



City of Pensacola

Community Redevelopment Agency

Agenda

City of Pensacola
222 W. Main Street
Pensacola, FL 32502

February 9, 2026, 3:30 PM

Hagler-Mason Conference Room, 2nd Floor

The City of Pensacola Community Redevelopment Agency was created by the City Council and is a dependent special district in accordance with the Florida State Statutes Chapter 189 (Resolution No. 55-80 adopted on September 25, 1980; and amended Resolution No. 22-10 adopted on August 19, 2010.)

Immediately following the City Council Agenda Conference starting at 3:30 P.M.

The meeting can be watched via live stream at cityofpensacola.com/video.

CALL MEETING TO ORDER

BOARD MEMBER DISCLOSURE

CHAIRPERSON'S REPORT

ADMINISTRATOR'S COMMUNICATIONS

1. 26-136 UPDATES

Attachments: None

APPROVAL OF MINUTES

2. 26-187 CRA MEETING MINUTES - 1/12/2026

Attachments: CRA Meeting Minutes - 1/12/2026

PRESENTATIONS

3. 26-164 UPDATE ON DEMOLITION OF FORMER BAPTIST HOSPITAL

Request: N/A

Sponsors: Delarian Wiggins - Chairperson

Attachments: None

DISCUSSION ITEMS

4. 26-82 DISCUSSION ON AMERICAN CREOSOTE WORKS (ACW) SITE
ACQUISITION AND REDEVELOPMENT

Recommendation: N/A

Sponsors: Delarian Wiggins - Chairperson

Attachments: *None*

5. 26-151 DISCUSSION ON THE DEFENSE INFRASTRUCTURE GRANT
POTENTIAL PROPERTY ACQUISITION OF 639 W GREGORY STREET
AND 1ST BLOCK OF NORTH DONELSON STREET

Recommendation: N/A

Sponsors: Delarian Wiggins - Chairperson

Attachments: *Defense Infrastructure Grant Agreement*
Potential site - Maps

6. 26-183 REDEVELOPMENT BOARDS UPDATE

Recommendation: N/A

Sponsors: Delarian Wiggins - Chairperson

Attachments: *UCRB 1.20.2026 Meeting Minutes Draft*

ACTION ITEMS

7. 26-89 APPROVAL OF THE LAND DONATION AND DEVELOPMENT
AGREEMENT WITH THE COMMUNITY LAND TRUST FOR 925 E
JACKSON ST

Recommendation: That the Community Redevelopment Agency (CRA) approve the Land Donation and Development Agreement with the Northwest Florida Community Land Trust for the redevelopment of 925 E. Jackson Street (Parcel ID 000S009025005082) for long-term affordable workforce housing. Further, that the CRA request the City Council conduct the required public hearing for donation of property within the CRA in accordance with Chapter 163, Part III, Florida Statutes. Finally, that the CRA authorize the CRA Chairperson to take all actions necessary to execute and administer this contract and complete the work, consistent with the contracting documents.

Sponsors: Delarian Wiggins - Chairperson

Attachments: *Land Donation and Development Agreement*
Notice of Intent to Dispose (NID)
NID Amendment
JBWES Proposal

NWFCLT Proposal

8. 26-81 SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-06 CRA NON-ENCUMBERED CARRYOVER

Recommendation: That the Community Redevelopment Agency adopt Supplemental Budget Resolution No. 2026-06 CRA.

A RESOLUTION OF THE PENSACOLA COMMUNITY REDEVELOPMENT AGENCY APPROVING AND CONFIRMING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING AN EFFECTIVE DATE.

Sponsors: Delarian Wiggins - Chairperson

Attachments: *Supplemental Budget Resolution No. 2026-6 CRA*
Supplemental Budget Explanation No. 2026-6 CRA

BOARD MEMBERS COMMENTS

OPEN FORUM

ADJOURNMENT

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 850-436-5640 (or TDD 850-435-1666) for further information. Request must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

If any person decides to appeal any decision made with respect to any matter considered at such meeting, he will need a record of the proceedings, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-187

Community Redevelopment Agency

2/9/2026

ACTION ITEM

SUBJECT:

CRA MEETING MINUTES - 1/12/2026

ATTACHMENTS:

1. CRA Meeting Minutes - 1/12/2026



City of Pensacola

COMMUNITY REDEVELOPMENT AGENCY MINUTES

City of Pensacola
222 W. Main Street
Pensacola, FL
32502

January 12, 2026, 3:30 PM Hagler-Mason Conference Room,
2nd Floor

CALL MEETING TO ORDER

The Community Redevelopment Agency (CRA) Board Meeting was called to order by Chairperson Wiggins at 4:21 pm.

Board Members Present: Jennifer Brahier, Allison Patton, Charles Bare, Teniade Broughton, Casey Jones, Jared Moore, Delarian Wiggins

Board Members Absent: None

Also Present: Mayor D.C. Reeves

BOARD MEMBER DISCLOSURE

CRA Board Members Jones, Patton, and Wiggins disclosed ownership or control of interest directly or indirectly of property in the Community Redevelopment Area.

CHAIRPERSON'S REPORT

None.

ADMINISTRATOR'S COMMUNICATIONS

1. 26-77 ADMINISTRATOR'S UPDATES

Recommendation:

CRA Administrative Officer Victoria D'Angelo stated that the Board had requested updates regarding the Hawkshaw project. Ann Teston, Incentives & Land Development Program Manager, provided a brief update, noting that the developer received Planning Board approval for the conceptual design. Ms. Teston further stated that the project remains on track to meet the February 16, 2026, milestone for completion of 100% construction plans and submission of the permit applications.

APPROVAL OF MINUTES

2. 26-106 CRA MEETING MINUTES - 12/08/2025

Recommendation:

A motion to approve was made by Board Member Moore and seconded by Board Member Brahier.

The motion passed by the following vote:

Yes: 7 Jennifer Brahier, Allison Patton, Charles Bare, Teniade Broughton,
Casey Jones, Jared Moore, Delarian Wiggins

No: 0 None

DISCUSSION ITEMS

3. 26-78 DISCUSSION ON 101 WEST MAIN STREET REDEVELOPMENT
OPTIONS

Recommendation: N/A

CRA Administrative Officer Victoria D'Angelo turned the item over to Anna Kate

Baygents, Assistant Economic Development Director, who provided a presentation of the item. Mayor Reeves and Economic Development Director Erica Grancagnolo also addressed the Board. The Board discussed concerns regarding the accuracy of the statistical information presented, the original solicitation process, and the most appropriate recommended use of the property. Board Member Patton requested that the Urban Core Redevelopment Board receive a presentation on 101 W. Main Street to provide feedback. Ms. Grancagnolo further suggested that the property's consultant address the Board at a later date to discuss market conditions.

ACTION ITEMS

None.

PRESENTATIONS

None.

BOARD MEMBERS COMMENTS

None.

OPEN FORUM

Public Speakers

Mrs. Sylvia
James Gulley

ADJOURNMENT

5:16 p.m.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-164

Community Redevelopment Agency

2/9/2026

PRESENTATION

SPONSOR: Delarian Wiggins - Chairperson

SUBJECT:

UPDATE ON DEMOLITION OF FORMER BAPTIST HOSPITAL

REQUEST:

N/A

SUMMARY:

This project will advance City of Pensacola Strategic Plan Goal #1: Attainable Housing for All Income Levels, Goal #4: Resilient Waterfronts & Neighborhoods, Goal #5: More Walkable, Mixed-Use Districts, Goal #6: Public Spaces that Connect Communities, Goal #7: Thriving Innovation & Businesses, and Goal #8: Neighborhoods that Celebrate Culture and Honor Legacy. The project will also advance the 2025 Westside Redevelopment Plan's Baptist Hospital Redevelopment project, under recommendation #2, Economic Development.

Demolition activities began on January 5, 2026. This update will provide information on what is currently happening, what to expect on the demolition timeline, and other community updates.

PRIOR ACTION:

October 23, 2025 - City Council adopted Supplemental Budget Resolution No. 2025-72 appropriating the Baptist Donation proceeds.

November 10, 2025 - The CRA adopted Supplemental Budget Resolution No. 2025-82 CRA carrying forward and reallocating Westside CRA funding to the Baptist Redevelopment project, and recommended that City Council award contracts under RFQ No. 25-039, Owner's Representative for Decommissioning and Demolition of the Former Baptist Hospital Complex and RFQ No. 25-008, Decommissioning and Demolition (D&D) Contractor for the Former Baptist Hospital Complex to Jacobs Project Management Company and Northstar Contracting Group, respectively.

November 13, 2025 - City Council adopted Supplemental Budget Resolution No. 2025-84 carrying forward and reappropriating funding to the Baptist Redevelopment project and awarded contracts under RFQ No. 25-039, Owner's Representative for Decommissioning and

Demolition of the Former Baptist Hospital Complex and RFQ No. 25-008, Decommissioning and Demolition (D&D) Contractor for the Former Baptist Hospital Complex to Jacobs Project Management Company and Northstar Contracting Group, respectively.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

STAFF CONTACT:

David Stafford, City Administrator
Clifford Collins, Jr., Associate City Administrator
Anna Kate Baygents, Assistant Economic Development Director
Victoria D'Angelo, CRA Administrative Officer

ATTACHMENTS:

None

PRESENTATION: Yes



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-82

Community Redevelopment Agency

2/9/2026

DISCUSSION

SPONSOR: Delarian Wiggins - Chairperson

SUBJECT:

DISCUSSION ON AMERICAN CREOSOTE WORKS (ACW) SITE ACQUISITION AND REDEVELOPMENT

SUMMARY:

On October 10, 2022, the Community Redevelopment Agency (CRA) allocated \$100,000 towards the acquisition of the American Creosote Works (ACW) Superfund site. The Environmental Protection Agency (EPA) has announced remediation of the site. However, remediation has not yet begun. In the spring of 2025, the CRA and City Council approved the updated 2025 Westside Redevelopment Plan which updated the vision for redevelopment of the ACW site, originally described in the 2007 plans, as a comprehensive special demonstration project.

During its December 8th meeting, the CRA requested that an item be added to the January agenda to obtain and update and further discuss the ACW project.

PRIOR ACTION:

October 10, 2022 - The CRA approved an allocation of \$100,000 for American Creosote Works (ACW) site acquisition.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Cliff Clifford, Jr., Associate City Administrator

Amy Tootle, Public Works Director
Victoria D'Angelo, CRA Administrative Officer

ATTACHMENTS:

None

PRESENTATION: Yes



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-151

Community Redevelopment Agency

2/9/2026

DISCUSSION

SPONSOR: Delarian Wiggins - Chairperson

SUBJECT:

DISCUSSION ON THE DEFENSE INFRASTRUCTURE GRANT POTENTIAL PROPERTY ACQUISITION OF 639 W GREGORY STREET AND 1ST BLOCK OF NORTH DONELSON STREET

SUMMARY:

This project will advance City of Pensacola Strategic Plan Goal #1: Attainable Housing for All Income Levels. The project will also advance the 2025 Urban Core Redevelopment Plan's CRA-Led Infill Development under recommendation #4, Housing.

In April 2025, City Council accepted the State of Florida Department of Commerce Defense Infrastructure Grant (Agreement No. S0277) to acquire strategically located land near NAS Pensacola for the development of long-term affordable housing for active-duty military personnel and their families, enhancing the quality of life for service members and supporting military readiness. The grant provides up to \$608,200 in reimbursable state funds and requires a 30% local match of up to \$182,460 in increment revenue, bringing the total funding commitment of up to \$790,660. Eligible uses are limited to pre-acquisition due diligence (appraisal, environmental site assessment if required, survey, and closing cost determination) and closing on the land purchase(s), including maintaining closing documents and recorded deed(s). Reporting is required quarterly (including progress and ROI-related reporting) through completion and close-out, and Commerce requires a five-year security interest in the property from the date of purchase in the amount of the state funding.

CRA staff has identified 639 W. Gregory Street (Parcel ID 00-0S-00-9080-190-007), along with the adjacent parcel at 1st block of N. Donelson Street (Parcel ID 00-0S-00-9080-220-007), as a potential project site. The property consists of two vacant parcels totaling 1.09 acres and is located approximately 5.2 miles from the main gate at NAS Pensacola. The site is currently zoned C-2A, which allows residential redevelopment. A Phase I Environmental Site Assessment completed in March 2024 noted three former gasoline underground storage tanks; the site entered remediation in 2003 and is documented as requiring no further action.

The Defense Infrastructure Grant is a grant program designed to address deficiencies in community infrastructure that supports a military installation's readiness. This project supports this by working to address the rising housing costs in the region, which have created significant

financial burdens for military families, particularly junior enlisted personnel.

The anticipated next step will be to request approval for the purchase of the subject property at the March 2026 CRA and Council meetings.

PRIOR ACTION:

April 24, 2025 - City Council approved to accept award of the Defense Infrastructure Grant in the amount of \$608,200.

FUNDING:

Budget: \$608,200	Special Grants Fund - Defense Infrastructure Grant
<u>\$182,460</u>	CRA Fund - Affordable Housing Infill Development
\$790,660	TOTAL
Actual: <u>\$790,660</u>	Property Acquisition(s) and Due Diligence
\$790,660	TOTAL

FINANCIAL IMPACT:

Funding for acquisition will come from a combination of grant funds and required matching funds. Approval of Supplemental Budget Resolution No. 2026-06 CRA and 2025-103 by the CRA and City Council will carry forward and appropriate the matching funds in the CRA Fund under Affordable Housing Infill Development. The grant funding is appropriated to the Special Grants Fund.

STAFF CONTACT:

David Stafford, City Administrator
Clifford Collins Jr., Associate City Administrator for Strategic Initiatives
Anna Kate Baygents, Economic Development Assistant Director
Ann Teston, Incentive & Land Development Manager
Victoria D'Angelo, CRA Administrative Officer

ATTACHMENTS:

1. Defense Infrastructure Grant Agreement
2. Potential site - Maps

PRESENTATION: Yes

**DEFENSE INFRASTRUCTURE GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE**

THIS GRANT AGREEMENT NUMBER S0277 (“Agreement”) is made and entered into by and between the State of Florida, Department of Commerce (“Commerce”), and the City of Pensacola (“Grantee”). Commerce and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds (“Award Funds”) in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- **Attachment 1: Scope of Work**
Exhibit 1 to Attachment 1: Quarterly Report
Exhibit 2 to Attachment 1: Financial Report
Exhibit 3 to Attachment 1: Grantee Invoice
- **Attachment 2: Audit Requirements**
Exhibit 1 to Attachment 2: Additional Audit Requirements
- **Attachment 3: Audit Compliance Certification**
- **Attachment 4: Minority and Service-Disabled Veteran Business Enterprise Form**

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the “Agreement,” and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee’s signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee’s purposes in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2024 (the “Effective Date”) and shall continue until the earlier to occur of: (a) June 30, 2027 (the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”

B. FUNDING

This Agreement is a cost reimbursement Agreement. Commerce shall pay Grantee up to **Six Hundred and Eight Thousand Two Hundred Dollars and Zero Cents (\$608,200.00)** in consideration for Grantee’s performance under this Agreement. Commerce may provide Grantee an advance of Award Funds (up to 25% of the grant’s total value) under this Agreement. Any advance payment under this

Agreement is subject to section 216.181(16), F.S. Travel expenses are not authorized under this Agreement. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either: (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>. Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. MODIFICATION

If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Florida Single Audit Act - Section 215.97, Florida Statutes ("F.S.").** Grantee shall comply with all applicable provisions of s. 215.97, F.S., s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.
2. **Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or

debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any records request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.
2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantee's use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.
4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic

storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. **Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.
6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
7. **Contact Custodian of Public Records for Questions.**

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.
2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.
3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce

otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.
5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business

operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
2. **Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the

contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in: (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.
3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.
4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at

Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure.

Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

N. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.
2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

O. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce

Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.
4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.
7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the

real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new

employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.

2. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
 - a) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
3. If Grantee does not use E-Verify, Grantee shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

Y. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any

inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Z. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.
2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. **IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.**
3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

AA. INDEMNIFICATION

If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.
2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees,

arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

3. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
4. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

BB. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

Grantee's Payee:

City of Pensacola
222 West Main Street
Pensacola, Florida 32502
850-435-1603
jhollon@cityofpensacola.com

Grantee's Agreement Manager:

Anna Kate Baygents
222 West Main Street
Pensacola, Florida 32502
850-435-1643
abaygents@cityofpensacola.com

Commerce's Agreement Manager:

Christopher Weller
107 E. Madison St.
Tallahassee, FL 32399
850-717-8962
Christopher.Weller@Commerce.fl.gov

Commerce's Secondary Agreement Manager:

Tim MacGregor
107 E. Madison St.
Tallahassee, FL 32399
850-717-8976
Timothy.macgregor@commerce.fl.gov

CC. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given: (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail;

(iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

FLORIDA DEPARTMENT
OF COMMERCE

By _____
Signature

J. Alex Kelly
Title Secretary

Date _____

Approved as to form and legal sufficiency,
subject only to full and proper execution by
the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

CITY OF PENSACOLA

By *[Signature]*
Signature

D.C. Reeves
Title for Mayor

Date 5/13/25

Approved as to form and legal sufficiency,
subject only to full and proper execution by the
Parties

OFFICE OF THE CITY ATTORNEY
CITY OF PENSACOLA

By: *Adam C. Cobb*
05/13/2025 12:44:36
Adam C. Cobb, City Attorney

Approved Date: _____

Attest:

Ericka L. Burnett
05/13/2025 04:52:22
Ericka L. Burnett, City Clerk



Approved as to Substance:

[Signature]
Erica Grancagnolo, Director of Economic
Development

ATTACHMENT 1 SCOPE OF WORK

- A. PROJECT DESCRIPTION:** This project will acquire strategically located land near Naval Air Station (NAS) Pensacola to develop affordable housing for military personnel and their families. The project aims to address the rising housing costs in the region, which have created significant financial burdens for military families, particularly junior enlisted personnel. By securing this land, the project ensures long-term availability of affordable housing options, enhancing the quality of life for service members and supporting military readiness.

Funding for this appropriation is located on line 2368 of the 2024-2025 General Appropriations Act.

- B. GRANTEE RESPONSIBILITIES:** Grantee shall, in addition to all other requirements set forth in the Agreement and this Scope of Work, perform the following activities:

1. **Real Estate Pre-Acquisition Due Diligence:** The grantee shall procure an appraisal, environmental site assessment (if required), survey and determine closing costs for identified property(ies) near NAS Pensacola.
2. **Closing on Purchase(s):** The grantee shall close on the real estate identified for housing development) and retain a copy of the recorded deed.

Provide a minimum of \$182,460.00 in subcontracted services as match for the Project, by the end of the Agreement period. Grantee shall provide a letter and supporting documentation to Commerce's Agreement Manager which demonstrates that the Grantee met its match requirements, including, but not necessarily limited to the source of the contribution; the amount of each contribution and provide a summary of all match contributions. Commerce reserves the right to request any additional documentation Commerce deems necessary to support the Grantee's claim that it has met the match requirement. Commerce shall retain five percent (5%) of the total grant award as a financial consequence if Grantee fails to provide proof of match funds.

- C. COMMERCE'S RESPONSIBILITIES:** Commerce shall monitor progress, review reports, conduct site visits as determined necessary by Commerce, and process payments to Grantee.

- D. DELIVERABLES:** Grantee agrees to provide the following services as specified:

Deliverable No. 1 – Real Estate Pre-Acquisition Due Diligence		
Tasks	Minimum Level of Service	Financial Consequences
Grantee will perform real estate pre-acquisition due diligence as detailed in Section B.1. of this Scope of Work on or before June 30, 2027.	Grantee may request reimbursement on a quarterly basis, upon the completion at least one (1) of the following items as detailed in Section B.1. of this Scope of Work (note: all items shall be completed for full payment of the task): A. An appraisal(s), environmental site assessment(s) (if required), survey(ies), and determine closing costs for identified property(ies); and B. Invoice package as defined in Section F of this Scope of Work.	Failure to meet the Minimum Level of Service shall result in non-payment of this task.

Deliverable 1 - \$50,000.00		
Deliverable No. 2 – Closing on Conservation Purchase(s)		
Tasks	Minimum Level of Service	Financial Consequences
Grantee will close on land purchases as detailed in Section B.2. of this Scope of Work on or before June 30, 2027.	Grantee may request reimbursement on a quarterly basis, upon the completion at least one (1) of the following items as detailed in Section B.2. of this Scope of Work (note: all items shall be completed for full payment of the task): A. Copies of closing documentation and copy(ies) of the recorded deed(s); and B. Original invoice(s) and receipts in sufficient detail to evidence the costs are allowable, reasonable, and necessary; and C. Invoice package as defined in Section F of this Scope of Work.	Failure to meet the Minimum Level of Service shall result in non-payment of this task.
Deliverable 2 - \$ 558,200.00		
TOTAL AWARD NOT TO EXCEED: \$608,200.00		

COST SHIFTING: The deliverable amounts specified within the Deliverables section D table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **20%** of each deliverable total funding amount. Changes that exceed **20%** of each deliverable total funding amount will require a formal written amendment request from Grantee, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

E. REPORTING:

- Quarterly:** Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**
- Minority and Service-Disabled Veteran Business Enterprise Report:** Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the

names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant.

3. **Close-out Report:** No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

F. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section D above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

1. Grantee shall provide one invoice per quarter for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.
2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:
 - a. A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section D, Deliverables, of this Scope of Work; (3) have been paid and (4) were incurred during the Agreement period;
 - b. Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
 - c. For costs related to employee salaries, the following documentation shall be required:
 1. Identification of each employee who performed tasks under this Agreement.
 2. Percentage of each employee's time devoted to tasks under this Agreement, or number of total hours each employee devoted to tasks under this Agreement. If employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable; and
 3. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions and net pay.
 - d. A copy of all supporting documentation for vendor payments.
 - e. A copy of the cancelled check(s) specific to the project, and a copy of the bank statement that includes the cancelled check, or similar evidence of expenditure (e.g., wire transfer, credit card receipt, etc.).
3. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.
4. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.

5. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.
6. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
 - a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

G. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section D, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

H. ADVANCE PAYMENT: Grantee is allowed to request an advance amount of Agreement funding to ensure timely payment of costs. This advance shall not exceed the expected cash needs of the Grantee within the initial three months of the Agreement Period. Approval of an advance may be subject to prior approval by the Department of Financial Services, to the extent required by law. Any advance payment under this Agreement is subject to section 216.181(16), F.S. To ensure compliance with this directive:

1. Reconciliation of the advance will be conducted prior to your final reimbursement request.
2. The Grantee's performance and compliance to the advance expenditure requirement during this Agreement will be taken into consideration for any advances requested in future Agreements.
3. Grantee must maintain a separate interest-bearing account in a United States banking institution for funds provided under this Agreement, and remit interest earned on the account to Commerce within 30 days of expiration or termination of the Agreement, or apply interest earned against Commerce's obligation to pay under this Agreement.

All payments subsequent to the advance payment shall be made upon presentation of an invoice expenditures and completeness as defined in Section F. of this Scope of Work.

End of Attachment 1 (Scope of Work)

EXHIBIT 1 to Attachment 1 QUARTERLY REPORT

Instructions for Content and Format of Progress Reports:

Pursuant to Attachment 1, Scope of Work, a Quarterly Progress Report shall be completed by the Grantee and submitted through SERA each quarter. Responses should be complete and concise. The information requests included in this report are necessary to keep informed of the project's progress. This quarterly report shall not be modified other than to add the necessary information to the requests. If a section of this report is not applicable, simply respond "N/A".

Quarterly progress reports should be submitted no later than 30 business days after the close of each quarter of the Agreement Period.

Grantee Name: _____
 Agreement Number: _____
 Progress Report # _____ of _____
 Reporting Period _____ to _____
 Submittal Date _____
 End Date of the Agreement _____

1. Was a Minority or Service-Disabled Veteran Business used in this Project? If yes, please provide the Minority and Service-Disabled Veteran Business Report as noted in Attachment 1, Scope of Work, Section E, Reporting.
 ___ yes ___ no

2. Summary of Deliverables

(Provide the complete list of Deliverables as contained in the Scope of Work using the table format below. Please use **BOLD text** to indicate when actual dates differ from the associated planned date.

Deliverable Name	Start Date		Completion Date		Status (% completed)
	Planned	Actual	Planned	Actual	
Total					

Progress Report Narrative

1. Overall Project Status:

(Provide a summary of the status of the project and list any challenges facing the project and how you plan to address them. Identify any potential agreement changes (e.g., no-cost time extension, budget updates, or schedule changes, cost shifts, etc.) that may be required to address the challenges. Identify any assistance Commerce may be able to provide to assist in resolving the challenge(s)).

2. Summary of Activities:

(Summarize, in a bulleted list, significant project activities and/or accomplishments. Relate these activities and accomplishments to a Deliverable or task listed in the Scope of Work and describe why it is valuable to that deliverable or task.)

3. Meeting and Event Summary:

(A response is required for each item below for each itemized travel expense, included in the quarterly invoice, related to an attended meeting or event.)

- a. Meeting/Event Type: (Please select one of the following)

Conference ____	Convention ____	Summit ____	Forum ____
Air Show ____	Business Meeting ____	Board Meeting ____	
Other ____			
- b. Who, from your organization, attended the event and what is their title?
- c. What was the purpose of this meeting or event?
- d. Did your organization provide any meeting materials at this event? If so, please describe.
- e. What knowledge did you obtain?
- f. How does your attendance at this event benefit your local community, installation, and taxpayers?

4. What is Expected to be Accomplished During the Next Reporting Period?

(Include a list of significant project activities and/or accomplishments you expect to start and/or complete in the next quarter. Relate these activities to and accomplishments to a Deliverable or task listed in the Scope of Work.)

- End of Exhibit 1 to Attachment 1 -

EXHIBIT 2 to Attachment 1
FINANCIAL REPORT
2023-2024 DEFENSE REINVESTMENT GRANT PROGRAM

(Provide the required information in the table below. The purpose of this table is to help the Grantee and Commerce ensure that project funds and match share are being spent at the expected rate and to assist with payment record keeping.)

Is this the final invoice and report for this Agreement? ___ Yes ___ No

Grantee:	Agreement No.:	Report Date:	Report Number:
----------	----------------	--------------	----------------

Grant Period Ending:	September 30 (Q 1)	December 31 (Q 2)	March 31 (Q 3)	June 30 (Q 4)	Year:
----------------------	--------------------	-------------------	----------------	---------------	-------

Budget Category	Budget			State Funded Program Expenditures			Remaining Balance	
	Award Allocation	Spent to Date	Match Share	Approved Invoices to Date	Outstanding Invoices	State Funding	Match Share	
Deliverable 1								
Task 1:	\$	\$	\$	\$		\$	\$	
Task 2:	\$	\$	\$	\$		\$	\$	
Deliverable 2								
Task 1:	\$	\$	\$	\$		\$	\$	
Task 2:	\$	\$	\$	\$		\$	\$	
Deliverable 3								
Task 1:	\$	\$	\$	\$		\$	\$	
Task 2:	\$	\$	\$	\$		\$	\$	
Grand Totals:	\$	\$	\$	\$	\$	\$	\$	\$

[illegible]

- End of Exhibit 2 to Attachment 1 -

**Exhibit 3 to Attachment 1
GRANTEE INVOICE**

This invoice is a summary of all the costs that you are claiming currently. If the costs encompass multiple deliverables, delineate the costs for each of the deliverables separately.

Grantee Name:_____	Agreement Number:_____
Street Address:_____	Invoice Number:_____
City, State & Zip Code:_____	Dates of Service:_____
Contact Name:_____	FEIN:_____
Contact Phone:_____	Contact Email:_____

To: Florida Department of Commerce
107 East Madison Street
Tallahassee, FL 32399
ATTN: Steven Wood

Deliverable and/or Task Number:			
Payee Name:	Payee Invoice Number:	Payment Confirmation or Check Number:	Amount
Deliverable and/or Task Number:			
Deliverable and/or Task Number:			
Total			

I certify, by evidence of my signature below, the above information is true and correct, and accurately reflects the terms and conditions of the executed contract. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct post-audits of any agreements.

Name (printed) _____ Date _____ Signature _____

Title _____

Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government, or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit

complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR§200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@commerce.fl.gov

or

Paper (hard copy):
 Department of Commerce
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General
 Local Government Audits/342
 Claude Pepper Building, Room 401
 111 West Madison Street
 Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):
Audit@commerce.fl.gov

or

Paper (hard copy):
 Department of Commerce
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

Remainder of Page Intentionally Left Blank

EXHIBIT 1 to Attachment 2

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project FLORIDA DEPARTMENT OF COMMERCE, CSFA 40.040, 40.040, ECONOMIC
DEVELOPMENT PARTNERSHIPS - **\$608,200.00**

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

- 1. THE GRANTEE SHALL PERFORM THE OBLIGATIONS AS SET FORTH IN THIS
AGREEMENT, INCLUDING ANY ATTACHEMENTS AND EXHIBITS THERTO.**
- 2. ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.**

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs
and State Projects included in Exhibit 1 be provided to the recipient.

Remainder of Page Intentionally Left Blank

Attachment 3**AUDIT COMPLIANCE CERTIFICATION**

Grantee Name: _____

FEIN: _____

Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative_____
Date_____
Printed Name of Authorized Representative_____
Title of Authorized Representative

ATTACHMENT 4 - DEPARTMENT OF COMMERCE
Office of Procurement
CONTRACTOR MONTHLY MINORITY & VETERAN BUSINESS ENTERPRISE REPORT

(Company Name, Street Address, City & Zip Code)

Commerce Contract Number:

Commerce Project Name:

Contract Amount

\$0.00

MBE Participation Amount:

MBE Percentage

\$0.00

DV Participation Amount:

DV Percentage

\$0.00

Contract Vendor Invoice #

0

Date (mm dd, yyyy)

MINORITY BUSINESS ENTERPRISE (MBE)

** Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

** Minority Business Enterprise	Description	** MBE Status	State Certified MBE (Yes or No)	MBE Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	

** Certified MBE: H - African American I - Hispanic J - Asian/Hawaiian K - Native American M - American Women
** Non-Certified MBE: N - African American O - Hispanic P - Asian/Hawaiian Q - Native American R - American Women

FLORIDA VETERAN BUSINESS ENTERPRISE (VBE)

* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

* Florida Veteran Business Enterprise	Description	* V Status	State Certified V Business (Yes or No)	V Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	

* Certified V: W - Veteran Business * Non-Certified V: Y - Veteran Business
INCLUDE THIS FORM WITH YOUR INVOICE

Commerce Form Version 05/23/2023

MEMORANDUM

TO: D.C. Reeves, Mayor; Tim Kinsella, City Administrator
FROM: Anna Kate Baygents, Economic Development Administrator
DATE: May 2, 2025
SUBJECT: Grant Agreement for the Defense Infrastructure Grant

On April 24, 2025 City Council approved to accept award of the Defense Infrastructure Grant in the amount of \$608,200. We request signature of the attached agreement from FloridaCommerce so we can begin work on the project.

