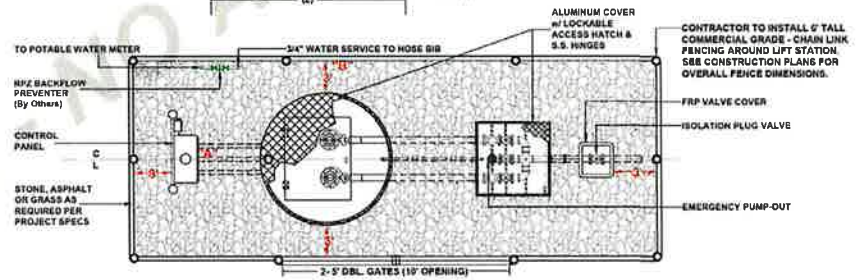
STATION DESIGN CONDITIONS		
PRIMARY PUMP CAPACITY	84	GPM
PRIMARY TDH	53	'TDH
RUN-OUT PUMP CAPACITY	n/a	GPM
RUN-OUT TDH	n/a	'TDH
PUMP MODEL #	HOMA RC30087	
R.P.M.	3450	
HORSEPOWER	4.1	
ELECTRICAL VOLTS / PHASE	230V/3Φ	
PUMP DISCHARGE SIZE	2"	
STATION ELEVATIONS AND DIMENSIONS		
WET WELL DIAMETER (A)	60"	
INVERT DIAMETER (B)	6"	
100 YEAR FLOOD ELEVATION	xx.xx	
FINISHED GRADE (C)	7.50'	
TOP OF WET WELL (D)	0.00'	
INLET / INVERT (E)	-0.37'	
HIGH LEVEL ALARM (HLA) (F)	-0.87'	
2nd PUMP ON (LAG) (G)	-1.37'	
1st PUMP ON (LEAD) (H)	-1.87'	
PUMPS OFF (OFF) (I)	-3.24'	
BOTTOM OF WET WELL (J)	-5.50'	
GUIDE RAIL DIAMETER (K)	1"	
DISCHARGE PIPE DIAMETER (L)	2"	
F.M. PIPE DIAMETER (M)	4"	
REDUCER (if Required) (N)	4" x 2"	
STATION MANUFACTURING MATERIALS		
DISCHARGE/RISER PIPE	HDPE	
INLET PIPE	PVC	
GUIDE RAIL	304 SS	
WET WELL	FRP ASTM D-3753	
WET WELL HATCH COVER	300 LBS PSF ALUM	
CABLE BRACKET	304 SS	
LIFTING CHAIN	304 SS	
PLUG VALVE	CAST IRON	
SWING CHECK VALVE	CAST IRON	
VALVE BOX	FRP	
VALVE BOX HATCH COVER	300 LBS PSF ALUM	
STATION VALVE BOX SIZES		
(36" x 36" x 36" DEEP)	FOR 2-3" DISCHARGE	
(48" x 48" x 36" DEEP)	FOR 4" DISCHARGE	
(72" x 72" x 48" DEEP)	FOR 6" DISCHARGE	
STATION HATCH OPENINGS		
WET WELL DIA. 48"	60"	72"
36" x 36"	36" x 30"	48" x 36"
CONCRETE BALLAST REQUIREMENTS		
CUBIC YARDS OF CONCRETE REQUIRED (V)	2.20 yds³	
CIRCUMFERENCE DIMENSION - WIDTH (W)	12.0"	
CIRCUMFERENCE DIMENSION - HEIGHT (X)	30.0"	
BASE SLAB DIMENSION - HEIGHT (Y)	12.0"	
BASE SLAB DIMENSION - LENGTH & WIDTH (Z)	84.0"	



LIFT STATION WILL BE PRIVATELY OWNED AND MAINTAINED

PRIOR TO START-UP, OWNER MUST HAVE A MINIMUM 1 YR. PREVENTIVE MAINTENANCE CONTRACT WITH A REPUTABLE LIFT STATION MAINTENANCE COMPANY.

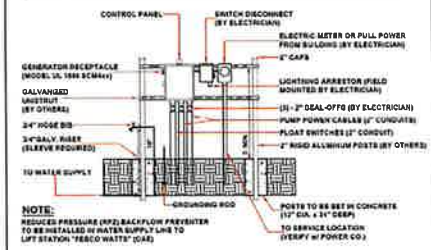




NOTE: PUMP CONTROL PANEL SHALL BE LOCATED A MIN. OF 3 FEET FROM WET WELL PERIMETER AT POINT "A" OR "B"

ELECTRICIAN NOTES:

1. DRAWING NOT TO SCALE
2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES
3. ELECTRICIAN TO INSTALL SWITCH DISCONNECT & LIGHTNING ARRESTOR
4. CONTRACTOR SHALL VERIFY POWER SUPPLY PRIOR TO ORDERING EQUIPMENT
5. NEUTRAL TO BE SUPPLIED FOR 3Φ/208-230V OR 1Φ/208-230V
6. EXCEPT FOR THE CONTROL PANEL, ALL EQUIPMENT AND COMPONENTS BY OTHERS



NOTE:
REDUCES PRESSURE (RPZ) BACKFLOW PREVENTER TO BE INSTALLED IN WATER SUPPLY LINE TO LIFT STATION "FEECO WATTS" (CAE)

ELECTRICAL RISER FOR ILLUSTRATION PURPOSES ONLY

RILEY & COMPANY

RILEY & COMPANY, INC.
5491 BENCHMARK LANE
SANFORD, FL. 32773
PH. 407-265-9963

CAPE CANAVERAL HOTEL

REVISIONS	BY	DATE

F.E.L. PROJECT NO. 20-034
SHEET NO. C-21
SHEET 23 of 27

DRAWN BY
CHECKED BY
DATE
SCALE
FOR AID
DRAWING NO.
SHEET NO.

For Lift Station Proposal:
Please Contact Chase Rachal
(407) 265-9963
c.rachal@rileyandco.com

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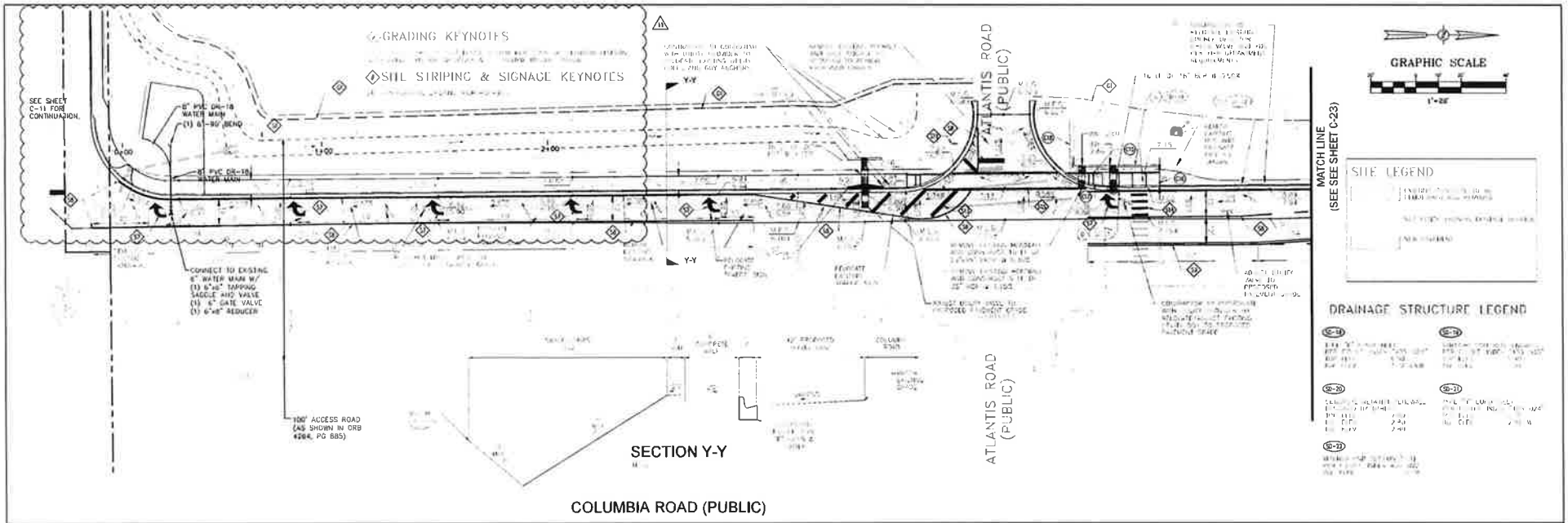
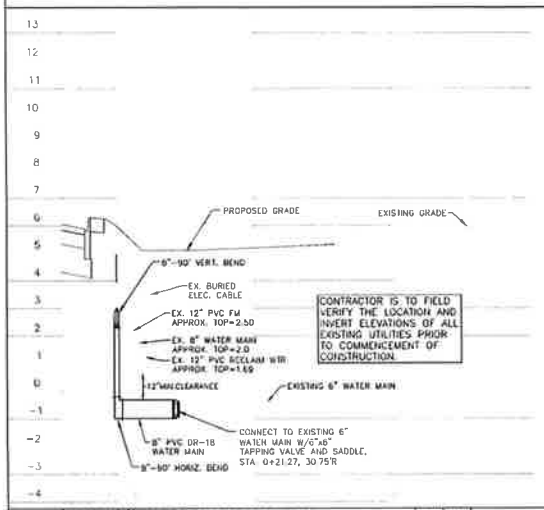
NO SUBSTITUTIONS - NO ALTERNATES





SITE CONSTRUCTION KEYNOTES

DEMOLITION KEYNOTES

SITE DRAINAGE KEYNOTES

GRADING KEYNOTES

SITE STRIPING & SIGNAGE KEYNOTES

SITE NOTES

DATE	REVISION	BY	CHK
08/18/2025	REVISED PER PORT AUTHORITY COMMENTS	CPH	GRC
06/10/2025	REVISED PER PORT AUTHORITY COMMENTS	CPH	GRC
01/16/2025	REVISED PER ECOSA COMMENTS	NEA	GRC
12/20/2024	REVISED PER CLIENT COMMENTS	JWM	GRC
11/04/2024	REVISED PER ECOSA, CAPE CANAVERAL, AND F.D.E.P. COMMENTS	JWM	GRC
09/30/2024	REVISED PER CITY AND F.D.O.T. COMMENTS	JWM	GRC

CAPE CANAVERAL HOTEL
CONSTRUCTION PLANS
COLUMBIA ROAD
CAPE CANAVERAL, FLORIDA

FEG FLORIDA ENGINEERING GROUP
THOMAS & HUTTON

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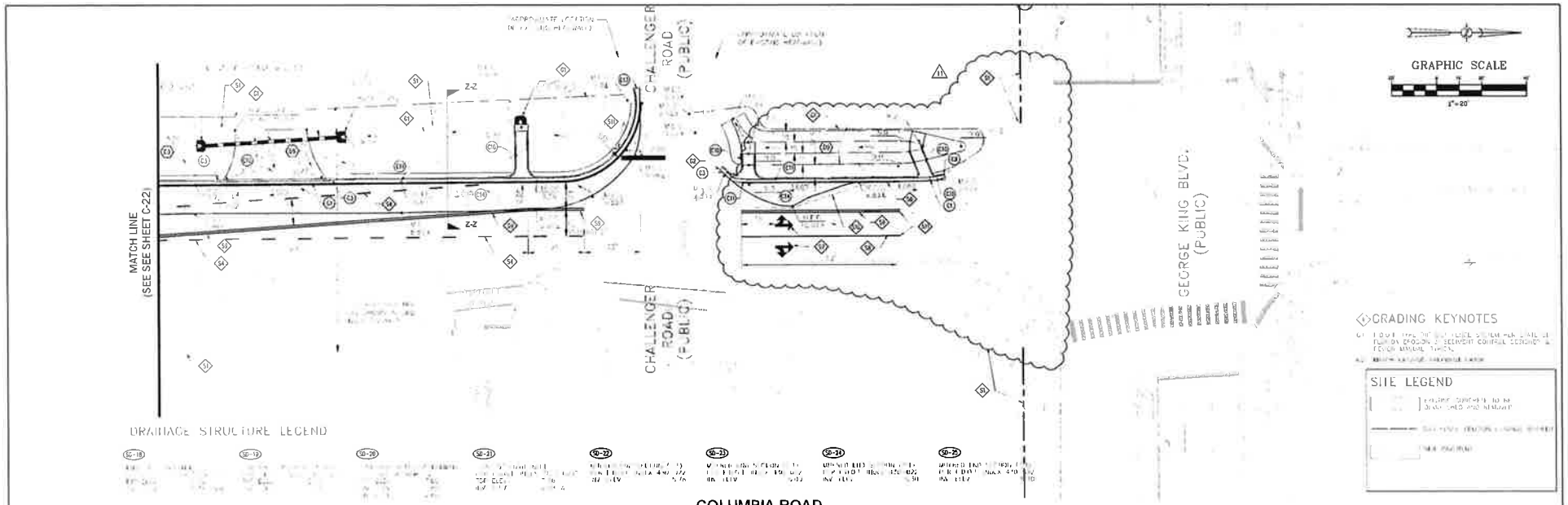
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0225
www.thomasandhutton.com

COLUMBIA ROAD IMPROVEMENTS
(1 OF 2)

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	JWM	GRC	GRC

20-034
H 1"=20' V 1"=2'
SEPTEMBER 2024
C-22
24 OF 27



KEYNOTES

1. 2" MINIMUM TYPE SP-12.5 ASPHALTIC CONCRETE WEARING SURFACE COURSE COMPACTED TO 92% OF LAB DENSITY (MINIMUM MARSHALL STABILITY OF 1,500 LBS)
2. 8" INTERCK (PA 100 OR CS 300) CONCRETE BASE COURSE WITH MINIMUM 1B4=150, COMPACTED TO 95 (TEST 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D-1557)
3. 12" UNPAVED SUBGRADE

HEAVY DUTY ASPHALT PAVING DETAIL
(2-15) NOT TO SCALE ASPHALT-PAVE-SECT-HVYDTY-LINEDOCK-ALKCONC.dwg

SITE CONSTRUCTION KEYNOTES

DEMOLITION KEYNOTES

SITE STRIPING & SIGNAGE KEYNOTES

SITE DRAINAGE KEYNOTES

GRADING KEYNOTES

SECTION Z-Z

SITE NOTES

DATE	REVISION	BY	DESIGN
08/18/2025	REVISED PER PORT AUTHORITY COMMENTS	CPH	GRC
06/19/2025	REVISED PER PORT AUTHORITY COMMENTS	CPH	GRC
01/16/2025	REVISED PER COCOA COMMENTS	NEA	GRC
12/20/2025	REVISED PER CLIENT COMMENTS	JAM	GRC
11/24/2025	REVISED PER COCOA, CAPE CANAVERAL, AND F.D.E.P. COMMENTS	JAM	GRC
09/30/2025	REVISED PER CITY AND F.D.O.T. COMMENTS	JAM	GRC

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COLUMBIA ROAD IMPROVEMENTS
(2 OF 2)

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	JWM	GRC	GRC

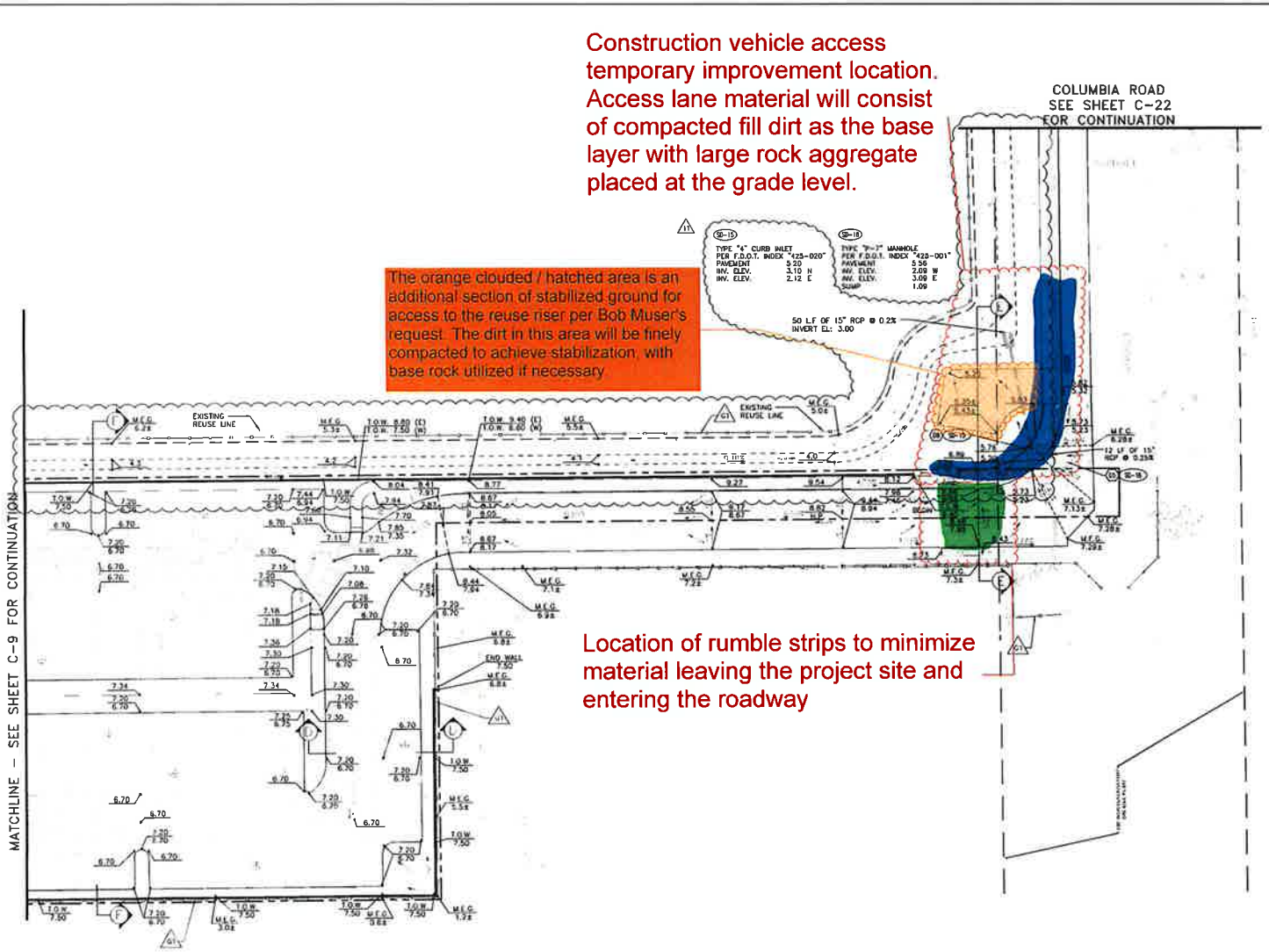
20-034
NOTED
SEPTEMBER 2024
C-23
25 27

426

Construction vehicle access temporary improvement location. Access lane material will consist of compacted fill dirt as the base layer with large rock aggregate placed at the grade level.

The orange clouded / hatched area is an additional section of stabilized ground for access to the reuse riser per Bob Muser's request. The dirt in this area will be finely compacted to achieve stabilization, with base rock utilized if necessary.

Location of rumble strips to minimize material leaving the project site and entering the roadway



SITE DRAINAGE KEYNOTES

D1. F.D.O.T. MODIFIED TYPE "D" DITCH BOTTOM INLET PER INDEX No. 425-052.
D2. F.D.O.T. TYPE "E" DITCH BOTTOM INLET PER INDEX No. 425-052, TYPICAL.
D3. UNDERGROUND STORMWATER SYSTEM.
D4. F.D.O.T. 4:1 MITERED END SECTION PER INDEX No. 430-021, TYPICAL.
D5. F.D.O.T. TYPE "P" MANHOLE PER INDEX No. 425-010, TYPICAL.
D6. YARD DRAIN BASIN (NYLOPAST) PER ADVANCED DRAINAGE SYSTEMS (ADS).
D7. F.D.O.T. TYPE "C" DITCH BOTTOM INLET PER INDEX No. 425-052, TYPICAL.
D8. F.D.O.T. TYPE "4" CURB INLET PER INDEX No. 425-020, TYPICAL.

SITE LEGEND

- CONCRETE PAVEMENT
- PERVIOUS CONCRETE
- PERVIOUS PAVERS
- HEAVY DUTY ASPHALT PAVEMENT
- SILT FENCE EROSION CONTROL BARRIER
- IN-SITU INFILTROMETER, TYPICAL

GRAPHIC SCALE
1"=20'

GRADING KEYNOTES

G1. F.D.O.T. TYPE "W" SILT FENCE SYSTEM PER STATE OF FLORIDA EROSION & SEDIMENT CONTROL DESIGNER & REVIEW MANUAL, TYPICAL.

NOTE:

1. THE CONTRACTOR SHALL REMOVE ALL DEBRIS (ABOVE AND BELOW THE SURFACE) THAT INCLUDES CONCRETE, ASPHALT, CONSTRUCTION DEBRIS, ETC. AS IDENTIFIED IN THE SOILS REPORT PREPARED BY UES. IN ADDITION, ALL OF THE AREA BELOW THE BUILDING, PAVEMENT, AND STORMWATER SYSTEM SHALL BE UNDERCUT TO A DEPTH OF 4 AND 3 FEET, RESPECTIVELY; AND BACKFILLED WITH CLEAN FREE DRAINING SAND. FOR THE AREAS UNDER THE STORMWATER EXFILTRATION SYSTEM, THE BACKFILL SHALL CONTAIN LESS THAN 5% PASSING THE No. 200 SIEVE. FOR THE AREAS UNDER THE BUILDING, THE BACKFILL SHALL CONTAIN LESS THAN 10% PASSING THE No. 200 SIEVE. THE CONTRACTOR SHALL REVIEW THE SOILS REPORT PREPARED BY UES FOR ALL SITE PREPARATION AND FILL REQUIREMENTS FOR THIS SITE PRIOR TO PREPARING A BID.
2. ALL PIPE JOINTS SHALL BE WRAPPED PER F.D.O.T. DESIGN STANDARD INDEX No. 430-001.
3. GRAVEL AND STONE SHALL BE COMPACTED TO A FIRM/UNYIELDING CONDITION.

SEE SHEET C-10 FOR UNDERGROUND STORMWATER SYSTEM

ROOFS SHALL DRAIN INTO ROOF COLLECTION SYSTEM

CROSS SECTIONS

1. SEE SHEETS C-18 AND C-19 FOR CROSS SECTIONS.

DATE		REVISIONS	BY	DES'D
06/18/2026	4	REVISED PER PORT AUTHORITY COMMENTS	CPH	GRC
06/10/2026	3	REVISED PER PORT AUTHORITY COMMENTS	EPH	GRC
01/16/2026	2	REVISED PER CCCGA COMMENTS	BEA	GRC
12/22/2025	1	REVISED PER CLIENT COMMENTS	JWM	GRC
11/24/2025	0	REVISED PER CCCGA, CAPE CANAVERAL, AND F.D.E.P. COMMENTS	JWM	GRC
09/30/2025		REVISED PER CITY AND F.D.O.T. COMMENTS	JWM	GRC

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SITE PAVING AND GRADING PLAN (1 OF 2)

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	JWM	GRC	GRC

20-034
1"=20'
SEPTEMBER 2024
C-8
9 – 27

Gregory R Crawford

1. The proposed sidewalk will be constructed, approved and available, in all respects, for safe pedestrian travel, prior to preforming any work within the TCE area, that will effect the existing sidewalk on the west side of Columbia Rd.
2. All relocation of obstacles in the proposed sidewalk path (street signs, hand hole lids,fire station alert system, etc.) will be coordinated and agreed upon with the applicable authorities by the developer / contractor prior to commencing the work.
3. The proposed sidewalk on the east side of Columbia Rd shall remain as a permanent improvement. A bill of sale will be executed, between the CPA and an authorized agent of the owner / developer for this improvement in the favor of the Canaveral Port Authority prior to the expiration date of the TCE.
8. Sidewalk closed signage to be installed at this location during construction disruptance
6. Connect proposed temporary sidewalk to existing sidewalk on the east side of Columbia Rd
5. The proposed sidewalk may meander, full width, as necessary, but at all times maintain a minimum separation of 1 Ft from the edge of pavement on Columbia rd.
4. Construction of the proposed sidewalk shall be subject to the approval of the Canaveral Port Authority Building Official, including the proposed sidewalk complying with applicable ADA requirements, the proposed sidewalk matching the existing sidewalks in all material respects and the proposed sidewalk construction being constructed in a workmanlike manner.
7. Provide a curb cut and sidewalk ramp at this location
Atlantis Rd
Columbia Rd
FedEx Drop Box
Cape Cana Fire Depart
Port Parking Space at Port Canaveral
BAC.port authority
Allied Universal® Security Services
Google Maps

Meeting Date

September 23, 2026

AGENDA ITEM REQUEST

Section:	Real Estate
Item Number:	8.C
Department:	Real Estate
Requested Action:	Consideration of approving a Temporary Construction Easement Agreement ("TCE") granting Grosvenor Port Hotel, LLC ("Grantee") a temporary construction easement to construct Perimeter Wall improvements ("Improvements") related to the construction of a new hotel located in the City of Cape Canaveral, and abutting CPA-owned parcels on three sides. Further, authorizing the Port Director & CEO to execute the TCE subject to final review and approval by General Counsel. The TCE has been reviewed and approved by General Counsel. (T. Morley/M. Milisits)

Summary Explanation & Background:

The City of Cape Canaveral approved development permits for the construction of a new 150-room hotel at 8955 Columbia Road, which is located within the jurisdictional limits of the city. The hotel parcel abuts CPA-owned property on three sides (north, west and south) and is accessed solely from Columbia Road, a Port-owned roadway, in the jurisdictional limits of CPA, via an Easement Agreement granted in December 2000.

To retain its own stormwater (and not shed onto adjacent property), the elevated hotel site will construct retaining walls on these three sides. The fourth (east) side abuts the developed Port Parking Space parking lot at 8945 Columbia Road. To construct the Improvements, Grantee will need to access portions of the abutting (CPA) parcels with personnel and/or equipment.

The Grantee's representative submitted a request to CPA ("Grantor") for a TCE for access to construct the Improvements.

The TCE would allow Grantee to enter the defined areas of the three CPA-owned parcels to construct the Improvements. No construction materials will be stored in the TCE areas, outside of materials being actively utilized to complete the current phase of installation.

The temporary easement for completing Improvements will terminate upon the earlier of (i) the completion of the Improvements or (ii) one (1) year from the Effective Date hereof, unless sooner terminated as provided in the TCE.

Upon completion of the Improvements, Grantee shall, at its own cost and expense, promptly repair, replace and restore any other property of CPA impacted by the construction of the Improvements to as good as its original condition, at the reasonable satisfaction of CPA.

Capital Improvements by CPA: None

Recommendation: Staff recommends approval.

Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

TCE - Perimiter Wall.pdf

Exhibits to TCE - Perimeter Wall.pdf

Prepared by and Return To:
Canaveral Port Authority
Attn: General Counsel
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(Perimeter Wall)

THIS TEMPORARY EASEMENT AGREEMENT (the "**Agreement**") is made as of the Effective Date (hereinafter defined) by **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida, whose address is 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920 (the "**Grantor**") and **GROSVENOR PORT HOTEL, LLC**, a Florida limited liability company, whose address is 15260 NW 147th Drive, 100, Alachua, Florida 32615 (the "**Grantee**"), (Grantor and Grantee are sometimes individually referred to herein as a "**Party**" and collectively referred to herein as the "**Parties**").

WITNESSETH:

WHEREAS, Grantor is the owner in fee of certain real property known as Port Canaveral (the **"Port"**), including the property more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Port Property**");

WHEREAS, Grantee is the owner of the Property more particularly described in **Exhibit "B"** attached hereto and incorporated herein by this reference upon which Grantee is constructing a hotel (the "**Hotel Property**");

WHEREAS, in connection with construction of the hotel Grantee has agreed to complete certain roadway and pedestrian improvements as more particularly described herein (the "**Project**") for ingress and egress to the Hotel Property;

WHEREAS, to complete the Project improvements, Grantee has requested that Grantor convey a non-exclusive temporary construction easement to Grantee on, upon, over, under, across and through the Port Property (the "**Easement Parcel**") for the limited purpose of constructing the Project improvements (as more particularly described herein), subject to any and all applicable permits and other governmental requirements; and

WHEREAS, Grantor is willing to convey the temporary construction easement over the Easement Parcel to Grantee, subject to the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Temporary Construction Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement ("**Temporary Easement**") on, upon, over, under, across and through the Easement Parcel for the purposes hereinafter stated, all subject to the terms, conditions and limitations set forth herein.

3. **Purpose of Temporary Easement**. The purpose of the Temporary Easement is to permit Grantee, through itself, its agents, contractors, consultants and employees, to enter upon the Easement Parcels to construct, at its sole cost and expense, perimeter wall, and related, improvements on the Hotel Property. The perimeter wall improvements shall be constructed in accordance with the plans submitted by Grantee more particularly described in **Exhibit "C"** attached hereto and incorporated herein by this reference (the "**Improvements**"). Prior to commencing construction, Grantee shall be responsible for clearing all utilities as well as implementing a maintenance of traffic plan approved in advance by Grantor to provide temporary traffic control during construction of the Project. Grantee shall use all commercially reasonable efforts to minimize disruption to Grantor and other parties (including maintaining access to the Cape Canaveral Volunteer Fire Department Station and the cruise parking facility at the south end of Columbia Drive) as a result of the exercise of its rights under this Temporary Easement. Grantee shall not make any use of the Easement Area which is or would be a nuisance or unreasonably detrimental to the use or operation of the Port Property. Such easement shall at all times be subject to the rights for ingress and egress set forth in that certain easement dated December 15, 2000, recorded at Official Records Book 4264, Page 0885 in the public records of Brevard County, Florida, and any other recorded or unrecorded easements affecting the Port Property. Upon completion of the Improvements, Grantee shall provide Grantor an as-built survey of the Improvements inclusive of any utility improvements and relocations.

4. **Term; Termination of Temporary Easement**. The term of this Agreement shall commence upon the Effective Date (as defined in this Agreement). All covenants, rights and obligations related to the Temporary Easement shall automatically terminate upon the earlier of (i) the completion of the Improvements or (ii) one (1) year from the Effective Date hereof, unless sooner terminated as provided herein (the "**Termination**"). Upon Termination, this Agreement shall be deemed null and void and be of no further force and effect and the parties hereto shall be relieved of any further rights and obligations hereunder.

5. **Restoration of Easement Parcel**. Upon completion of the Improvements, Grantee shall, at its own cost and expense, promptly repair, replace and restore the Easement Parcel (and any other property of Grantor impacted by the construction of the Improvements) to as good as its original condition, at the reasonable satisfaction of Grantor.

6. **Compliance with Applicable Law; Permits and Approvals**. Grantee, its agents, contractors and subcontractors shall comply with all applicable federal, state and local laws and regulations relating to the construction of the Improvements and in the performance of the obligations set forth in this Agreement. Grantee shall be solely responsible for obtaining all governmental permits, approvals and licenses necessary for the construction of the Improvements.

7. **Insurance**. Grantee shall at all times maintain, and ensure that each of its contractors, subcontractors, consultants or agents performing work on behalf of the Grantee maintain the following types of insurance:

a. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial General Liability ("CGL") insurance covering claims arising from personal injury, death, and property damage arising directly or indirectly out of the exercise of the rights and privileges granted herein, with minimum limits of $1,000,000 per occurrence and $2,000,000.00 general aggregate. The CGL policy shall include contractual liability coverage.

b. UMBRELLA LIABILITY COVERAGE. Grantee shall also carry and maintain coverage with a limit of not less than $5,000,000.00 per occurrence.

c. POLLUTION LIABILITY INSURANCE. Grantee shall procure and maintain pollution liability insurance coverage for $2,000,000.00 Combined Single Limit Each Occurrence.

d. WORKERS' COMPENSATION. Grantee shall also maintain Workers' compensation insurance covering all employees of Grantee, as required by the laws of the State of Florida and employers' liability coverage subject to a limit of no less than $1,000,000 for bodily injury by accident per accident/$1,000,000 for bodily injury by disease per employee/$1,000,000 for bodily injury by disease policy limit.

Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. Any cancellation or amendment to any such insurance policy or policies shall, upon ten (10) days written notice to Grantee, constitute a revocation of the rights and Easement created hereunder until such insurance is reinstated. Prior to entry upon the Easement Parcel for the purposes set forth in this Agreement, Grantee shall deliver or cause to be delivered to Grantor a certificate or certificates evidencing the insurance coverage required herein and naming Grantor as additional insured on liability policies.

