

# RIGHT-OF-WAY USE AGREEMENT

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This Right-Of-Way Use Agreement (this "Agreement"), made by and between Brevard County, Florida, a political subdivision of the State of Florida (the "County"), and Company, Astrotech Space Operations, LLC, a Delaware corporation authorized to do business in the State of Florida, whose principal address is 1515 Chaffee Drive, Titusville, FL 32780 (the "Company").

## RECITALS

Whereas, the public right(s)-of-way identified as Grissom Parkway (the "Public Right-of-Way"), as more particularly identified in Exhibit A attached hereto and incorporated herein, has been dedicated to Brevard County, Florida; and

Whereas, the Company obtained permit number P0114798 in July of 2001 to bore and place 2800 linear feet of cable and desires to replace the aging infrastructure and/or other related improvements pursuant to plans and specifications approved by the County and further described below (collectively referred to as the "Improvements"); and

Whereas, the Company, which has operations located in Titusville, FL, provides premier payload processing services in Brevard County, preparing satellites and spacecraft for launch at Kennedy Space Center and Cape Canaveral, offering cleanroom facilities, hazardous fueling, encapsulation, and testing for commercial and government missions; and

Whereas, the County, pursuant to the authority set forth in Section 125.01, Florida Statutes, may allow the use of a public right-of-way for purposes which do not conflict with the interests of the public or are in the interests of the public; and

Whereas, the County has determined that use of the Public Right-of-Way by the Company for the installation, operation, maintenance, repair and improvement of such Improvements within the Public Right-of-Way pursuant to this Agreement promotes the public interest and serves a public benefit.

Now, therefore, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

### **1. Recitals**

The above recitals are true and correct and incorporated into this Agreement by this reference.

### **2. Definitions**

The following terms used in this Agreement shall have the meaning given to such terms below:

- a) Agreement: shall mean this Right-of-Way Use Agreement.

- b) Company: shall mean Astrotech Space Operations, LLC, a Delaware corporation authorized to do business in the State of Florida.
- c) County: shall mean Brevard County, Florida, a political subdivision of the State of Florida.
- d) Designated Premises: shall mean that portion of the Grissom Parkway Public Right-of-Way more particularly described in Exhibit A and incorporated herein by this reference, where the Improvements will be installed and maintained, with the Designated Premises to be more particularly described in the Plans as approved by the County.
- e) Improvements: shall mean those certain improvements either existing, installed, or to be installed by and/or on behalf of the Company within the Designated Premises in accordance with the Plans and necessary approvals from the authority(ies) having jurisdiction, and maintained by the Company in accordance with the provisions of this Agreement as approved by the County pursuant to any Right-of-Way Permit issued by the County.
- f) Plans: shall mean those certain plans for the construction and installation of Improvements which have been approved by the Company and the County as part of a Right-of-Way Permit.
- g) Prompt or Promptly: For purposes of Paragraph 8, the term "promptly" shall mean no later than fourteen days after the Company receives written notice of the need for maintenance, repairs, or replacements to the applicable Improvements (as may be extended on a day-by-day basis for acts of force majeure beyond the Company's control); however, to the extent such maintenance, repairs, or replacements cannot reasonably be completed within fourteen days, the term "promptly" shall mean the Company shall commence such maintenance, repairs, or replacements within such initial fourteen day period and shall diligently work to complete such maintenance, repairs, or replacements. For purposes of Paragraph 10, the term "promptly" or "prompt" shall mean no later than fourteen days after the Company receives actual notice of the existence of a hazardous condition, or a condition in need of maintenance as required hereunder, at the Designated Premises.
- h) Public Right-of-Way: shall mean that portion of Grissom Parkway more accurately identified in Exhibit A.
- i) Right-of-Way Permit: shall mean the official written approval to begin construction or installation of Improvements according to the application, plans, specifications and conditions approved by the County.
- j) Safety Hazards: shall mean any determination made in the reasonable judgment of the County that the Improvements cause a threat or risk to the public health, safety, and/or welfare.

