

Prepared by and return to:
John C. Sawyer, Jr.
Office of General Counsel
City of Jacksonville
117 West Duval St. Suite 480
Jacksonville, FL 32202

GRANT-RELATED PROGRAMMATIC USE AGREEMENT

THIS GRANT-RELATED PROGRAMMATIC USE AGREEMENT (the "Agreement"), dated as of this ___ day of _____, 2026, between **EDWARD WATERS UNIVERSITY, INC.**, a Florida not-for-profit corporation ("EWU") with its place of business at 1658 Kings Road, Jacksonville, Florida 32209, and **THE CITY OF JACKSONVILLE**, a municipal corporation in the State of Florida (the "City"), with its place of business, for purposes of this Agreement, at 801 North Market Street, Jacksonville, Florida 32202. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Ordinance 2025-781-E and any related City Grant Agreement, defined below.

WITNESSETH:

WHEREAS, pursuant to Ordinance 2025-781-E, the Jacksonville City Council authorized \$2,000,000 to EWU to partially offset certain costs related to the planning, design and permitting costs of certain improvements to be constructed by EWU on EWU's campus, which include an NCAA-compliant 400-meter track and walking trail (the "Track Improvements"); and

WHEREAS, the parties desire to establish reasonable programmatic coordination regarding community engagement opportunities associated with the Track Improvements, consistent with EWU's ownership and operational control thereof; and

WHEREAS, both parties agree that such collaborative programming opportunities are for the greater public good; now therefore, the parties agree on the following terms and conditions.

1. Term. This Agreement shall commence upon Substantial Completion of the Track Improvements and shall remain in effect for a period of five (5) years for reporting and programmatic coordination purposes only, unless earlier terminated by mutual written agreement of the parties. This Agreement does not create a covenant running with the land and shall not bind successors in title.

2. Use and Possession of Track Improvements.

(a) Use. The Track Improvements shall be owned and operated by EWU and shall be used primarily for NCAA competition, institutional programming, academic integration, and related university purposes. EWU may, at its discretion, make the Track Improvements available for community programming, wellness initiatives, youth engagement activities, and

other public-serving events, subject to institutional scheduling, academic calendar considerations, security protocols, maintenance needs, weather conditions, and operational capacity. Nothing herein shall require mandatory daily public access or use during periods when the University is closed, operating under restricted access conditions, or utilizing the facility for institutional purposes.

(b) Non-Discrimination. The EWU and the City shall not discriminate against any person on the basis of race, creed, color, sex, religion, national origin, age, marital status or disability in its use of the Track Improvements.

(c) Security. EWU shall maintain operational control of the Track Improvements, including security, scheduling, and maintenance. The City shall not assume operational control or liability except as expressly agreed in writing for specific coordinated events.

(d) Ownership and Operation. The Track Improvements shall at all times remain the sole property of EWU. Nothing in this Agreement shall be construed to grant the City any ownership interest, leasehold interest, easement, servitude, or covenant running with the land.

3. Programming.

(a) EWU shall conduct a minimum of four (4) University-led community-wide wellness events annually at the track and walking trail facility, distributed across the fall, spring, and summer terms. These events shall be initiated and organized by EWU, shall be free to the public except for nominal fees necessary to offset event-specific costs, and shall be open to the public.

(b) EWU shall partner with at least two (2) local schools, youth-serving organizations, faith-based organizations, senior-serving organizations, neighborhood associations, and/or other community-based organizations annually to provide structured health and wellness programming at the track and walking trail facility.

4. Reporting. EWU shall provide an annual programmatic report in form and substance within ninety (90) days following the close of each applicable fiscal year, summarizing:

- (a) Number of formal bids or expressions of interest submitted
- (b) Event solicitation and hosting activity, and associated economic development impact
- (c) Community-wide wellness activation events conducted
- (d) Institutional and community-based partnership programming activities
- (e) Estimated total annual participation across activation and partnership events
- (f) Estimated regional engagement

5. Notices. For purposes of notice or demand, the respective parties shall be served in writing by personal delivery, nationally recognized overnight courier, certified mail, return receipt requested, or electronic mail with confirmation of receipt, addressed as follows: ATTN: Director, Department of Parks, Recreation and Community Services, 214 N. Hogan Street, 4th Floor,