8. **Indemnity and Release.** Grantee shall indemnify, release and hold harmless the Grantor, its agents, employees and elected and appointed officials, from and against all liability, claims, damages, losses and expenses (including all costs and attorneys' fees and all costs and attorneys' fees on appeal) arising out of or resulting from the construction or operation of the Improvements, or which are caused in whole or in part, directly or indirectly, by Grantee or any of its contractors, subcontractors or anyone directly employed by any of them in connection with the exercise of the Grantee's rights under this Agreement. Notwithstanding the foregoing, in no event will Grantee be liable for or be required to indemnify, release or hold harmless the Grantor for any liability, claims, damages, losses and expenses caused by or arising out of the gross negligence or willful misconduct of Grantor, its agents, or employees. Nothing in this Agreement shall operate as a waiver of Grantee's or Grantor's grant of sovereign immunity or the limits of liability established under Florida law. This provision shall survive termination of this Agreement.

9. **Liens**. Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Parcel or other Port property in connection with the exercise of Grantee's rights hereunder.

10. **Grantor's Use of Easement Area**. It is acknowledged and agreed that the easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Easement Parcel in any manner not inconsistent with the easement rights created herein. Grantee shall not exercise its easement rights granted herein in any manner which

unreasonably interferes with or unreasonably disrupts Grantor's exercise of its retained rights hereunder.

11. **Defaults.** Failure by either the Grantor or Grantee to comply with or perform any of the terms, conditions, covenants, agreements or obligations contained in this Agreement to be performed by each of them, respectively, shall constitute a default under this Agreement, and (i) if such default is not cured or remedied within thirty (30) days after the defaulting party receives written notice from the non-defaulting party specifying with particularity the alleged default, or (ii) if such default cannot be reasonably cured or remedied within such thirty (30) day period, the defaulting party fails to commence to cure or remedy the default within such thirty (30) day period and thereafter fails to diligently and expeditiously pursue such cure or remedy, the non-defaulting party, in its sole discretion, shall be entitled to exercise any and all rights and remedies available to it under this Agreement, at law and in equity. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

12. **Amendments and Waivers**. This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement.

13. **Notices**. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) one day after depositing with a nationally recognized overnight courier service, or (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, local Cape Canaveral, Florida time), to the address listed below or to such other address as either Party may from time to time designate by written notice to the other Party. If to Grantor: Canaveral Port Authority, V.P., Engineering and Construction, 445 Challenger Road, Suite 301, Cape Canaveral, FL 32920; with copy to Canaveral Port Authority, V.P. and General Counsel, at same address. If to Grantee 15260 NW 147th Drive, 100, Alachua, FL 32615, Attn: James W. McCauley with copy to 1290 US Highway 1 Ste 103. Rockledge, FL 32955-2712, Attn: Robyn Hattaway.

14. **Attorney's Fees.** Should any action be brought arising out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, or any action for the enforcement hereof, the prevailing party shall be entitled to its attorneys' fees and costs and expenses of investigation, all as actually incurred, including, without limitation, attorneys' fees, costs, and expenses of investigation incurred before, during or after trial or in any appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes.

15. **No Joint Venture.** Nothing in this Agreement shall be construed to make the Parties hereto partners or joint ventures or render either of said Parties liable for the debts or obligations of the other.

16. **Non-Discrimination**. The Grantee agrees that no person will be discriminated against in connection with the exercise of the rights and privileges granted hereby on the grounds of age, sex, handicap, religion, race, color, or national origin.

17. **Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

18. **Severability**. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. **Governing Law; Venue**. This Agreement shall be construed in accordance with the laws of the State of Florida and all duly adopted ordinances, regulations and policies of the Canaveral Port Authority. The location for settlement of any and all claims, controversies, or disputes arising out of or relating to this Agreement or any breach thereof, shall be Brevard County, Florida.

20. **Assignment**. Grantee shall not assign or transfer its rights or delegate any of its performance under or in connection with this Agreement without the prior written consent of Grantor, which approval shall not be unreasonably withheld. Any purported assignment of rights or delegation of performance in violation of this provision is void.

21. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of Grantee, Grantor, and their respective successors and assigns.

22. **Counterparts; Electronic Signature**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument. Execution and delivery of this Agreement by electronic exchange bearing the copies of a Party's signature shall constitute a valid and binding execution and delivery of this Agreement by such Party. Such electronic copies shall constitute enforceable original documents and shall be considered to have the same binding legal effect as if it were the original signed version there delivered in person. An electronically scanned copy of a signature shall constitute and shall be deemed to be sufficient evidence of a Party's execution of this Agreement, without necessity of further proof.

23. **Effective Date**. The effective date of this Agreement shall be the date upon which the last of the Parties hereto executes this Agreement (the "**Effective Date**").

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be effective as of the day and year set forth above.

"GRANTOR"

CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida

Witnesses:

By: _____
John W. Murray, Port Director/CEO

_____
Name _____

Date: _____, 2026

_____
Name _____

STATE OF FLORIDA,
COUNTY OF BREVARD.

The foregoing instrument was acknowledged before me by means of Physical Presence ☒ or Online Notarization ☐, this ____ day of _____, 2026, by John W. Murray, Port Director/CEO of Canaveral Port Authority, an independent special taxing district and political subdivision of the State of Florida. He is personally known to me ☒ or has produced (type of identification) as identification.

_____
Signature of Notary Public – State of Florida

NOTARY SEAL

_____
Print, Type or Stamp Commissioned name of Notary Public

Personally known ☒ OR Produced valid identification ☐
Type of Identification produced _____.

"GRANTEE"

Witnesses:

_____
Name: _____

_____
Name: _____

GROSVENOR PORT HOTEL, LLC, a Florida limited liability company

By: _____
Name: James W. McCauley, Manager

Date: _____, 2026

STATE OF FLORIDA,
COUNTY OF .

The foregoing instrument was acknowledged before me by means of Physical Presence ☐ or Online Notarization ☐, this ____ day of _____, 2026, by James W. McCauley, its Manager of Grosvenor Port Hotel, LLC, a Florida limited liability company. He is personally known to me ☐ or has produced (type of identification) as identification.

_____
Signature of Notary Public – State of Florida

NOTARY SEAL

_____
Print, Type or Stamp Commissioned name of Notary Public

Personally known ☐ OR Produced valid identification ☐
Type of Identification produced _____.

EXHIBIT "A"
Port Property

Note: this TCE burdens three CPA-owned parcels:

- Brevard County Property Appraiser Account:2430822 Parcel ID:24-37-15-00-1 link
- Brevard County Property Appraiser Account:2454552 Parcel ID:24-37-15-00-2.1 link
- Brevard County Property Appraiser Account:2430827 Parcel ID:24-37-15-00-6 link

(one page to follow)

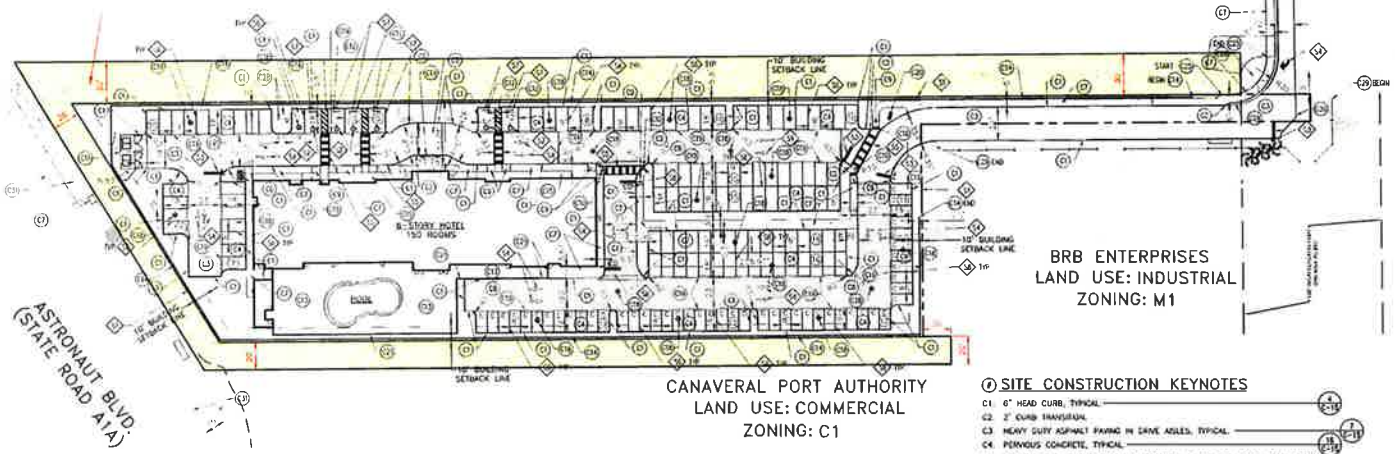
SITE STRIPING & SIGNAGE KEYNOTES

S1. PROPERTY BOUNDARY.
S2. HANDICAP PARKING STALL, TYPICAL.
S3. 24" THERMOPLASTIC STOP BAR WITH N1-1 STOP SIGN (HIGH INTENSITY REFLECTORIZED) (30"X30")
S4. DIRECTIONAL ARROWS PER F.D.O.T. INDEX No. 711-001, TYPICAL.
S5. SPECIAL EMPHASIS CROSSWALK STRIPING PER F.D.O.T. INDEX No. 711-001, TYPICAL.
S6. 4" WHITE PAINTED PARKING STRIPE.
S7. HANDICAP SIGN, TYPICAL.

CANAVERAL PORT AUTHORITY
LAND USE: INDUSTRIAL
ZONING: M1

THREE SIDED PERIMETER TEMPORARY CONSTRUCTION EASEMENT

COLUMBIA ROAD
SEE SHEET C-22
FOR CONTINUATION



BRB ENTERPRISES
LAND USE: INDUSTRIAL
ZONING: M1

CANAVERAL PORT AUTHORITY
LAND USE: COMMERCIAL
ZONING: C1

SITE LEGEND

- CONCRETE PAVEMENT
- PERVIOUS CONCRETE
- PERVIOUS PAVERS
- HEAVY DUTY ASPHALT PAVEMENT
- IN-SITU INFILTROMETER, TYPICAL

GRAPHIC SCALE
1"=40'

SITE DATA

PROPERTY LOCATION:	8955 COLUMBIA ROAD CAPE CANAVERAL, FLORIDA
PROPERTY ZONING:	INDUSTRIAL M1/COMMERCIAL C1
PROPERTY FUTURE LAND USE DESIGNATION:	COMMERCIAL C1
EXISTING USE:	VACANT LOT
PROPOSED USE:	150 ROOM HOTEL
SITE AREA:	2.39± ACRES
SITE PROJECT AREA:	5.75± ACRES
PROPOSED BUILDING FLOOR AREA:	93,653 S.F.

BUILDING SETBACKS	(REQUIRED)	BUILDING SETBACKS	(PROPOSED)
FRONT (EAST)	10'	FRONT (EAST)	235.07'
SIDE (NORTH)	10'	SIDE (NORTH)	51.08'
SIDE (SOUTH)	10'	SIDE (SOUTH)	10.48'
REAR (WEST) (STATE ROAD A1A)	10'	REAR (WEST) (STATE ROAD A1A)	28.83'

MAXIMUM ALLOWABLE BUILDING HEIGHT
HOTEL 45'

BUILDING HEIGHT PROPOSED
85'-0"*

* PER ARTICLE X: A1A ECONOMIC OPPORTUNITY OVERLAY DISTRICT (EODD)

BUILDING CONSTRUCTION TYPE
HOTEL TYPE I-B SPRINKLERED

LANDSCAPE BUFFERS	(REQUIRED)	LANDSCAPE BUFFERS	(PROPOSED)
FRONT (EAST)	5'	FRONT (EAST)	5'
SIDE (NORTH)	5'	SIDE (NORTH)	5'
SIDE (SOUTH)	5'	SIDE (SOUTH)	5'
REAR (WEST)	5'	REAR (WEST)	5'

PARKING

PARKING REQUIRED

HOTEL	150 SLEEPING UNITS x (1 SPACE PER ROOM)	150 SPACES
EMPLOYEE PARKING	(1 SPACE/ 12 SLEEPING UNITS)	13 SPACES
TOTAL PARKING REQUIRED		163 SPACES
SPACES REQUIRED TO BE RESERVED FOR HANDICAP		6 SPACES

PARKING PROVIDED

REGULAR PARKING	48 SPACES
COMPACT PARKING (28.8% PROVIDED)	47 SPACES
VALET PARKING	62 SPACES
HANDICAP PARKING	6 SPACES
TOTAL PARKING PROVIDED	163 SPACES

SITE AREA CALCULATIONS

	EXISTING	PROPOSED		
BUILDING FOOTPRINT	0 S.F.	15,145 S.F.		
PAVEMENT/CURB/SIDEWALK	0 S.F.	14,260 S.F.		
DUMPSTER	0 S.F.	472 S.F.		
IMPERVIOUS AREA	0 S.F.	30,884 S.F.	0.71 AC.	29.63 %
PERVIOUS CONCRETE/POOL DECK/PERVIOUS PAVERS	0 S.F.	44,853 S.F.	1.03 AC.	43.00 %
PERVIOUS AREA (LESS PERVIOUS CONCRETE)	104,218 S.F.	28,512 S.F.	0.65 AC.	27.34 %
TOTAL SITE AREA	104,218 S.F.	104,218 S.F.	2.39 AC.	100.00 %

MAXIMUM IMPERVIOUS ALLOWABLE		80 %
IMPERVIOUS AREA COVER PROPOSED	1.74 ±AC.*	72.6 %

* INCLUDES IMPERVIOUS AREA, PERVIOUS CONCRETE AND PERVIOUS PAVERS

FLOOD ZONE

FLOOD ZONE X PER FEMA F.I.R.M. PANEL 12009C0363H DATED: 01/29/2021.

SOILS

58-TORNBULL AND RIOMAR SOIL HSG: D

WETLAND STATEMENT

THERE ARE NO JURISDICTIONAL WETLANDS WITHIN THE PROJECT SITE.

HAZARDOUS MATERIALS STATEMENT

DURING CONSTRUCTION, WHEN COMBUSTIBLES ARE BROUGHT ONTO THE SITE IN SUCH QUANTITIES AS DEEMED HAZARDOUS BY THE FIRE OFFICIAL, ACCESS ROADS & A SUITABLE TEMPORARY SUPPLY OF WATER ACCEPTABLE TO THE FIRE DEPARTMENT SHALL BE PROVIDED & MAINTAINED.

LIGHTING NOTE

LIGHTING SHALL COMPLY WITH CITY OF CAPE CANAVERAL CODE OF ORDINANCES.

A1A ECONOMIC OPPORTUNITY OVERLAY DISTRICT

THE PROJECT SHALL COMPLY WITH THE STANDARDS SET FORTH IN ARTICLE X OF CHAPTER 110 A1A ECONOMIC OPPORTUNITY OVERLAY DISTRICT FOR THE CITY OF CAPE CANAVERAL.

DUMPSTER NOTE

DUMPSTER SHALL COMPLY WITH CITY OF CAPE CANAVERAL CODE OF ORDINANCES

SIGNAGE NOTE

SIGNAGE SHALL COMPLY WITH CITY OF CAPE CANAVERAL CODE OF ORDINANCES.

TEMPORARY CONSTRUCTION EASEMENT NOTES:

1) NO HEAVY EQUIPMENT OR USE OF SUBJECT TO THE EASEMENT AREA TO INCLUDE USE OF PROPERTY OWNER'S PARKING AREAS IS THE EXCEPTION.
2) GRADING AND THE INSTALLATION EQUIPMENT FOR PROPOSED SWALE AND UTILITIES ALLOWED NORTH AND WEST SIDES OF PROPERTY (SEE PLANS & PROFILE).
3) CONTRACTOR SHALL REPORT TO PORT AREA PRIOR TO EXECUTING OR AFTER CONDITION.
4) CONTRACTOR TO INSTALL TEMPORARY BARRICADES AND SAFETY FENCING AROUND EXISTING BUILDINGS STRUCTURE. A 10' FOOT PERIMETER WILL BE MAINTAINED.
5) EXISTING GROUND-MOUNTED UTILITY EQUIPMENT WITHIN THE T.C.E. WILL BE PROTECTED BY CONTRACTOR WITH TEMPORARY BARRICADES, SAFETY FENCING, AND HIGH VISIBILITY WARNINGS AS APPROPRIATE TO THE EQUIPMENT AND SURROUNDING EQUIPMENT OR ACTIVITIES. A LOCATION SKETCH SHOWING UTILITIES WITHIN OR ADJACENT TO THE TEMPORARY EASEMENT WILL BE FIELD LOCATED AND MAPPED PRIOR TO ANY EVENT OF CONSTRUCTION ACTIVITIES IN ACCORDANCE WITH APPLICABLE UTILITY LOCATING REQUIREMENTS. ANY UNDERGROUND UTILITIES NEAR THE WORK AREA WILL BE CLEARLY MARKED AND VISIBLE UNDERGROUND UTILITIES EXISTING WITHIN A 20FT TEMPORARY EASEMENT WILL BE TEMPORARILY PROTECTED AND SUPPORTED TO EXISTING UTILITIES. WATERMAIN, PROTECTION MEASURES, DEPTH AND PIPE SIZE, SOFT SOIL, TEMPORARY BRACING, ETC.) WILL BE INFLUENCED AT ALL UTILITY LOCATIONS WHERE CONSTRUCTION MAY BE IN CLOSE PROXIMITY.
6) NO PERSONNEL OR MATERIALS WILL BE ALLOWED ON THE PROPERTY OTHER THAN PROPERTY OWNER'S PARKING AREAS, OR MAINTAIN BUFFER AREAS, AS NEEDED TO COMPLETE THE CURRENT PHASE OF THE SITE.

SEWER SYSTEM:

THE HOTEL SEWER SYSTEM WILL CONSIST OF AN ONSITE LIFT STATION TO BE PRIVATELY OWNED. THE LIFT STATION WILL DISCHARGE THROUGH A FORCE MAIN, WHICH WILL BE BUILT BY DEVELOPER, THAT WILL CONNECT TO AN EXISTING SEWER MANHOLE LOCATED ON THE EAST SIDE OF HOMEWOOD SUITES, VIA A CITY EASEMENT.

WATER SYSTEM:

THE HOTEL WATER & FIRE DEMANDS WILL BE MET BY CONNECTING TO THE EXISTING 12" WATER MAIN LOCATED AT THE INTERSECTION OF COLUMBIA ROAD & ATLANTIS ROAD. THE WATER MAIN WITHIN COLUMBIA ROAD WILL BE OWNED AND MAINTAINED BY THE CITY OF COCOA UTILITIES AND THE ON-SITE WATER SYSTEM WILL DC OWNED AND MAINTAINED BY THE DEVELOPER.

STORMWATER SYSTEM:

THE STORMWATER SYSTEM WILL BE DESIGNED IN COMPLIANCE WITH THE CITY OF CAPE CANAVERAL, FDOT, AND SJRWMD REGULATIONS

SITE NOTES

1. ALL CURB RADII ARE TO BE 5.0', TYPICAL, UNLESS NOTED OTHERWISE.
2. LANDSCAPE ISLAND NOSE NOT TO EXCEED THE PARKING STALL DEPTH &/OR PROTRUDE INTO DRIVE ISLES, TYPICAL.
3. ALL DIMENSIONS ARE PARALLEL & PERPENDICULAR TO A BEARING OF N 89°52'44" W, UNLESS OTHERWISE INDICATED WITH A "°" OR BEARING.
4. LOWER CASE TEXT DENOTES SURVEY &/OR EXISTING CONDITION INFORMATION.
5. ALL MEASUREMENTS ARE TO THE FACE OF CURB OR EDGE OF PAVEMENT.
6. CONTRACTOR SHALL CONTACT CANAVERAL PORT AUTHORITY PRIOR TO CONSTRUCTION ACTIVITIES TO LOCATE CPA FIBER OPTICS.
7. CONTRACTOR SHALL PROVIDE A M.O.T. PLAN TO CANAVERAL PORT AUTHORITY FOR THE CONSTRUCTION ACTIVITES ALONG COLUMBIA ROAD PRIOR TO CONSTRUCTION.
8. CONTRACTOR SHALL COORDINATE WITH RETAINING WALL VENDOR FOR DESIGN AND PERMITTING. THE PROPOSED PEDESTRIAN GUARDRAIL SHALL BE PLACED ON TOP OF WALL WITH THE STYLE TO BE DETERMINED BY THE OWNER.

PHASING NOTE

THIS PROJECT WILL BE CONSTRUCTED IN ONE (1) PHASE.

C1. 6" HEAD CURB, TYPICAL.
C2. 2' CURB TRANSITION.
C3. HEAVY DUTY ASPHALT PAVING IN DRIVE AISLES, TYPICAL.
C4. PERVIOUS CONCRETE, TYPICAL.
C5. DECORATIVE PAVEMENT. (SEE ARCHITECTURAL PLANS FOR MORE INFORMATION)
C6. HR201 BIKE RACK WITH 6'x8'x4" CONCRETE PAD.
C7. CONCRETE SIDEWALK, TYPICAL.
C8. TREMRON BLOCK PAVERS 8"x8" (NATURAL GREY) (SF RMA) - PAVER OUTLET.
C9. WHEELCHAIR RAMP - STRAIGHT, TYPICAL.
C10. CURB RAMP DETECTABLE WARNING SURFACE PER FLORIDA BUILDING CODE.
C11. DOUBLE DUMPSTER ENCLOSURE DESIGN/PERMITTING BY OTHERS. (SEE ENCLOSURE DETAIL BY ARCHITECT)
C12. WHEEL STOP PER F.D.O.T. INDEX No. 520-001, TYPICAL.
C13. PERMEABLE POOL DECK.
C14. RETAINING WALL W/GUARDRAIL (SEE NOTE 8)
C15. LANDSCAPE AREA. (SEE SHEET L-1)
~~C16. LIGHT DUTY ASPHALT PAVEMENT, TYPICAL.~~
C17. WALL FOUNDATION TO BRIDGE FOR 6" CLEARANCE ON TOP OF STORM PIPE.
C18. IN-SITU INFILTROMETER, TYPICAL.
C19. RIBBON CURB, TYPICAL.
C20. BUSINESS IDENTIFICATION SIGN (TO BE DESIGNED AND PERMITTED BY OTHERS).
C21. RAILING, TYPICAL (BY OTHERS).
C22. EXISTING ASPHALT PAVEMENT.
C23. EXISTING CONCRETE PAVEMENT.
C24. F.D.O.T. TYPE "F" CURB (PER INDEX 520-001).
C25. F.D.O.T. PIPE GUIDE RAIL (ALUMINUM) WITH HANDRAIL (PER INDEX. 515-070).
C26. 4" THICK 3000 PSI CONCRETE FLUME.
C27. 3' CURB TRANSITION WITH 3 RAISED PAVEMENT MARKERS (YELLOW).
C28. PROVIDE FIRE DEPARTMENT REQUIRED BOLLARDS, SIGNAGE AND TRAFFIC MARKINGS.
C29. CONTRACTOR TO COORDINATE WITH ADJACENT PROPERTY OWNER FOR REMOVAL OF EXISTING FENCE/GATES AND REINSTALLATION AND/OR REPLACEMENT (STYLE AND TYPE TO MATCH EXISTING). (TO BE COMPLETED BY ADJACENT OWNER).
C30. MATCH EXISTING PAVEMENT.
C31. PROPOSED 15" UTILITY (FORCEMAIN) EASEMENT.

DATE	REVISIONS	BY	DESIGNED
07/31/2024	REVISED PER PORT AUTHORITY COMMENTS	CPN	GRC
09/10/2024	REVISED PER PORT AUTHORITY COMMENTS	CPN	GRC
01/16/2025	REVISED PER COCOA COMMENTS	MCK	GRC
12/30/2025	REVISED PER CCERP COMMENTS	JWM	GRC
11/24/2025	REVISED PER COCOA, CAPE CANAVERAL, AND F.D.E.P. COMMENTS	JWM	GRC
06/30/2025	REVISED PER CITY AND F.D.O.T. COMMENTS	JWM	GRC

CAPE CANAVERAL HOTEL
CONSTRUCTION PLANS
COLUMBIA ROAD
CAPE CANAVERAL, FLORIDA

FEG FLORIDA ENGINEERING GROUP
THOMAS & HUTTON

5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone 407-895-0324
Fax 407-895-0325
www.thomasandhutton.com

SITE GEOMETRY & STRIPING PLAN

DES SIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	JWM	GRC	GRC

20-034
1"=40'
SEPTEMBER 2024
C-7
SHEET 7 OF 29

20034_EASEMENT_EXHIBIT_3_SHEET.dwg

EXHIBIT "B"

Hotel Property

Brevard County Property Appraiser Account:2455936 Parcel ID:24-37-15-00-34 link 8955 Columbia Road

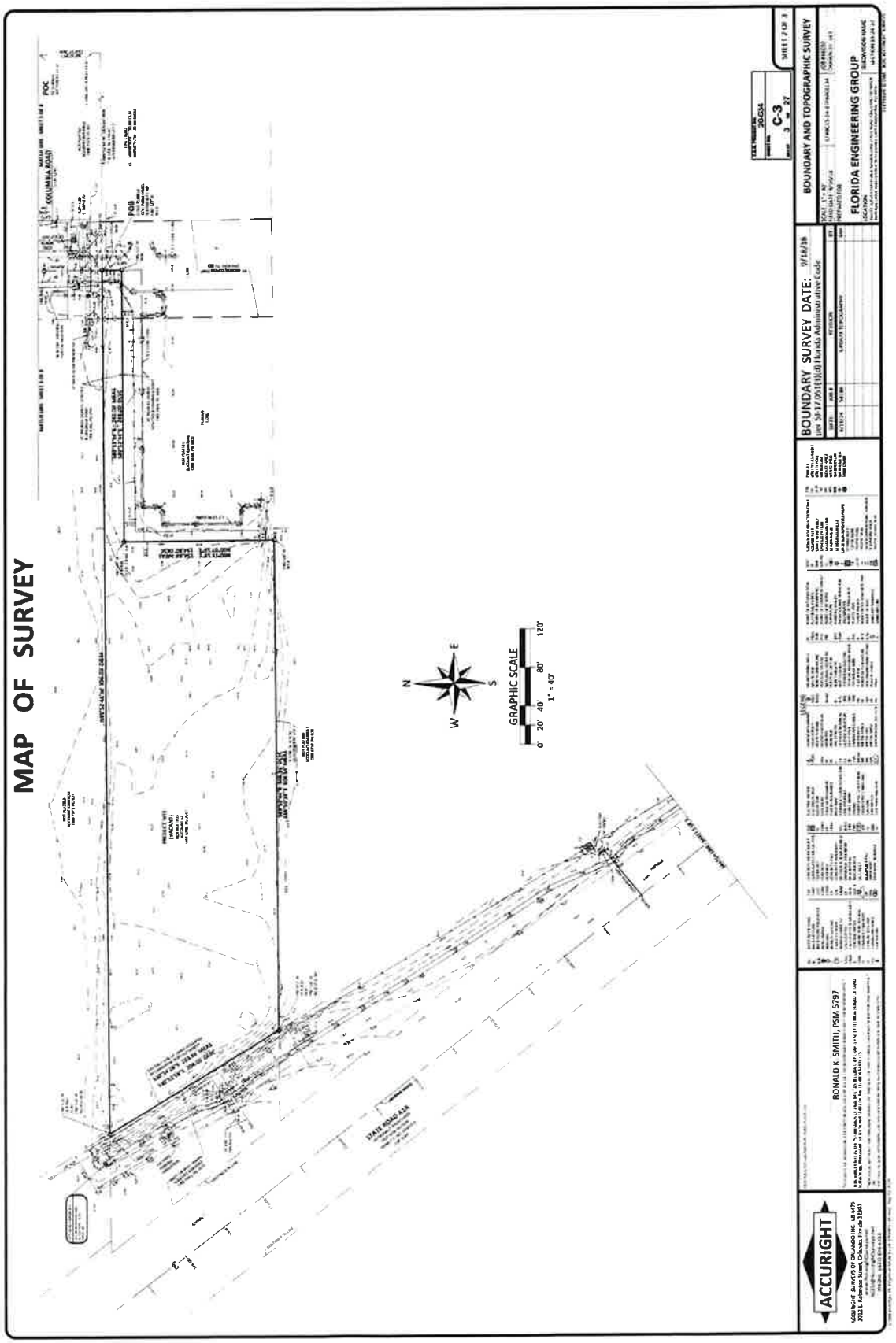


EXHIBIT "C"
Improvements

(33 pages to follow)

CAPE CANAVERAL HOTEL
CONSTRUCTION PLANS
8955 COLUMBIA ROAD
CAPE CANAVERAL, FLORIDA

S 15, T 24S, R 37E
PARCEL I.D. No. 24-37-15-00-34

OWNER/ APPLICANT: PORT HOSPITALITY GROUP, LLC
15260 NW 147th DRIVE, SUITE 100
ALACHUA, FL 32861
PHONE: (407) 644-6900

SURVEYOR: ACCURIGHT SURVEYS OF ORLANDO, INC.
2012 EAST ROBINSON STREET
ORLANDO, FL 32803
PHONE: (407) 894-6314
FAX: (407) 897-3777

GEOTECHNICAL: UNIVERSAL ENGINEERING SCIENCES
820 BREVARD AVENUE
ROCKLEDGE, FLORIDA 32955
PHONE: (321) 638-0808

PERMITTING AGENCIES
S.J.R.W.M.D.: ENVIRONMENTAL RESOURCE PERMIT
F.D.E.P.: WATER, WASTEWATER AND NPDES
CITY OF CAPE CANAVERAL: SITE PLAN APPROVAL
F.D.O.T.: DRAINAGE CONNECTION PERMIT
CITY OF COCOA: WATER

UTILITY COMPANIES

WATER:	(321) 433-8799	CITY OF COCOA
SEWER:	(321) 868-3308	CITY OF CAPE CANAVERAL
RECLAIM:	(321) 868-1240	CITY OF CAPE CANAVERAL
ELECTRIC:	(800) 868-9554	FPL-BREVARD
TELEPHONE:	(561) 997-0240	AT&T/DISTRIBUTION
GAS:	(321) 638-3424	FLORIDA CITY GAS
FIBER OPTIC	(321) 727-6451	BRIGHT HOUSE NETWORKS LLC BREVARD

SITE VICINITY MAP

NOT TO SCALE

PROJECT DESCRIPTION
TO CONSTRUCT A 6 STORY HOTEL (150 ROOMS) WITH AN UPPER LEVEL LARGE AREA WITH ASSOCIATED PARKING, STORMWATER AND UTILITY FACILITIES ON 2.39 ACRES OF LAND. THE STORMWATER SYSTEM WILL BE PROVIDED WITH PERVIOUS PAVERS, PERVIOUS CONCRETE, AND AGGREGATE TO COMPLY WITH THE REQUIREMENTS OF THE CITY OF CAPE CANAVERAL, ST.JOHNS RIVER WATER MANAGEMENT DISTRICT, AND FLORIDA DEPARTMENT OF TRANSPORTATION

PLAN INDEX

C-1	COVER SHEET
C-2	BOUNDARY AND TOPOGRAPHIC SURVEY (1 OF 3)
C-3	BOUNDARY AND TOPOGRAPHIC SURVEY (2 OF 3)
C-4	BOUNDARY AND TOPOGRAPHIC SURVEY (3 OF 3)
C-5	LEGEND, NOTES AND SPECIFICATIONS
C-6	SITE DEMOLITION AND STORMWATER POLLUTION PREVENTION PLAN
C-7	SITE GEOMETRY & STRIPING PLAN
C-8	SITE PAVING AND GRADING PLAN (1 OF 2)
C-9	SITE PAVING AND GRADING PLAN (2 OF 2)
C-10	DRAINAGE SYSTEM PLAN AND DETAILS
C-11	SITE UTILITY PLAN (1 OF 2)
C-12	SITE UTILITY PLAN (2 OF 2)
C-13	FORCEMAIN PLAN & PROFILE (1 OF 4)
C-14A	FORCEMAIN PLAN & PROFILE (2 OF 4)
C-14B	FORCEMAIN PLAN & PROFILE (3 OF 4)
C-14C	FORCEMAIN PLAN & PROFILE (4 OF 4)
C-15	SITE CONSTRUCTION DETAILS
C-16	CITY OF COCOA UTILITY DETAILS
C-17	BREVARD COUNTY UTILITY DETAILS
C-18	SITE CROSS SECTIONS (1 OF 2)
C-19	SITE CROSS SECTIONS (2 OF 2)
C-20	FIRE TRUCK PATH PLAN
C-21	LIFT STATION
C-22	COLUMBIA ROAD IMPROVEMENTS (1 OF 2)
C-23	COLUMBIA ROAD IMPROVEMENTS (2 OF 2)
L-1	SITE LANDSCAPE PLAN
L-2	SITE IRRIGATION PLAN