### **3. Construction and Maintenance of Property**

During the term of this Agreement, the Company hereby agrees to maintain, and be otherwise responsible for, the Improvements within the Designated Premises in the manner described in this Agreement and as permitted by the County. Improvements shall be maintained in such a manner so as to not cause damage to or interfere with any County improvements or facilities. Any such damage to County improvements or facilities shall be remedied immediately by the Company at no cost to the County.

### **4. Term**

The initial term of this Agreement shall be twenty years commencing with the date of last signature below, and shall thereafter be automatically renewed annually, unless terminated by either party in accordance with Paragraph 15 Termination herein.

### **5. Use of Designated Premises; Safety Hazards**

During the term of this Agreement, the Company shall use the Designated Premises only for installation (as permitted by the County) and maintenance of the Improvements. It is hereby mutually agreed and understood that the use of any improvement or facility now or hereafter located on the Designated Premises as part of the Improvements shall not create traffic or safety hazards. If, at any time, it is determined by the County that such Improvements create such a hazard, then such hazard(s) shall be addressed by the Company within twenty-four (24) hours of notification from the County. If such hazard(s) have not been addressed within this 24-hour window, or such necessary additional time is not granted by the County, then the County shall have the right, but not the obligation, to address such hazard(s). In addition to any other remedy or cause of action available to the County, the Company expressly agrees to cover any and all costs incurred by the County to address such hazard(s). Failure to correct any hazard may be grounds for immediate termination of this Agreement.

It is specifically agreed and understood that the use herein set forth for the Improvements upon the Designated Premises shall be the only use consented to by the County, and that failure to comply with this provision shall be considered a material breach of this Agreement, whereupon the County shall be entitled to immediately terminate this Agreement.

### **6. Improvements**

All Improvements existing, installed, or to be installed upon the Designated Premises on behalf of and/or by the Company shall be maintained by the Company on the Designated Premises during the term of this Agreement in accordance with this Agreement and any County issued Right-of-Way Permit. It is hereby agreed and understood that any Improvements placed on or constructed on the Designated Premises and permanently attached thereto, shall remain the property of the Company and that the Company retains the right to remove such improvement within sixty days of the date of termination of this Agreement, whether by breach, termination, by expiration of its natural term, or any other means. In the event such Improvements are not removed within sixty days of termination, the Improvements shall become the property of the County, and the County may remove the Improvements. To the extent the County elects to

remove any such Improvements, the Company shall reimburse the County for the cost of removal within thirty days of receipt of an invoice for such removal expenses.

**7. Utilities**

The Company shall pay all charges for electrical service and other utility services supplied to the Company at the Designated Premises for the Improvements during the term of this Agreement.

**8. Repairs and Maintenance**

During the term of this Agreement, the Company shall, at its own expense, maintain the Designated Premises and all Improvements on the Designated Premises in accordance with this Agreement, any County issued Right-of-Way Permit and all applicable County and Florida Department of Transportation current maintenance and safety requirements, as may be updated, and make all necessary repairs and replacements to the Designated Premises and/or the Improvements. Such maintenance, repairs and replacements shall be made promptly as and when necessary. Notification of the need for such repair and/or maintenance may be given to the Company by written or electronic communication.

**9. Illegal, Unlawful or Improper Use**

The Company shall make no unlawful, improper, immoral or offensive use of the Designated Premises, nor will the Company use the Designated Premises or allow use of the Designated Premises for any purposes other than that hereinabove set forth. Failure of the Company to comply with this provision shall be considered a material default under this Agreement. In the event any of the Improvements are deemed a traffic safety hazard by the County or the Florida Department of Transportation, such use shall be deemed an improper use and this Agreement shall be subject to immediate termination.

**10. Indemnification and Insurance**

Except where limited by law, the Company agrees that it will indemnify and save harmless the County, including its employees, officers, and agents, from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the use, occupation, management or control of the Designated Premises or any of the Improvements thereon or any equipment or fixtures used in connection with the Designated Premises by the Company or its employees or independent contractors. The Company agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the County in connection with the Company's use of the Designated Premises pursuant to this Agreement and that it will satisfy, pay and discharge any and all judgments that may be entered against the County in any such action or proceedings. The Company shall include in any contract for work upon or involving the Designated Premises that the contractor shall indemnify and hold harmless the County from liabilities, damages, losses and costs, including, but not limited to, attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the contract. The parties acknowledge specific consideration has been exchanged for the provision.

