

## GRANT-RELATED PROGRAMMATIC USE AGREEMENT

THIS 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 Ordinance 2025-781-E, as amended by Ordinance 2026-336-E, and any related City Grant Agreement, defined below.

### WITNESSETH:

**WHEREAS**, pursuant to Ordinance 2026-336-E, the Jacksonville City Council authorized \$2,000,000 to EWU to partially offset certain costs related to construction of certain improvements to be constructed by EWU on EWU's campus, which include a track/walking trail (the "Track Improvements"); and

**WHEREAS**, the parties expressly acknowledge that the Track Improvements serve a dual institutional and public purpose, including advancing community health, wellness, and access to recreational infrastructure, with particular emphasis on serving residents of Northwest Jacksonville and the New Town community; and

**WHEREAS**, the parties desire to establish standard community access windows and 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 and community access 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 ten (10) years for public access, programming, and reporting obligations set forth herein, coextensive with the claw back period set forth in the Funding Agreement Term Sheet appended to Ordinance 2026-336-E, subject to automatic 1-year renewal terms unless terminated by the City in its sole discretion with City Council approval. 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 institutional athletics programming, academic integration, and related

university purposes. EWU shall provide community access as set forth in Section 2(e) below, and 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, weather conditions, maintenance needs, safety protocols, 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. 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, nor any operational control over the Track Improvements.

(e) Community Access Windows. EWU shall provide community access to the Track Improvements during the following standard periods: Monday through Friday from 6:00 a.m. to 9:00 a.m. and 6:00 p.m. to 9:00 p.m., and Sundays from 12:00 p.m. to 6:00 p.m. (the “Community Access Windows”). Such access shall at all times remain subject to EWU’s institutional priorities, intercollegiate athletics scheduling, academic and institutional calendar, maintenance requirements, safety protocols, and operational capacity; provided, however, that such discretion shall not be exercised in a manner that unreasonably undermines the recurring public access contemplated herein. EWU reserves the right to modify, suspend, or reschedule such access periods as reasonably necessary for institutional use, weather conditions, safety concerns, or maintenance.

### 3. Programming.

(a) EWU shall conduct a minimum of six (6) University-led community-wide wellness or public engagement events annually at the Track Improvements, distributed across the fall, spring, and summer terms. Such events shall be initiated and organized by EWU, shall be open to the public (subject to reasonable capacity and safety limitations), and may include nominal fees not to exceed the actual incremental cost of the specific event. These events shall be provided in addition to the Community Access Windows described in Section 2(e) and shall be designed to advance health, wellness, and community engagement.

(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 Improvements. Such partnerships shall include, with particular emphasis, engagement with residents of Northwest Jacksonville and the New Town community, consistent with the public purpose of this Agreement.

(c) EWU may, in its discretion, coordinate with the City to support community-based programming aligned with the public purpose of this Agreement; provided, however, that nothing herein shall be construed to grant the City any scheduling authority, operational control, or property interest in the Track Improvements.

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 (June 30<sup>th</sup>), 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) Documented participation date, tracked in good faith and reported annually, including reasonable estimates where precise counts are not practicable
- (f) The parties acknowledge that the community access and programming obligations set forth herein constitute material consideration for the City's funding

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, 4<sup>th</sup> Floor, Jacksonville, Florida 32202, with a copy to the General Counsel, Office of General Counsel, 117 W. Duval St., Suite 480, Jacksonville, FL 32202; or addressed to EWU at: ATTN: Edward Waters University President, Office of the President, 1658 Kings Road, Jacksonville, Florida 32209, with a copy to EWU General Counsel at the same address. 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. 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 colleges and universities.

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 and Community Access Windows 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 use for any purpose without the production of 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 remedies shall be limited to specific performance of any covenant or agreement contained in this Agreement, or terminating this Agreement and recovery of unexpended grant funds, if any, in accordance with applicable law; provided, however, that nothing herein shall limit, modify, or impair the City's claw back rights with respect to expended City Funds as set forth in the Funding Agreement Term Sheet incorporated into Ordinance 2026-336-E, which claw back rights shall survive any termination of this Agreement. 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. The remedies set forth in this paragraph shall survive the expiration or termination of this Agreement.

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, Community Access Windows, and reporting obligations 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

GC-#1755364-V1-2026-336\_Revised\_Exhibit\_2.Docx

**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 &amp; 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
<u>Sexual Abuse and Molestation (SAM) Coverage</u> (which may be provided by endorsement to the Commercial General Liability policy or by separate policy)	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
<u>Excess/Umbrella Liability</u>	\$5,000,000 Each Occurrence and Aggregate
<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

Such additional coverage as determined necessary by the City's Risk Management Division.

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.