NOTE
1. THE PROPOSED HOTEL PROJECT WILL BE PRIVATELY OWNED AND MAINTAINED BY GROSVENOR PORT HOTEL, LLC
2. ALL WORK PREFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITIONS OF THE FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE UTILITY ACCOMMODATION MANUAL
3. ALL PROPOSED SURFACES SHALL BE GRADED TO DRAIN POSITIVELY TO ASSURE NO LOW POINTS HAVE BEEN CREATED, NO FLOODING TO ADJACENT PROPERTIES WILL OCCUR, SMOOTH SURFACES ARE MAINTAINED, AND NO STEEP OR UNUSUAL SLOPES ARE CREATED
4. THE CPA AND CCVFD SHALL BE CONTACTED PRIOR TO CONSTRUCTION ACTIVITIES. THE CPA SHALL BE CONTACTED TO LOCATE CPA FIBER ALONG COLUMBIA ROAD PRIOR TO CONSTRUCTION ACTIVITIES. A MOT PLAN SHALL BE SUBMITTED TO CPA FOR APPROVAL PRIOR TO THE CONSTRUCTION OF THE TURN LANE AND STRIPING ON COLUMBIA ROAD

FEG FLORIDA ENGINEERING GROUP
now part of
THOMAS & HUTTON

5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325
www.thomasandhutton.com

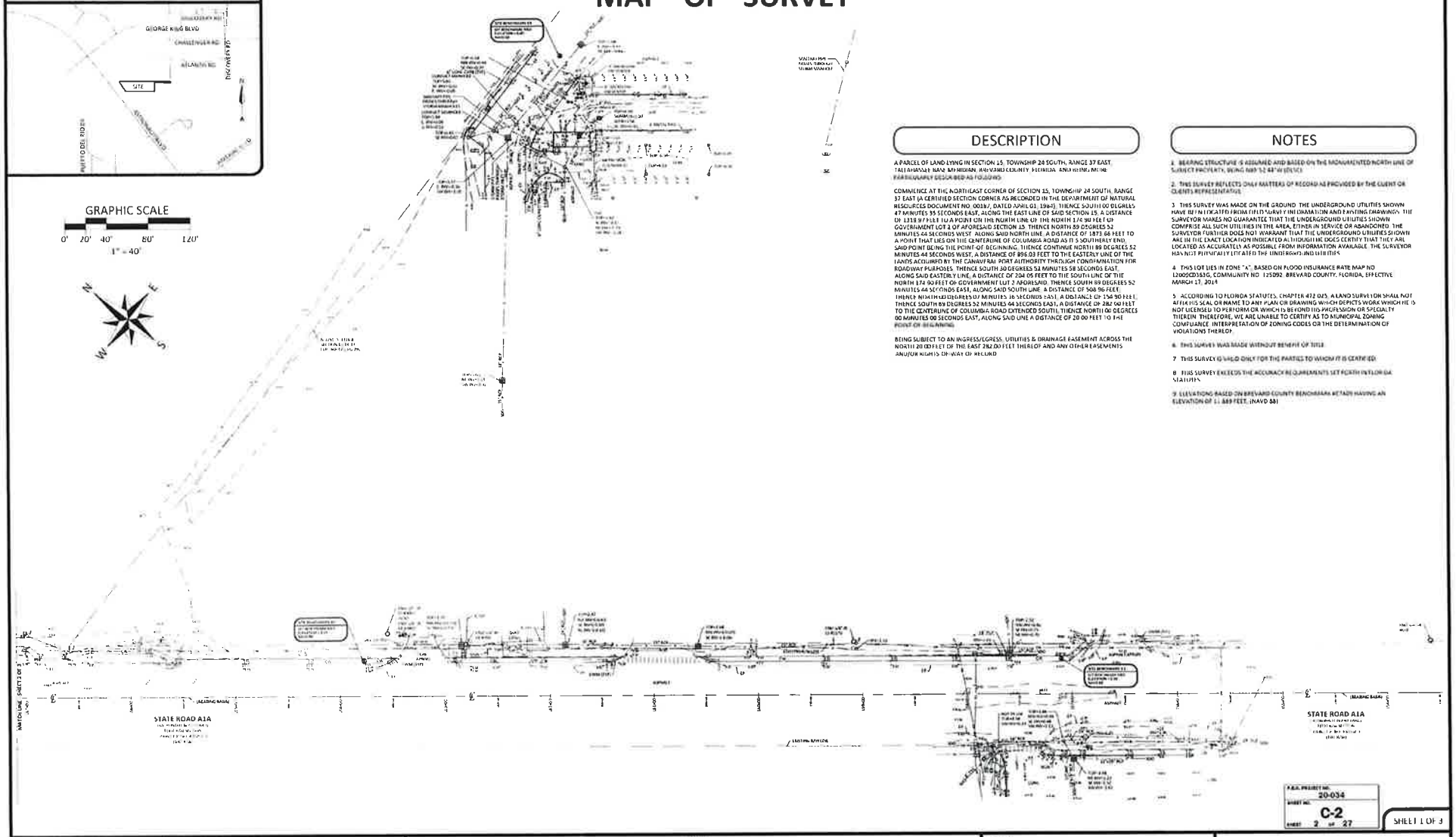
MAP OF SURVEY

VICINITY MAP (NOT TO SCALE)

GRAPHIC SCALE

0' 20' 40' 80' 120'

1" = 40'



DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 24 SOUTH, RANGE 37 EAST, TALLAHASSEE BASE MERIDIAN, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 24 SOUTH, RANGE 37 EAST (A CERTIFIED SECTION CORNER AS RECORDED IN THE DEPARTMENT OF NATURAL RESOURCES DOCUMENT NO. 00187, DATED APRIL 01, 1984). THENCE SOUTH 00 DEGREES 47 MINUTES 35 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 1318.97 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 1/2 OF THE GOVERNMENT LOT 2 OF AFORESAID SECTION 15. THENCE NORTH 89 DEGREES 52 MINUTES 44 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 1873.66 FEET TO A POINT THAT LIES ON THE CENTERLINE OF COLUMBIA ROAD AS IT'S SOUTHERLY END, SAID POINT BEING THE POINT OF BEGINNING. THENCE CONTINUE NORTH 89 DEGREES 52 MINUTES 44 SECONDS WEST, A DISTANCE OF 896.03 FEET TO THE EASTERLY LINE OF THE LANDS ACQUIRED BY THE CANAVERAL PORT AUTHORITY THROUGH CONFIRMATION FOR ROADWAY PURPOSES. THENCE SOUTH 30 DEGREES 52 MINUTES 58 SECONDS EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 204.05 FEET TO THE SOUTH LINE OF THE NORTH 174.90 FEET OF GOVERNMENT LOT 2 AFORESAID. THENCE SOUTH 89 DEGREES 52 MINUTES 44 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 508.96 FEET. THENCE NORTH 00 DEGREES 07 MINUTES 16 SECONDS EAST, A DISTANCE OF 156.90 FEET. THENCE SOUTH 89 DEGREES 52 MINUTES 44 SECONDS EAST, A DISTANCE OF 262.50 FEET TO THE CENTERLINE OF COLUMBIA ROAD EXTENDED SOUTH. THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

BEING SUBJECT TO AN INGRESS/EGRESS, UTILITIES & DRAINAGE EASEMENT ACROSS THE NORTH 20.00 FEET OF THE EAST 262.00 FEET THEREOF AND ANY OTHER EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.

NOTES

1. BEARING STRUCTURE IS ASSUMED AND BASED ON THE MONUMENTED NORTH LINE OF SUBJECT PROPERTY, BEING N89°52'44"W (ESTC)

2. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR CLIENTS REPRESENTATIVE.

3. THIS SURVEY WAS MADE ON THE GROUND. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

4. THIS LOT LIES IN ZONE "A", BASED ON FLOOD INSURANCE RATE MAP NO 12009C0363G, COMMUNITY NO. 125092, BREVARD COUNTY, FLORIDA, EFFECTIVE MARCH 17, 2014

5. ACCORDING TO FLORIDA STATUTES, CHAPTER 472.025, A LAND SURVEYOR SHALL NOT AFFIX HIS SEAL OR NAME TO ANY PLAN OR DRAWING WHICH DEPICTS WORK WHICH HE IS NOT LICENSED TO PERFORM OR WHICH IS BEYOND HIS PROFESSION OR SPECIALTY THEREIN. THEREFORE, WE ARE UNABLE TO CERTIFY AS TO MUNICIPAL ZONING COMPLIANCE, INTERPRETATION OF ZONING CODES OR THE DETERMINATION OF VIOLATIONS THEREOF.

6. THIS SURVEY WAS MADE WITHOUT BENEFIT OF TITLE

7. THIS SURVEY IS VALID ONLY FOR THE PARTIES TO WHOM IT IS CERTIFIED

8. THIS SURVEY EXCEEDS THE ACCURACY REQUIREMENTS SET FORTH IN FLORIDA STATUTES

9. ELEVATIONS BASED ON BREVARD COUNTY BENCHMARK RETADS HAVING AN ELEVATION OF 11.889 FEET. (NAVD 88)

F.E.G. PROJECT NO. 20-034
SHEET NO. C-2
SHEET 2 OF 27

SHEET 1 OF 3

ACCURIGHT

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ACCU@AccurightSurveys.net
PHONE: (407) 894 6314

REVISED BY ACCURIGHT SURVEYS OF ORLANDO, INC.

RONALD K. SMITH, PSM 5797

This piece of equipment prepared under the supervision of Accuright Surveys of Orlando, Inc.

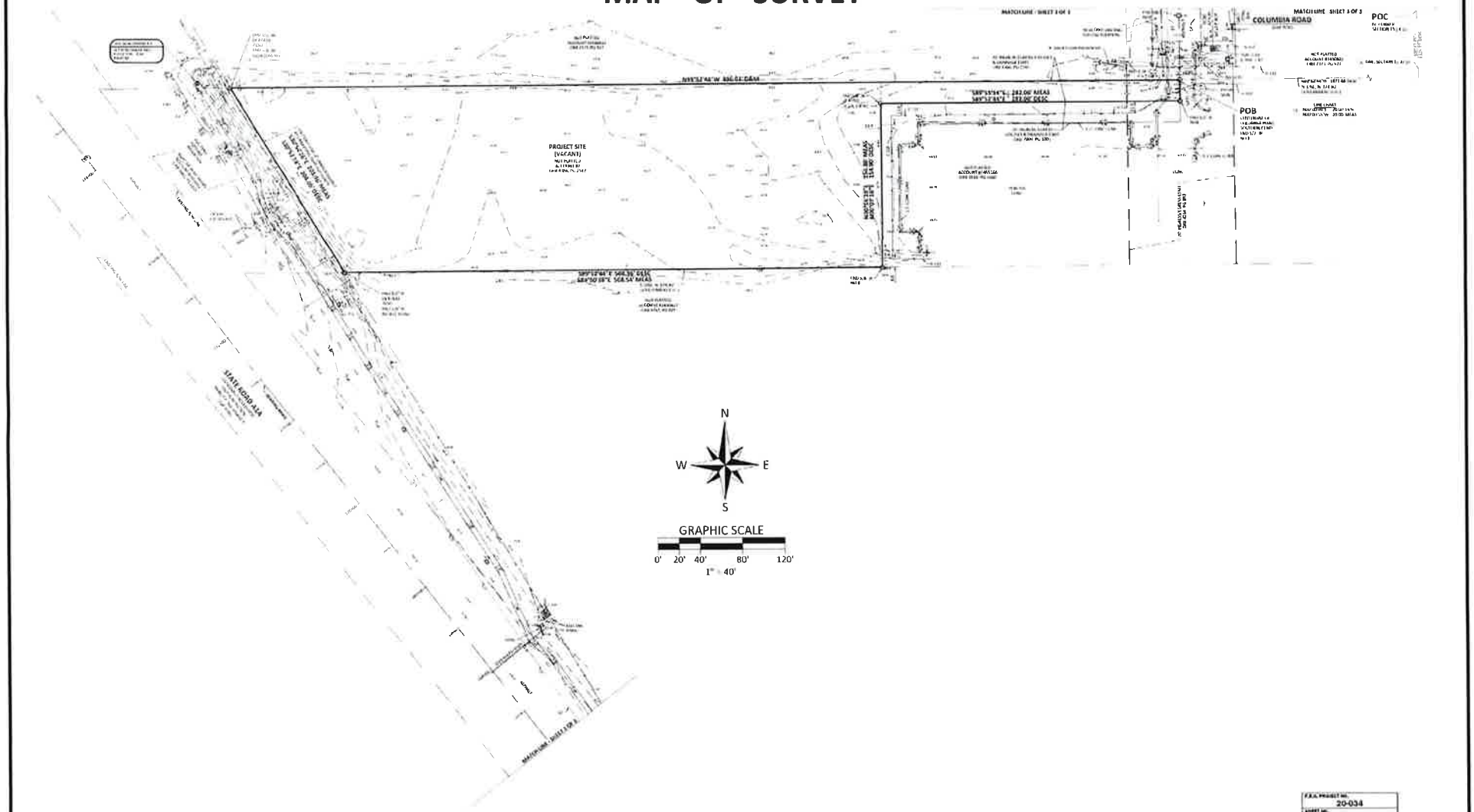
This survey is not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.

This survey meets the standards of practice set forth by the Florida Board of Professional Surveyors and Mappers.

LEGEND

| | | |

MAP OF SURVEY



F.E.G. PROJECT NO. 20-034
SHEET NO. C-3
SHEET 3 OF 27

SHEET 2 OF 3

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RONALD K. SMITH, PSM 5797

THIS SURVEY MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 61G17 FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO 472.027 OF THE FLORIDA STATUTES

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER" OR

THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

LEGEND

BOUNDARY SURVEY DATE: 9/18/18
per 5J-17.051(3)(d) Florida Administrative Code

DATE	JOB #	REVISION	BY
4/16/24	56186	UPDATE TOPOGRAPHY	GAM

BOUNDARY AND TOPOGRAPHIC SURVEY

SCALE: 1" = 40'
FIELD DATE: 9/18/18
CHARGES 24 EFFANCELIM
JOB #56186
DRAWN BY: GET

PREPARED FOR:

FLORIDA ENGINEERING GROUP

LOCATION
ROUTE SURVEY FOR FUTURE PROJECT ALONG A1A FROM ABOUT 1/4 MILE NORTH OF COLUMBIA ROAD TO APPROXIMATELY 1/4 MILE SOUTH OF COLUMBIA ROAD, CITY OF FLORAL CITY, FLORIDA

SUBDIVISION NAME
SECTION 15 24 37

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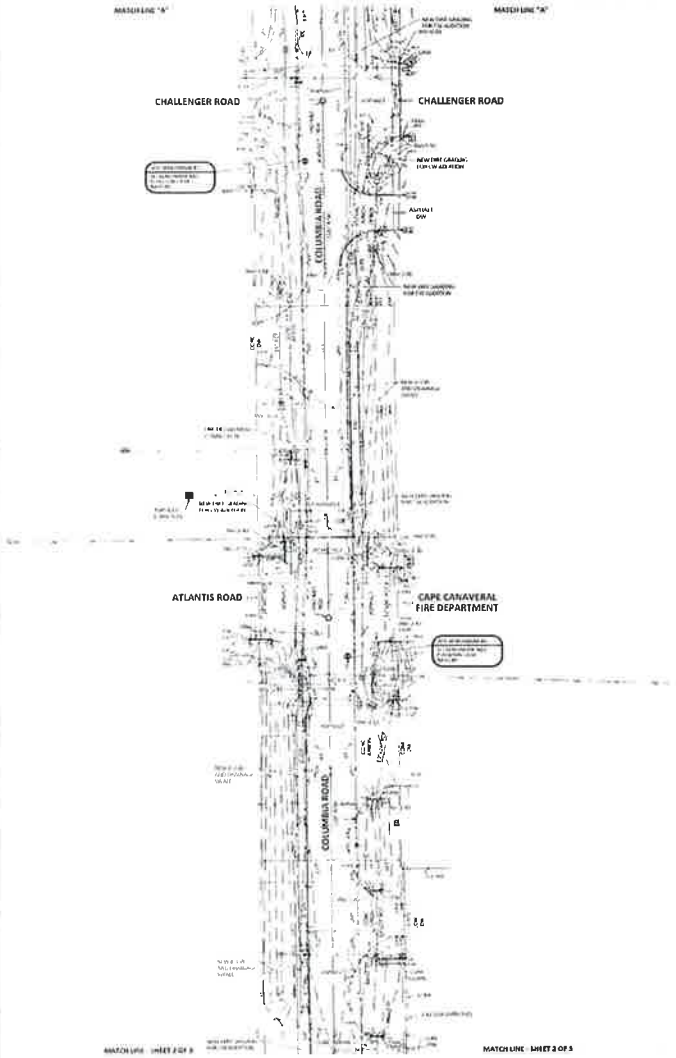
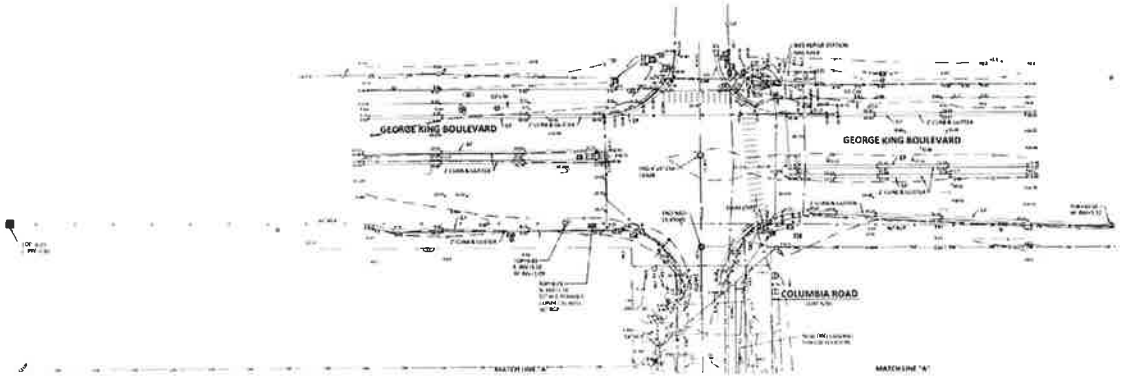
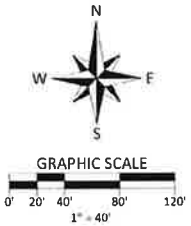
MAP OF SURVEY







P.E.S. PROJECT NO. 20-034
SHEET NO. C-4
SHEET 4 OF 27

SHEET 3 OF 3

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RONALD K. SMITH, PSM 5797

THIS SURVEY MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 5J-17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES

LEGEND

BOUNDARY SURVEY DATE: 9/18/18
per 5J-17.051(3)(d) Florida Administrative Code

DATE	JOB #	REVISION	BY
6/19/24	56184	UPDATE TOPOGRAPHY	SJM

BOUNDARY AND TOPOGRAPHIC SURVEY

SCALE 1" = 40'
FIELD DATE 9/18/18
CFBGCS 24 & PARCEL 34
JOB # 56184
DRAWN BY SJM

PREPARED FOR:
FLORIDA ENGINEERING GROUP

LOCATION:
SUBDIVISION NAME:
SECTION 15-24-37

GENERAL NOTES:

GEOMETRY NOTES:

MARKING, STRIPING, & SIGNAGE NOTES:

PAVING, GRADING, & DRAINAGE NOTES:

EROSION CONTROL NOTES:

WATER & SEWER UTILITY NOTES:

F.D.E.P. CONSTRUCTION NOTES:

MATERIAL SPECIFICATIONS:

CONCRETE CONSTRUCTION NOTES:

LEGEND

SITE

GRADING & DRAINAGE

UTILITY

DATE	REVISIONS	BY	CHKD
06/18/2025	REVISED PER PORT AUTHORITY COMMENTS	CPH	GRC
09/19/2025	REVISED PER PORT AUTHORITY COMMENTS	CPH	GRC
09/16/2025	REVISED PER ECOSA COMMENTS	RSA	GRC
12/22/2025	REVISED PER CLERK COMMENTS	JWM	GRC
12/24/2025	REVISED PER ECOSA, CAPE CANAVERAL, AND F.D.E.P. COMMENTS	JWM	GRC
09/15/2025	REVISED PER CITY AND F.D.O.T. COMMENTS	JWM	GRC

CAPE CANAVERAL HOTEL
CONSTRUCTION PLANS
COLUMBIA ROAD
CAPE CANAVERAL, FLORIDA

FEG FLORIDA ENGINEERING GROUP
DIVISION OF THOMAS & HUTTON

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Orlando FL 32809
Phone 407-895-0324
Fax 407-895-0325

www.thomasandhutton.com

LEGEND, NOTES AND SPECIFICATIONS

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	JWM	GRC	GRC

20-034
AS SHOWN
SEPTEMBER 2024
C-5
5 OF 27

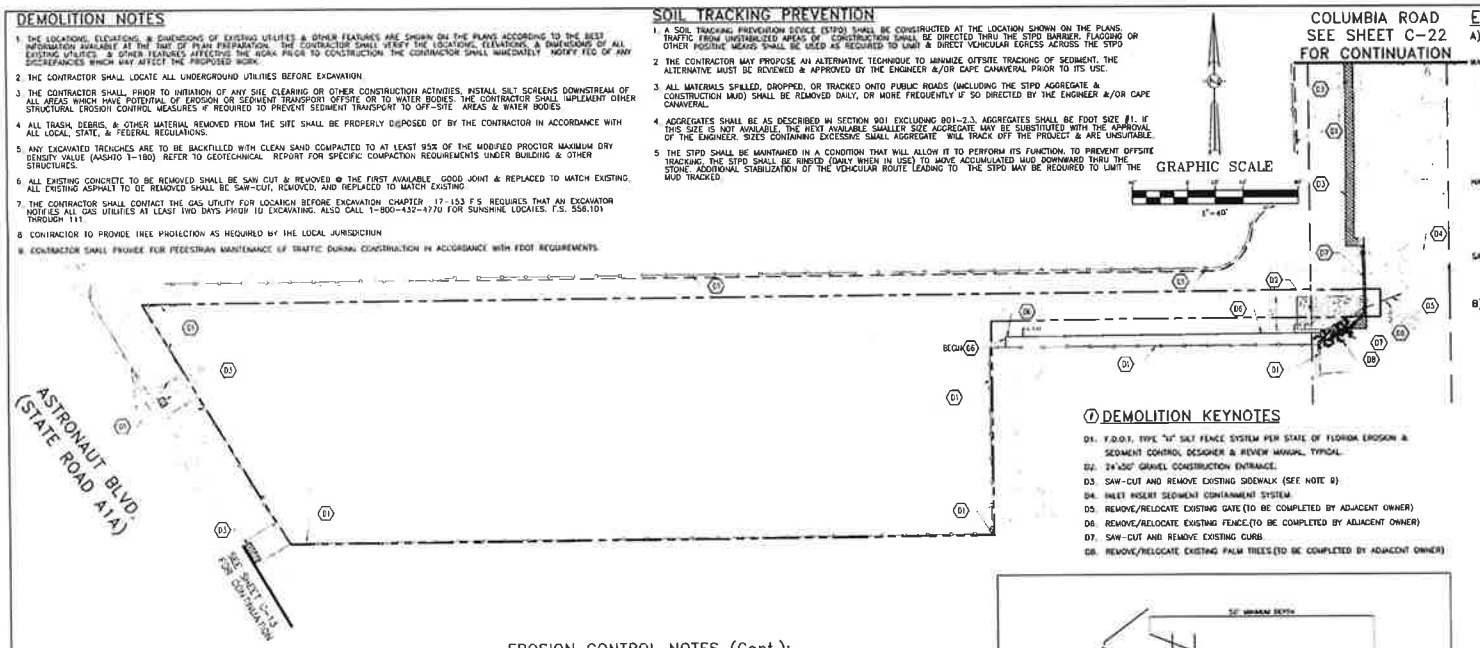
STATE OF FLORIDA

DEMOLITION NOTES

1. THE LOCATIONS, ELEVATIONS, & DIMENSIONS OF EXISTING UTILITIES & OTHER FEATURES ARE SHOWN ON THE PLANS ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PLAN PREPARATION. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, & DIMENSIONS OF ALL EXISTING UTILITIES & OTHER FEATURES AFFECTING THE WORK PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY ENG OF ANY DISCREPANCIES WHICH MAY AFFECT THE PROPOSED WORK.
2. THE CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES BEFORE EXCAVATION.
3. THE CONTRACTOR SHALL, PRIOR TO INITIATION OF ANY SITE CLEARING OR OTHER CONSTRUCTION ACTIVITIES, INSTALL SILT SCREENS DOWNSTREAM OF ALL AREAS WHICH HAVE POTENTIAL OF EROSION OR SEDIMENT TRANSPORT OFFSITE OR TO WATER BODIES. THE CONTRACTOR SHALL IMPLEMENT OTHER STRUCTURAL EROSION CONTROL MEASURES IF REQUIRED TO PREVENT SEDIMENT TRANSPORT TO OFF-SITE AREAS & WATER BODIES.
4. ALL TRASH, DEBRIS, & OTHER MATERIAL REMOVED FROM THE SITE SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR IN ACCORDANCE WITH ALL LOCAL, STATE, & FEDERAL REGULATIONS.
5. ANY EXCAVATED TRENCHES ARE TO BE BACKFILLED WITH CLEAN SAND COMPACTED TO AT LEAST 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY VALUE (AASHTO T-180). REFER TO GEOTECHNICAL REPORT FOR SPECIFIC COMPACTION REQUIREMENTS UNDER BUILDING & OTHER STRUCTURES.
6. ALL EXISTING CONCRETE TO BE REMOVED SHALL BE SAW CUT & REMOVED @ THE FIRST AVAILABLE, GOOD JOINT & REPLACED TO MATCH EXISTING. ALL EXISTING ASPHALT TO BE REMOVED SHALL BE SAW-CUT, REMOVED, AND REPLACED TO MATCH EXISTING.
7. THE CONTRACTOR SHALL CONTACT THE GAS UTILITY FOR LOCATION BEFORE EXCAVATION. CHAPTER 177-153 F.S. REQUIRES THAT AN EXCAVATOR NOTIFIES ALL GAS UTILITIES AT LEAST TWO DAYS PRIOR TO EXCAVATING. ALSO CALL 1-800-432-4770 FOR SUNSHINE LOCATES. F.S. 556.101 THROUGH 111.
8. CONTRACTOR TO PROVIDE TREE PROTECTION AS REQUIRED BY THE LOCAL JURISDICTION.
9. CONTRACTOR SHALL PROVIDE FOR PEDESTRIAN MAINTENANCE OF TRAFFIC DURING CONSTRUCTION IN ACCORDANCE WITH FDOT REQUIREMENTS.

SOIL TRACKING PREVENTION

1. A SOIL TRACKING PREVENTION DEVICE (STPD) SHALL BE CONSTRUCTED AT THE LOCATION SHOWN ON THE PLANS. TRAFFIC FROM UNSTABILIZED AREAS OF CONSTRUCTION SHALL BE DIRECTED THRU THE STPD BARRIER. FLAGGING OR OTHER POSITIVE MEANS SHALL BE USED AS REQUIRED TO LIMIT & DIRECT VEHICULAR EGRESS ACROSS THE STPD.
2. THE CONTRACTOR MAY PROPOSE AN ALTERNATIVE TECHNIQUE TO MINIMIZE OFFSITE TRACKING OF SEDIMENT. THE ALTERNATIVE MUST BE REVIEWED & APPROVED BY THE ENGINEER &/OR CAPE CANAVERAL PRIOR TO ITS USE.
3. ALL MATERIALS SPILLED, DROPPED, OR TRACKED ONTO PUBLIC ROADS (INCLUDING THE STPD AGGREGATE & CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENTLY IF SO DIRECTED BY THE ENGINEER &/OR CAPE CANAVERAL.
4. AGGREGATES SHALL BE AS DESCRIBED IN SECTION 901 EXCLUDING 901-2.3. AGGREGATES SHALL BE FOOT SIZE #1. IF THIS SIZE IS NOT AVAILABLE, THE NEXT AVAILABLE SMALLER SIZE AGGREGATE MAY BE SUBSTITUTED WITH THE APPROVAL OF THE ENGINEER. SIZES CONTAINING EXCESSIVE SMALL AGGREGATE WILL TRACK OFF THE PROJECT & ARE UNSUITABLE.
5. THE STPD SHALL BE MAINTAINED IN A CONDITION THAT WILL ALLOW IT TO PERFORM ITS FUNCTION. TO PREVENT OFFSITE TRACKING, THE STPD SHALL BE RINSED (DAILY WHEN IN USE) TO MOVE ACCUMULATED MUD DOWNWARD THRU THE STONE. ADDITIONAL STABILIZATION OF THE VEHICULAR ROUTE LEADING TO THE STPD MAY BE REQUIRED TO LIMIT THE MUD TRACKED.



⑦ DEMOLITION KEYNOTES

D1. F.D.O.T. TYPE "A" SILT FENCE SYSTEM PER STATE OF FLORIDA EROSION & SEDIMENT CONTROL DESIGNER & REVIEW MANUAL. TYPICAL.
D2. 24'x50' GRAVEL CONSTRUCTION ENTRANCE.
D3. SAW-CUT AND REMOVE EXISTING SIDEWALK (SEE NOTE 8)
D4. INLET INSERT SEDIMENT CONTAINMENT SYSTEM.
D5. REMOVE/RELOCATE EXISTING GATE (TO BE COMPLETED BY ADJACENT OWNER)
D6. REMOVE/RELOCATE EXISTING FENCE (TO BE COMPLETED BY ADJACENT OWNER)
D7. SAW-CUT AND REMOVE EXISTING CURB.
D8. REMOVE/RELOCATE EXISTING PALM TREES (TO BE COMPLETED BY ADJACENT OWNER)

EROSION CONTROLS FOR NON STORMWATER DISCHARGES:

A) WASTE DISPOSAL:

WASTE MATERIAL:
ALL WASTE MATERIAL WILL BE COLLECTED AND STORED IN A METAL DUMPSTER WHICH WILL BE MAINTAINED BY A LICENSED SOLID WASTE MANAGEMENT COMPANY IN CAPE CANAVERAL. THE DUMPSTER WILL MEET ALL LOCAL, STATE AND FEDERAL REGULATIONS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE WILL BE DEPOSITED IN THE DUMPSTER. THE DUMPSTER WILL BE EMPTIED AS OFTEN AS NECESSARY TO NOT CAUSE ON-SITE DISPOSAL OF WASTE. THE TRASH WILL BE HAULED TO AN APPROVED BREVARD COUNTY LANDFILL. NO CONSTRUCTION WASTE OR UNSUITABLE MATERIAL WILL BE BURIED ONSITE. ALL PERSONNEL WILL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR WASTE DISPOSAL. NOTICES STATING THESE PRACTICES WILL BE POSTED AT THE SUPERINTENDENT CONSTRUCTION TRAILER. THE INDIVIDUAL RESPONSIBLE FOR MANAGING THIS TASK WILL BE IDENTIFIED BY THE CONTRACTOR.

HAZARDOUS WASTE:
ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN ACCORDANCE WITH THE APPLICABLE LOCAL, STATE & FEDERAL REGULATIONS. ALL PERSONNEL WILL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR HAZARDOUS WASTE DISPOSAL. NOTICES STATING THESE PRACTICES WILL BE POSTED AT THE SUPERINTENDENT CONSTRUCTION TRAILER. THE INDIVIDUAL RESPONSIBLE FOR MANAGING THIS TASK WILL BE IDENTIFIED BY THE CONTRACTOR.

SANITARY WASTE:
ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS A MINIMUM OF THREE TIMES PER WEEK BY A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR AS REQUIRED BY LOCAL REGULATION.