The County shall have no liability for any costs or expenses incurred in connection with the siting, testing, construction, operation, maintenance or removal of any improvements of any kind made or directed to be made on the Designated Premises by the Company. The rights granted to the Company hereunder shall not be construed to create any responsibility on the part of the County to pay for any improvements, alterations, or repairs occasioned by the Company, nor any injury or damage arising out of same.

The Company further agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the County, policies of **General Liability Insurance** insuring the Company against any and all claims, demands or causes of action whatsoever for injuries received and damages to property in connection with the use, occupation, management and control of the Designated Premises and the Improvements thereon. Such policies of insurance shall insure the Company in an amount not less than **one million dollars** to cover any and all claims arising in connection with any one particular accident or occurrence. It is the Company's responsibility to verify that the County is included as an additional insured on any and all insurance policies between the Company and its contractors needed for the work to be completed. A certificate of such insurance policies including applicable endorsement pages shall be filed with the Public Works Department, 2725 Judge Fran Jamieson Way, Bldg. A. 204, Viera, Florida, 32940, no later than execution of this Agreement by the Company and the County and as renewed throughout the term of the Agreement. The County's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure or maintain the insurance required herein, nor serve as a waiver of any rights or defenses the County may have. **The County shall be named as an additional insured on the policy** that the Company secures and endorsed with a provision that entitles the County to thirty days written notice from the insurer of any change or cancellation in said policies.

The Company shall also be required to include in any contract for work upon or involving the Designated Premises that its contractor is required to maintain, without cost or expense to the County, the following types of insurance. The policy limits required are to be considered minimum amounts:

- General Liability Insurance in an amount not less than one million dollars combined single limit for each occurrence and to include coverage for Explosion, Collapse, Underground (X.C.U.) hazards. The Company and the County shall be named as an additional insured on the policy that the contractor secures for work upon or involving the Designated Premises.
- Workers' Compensation Insurance (for statutory limits) as required by Florida Statutes, Chapter 440.

Nothing contained in this Agreement shall be construed as a waiver of County's right to the protections of and/or caps on damages afforded by sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the County's potential liability under State or Federal law.

The Company shall notify the County promptly in writing of any hazardous condition existing on or about the Designated Premises.

All Improvements or personal property constructed or placed on or about the Designated Premises by the Company or its employees or independent contractors shall be at the risk of the Company, and the County shall not be liable for any damage or loss to any Improvements or personal property located thereon for any cause whatsoever. The Company agrees and understands that the County does not and shall not carry liability, theft, or fire insurance on any of said items or facilities to cover the Company's interests therein. At the time of execution of this Agreement, any existing improvements installed on the Designated Premises will be the maintenance responsibility of the Company. In the event any pre-existing improvements cause damage to County property, including, but not limited to, sidewalk/roadway/curb and gutter/drainage inlets, the Company will be responsible for prompt repair to such County property. If the Company fails to promptly repair the damage, the Company will pay the County all costs incurred by the County to repair the damage.

#### **11. Right of Entry**

It is expressly stipulated that this Agreement is a license for permissive use only and that the construction within and/or upon public property pursuant to this Agreement shall not operate to create or vest any property right in said holder. This Agreement does not relieve the Company of local or other jurisdictional requirements. The County or its agents may enter in and on the Designated Premises at any time for any purpose, including, but not limited to, inspecting such property or performing other duties of the County as are required by law or by the terms of this Agreement. Nothing in this Agreement shall limit the County's ability to take necessary and appropriate action to protect property, preserve life, or ensure safety of citizens in any emergency situation. The County shall not be responsible to replace improvements if an emergency/safety situation requires immediate action be taken by the County whereby such actions result in the damage and/or removal to Improvements in order to preserve life, safety, and/or property.