Please reach out to me with any questions at x1643.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-416

Agenda Conference

4/21/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

DEFENSE INFRASTRUCTURE GRANT AGREEMENT - STATE OF FLORIDA
DEPARTMENT OF COMMERCE

RECOMMENDATION:

That the City Council approve the acceptance of the Defense Infrastructure Grant - Department of Commerce for the acquisition of strategically located land near Naval Air Station Pensacola to develop affordable housing for military personnel and their families in the amount of \$608,200 with a \$182,460 local match for a total grant value of \$790,660. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #1: Attainable Housing for All Income Levels.

The Defense Infrastructure Grant is a grant program designed to address deficiencies in community infrastructure that supports a military installation's readiness. This project supports this by working to address the rising housing costs in the region, which have created significant financial burdens for military families, particularly junior enlisted personnel. These funds will be used by the City to purchase strategically located land within the City limits and near NAS Pensacola for use in future affordable housing projects. By securing this land, the project ensures the long-term availability of affordable housing options, enhancing the quality of life for service members and supporting military readiness. The grant stipulates that funds be expended by June 30, 2027.

PRIOR ACTION:

N/A

FUNDING:

Budget:	\$608,200	Defense Infrastructure Grant
	<u>\$182,460</u>	Local CRA match funds
	\$790,660	Total

Actual:	\$50,000	Real Estate Due Diligence
	<u>\$740,660</u>	Property Acquisition
	\$790,660	Total

FINANCIAL IMPACT:

Funding will come from a combination of grant funds and required matching funds. The matching funds are currently appropriated in the Community Redevelopment Agency. Final account will be dependent on the location of the acquired land (Westside or Urban Core). Adoption of the supplemental budget resolution will appropriate the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

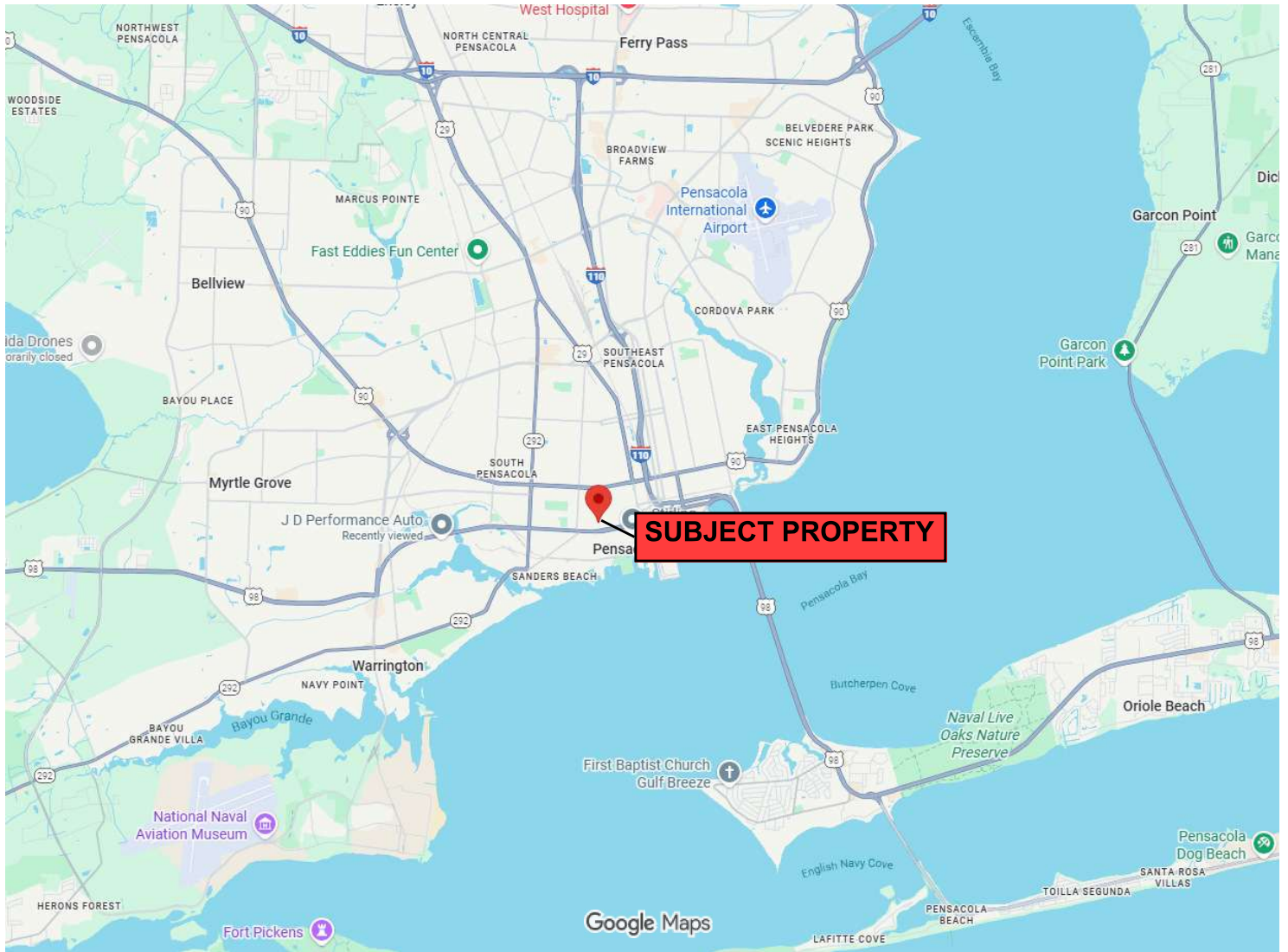
STAFF CONTACT:

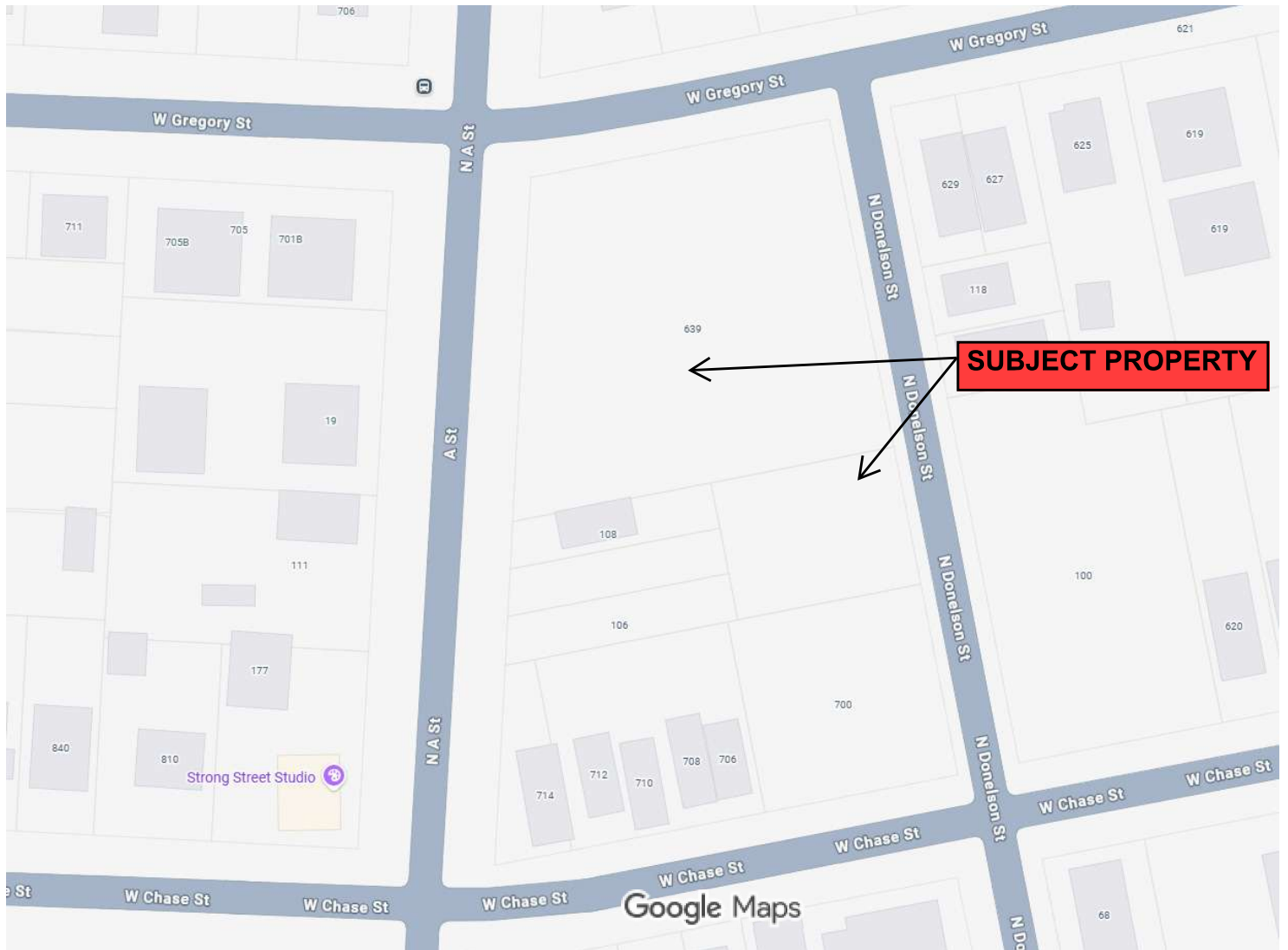
Tim Kinsella, City Administrator
Erica Grancagnolo, Economic Development Director
Anna Kate Baygents, Economic Development Administrator

ATTACHMENTS:

1. DIG AGREEMENT

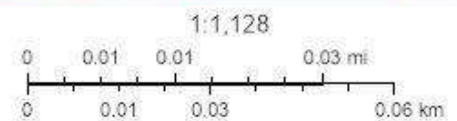
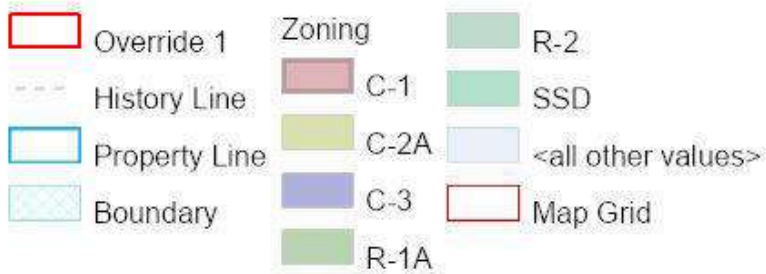
PRESENTATION: No







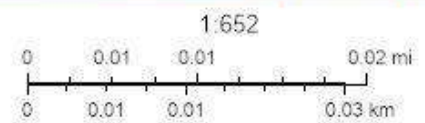
December 18, 2025





December 18, 2025

- Override 1
- Boundary
- History Line
- Map Grid
- Property Line





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-183

Community Redevelopment Agency

2/9/2026

DISCUSSION

SPONSOR: Delarian Wiggins - Chairperson

SUBJECT:

REDEVELOPMENT BOARDS UPDATE

SUMMARY:

Input provided by the Urban Core Redevelopment Board, as a body, shall be relayed to the CRA Board during their routine meetings or special meetings where appropriate. This process, in accordance with Ordinance No. 08-20, Urban Core Redevelopment Board and Ordinance No. 33-14, Westside Community Redevelopment Board, as amended, ensures that CRA receives timely input and can act on recommendations that support the goals of the redevelopment areas. Although Ordinance No. 09-13, Eastside Community Redevelopment Board, has not yet been amended, updates will be provided regularly for alignment.

At the most recent Urban Core Redevelopment Board meeting held January 20, 2026, the board recommended the following action regarding the redevelopment of 101 W. Main Street:

- Selling the property located at 101 W. Main Street is preferred rather than long-term leasing, with the following conditions:
 - A strict development timeline must be included in the sale agreement.
 - Incorporate strong claw-back provisions to ensure compliance with the development timeline and desired outcomes.
 - Redevelopment should require first floor retail.
 - Any proceeds from the sale of the property should be allocated toward the development of affordable housing within the redevelopment area.

Find the full board recommendation in the attached meeting minutes draft.

CRA staff will continue to report monthly on Urban Core, Westside, and Eastside Redevelopment Boards input as appropriate, providing updates on implementation and any additional input received.

PRIOR ACTION:

November 14, 2013 - City Council adopted Ordinance No. 09-13, amending Ordinance No. 16-

05, providing for the funding of the Eastside Neighborhood Redevelopment Trust Fund and establishing an Eastside Redevelopment Board.

September 11, 2014 - City Council adopted Ordinance No. 33-14, creating the Westside Redevelopment Board.

February 27, 2020 - City Council adopted Ordinance No. 08-20, establishing the Urban Core Redevelopment Board.

October 24, 2024 - City Council approved / adopted the Handbook for Appointed Boards, Commissions and Authorities.

December 11, 2025 - City Council approved Proposed Ordinance No. 25-25, amending Ordinance 33-14, Westside Community Redevelopment Board, and Proposed Ordinance No. 27-25, amending Ordinance 08-20, Urban Core Redevelopment Board, on first reading.

January 12, 2026 - City Council adopted Ordinance No. 25-25, amending Ordinance 33-14, Westside Community Redevelopment Board, and Ordinance No. 27-25, amending Ordinance 08-20, Urban Core Redevelopment Board, on second reading.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

STAFF CONTACT:

David Stafford, City Administrator
Clifford Collins Jr., Associate City Administrator for Strategic Initiatives
Anna Kate Baygents, Economic Development Assistant Director
Hilary Halford, CRA Programs Officer

ATTACHMENTS:

1. UCRB 1.20.2026 Meeting Minutes Draft

PRESENTATION: No



City of Pensacola

URBAN CORE REDEVELOPMENT BOARD

MINUTES

City of Pensacola
222 W. Main Street
Pensacola, FL
32502

January 20, 2026

3:30 PM

Hagler-Mason, 2nd Floor

CALL TO ORDER

The Urban Core Redevelopment Board (UCRB) meeting was called to order by Chairperson Satterwhite at 3:30 P.M.

ROLL CALL/DETERMINATION OF QUORUM

Members Present: Christopher Satterwhite, Michael Carro, Eddie Todd, Linda Webb, Kelly Wieczorek, Jared Moore

Members Absent: Shirley Kirchharr Cronley, Michelle MacNeil, Melanie Nichols

Quorum was present at 3:30 P.M.

ELECTION OF OFFICERS

Chairperson Satterwhite called for nominations for Chairperson of the Urban Core Redevelopment Board.

Board Member Wieczorek nominated Chairperson Satterwhite. With no further nominations. A vote was called.

The nomination vote passed by the following vote:

Yes: 5 Michael Carro, Eddie Todd, Linda Webb, Kelly Wieczorek, Christopher Satterwhite

No: 0 None

Christopher Satterwhite was elected as Chariperson of the Urban Core Redevelopment Board.

Chairperson Satterwhite called for nominations for Vice- Chairperson of the Urban Core Redevelopment Board.

Board Member Wieczorek nominated Board Member Carro. With no further nominations. A vote was called.

The nomination vote passed by the following vote:

Yes: 5 Christopher Satterwhite, Eddie Todd, Linda Webb, Kelly Wieczorek,
Michael Carro
No: 0 None

Board Member Carro was elected as Vice-Chairperson of the Urban Core Redevelopment Board.

(Board Members Nichols, Crumley, and MacNeil were not present.)

ADMINISTRATOR'S COMMUNICATIONS

None

APPROVAL OF MINUTES

1. 26-96 UCRB MEETING MINUTES 10/21/2025

A motion to approve was made by vice-chairperson Carro and seconded by Board Member Wieczorek.

The motion passed by the following vote:

Yes: 5 Christopher Satterwhite, Michael Carro, Eddie Todd, Linda Webb, Kelly
Wieczorek
No: 0 None

(Board Members Nichols, Crumley, and MacNeil were not present.)