B) OFFSITE VEHICLE TRACKING:

A GRAVEL CONSTRUCTION ENTRANCE HAS BEEN PROVIDED TO HELP REDUCE VEHICLE TRACKING OF SEDIMENTS. THE PAVED STREET ADJACENT TO THE SITE ENTRANCE WILL BE SWEPT DAILY TO REMOVE ANY EXCESS MUD, DIRT OR ROCK TRACKED FROM THE SITE. DUMP TRUCKS HAULING MATERIAL FROM THE CONSTRUCTION SITE WILL BE COVERED WITH A TARPAULIN.

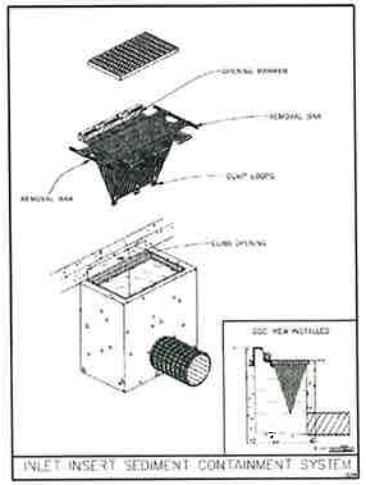


Figure V-18. Illustration of an Inlet Insert Sediment Containment System

EROSION CONTROL SITE DESCRIPTION NOTES:

1. THE PROPOSED CONSTRUCTION ACTIVITY WILL ENTAIL CLEARING AND GRUBBING ACTIVITIES ON OF A 2.39 ACRE SITE LOCATED AT STATE ROAD A-1-A & COLUMBIA ROAD TO BUILD A HOTEL AND ITS ASSOCIATED PARKING, DRAINAGE & UTILITIES.
2. THE SEQUENCE OF SOILS DISTURBANCE ACTIVITY IS AS FOLLOWS:
   A. INSTALL SILT FENCE AS SHOWN ON THE PLANS & PROVIDE TREE PROTECTION ON SITE, IF APPLICABLE.
   B. CLEAR & GRUB THE AREA TO BE DISTURBED.
   C. PLACE FILL ON-SITE TO BRING THE SITE UP TO THE PROPOSED GRADES.
   D. BEGIN COMPACTION / STABILIZATION PROCESS.
3. THE TOTAL SITE AREA IS 2.39 ACRES AND THE AREA TO BE DISTURBED IS APPROXIMATELY 5.75 ACRES.
4. THE EXISTING SOIL & SB-TURNBULL AND RIOMAR FINE SAND, HSG: D, THE QUALITY OF THE STORMWATER DISCHARGE IS CONSISTENT WITH THE RUNOFF GENERATED BY THE COMMERCIAL SITE.
5. THE TOTAL DRAINAGE AREA FOR THE PROJECT IS APPROXIMATELY 5.75 ACRES.
6. THE LATITUDE & LONGITUDE FOR THE DISCHARGE POINTS IS LAT. N 28° 24' 07" N, LONG: W 80° 38' 54"W THE RECEIVING WATER BODY IS THE ON-SITE STORMWATER SYSTEM DESIGNED TO RECEIVE STORMWATER RUNOFF FROM THE SITE & THEN EVENTUALLY DISCHARGE TO THE BANANA RIVER.
7. WASTE DISPOSAL SHALL BE IMPLEMENTED IN ACCORDANCE WITH LOCAL, STATE & FEDERAL REGULATIONS. ALL TRUCKS EXITING THE SITE WILL BE HOSED. ITS LOAD COVERED AND THE COVER PROPERLY SECURED. THE LEACHING, APPLICATION, GENERATION & MIGRATION OF ALL FERTILIZERS, HERBICIDES, PESTICIDES & TOXIC MATERIAL SHALL BE IN ACCORDANCE W/ LOCAL, STATE & FEDERAL REGULATIONS.
8. CONTRACTOR SHALL IDENTIFY THE INDIVIDUAL(S) RESPONSIBLE FOR THE WEEKLY & REQUIRED INSPECTIONS. A REPORTING SYSTEM EMPLOYING THE ITEMS TO BE INSPECTED & THEIR CONDITION SHOULD BE DOCUMENTED & PLACED IN A DEDICATED FILING SYSTEM THAT WILL REMAIN ON THE PROJECT SITE, ACCESSIBLE TO THE CONSTRUCTION TEAM & TO THE F.D.E.P. INSPECTORS.
9. INSPECTIONS: CONSTRUCTION SITE WILL BE INSPECTED FOR EROSION PROBLEMS DAILY AND AFTER AFTER EACH RAINFALL GREATER THAN 0.5 INCH. A RAIN GAUGE WILL BE ON SITE TO MEASURE THE RAINFALL AMOUNT.

EROSION CONTROL NOTES:

1. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, & LOCAL CODES, ORDINANCES, & REGULATIONS GOVERNING POLLUTION OF THE ENVIRONMENT & SHALL IMPLEMENT ALL MEASURES NEEDED TO ENSURE ADEQUATE EROSION & SEDIMENT CONTROL DURING THE ENTIRE DURATION OF CONSTRUCTION. EROSION & SEDIMENT CONTROL MEASURES SHALL CONFORM TO CAPE CANAVERAL, ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, & FLORIDA DEPARTMENT OF TRANSPORTATION REQUIREMENTS. INSTALLATION OF SILT FENCES & TURBIDITY BARRIERS SHALL BE IN ACCORDANCE WITH F.D.O.T. ROADWAY & TRAFFIC DESIGN STANDARDS & STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, LATEST EDITION. EROSION & SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO OR AS THE FIRST STEP IN CONSTRUCTION.

EROSION CONTROL NOTES (Cont.):

2. EROSION & SEDIMENT CONTROL MEASURES ARE TO BE APPLIED AS A PERIMETER DEFENSE AGAINST THE TRANSPORTATION OF SILT & SEDIMENTS OFF THE PROJECT SITE OR INTO ADJACENT WATER BODIES OR WETLANDS. THE CONTRACTOR SHALL PREPARE & IMPLEMENT AN EROSION CONTROL PLAN AS PART OF THE SCOPE OF WORK CONTRED BY THESE PLANS. THE CONTRACTOR SHALL USE BEST MANAGEMENT PRACTICES IN CONTROLLING EROSION & SEDIMENT TRANSPORT DURING CONSTRUCTION. THE FLORIDA DEVELOPMENT MANUAL "A GUIDE TO SOUND LAND & WATER MANAGEMENT" MAY BE USED AS REFERENCE FOR RECOMMENDED BEST MANAGEMENT PRACTICES RELATED TO EROSION & SEDIMENT CONTROL.
3. THE CONTRACTOR SHALL SUBMIT THE EROSION CONTROL PLAN TO THE OWNER FOR APPROVAL PRIOR TO THE PRE-CONSTRUCTION MEETING.
4. ALL EROSION & SEDIMENT CONTROL MEASURES WHICH ARE NECESSARY TO LIMIT THE TRANSPORT OF SILTS & SEDIMENTS TO OUTSIDE THE LIMITS OF THE WORK AREA OR TO WATER BODIES OR WETLANDS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
5. THE CONTRACTOR SHALL PROVIDE BEST MANAGEMENT PRACTICES & IMPLEMENT STRUCTURAL MEASURES AS NEEDED TO PREVENT EROSION & SEDIMENT TRANSPORT FROM THE WORK AREAS. THE FOLLOWING ARE MINIMUM RECOMMENDED GUIDELINES TO BE IMPLEMENTED DURING CONSTRUCTION AS PART OF THE EROSION & SEDIMENT CONTROL PLAN:

A. STOCKPILING OF MATERIAL
NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE OR INTO ANY ADJACENT WATER BODY OR STORMWATER COLLECTION FACILITY.

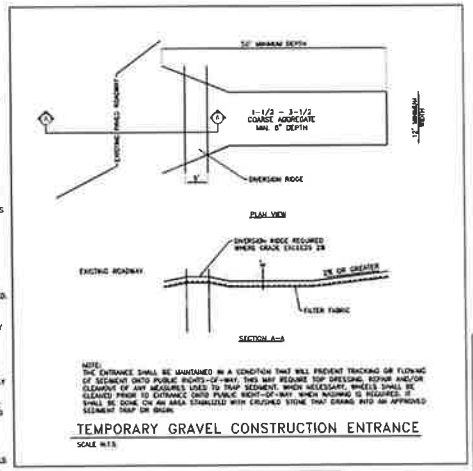
B. EXPOSED AREA LIMITATION & PROTECTION
THE SURFACE AREA OF OPEN, RAIN ERODIBLE SOIL EXPOSED BY CLEARING & GRUBBING OPERATIONS OR EXCAVATION & FILLING OPERATIONS SHALL BE LIMITED AS NEEDED TO MINIMIZE THE POTENTIAL OF OFF-SITE SEDIMENT TRANSPORT. ALL EXPOSED AREAS SHALL BE PROTECTED BY INSTALLING EFFECTIVE EROSION & SEDIMENT CONTROL MEASURES SUCH AS SILT SCREENS, SYNTHETIC BALES, TURBIDITY BARRIERS, SWALES, OR A COMBINATION OF THESE & OTHER MEASURES AS WARRANTED.

C. INLET PROTECTION
INLETS & CATCH BASINS SHALL BE PROTECTED DURING CONSTRUCTION FROM SEDIMENT LADEN STORMWATER RUNOFF BY PROVIDING A COMBINATION OF SILT SCREENS, SYNTHETIC BALES, FILTER FABRIC COVERS OR OTHER MEASURES AS NECESSARY TO CONTROL THE TRANSPORT OF SEDIMENT.

D. TEMPORARY GRASSING
AREAS DISTURBED BY CONSTRUCTION OPERATIONS THAT ARE NOT ANTICIPATED TO BE DRESSED OR RECEIVE FINAL GRASSING TREATMENT WITHIN THIRTY DAYS SHALL BE SEEDED WITH A QUICK GROWING GRASS SPECIES WHICH WILL PROVIDE AN EARLY COVER DURING THE SEASON IN WHICH IT IS PLANTED. TEMPORARY SEEDING SHALL BE CONTROLLED AS TO NOT ALTER OR CONFLICT WITH PERMANENT GRASSING. SLOPES STEEPER THAN 6:1 SHALL ADDITIONALLY RECEIVE MULCHING OF APPROXIMATELY 2 INCHES OF LOOSE MEASURE OF MULCH MATERIAL CUT INTO THE SOIL OF THE SEEDED AREA TO A DEPTH OF 4 INCHES. THE SEEDED OR SEEDED & MULCHED AREAS SHALL BE ROLLED & WATERED AS NEEDED TO ENSURE OPTIMUM GROWING CONDITIONS FOR THE ESTABLISHMENT OF A GOOD GRASS COVER. IF AFTER 14 DAYS, THE TEMPORARY GRASSED AREAS HAVE NOT ATTAINED A MINIMUM OF 75% OF GOOD GRASS COVER, THE AREAS WILL BE REWORKED & ADDITIONAL SEED APPLIED TO ESTABLISH THE DESIRED VEGETATION COVER. REWORKED & ADDITIONAL SEED APPLIED.

E. MAINTENANCE
EROSION & SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED DURING THE ENTIRE DURATION OF CONSTRUCTION. THE CONTRACTOR SHALL INSPECT THE EROSION & CONTROL MEASURES ON A WEEKLY BASIS & 24 HOURS FOLLOWING RAINFALL EVENTS (0.5" OR GREATER) & IMMEDIATELY REPAIR ANY OBSERVED DAMAGED CONTROLS. ALL EROSION & SEDIMENT CONTROLS SHALL BE MAINTAINED AS TO FUNCTION PROPERLY WITHOUT THE TRANSPORT OF SEDIMENTS OUTSIDE THE LIMITS OF THE PROJECT.

6. APPROXIMATE SLOPES AFTER MAJOR GRADING VARIES BETWEEN 0.5% TO 8.33% MAXIMUM SLOPES ARE FOUND @ THE DRIVEWAY & THEY RANGE BETWEEN 2% TO 6.0%.
7. AREAS OF SOILS DISTURBANCE IS LIMITED TO THE AREA WITHIN THE SILT FENCE LIMITS AS SHOWN ON THIS PLAN.
8. ALL PERVIOUS AREAS WILL BE SODDED, UNLESS OTHERWISE NOTED.
9. NO WETLANDS & SURFACE WATERS EXIST ON THIS PROJECT.



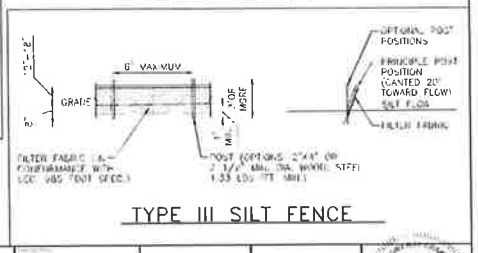
NOTE:
THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY. WHEN WASHING IS REQUIRED IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR BASIN.

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE

SCALE N.T.S.

PLAN LEGEND

- SAW CUT & REMOVE EXISTING ASPHALT & CONCRETE IN HATCHED AREAS.
- GRAVEL CONSTRUCTION ENTRANCE
- SILT FENCE EROSION CONTROL BARRIER



TYPE III SILT FENCE

DATE	REVISIONS	BY	CHKD
08/19/2024	REVISED PER PORT AUTHORITY COMMENTS	CPH	GRC
09/10/2024	REVISED PER PORT AUTHORITY COMMENTS	CPH	GRC
01/16/2024	REVISED PER EDCOR COMMENTS	MCA	GRC
12/22/2025	REVISED PER CLIENT COMMENTS	JWM	GRC
11/24/2025	REVISED PER EDCOR, CAPE CANAVERAL, AND F.D.E.P. COMMENTS	JWM	GRC
09/30/2025	REVISED PER CITY AND F.D.O.T. COMMENTS	JWM	GRC

CAPE CANAVERAL HOTEL
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COLUMBIA ROAD
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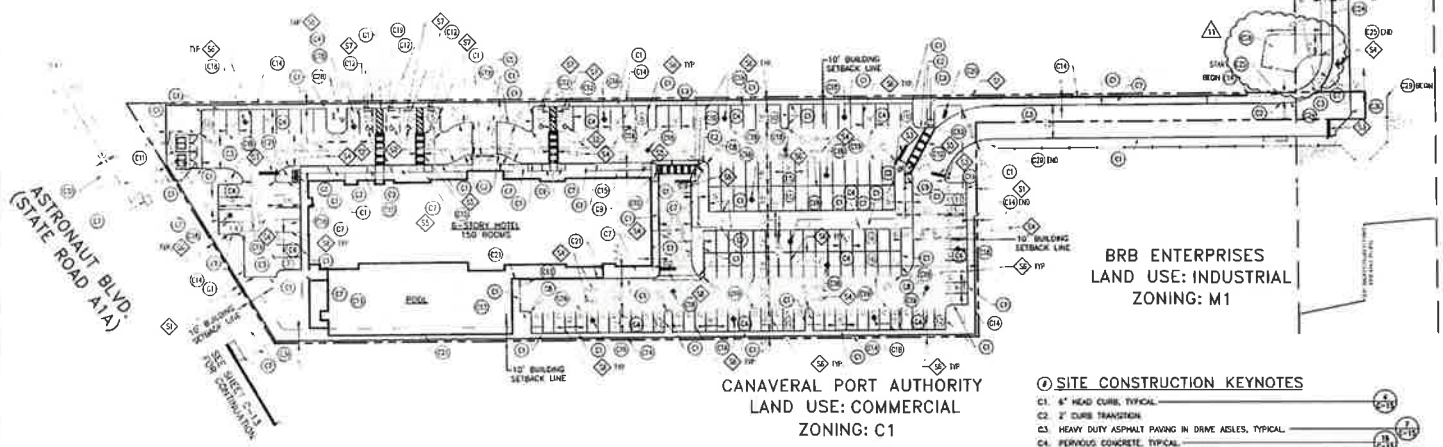
SITE DEMOLITION AND STORMWATER POLLUTION PREVENTION PLAN

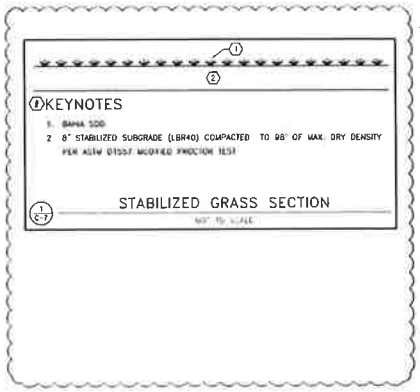
DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	JWM	GRC	GRC

20-034
1"=40'
SEPTEMBER 2024
C-6
6 OF 27

SITE STRIPING & SIGNAGE KEYNOTES

S1. PROPERTY BOUNDARY.
S2. HANDICAP PARKING STALL, TYPICAL.
S3. 24" THERMOPLASTIC STOP BAR WITH R1-1 STOP SIGN (HIGH INTENSITY REFLECTORIZED) (30"X30")
S4. DIRECTIONAL ARROWS PER F.D.O.T. INDEX No. 711-001, TYPICAL
S5. SPECIAL EMPHASIS CROSSWALK STRIPING PER F.D.O.T. INDEX No. 711-001, TYPICAL.
S6. 4" WHITE PAINTED PARKING STRIPE.
S7. HANDICAP SIGN, TYPICAL.





SITE LEGEND

- CONCRETE PAVEMENT
- PERVIOUS CONCRETE
- PERVIOUS PAVERS
- HEAVY DUTY ASPHALT PAVEMENT
- IN-SITU INFILTROMETER, TYPICAL

GRAPHIC SCALE
1"=40'

SITE DATA

PROPERTY LOCATION:	8955 COLUMBIA ROAD CAPE CANAVERAL, FLORIDA
PROPERTY ZONING:	INDUSTRIAL M1/COMMERCIAL C1
PROPERTY FUTURE LAND USE DESIGNATION:	COMMERCIAL C1
EXISTING USE:	VACANT LOT
PROPOSED USE:	150 ROOM HOTEL
SITE AREA:	2.39± ACRES
SITE PROJECT AREA:	5.75± ACRES
PROPOSED BUILDING FLOOR AREA:	93,653 S.F.

BUILDING SETBACKS	(REQUIRED)	BUILDING SETBACKS	(PROPOSED)
FRONT (EAST)	10'	FRONT (EAST)	235.93'
SIDE (NORTH)	10'	SIDE (NORTH)	51.00'
SIDE (SOUTH)	10'	SIDE (SOUTH)	10.45'
REAR (WEST) (STATE ROAD A1A)	10'	REAR (WEST) (STATE ROAD A1A)	28.83'

MAXIMUM ALLOWABLE BUILDING HEIGHT
HOTEL 45'
* PER ARTICLE X: A1A ECONOMIC OPPORTUNITY OVERLAY DISTRICT (EOOD)

BUILDING HEIGHT PROPOSED
65'-0"*

BUILDING CONSTRUCTION TYPE
HOTEL TYPE I-B SPRINKLERED

LANDSCAPE BUFFERS	(REQUIRED)	LANDSCAPE BUFFERS	(PROPOSED)
FRONT (EAST)	5'	FRONT (EAST)	5'
SIDE (NORTH)	5'	SIDE (NORTH)	5'
SIDE (SOUTH)	5'	SIDE (SOUTH)	5'
REAR (WEST)	5'	REAR (WEST)	5'

PARKING

PARKING REQUIRED

HOTEL	150 SLEEPING UNITS ÷ (1 SPACE PER ROOM)	150 SPACES
EMPLOYEE PARKING	(1 SPACE/ 12 SLEEPING UNITS)	13 SPACES
TOTAL PARKING REQUIRED		163 SPACES
SPACES REQUIRED TO BE RESERVED FOR HANDICAP		6 SPACES

PARKING PROVIDED

REGULAR PARKING	46 SPACES
COMPACT PARKING (28.8% PROVIDED)	47 SPACES
VALET PARKING	62 SPACES
HANDICAP PARKING	6 SPACES
TOTAL PARKING PROVIDED	163 SPACES

SITE AREA CALCULATIONS

	EXISTING	PROPOSED		
BUILDING FOOTPRINT	0 ±S.F.	16,145 ±S.F.		
PAVEMENT/CURB/SIDEWALK	0 ±S.F.	14,260 ±S.F.		
DUMPSTER	0 ±S.F.	378 ±S.F.		
IMPERVIOUS AREA	0 ±S.F.	30,884 ±S.F.	0.71 ±AC	29.63 %
PERVIOUS CONCRETE/POOL DECK/PERVIOUS PAVERS	0 ±S.F.	44,822 ±S.F.	1.03 ±AC	43.00 %
PERVIOUS AREA (LESS PERVIOUS CONCRETE)	104,218 ±S.F.	28,512 ±S.F.	0.65 ±AC	27.37 %
TOTAL SITE AREA	104,218 ±S.F.	104,218 ±S.F.	2.39 ±AC	100.00 %

MAXIMUM IMPERVIOUS ALLOWABLE 80%
IMPERVIOUS AREA COVER PROPOSED 1.74 ±AC.* 72.6%
* INCLUDES IMPERVIOUS AREA, PERVIOUS CONCRETE AND PERVIOUS PAVERS

FLOOD ZONE

FLOOD ZONE X PER FEMA F.I.R.M. PANEL 12009C0363H DATED: 01/28/2021.

SOILS

58-TURNBULL AND RIOMAR SOIL. HSG: D.

WETLAND STATEMENT

THERE ARE NO JURISDICTIONAL WETLANDS WITHIN THE PROJECT SITE.

HAZARDOUS MATERIALS STATEMENT

DURING CONSTRUCTION, WHEN COMBUSTIBLES ARE BROUGHT ONTO THE SITE IN SUCH QUANTITIES AS DEEMED HAZARDOUS BY THE FIRE OFFICIAL, ACCESS ROADS & A SUITABLE TEMPORARY SUPPLY OF WATER ACCEPTABLE TO THE FIRE DEPARTMENT SHALL BE PROVIDED & MAINTAINED.

LIGHTING NOTE

LIGHTING SHALL COMPLY WITH CITY OF CAPE CANAVERAL CODE OF ORDINANCES.

A1A ECONOMIC OPPORTUNITY OVERLAY DISTRICT

THE PROJECT SHALL COMPLY WITH THE STANDARDS SET FORTH IN ARTICLE X OF CHAPTER 110 A1A ECONOMIC OPPORTUNITY OVERLAY DISTRICT FOR THE CITY OF CAPE CANAVERAL.

DUMPSTER NOTE

DUMPSTER SHALL COMPLY WITH CITY OF CAPE CANAVERAL CODE OF ORDINANCES.

SIGNAGE NOTE

SIGNAGE SHALL COMPLY WITH CITY OF CAPE CANAVERAL CODE OF ORDINANCES.

SEWER SYSTEM:

THE HOTEL SEWER SYSTEM WILL CONSIST OF AN ONSITE LIFT STATION TO BE PRIVATELY OWNED. THE LIFT STATION WILL DISCHARGE THROUGH A FORCE MAIN, WHICH WILL BE BUILT BY DEVELOPER, THAT WILL CONNECT TO AN EXISTING SEWER MANHOLE LOCATED ON THE EAST SIDE OF HOMEWOOD SUITES, VIA A CITY EASEMENT.

WATER SYSTEM:

THE HOTEL WATER & FIRE DEMANDS WILL BE MET BY CONNECTING TO THE EXISTING 12" WATER MAIN LOCATED AT THE INTERSECTION OF COLUMBIA ROAD & ATLANTIS ROAD. THE WATER MAIN WITHIN COLUMBIA ROAD WILL BE OWNED AND MAINTAINED BY THE CITY OF COCOA UTILITIES AND THE ON-SITE WATER SYSTEM WILL BE OWNED AND MAINTAINED BY THE DEVELOPER

STORMWATER SYSTEM:

THE STORMWATER SYSTEM WILL BE DESIGNED IN COMPLIANCE WITH THE CITY OF CAPE CANAVERAL, FDOT, AND SJRWMD REGULATIONS.

SITE NOTES

1. ALL CURB RADII ARE TO BE 5.0', TYPICAL, UNLESS NOTED OTHERWISE.
2. LANDSCAPE ISLAND NOSE NOT TO EXCEED THE PARKING STALL DEPTH &/OR PROTRUDE INTO DRIVE ISLES, TYPICAL.
3. ALL DIMENSIONS ARE PARALLEL & PERPENDICULAR TO A BEARING OF N 88°53'44" W, UNLESS OTHERWISE INDICATED WITH A "*" OR BEARING.
4. LONER CASE TEXT DENOTES SURVEY &/OR EXISTING CONDITION INFORMATION.
5. ALL MEASUREMENTS ARE TO THE FACE OF CURB OR EDGE OF PAVEMENT.
6. CONTRACTOR SHALL CONTACT CANAVERAL PORT AUTHORITY PRIOR TO CONSTRUCTION ACTIVITIES TO LOCATE CPA FIBER OPTICS.
7. CONTRACTOR SHALL PROVIDE A M.O.T. PLAN TO CANAVERAL PORT AUTHORITY FOR THE CONSTRUCTION ACTIVITIES ALONG COLUMBIA ROAD PRIOR TO CONSTRUCTION.
8. CONTRACTOR SHALL COORDINATE WITH RETAINING WALL VENDOR FOR DESIGN AND PERMITTING. THE PROPOSED PEDESTRIAN GUARDRAIL SHALL BE PLACED ON TOP OF WALL WITH THE STYLE TO BE DETERMINED BY THE OWNER.

PHASING NOTE

THIS PROJECT WILL BE CONSTRUCTED IN ONE (1) PHASE.

SITE CONSTRUCTION KEYNOTES

C1. 6" HEAD CURB, TYPICAL.
C2. 2' CURB TRANSITION.
C3. HEAVY DUTY ASPHALT PAVING IN DRIVE AISLES, TYPICAL.
C4. PERVIOUS CONCRETE, TYPICAL.
C5. DECORATIVE PAVEMENT. (SEE ARCHITECTURAL PLANS FOR MORE INFORMATION)
C6. HR201 BIKE RACK WITH 6'x6'x4" CONCRETE PAD.
C7. CONCRETE SIDEWALK, TYPICAL.
C8. TREMRON BLOCK PAVERS 8"x8" (NATURAL GREY) (SF RIMA) - PAVER OUTLET.
C9. WHEELCHAIR RAMP - STRAIGHT, TYPICAL.
C10. CURB RAMP DETECTABLE WARNING SURFACE PER FLORIDA BUILDING CODE.
C11. DOUBLE DUMPSTER ENCLOSURE DESIGN/PERMITTING BY OTHERS (SEE ENCLOSURE DETAIL BY ARCHITECT).
C12. WHEEL STOP PER F.D.O.T. INDEX No. 520-001, TYPICAL.
C13. PERMEABLE POOL DECK.
C14. RETAINING WALL W/HANDRAIL (SEE NOTE 8).
C15. LANDSCAPE AREA. (SEE SHEET L-1).
~~C16. LIGHT DUTY ASPHALT PAVEMENT, TYPICAL.~~
C17. WALL FOUNDATION TO BRIDGE FOR 6" CLEARANCE ON TOP OF STORM PIPE.
C18. IN-SITU INFILTROMETER, TYPICAL.
C19. RIBBON CURB, TYPICAL.
C20. BUSINESS IDENTIFICATION SIGN (TO BE DESIGNED AND PERMITTED BY OTHERS).
C21. RAILING, TYPICAL (BY OTHERS).
C22. EXISTING ASPHALT PAVEMENT.
C23. EXISTING CONCRETE PAVEMENT.
C24. F.D.O.T. TYPE "F" CURB (PER INDEX 520-001).
C25. F.D.O.T. PIPE GUIDE RAIL (ALUMINUM) WITH HANDRAIL (PER INDEX. 515-070).
C26. STABILIZED/GRASSED ACCESS AREA (SEE DETAIL THIS SHEET).
C27. 3' CURB TRANSITION WITH 3 RAISED PAVEMENT MARKERS (YELLOW).
C28. PROVIDE FIRE DEPARTMENT REQUIRED BOLLARDS, SIGNAGE AND TRAFFIC MARKINGS.
C29. CONTRACTOR TO COORDINATE WITH ADJACENT PROPERTY OWNER FOR REMOVAL OF EXISTING FENCE/GATES AND REINSTALLATION AND/OR REPLACEMENT (STYLE AND TYPE TO MATCH EXISTING). (TO BE COMPLETED BY ADJACENT OWNER).
C30. MATCH EXISTING PAVEMENT.
C31. PROPOSED 15' UTILITY (FORCEMAIN) EASEMENT.

DATE	REVISIONS	BY	CHKD
08/18/2025	REVISED PER PORT AUTHORITY COMMENTS.	CPM	GRC
06/10/2025	REVISED PER PORT AUTHORITY COMMENTS.	CPM	GRC
01/16/2025	REVISED PER EOCDA COMMENTS.	BEA	GRC
12/22/2023	REVISED PER CLIENT COMMENTS	JWM	GRC
11/04/2023	REVISED PER EOCDA, CAPE CANAVERAL, AND F.D.E.P. COMMENTS	JWM	GRC
09/30/2023	REVISED PER CITY AND F.D.O.T. COMMENTS	JWM	GRC

CAPE CANAVERAL HOTEL
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COLUMBIA ROAD
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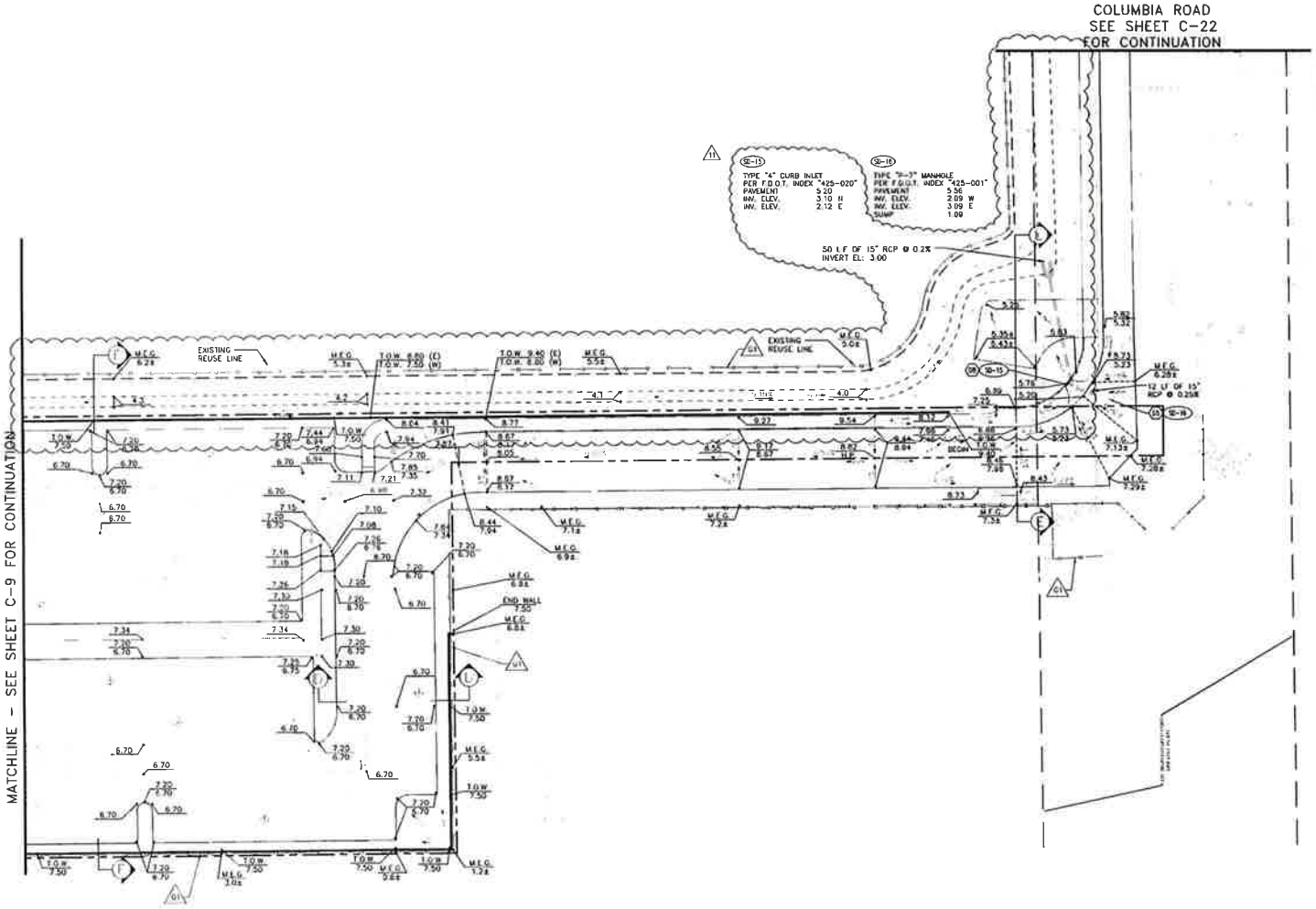
www.thomasandhutton.com

SITE GEOMETRY & STRIPING PLAN

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	JWM	GRC	GRC

20-034
1"=40'
SEPTEMBER 2024
C-7
27



SITE DRAINAGE KEYNOTES

D1. F.D.O.T. MODIFIED TYPE "D" DITCH BOTTOM INLET PER INDEX No. 425-052.
D2. F.D.O.T. TYPE "E" DITCH BOTTOM INLET PER INDEX No. 425-052, TYPICAL.
D3. UNDERGROUND STORMWATER SYSTEM.
D4. F.D.O.T. 4:1 MITERED END SECTION PER INDEX No. 430-021, TYPICAL.
D5. F.D.O.T. TYPE "P" MANHOLE PER INDEX No. 425-010, TYPICAL.
D6. YARD DRAIN BASIN (NYLOPLAST) PER ADVANCED DRAINAGE SYSTEMS (ADS).
D7. F.D.O.T. TYPE "C" DITCH BOTTOM INLET PER INDEX No. 425-052, TYPICAL.
D8. F.D.O.T. TYPE "4" CURB INLET PER INDEX No. 425-020, TYPICAL.