Jacksonville, Florida 32202, with a copy to General Counsel, Office of General Counsel, 117 W. Duval St. Suite 480, Jacksonville, FL 32202; or addressed to the EWU at: ATTN: Edward Waters University President, Office of the President, 1658 Kings Road, Jacksonville, Florida 32209.. Notice shall be deemed received upon actual delivery or confirmed receipt

6. Laws, Ordinances and Regulations. EWU shall comply with all Governmental Requirements in its operation of the Track Improvements and shall not engage in any unlawful, improper or offensive use of the Track Improvements or any use or occupancy thereof contrary to federal, state or local laws now or hereafter made.

7. Maintenance, Etc. EWU shall maintain, repair, operate, and replace as necessary the Track Improvements in a manner consistent with reasonable institutional facility standards and NCAA requirements. Nothing herein shall be construed to create any City ownership interest, operational control, or financial responsibility with respect to the Track Improvements

8. Assignment. EWU may transfer, finance, mortgage, or encumber the Track Improvements in the ordinary course of institutional operations and financing, provided that such action does not materially impair the limited programmatic reporting obligations set forth herein. The City may not assign this Agreement without EWU's prior written consent.

9. Indemnity, Waiver and Insurance.

(a) EWU's Indemnity. To the extent permitted by Florida law, EWU shall indemnify and hold harmless the City, its officers and employees, from claims, damages, liabilities, and expenses, including reasonable attorneys' fees, arising from the negligent acts or omissions of EWU, its employees, agents, or contractors in connection with activities conducted by EWU pursuant to this Agreement. The City shall likewise indemnify and hold harmless EWU from claims, damages, liabilities, and expenses arising from the negligent acts or omissions of the City, its officers, employees, or agents. Nothing herein shall be construed as a waiver of sovereign immunity by the City beyond the limits set forth in Section 768.28, Florida Statutes. This indemnification provision shall be limited to the extent of each party's respective negligence.

(b) Insurance Required of EWU. See Exhibit B attached hereto for the Insurance Requirements of EWU. Insurance requirements shall be commercially reasonable and consistent with standard municipal grant agreements. Nothing herein shall require insurance beyond coverage customarily maintained by similarly situated private NCAA Division II institutions.

10. Right to Terminate. Either party may terminate this Agreement for material breach upon sixty (60) days' written notice and failure to cure within such period. This Agreement may otherwise be terminated only by mutual written consent of the parties. Termination shall not create any reversionary interest, property right, or continuing encumbrance upon the Track Improvements.

11. Waiver of Defaults. The waiver by either party of any breach of this Agreement by the other party shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed

by this Agreement.

12. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors. EWU may assign or transfer this Agreement in connection with institutional financing, restructuring, or campus development transactions, provided that such assignment does not materially impair the limited programmatic reporting obligations set forth herein. The City's consent to assignment shall not be unreasonably withheld, conditioned, or delayed. Nothing herein shall be construed to create a covenant running with the land.

13. Entire Agreement. It is agreed between the parties that neither EWU nor City nor any of their agents have made any statements, promises or agreements, verbally or in writing, in conflict with the terms of this Agreement. Any and all representations by either of the parties or their agents made during negotiations prior to the execution of this Agreement and which representations are not contained in the provisions hereof shall not be binding upon either of the parties hereto. It is further agreed that this Agreement contains the entire agreement between the parties regarding the limited programmatic coordination associated with the Track Improvements and does not create a joint venture, partnership, or property interest.

14. Construction of Language. Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires. The paragraph headings and titles are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

15. Independent Contractor. In the performance of this Agreement, EWU shall act as an independent institutional entity and not as an agent, employee, partner, joint venturer, or representative of the City. Nothing herein shall be construed to create a joint venture or shared operational control over the Track Improvements.

16. Modification. No modification, alteration or amendment to this Agreement shall be binding unless in writing and executed by the parties hereto.

17. Provisions Severable. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term and provision shall be interpreted in a manner consistent with the limited programmatic intent of this Agreement and shall not be construed to create a property interest or covenant running with the land.

18. Law and Venue. This Agreement shall be enforced in accordance with the laws of the State of Florida. The agreed upon venue is Jacksonville, Duval County, Florida.