PRESENTATIONS

None

ACTION ITEMS

2. 26-141 101 W. MAIN UPDATE AND USE RECOMMENDATION

This item was published as an action item. The chair moved the item to a discussion item. Anna Kate Baygents, Assistant Economic Development Director, provided an overview of this item. The intent of this discussion was to receive guidance or a recommendation for potential uses of the property located at 101 West Main Street. Discussion ensued. Staff answered questions accordingly.

A motion to recommend was made by Vice- Chairperson Carro and seconded by Board Member Wieczorek.

"That the CRA considers selling the piece of land at fair market value. The money provided would be earmarked for affordable housing within the CRA to purchase and/or make something more developable for a affordable housing project. The first floor retail, restaurant use and anything above the first floor could be used for office, multifamily, condos but there is a provision for a timeline for this development to take place and if a developer does not do that, then the property would revert back to the CRA at some substantial penalty."

The motion passed by the following vote:

Yes: 5 Christopher Satterwhite, Michael Carro, Eddie Todd, Linda Webb, Kelly
Wieczorek
No: 0 None

(Board Members Nichols, Crumley, and MacNeil were not present.)

DISCUSSION ITEMS

3. 26-104 REIMAGINE PALAFOX PROJECT UPDATE

CRA Programs Officer, Hilary Halford, introduced Adrienne Walker, Strategic Initiatives Project Officer, who provided an update on the progress of the Reimagine Palafox project. Discussion ensued. Staff answered questions accordingly.

4. 26-95 PROJECT LIST AND IMPLEMENTATION PLAN UPDATE

CRA Programs Officer, Hilary Halford, advised the Board that an item had been omitted from the administrators' communication and requested discussion. She

reported that consultants for the Waterfront Connector Trail are developing concept designs and will seek input. Due to timing, the Board agreed to hold a special meeting on March 24, 2026, at 3:30 p.m.

Ms. Halford then introduced Incentives and Land Development Program Manager, Ann Teston, who provided a status update on the affordable housing incentives. Anna Kate Baygents, Assistant Economic Development Director, provided updates on the Bay Center's feasibility study and Ms. Halford provided status updates on the remaining projects. Staff responded accordingly to questions.

OPEN FORUM

None

ADJOURNMENT

4:47 P.M.

DRAFT

Memorandum

File #: 26-89

Community Redevelopment Agency

2/9/2026

ACTION ITEM**SPONSOR:** Delarian Wiggins - Chairperson**SUBJECT:**APPROVAL OF THE LAND DONATION AND DEVELOPMENT AGREEMENT WITH THE
COMMUNITY LAND TRUST FOR 925 E JACKSON ST**RECOMMENDATION:**

That the Community Redevelopment Agency (CRA) approve the Land Donation and Development Agreement with the Northwest Florida Community Land Trust for the redevelopment of 925 E. Jackson Street (Parcel ID 000S009025005082) for long-term affordable workforce housing. Further, that the CRA request the City Council conduct the required public hearing for donation of property within the CRA in accordance with Chapter 163, Part III, Florida Statutes. Finally, that the CRA authorize the CRA Chairperson to take all actions necessary to execute and administer this contract and complete the work, consistent with the contracting documents.

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #1: Attainable Housing for All Income Levels. The project will also advance the 2025 Urban Core Redevelopment Plan's "Partnership with Community Land Trusts for Infill Development" under recommendation #4, Housing.

The subject property at 925 E. Jackson Street is a vacant, City-owned parcel (approximately 1.17 acres) located within the CRA's Urban Core District. On September 11, 2023, December 11, 2023, and March 4, 2024, the CRA discussed redevelopment options for the site, with a consistent focus on affordable/workforce, owner-occupied for-sale housing. Based on that direction, staff incorporated the CRA's feedback into a Notice of Intent to Dispose (NID), which was approved by City Council on May 23, 2024. The NID solicited proposals exclusively from qualified Community Land Trust (CLT) organizations to ensure long-term affordability through a 99-year ground lease with a 99-year renewal option.

Proposals were due July 3, 2024, and staff received two submittals: Northwest Florida Community Land Trust, LLC (NWFLCT) and James B. Washington Education & Sports, Inc. The James B. Washington Education & Sports, Inc. submittal was deemed ineligible because it did not meet the Community Land Trust model requirements outlined in the NID.

The proposal submitted by NWFCLT was found to meet the NID's negotiation and evaluation requirements, including: (1) a qualified and experienced development entity, (2) a viable development program and design concept, (3) demonstrated experience in marketing/management/stewardship of comparable projects, (4) a reasonable project schedule, and (5) sufficient financial capacity for delivery and long-term operations.

The recommended agreement outlines that the CRA will make a financial contribution of \$240,000 in CRA funding at closing to be used solely for the hard costs directly attributed to development of the project and the City will make a land donation of the subject property. The project will consist of 6-12 units to be used for affordable housing. The units will target low- to moderate-income households as stated in the Ground Lease. The CLT will deliver the homes and site improvements, cover all remaining project costs, and maintain long-term affordability through a ground lease model. While the CLT will construct the shared driveways and on-site stormwater improvements, the City will assume responsibility for the ongoing maintenance and repair of the shared driveways and stormwater facilities identified in the approved final site plan. Long-term affordability will be maintained through a 99-year CLT ground lease, with option to renew for an additional 99 years.

The agreement includes built-in safeguards to protect the City's interests, including clear default provisions and clawback remedies. If the Land Trust defaults and fails to cure prior to closing, the City may terminate the transaction. If key build, lease, or affordability requirements are not met before or after closing, the City may exercise its repurchase right.

Furthermore, an additional financial contribution will also be provided by the City for down payment, closing cost, and principal mortgage reduction assistance via the attached amended Homebuyer Assistance Program Agreement, which is subject to approval at the February 12th City Council meeting.

PRIOR ACTION:

September 11, 2023 - The CRA discussed redevelopment of the former Malcolm Yonge Gym site.

December 11, 2023 - The CRA discussed redevelopment of the former Malcolm Yonge Gym site and tabled the Award of Contract, Bid No. 24-001, Malcolm Yonge Gym Demolition until the February 2024 CRA meeting to allow the city to act upon the general recommendations outlined in the structural assessment by Joe DeReuil Associates Structural Engineers.

January 16, 2024 - The CRA received an update on the Malcolm Yonge Gym assessment and authorized awarding a contract under Bid No. 24-001, Malcolm Yonge Gym Demolition.

February 8, 2024 - City Council awarded a contract under Bid No. 24-001 for the Malcolm Yonge Gym demolition.

March 4, 2024 - The CRA discussed the plans for redevelopment of 925 E Jackson Street.

May 23, 2024 - City Council declared 925 East Jackson Street surplus and authorized the

Mayor to dispose of the parcel via direct negotiation with a community land trust non-profit organization, to be selected via established criteria listed in the required public notice, pursuant to F.S. 163.380.

FUNDING:

Budget: \$ 47,771.00	CRA Fund - Acquisition & Redevelopment - Malcolm Yonge Gym
<u>\$240,000.00</u>	CRA Fund - Affordable Housing Infill Development - 925 E Jackson St
\$287,771.00	TOTAL
Actual: \$ 47,770.88	Demolition
<u>\$240,000.00</u>	CRA Redevelopment Incentive
\$287,770.88	TOTAL

FINANCIAL IMPACT:

Funding for the development of this project will come from the Urban Core Increment Revenue as detailed above under "Funding". Funding for demolition of the former Malcolm Yonge Gymnasium was appropriated in Fiscal Year 2024 in the amount of \$59,100.00. Demolition was completed in FY2024. The amount spent was \$47,770.88, leaving a remaining balance of \$11,329.12, which is being carried forward to fund the CRA Redevelopment Incentive.

Approval of Supplemental Budget Resolution No. 2026-06 CRA and 2025-103 by the CRA and City Council will carry forward and appropriate the CRA Redevelopment Incentive, in the amount of \$240,000.000, in the CRA Fund under Affordable Housing Infill Development.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

David Stafford, City Administrator
 Clifford Collins Jr., Associate City Administrator for Strategic Initiatives
 Anna Kate Baygents, Economic Development Assistant Director
 Victoria D'Angelo, CRA Administrative Officer
 Ann Teston, Incentive & Land Development Manager
 Betsy McDonald, Housing Director

ATTACHMENTS:

1. Land Donation and Development Agreement
2. Notice of Intent to Dispose (NID)
3. NID Amendment

- 4. JBWES Proposal
- 5. NWFCLT Proposal

PRESENTATION: Yes

LAND DONATION AND DEVELOPMENT AGREEMENT

This LAND DONATION AND DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2026 (the “**Effective Date**”), by and between the CITY OF PENSACOLA, a Florida municipal corporation (“**City**”), the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, a public body corporate and politic of the State of Florida (“**CRA**” and collectively with the City, “**Donors**”), and the NORTHWEST FLORIDA COMMUNITY LAND TRUST, LLC, a Florida limited liability company (“**Land Trust**”). The Donors and Land Trust may be referred to as the “**Parties**.”

WITNESSETH:

WHEREAS, City is the owner of certain real property located at 925 E. Jackson Street, Pensacola, Florida, as more particularly depicted and described in the attached Exhibit A (“**Land**”), which Land is located within the City’s Urban Core Redevelopment Area;

WHEREAS, there exists a critical need for affordable housing within the geographic limits of the City, and the Land is currently under-utilized and available to be developed as affordable housing to meet such critical need;

WHEREAS, CRA is authorized and tasked to carry out community redevelopment and related activities, which include, without limitation, provision of payment towards the development of affordable housing within a community redevelopment area;

WHEREAS, Land Trust is a not-for-profit charitable organization engaged in the development and provision of housing opportunities for low to moderate income people and families in the greater Pensacola metropolitan area;

WHEREAS, Donors desire to make certain donations to the Land Trust to be used by the Land Trust to develop and provide affordable housing upon the Land, all subject to and in accordance with the terms and conditions of this Agreement;

WHEREAS, the City and Land Trust are parties to that certain Homebuyer Assistance Program Agreement (“**Program Agreement**”) dated the 24th day of December, 2024, whereby the City made available up to Four Hundred Forty-Two Thousand Seven Hundred Four Dollars (\$442,704.00)(“**Program Funds**”) to be used to reduce the price of affordable homes developed by the Land Trust to income-eligible buyers in the City of Pensacola, all as more particularly set forth in the Program Agreement; and

WHEREAS, the Program Funds will be used and contributed to facilitate the success of the Program (defined below), subject to the terms and conditions of the Program Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants, conditions and promises herein contained, the Parties hereto agree as follows:

1. Recitals and Exhibits. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All Exhibits annexed to this Agreement are hereby incorporated herein and by reference made a part hereof.

2. Donation.

(a) Property. Subject to the terms and conditions of this Agreement, Land Trust agrees to accept from City and City agrees to convey to Land Trust the Land, together with all privileges, easements, appurtenances and hereditaments pertaining thereto (collectively with the Land, the “**Property**”). The Property shall be conveyed subject to the matters which are, or are deemed to be, the Permitted Encumbrances (as defined below).

(b) Funds. Subject to the terms and conditions of this Agreement, CRA agrees to deliver the sum of Two Hundred Forty Thousand Dollars (\$240,000.00) (the “**Funds**” and collectively with the Program Funds, the “**Financial Contribution**”) to Land Trust at the Closing (defined below). Such Funds shall be used solely by the Land Trust for hard costs directly attributable to development and construction of the Project (defined below). This Section 2(b) shall survive the Closing.

(i) Conditions to Conveyance of Property and Delivery of the Funds. City’s obligation to convey the Property and CRA’s obligations to deliver the Funds are contingent upon satisfaction of the following:

- A. Project Contracts. Land Trust shall have delivered to Donors complete and executed copies of contracts with its architect/designer, engineer, and general contractor related to the Project (collectively, the “**Project Contracts**”). It is anticipated the Project Contracts will be with Tom E. Hunt Residential Designs, Inc., David Fitzpatrick, P.E.P.A., and Pensacola Habitat for Humanity, Inc. The counterparties to the Project Contracts will not change from those listed herein without Donors’ prior written consent, which consent will not be unreasonably withheld, conditioned or delayed.
- B. Corporate Guaranty of Land Trust’s Performance. Land Trust shall have delivered to Donors a corporate guaranty from Pensacola Habitat for Humanity, Inc., in form and substance reasonably satisfactory to Donors, guaranteeing the completion of the Project in accordance with the terms of this Agreement and the payment of all contractors, subcontractors, and suppliers in connection with the construction of the Project.
- C. Proof of Insurance. Land Trust shall have delivered to Donors proof of the insurance coverages listed in Exhibit B attached hereto. Such required coverages shall remain in place and in effect for the duration of this Agreement.

D. Budget and Proof of Funds. Land Trust shall have delivered to Donors its final design and construction budget for the Project, along with proof of available funds to, when combined with the Funds, complete design and construction of the Project. Any approval, acceptance or determination by Donors with respect to the budget or proof of funds shall be made in writing and shall not be unreasonably withheld, conditioned or delayed.

(ii) Books and Records; Inspection Rights. Land Trust will keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities pertaining to the Project. Land Trust will permit any representatives designated by the Donors, upon reasonable prior notice to examine and make extracts from its books and records that are reasonably related to the Project and the Funds, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as reasonably requested; provided that such inspections and interviews shall not occur more than once per calendar quarter except for reasonable cause (including suspected default) and shall be conducted in a manner designed to minimize disruption to Land Trust's operations. This Section 2(b)(ii) will survive Closing.

3. Inspections.

(a) Contingency Waiver Date. For the period commencing on the Effective Date and ending on the date which is 150 days after the Effective Date (the "**Contingency Waiver Date**"), Land Trust, and Land Trust's representatives, employees, guests, invitees, agents and contractors (the "**Land Trust's Agents**"), shall have the right to study and investigate the Property in any manner deemed necessary by Land Trust to determine whether the Property is suitable for Land Trust. Land Trust, at its election and in its sole discretion, shall have the right to terminate this Agreement for any reason or no reason by delivering written notice to City on or before the Contingency Waiver Date, in which event the Parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement). If Land Trust fails to terminate this Agreement in writing on or before the Contingency Waiver Date, Land Trust's right to terminate this Agreement under this Section 3 shall expire, Land Trust shall be deemed to have been satisfied with its inspections, and this Agreement shall continue in full force and effect. Land Trust shall have one option to extend the Contingency Waiver Date for 30 days (the "**Option**"). The Option shall be exercised by Land Trust delivering to Donors before the then-existing Contingency Waiver Date written notice of its exercise of the Option, detailing the current status of its diligence efforts, its remaining diligence items to be completed, and the anticipated timing of such completion.

(b) Approvals.

(i) Land Use Approvals. From and after the Effective Date, Land Trust may pursue, seek and/or apply for each and every rezoning, variance, special exception, conditional use permit, site plan approval, platting, and other zoning

and/or land use approval from the appropriate governmental authority or authorities, which Land Trust may deem necessary or desirable to permit and provide for the development, construction, ownership, operation, use and/or occupancy of the Property as contemplated by this Agreement (collectively, the “**Land Use Approvals**”).

(ii) Other Approvals. From and after the Effective Date, Land Trust may pursue, seek and/or apply for each and every other approval, consent, permit or other matter from, of or with the appropriate governmental authority or authorities, or other public or private body or person (including, without limitation, any public, quasi-public or private utility), which Land Trust may deem necessary or desirable to permit and provide for the development, construction, ownership, operation, use and/or occupancy of the Property as contemplated by this Agreement (collectively, the “**Other Approvals**” and, together with the Land Use Approvals, the “**Necessary Approvals**”).

