

TEMPORARY USE AGREEMENT

LINDE PLANT EXPANSION PROJECT

THIS TEMPORARY USE AGREEMENT (hereinafter referred to as the “Agreement”), made and entered into this ____ day of February, 2026 by and between BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter referred to as the “County”), and J & S ENTERPRISES OF MIMS, FL. INC. (hereinafter referred to as the “Owner”) hereby acknowledge, understand and agree to abide by the conditions of this Agreement as stated below:

WHEREAS, the Owner owns the property located at 2555 Hammock Rd, Mims, FL 32754, with parcel identification number 21-35-16-25-*7.01 (hereinafter referred to as the “Property”); and

WHEREAS, the Owner has requested that the County grant a temporary use on the Property, which has a Heavy Industrial Use (IU-1) zoning classification and a Planned Industrial (PI) future land use designation, to allow for the storage of equipment and materials in close proximity to the Praxair/Linde site (2801 Hammock Rd, Mims, FL 32754) located to the north of the Property; and

WHEREAS, the Praxair/Linde site is undergoing significant upgrades to account for the increased demand by the space industry and the Owner has entered into a lease agreement for use of the Property by Praxair/Linde; and

WHEREAS, in order to minimize any impacts to the County’s existing infrastructure, including Hammock Road, caused by hauling materials and equipment between the Property to the Praxair/Linde site, the Owner shall post a surety bond to ensure any damage to public infrastructure is repaired and replaced, as necessary; and

WHEREAS, the County has determined that allowing such a temporary use, under the circumstances, provides a public benefit and is in the public interest due to the national security considerations and economic development opportunities that the upgraded Praxair/Linde site is anticipated to bring to the citizens of Brevard County.

NOW, THEREFORE, the parties hereto, for good and valuable consideration the sufficiency of which is hereby acknowledged, agree to the following:

1. **RECITALS.** The above recitals are true and correct and incorporated into this Agreement as if fully set forth herein.
2. **LINDE/PRAXAIR** (hereinafter referred to as the “Contractor”) has leased the Property from the Owner for the specific and exclusive purpose of utilizing most

of the property as a construction laydown site which includes the storage of heavy construction equipment and materials, the location of a construction trailer, provision of parking for the workers on the plant expansion project. The lease will be for the period of construction of the plant expansion, or up to 3 years from the date of this Agreement.

3. TEMPORARY PLACEMENT OF CONSTRUCTION RELATED MATERIALS AND EQUIPMENT.

County shall permit the Contractor and Owner to utilize a portion of the Property, as identified in Exhibit "B" attached hereto and incorporated herein by this reference, to temporarily allow the placement of temporary trailers (including portable water and sewer), temporary laydown storage areas for the materials and equipment described below, and parking space. The request is to fulfill Praxair/Linde's obligation to upgrade their facility for the space industry's continued satellite launch program. The project is a direct public benefit by upgrading and improving the productivity and safety of the existing Praxair/Linde plant, while also serving a national security interest and providing greater economic opportunities for the citizens of Brevard County. The temporary storage of construction materials includes, but are not limited to, bulk construction materials such as wood, reinforcing steel, piles, materials for electrical and mechanical installations, steel structures, empty containment units, and new rotating equipment and other project-related components. These materials will be transported to the Praxair/Linde site via commercial vehicles, which include, but are not limited to, flatbed trucks, floats, pickup trucks and heavy haul vehicles. The contractor plans to access the subject site during working hours typically from 7:00 AM to 7:00 PM, and shall comply with all applicable Federal, State, and local laws, rules, and regulations, including, but not limited, to noise regulations;

a) The temporary uses described in paragraph (a) above are to be located on the Property. The Property's legal description is attached hereto as Exhibit "A" and made a part hereof by this reference.

b) This location is within 600 feet of the Praxair/Linde site (construction site) and is over three (3) blocks from the nearest dwelling unit. The storage area is buffered from surrounding properties by existing vegetation. A chain link fence with screening is required to be constructed to secure the subject site. This temporary use will be subject to the noise limitations prescribed in Chapter 46,

Article IV, Sections 46-126 through 46-131, Brevard County Code, and accumulations of fill material near residential property limitations prescribed in Chapter 62, Article VI, Section 62-2101, Brevard County Code, as applicable. The Property shall be maintained so as not to create a nuisance or any violation of the Brevard County Code of Ordinances.

- c) Approval of this temporary use by the County is for a period of one (1) year effective upon execution by the County. The Owner shall have the option to request additional extensions of time to this Agreement, which shall be processed in accordance with Section 62-2131, Brevard County Code.
- d) The construction materials and equipment shall be temporarily placed on the subject Property in accordance with all applicable Brevard County ordinances or as otherwise specified herein.