SITE LEGEND

- CONCRETE PAVEMENT
- PERVIOUS CONCRETE
- PERVIOUS PAVERS
- HEAVY DUTY ASPHALT PAVEMENT
- SILT FENCE EROSION CONTROL BARRIER
- IN-SITU INFILTROMETER, TYPICAL

GRAPHIC SCALE

1"=20'

GRADING KEYNOTES

G1. F.D.O.T. TYPE "III" SILT FENCE SYSTEM PER STATE OF FLORIDA EROSION & SEDIMENT CONTROL DESIGNER & REVIEW MANUAL, TYPICAL.

NOTE:

1. THE CONTRACTOR SHALL REMOVE ALL DEBRIS (ABOVE AND BELOW THE SURFACE) THAT INCLUDES CONCRETE, ASPHALT, CONSTRUCTION DEBRIS, ETC. AS IDENTIFIED IN THE SOILS REPORT PREPARED BY UES. IN ADDITION, ALL OF THE AREA BELOW THE BUILDING, PAVEMENT, AND STORMWATER SYSTEM SHALL BE UNDERCUT TO A DEPTH OF 4 AND 3 FEET, RESPECTIVELY, AND BACKFILLED WITH CLEAN FREE DRAINING SAND. FOR THE AREAS UNDER THE STORMWATER EXFILTRATION SYSTEM, THE BACKFILL SHALL CONTAIN LESS THAN 5% PASSING THE No. 200 SIEVE. FOR THE AREAS UNDER THE BUILDING, THE BACKFILL SHALL CONTAIN LESS THAN 10% PASSING THE No. 200 SIEVE. THE CONTRACTOR SHALL REVIEW THE SOILS REPORT PREPARED BY UES FOR ALL SITE PREPARATION AND FILL REQUIREMENTS FOR THIS SITE PRIOR TO PREPARING A BID.
2. ALL PIPE JOINTS SHALL BE WRAPPED PER F.D.O.T. DESIGN STANDARD INDEX No. 430-001.
3. GRAVEL AND STONE SHALL BE COMPACTED TO A FIRM/UNYIELDING CONDITION.

SEE SHEET C-10 FOR UNDERGROUND STORMWATER SYSTEM

ROOFS SHALL DRAIN INTO ROOF COLLECTION SYSTEM

CROSS SECTIONS

1. SEE SHEETS C-18 AND C-19 FOR CROSS SECTIONS.

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01/16/2025	REVISED PER COCOA COMMENTS	MCA	GRC
12/30/2025	REVISED PER CLIENT COMMENTS	JAM	GRC
11/24/2025	REVISED PER COCOA, CAPE CANAVERAL, AND F.D.E.P. COMMENTS	JAM	GRC
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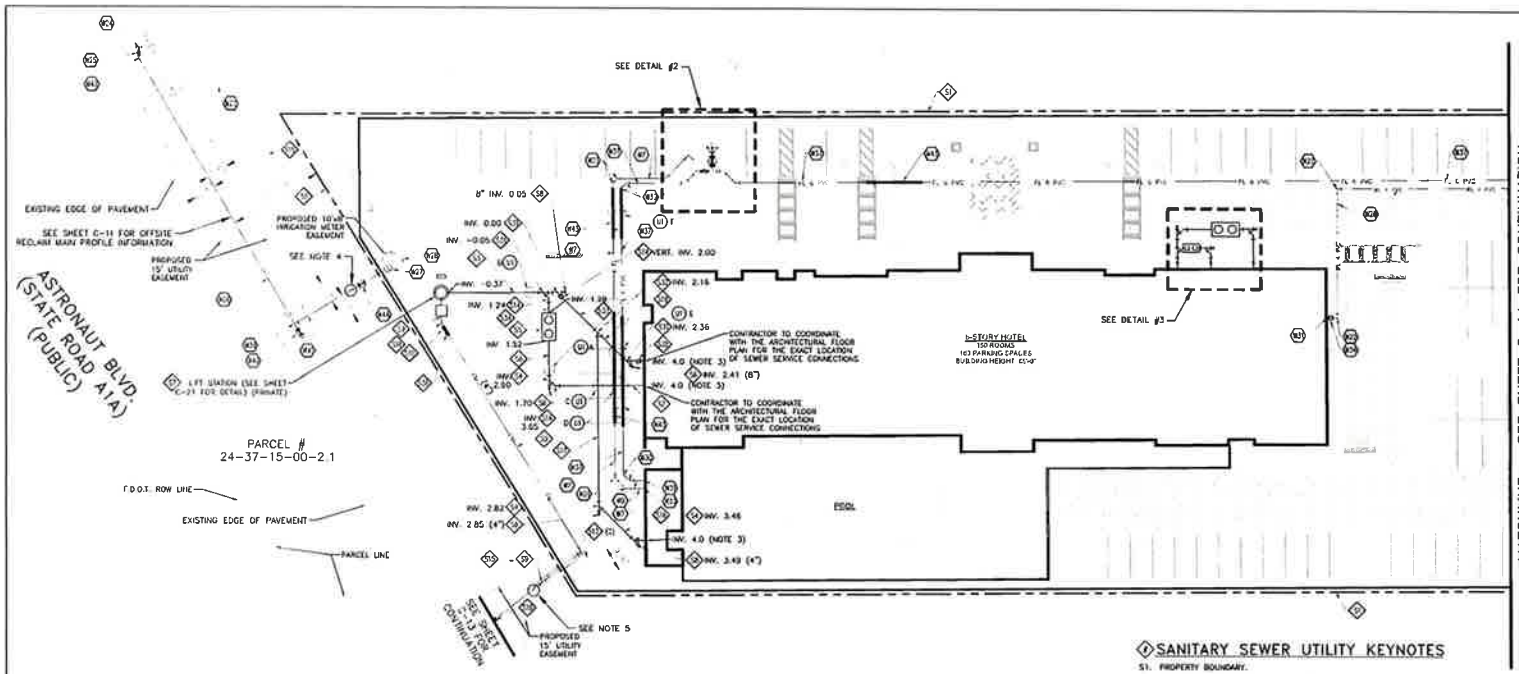
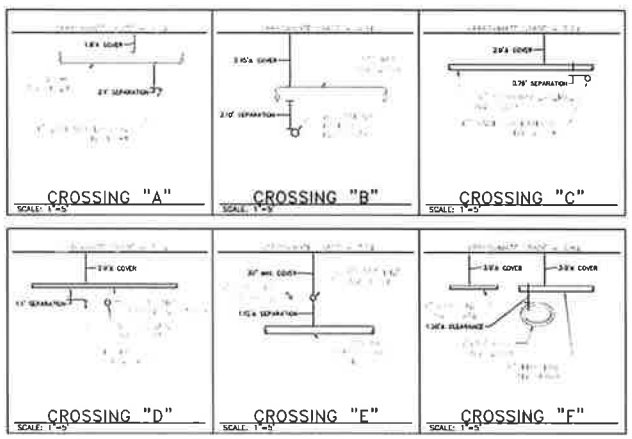
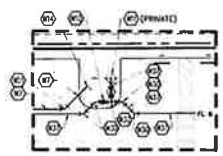
SITE PAVING AND GRADING PLAN (1 OF 2)

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	JWM	GRC	GRC

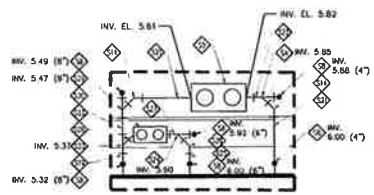
20-034
1"=20'
SEPTEMBER 2024
C-8
9 OF 27







DETAIL #2



DETAIL #3

SANITARY SEWER UTILITY KEYNOTES

S1. PROPERTY BOUNDARY.
S2. 34 L.F. 4" PVC SANITARY SERVICE @ 1.04%.
S3. 40 L.F. 8" PVC SANITARY SERVICE @ 1.04%.
S4. 4"x4" WYE.
S5. 1,250 GAL. GREASE INTERCEPTOR.
S6. 17 L.F. 4" PVC SANITARY SERVICE @ 1.04%.
S7. LIFT STATION (SEE SHEET C-21 FOR DETAILS) (PRIVATE).
S8. SANITARY SEWER CLEANOUT, TYPICAL.
S9. 4" PVC C900 (DR-18) FORCEMAIN.
S10. 4" FULL PORT PLUG VALVE.
S11. 4" 45° BEND.
~~S12. 4" 90° BEND.~~
S13. 4" 90° VERTICAL BEND.
~~S14. 4" 45° BEND.~~
S15. EXISTING FORCEMAIN.
S16. 21 L.F. 4" PVC SANITARY SERVICE @ 3.19%.
S17. 66 L.F. 4" PVC SANITARY SERVICE @ 1.04%.
S18. 18 L.F. 8" PVC SANITARY SERVICE @ 1.04%.
S19. 5 L.F. 8" PVC SANITARY SERVICE @ 1.04%.
S20. 1,200 GAL. LIFT INTERCEPTOR.
S21. 12 L.F. 4" PVC SANITARY SERVICE @ 1.04%.
S22. 8 L.F. 4" PVC SANITARY SERVICE @ 1.04%.
S23. 10 L.F. 8" PVC SANITARY SERVICE @ 1.04%.
S24. 6"X6" WYE.
S25. 7 L.F. 6" PVC SANITARY SERVICE @ 1.04%.
S26. 6" 45° BEND.
S27. 5 L.F. 8" PVC SANITARY SERVICE @ 1.04%.
S28. 2 L.F. 8" PVC SANITARY SERVICE @ 1.04%.
S29. 4"x8" WYE.
S30. 8"x8" WYE.
S31. 8"x8" WYE.
S32. 8"x4" WYE.
S33. 21 L.F. OF 8" PVC SANITARY SEWER @ 1.04%.
S34. 4 L.F. OF 4" PVC SANITARY SEWER @ 1.04%
S35. 8" 45° BEND (VERTICAL).
S36. AIR RELEASE VALVE (PER BREVARD COUNTY DETAIL SHOWN ON SHEET C-17).
S37. 4"x8" REDUCER.
S38. 8" FULL PORT PLUG VALVE W/8" D.I. CAP.
S39. 8"x8" TEE.

WATER UTILITY KEYNOTES

~~W1. 6" PVC (C-900 DR-14) FIRE MAIN, TYPICAL.~~
W2. 8" 45° BEND.
W3. 8"x2" TEE.
W4. 8"x6" REDUCER
W5. 6" GATE VALVE.
W6. 8" DOUBLE DETECTOR CHECK VALVE WITH 6" METER (PER CITY OF COCOA DETAIL ON SHEET C-18).
W7. 4" PVC (C-900 DR-14) FIRE MAIN, TYPICAL.
W8. 8"x6" REDUCER.
W9. 8" PVC (C-900 DR-14) FIRE MAIN, TYPICAL.
W10. 8"x6" TEE.
W11. FIRE HYDRANT ASSEMBLY.
W12. POST INDICATOR VALVE.
W13. 8"x4" REDUCER.
W14. 4" FIRE DEPARTMENT CONNECTION W/4" CHECK VALVE.
W15. 2" GATE VALVE.
W16. 2" COPPER SERVICE LINE (PER CITY OF COCOA UTILITIES SPECIFICATIONS.
W17. 2" WATER METER (TURBO CLASS II).
W18. 2" RPZ BACKFLOW PREVENTER.
W19. 2"x4" REDUCER.
W20. 4" PVC (C-900 DR-18) WATER LINE.
W21. 4" 45° BEND.
W22. 4" 90° BEND.
W23. EXISTING 12" RECLAIMED WATER MAIN PER CITY OF CAPE CANAVERAL UTILITY MAP.
W24. 12"x8" TAPPING SLEEVE AND VALVE.
W25. 8" GATE VALVE.
W26. 8" PVC (C900 - DR-18 RECLAIMED LINE.
W27. 1" IRRIGATION METER.
W28. POINT OF CONNECTION OF ON-SITE IRRIGATION SYSTEM.
W29. 8" PVC (C-900 DR-18) WATER MAIN (TYPICAL).
W30. 8" 45° BEND.
W31. POINT OF CONNECTION (CONTRACTOR TO VERIFY LOCATION AND SIZE OF WATER/FIRE CONNECTION PRIOR TO CONSTRUCTION. SEE SHEET FP 2.01c.)
W32. 8"x8" TEE.
W33. 4" FDC CONNECTION (CONTRACTOR TO VERIFY LOCATION AND SIZE OF FDC CONNECTION PRIOR TO CONSTRUCTION, SEE SHEET FP 2.01c.)
W34. SHUT OFF VALVE W/ CAST IRON ACCESS BOX FLUSH WITH GRADE.
W35. 6" 45° BEND (VERTICAL).
W36. 8" PVC (C900 DR18) WATER MAIN.
W37. 8" PVC (C900 DR14) FIRE MAIN.
W38. 8" 90° BEND.
W39. 8"x8"x2" TEE.
W40. 8" GATE VALVE AND VALVE BOX W/8" PVC CAP.
W41. 2" PVC SCH 80 RECLAIMED SERVICE LINE.
W42. 8" 30° BEND.
W43. CONTRACTOR SHALL INSTALL 20' MIN. DIP PIPE FOR WATER LINE CROSSINGS PER CITY OF COCOA DETAILS ON SHEET C-18.
W44. 2" GATE VALVE.

NEEDED FIRE FLOW: PER NFPA 1 AND 101

BUILDING AREA:	108,944 SF
CONSTRUCTION TYPE:	TYPE I-B SPRINKLED
NEEDED FIRE FLOW:	3,500 GPM: USE 1,000 GPM (PER NFPA1 SECTION
FIRE HYDRANTS REQUIRED:	1 HYDRANT
FIRE HYDRANTS PROVIDED:	2 PROPOSED (180' AND 40' FROM BUILDING)

NOTES:

1. SANITARY MANHOLE LIDS SHALL BE US FOUNDRY MODEL USF655 RING AND AC COVER WITH "SANITARY" CENTER LETTERING.
2. WATER AND FIRE LINE PIPES SHALL BE CONSTRUCTED TO PROVIDE A MINIMUM OF 12" OF SEPARATION BETWEEN BOTTOM OF STORM PIPE AND TOP OF WATER AND FIRE LINE PIPES.
3. CONTRACTOR TO CONFIRM PIPE SIZE, MATERIAL, AND INVERT ELEVATION OF PLUMBING PLAN PRIOR TO CONSTRUCTION.
4. CONTRACTOR SHALL CONFIRM DEPTH OF EXISTING FORCEMAIN AND PROVIDE A MINIMUM SEPARATION OF 12" (EITHER BELOW OR ABOVE) BETWEEN THE EXISTING FORCEMAIN AND THE PROPOSED REUSE LINE. REUSE LINE SHALL ALSO HAVE A MINIMUM COVER OF 36".
5. CONTRACTOR SHALL CONFIRM DEPTH OF EXISTING FORCEMAIN AND PROVIDE A MINIMUM SEPARATION OF 12" (EITHER BELOW OR ABOVE) BETWEEN THE EXISTING FORCEMAIN AND THE PROPOSED FORCEMAIN. PROPOSED FORCEMAIN SHALL ALSO HAVE A MINIMUM COVER OF 36".

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01/16/2026	REVISED PER COCOA COMMENTS	NEA	GRC
12/02/2025	REVISED PER CLIENT COMMENTS	JWM	GRC
11/04/2025	REVISED PER COCOA, CAPE CANAVERAL, AND F.D.E.P. COMMENTS	JWM	GRC
09/30/2025	REVISED PER CITY AND F.D.O.T. COMMENTS	JWM	GRC

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SITE UTILITY PLAN (2 OF 2)

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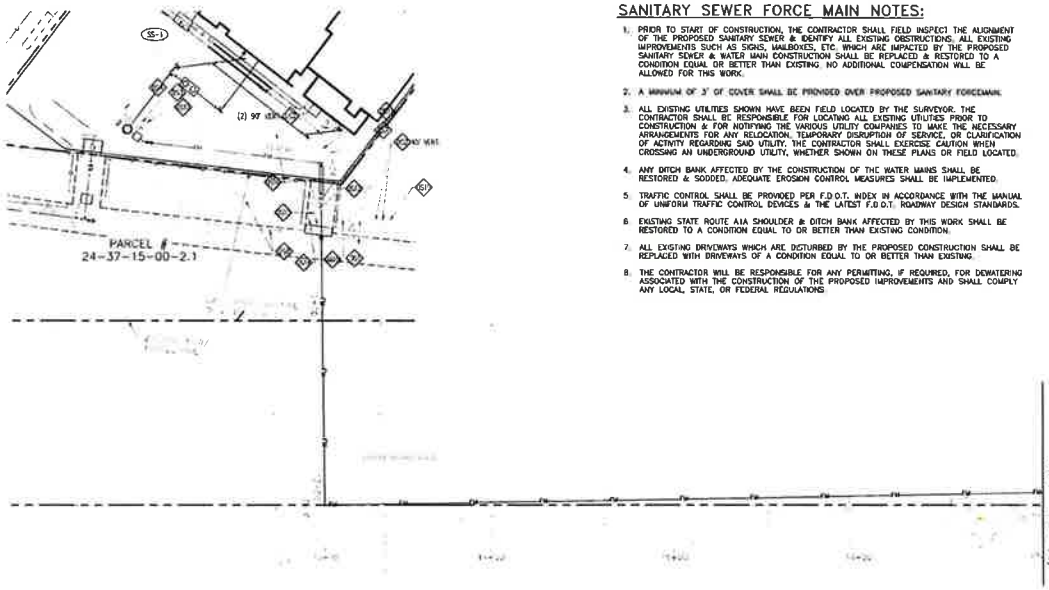
12 27

SITE UTILITY NOTES:

1. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH F.D.O.T. DESIGN STANDARDS, SPECIFICATIONS FOR ROADWAY & BRIDGE CONSTRUCTION AND UTILITY ACCOMMODATION MANUAL, LATEST EDITION.
2. F.D.O.T. OFFICE MUST BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO LANE CLOSURES OR ANY WORK WITHIN F.D.O.T. RIGHT-OF-WAY.
3. TEST RESULTS ARE REQUIRED TO BE SUBMITTED TO ENGINEER & F.D.O.T. UPON REQUEST.
4. ENGINEERS CERTIFICATION TOGETHER WITH AS-BUILT PLANS (IF REQUIRED) MUST BE SUBMITTED TO F.D.O.T. WITHIN 30 DAYS OF COMPLETION OF PROJECT.
5. THE SITE CONTRACTOR SHALL PREPARE, SUBMIT AND OBTAIN A MAINTENANCE OF TRAFFIC APPROVAL FROM F.D.O.T. FOR WORKS WITHIN F.D.O.T. RIGHT-OF-WAY PRIOR TO START OF CONSTRUCTION. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED PERSON.
6. ALL UTILITIES TO BE FIELD LOCATED PRIOR TO START OF CONSTRUCTION.
7. ALL DISTURBED AREAS TO BE SODDED (BAHIA).
8. SIGNING & STRIPING SHALL BE PER F.D.O.T. INDEX 711-001.
9. CONTRACTOR SHALL SUBMIT TO F.D.O.T. A COPY OF THEIR CERTIFICATE OF LIABILITY INSURANCE PRIOR TO START OF CONSTRUCTION IN F.D.O.T. R.O.W.
10. FIBERGLASS LINING OR APPROVED COATING IS REQUIRED FOR MANHOLE WITH FORCE MAIN DISCHARGING INTO IT.
11. FOR WORK BEING COMPLETED WITHIN THE FDOT RIGHT-OF-WAY, CONTRACTOR SHALL SEE "FDOT GENERAL NOTES" ON SHEET C-17 FOR ADDITIONAL REQUIREMENTS.

LEGEND:

- EXISTING CONCRETE SIDEWALK
- PROPOSED FORCEMAIN
- PROPOSED UTILITY EASEMENT
- PROPOSED SILT FENCE



SANITARY SEWER FORCE MAIN NOTES:

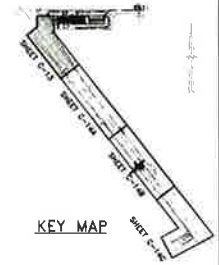
1. PRIOR TO START OF CONSTRUCTION, THE CONTRACTOR SHALL FIELD INSPECT THE ALIGNMENT OF THE PROPOSED SANITARY SEWER & IDENTIFY ALL EXISTING OBSTRUCTIONS, ALL EXISTING IMPROVEMENTS SUCH AS SIGNS, MAILBOXES, ETC. WHICH ARE IMPACTED BY THE PROPOSED SANITARY SEWER & WATER MAIN CONSTRUCTION SHALL BE REPLACED & RESTORED TO A CONDITION EQUAL OR BETTER THAN EXISTING. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR THIS WORK.
2. A MINIMUM OF 3' OF COVER SHALL BE PROVIDED OVER PROPOSED SANITARY FORCEMAIN.
3. ALL EXISTING UTILITIES SHOWN HAVE BEEN FIELD LOCATED BY THE SURVEYOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION & FOR NOTIFYING THE VARIOUS UTILITY COMPANIES TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, TEMPORARY DISRUPTION OF SERVICE, OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED.
4. ANY DITCH BANK AFFECTED BY THE CONSTRUCTION OF THE WATER MAINS SHALL BE RESTORED & SODDED. ADEQUATE EROSION CONTROL MEASURES SHALL BE IMPLEMENTED.
5. TRAFFIC CONTROL SHALL BE PROVIDED PER F.D.O.T. INDEX IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES & THE LATEST F.D.O.T. ROADWAY DESIGN STANDARDS.
6. EXISTING STATE ROUTE A1A SHOULDER & DITCH BANK AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITION.
7. ALL EXISTING DRIVEWAYS WHICH ARE DISTURBED BY THE PROPOSED CONSTRUCTION SHALL BE REPLACED WITH DRIVEWAYS OF A CONDITION EQUAL TO OR BETTER THAN EXISTING.
8. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY PERMITTING, IF REQUIRED, FOR DEWATERING ASSOCIATED WITH THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS AND SHALL COMPLY ANY LOCAL, STATE, OR FEDERAL REGULATIONS.

④ SANITARY FORCE MAIN KEYNOTES

- OS1. 8" CERTAINTEED CERTALOK C900 P.V.C. (DR18) FORCEMAIN, GREEN IN COLOR. SEE PLAN FOR LENGTH. FORCEMAIN SHALL HAVE A MINIMUM OF 3' COVER.
- OS2. BLIND W/RESTRAINED JOINTS, TYPICAL. SEE PLAN FOR ANGLE.
- OS3. 4" FORCEMAIN PLUG VALVE.
- OS4. PRIVATE LIFT STATION. REFER TO SHEET C-21 FOR LIFT STATION DESIGN DETAILS.
- OS5. CORE DRILL EXISTING SANITARY SEWER MANHOLE & CONNECT NEW FORCE MAIN @ INVERT ±0.71.
- OS6. EXISTING SANITARY MANHOLE SHALL BE LINED WITH FIBERGLASS OR APPROVED COATING.
- OS7. SAWCUT, REMOVE AND REPLACE EXISTING SIDEWALK PER F.D.O.T. REQUIREMENTS TO ALLOW FOR INSTALLATION OF PROPOSED FORCEMAIN.
- OS8. 15' WIDE UTILITY EASEMENT.
- OS9. F.D.O.T. TYPE "III" SILT FENCE SYSTEM PER STATE OF FLORIDA EROSION & SEDIMENT CONTROL DESIGNER & REVIEW MANUAL, TYPICAL.
- OS10. 8" GATE VALVE.
- OS11. 16 L.F. OF 18" STEEL CASING PIPE UNDER WALL.
- OS12. 4" FULL PORT PLUG VALVE.
- OS13. 4"X8" REDUCER
- OS14. 8" FULL PORT PLUG VALVE W/8" D.I. CAP.
- OS15. 8"x8" TEE.
- OS16. 4" CERTAINTEED CERTALOK C900 P.V.C. (DR18) FORCEMAIN, GREEN IN COLOR. SEE PLAN FOR LENGTH. FORCEMAIN SHALL HAVE A MINIMUM OF 3' COVER.
- OS17. AIR RELEASE VALVE (PER BREVARD COUNTY DETAIL SHOWN ON SHEET C-17)

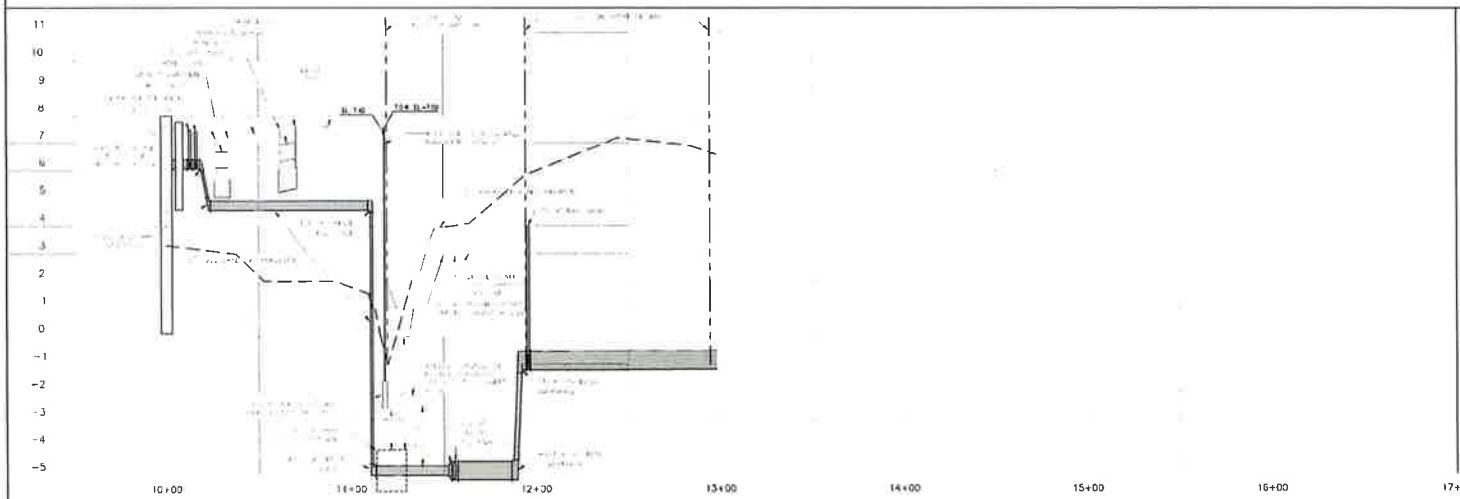
GRAPHIC SCALE

1"=30'



KEY MAP

SCALE
HORIZONTAL 1" = 30'
VERTICAL 1" = 2'



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04/13/2026	REVISED PER PORT AUTHORITY COMMENTS	CPN	GRC
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12/02/2025	REVISED PER CLIENT COMMENTS	JWM	GRC
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FORCEMAIN PLAN & PROFILE (1 OF 4)

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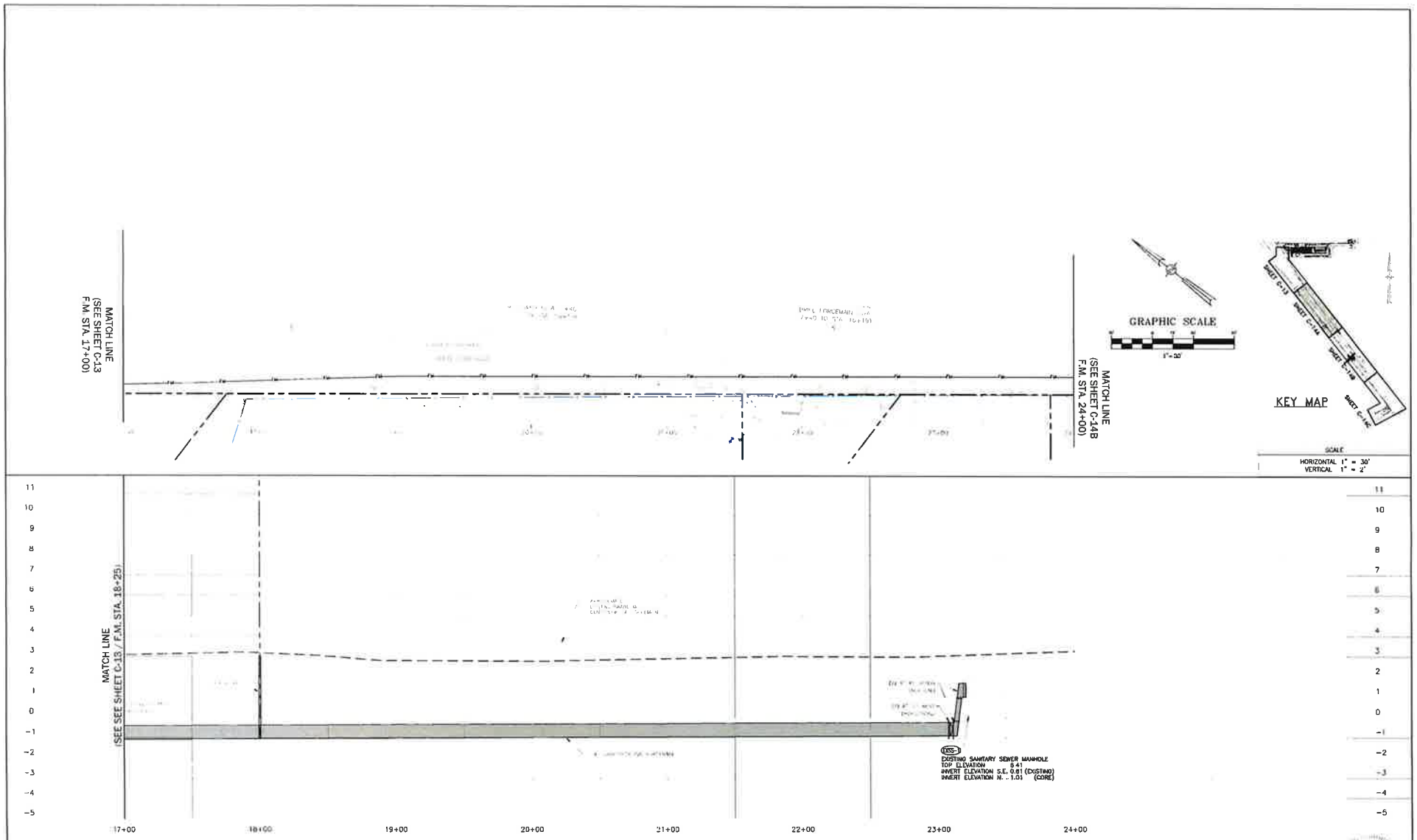

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09/30/2025	REVISED PER CITY AND FDOT COMMENTS	JWM	GRC

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FORCEMAIN PLAN & PROFILE (2 OF 4)