(c) Access and Cooperation. Upon reasonable prior written notice to City and subject to the terms and conditions of this Agreement, Land Trust and Land Trust’s Agents shall have the right through the Closing Date to enter upon the Land for the purpose of inspecting the Property and conducting surveys and studies of the Property, including without limitation, performance of Phase I or Phase II environmental assessments and borings for investigation of soils. Land Trust hereby agrees to repair any damage to the Property resulting from or in connection with the exercise of Land Trust’s rights under this Agreement to the extent such damage is caused by Land Trust or Land Trust’s Agents; Land Trust shall not be responsible for preexisting conditions or damage caused by third parties for whom Land Trust is not responsible. Land Trust shall indemnify, defend and hold City (together with its affiliates, officials, employees, agents, and representatives) harmless from and against any and all costs, expenses, liabilities or damages (including, without limitation, reasonable attorneys’ fees and costs of enforcement of this right of indemnification) arising out of (i) any injury to any person or damage to the Property resulting from Land Trust’s exercise of any of its rights under this Agreement except to the extent due to the intentional misconduct or gross negligence of City; or (ii) any liens filed against the Property or claims or demands made against the City or the Property for work performed by or on behalf of Land Trust. Except for claims arising from Land Trust or its Agents’ gross negligence or willful misconduct, Land Trust shall not be liable for consequential, indirect, special or punitive damages. Land Trust’s obligations set forth in this Section 3(c) shall survive the termination of this Agreement and the Closing to the extent relating to matters that accrued prior to termination or Closing.

4. Survey and Title Review.

(a) Receipt of Survey and Title Commitment. Land Trust may, at its expense, order a survey of the Property (the “**Survey**”). As soon as practicable, and in any event within fifteen (15) business days following the Effective Date, Land Trust shall, at Land Trust’s expense, obtain (i) a title insurance commitment, issued by such title company as Land Trust may select, in its discretion (the “**Title Company**”), showing the condition of title to the Property (the “**Title Commitment**”), and (ii) complete and legible copies of all

recorded documents listed as Schedule B-1 matters or as Schedule B-2 exceptions (the “**Exceptions**”, and together with the Title Commitment, the “**Title Documents**”). City shall reasonably cooperate with Land Trust’s efforts to obtain the Survey and Title Documents.

(b) Objections. Land Trust shall have until the date that is 60 days following the Effective Date to examine the Survey and the Title Documents and to provide written objections to City of matters set forth in the Survey and/or the Title Documents (the “**Objections**”). In the event Land Trust fails to give timely written notice of its Objections, Land Trust shall be deemed to have accepted the status of title to the Property as set forth in the Survey and Title Commitment. In the event Land Trust gives timely written notice of its Objections, City shall have the right, but not the obligation, to attempt to remove, satisfy or otherwise cure the Objections. Within fourteen (14) days after receipt of Land Trust’s notice of the Objections, City shall give written notice to Land Trust informing Land Trust of City’s election with respect to the Objections. If City fails to give written notice of its election within such 14-day period, City shall be deemed to have elected not to attempt to cure the Objections.

(c) City’s Election. If City elects or is deemed to have elected not to attempt to cure any Objections or if, after electing to attempt to cure the Objections, City determines by written notice to Land Trust that City is unwilling or unable to remove, satisfy or otherwise cure any Objections, Land Trust’s remedies under this Agreement shall be limited to the following, at Land Trust’s election: (i) elect to terminate this Agreement, in which event the Parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement); (ii) waive the Objections and continue the transactions contemplated by this Agreement.

(d) Termination. To terminate this Agreement pursuant to Section 4(c), above, Land Trust must give written notice to City of Land Trust’s election to terminate not later than ten (10) business days after receipt of written notice from City of City’s election not to attempt to cure one or more Objections. If Land Trust fails to give timely notice of its election to terminate, Land Trust’s right to terminate this Agreement under Section 4(c), above, shall expire and the Objections shall be deemed to be “**Permitted Encumbrances**.” Moreover, any matters disclosed on the Survey or the Title Commitment to which Land Trust does not timely object or which are approved by Land Trust, and any Objection that is waived or deemed to have been waived by Land Trust, shall be deemed to be a Permitted Encumbrance. For the avoidance of doubt, no City Encumbrance (as defined below) shall be or be deemed to be a Permitted Encumbrance.

(e) City Encumbrances. Notwithstanding any provision in this Agreement, all City Encumbrances must be satisfied, remedied and/or cured by City on or before the Closing Date (as defined below) or, if not so satisfied, remedied and/or cured, shall be satisfied at Closing out of the proceeds otherwise payable to City. As used herein, the term “**City Encumbrance**” shall mean (i) any money judgment against City and encumbering the Property, (ii) any mortgage or other monetary lien voluntarily granted or expressly

assumed by City and encumbering the Property, and (iii) any construction, municipal or other similar liens arising by, through or under City and encumbering the Property.

5. Land Trust Covenants.

(a) Project. Land Trust, at its sole cost and expense, shall construct between six and twelve residential units on the Property, consisting of townhome(s) and/or single-family home(s), along with all related site work, infrastructure and improvements (collectively, the “**Project**”). Land Trust shall not commence construction of the Project or any other improvements at or about the Property without first obtaining the prior written approval of final design and site plans from the CRA, which approval shall not be unreasonably withheld, conditioned or delayed. Such approval shall be granted at a staff level where permitted by applicable law and CRA procedures, provided that if CRA determines that board-level review is required by applicable law or CRA policy, the Parties shall cooperate to obtain such review. Note that it is anticipated that the Property will be subdivided as part of the Project. Each such parcel shall hereinafter be referred to as a “**Parcel**”. Unless and until the Property is so subdivided, any reference to a Parcel herein shall mean and refer to the Property.

(b) Schedule. Land Trust shall complete design and construction of the Project within the time periods listed in the schedule attached hereto as Exhibit C (“**Schedule**”). The schedule deadlines for the Project shall be abated or excused to the extent and for the period that performance of such obligations is rendered impossible or impracticable by reason of moratorium, strikes, riots, pandemic, theft, fire, public enemy, insurrection, court order, requisition of other governmental body or authority, war, or weather events beyond the control of Land Trust (each a “**Force Majeure Event**”). Provided, however, that in order to claim such Force Majeure Event, Land Trust shall be required to report the Force Majeure Event to Donors within ten (10) days of its claimed occurrence and shall thereafter use commercially reasonable efforts to eliminate or mitigate such Force Majeure Event or the effects thereof as soon as possible and shall provide reasonable supporting documentation. Land Trust has agreed to the Schedule in the expectation that it will not experience any delay in completing the Project due to the building department and other departments of Donors having review or inspection rights with respect to the construction of the Project failing to act in accordance with their normal practices, including, by way of example and not limitation, responding to plan submissions, conducting construction inspections, and issuing permits and approvals (“**Donor Delays**”). Land Trust shall have the right to extend the deadlines identified in the Schedule if it determines that a material Donor Delay has occurred, such extension to equal the number days of such Donor Delay; provided that Land Trust has notified Donors of the Donor Delay within ten (10) days after it first had knowledge of the Donor Delay, which notice shall identify the Donor Delay and the number of delay days caused by that Donor Delay. For clarifications, “normal practices” as used in this subsection for the purpose of calculating any Donor Delays will necessarily include reasonable delays due to weather and other related factors beyond the control of Donors, which delays will not constitute “Donor Delays” so long as Donors exercise reasonable diligence in its actions related to the Project to the extent limited by the foregoing factors and does not act in a discriminatory fashion against Land Trust. Commencing on the Closing Date and continuing on the same day of each month thereafter,

Land Trust shall deliver written development and construction status reports to Donors, providing target dates and status updates for key development and construction milestones, and shall include within such reports such further construction and development metrics as may be reasonably requested by Donors.

(c) Work Requirements. With regard to the construction and completion of the Project or other improvements permitted by Donors under the terms of this Agreement (the “**Land Trust Work**”), Land Trust agrees to comply with the following covenants and requirements:

(i) Land Trust shall, at its own cost and expense, obtain all required Necessary Approvals.

(ii) Land Trust’s contractors shall be licensed contractors, possessing good labor relations, capable of performing quality workmanship and working in harmony with Donors and their agents.

(iii) Land Trust shall use only new materials in the Land Trust Work in conformity with the plans for the Project approved by Donors. All Land Trust Work shall be done in a good and workmanlike manner and in accordance with all applicable law.

(iv) In addition to Land Trust’s insurance required under this Agreement, Land Trust shall cause Land Trust’s contractors to secure, pay for and maintain during the continuance of construction and work at or about the Property, insurance coverages in the types, amounts, and subject to the additional terms as outlined in Exhibit B attached hereto. Any contractor’s commercial general liability coverage shall additionally provide for explosion and collapse, completed operations coverage and broad form blanket contractual liability coverage and shall insure such contractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others and arising from its operations under the contracts whether such operations are performed by said contractors or by anyone directly or indirectly employed by any of them. Such commercial general liability policy coverage shall further provide for pollution liability coverage for bodily injury, property damages, fines penalties, defense and cleanup with minimum limits of \$1,000,000, and such coverage must include both sudden/accidental and non-sudden/gradual.

(d) Within nine months following completion of each residential unit (the “**Lease Deadline**”), Land Trust shall enter into, and deliver a fully executed copy to Donors, a ground lease for such residential unit in substantially the form attached hereto as Exhibit D (the “**Ground Lease**”) with an “Income-Qualified Person” as defined in said Ground Lease.

(e) Following the Lease Deadline, each Parcel shall at all times be used for the provision of housing for low to moderate income people and families and used and occupied only pursuant to the terms of a duly executed Ground Lease and to an “Income-

Qualified Person” as defined in the Ground Lease. Without limiting the foregoing and understanding there may be transitional periods between tenants under the Ground Lease, in no event shall any Parcel be vacant or unoccupied for a period of longer than three consecutive months following the Lease Deadline, unless the reason for the vacancy is beyond the control of the Land Trust and the Land Trust is exercising reasonable diligence in enforcing its rights..

(f) Land Trust shall diligently and in good faith monitor and enforce compliance with the terms of any Ground Lease. To that end, Land Trust agrees to promptly provide such information and documentation as may be requested by Donors to ensure Land Trust’s compliance with this provision, including, without limitation, such financial documentation and information of counterparties to any Ground Lease as reasonably sufficient to enable verification that such counterparty meets the standards of an “Income-Qualified Person” as defined in the Ground Lease. Land Trust further agrees that within 10 business days after a written request from of the Donors, Land Trust shall deliver a duly executed and acknowledged written certification, in form and substance reasonably acceptable to the Donors, as to the validity and force and effect of any Ground Lease, the existence of any default on the part of any party to a Ground Lease, and the existence of any offset, counterclaim or defense thereto on the part of Land Trust, as well as to any other matters as may be reasonably requested by Donors.

(g) Land Trust will not amend any Ground Lease without Donors’ prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(h) Land Trust will not allow any assignment or subletting of any interest in any Ground Lease by the counterparty thereto without Donors’ prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(i) Land Trust’s covenants set forth in this Section 5 shall be appurtenant to and run with title to the Property and shall survive the Closing.

6. Land Trust’s Breach of Covenants.

(a) Covenant Default. In the event Land Trust should be in breach of the timely performance of its covenants set forth in Section 5, above, and should such breach of performance remain un-remedied, after expiration of a period of 30 days after delivery of a written notice from Donors to Land Trust specifying the breach in question, or, in the case of a breach that cannot reasonably be remedied within a 30 day period, then such breach remains un-remedied after expiration of such longer period of time after delivery of such written notice from Donors as is reasonably required by Land Trust to fulfill or perform such obligations, provided that Land Trust commences to fulfill such obligations or remedy such breach within 30 days after notice from Donors and thereafter diligently prosecutes such curative efforts in a commercially reasonable manner to completion (any such breach not timely cured pursuant to the terms of this subsection shall be a “**Covenant Default**”). Notwithstanding anything to the contrary contained in this Agreement, Donors’ remedies for a Covenant Breach which occurs prior to Closing shall be as

outlined in Section 13(b), below, while Donors' remedies for a Covenant Breach which occurs after Closing shall be as outlined in Sections 6(b)-(c), below.

(b) Remedies Prior to Entry of a Ground Lease. Upon any Covenant Default prior to the Land Trust's entry into a Ground Lease, City shall have the right to buy back any Parcel impacted, affected, or involved with said Covenant Default and all improvements thereon, including, without limitation, any residential unit ("**Repurchase Option**"). Any such Repurchase Option shall be exercised by delivering written notice to Land Trust within 90 days following the Covenant Default ("**Repurchase Notice**"). With the Repurchase Notice, City shall include a then-current appraisal issued by a Florida-licensed real estate appraiser appraising the fee-simple value of the applicable Parcel and all improvements thereon ("**Appraisal**"), along with the identity and contact information for the closing agent selected by City that will conduct the closing of the transaction contemplated by the Repurchase Option ("**Repurchase Agent**"). The Appraisal shall include a separate valuation of the unimproved Parcel (the "**Vacant Parcel Value**") and the improvements upon said Parcel (the "**Improvement Value**"). For clarity, Land Trust will ensure that, within seven days following request, City and its appraiser(s) will have access to the Property and all improvements thereon sufficient to facilitate and enable the timely preparation and delivery of any Appraisal. As soon as possible and in any event within no later than 180 days following delivery of the Repurchase Notice ("**Repurchase Closing Date**"), Land Trust shall execute and deliver to the City a special warranty deed for the applicable Parcel(s) and all improvements thereon ("**Repurchase Deed**") free and clear of any and all encumbrance or right, title, claim or interest of any person or entity other than the exceptions included in the title insurance policy issued to Land Trust on its purchase of the Property (the "**Permitted Exceptions**"). Land Trust shall likewise execute and deliver to the City such customary seller's affidavits and other documents as are reasonably necessary to enable the conveyance to the City contemplated hereby and the deletion of the standard title policy exceptions from any owner's policy of title insurance to issue in favor of the City (collectively, such affidavits along with the deed from Land Trust are the "**Repurchase Documents**"). On the Repurchase Closing Date, City will deliver to Land Trust the Improvement Value, less the sum of (i) the amount of the Financial Contribution actually delivered to or on behalf of Land Trust and not yet credited to the City as part of the repurchase of any other Parcel; and (ii) the cost of the Appraisal. Land Trust will pay any documentary stamp taxes and recording fees due in relation to any Repurchase Deed; otherwise, the Parties will bear their own fees and costs associated with the exercise of any Repurchase Option. Land Trust's obligations under this Section 6(b) shall be enforceable by Donors via an action for specific performance and by such other remedies available under applicable law.

(c) Remedies following Entry of a Ground Lease. Upon any Covenant Default after the Land Trust's entry into a Ground Lease, City shall have the rights set forth in Section 6(b), above, except as modified herein. The Repurchase Deed shall only include the rights to the improvements as the ground lessor under the Ground Lease and the Ground Lease and the lessee's mortgage will be considered Permitted Exceptions. On the Repurchase Closing Date, along with the Repurchase Documents, the Parties will sign an assignment and assumption of any Ground Lease affecting the repurchased Parcel(s), in form and substance reasonably satisfactory to Land Trust and the City. Following the exercise of any Repurchase Option, Donors agree to recognize and not disturb the rights of tenants or their mortgagees under a Ground Lease in place in relation to the repurchased Parcel(s), for so long as such tenant is not in default under the terms of said

Ground Lease. Land Trust's obligations under this Section 6(c) shall be enforceable by Donors via an action for specific performance and by such other remedies available under applicable law.

(d) The provisions in this Section 6 shall be appurtenant to and run with title to the Property and shall survive the Closing.