4. OWNER RESPONSIBILITIES

In addition to the requirements outlined herein, the Owner shall:

- a) remove the construction materials upon the completion of improvements to the Praxair/Linde site; if the Owner does not fulfill this obligation, the County reserves the right to bring an action against the Owner in law and/or in equity, including, but not limited to, pursuant to Section 1-7, Brevard County Code.
- b) obtain a haul bond to ensure Hammock Road between the Property and the Praxair/Linde site is repaired, as directed by the County, upon completion of the site improvements or expiration/termination of this Agreement, whichever occurs first.
- c) procure and maintain, at its sole expense, the following types of insurance described below.
 - i. General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this Contract, "X-C-U" hazards, and Errors & Omissions.
 - ii. Auto Liability Insurance policy with includes coverage for all owned, non-owned and hired vehicles with a \$1,000,000 combined single limit for each occurrence.
 - iii. Workers' Compensation and Employer's Liability Insurance providing statutory benefits as required in the State of Florida. The Owner shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Owner and all subcontractors shall provide evidence of United States Longshoremen's and

Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes, or proof of exemption. The Owner shall be responsible for compliance with these requirements by each subcontractor, vendor or supplier when applicable.

The Contractor shall provide Certificates of Insurance and applicable endorsement pages to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Contract. Insurance carriers providing coverage required herein must be licensed or authorized to conduct business in the State of Florida and must possess A.M. Best's Financial Strength Rating of A- Class VIII or better. The Certificates of Insurance shall indicate that the policies (except professional liability) have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the Workers' Compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice being given by the insurer to the County.

d) placement of a silt fence enclosing the Property (except for the site access) shall be required to ensure the protection of trees and vegetation, and to prevent silts, sediments, and pollutants from leaving the Property.

e) Unless as otherwise provided for herein, the Owner shall comply with the Brevard County Code of Ordinances, including, but not limited to, Chapter 62, Article XIII, Brevard County Code, as it relates to the removal of trees and/or natural vegetation. If any tree(s) or natural vegetation has been impacted on the Property, then said tree(s) and vegetation shall be replaced and the impacted area(s) restored pursuant to Section 62-4334 in order to bring the Property to its prior condition upon the completion of the improvements to the Praxair/Linde site or expiration/termination of this Agreement, whichever occurs first. In accordance with Chapter 62, Article XIII, Division 2, Brevard County Code, if any tree(s) or natural vegetation will be impacted on the Property, then the Owner shall obtain any necessary approvals from the County before the commencement of such work.

f) All dirt hauling to or from the site shall be reported to the County and is subject to a Land Alteration permit from the Brevard County Natural Resources Management Department.

5. INDEMNIFICATION

The Owner agrees that the County, and its employees, officers, and agents (collectively referred to as the "County" in this Agreement), shall be indemnified and held harmless from any and all liability, claims, damages, expenses, including attorney's fees, court costs, proceedings and causes of action of every kind and nature, arising out of or in connection with use, occupation, management or control of the subject area or any improvements thereon, or any furniture, furnishings, equipment or fixtures utilized in connection therewith; The Owner and Contractor further agree, jointly and severally, to defend any and all actions, suits or proceedings at its own expense which may be brought against the County in connection with the Owner/Contractor's utilization of the construction materials and equipment, and that the Owner/Contractor shall satisfy, pay, and discharge any and all judgments that may be entered against the County in such actions or proceedings. The parties acknowledge specific consideration has been exchanged for this provision.

Nothing herein is intended to nor shall it constitute a waiver of the sovereign immunity of the County, or a waiver by the County of the limits and protections established under Section 768.28, Florida Statutes, as may be amended.

6. RIGHT OF ENTRY BY COUNTY

The County or its agents may at any reasonable time enter in and on the Property for the purpose of inspection of same or performing such other duties as are required by the terms of this Agreement, and the rules, regulations, ordinances and laws of any governmental entity.

7. INDEPENDENT ENTITY

Nothing in this Agreement shall be in any way construed to constitute the Owner, or any of its agents or employees, as representative of the County.

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

ATTEST:

BREVARD COUNTY, FLORIDA

Rachel Sadoff, Clerk of the Court

Thad Altman, Chair
As approved by the Board on:

February _____, 2026

J & S ENTERPRISES OF MIMS, FL. INC.

M. Moreno 02-06-2026

Signature *Maximo Moreno* Date

Print *Owner / Partner.*

Title

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of February, 2026, Maximo Moreno of **J & S ENTERPRISES OF MIMS, FL. INC.**, on behalf of the corporation. He/she is personally known to me or has produced FL DL as identification.

[Notary Seal]

Sadie Bromwell
Notary Public Signature

Sadie Bromwell
Name typed, printed or stamped



SADIE BROMWELL
Notary Public
State of Florida
Comm# HH243090
Expires 3/21/2026

EXHIBIT "A"

LEGAL DESCRIPTION
TEMPORARY USE AGREEMENT

Brevard County Property Identification Number: 21-35-16-25-*-7.01
The Land is described as follows:

The Southeast 1/4 of the Northwest 1/4 of Fractional Section 16, Township 21 South, Range 35 East, Brevard County, Florida, lying between the Easterly side of Hammock Road and the Westerly Right of Way of Florida East Coast Railroad. Also described as A portion of Lots 7 and 8 of the Plat of Resub division of J.M. Hawthorne Estate, according to the plat thereof as recorded in Plat Book 1 page 5, Public Records of Brevard County, Florida. All to be property described by survey.

Copy of document is attached to this document.

EXHIBIT "B"

**LAYDOWN DEPICTION
TEMPORARY USE AGREEMENT**