19. Execution; Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and any of which shall be deemed to be complete in itself and may be introduced into evidence or used for any purpose without the production

of the other counterparts. Execution and delivery of a counterpart by electronic means shall be binding and valid for all purposes. No modification or amendment of this Agreement shall be binding upon the parties unless such modification or amendment is in writing and signed by EWU and City.

20. Defaults. For any defaults by EWU in the performance of any of its obligations hereunder, the City shall provide written notice to EWU of such default and EWU will have 30 days after receipt of such notice to cure such default. If EWU fails to cure any material default within such 30-day period, the City's sole remedy shall be limited to termination of this Agreement and recovery of unexpended grant funds, if any, in accordance with applicable law. No default under this Agreement shall constitute an event of default under any mortgage, security instrument, financing agreement, or other real property encumbrance. The parties expressly agree that this Agreement shall not be secured by or tied to any Mortgage or Security Agreement. Any failure by the City to give notice of any default shall not prevent the City from giving notice of any subsequent default.

21. Covenants to Run With the Land. The provisions of this Agreement are contractual in nature and shall not be deemed covenants running with the land. This Agreement does not create any easement, servitude, restriction, or real property encumbrance affecting title to the Land or the Track Improvements.

22. Burden and Benefit. Nothing in this Agreement shall be construed as creating a burden upon or diminution in value of the Land or the Track Improvements. The parties acknowledge that the Track Improvements remain the sole property of EWU and that this Agreement is intended solely to document limited programmatic coordination associated with the City's grant support. No provision herein shall be interpreted to create a property interest, servitude, reversionary interest, or other encumbrance affecting title.

IN WITNESS WHEREOF, City and EWU have caused this Agreement to be duly executed as of the date first above written.

[Remainder of page intentionally left blank and signature pages begin on next page.]

Signed, sealed and delivered in the presence of:

EDWARD WATERS UNIVERSITY, INC.,
a Florida non-profit corporation

By _____
Name: _____
Its: President

Name Printed: _____
Address: _____

Address: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by _____, the President of Edward Waters University, Inc., a Florida non-profit corporation, on behalf of the corporation. Such person did not take an oath and (*notary must check applicable box*) is/are personally known to me; or produced a current Florida driver's license as identification; or produced _____ as identification.

[Affix Notary Seal]

[Print or type name]
Notary Public, State of Florida at Large
Commission No. _____
My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

THE CITY OF JACKSONVILLE, a
municipal corporation and political
subdivision of the State of Florida

By _____
Donna Deegan
Mayor

Address: _____

Address: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by Donna Deegan, Mayor of the City of Jacksonville, and James R. McCain, Jr., as Corporation Secretary, on behalf of the City of Jacksonville. They did not take an oath and (notary must check applicable box) is/are personally known to me; or produced a current Florida driver's license as identification; or produced _____ as identification.

[Affix Notary Seal]

[Print or type name]
Notary Public, State of Florida at Large
Commission No. _____
My Commission Expires: _____

Form Approved:

Office of General Counsel

Exhibit A

Track Improvements

[To be inserted after completion of design]

Exhibit B

Insurance Requirements of EWU

EWU shall maintain, during the term of this Agreement, insurance coverage consistent with coverage customarily maintained by similarly situated NCAA Division II institutions. Such coverage shall include the following types and minimum limits:

<u>Schedule</u>	<u>Limits</u>
<u>Workers' Compensation & Employer's Liability</u> (including appropriate Federal Acts)	Florida Statutory Coverage \$100,000 Each Accident \$500,000 Disease/Policy Limit \$100,000 each Employee/Disease
<u>Commercial General Liability</u> (including premises operations and blanket contractual liability)	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
<p>(. The City may be named as an additional insured with respect to activities conducted pursuant to this Agreement, but only to the extent of EWU's negligence and only for occurrences arising out of such activities.</p>	
<u>Automobile Liability</u> All autos owned, hired or non-owned	\$1,000,000 Combined Single Limit
<u>All-risk Property Insurance</u> For all improvements, betterments, equipment, materials and personal property at the Track Improvements	Full Replacement Cost

No additional insurance coverage shall be required unless mutually agreed in writing by the parties.