7. Representations, Warranties and Covenants of City.

(a) Representations, Warranties and Covenants. City represents, warrants and covenants to Land Trust as of the Effective Date and through and including the Closing Date that:

(i) City has the full right, power and authority to enter into this Agreement, to perform under this Agreement, and to consummate the transactions contemplated by this Agreement and the consummation of the transactions contemplated by this Agreement will not violate any other agreement to which City is a party.

(ii) This Agreement has been duly authorized, executed and delivered by City, creates legal, valid and binding obligations of City, and does not violate and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which City is bound.

(iii) No consent, waiver, approval or authorization is required from any person or entity in connection with the execution, delivery and performance of this Agreement by City (other than those that have been obtained or will be obtained on or prior to the Closing).

(iv) To City's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against City or the Property. City will provide Land Trust copies of any documents threatening or initiating litigation regarding the Property promptly upon receipt.

(v) To City's knowledge, City has not received any written notice from any municipal, county, state, federal or other governmental authority of any violation of any statutes, codes, ordinances, rules or regulations affecting the Property.

(vi) City is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code.

(vii) Upon completion of the Project, City will accept for maintenance and repair any shared driveways and any stormwater management system constructed on the Property included and approved as part of the Project which are completed in accordance with all City standards.

(b) DISCLAIMERS. SUBJECT TO THE EXPRESS REPRESENTATIONS AND WARRANTIES OF CITY SET FORTH IN SECTION 7(a), ABOVE, OF THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT CITY IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF THE DOCUMENTS OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF CITY TO LAND TRUST, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF CITY SET FORTH IN SECTION 7(a) OF THIS AGREEMENT, LAND TRUST ACKNOWLEDGES AND AGREES THAT UPON CLOSING, CITY SHALL SELL AND CONVEY TO LAND TRUST AND LAND TRUST SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS". CITY AND LAND TRUST AGREE THAT THE PROVISIONS OF THIS SECTION 7(b) SHALL SURVIVE CLOSING.

(c) Survival. The representations and warranties made by City in Section 7(a) shall survive the Closing for a period of one year.

8. Representations and Warranties of Land Trust.

(a) Representations and Warranties. Land Trust represents and warrants to City as of the Effective Date that:

(i) Land Trust has the full right, power and authority to enter into this Agreement, to perform under this Agreement, and to consummate the transactions contemplated by this Agreement and the consummation of the transactions contemplated by this Agreement will not violate any other agreement to which Land Trust is a party.

(ii) This Agreement has been duly authorized, executed and delivered by Land Trust, creates legal, valid and binding obligations of Land Trust, and does not violate and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which Land Trust is bound.

(iii) No consent, waiver, approval or authorization is required from any person or entity in connection with the execution, delivery and performance of this Agreement by Land Trust (other than those that have been obtained or will be obtained on or prior to the Closing).

(iv) There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Land Trust which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transactions contemplated by this Agreement.

(b) Survival. The representations and warranties made by Land Trust in Section 8(a) shall survive the Closing for a period of one year.

9. Operation of the Property.

(a) New Encumbrances. After the Effective Date and until the earlier of the termination of this Agreement or the Closing, City shall not, without Land Trust's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, enter into, or cause to be entered into, any agreement to encumber the Property (including, without limitation, any easement, covenant, license, or restriction).

(b) Good-Faith Cooperation. Following a written request from Land Trust, City shall (i) furnish Land Trust all documents and/or information which Land Trust may deem necessary or desirable, or which Land Trust may require, in order to obtain the Land Use Approvals and/or the Other Approvals; (ii) execute any and all applications for the Land Use Approvals and/or the Other Approvals, and any related documents (including, without limitation, any agreements, commitments, easements, or similar documents), which Land Trust may deem necessary or desirable, or which Land Trust may be required, to file with any governmental authority, or other public or private body or person, in order to obtain the Land Use Approvals and/or the Other Approvals; and (iii) otherwise use its best, good-faith efforts to assist Land Trust in obtaining the Necessary Approvals; provided, that City shall not be required to incur any material out-of-pocket cost or expense in connection therewith. Nothing herein shall be deemed as an approval of or to require Donors or any of their respective administrative bodies to approve Land Trust's applications for the Necessary Approvals, each of which applications shall be addressed by Donors in the ordinary course of business.

10. Closing. The closing of the conveyance of the Property contemplated by this Agreement (the "**Closing**") is to occur at the office of Escrow Agent, or by mail-in to Escrow Agent, on a date mutually agreed upon by Land Trust and City; provided, that in no event shall such date be later than the date that is 30 days following the Contingency Waiver Date (the "**Closing Date**").

11. Prorations. The following are to be apportioned as set forth below:

(a) Taxes. City shall pay any and all past due taxes, assessments, levies and other charges with respect to the Property and any and all interest or penalties thereon. All taxes, assessments, levies or charges assessed with respect to the Property for the year of the Closing shall be prorated as of the Closing Date. From and after the Closing Date such charges will be the sole responsibility of Land Trust.

(b) Other. All other items customarily apportioned in Escambia County, Florida in connection with the sale of similar properties similarly located shall be prorated as of the Effective Date.

(c) General Principle. All apportionments described above shall be made in a manner consistent with the principle that the expenses of the Property for all periods up to the Closing Date shall be attributable to City, and the expenses of the Property for all periods commencing on the Closing Date and after such time shall be attributable to Land Trust.

12. Closing Deliveries.

(a) City's Deliveries. At the Closing, City shall deliver the following to Land Trust:

(i) A special warranty deed, duly executed by City, conveying to Land Trust fee simple title to the Property subject to the Permitted Encumbrances (the "**Deed**").

(ii) An affidavit certifying to Land Trust that City is not a "foreign person" within the meaning of Sections 1445 or 7701 of the Internal Revenue Code, dated as of the Closing Date.

(iii) A City's affidavit and/or gap indemnity sufficient to permit Title Company to delete the standard exceptions to the Title Policy (or otherwise insure over such matters) and to permit the Title Policy to be dated no earlier than the date and time of recordation of the Deed.

(iv) Satisfactory evidence of the authority of the signers of the conveyance documents to consummate the transactions on behalf of City as shall be reasonably required by the Title Company.

(v) All of the documents and instruments referenced in this Section 12(a) shall be in form and substance reasonably acceptable to both City and Land Trust (and to the Title Company where applicable).

(b) CRA's Deliveries. At the Closing, CRA shall deliver the following to Land Trust:

(i) The Funds.

(ii) Such other documents as may be required by the terms of this Agreement, or as may be reasonably necessary in order to consummate the transactions contemplated by this Agreement.

(c) Land Trust's Deliveries. At the Closing, Land Trust shall deliver to City such documents as may be reasonably necessary to consummate the transactions contemplated by this Agreement, each in form and substance reasonably acceptable to both

City and Land Trust including, without limitation, a corporate guaranty from Pensacola Habitat for Humanity, Inc. in form and substance reasonably acceptable to City in lieu of any bonding requirements that would otherwise be required under this Agreement.

(d) Closing Statement. At the Closing, Donors and Land Trust shall each execute a closing statement drafted by Escrow Agent in form and content reasonably acceptable to both Land Trust and Donors.

(e) Closing Costs.

(i) City shall pay City's attorneys' fees and expenses; all documentary stamps payable in relation to the Deed; all fees and costs incurred to satisfy, discharge or release any City Encumbrances; and the recordation of any related release(s) of the City Encumbrances.

(ii) Land Trust shall pay Land Trust's attorneys' fees and expenses; Title Company's premium for an owner's Title Policy insuring Land Trust's fee simple interest, including fees and costs for the related Commitment, search, and examination and for endorsements requested by Land Trust; the cost of the Survey (if any); all due diligence costs and expenses actually incurred by Land Trust; all escrow and closing fees charged by Title Company; all of the fees that may be due and payable by reason of the recordation of the Deed; and any costs related to financing obtained by Land Trust.

(f) Possession. City shall deliver possession of the Property to Land Trust at the Closing.

13. Default.

(a) Donors' Default. In the event that City or CRA fail to perform any of their respective obligations under this Agreement for any reason other than Land Trust's default or the permitted termination of this Agreement by Donors or Land Trust as expressly provided in this Agreement, Land Trust shall be entitled, following written notice to Donors and fourteen (14) days during which period Donors may cure the default, to, as Land Trust's exclusive remedies, (i) elect to terminate this Agreement by written notice to Donors, in which event the Parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement); (ii) seek specific performance of the terms of this Agreement; or (iii) waive the applicable default and continue the transactions contemplated by this Agreement. In no event shall Land Trust be entitled to recover monetary damages from Donors related to this Agreement.

(b) Land Trust's Default. In the event Land Trust fails to perform any of its obligations under this Agreement for any reason other than Donors' default or the permitted termination of this Agreement by Donors or Land Trust as expressly provided in this Agreement, Donors shall be entitled, following written notice to Land Trust and, fourteen (14) days during which period Land Trust may cure the default, to (i) elect to terminate this Agreement by written notice to Land Trust in which event the Parties shall have no further

right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement); (ii) seek specific performance of the terms of this Agreement; or (iii) waive the applicable default and continue the transactions contemplated by this Agreement.

(c) Waiver of Jury Trial. The Parties hereto mutually and irrevocably waive trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

14. Assignment. Land Trust may not assign this Agreement without the prior written consent of Donors, which consent shall be in Donors' sole discretion.

15. Brokers. Each of Land Trust and City represents and warrants to the other that it has not dealt with any broker, agent, finder or similar party in connection with the transactions contemplated by this Agreement, and each of Land Trust and City shall indemnify, defend and hold harmless the other from and against any liability, cost or expense (including, without limitation, reasonable attorneys' fees and costs of enforcement of the foregoing indemnity) arising out of the falsity of the foregoing representation by such party; provided, however, that such indemnity claim must be asserted within one (1) year after the Closing or, if earlier, the date of termination of this Agreement. The provisions of this Section 15 shall survive the Closing or any earlier termination of this Agreement.

16. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. Any claim, action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in Escambia County, State of Florida, and each of the Parties hereto hereby consents to the jurisdiction of such court and irrevocably waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any such claim, action, suit, or proceeding in any such court or that any such claim, action, suit, or proceeding that is brought in any such court has been brought in an inconvenient forum. No party shall be liable to any other party for consequential, incidental, indirect, special or punitive damages (including lost profits) arising out of or related to this Agreement, and the Parties hereby mutually waive such damages; this mutual waiver shall survive termination or expiration of this Agreement.

17. Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, oral or written are superseded hereby.

18. Time of Essence. The Parties hereby agree that time is of the essence with regard to the terms and conditions of this Agreement.

19. Binding Effect. All of the terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

20. Notices. All notices which are required or permitted under this Agreement must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee), (a) when delivered by personal delivery, (b) one business day after having been deposited with an expedited, overnight courier service, or (c) when delivered by electronic mail, provided that the sending party obtains written or electronic confirmation of delivery/receipt (and, if no confirmation of electronic delivery is received within one business day, the notice shall also be sent by overnight courier), in each case addressed to the party to whom notice is intended to be given at the address set forth below (or at such other address or email address as any party may from time to time designate by notice in writing to the other).

If to City:

City of Pensacola
Attn: City Administrator
222 West Main Street
Pensacola, Florida 32502

With a copy to:

City of Pensacola
Attn: City Attorney
222 West Main Street
Pensacola, Florida 32502

If to CRA:

Community Redevelopment Agency of the City of Pensacola
Attn: CRA Division Manager
222 West Main Street
Pensacola, Florida 32502

With a copy to:

City of Pensacola
Attn: City Attorney
222 West Main Street
Pensacola, Florida 32502

If to Land Trust:

Northwest Florida Community Land Trust, LLC
300A W. Leonard Street
Pensacola, Florida 32501

With a copy to:

Moorhead Law Group
Attn: Stephen R. Moorhead
127 Palafox Place, Suite 200
Pensacola, Florida 32502
smoorhead@moorheadlaw.com

or to such other address as any party may from time to time designate by notice in writing to the other. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 20 shall constitute delivery (subject to the email confirmation requirement of this Section).

21. Waiver. The failure of either party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with such term, condition, or covenant.

22. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

23. Amendment. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived, or discharged either orally or by any course of dealing, but only by an instrument in writing signed by all Parties to this Agreement.

24. Counterparts, Separate Signature Pages and Facsimile Signatures. This Agreement may be executed in several counterparts, by separate signature pages, and/or by electronic, emailed (e.g., PDF), or facsimile signatures (including signatures executed through electronic signature platforms such as DocuSign), each of which may be deemed an original, and all such counterparts, separate signature pages, and electronic, emailed or facsimile signatures together shall constitute one and the same Agreement.

25. Calculation of Days. In the event that any date described in this Agreement for the performance of an action required hereunder by any of the Parties hereto falls on a Saturday, Sunday or federal legal holiday, such date shall be deemed postponed until the next business day thereafter. As used in this Agreement, the term "business day" means a day that is not a Saturday, Sunday or federal legal holiday.

26. Interpretation. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts were prepared by counsel for one of the Parties; it is recognized that this Agreement and any related instruments are the product of negotiations between the Parties and that the Parties and their counsel have contributed to the final preparation of this Agreement and all related instruments.

27. Florida Public Records Law. The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by Donors will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. Land Trust shall comply with the Florida Public Records

Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to Land Trust.

28. Relationship. Nothing herein shall be construed to create or imply the existence of a partnership, joint venture or other relationship of any kind or nature between Land Trust and either of the Donors.

29. E-Verify. In compliance with the provisions of section 448.095, Florida Statutes, to the extent required by law, Land Trust certifies that both it and any of its subcontractors engaged in the performance of obligations under this Agreement have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of that statute. Land Trust's obligation under this Section is limited to the extent required by applicable law, and Land Trust may rely on written certifications from subcontractors where permitted by law.

30. Non-Coercion. Land Trust agrees that, prior to this Agreement being executed, renewed, or extended between the Parties, it shall comply with the requirements of Section 787.06(13), Florida Statutes, by providing Donors with an affidavit signed by an officer or representative of Land Trust under penalty of perjury attesting that Land Trust does not use coercion for labor or services, as those terms are defined in Section 787.06.

31. Recording. Upon full execution, the City shall, at its expense, cause this Agreement to be recorded in the Official Records of Escambia County, Florida.

32. Publicity. The Parties agree to collaborate in good faith on all public-facing announcements and ceremonial events associated with the Project, which are anticipated to include, but not be limited to: (i) a joint press release upon execution of this Agreement; (ii) a groundbreaking ceremony upon commencement of construction; (iii) a ribbon-cutting ceremony upon project completion; and (iv) any additional related events and media activities. All such activities shall be coordinated by Land Trust with reasonable advance notice provided to Donors to ensure alignment with the Mayor's Office and the Public Information Office (PIO).

33. Radon. In accordance with Florida law, the following disclosure is hereby made:

RADON GAS: Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed 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.

[A separate signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Witnesses:

CITY OF PENSACOLA,
a Florida municipal corporation

Print: _____
Address: _____

D.C. Reeves, Mayor

Print: _____
Address: _____

Attest:

Ericka L. Burnett, City Clerk

Approved as to substance:

Anna Kate Baygents, Assistant Economic Development Director

Approved as to form:

Adam C. Cobb, City Attorney

Land Donation and Development Agreement – signature page

Witnesses:

Print: _____
Address: _____

Print: _____
Address: _____

Attest:

Ericka L. Burnett, City Clerk

Approved as to substance:

Anna Kate Baygents, Assistant Economic Development Director

Approved as to form:

Adam C. Cobb, City Attorney

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF
PENSACOLA, a public body, corporate and
politic, of the
State of Florida

By: _____
Its: _____

Land Donation and Development Agreement – signature page

Witnesses:

NORTHWEST FLORIDA COMMUNITY
LAND TRUST, LLC, a Florida limited
liability company

Print: _____

Address: _____

By: _____

Its: _____

Print: _____

Address: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed and acknowledged before me this ____ day of _____, 2026, by means of () physical presence or () online notarization, by _____, as _____ of the Northwest Florida Community Land Trust, LLC, a Florida limited liability company, who is personally known to me or who has produced a valid driver license as identification.