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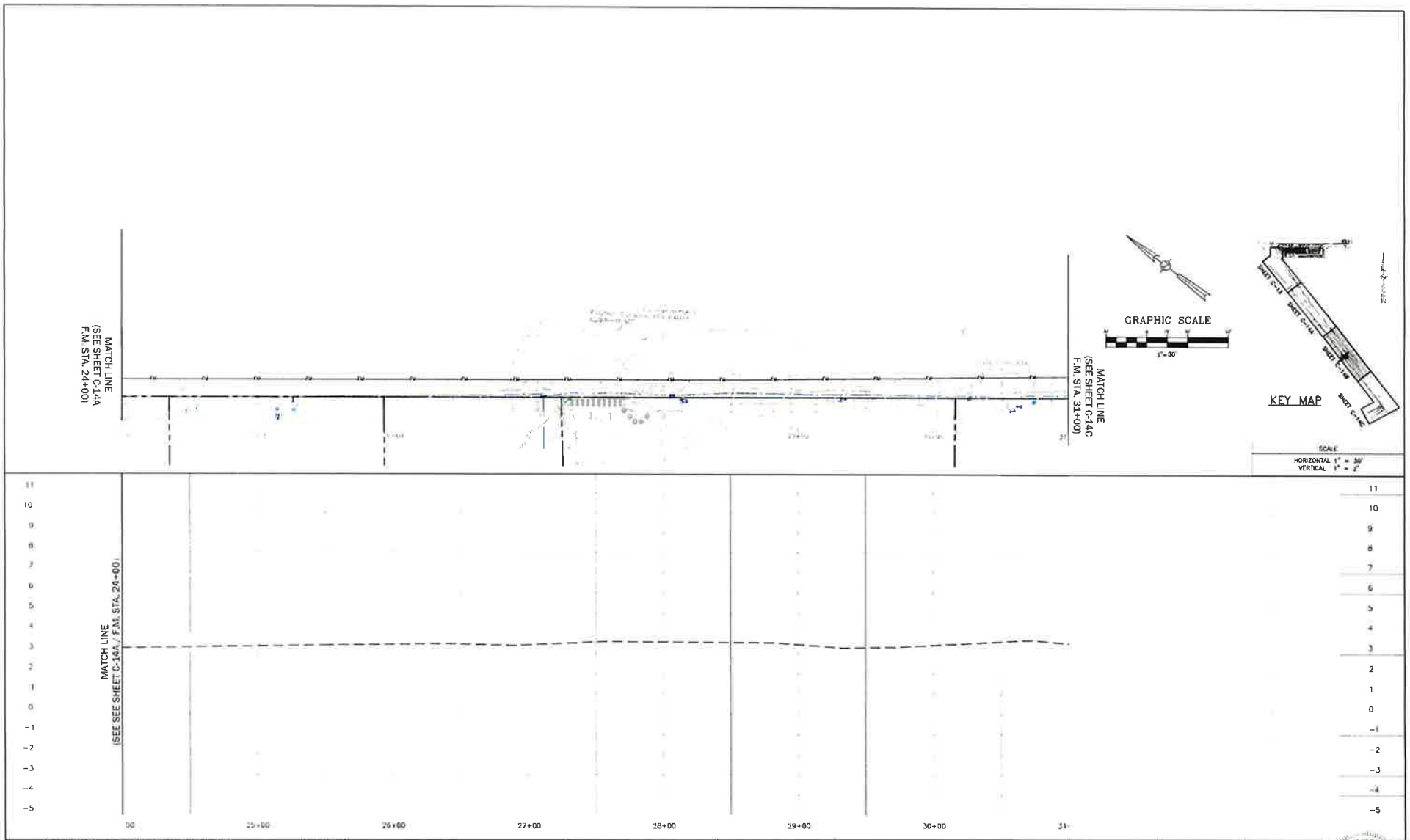

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08/18/2020	REVISED PER PORT AUTHORITY COMMENTS	EPN	GRC
06/10/2021	REVISED PER PORT AUTHORITY COMMENTS	EPN	GRC
01/18/2024	REVISED PER COCOA COMMENTS	NEX	GRC
12/02/2025	REVISED PER CLIENT COMMENTS	JWM	GRC
11/04/2025	REVISED PER COCOA, CAPE CANAVERAL, AND FDEP COMMENTS	JWM	GRC
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FORCEMAIN PLAN & PROFILE (3 OF 4)

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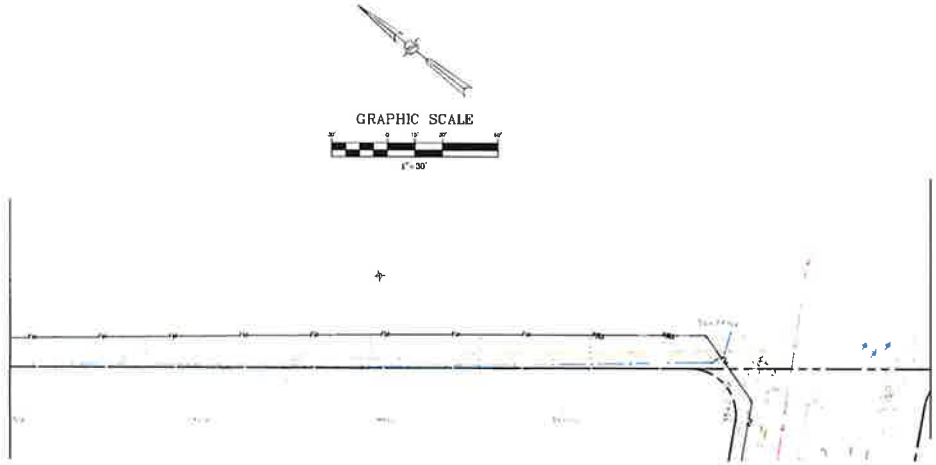

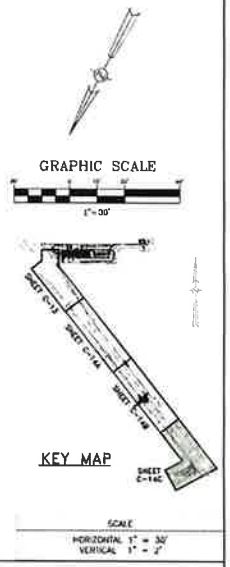

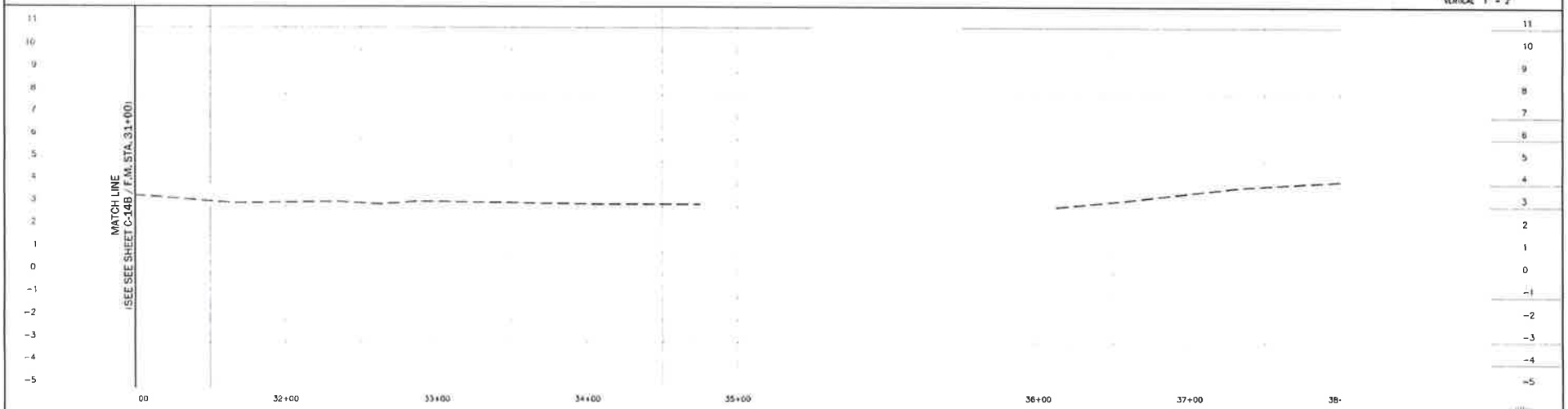

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11/24/2025	REVISED PER COCSA, CAPE CANAVERAL, AND FDEP COMMENTS	JWM	GRC
09/23/2025	REVISED PER CITY AND FDOT COMMENTS	JWM	GRC

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FORCEMAIN PLAN & PROFILE (4 OF 4)

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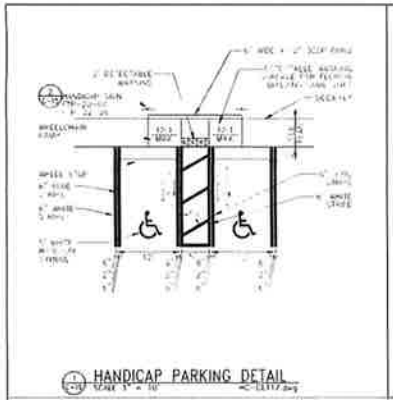
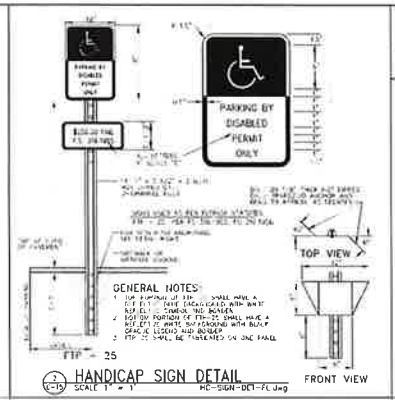
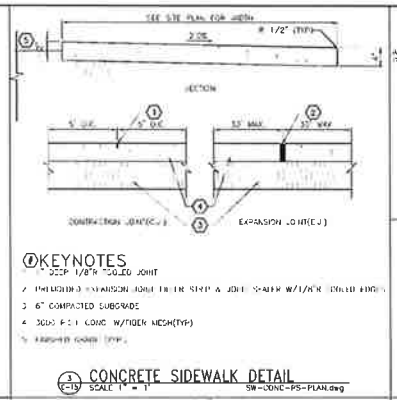


HANDICAP PARKING DETAIL
SCALE 1" = 10'



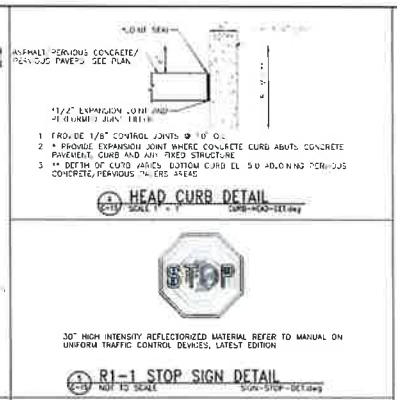
GENERAL NOTES:

HANDICAP SIGN DETAIL
SCALE 1" = 1'

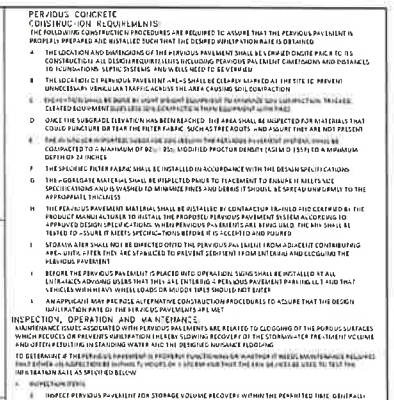


KEYNOTES

CONCRETE SIDEWALK DETAIL
SCALE 1" = 1'



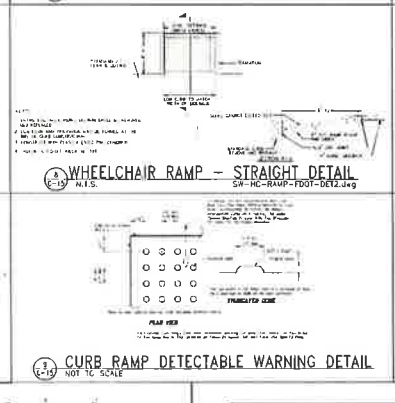
HEAD CURB DETAIL



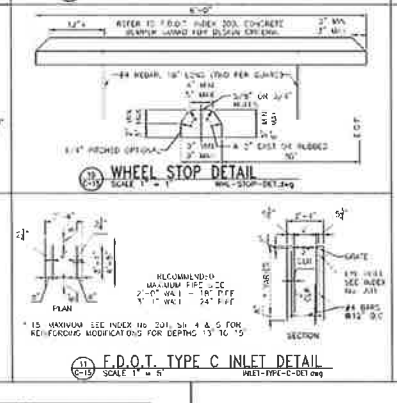
30" HIGH INTENSITY REFLECTORIZED MATERIAL REFER TO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION

R1-1 STOP SIGN DETAIL
NOT TO SCALE

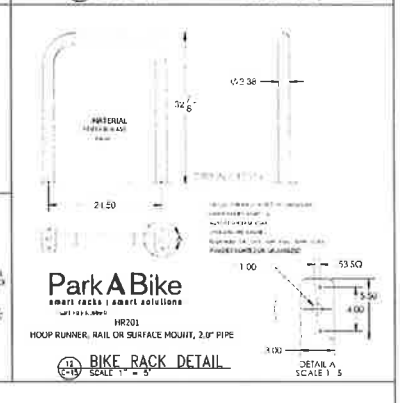
RIBBON CURB DETAIL
NOT TO SCALE



WHEELCHAIR RAMP – STRAIGHT DETAIL
N.T.S.



WHEEL STOP DETAIL
SCALE 1" = 1'



BIKE RACK DETAIL
SCALE 1" = 5'

PERVIOUS CONCRETE CONSTRUCTION REQUIREMENTS:

THE FOLLOWING CONSTRUCTION PROCEDURES ARE REQUIRED TO ASSURE THAT THE PERVIOUS PAVEMENT IS PROPERLY PREPARED AND INSTALLED SUCH THAT THE DESIRED INFILTRATION RATE IS OBTAINED:

A. THE LOCATION AND DIMENSIONS OF THE PERVIOUS PAVEMENT SHALL BE STAKED OUT IN THE FIELD TO INCLUDE ALL DESIGN REQUIREMENTS INCLUDING PERVIOUS PAVEMENT DIMENSIONS AND DISTANCES TO FOUNDATIONS, SEPTIC SYSTEMS, AND WELLS NEED TO BE VERIFIED.

B. THE LOCATION OF PERVIOUS PAVEMENT AREAS SHALL BE CLEARLY MARKED AT THE SITE TO PREVENT UNNECESSARY VEHICULAR TRAFFIC ACROSS THE AREA CAUSING SOIL COMPACTION.

C. EXCAVATION SHALL BE DONE BY LIGHT WEIGHT EQUIPMENT TO MINIMIZE SOIL COMPACTION. TRACKED OVERSIZED EQUIPMENT SHOULD BE USED TO MINIMIZE SOIL COMPACTION FROM EQUIPMENT WITH TIRES.

D. ONCE THE SUBGRADE ELEVATION HAS BEEN REACHED, THE AREA SHALL BE INSPECTED FOR MATERIALS THAT COULD PUNCTURE OR TEAR THE FILTER FABRIC, SUCH AS TREE ROOTS, AND ASSURE THEY ARE NOT PRESENT.

E. THE SUBGRADE IMPORTED SUBGRADE SOIL (BELOW THE REQUIRED PERVIOUS PAVEMENT DEPTH) SHALL BE COMPACTED TO A MAXIMUM OF 92% MODIFIED PROCTOR DENSITY (ASTM D 1557) TO A MINIMUM DEPTH OF 24 INCHES.

F. THE SPECIFIC FILTER FABRIC SHALL BE INSTALLED IN ACCORDANCE WITH THE DESIGN SPECIFICATIONS.

G. THE AGGREGATE MATERIAL SHALL BE INSPECTED PRIOR TO PLACEMENT TO ENSURE IT MEETS SPECIFICATIONS AND IS WASHED TO MINIMIZE FINES AND DEBRIS. IT SHOULD BE SPREAD UNIFORMLY TO THE APPROPRIATE THICKNESS.

H. THE PERVIOUS PAVEMENT MATERIAL SHALL BE INSTALLED BY CONTRACTOR TRAINED AND CERTIFIED BY THE PRODUCT MANUFACTURER TO INSTALL THE PROPOSED PERVIOUS PAVEMENT SYSTEM ACCORDING TO APPROVED DESIGN SPECIFICATIONS. WHERE PERVIOUS PAVERS ARE BEING USED, THE MIX SHALL BE TESTED TO ASSURE IT MEETS SPECIFICATIONS BEFORE IT IS ACCEPTED AND PLACED.

I. STORAGE AREA SHALL NOT BE EXPECTED OVER THE PERVIOUS PAVEMENT FROM ADJACENT CONTRIBUTING AREAS UNTIL AFTER THEY ARE STABILIZED TO PREVENT SEDIMENT FROM ENTERING AND CLOGGING THE PERVIOUS PAVEMENT.

J. BEFORE THE PERVIOUS PAVEMENT IS PLACED INTO OPERATION, SIGNS SHALL BE INSTALLED AT ALL ENTRANCES ADVISING USERS THAT THEY ARE ENTERING A PERVIOUS PAVEMENT PARKING LOT AND THAT VEHICLES WITH HEAVY WHEEL LOADS OR MUDDY TIRES SHOULD NOT ENTER.

K. AN APPLICANT MAY PROPOSE ALTERNATIVE CONSTRUCTION PROCEDURES TO ASSURE THAT THE DESIGN INFILTRATION RATE OF THE PERVIOUS PAVEMENTS ARE MET.

INSPECTION, OPERATION AND MAINTENANCE.

MAINTENANCE ISSUES ASSOCIATED WITH PERVIOUS PAVEMENTS ARE RELATED TO CLOGGING OF THE PERVIOUS SURFACES WHICH REDUCES OR PREVENTS INFILTRATION THEREBY SLOWING RECOVERY OF THE STORMWATER PRE-EVENT VOLUME AND OFTEN RESULTING IN STANDING WATER AND THE DESIGNED NUISANCE FLOODING.

TO DETERMINE IF THE PERVIOUS PAVEMENT IS PROPERLY FUNCTIONING OR WHETHER IT NEEDS MAINTENANCE REQUIRED THAT EITHER AN INSPECTION BE MADE TWO HOURS OR 1 HOUR ON A DAY WHEN THAT THE ERA WAS NOT USED TO TEST THE INFILTRATION RATE AS SPECIFIED BELOW.

A. INSPECTION DETAILS

1. INSPECT PERVIOUS PAVEMENT FOR STORAGE VOLUME RECOVERY WITHIN THE PERMITTED TIME (GENERALLY LESS THAN 72 HOURS). DETERMINE IF NUISANCE FLOODING IS OCCURRING IN THOSE AREAS OF THE PARKING LOT THAT WERE DESIGNED TO FUNCTION AS THE PERVIOUS PAVEMENT WAS FAILING. ANY NUISANCE FLOODING INDICATES THAT THE REQUIRED TREATMENT VOLUME IS NOT INFILTRATING BECAUSE OF A REDUCTION OF THE INFILTRATION RATE AND A NEED TO RESTORE SYSTEM PERMEABILITY.

2. USE THE ERA INFILTROMETER AT LEAST ONCE EVERY TWO (2) YEARS TO TEST THE VERTICAL HYDRAULIC CONDUCTIVITY IS NOT LESS THAN 2.0 INCHES PER HOUR OR IS LESS THAN THE PERMITTED DESIGN PERCOLATION RATE IN ONE OF THE REQUIRED ERA INFILTROMETERS. IF ONE OF THE ERA INFILTROMETERS HAS RATES LESS THAN THE PERMITTED RATE, MAINTENANCE ACTIVITIES SHALL BE UNDERTAKEN TO RESTORE THE PERMEABILITY OF THE PERVIOUS PAVEMENT. THE RESULTS OF THE ERA INFILTROMETER TESTING SHALL BE SUBMITTED TO THE AGENCY.

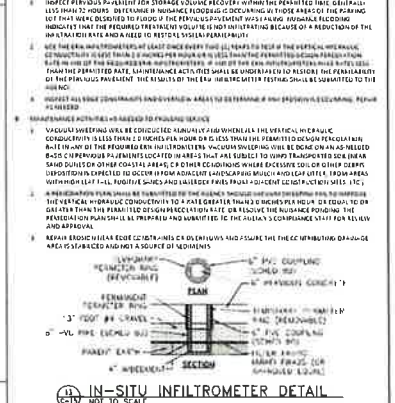
3. INSPECT ALL BASE CONSTRUCTS AND OVERFLOW AREAS TO DETERMINE IF ANY PERSISTENT SEDIMENT REMAIN PRESENT.

B. MAINTENANCE ACTIVITIES AS NEEDED TO PROLONG SERVICE

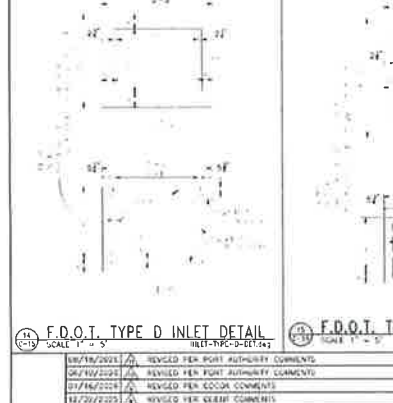
1. VACUUM SWEEPING WILL BE CONDUCTED MANUALLY AND WHENEVER THE VERTICAL HYDRAULIC CONDUCTIVITY IS LESS THAN 2.0 INCHES PER HOUR OR IS LESS THAN THE PERMITTED DESIGN PERCOLATION RATE IN ANY OF THE REQUIRED ERA INFILTROMETERS. VACUUM SWEEPING WILL BE DONE ON AN AS-NEEDED BASIS FOR PERVIOUS PAVEMENTS LOCATED IN AREAS THAT ARE SUBJECT TO WIND TRANSPORTED SOIL (NEAR SAND DUNES OR OTHER COASTAL AREAS) OR OTHER CONDITIONS WHERE EXCESSIVE SOIL OR OTHER DEBRIS DEPOSITION IS EXPECTED TO OCCUR (FROM ADJACENT LANDSCAPING MULCH AND LEAF LITTER, FROM AREAS WITH HIGH LEAF FALL, NOTIFICATIONS AND LARGEST PARTS FROM ADJACENT LOCATIONS, SITES, ETC.).

2. A PRESERVATION PLAN SHALL BE SUBMITTED TO THE AGENCY WHICH SHALL INCLUDE VACUUM SWEEPING TO IMPROVE THE VERTICAL HYDRAULIC CONDUCTIVITY TO A RATE GREATER THAN 2.0 INCHES PER HOUR OR EQUAL TO OR GREATER THAN THE PERMITTED DESIGN PERCOLATION RATE OR RESTORE THE NUISANCE PONDING. THE PRESERVATION PLAN SHALL BE PREPARED AND SUBMITTED TO THE AGENCY'S COMPLIANCE STAFF FOR REVIEW AND APPROVAL.

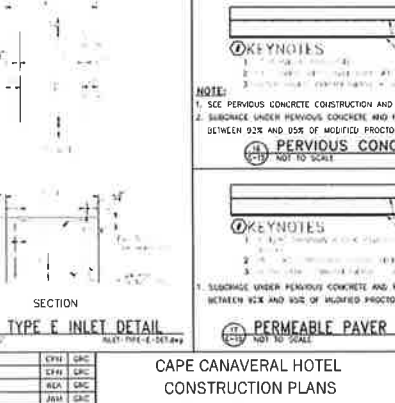
3. REPAIR EROSION NEAR EDGE CONSTRAINTS OR DISTURBANCE AND ASSURE THE EDGE MONITORING DRAINAGE AREA IS STABILIZED AND NOT A SOURCE OF SEDIMENTS.



IN-SITU INFILTROMETER DETAIL
NOT TO SCALE



F.D.O.T. TYPE D INLET DETAIL
SCALE 1" = 5'



F.D.O.T. TYPE E INLET DETAIL
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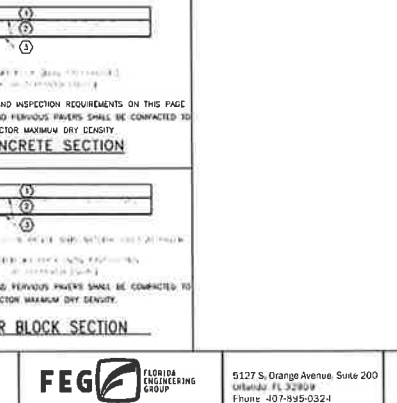

NOTE:
1. SEE PERVIOUS CONCRETE CONSTRUCTION AND INSPECTION REQUIREMENTS ON THIS PAGE.
2. SUBGRADE UNDER PERVIOUS CONCRETE AND PERVIOUS PAVERS SHALL BE COMPACTED TO BETWEEN 92% AND 95% OF MODIFIED PROCTOR MAXIMUM DRY DENSITY.

PERVIOUS CONCRETE SECTION
NOT TO SCALE

1. SUBGRADE UNDER PERVIOUS CONCRETE AND PERVIOUS PAVERS SHALL BE COMPACTED TO BETWEEN 92% AND 95% OF MODIFIED PROCTOR MAXIMUM DRY DENSITY.

PERMEABLE PAVER BLOCK SECTION
NOT TO SCALE

DATE	REVISIONS	BY	DES
08/19/2025	REVISED PER PORT AUTHORITY COMMENTS	CPH	GRC
06/10/2025	REVISED PER PORT AUTHORITY COMMENTS	CPH	GRC
01/16/2024	REVISED PER COCOA COMMENTS	RLA	GRC
12/20/2023	REVISED PER KERRY COMMENTS	JWM	GRC
11/24/2023	REVISED PER COCOA, CAPE CANAVERAL, AND F.D.E.P. COMMENTS	JWM	GRC
09/12/2023	REVISED PER CITY AND F.D.O.T. COMMENTS	JWM	GRC

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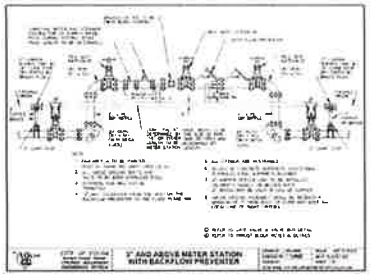
SITE CONSTRUCTION DETAILS

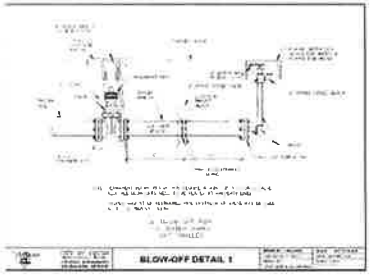
DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	JWM	GRC	GRC

20-034
N.T.S.
SEPTEMBER 2024
C-15
17 OF 27

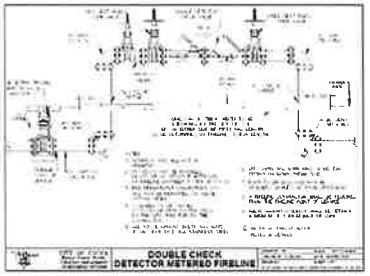
20-034 Construction Details.dwg



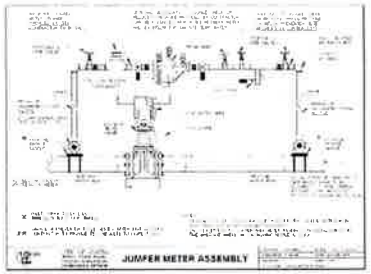
1" AND ABOVE METER STATION WITH BACKFLOW PREVENTER



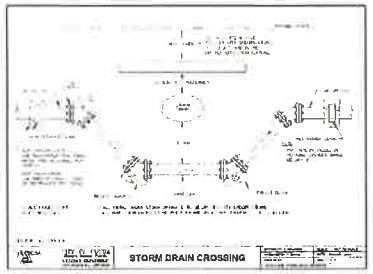
BLOW-OFF DETAIL 1



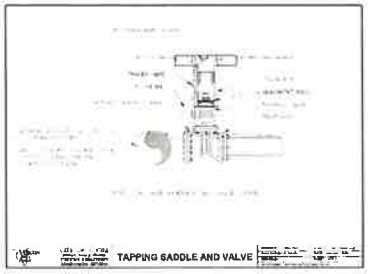
DOUBLE CHECK DETECTOR METERED FIRELINE



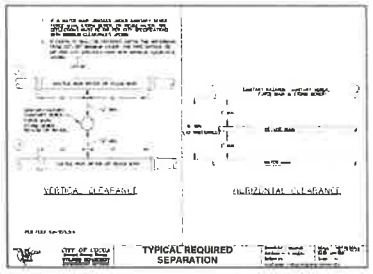
JUMPER METER ASSEMBLY



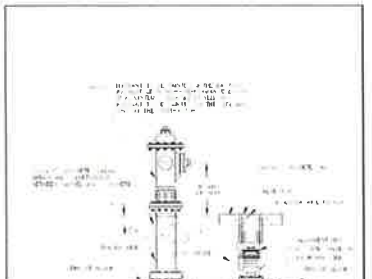
STORM DRAIN CROSSING



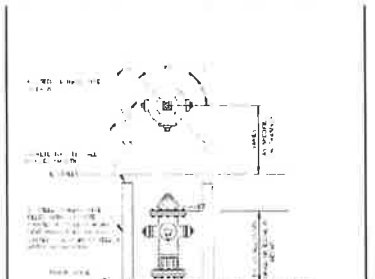
TAPPING SADDLE AND VALVE



TYPICAL REQUIRED SEPARATION



FIRE HYDRANT DETAIL



FIRE HYDRANT GUARD POSTS

RESTRAINED PIPE TABLE
WATER AND RECLAIMED WATER MAINS

TYPE	MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)							
	PIPE SIZE							
	4"	6"	8"	10"	12"	16"	20"	24"
90° BEND	24	29	36	43	51	68	79	91
45° BEND	9	12	15	19	22	45	13	16
22-1/2° BEND	5	6	8	9	11	14	18	19
11-1/4° BEND	3	3	4	5	6	7	8	9
PLUG, BRANCH OR TEE, VALVE	36	42	267	320	411	203	234	273

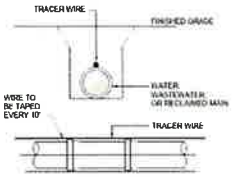
NOTES:

1. FITTINGS SHALL BE RESTRAINED JOINTS.
2. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN SHOWN IN THE TABLE.
3. WHERE TWO OR MORE FITTINGS ARE TOGETHER, USE FITTING WHICH YIELDS GREATEST LENGTH OF RESTRAINED PIPE.
4. ALL LINE VALVES AND THROUGH RUN OF TEES SHALL BE RESTRAINED.
5. LENGTHS SHOWN IN THE TABLE HAVE BEEN CALCULATED IN ACCORDANCE WITH THE PROCEDURE OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" AS PUBLISHED BY DIPRA, WITH THE FOLLOWING ASSUMPTIONS:

   WORKING PRESSURE: 150 PSI
   SOIL DESIGNATION: SM (SAND SILT)
   LAYING CONDITIONS: 3

6. TABLE IS FOR PVC AND WRAPPED DUCTILE IRON.

RESTRAINED PIPE TABLE WATER & RECLAIMED WATER MAINS



NOTES:

1. ALL PIPE SHALL REQUIRE INSULATED TRACER WIRE CAPABLE OF DETECTION AND SHALL BE TAPED EVERY 10' TO TOP CENTERLINE OF THE PIPE
2. WIRE IS TO BE CONNECTED TOGETHER USING AN UNDERGROUND WIRE NUT WITH A SILICON BASED SEALANT
3. SEE "TRACER WIRE" SPECIFICATIONS

TRACER WIRE DETAIL

DATE	REVISIONS	BY	CHKD
08/18/2025	REVISED PER PORT AUTHORITY COMMENTS	CFN	GRC
06/18/2025	REVISED PER PORT AUTHORITY COMMENTS	CFN	GRC
01/16/2025	REVISED PER COCOA COMMENTS	REA	GRC
12/12/2024	REVISED PER CLIENT COMMENTS	JWM	GRC
11/24/2024	REVISED PER COCOA, CAPE CANAVERAL, AND F.D.E.P. COMMENTS	JWM	GRC
09/30/2024	REVISED PER CITY AND F.D.O.T. COMMENTS	JWM	GRC

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CITY OF COCOA UTILITY DETAILS

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	JWM	GRC	GRC

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SEPTEMBER 2024
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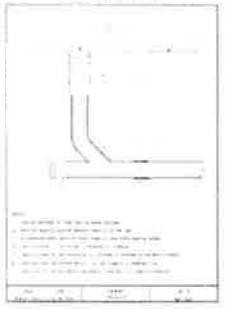