#### **12. Compliance with Statutes**

The Company shall promptly execute and comply with all statutes, ordinances, rules, regulations, and requirements of all local, State and Federal governmental bodies applicable to the Designated Premises for the correction, prevention and abatement of nuisances or other grievances in, upon, or connected with the Designated Premises during the term of the Agreement.

#### **13. Binding Effect; Assignability**

This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns. The Company shall not assign this Agreement or any portion thereof of the Company's rights, obligations, or duties hereunder to any party without the prior written consent of the County. The County Manager, or his/her designee, is hereby authorized to execute assignments of this Agreement. Such consent shall not be unreasonably withheld.

#### **14. Independent Contractor**

The Company shall perform the services under this Agreement as an independent contractor and nothing herein shall be construed to be inconsistent with this relationship or status. Nothing in the Agreement shall be interpreted or construed to make the Company or any of its agents or employees to be the agent, employee or representative of the County.

#### **15. Termination**

This Agreement, or any Right-of-Way Permit issued by the County, may be terminated without cause by either party upon sixty days' written notice thereof to the other party; provided, however, that upon termination, the Company or, if this Agreement or any portion thereof has been assigned as permitted hereunder, then the applicable assignees of this Agreement, shall, at the request of the County, remove all Improvements to the Designated Premises, or, in the alternative, reimburse the County for the cost of such removal. In the event this Agreement is terminated and the County assumes ownership of the Improvements within the Public Right-of-Way, the County does not assume maintenance responsibility unless expressly provided in writing. Any maintenance performed by the County will not constitute an assumption of maintenance responsibility as may be otherwise assigned by Florida law or County Code.

Except in cases of safety hazards, in which case termination may be immediate, in the event the County determines the Company, or any assignee, has breached any term or provision of this Agreement, the County shall provide written notice of such breach to the Company or assignee (referred to individually and collectively as the "breaching party"). The breaching party shall have thirty (30) days after receipt of such notice to cure such breach or, if such breach is of a nature that it cannot reasonably be cured within such thirty-day period, then the breaching party shall have such longer period to cure the breach as is reasonably necessary; provided, however, that if the breaching party commences reasonable action to remedy the breach within such thirty day period and diligently and continuously prosecutes such remedy to completion so that such breach is cured in a timely manner.

The County Manager, or his/her designee, is authorized to terminate this Agreement under any circumstances on behalf of the County.

#### **16. Notice**

Notice under this Agreement shall be given to the County at the office of the County Manager, 2725 Judge Fran Jamieson Way, Bldg. C, Viera, Florida 32940 with a copy to the Public Works Department, 2725 Judge Fran Jamieson Way, Bldg. A. 201, Viera, Florida 32940. Notice under this Agreement shall be given to the Company at [address] or by email to [email].

#### **17. Right to Audit Records**

In the performance of this Agreement, the Company and any assignee shall respectively keep books, records and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related only to the performance of this Agreement (and no other books, records, and accounts of the Company or

any assignee) shall be open to inspection during regular business hours by an authorized representative of the County upon written notice to the Company or any assignee not less than five business days advance notice and shall be respectively retained by the Company and each assignee for a period of five years after termination of this Agreement. All books, records and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. All records or documents created by the Company or any assignee or provided to the Company or any assignee under the terms of this Agreement, are public records and the Company and any assignee agree to comply with any request for such public records or documents made in accordance with Section 119.07, Florida Statutes.

**18. Waiver**

The waiver by the County of any of the Company's or any assignee's respective obligations or duties under this Agreement shall not constitute a waiver of any other respective obligation or duty of the Company or any assignee under this Agreement.

**19. Entirety and Modifications**

This Agreement represents the understanding between the parties in its entirety as to the subject matter of this Agreement and no other agreements, either oral or written, exist between the County and the Company as to the subject matter of this Agreement. This Agreement may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto, except as otherwise provided herein. This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto.

**20. Severability**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**21. Attorney's Fees and Venue**

In the event of any legal action to enforce, interpret, or construe the terms of this Agreement, each party shall bear its own attorney's fees and costs. Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and **ANY TRIAL SHALL BE NON-JURY.**

**22. Construction of Agreement; Counterparts**

The parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, have participated in the drafting of this Agreement and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement.