NOTARY PUBLIC

Print: _____

Land Donation and Development Agreement – signature page

Exhibit A

Land



LOT 6 AND THE SOUTH 7.57 FEET OF THE WEST 27 FEET OF LOT 5, BLOCK 82, NEW CITY TRACT, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, BY THOMAS C. WATSON, COPYRIGHTED IN 1906.

Exhibit B

Required Insurance

Land Trust shall procure and maintain at all times during the term of this Agreement insurance of the types and to the limits specified herein issued by insurer(s) qualified to do business in Florida.

Unless otherwise agreed by Donors in writing, the amounts, form, and type of insurance shall conform to the following minimum requirements:

WORKER'S COMPENSATION

Land Trust shall purchase and maintain workers' compensation insurance coverage as legally required. If required, the policy, or separately obtained policy, must include employers liability coverage of at least \$100,000 each person – accident, \$100,000 each person – disease, \$500,000 aggregate – disease.

COMMERCIAL GENERAL LIABILITY

Land Trust shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability forms filed by the Insurance Services Office. Minimum limits of liability shall be \$1,000,000, occurrence, and \$3,000,000, aggregate. Coverage must be provided for bodily injury and property damage liability for premises and operations. The coverage shall be written on occurrence-type basis and Donors must be listed as additional insureds. Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

BUSINESS AUTOMOBILE

In the event Land Trust owns or uses any automobiles in furtherance of the Project, Land Trust shall purchase and maintain coverage with minimum limits of \$1,000,000 per accident combined single limits, covering bodily injury and property damage liability arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use, with umbrella insurance coverage making up any difference between the policy limits of underlying policy coverage and the total amount of coverage required. The coverage shall be written on occurrence-type basis and Donors must be listed as an additional insured. Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

PROFESSIONAL LIABILITY

Land Trust shall cause its architects and engineers performing work related to the Land to carry professional liability insurance coverage with minimum limits of \$2,000,000 per occurrence, or such lesser amount as may be commercially available for the scope of services provided; where higher limits are reasonably available and customary for the scope of work, Land Trust shall procure such higher limits.

BUILDER'S RISK

Land Trust shall require any contractor constructing, altering or demolishing improvements at or about the Land to provide builder's risk insurance on an "All Risk" type form which includes, without limitation, collapse coverage and windstorm coverage, to the extent such coverage is available for the work being performed. The amount of such insurance shall be 100% of the completed value of the work being done by such contractor, where commercially available. Such builder's risk policy shall contain a "Waiver of Subrogation" clause in favor of Donors to the extent permitted by the insurer and applicable law. Donors must be listed as loss payees to the extent of their insurable interest only. Land Trust shall use commercially reasonable efforts to obtain the foregoing coverage and shall document such efforts to Donors upon request.

CERTIFICATES OF INSURANCE

Land Trust's required insurance shall be documented in Certificates of Insurance furnished to City that identify this Agreement and provide that City shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change or restriction in coverage (except ten (10) days' notice for cancellation due to non-payment of premium). Certificates shall also be furnished to Land Trust at the same time. If requested by Donors, Land Trust shall, to the extent reasonably available, furnish copies of Land Trust's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies, when such items become available to Land Trust. Certificates shall be on a form reasonably acceptable to Donors, which acceptance shall not be unreasonably withheld, conditioned or delayed. Land Trust shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies reasonably acceptable to Donors and shall file with Donors Certificates of Insurance under the new policies at least 15 days prior to the effective date of such cancellation, adverse change, or restriction; such acceptance by Donors shall not be unreasonably withheld, conditioned or delayed.

REQUIRED INSURANCE PRIMARY

The insurance coverage required of Land Trust shall be considered primary and non-contributory with respect to any insurance or self-insurance maintained by Donors and all other insurance shall be considered as excess, over and above Donors' coverage, if any, to the extent permitted by law.

LOSS CONTROL AND SAFETY

Land Trust shall retain control over its Agents and its activities on and about the Land and the manner in which such activities shall be undertaken, and, to that end, Land Trust shall not be deemed to be an agent of either of the Donors. Reasonable precautions shall be exercised at all times by Land Trust for the protection of all persons, including employees, and property. Land Trust shall make reasonable effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

RELEASE/INDEMNITY

Land Trust shall indemnify and hold harmless Donors and their respective elected and appointed officials, officers, members, employees, volunteers, representatives and agents from any and all fines, claims, suits, actions, demands, losses, damages, liabilities, costs and expenses (including,

without limitation, attorney's fees) in connection with any loss of life, bodily or personal injury, or damage to or loss of property arising from or out of any occurrence in, upon, at or about the Land or any part thereof occasioned or caused in whole or in part, either directly or indirectly, by the act omission, negligence, misconduct or breach of the Agreement by Land Trust or its Agents; or arising out of this Agreement or Land Trust's or its Agents' use of the Land; provided, however, that nothing contained herein shall be construed as a waiver, in whole or in part, of the sovereign immunity of Donors under the Constitution, statutes and case law of the State of Florida, nor as a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against Donors.

The obligations set forth in this Section shall survive the termination of this Agreement and the Closing.

LIMITATION OF CITY LIABILITY

In no event shall Donors be liable or responsible to Land Trust for any loss or damage to any property or the death or injury to any person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition from other governmental body or authority, by other licensee, occupant, user, or lessee of the Land or any portion thereof, or by any other matter beyond the control of Donors, or for any injury or damage or inconvenience which may arise through maintenance, repair or alteration of any part of the Land, or failure to make maintenance or repairs, or from any cause whatsoever, except to the extent such loss, damage, injury or death is caused by the gross negligence or willful misconduct of Donors. Except as expressly provided in this Agreement (including the indemnities set forth herein), neither Donors nor Land Trust shall be liable to the other for consequential, incidental, indirect, special or punitive damages. Nothing in this Section shall be construed as a waiver, in whole or in part, of the sovereign immunity of Donors under the Constitution, statutes and case law of the State of Florida, to the extent such immunity may be claimed under applicable law.

Exhibit C

Project Schedule

Task Name:	Days from Effective Date:
<u>Pre Design Phase</u>	<u>59</u>
Meet with utility providers	
Survey/locate utility tie in locations and any upsizing/cost sharing	
Geotechnical needed for pond design, pavement recommendations and foundation recommendations	
Meeting with permitting agencies (NFWMD, City of Pensacola)	
<u>Design Phase</u>	<u>119</u>
Engineering design and preparation of site plans including pavement, retention and utilities	
<u>Permitting Phase</u>	<u>204</u>
Submittal of plans and permit application	
a. ECUA	
b. City of Pensacola	
c. Northwest Florida Water Management District	
d. Florida Power and Light	
First round of comments from agencies	
Address comments and re-submit	
Second round of comments from agencies	
Address comments and re-submit	
Agency permits issued	
<u>Bid Process</u>	<u>234</u>
Advertise site work for bid	
Q/A bid process	
Review bids	
Notice of Award	
Contract	
<u>Pre Construction Process</u>	<u>249</u>
Contractor orders structures and other materials	
Agencies are notified of commencement	
Construction staking by surveyor	
<u>Construction Process</u>	<u>463</u>
Framing	
Mechanicals	
Inspections	
Insulation	
Siding	
Drywall	

Doors, Trim	
Paint	
Flooring	
Cabinets	
Countertops	
Mechanical Trims	
Inspections	
Landscaping	
C/O	
Final Punch	
<u>Post Construction Process</u>	<u>503</u>
Lot surveys	
Engineering certifications	
Punch-lists	

Exhibit D

Ground Lease

[Attached]

Prepared by:
Amity Rogers
Pensacola Habitat
300 W. Leonard St
Pensacola, FL 32501

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the “Lease”) is entered into this 13th day of January, 20 26 (the “Effective Date”), by and between Northwest Florida Community Land Trust, LLC, a Florida limited liability company, having an office at 300 W Leonard St, Pensacola, FL 32501 (“CLT”), and _____ (“Homeowner”).

RECITALS

A. CLT is organized exclusively for charitable purposes, including the purpose of providing homeownership opportunities for low and moderate-income (30 – 120% AMI) people who would otherwise be unable to afford homeownership.

B. A goal of CLT is to preserve affordable homeownership opportunities through the long-term leasing of land under owner-occupied homes.

C. The Leased Land described in this Lease has been acquired and is being leased by CLT in furtherance of this goal.

D. The Homeowner shares the purposes of CLT and has agreed to enter into this Lease not only to obtain the benefits of homeownership, but also to further the charitable purposes of CLT.

E. The Homeowner and CLT recognize the special nature of the terms of this Lease, and each of them accepts these terms, including those terms that affect the marketing and resale price of the property now being purchased by the Homeowner.

F. The Homeowner and CLT agree that the terms of this Lease further their shared goals over an extended period of time and through a succession of owners.

NOW THEREFORE, the Homeowner and CLT agree on all of the terms and conditions of this Lease as set forth below.

Definitions: The Homeowner and CLT agree on the following definitions of key terms used in this Lease.

Area Median Income (AMI): Area median income is defined as the midpoint of a specific area’s income distribution and is calculated on an annual basis by the Department of Housing and Urban Development.

Base Price: The total price that is paid for the Home (as defined below) by the Homeowner (including the amount provided by a first mortgage loan but not including subsidy in the form of deferred loans to the Homeowner).

Due Date: With respect to: (a) the Lease Fee, the date on which such Lease Fee is due as provided in this Lease; and (b) any other payment required under the Lease or with respect to any mortgage, the last date on which such payment can be paid without any fine, penalty, interest or cost being added thereto or imposed by law for the non-payment thereof. The time cutoff is 5:00 p.m., Central Standard Time, for all Due Dates.

Event of Default: Any violation of the terms of the Lease unless it has been corrected (“cured”) by the Homeowner or the holder of a Permitted Mortgage in the specified period of time after a written notice of default has been given by CLT.

Home: The residential structure and other permanent improvements located on the Leased Land and owned by the Homeowner, including both the original Home and all permanent improvements added thereafter by the Homeowner at the Homeowner’s expense.

Lease Fee: The monthly fee in the amount of _____ dollars (\$_____) that the Homeowner pays to CLT for the continuing use of the Leased Land and any additional amounts that CLT charges to the Homeowner for reasons permitted by this Lease. The Lease Fee may be increased as set forth in this Ground Lease Agreement.

Leased Land. The parcel of land, described in **Exhibit “A”**, that is leased to the Homeowner.

Permitted Mortgage: A mortgage on the Home and the Homeowner’s right to possess, occupy, and use the Leased Land granted to a lender by the Homeowner with CLT’s Permission, as more fully set forth in Article 8, below. The Homeowner may not mortgage CLT’s interest in the Leased Land and may not grant any mortgage without CLT’s Permission.

Purchase Option Price: The maximum price the Homeowner is allowed to receive for the sale of the Home and the Homeowner’s right to possess, occupy, and use the Leased Land, as defined in Article 10 of this Lease.

**ARTICLE 1: THE HOMEOWNER’S LETTER OF AGREEMENT AND ATTORNEY’S
LETTER OF ACKNOWLEDGMENT ARE ATTACHED AS EXHIBITS**

Attached as **Exhibit “B”** and **Exhibit “C”** and made part of this Lease by reference are a Letter of Agreement from the Homeowner, describing the Homeowner’s understanding and acceptance of this Lease (including the parts of the Lease that affect the resale of the Home), and a Letter of Acknowledgment from the Homeowner’s attorney, describing the attorney’s review of the Lease with the Homeowner.

ARTICLE 2: LEASING OF RIGHTS TO THE LAND

2.1 CLT LEASES THE LAND TO THE HOMEOWNER. CLT hereby leases to the Homeowner, and the Homeowner hereby accepts the right to possess, occupy, and use the Leased Land in accordance with the terms of this Lease. CLT has furnished to the Homeowner a copy of the most current title report, if any, obtained by CLT for the Leased Land, and the Homeowner accepts title to the Leased Land in its condition “as is” as of the signing of this Lease.

2.2 MINERAL RIGHTS NOT LEASED TO THE HOMEOWNER. CLT does not lease to the Homeowner the right to remove from the Leased Land any minerals lying beneath the Leased Land’s surface. Ownership of such minerals remains with CLT (or may be owned by prior owners), but CLT shall not remove any such minerals from the Leased Land without the Homeowner’s written permission.

ARTICLE 3: TERM OF LEASE, CHANGE OF LANDOWNER

3.1 TERM OF LEASE IS 99 YEARS. This Lease shall remain in effect for 99 years, beginning on the Effective Date and ending on the ninety-ninth anniversary of the Effective Date, unless ended sooner or renewed as provided below.

3.2 THE HOMEOWNER CAN RENEW LEASE FOR ANOTHER 99 YEARS. The Homeowner may renew this Lease for one additional period of 99 years. CLT may change the terms of the Lease for the renewal period prior to the beginning of the renewal period, but only if these changes do not materially and adversely interfere with the rights possessed by the Homeowner under the Lease. Not more than 365 nor less than 180 days before the last day of the first 99-year period, CLT shall give the Homeowner a written notice that states the date of the expiration of the first 99-year period and the conditions for renewal as set forth in the following paragraph (the “Expiration Notice”). The Expiration Notice shall also describe any changes that CLT intends to make in the Lease for the renewal period as permitted above.

The Homeowner shall then have the right to renew the Lease only if the following conditions are met: (a) within 60 days of receipt of the Expiration Notice, the Homeowner shall give CLT written notice stating the Homeowner’s desire to renew (the “Renewal Notice”); (b) this Lease shall be in effect on the last day of the original 99-year term, and (c) the Homeowner shall not be in default under this Lease or under any Permitted Mortgage on the last day of the original 99-year term.

When the Homeowner has exercised the option to renew, the Homeowner and CLT shall sign a memorandum stating that the option has been exercised. The memorandum shall comply with the requirements for a notice of lease as stated in Section, 13.12, below. CLT shall record this memorandum in accordance with the requirements of law promptly after the beginning of the renewal period.

3.3 WHAT HAPPENS IF CLT DECIDES TO SELL THE LEASED LAND. If ownership of the Leased Land is ever transferred by CLT (whether voluntarily or involuntarily) to any other person or institution, this Lease shall not cease but shall remain binding on the new landowner as well as the Homeowner. If CLT agrees to transfer the Leased Land to any person or institution other than a non-profit corporation, charitable trust, government agency, or other similar

institution sharing the goals described in the Recitals above, the Homeowner shall have a right of first refusal to purchase the Leased Land. The details of this right shall be as stated in the attached **Exhibit “D”**. Any sale or other transfer contrary to this Section 3.3 shall be null and void.

ARTICLE 4: USE OF LEASED LAND

4.1 **THE HOMEOWNER MAY USE THE HOME ONLY FOR RESIDENTIAL AND RELATED PURPOSES.** The Homeowner shall use, and allow others to use, the Home and Leased Land only for residential purposes and any activities related to residential use that were permitted by local zoning law when the Lease was signed. Use of the Leased Land shall be further limited by the restrictions described in the attached **Exhibit “E”**.

4.2 **THE HOMEOWNER MUST USE THE HOME AND LEASED LAND RESPONSIBLY AND IN COMPLIANCE WITH THE LAW.** The Homeowner shall use the Home and Leased Land in a way that will not cause harm to others or create any public nuisance. The Homeowner shall dispose of all waste in a safe and sanitary manner. The Homeowner shall maintain all parts of the Home and Leased Land in safe, sound, and habitable condition, in full compliance with all laws and regulations, and in the condition that is required to maintain the insurance coverage required by Section 9.4.