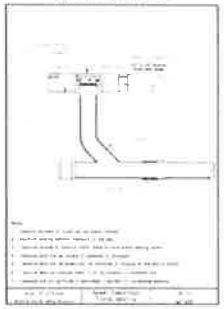

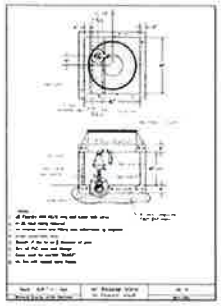

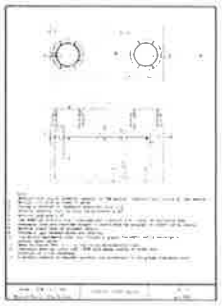

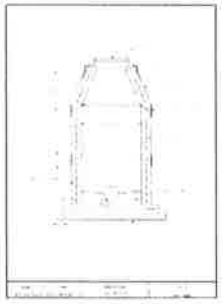

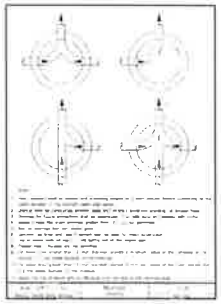

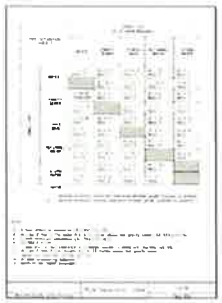

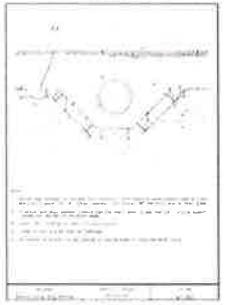

DATE	REVISION	BY	CHK	APP
09/18/2024	REVISED PER PORT AUTHORITY COMMENTS	CPH	GRC	
09/10/2024	REVISED PER PORT AUTHORITY COMMENTS	CPH	GRC	
01/16/2024	REVISED PER COCOA COMMENTS	BEA	GRC	
12/22/2023	REVISED PER CLIENT COMMENTS	JWM	GRC	
11/29/2023	REVISED PER COCOA, CAPE CANAVERAL, AND FDEP COMMENTS	JWM	GRC	
08/30/2023	REVISED PER CPT AND FDEP COMMENTS	JWM	GRC	

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GRC	JWM	GRC	GRC

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10 of 27

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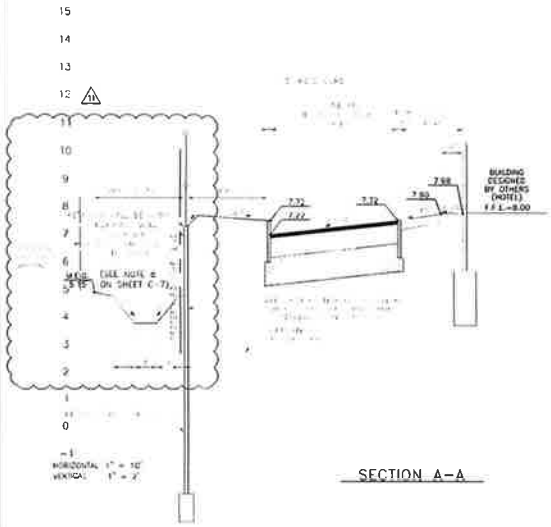
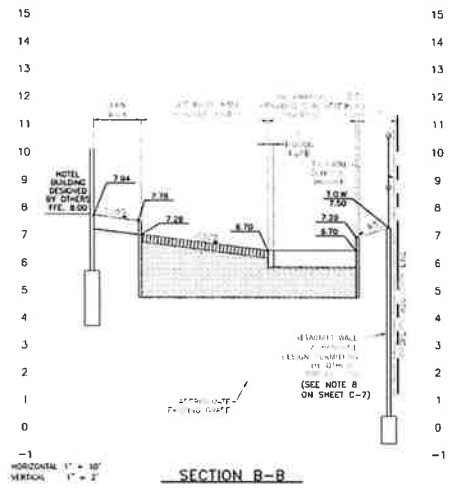


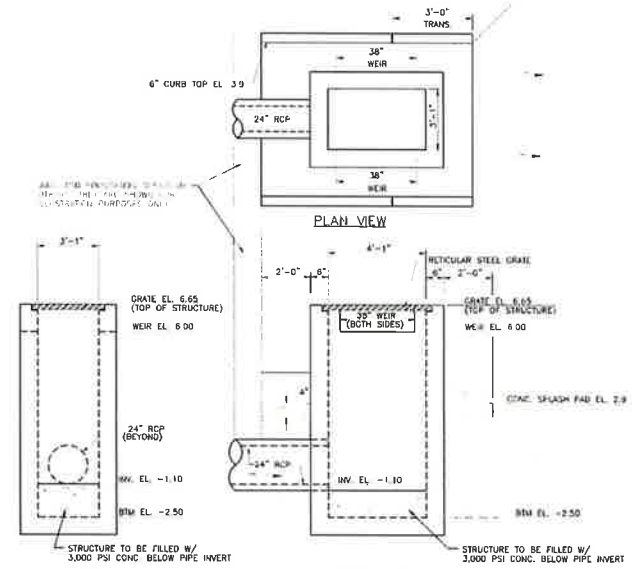
SECTION A-A

NOTE:

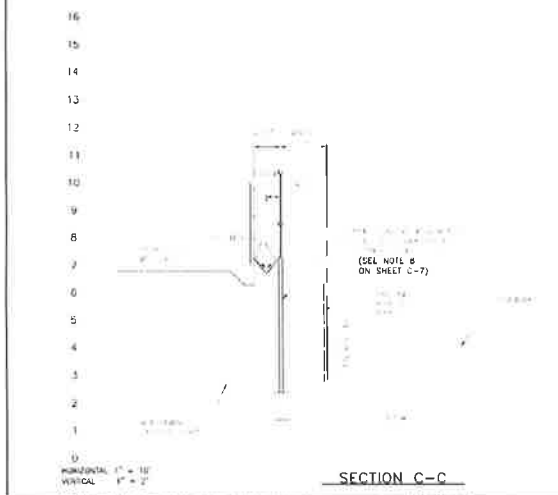
1. GRAVEL AND STONE SHALL BE COMPACTED TO A FIRM/UNYIELDING CONDITION



SECTION B-B



TYPE D OUTFALL STRUCTURE DETAIL (SD-9)
NTS



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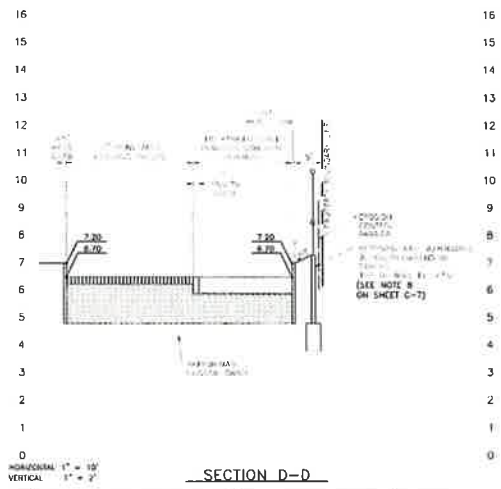
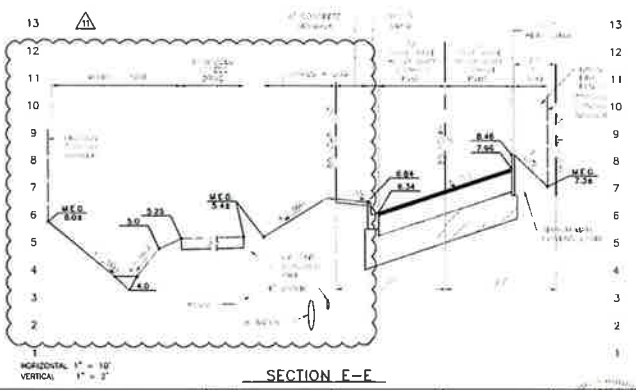


SECTION D-D



SECTION E-E

DATE	REVISIONS	BY	CHKD
08/19/2024	REVISED PER PORT AUTHORITY COMMENTS	CFH	GRC
09/10/2024	REVISED PER PORT AUTHORITY COMMENTS	CFH	GRC
01/16/2025	REVISED PER COCOA COMMENTS	WCA	GRC
10/30/2025	REVISED PER CLIENT COMMENTS	JWM	GRC
11/24/2025	REVISED PER COCOA, CAPE CANAVERAL, AND F.D.E.P. COMMENTS	JWM	GRC
08/30/2023	REVISED PER CITY AND F.D.O.T. COMMENTS	JWM	GRC

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SITE CROSS SECTIONS (1 OF 2)

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GRC	JWM	GRC	GRC

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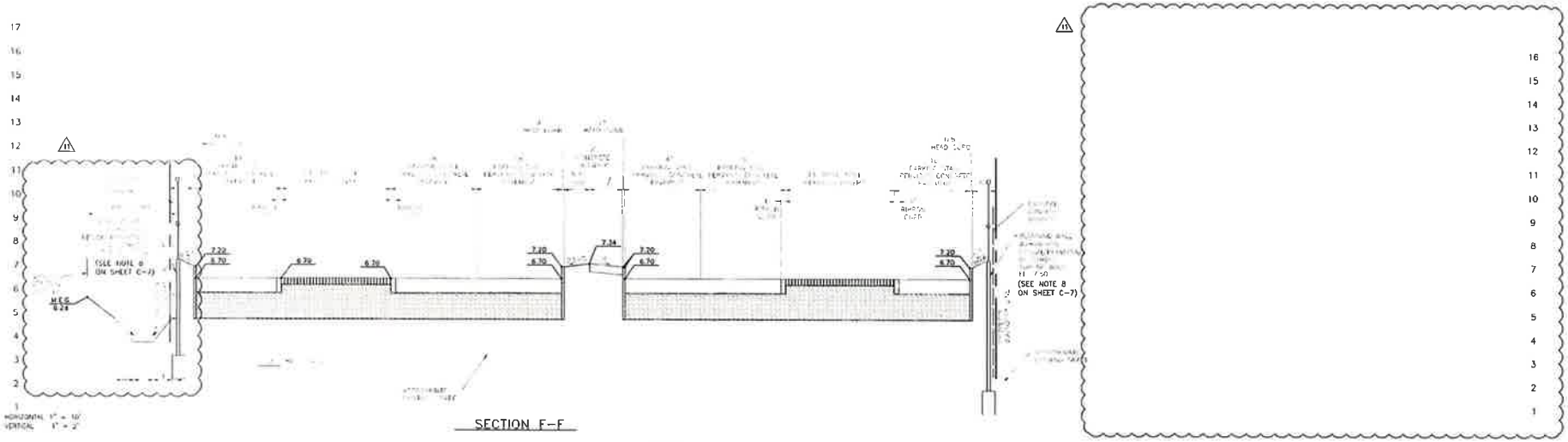
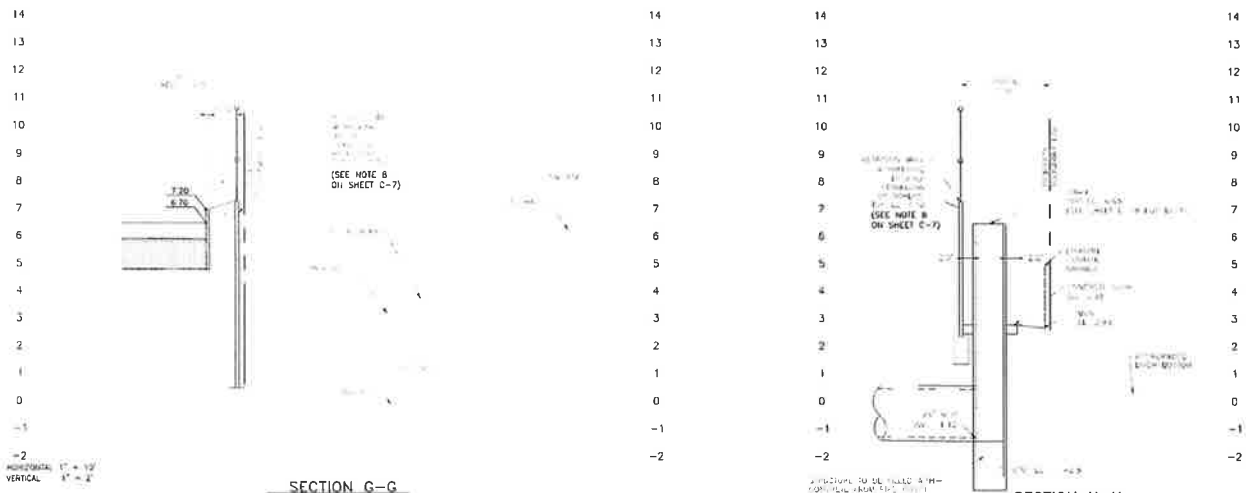
SEPTEMBER 2024
C-18



SECTION F-F

NOTE:

1. GRAVEL AND STONE SHALL BE COMPACTED TO A FIRM/UNYIELDING CONDITION



SECTION G-G

SECTION H-H

DATE	REVISION	BY	DESIGN
08/18/2025	REVISED PER PORT AUTHORITY COMMENTS	CPH	GRC
06/18/2025	REVISED PER PORT AUTHORITY COMMENTS	CPH	GRC
01/16/2025	REVISED PER BOCOM COMMENTS	BEA	GRC
12/30/2025	REVISED PER CLIENT COMMENTS	JAM	GRC
11/24/2025	REVISED PER BOCOM, CAPE CANAVERAL, AND F.D.E.P. COMMENTS	JAM	GRC
09/30/2025	REVISED PER CITY AND F.D.O.T. COMMENTS	JAM	GRC

CAPE CANAVERAL HOTEL
CONSTRUCTION PLANS
COLUMBIA ROAD
CAPE CANAVERAL, FLORIDA

FEG FLORIDA ENGINEERING GROUP
now part of
THOMAS & HUTTON

5127 S. Orange Avenue, Suite 200
Orlando, FL 32809
Phone: 407-895-0324
Fax: 407-895-0325
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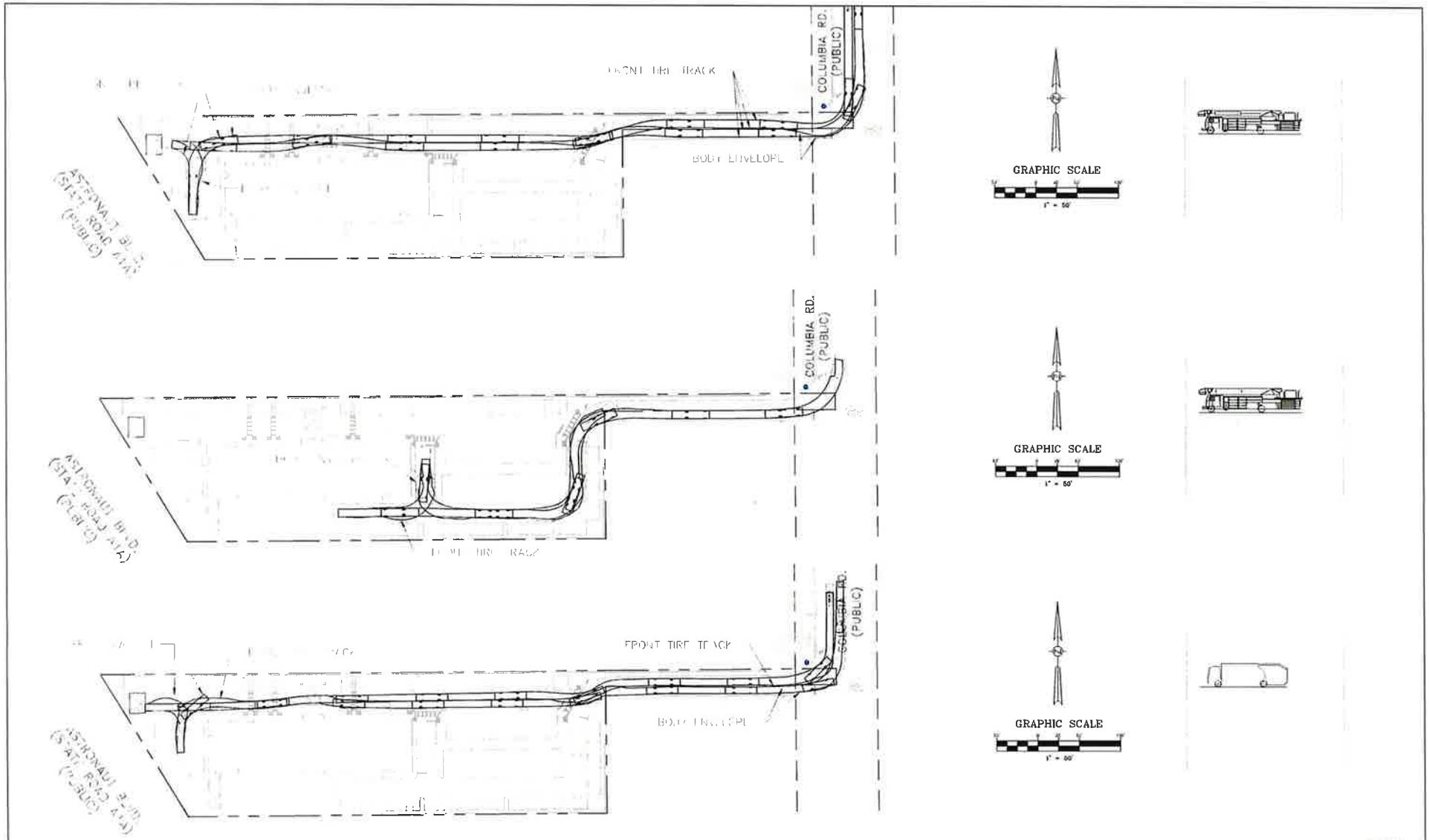
SITE CROSS SECTIONS (2 OF 2)

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	JWM	GRC	GRC

20-034
NOTED
SEPTEMBER 2024
C-19
21 27



DATE	REVISION	BY	REVIEW
08/18/2024	REVISED PER PORT AUTHORITY COMMENTS	CFM	GRC
09/18/2024	REVISED PER PORT AUTHORITY COMMENTS	CFM	GRC
01/16/2025	REVISED PER COCOA COMMENTS	REA	GRC
12/02/2025	REVISED PER CLIENT COMMENTS	JWM	GRC
11/04/2025	REVISED PER COCOA, CAPE CANAVERAL, AND FDEP COMMENTS	JWM	GRC
09/30/2025	REVISED PER CITY AND FDOT COMMENTS	JWM	GRC

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Fax 407-895-0325

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FIRE TRUCK PATH PLAN

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	JWM	GRC	GRC

20-034
1" = 50'
SEPTEMBER 2024
C-20
22 – 27

No 61430
STATE OF
PROFESSIONAL ENGINEER

20034 AutoTurnPlan.dwg

RILEY & Company, Inc. (Duplex LS)©

w/ BATTERY BACK-UP FOR AUDIO AND VISUAL ALARMS & GUARD PRO IV MONITORING SYSTEM

(No Substitutions - No Alternates)

RILEY & COMPANY, INC. / GUARD PRO IV MONITORING SYSTEM:
GUARD PRO IV offers a remote control and maintenance solution which allows you to create a decentralized system to monitor and control devices. Up to eight (8) different lift station inputs can be monitored and up to eight (8) outputs can be controlled remotely. The GUARD PRO IV can also notify up to eight (8) different recipients via sms text and/or email.

PUMPS: SPECIFICATION

Submersible grinder pumps shall be installed in the H-20 FRP wet well utilizing a dual slide rail system.

The pumps shall be capable of pumping materials normally found in domestic and commercial wastewater.

Stator winding shall be open type with Class H insulation and shall be heat-shrink fitted into the stator housing. The use of pins, bolts and other fastening devices is not acceptable.

A heat sensor thermostat shall be attached to the top end of the motor winding and shall be connected in series with a magnetic contactor coil in the control panel. If the winding temperature exceeds 140° C, the motor shall shut off but shall automatically reset when the temperature drops below the threshold. Two heat sensors shall be used on 3 phase motors. Upper & lower mechanical seals shall have Silicon Carbide vs Silicon Carbide.

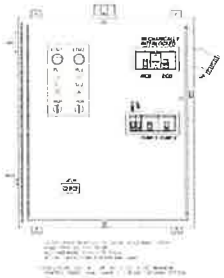
CONTROL PANEL: SPECIFICATION

The Enclosure shall be NEMA 4X, minimum 20" high x 20" wide x 10" deep with a 3 point latching system.
The enclosure shall have external mounting feet to allow for wall mounting.
The following components shall be mounted through the enclosure:
1- ea. Red Alarm Beacon (Light) LED 360 Degree viewable range, NEMA 4X
1- ea. Alarm Horn (minimum 95 DCB), ROHS 3 Compliant, NEMA 4X
1- ea. Generator Receptacle w/ weatherproof cover 60A Minimum. Shall meet UL 1682, UL 1686 and UL486E Compliance

The back panel shall be fabricated from .125, 5052 H32 marine alloy aluminum. All components shall be mounted by machined stainless steel screws.
The following components shall be mounted to back panel:
1- ea. Riley & Co. Guard Pro IV Monitoring Unit
2- ea. IEC Style Motor Contactors
1- ea. Volt Monitor (1 Ph) Phase Monitor (3 Ph) w/2 N/O & 1 N/C Contacts
1- ea. Alternator w/ Pump Lead Switch
1- ea. Control Transformer (480 Volt Only) (Min. 500VA)
1- ea. Model RCBBSAH Battery Back-Up w/ Smart Charger (UPS) - 24 Hr Min
20- ea. Terminals For Field Connections
6- ea. Terminals For Motor Connections (Single Phase Only)
7- ea. Grounding Lugs
1- ea. Lightning and Surge Protection shall meet the UL 1449 2nd Edition

The inner door shall have a continuous aluminum piano hinge.
The following components shall be mounted through the inner door:
1- ea. Main Circuit Breaker - UL489
1- ea. Emergency Circuit Breaker - UL 489
1- ea. Mechanical Interlock for Emergency And Main Breakers (UL Listed)
2- ea. Short Circuit Protectors w/ Auxiliary Contacts
1- ea. Control Circuit Breaker & GFCI Circuit Breaker - UL 489
1- ea. GFI Duplex Convenience Outlet - NEMA 5-15R
2- ea. Elapsed Time Meter, Non Resettable

MISCELLANEOUS: All wiring on the back panel shall be contained within the wiring duct. All wiring between the inner door and the back panel shall be contained with in a plastic spiral wrap. Each wire shall have a wire number at each end to correspond to the as built drawing for field troubleshooting. The control panel must be manufactured in house by the lift station supplier and be a TUV (UL508A Certified) facility.



WET WELL: SPECIFICATION

Wet Well FRP Wall Laminate must be designed to withstand wall collapse or buckling based on third party specifications and the assumptions below

*Hydrostatic Pressure 62.4 lbs Per SQ Ft
*Saturated Soil Weight: 120 lbs. Per Cubic Ft.
*Soil Modulus, 700 lbs Per SQ Ft.
*Pipe Stiffness as Specified in ASTM D 3753

The wet well FRP laminate must be constructed to withstand or exceed two times the assumed loading for the complete depth of the structure.

The cover shall be constructed of ¼ inch thick finished aluminum, diamond plate pattern with 300 series stainless steel hardware. The hatch shall have a positive means of locking the door open in the vertical position to hold open arm and shall be made of a non-corrosive material. The cover shall be mounted with minimum of six 300 series stainless steel fasteners. The access hatch cover shall have a lift handle and a means of locking.

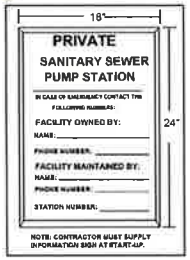
The prefabricated FRP lift station manufacturer shall guarantee the prefabricated lift station per approved drawings for a period of one year from the date of delivery.

INSPECTION & TESTING:
A factory representative shall be provided for a one (1) time start-up and shall have complete knowledge of the proper operation and maintenance of the complete system. The pump motors shall be megged out prior to the start-up to ensure that the insulation of the pump motor and cable is intact. The pumps and the controls shall be checked for mechanical reliability and proper operation.

EXECUTION:
Installation shall be in strict accordance with the manufacturer's recommendations in the locations shown on the engineered drawings.

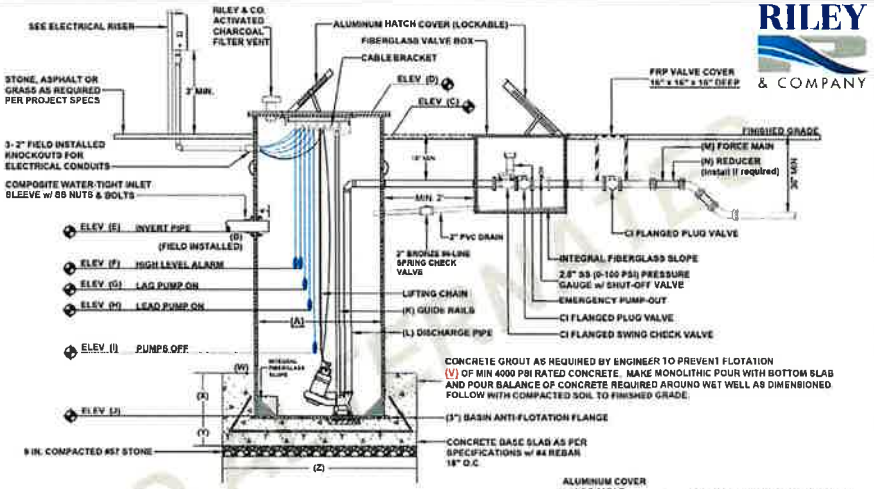
08/17/26 SR

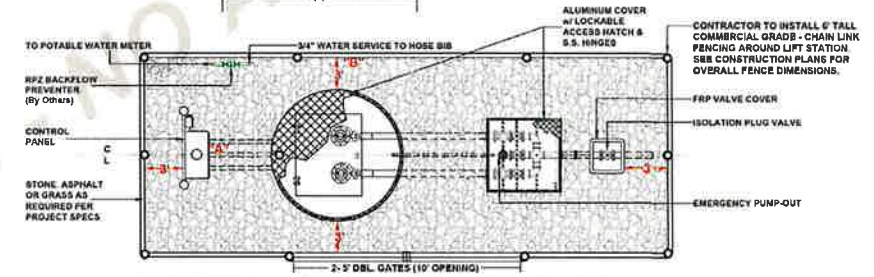
STATION DESIGN CONDITIONS		
PRIMARY PUMP CAPACITY	84	GPM
PRIMARY TDH	53	TDH
RUN-OUT PUMP CAPACITY	n/a	GPM
RUN-OUT TDH	n/a	TDH
PUMP MODEL #	HOMA RC30087	
R.P.M.	3450	
HORSEPOWER	4.1	
ELECTRICAL VOLTS / PHASE	230V/3Φ	
PUMP DISCHARGE SIZE	2"	
STATION ELEVATIONS AND DIMENSIONS		
WET WELL DIAMETER (A)	60"	
INVERT DIAMETER (B)	6"	
100 YEAR FLOOD ELEVATION	xx.xx	
FINISHED GRADE (C)	7.50'	
TOP OF WET WELL (D)	8.00'	
INLET / INVERT (E)	-0.37'	
HIGH LEVEL ALARM (HLA) (F)	-0.87'	
2nd PUMP ON (LAG) (G)	-1.37'	
1st PUMP ON (LEAD) (H)	-1.87'	
PUMPS OFF (OFF) (I)	-3.24'	
BOTTOM OF WET WELL (J)	-5.50'	
GUIDE RAIL DIAMETER (K)	1"	
DISCHARGE PIPE DIAMETER (L)	2"	
F.M. PIPE DIAMETER (M)	4"	
REDUCER (If Required) (N)	6" x 2"	
STATION MANUFACTURING MATERIALS		
DISCHARGE/RISER PIPE	HDPE	
INLET PIPE	PVC	
GUIDE RAIL	304 SS	
WET WELL	FRP ASTM D-3753	
WET WELL HATCH COVER	300 LBS PSF ALUM	
CABLE BRACKET	304 SS	
LIFTING CHAIN	304 SS	
PLUG VALVE	CAST IRON	
SWING CHECK VALVE	CAST IRON	
VALVE BOX	FRP	
VALVE BOX HATCH COVER	300 LBS PSF ALUM	
STATION VALVE BOX SIZES		
(36" x 36" x 36" DEEP)	FOR 2-3" DISCHARGE	
(48" x 48" x 36" DEEP)	FOR 4" DISCHARGE	
(72" x 72" x 48" DEEP)	FOR 6" DISCHARGE	
STATION HATCH OPENINGS		
WET WELL DIA. 48"	60"	72"
36" x 24"	36" x 30"	48" x 36"
CONCRETE BALLAST REQUIREMENTS		
CUBIC YARDS OF CONCRETE REQUIRED (V)	2.20 yds³	
CIRCUMFERENCE DIMENSION - WIDTH (W)	12.0"	
CIRCUMFERENCE DIMENSION - HEIGHT (X)	30.0"	
BASE SLAB DIMENSION - HEIGHT (Y)	12.0"	
BASE SLAB DIMENSION - LENGTH & WIDTH (Z)	84.0"	



LIFT STATION WILL BE PRIVATELY OWNED AND MAINTAINED

PRIOR TO START-UP, OWNER MUST HAVE A MINIMUM 1 YR. PREVENTIVE MAINTENANCE CONTRACT WITH A REPUTABLE LIFT STATION MAINTENANCE COMPANY.

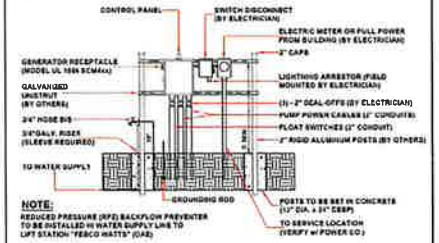




NOTE: PUMP CONTROL PANEL SHALL BE LOCATED A MIN. OF 3 FEET FROM WET WELL PERIMETER AT POINT "A" OR "B"

ELECTRICIAN NOTES:

1. DRAWING NOT TO SCALE
2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES
3. ELECTRICIAN TO INSTALL SWITCH DISCONNECT & LIGHTNING ARRESTOR
4. CONTRACTOR SHALL VERIFY POWER SUPPLY PRIOR TO ORDERING EQUIPMENT
5. NEUTRAL TO BE SUPPLIED FOR 3Φ/208-230V OR 1Φ/208-230V
6. EXCEPT FOR THE CONTROL PANEL, ALL EQUIPMENT AND COMPONENTS BY OTHERS



NOTE:
REDUCED PRESSURE (RPZ) BACKFLOW PREVENTER TO BE INSTALLED IN WATER SUPPLY LINE TO LIFT STATION "FEBCO WATTS" (OAR)

ELECTRICAL RISER FOR ILLUSTRATION PURPOSES ONLY

RILEY & COMPANY

RILEY & COMPANY, INC.
5491 BENCHMARK LANE
SANFORD, FL 32773
PH. 407-265-9963

CAPE CANAVERAL HOTEL

REVISIONS	BY	DATE

F.A.P. PROJECT NO. 20-034
SHEET NO. C-21
SHEET 23 OF 27

DRAWN BY
CHECKED BY
DATE
SCALE
JOB NO.
DRAWING NO.
SHEET NO.