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

**23. Effective Date**

This Agreement shall be effective on the last signature date required set forth below.

In witness whereof, the County and the Company caused this Agreement to be duly executed in their respective names by their authorized representative as of the day and year written below.

Attest: Brevard County, Florida

Rachel Sadoff, Clerk of the Court

By: Thad Altman, Chair  
As approved by the Board on \_\_\_\_\_

Reviewed for legal form solely  
for Brevard County:

[Signature]  
Deputy County Attorney

Witnesses: Astrotech Space Operations, LLC, a Delaware corporation

[Signature]  
Printed name: Elmer Ramos  
[Signature]  
Printed name: Mark Bierken

[Signature]  
Printed name: ROBERT L. CURBEAM JR  
Title: PRESIDENT & CEO

State of Florida  
County of Brevard

The foregoing instrument was acknowledged before me this 11 day of June, 2026,  
by Robert Curbeam Jr., as President of  
Astrotech Space Operations, a Florida corporation, on behalf of the corporation,  
who is personally known to me or provided \_\_\_\_\_ as  
identification.

[Signature]  
Notary Public Signature  
Amanda Mammone  
Printed Name

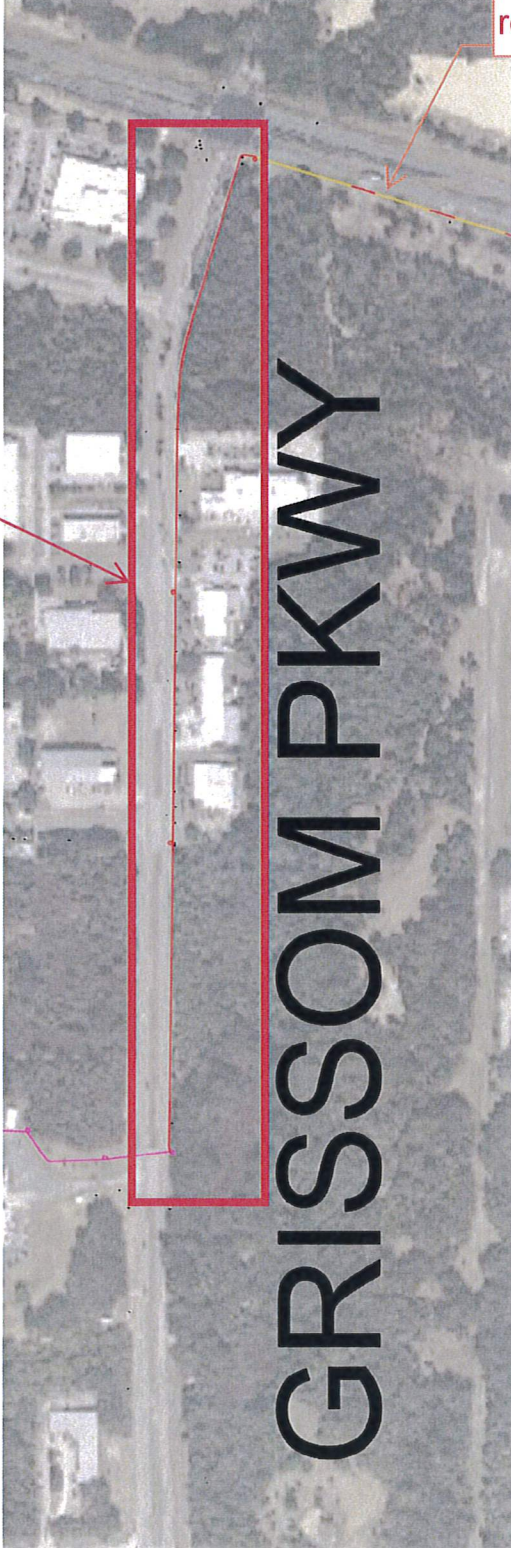
[Notary Seal]



AMANDA MAMMONE  
Notary Public  
State of Florida  
Comm# HH631629  
Expires 3/28/2029

# EXHIBIT A

SR 405 / Columbia  
Boulevard shown for  
reference only.



PROPOSED WORK AREA