For Lift Station Proposal:
Please Contact Chase Rachal
(407) 265-9963
c.rachal@rileyandco.com

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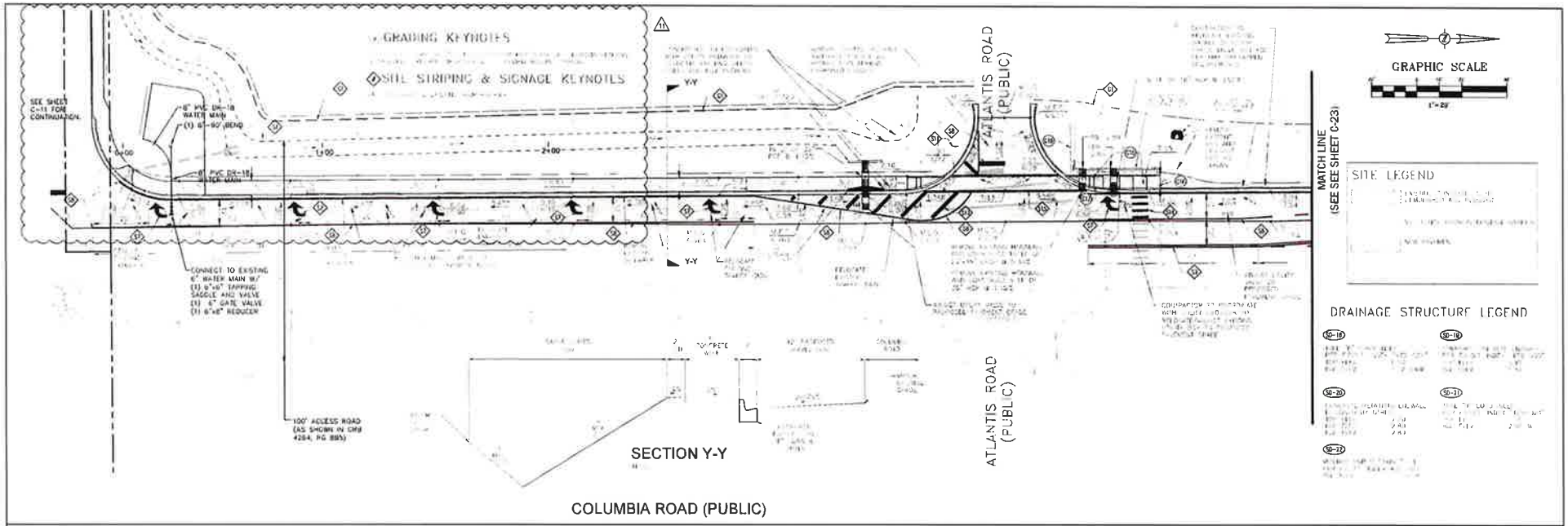
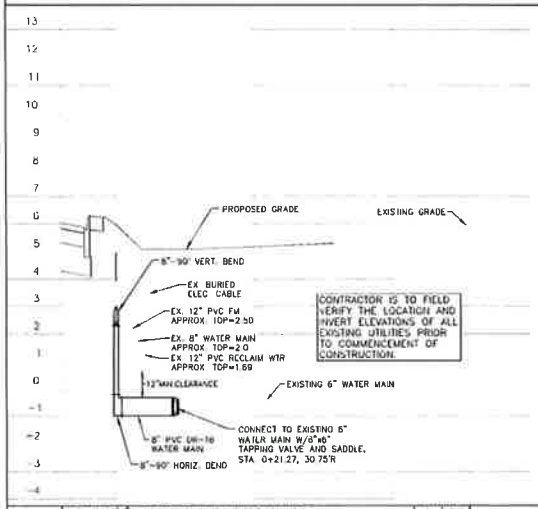




SITE CONSTRUCTION KEYNOTES

DEMOLITION KEYNOTES

SITE STRIPING & SIGNAGE KEYNOTES

SITE DRAINAGE KEYNOTES

GRADING KEYNOTES

SITE NOTES

DATE	REVISIONS	BY	DES
08/19/2024	REVISED PER PORT AUTHORITY COMMENTS	CPH	GRC
09/12/2024	REVISED PER PORT AUTHORITY COMMENTS	CPH	GRC
01/16/2025	REVISED PER KOORA COMMENTS	RCA	GRC
10/30/2025	REVISED PER CLIENT COMMENTS	JWM	GRC
11/24/2025	REVISED PER KOORA, CAPE CANAVERAL, AND F.D.E.P. COMMENTS	JWM	GRC
08/30/2026	REVISED PER KRY AND F.D.O.T. COMMENTS	JWM	GRC

CAPE CANAVERAL HOTEL
CONSTRUCTION PLANS
COLUMBIA ROAD
CAPE CANAVERAL, FLORIDA

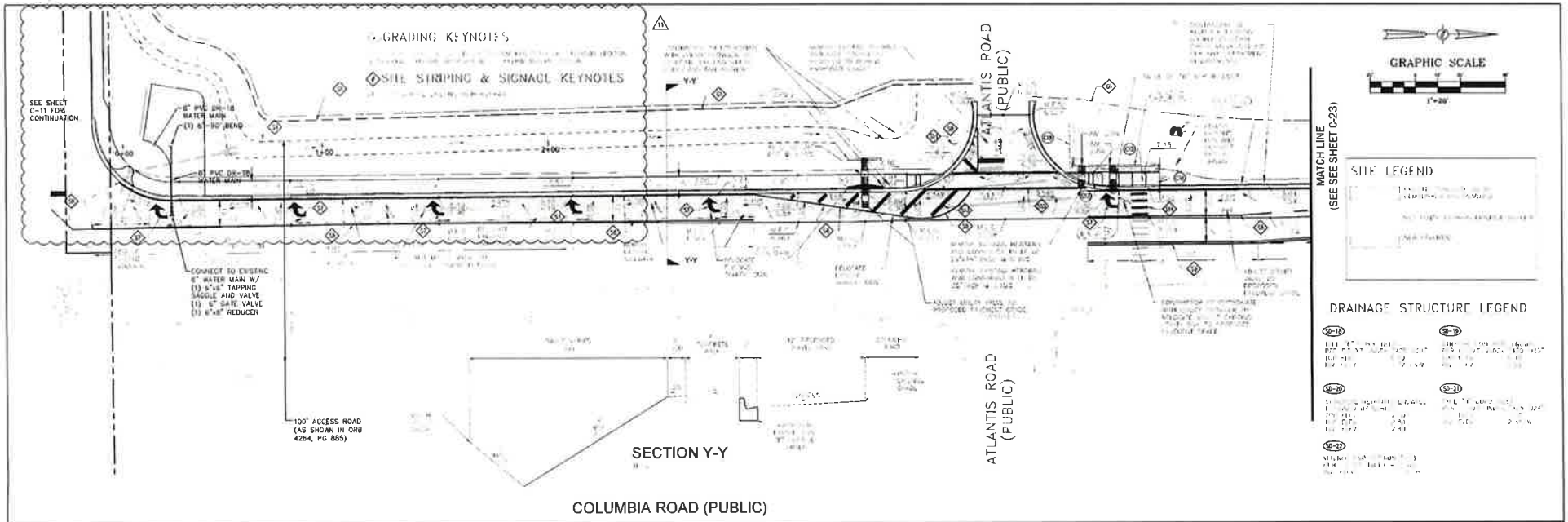
FEG FLORIDA ENGINEERING GROUP
THOMAS & HUTTON

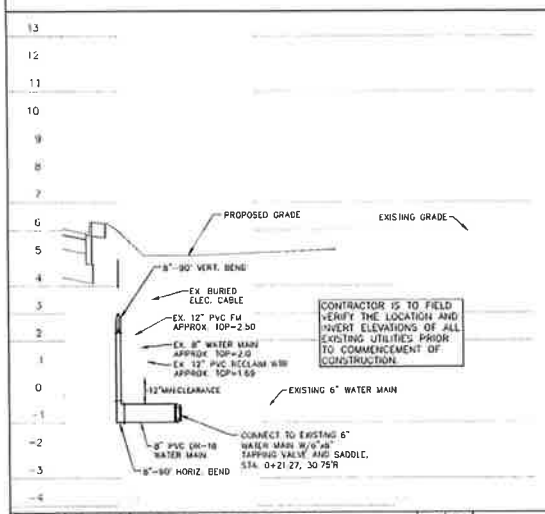
5127 S. Orange Avenue, Suite 200
Orlando FL 32809
Phone 407-895-0324
Fax 407-895-0325
www.thomasandhutton.com

COLUMBIA ROAD IMPROVEMENTS
(1 OF 2)

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	JWM	GRC	GRC

20-334
H 1"=20' V 1"=2'
SEPTEMBER 2024
C-22
24 27





SITE CONSTRUCTION KEYNOTES

DEMOLITION KEYNOTES

SITE STRIPING & SIGNAGE KEYNOTES

SITE DRAINAGE KEYNOTES

GRADING KEYNOTES

SITE NOTES

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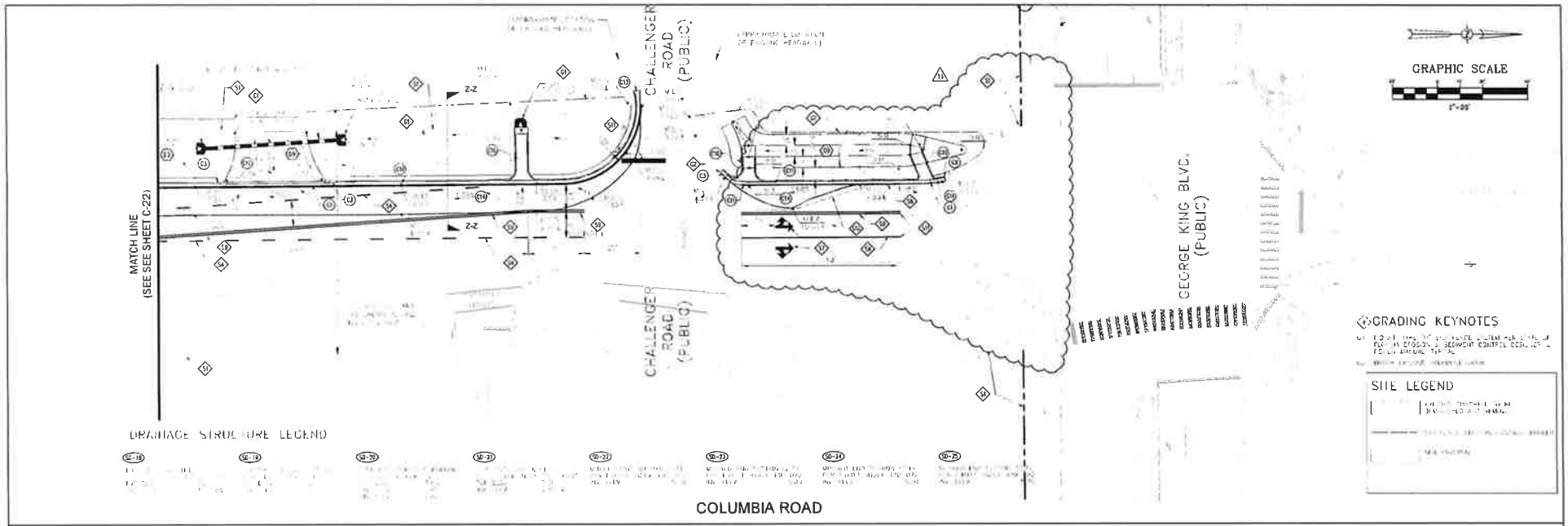
COLUMBIA ROAD IMPROVEMENTS
(1 OF 2)

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	JWM	GRC	GRC

20-034
H 1"=20' V 1"=2'
SEPTEMBER 2024
C-22
24 OF 27

NO STAMP
STATE OF



KEYNOTES

HEAVY DUTY ASPHALT PAVING DETAIL

SITE CONSTRUCTION KEYNOTES

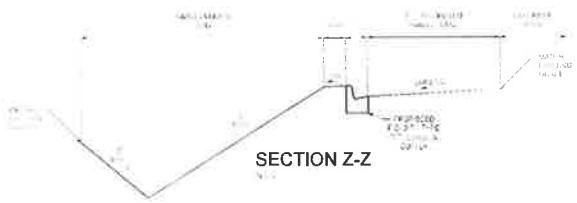
DEMOLITION KEYNOTES

SITE STRIPING & SIGNAGE KEYNOTES

SITE DRAINAGE KEYNOTES

GRADING KEYNOTES

SITE NOTES



DATE	REVISIONS	BY	PEER
08/19/2025	REVISED PER PORT AUTHORITY COMMENTS	CPN	GRC
09/10/2025	REVISED PER PORT AUTHORITY COMMENTS	CPN	GRC
01/16/2026	REVISED PER COCOA COMMENTS	AGA	GRC
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COLUMBIA ROAD IMPROVEMENTS
(2 OF 2)

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
GRC	JWM	GRC	GRC

20-024
NOTED
SEPTEMBER 2024
C-23
25 27

Certified General Contractors, Inc.
730 E Strawbridge Ave, Suite 100
Melbourne, Florida 32901
P: (321) 984-5000

Project: 1145 1145 - Compass Landing Hotel (Cape Canaveral)

Submittal #2.3.0 - Retaining Wall Accessories

Revision	0	**Submittal Manager**	Byron Mariotti (Certified General Contractors, Inc.)
Status	Open	**Date Created**	Jan 15, 2026
Issue Date	Jan 15, 2026	**Spec Section**	
Responsible Contractor	PaverScape	**Received From**	Brett Emery (PaverScape)
Received Date		**Submit By**	
Final Due Date	Jan 29, 2026	**Lead Time**	
		Cost Code	
Location		**Type**	Product Information
Submittal Package			
Approvers	Greg Crawford (Thomas & Hutton), Robin Persad (Thomas & Hutton)		
Ball in Court	Byron Mariotti (Certified General Contractors, Inc.)		
Distribution	Byron Mariotti (Certified General Contractors, Inc.)		
Description			

Submittal Workflow

Name	Sent Date	Due Date	Returned Date	Response	Attachments
General Information Attachments					
Byron Mariotti		Jan 15, 2026		Pending	
Greg Crawford		Jan 29, 2026		Pending	
Robin Persad		Jan 29, 2026		Pending	

☐ NO EXCEPTIONS TAKEN ☑ FURNISH AS CORRECTED
☐ REJECTED ☐ REVISE AND RESUBMIT

This review was performed only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Modifications or comments made on the shop drawings during this review do not relieve the Contractor from compliance with the requirements of the plans and specifications. Approval of a specific item does not include approval of the assembly of which the item is a component. Contractor is responsible for dimensions to be confirmed and correlated at the jobsite. Information that pertains solely to the fabrication process or to the means, methods, techniques, sequences and procedures of construction, coordination of the work of all trades, and for performing all work in a safe and satisfactory manner remains the responsibility of the Contractor

THOMAS & HUTTON

BY Robin Persad 04/01/2026

For Review
01/15/2026 12:12:00 PM

SUBMITTAL PACKAGE

CAPE CANAVERAL HOTEL
11/21/2025

TRINITY RETAINING WALL UNITS

COLOR – NATURAL GREY

EWG 40 GEO-GRID

FILTER FABRIC NG 3.5

SUPERIOR STRENGTH SRW ADHESIVE

2-RAIL BLACK ALUMINUM HANDRAIL – INDUSTRIAL GRADE
CODE COMPLIANT

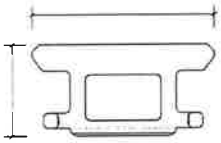
PaverScape, Inc.
2430 Ridgemoor Dr. Orlando, FL 32828 • 407-381-1022 • Fax: 407-381-1034 • karen.paverscape@gmail.com
www.paverscapeinc.net

TRiNiTY 9

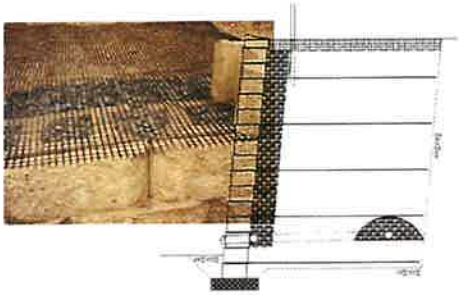
Segmential Block Wall System

PROduct specifications

- 8"Hx 18"Wx 9"D
- 1 SF Face Area/Unit
- Approximately 50 lbs per block



FRICTIONAL



Using conventional geogrid to create a MSE (Mechanically Stabilized Earth) structure.

FACE OPTIONS

Straight Face

Set-back

Top nodes create 5.4 degrees set-back.

Vertically aligned cores allow for easy core filling with stone.

EARTH WALL PRODUCTS

earthwallproducts.com

PH 678.594.3451

Standard Colors

A-1 Block provides exceptional design possibilities. We strive to meet the needs of creative architects, designers, builders and owners by offering hundreds of colors, shapes, sizes and textures for interior and exterior applications.

S-191

S-112

S-100

S-141

S-140

S-104

S-182

S-126

S-139

S-159

S-133

S-168

S-105

S-115

S-203

Control Gray

Color to be approved by the Owner/Architect

COMING SOON!

Blended Colors & Distinctive Aggregates

Disclaimer: *Photos are provided to create interest. Contact your A1 Block Representative to request actual physical samples. Due to the nature of natural aggregates, cement, and curing process, some color variations from block to block may be expected.*

NG FILTER FABRICS
Product Data Sheet

NG (Nonwoven Geotextile) is a needlepunched nonwoven geotextile made of 100% polypropylene staple fibers, which are formed into a random network for dimensional stability. NG resists ultraviolent deterioration, rotting, biological degradation, naturally encountered basics and acids. Polypropylene is stable within a pH range of 2 to 13. Below are the Index Property test values. Made in the U.S.A.

Minimum Average Roll Values (M.A.R.V.)

	NG 3.5	NG 4.0	NG 4.2	NG 6.0	NG8.0	NG 16.0
			AASHTO Class 3	AASHTO Class 2	AASHTO Class 1	
Weight oz/sy (g/sm) ASTM D 5261	3.5 (119)	4.0 (136)	4.2 (142)	6.0 (203)	8.0 (271)	16.0 (542)
Permittivity sec -1 ASTM D 4491	2.0	2.0	1.7	1.5	1.35	0.7
AOS US Sieve (mm) ASTM D 4751	50 (0.300)	70 (0.212)	70 (0.212)	70 (0.212)	80 (0.180)	100 (0.150)
Grab Elongation (%) ASTM D 4632	50	50	50	50	50	50
Trapezoid Tear lbs (kN) ASTM D 4533	40 (0.178)	50 (0.222)	50 (0.222)	60 (0.267)	85 (0.378)	145 (0.644)
Grab Tensile lbs (kN) ASTM D 4632	90 (0.401)	100 (0.445)	120 (0.533)	160 (0.711)	205 (0.911)	380 (1.690)
Puncture Resistance lbs(kN) ASTM D 4833	60 (0.267)	65 (0.289)	65 (0.290)	90 (0.400)	120 (0.533)	240 (1.070)
UV Resistance %/hrs ASTM D 4355	70 / 500	70 / 500	70 / 500	70 / 500	70 / 500	70 / 500
Water Flow gpm/sf(l/min/sm) ASTM D 4491	150 (6095)	140 (5689)	120 (4885)	110 (4480)	90 (3657)	50 (2035)
Mullen Burst psi (kPa) ASTM D 3786	210 (1448)	210 (1448)	225 (1489)	305 (2103)	350 (2413)	750 (5171)
CBR Puncture lbs (kN) ASTM D 6241	300 (1.32)	300 (1.32)	340 (1.46)	410 (1.82)	535 (2.38)	1,080 (4.82)
Square Yards Per Roll	500 / 600	500 / 600	500 / 600	500	500	250
Roll Weight lbs	130 / 155	146 / 172	152 / 180	195	250	250
Roll Dimensions (W x L) - ft	12.5/15 x 360	12.5/15 x 360	12.5/15 x 360	15x300	15x300	15x150

June 2015

The use and selection of the product above should be completed by a competent design professional. Specifications as outlined above are subject to change. The products above are specifically designed for subsoil filtration. Earth Wall Products, LLC has compiled the above information based on tests conducted in accordance with recognized Industry Standards. Earth Wall Products will have no liability for consequential damages. No warranties are express or implied, including without limitation any warranties of fitness for a particular purpose, marketability, value, or conidtion. Regardless of the casue of action or legal theory, the liability of Earth Wall Products shall be limited to the fee paid to Earth Wall Products. Copyright 2015 by Earth Wall Products, LLC.

EARTH WALL PRODUCTS
Marietta, GA 30064 | PH 770.378.5012
earthwallproducts.com

EWG

EARTH WALL GEOGRID
Product Data Sheet

August 2023

EWG (Earth Wall Geogrid) is designed in the USA by our retaining wall engineers and contract produced to exacting specifications as well as tested by a GAI certified testing laboratory here in the USA. The high tenacity polyester yarns are knitted into a uniform network of apertures providing unsurpassed reinforcement capacity and engineering efficiency. The geogrid is engineered to be both mechanically and chemically durable (pH between 3 and 9). The black polymer coating provides UV protection and additional stability and durability.

Minimum Average Roll Values

		40		60		80		120		150	
STRENGTH											
Ultimate Strength (T_{Ult}) ASTM D6637-lb/ft (kN/m) MD		2,741	40.0	4,111	60.0	5,482	80.0	8,223	120.0	10,278	150.0
Creep Reduction Factor		1.44		1.44		1.44		1.44		1.44	
Durability Reduction Factor, RF		1.10		1.10		1.10		1.10		1.10	
Installation Damage (RF_{ID})											
RFID (Soil -15mm minus, D50 ≤ 0.2mm) (SM, SC, CL, ML) - Sand & Silt		1.02		1.02		1.02		1.02		1.02	
RFID (Soil - 15mm minus, D50 ≤ 5mm) (SW, SP, SM, SC) - Sand		1.04		1.04		1.04		1.04		1.04	
RFID (Soil - 25mm (1") minus, D50 ≤ 10mm) (GP, GW, GM, GC, SW, SP, SM, SC)		1.09		1.09		1.09		1.09		1.09	
RFID (Soil - 50mm (1.5") minus, D50 ≤ 20mm) (GP)		1.14		1.14		1.14		1.14		1.14	
Tal (LTDS) - Long Term Design Strength											
USCS Soil Classification (SM, SC, CL, ML)	lbs/ft	1,696		2,544		3,393		5,089		6,361	
	kN/m	25		37		50		74		93	
USCS Soil Classification (SW, SP, SM, SC)	lbs/ft	1,664		2,496		3,328		4,992		6,239	
	kN/m	24		36		49		73		91	
USCS Soil Classificaion (GP, GW, GM, GC, SW, SM, SC)	lbs/ft	1,588		2,381		3,175		4,763		5,953	
	kN/m	23		35		46		70		87	
USCS Soil Classification (GP)	lbs/ft	1,518		2,277		3,036		4,554		5,692	
	kN/m	22		33		44		66		83	
Interaction Coefficients				Silt 0.6-0.7,		Sandy Silt 0.7-0.8,		Sand 0.8-0.9,		Gravel 0.9-1.0	
ROLL SIZE											
Width feet(m)		6.40	(2.0)	6.40	(2.0)	6.40	(2.0)	6.40	(2.0)	6.40	(2.0)
Length feet(m)		328.10	(100.0)	328.10	(100.0)	328.10	(100.0)	328.10	(100.0)	328.10	(100.0)
Area sq.yards(m2)		240	(200)	240	(200)	240	(200)	240	(200)	240	(200)
Weight lbs(N)		86.6	(39.30)	103.0	(46.70)	125.8	(57.00)	164.5	(74.60)	194.4	(88.20)

WHERE: MD = Machine Direction, running along roll length
CMD = Cross Machine Direction, running across the roll width
RFd = 1.1 recommended based upon FHWA Demonstration Project 82
Tal (LTDS) = Long Term Design Strength = $T_{Ult} / RF_{Creep} \times RF_{Installation\ Damage} \times RF_{Durability}$

The use and selection of the product above should be completed by a competent design professional. Specifications as outlined above are subject to change. The products above are specifically designed for earth reinforcement only. Earth Wall Products, LLC has compiled the above information based on tests conducted in accordance with recognized Industry Standards. Earth Wall Products will have no liability for consequential damages. No warranties are expressed or implied, including without limitation any warranties of fitness for a particular purpose, marketability, value, or condition. Regardless of the cause of action or legal theory, the liability of Earth Wall Products shall be limited to the fee paid to Earth Wall Products. Copyright 2023 by Earth Wall Products, LLC

EARTH WALL PRODUCTS
earthwallproducts.com
PH 678.594.3451

Superior Strength Solvent-Based

Contractors Ask for it by Name!

COVERAGE: Approximate Length of Bead		
Bead Size	10 oz (295ml)	28 oz (828ml)
1/4"(6.35mm)	32 ft (9.75m)	89 ft (27.12m)
3/8"(9.52mm)	14 ft (4.26m)	35 ft (10.66)

Benefits

- Superior strength and longevity
- Works on wet or frozen surfaces
- High-temperature compatible
- Will not freeze & extrudes down to 10°F (-13°C)
- Regular and VOC compliant
- Interior/exterior use

Instructions

bitly.com/ASinstruct

Application Temps

10–120°F (-13–48°C) for adhesive and surfaces.

Shelf Life

18 months

Method of Application

Cartridge/caulking gun

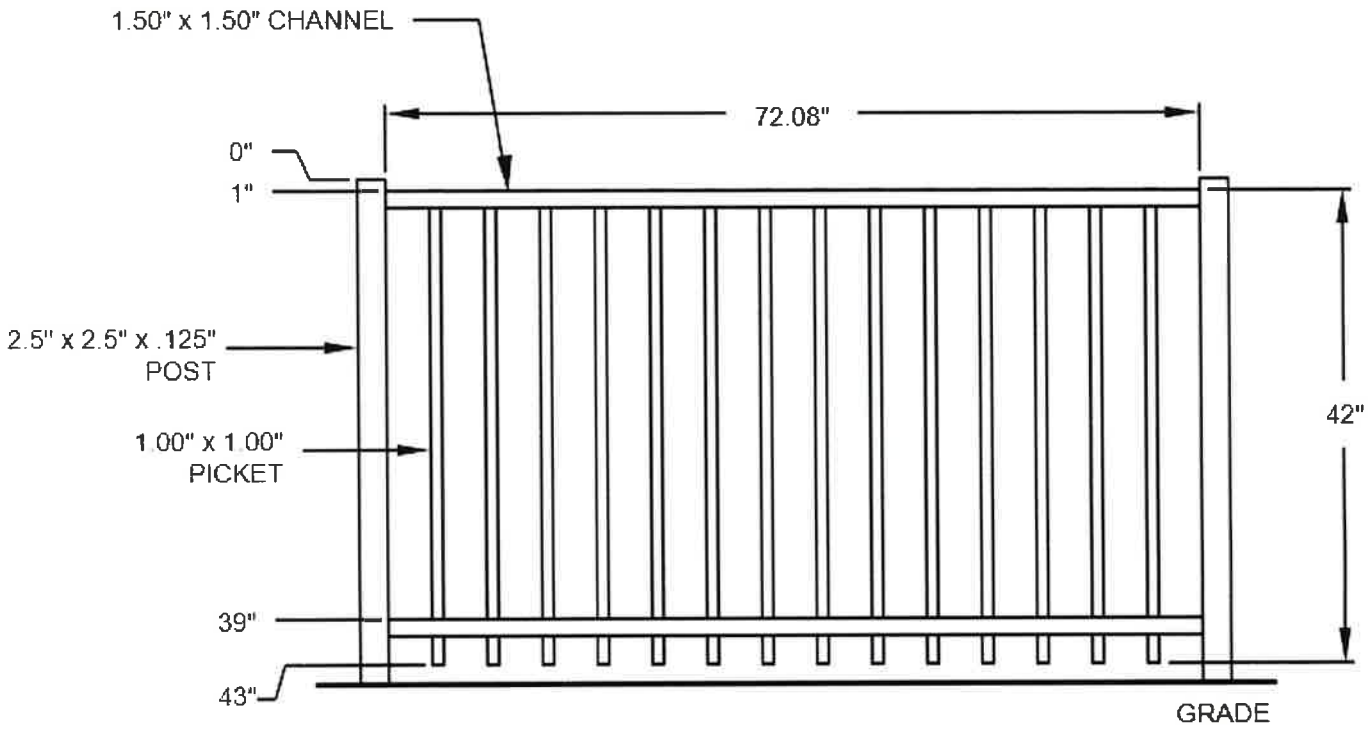
Working Time

10 minutes open time. Material can be repositioned for up to 1 hour.

Storage

Store in a cool, dry place in upright position out of direct sunlight. Will not freeze or be damaged by low temperatures.

72.08" PANEL ASCOT 2-CH 42" INDUSTRIAL	
ALUMI-GUARD®	DATE: 06/28/2018
PO/JOB NAME:	ITEM: PANEL
QUOTE NO: INDUSTRIAL	HINGE TYPE: ---
COLOR: BLACK	DAYLIGHT OPENING: ---
APPROVAL SIGNATURE (REQUIRED):	



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Barrette

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1. Memorandum

To: Michael A. Stephens, Chief Executive Officer

From: Matt Bauer, Vice President of Procurement

Date: August 21, 2026

Subject: Janitorial Services

2. Background

On October 1, 2020, the Authority entered into a Contract for Janitorial Services with Flagship Airport Services, Inc.

On March 5, 2025, the first, one-year renewal option was exercised by the CEO.

The Contract currently expires on September 30, 2026.

Article 3, TERM, states as follows:

“The Term of this Contract commences on October 1, 2020 and will continue through September 30, 2025 unless terminated earlier as provided herein. This Contract may be renewed at the same terms and conditions hereunder for three, discrete one-year periods at the discretion of the CEO. Such renewal will be effective by issuance of a written letter to Company by CEO. If all such renewals are exercised, this Contract will have a final termination date of September 30, 2028. Authority may terminate this Contract, without cause, by giving sixty (60) days written notice to Company."

3. Recommendation

The Vice President of Procurement recommends the Chief Executive Officer authorize the second, one-year renewal option at the same terms and conditions for the renewal period of October 1, 2026 through September 30, 2027.

4. Link to Attachments

Renewal 2 - Janitorial Services - Operations

Legal Reviewed

DocuSigned by:

D. Scott Knight

0E39E643E96946B...

SIGNATURE

8/21/2026

DATE SIGNED

CEO Approved

Signed by:

Michael Stephens

64F30FF847E1442...

SIGNATURE

8/21/2026

DATE SIGNED

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Exhibits List

A - Renewal Letter to Supplier CEO

B - Required Contract Provisions

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Exhibit A

Renewal Letter to Supplier CEO

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Tampa International Airport

Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport

Hillsborough County
Aviation Authority
P.O. Box 22287
Tampa, Florida 33622
phone/ 813-870-8700
fax/ 813-875-6670
TampaAirport.com

August 21, 2026

Flagship Aviation Services, LLC
Attn: Derrick Deadwiler
405 S Kimball Ave
Southlake, TX 76092

Re: Notice of Renewal of Contract for Janitorial Services (Contract)

Mr. Deadwiler,

This letter is to inform you that the Hillsborough County Aviation Authority, in accordance with Article 3, TERM, of the Contract, will be exercising the second, one-year renewal option.

The renewal Term for the provision of Services will be October 1, 2026 through September 30, 2027. All other terms and conditions of the Contract will remain the same.

If you have any questions or concerns you may contact Tessa Seel, Procurement Agent, at 813-439-9847 or TSeel@TampaAirport.com.

Sincerely,

Signed by:
Michael Stephens
64F30FF847E1442...

Michael A. Stephens
Chief Executive Officer

Cc: Records Information Center
Chris Reyes, Senior Manager of Risk and Safety
Christine Phillips, Senior Manager of Operations Support
Benjamin Robins, Vice President of Operations

Michael A. Stephens, Chief Executive Officer | Brig. General Chip Diehl, Chairman | Gary W. Harrod, Vice Chairman
Mayor Jane Castor, Secretary | Robert I. Watkins, Treasurer | Commissioner Harry Cohen, Assistant Secretary/Assistant Treasurer

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Exhibit B

Required Contract Provisions

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SCRUTINIZED COMPANY CERTIFICATION

Hillsborough County Aviation Authority
PO Box 22287
Tampa, FL 33622
Telephone. 813-870-8700

This certification is required pursuant to Florida Statute Section 287.135.

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract for goods or services of $1 million or more, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List or that has business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity.

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract for goods or services of any amount, participating in a boycott of Israel is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity.

Company: Flagship Aviation Services LLC		
Address: 405 S Kimball Ave		
City: Southlake	State: TX	Zip Code: 76092
Phone: 817-999-9295	Email: ddeadwiler@flagshipinc.com	
Federal ID Number: 921391278		

I, Derrick Deadwiler, as a representative of Flagship Aviation Services, LLC, certify and affirm that, subject to the dollar limitations set forth in Florida Statute Section 287.135, this company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel.

Signed by:
Derrick Deadwiler
BD3BD282147D4DC...

Signature

Sr. Vice President of Operations
Title

Derrick Deadwiler
Printed Name

8/21/2026
Date

Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with Section 787.06 (14), Florida Statutes, the undersigned, on behalf of Flagship Aviation Services LLC ("Company"), hereby attests under penalty of perjury that:

1. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this Affidavit on behalf of Company.

Date: 8/21/2026

Signed: Signed by: Derrick Deadwiler BD3BD282147D4DC...

Company: Flagship Aviation Services, LLC

Name: Derrick Deadwiler

Title: Sr. Vice President of Operations