4.3 **THE HOMEOWNER IS RESPONSIBLE FOR USE BY OTHERS.** The Homeowner shall be responsible for the use of the Home and Leased Land by all residents and visitors and anyone else using the Leased Land with the Homeowner’s permission and shall make all such people aware of the restrictions on use set forth in this Lease.

4.4 **THE HOMEOWNER MUST OCCUPY THE HOME FOR AT LEAST 11 MONTHS EACH YEAR.** The Homeowner shall occupy the Home for at least 11 months of each year of this Lease, unless otherwise agreed by CLT. Occupancy by the Homeowner’s child, spouse, domestic partner, or other persons approved by CLT shall be considered occupancy by the Homeowner. Neither compliance with the occupancy requirement nor CLT’s permission for an extended period of non-occupancy constitutes permission to sublease the Leased Land and Home, which is addressed in Section 4.5, below.

4.5 **LEASED LAND MAY NOT BE ASSIGNED OR SUBLEASED WITHOUT CLT’S PERMISSION.** Except as otherwise provided in Article 8 and Article 10, the Homeowner shall not sublease, assign, sell or otherwise convey any of the Homeowner’s rights under this Lease, for any period of time, without the written permission of CLT. The Homeowner agrees that CLT shall have the right to withhold such consent in order to further the purposes of this Lease.

If permission for subleasing is granted, the sublease shall be subject to: (a) all of the terms of this Lease; and (b) the rental or occupancy fee charged the sub-lessee shall not be more than the amount of the Lease Fee charged the Homeowner by CLT, plus an amount approved by CLT to cover the Homeowner’s costs in owning the Home, including but not limited to the cost of taxes, insurance and mortgage interest.

4.6 CLT HAS A RIGHT TO INSPECT THE LEASED LAND. CLT may inspect any part of the Leased Land except the interiors of fully enclosed buildings, at any reasonable time, after notifying the Homeowner at least 48 hours before the planned inspection. No more than 4 regular inspections may be carried out in a single year, except in the case of an emergency. In an emergency, CLT may inspect any part of the Leased Land except the interiors of fully enclosed buildings, after making reasonable efforts to inform the Homeowner before the Inspection.

If CLT has received an Intent-To-Sell Notice (as described in Section 10.4, below), then CLT has the right to inspect the interiors of all fully enclosed buildings to determine their condition prior to the sale. CLT must notify the Homeowner at least 24 hours before carrying out such inspection.

4.7 THE HOMEOWNER HAS A RIGHT TO QUIET ENJOYMENT. The Homeowner has the right to quiet enjoyment of the Leased Land. CLT has no desire or intention to interfere with the personal lives, associations, expressions, or actions of the Homeowner in any way not permitted by this Lease.

ARTICLE 5: LEASE FEE

5.1 AMOUNT OF LEASE FEE. The Homeowner shall pay the monthly Lease Fee in return for the continuing right to possess, occupy, and use the Leased Land.

5.2 WHEN THE LEASE FEE IS TO BE PAID. The Lease Fee shall be payable to CLT on the first day of each month for as long as this Lease remains in effect, unless the Lease Fee is to be escrowed and paid by a Permitted Mortgagee, in which case payment shall be made as directed by such mortgagee.

5.3 HOW THE AMOUNT OF THE LEASE FEE HAS BEEN DETERMINED. The amount of the Lease Fee stated in Section 5.1, above, has been determined as follows. First, the approximate monthly fair rental value of the Leased Land has been established, as of the beginning of the Lease term, recognizing that use of the Leased Land is restricted by certain provisions imposed by this Lease. Then the affordability of this monthly amount for the Homeowner has been analyzed and, if necessary, the Lease Fee has been reduced to an amount considered to be affordable for the Homeowner.

5.4 CLT MAY REDUCE OR SUSPEND THE LEASE FEE TO IMPROVE AFFORDABILITY. CLT may reduce, in its sole discretion, or suspend the total amount of the Lease Fee for a period of time for the purpose of improving the affordability of the Homeowner's monthly housing costs. Any such reduction or suspension must be in writing and signed by CLT.

5.5 FEES MAY BE INCREASED FROM TIME TO TIME. CLT may increase the amount of the Lease Fee from time to time, but not more often than once every 3 years. Each time such amounts are increased, the total percentage of increase since the date this Lease was signed shall not be greater than the percentage of increase, over the same period of time, in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the urban area in which the Leased Land is located, or, if none, for urban areas the size of the Pensacola Metropolitan Statistical Area.

5.6 LEASE FEE WILL BE INCREASED IF RESTRICTIONS ARE REMOVED. If, for any reason, the provisions of Article 10 regarding transfers of the Home or Sections 4.4 and 4.5 regarding occupancy and subleasing are suspended or invalidated for any period of time, then during that time the Lease Fee shall be increased to an amount calculated by CLT to equal the fair rental value of the Leased Land for use not restricted by the suspended provisions, but initially an amount not exceeding _____ dollars (\$_____). Such increase shall become effective upon CLT's written notice to the Homeowner. Thereafter, for so long as these restrictions are not reinstated in the Lease, CLT may, from time to time, further increase the amount of such Lease Fee, provided that the amount of the Lease Fee does not exceed the fair rental value of the Leased Land, and provided that such increases do not occur more often than once in every 5 years.

5.7 IF PAYMENT IS LATE, A LATE FEE CAN BE CHARGED. If CLT has not received any monthly installment of the Lease Fee on or before the date an installment first becomes due (the "Due Date"), CLT may require the Homeowner to pay a late fee from the Due Date through and including the date such payment or installment is received by CLT, at a fee not to exceed \$10 per day payment is late. Such late fee shall be deemed additional Lease Fee and shall be paid by the Homeowner to CLT upon demand; provided, however, that CLT shall waive any such late fee that would otherwise be payable to CLT if such payment of the Lease Fee is received by CLT on or before the thirtieth (30th) day after the Due Date.

5.8 CLT CAN COLLECT UNPAID FEES WHEN HOME IS SOLD. In the event that any amount of payable Lease Fee remains unpaid when the Home is sold, the outstanding amount of payable Lease Fee, including any interest as provided above, shall be paid to CLT out of any proceeds from the sale that would otherwise be due to the Homeowner. CLT shall have, and the Homeowner hereby consents to, a lien upon the Home for any unpaid Lease Fee. Such lien shall be prior to all other liens and encumbrances on the Home except (a) liens and encumbrances recorded before the recording of this Lease, (b) Permitted Mortgages; and (c) liens for real property taxes and other governmental assessments or charges against the Home.

ARTICLE 6: TAXES AND ASSESSMENTS

6.1 THE HOMEOWNER IS RESPONSIBLE FOR PAYING ALL TAXES AND ASSESSMENTS. The Homeowner shall pay directly, when due, all taxes and governmental assessments that relate to the Home and the Leased Land (including any taxes relating to CLT's interest in the Leased Land).

6.2 CLT WILL FORWARD ANY TAX BILLS IT RECEIVES TO THE HOMEOWNER. In the event that the local taxing authority bills CLT for any portion of the taxes on the Home or Leased Land, CLT shall pass the bill to the Homeowner and the Homeowner shall promptly pay this bill.

6.3 THE HOMEOWNER HAS A RIGHT TO CONTEST TAXES. The Homeowner shall have the right to contest the amount or validity of any taxes relating to the Home and Leased Land. Upon receiving a reasonable request from the Homeowner for assistance in this matter,

CLT shall join in contesting such taxes. All costs of such proceedings shall be paid by the Homeowner.

6.4 IF THE HOMEOWNER FAILS TO PAY TAXES, CLT MAY INCREASE LEASE FEE. In the event that the Homeowner fails to pay the taxes or other charges described in Section 6.1, above, CLT may increase the Lease Fee to offset the amount of taxes and other charges owed by the Homeowner. Upon collecting any such amount, CLT shall pay the amount collected to the taxing authority in a timely manner. CLT shall have the right but not the obligation to advance taxes and then charge such taxes to the Homeowner.

6.5 PARTY THAT PAYS TAXES MUST SHOW PROOF. When either party pays taxes relating to the Home or Leased Land, that party shall furnish satisfactory evidence of the payment to the other party. A photocopy of a receipt shall be the usual method of furnishing such evidence.

ARTICLE 7: THE HOME

7.1 THE HOMEOWNER OWNS THE HOUSE AND ALL OTHER IMPROVEMENTS ON THE LEASED LAND. All structures, including the house, fixtures, and other improvements purchased, constructed, or installed by the Homeowner on any part of the Leased Land at any time during the term of this Lease (collectively, the “Home”) shall be the property of the Homeowner. However, the Homeowner’s rights of ownership are limited by certain provisions of this Lease, including provisions regarding the sale or leasing of the Home by the Homeowner and CLT’s option to purchase the Home. In addition, the Homeowner shall not remove any part of the Home from the Leased Land without CLT’s prior written consent.

7.2 THE HOMEOWNER PURCHASES HOME WHEN SIGNING LEASE. Upon the signing of this Lease, the Homeowner is simultaneously purchasing the Home located at that time on the Leased Land.

7.3 CONSTRUCTION CARRIED OUT BY THE HOMEOWNER MUST COMPLY WITH CERTAIN REQUIREMENTS. Any construction in connection with the Home is permitted only if the following requirements are met: (a) all costs shall be paid for by the Homeowner; (b) all construction shall be performed in a professional manner and shall comply with all applicable laws and regulations; (c) all changes in the Home shall be consistent with the permitted uses described in Article 4; (d) the footprint, square-footage, or height of the Home shall not be increased and new structures shall not be built or installed on the Leased Land without the prior written consent of CLT.

For any construction requiring CLT’s prior written consent, the Homeowner shall submit a written request to CLT. Such request shall include: (a) a written statement of the reasons for undertaking the construction; (b) a set of drawings (floor plan and elevations) showing the dimensions of the proposed construction; (c) a list of the necessary materials, with quantities needed; and (d) a statement of who will do the work.

If CLT finds it needs additional information, it shall request such information from the Homeowner within two weeks of receipt of the Homeowner's request. CLT then, within two weeks of receiving all necessary information (including any additional information it may have requested), shall give the Homeowner either its written consent or a written statement of its reasons for not consenting. Before construction can begin, the Homeowner shall provide CLT with copies of all necessary building permits, if not previously provided.

7.4 THE HOMEOWNER MAY NOT ALLOW LIENS TO REMAIN AGAINST LEASED LAND OR HOME. No lien of any type shall attach to CLT's title to the Leased Land. The Homeowner shall not permit any statutory or similar lien to be filed against the Leased Land or the Home which remains more than 60 days after it has been filed. The Homeowner shall take action to discharge such lien, whether by means of payment, deposit, bond, court order, or other means permitted by law. If the Homeowner fails to discharge such lien within the 60-day period, then the Homeowner shall immediately notify CLT of such failure. CLT shall have the right to discharge the lien by paying the amount in question. The Homeowner may, at the Homeowner's expense, contest the validity of any such asserted lien, provided the Homeowner has furnished a bond or other acceptable surety in an amount sufficient to release the Leased Land from such lien. Any amounts paid by CLT to discharge such liens shall be treated as an additional Lease Fee payable by the Homeowner upon demand.

7.5 THE HOMEOWNER IS RESPONSIBLE FOR SERVICES, MAINTENANCE AND REPAIRS. The Homeowner hereby assumes responsibility for furnishing all services or facilities on the Leased Land, including but not limited to heat, electricity, air conditioning and water. CLT shall not be required to furnish any services or facilities or to make any repairs to the Home. The Homeowner shall maintain the Home and Leased Land as required by Section 4.2, above, and shall see that all necessary repairs and replacements are accomplished in a reasonable time and, in any event, not to exceed thirty (30) days following written notice by CLT.

7.6 WHEN LEASE ENDS, OWNERSHIP REVERTS TO CLT, WHICH SHALL REIMBURSE THE HOMEOWNER. Upon the expiration or termination of this Lease, ownership of the Home shall revert to CLT. Upon thus assuming title to the Home, CLT shall promptly pay the Homeowner and Permitted Mortgagee(s), as follows: (a) CLT shall pay any Permitted Mortgagee(s) the full amount owed to such mortgagee(s) by the Homeowner; and then (b) CLT shall pay the Homeowner the balance of the Purchase Option Price calculated in accordance with Article 10 below, as of the time of reversion of ownership, less the total amount of any unpaid Lease Fee and any other amounts owed under the terms of this Lease. The Homeowner shall be responsible for any costs necessary to clear any additional liens or other charges related to the Home which may be assessed against the Home. If the Homeowner fails to clear such liens or charges, the balance due the Homeowner shall also be reduced by the amount necessary to release such liens or charges, including reasonable attorney's fees incurred by CLT.

ARTICLE 8: FINANCING

8.1 THE HOMEOWNER CANNOT MORTGAGE THE HOME WITHOUT CLT'S PERMISSION. The Homeowner may mortgage the Home only with the written permission of

CLT. Any mortgage permitted in writing by CLT is defined as a Permitted Mortgage, and the holder of such a mortgage is defined as a Permitted Mortgagee.

8.2 BY SIGNING LEASE, CLT GIVES PERMISSION FOR ORIGINAL MORTGAGE. By signing this Lease, CLT gives written permission for any mortgage signed by the Homeowner effective on the day this Lease is signed for the purpose of financing the Homeowner's purchase of the Home.

8.3 THE HOMEOWNER MUST GET SPECIFIC PERMISSION FOR REFINANCING OR OTHER SUBSEQUENT MORTGAGES. If, at any time subsequent to the purchase of the Home and signing of the Lease, the Homeowner seeks a loan that is to be secured by a mortgage on the Home (to refinance an existing Permitted Mortgage or to finance home repairs or for any other purpose), the Homeowner must inform CLT, in writing, of the proposed terms and conditions of such mortgage loan at least 15 business days prior to the expected closing of the loan. The information to be provided to CLT must include: (a) the name of the proposed lender; (b) the Homeowner's reason for requesting the loan; (c) the principal amount of the proposed loan and the total mortgage debt that will result from the combination of the loan and existing mortgage debt, if any; (d) the expected closing costs; (e) the rate of interest; (f) the repayment schedule; and (g) a copy of the appraisal commissioned in connection with the loan request.

CLT may also require the Homeowner to submit additional information. CLT will not permit such a mortgage loan if the loan increases The Homeowner's total mortgage debt to an amount greater than 90% of the then current Purchase Option Price, calculated in accordance with Article 10 below, or if the terms of the transaction otherwise threaten the interests of either the Homeowner or CLT.

8.4 CLT IS REQUIRED TO PERMIT A "STANDARD PERMITTED MORTGAGE." CLT shall be required to permit any mortgage for which the mortgagee has signed a "Standard Permitted Mortgage Agreement" as set forth in Exhibit "E" for which the loan secured thereby does not increase the Homeowner's total mortgage debt to an amount greater than 90% of the then current Purchase Option Price, calculated in accordance with Article 10 below.

8.5 A PERMITTED MORTGAGEE HAS CERTAIN OBLIGATIONS UNDER THE LEASE. Any Permitted Mortgagee shall be bound by each of the requirements stated in Exhibit "E" which is made a part of this Lease by reference, unless the particular requirement is removed, contradicted or modified by a Rider to this Lease signed by the Homeowner and CLT to modify the terms of the Lease during the term of the Permitted Mortgage.

8.6 A PERMITTED MORTGAGEE HAS CERTAIN RIGHTS UNDER THE LEASE. Any Permitted Mortgagee shall have all of the rights and protections stated in Exhibit "E" which is made a part of this Lease by reference.

8.7 IN THE EVENT OF FORECLOSURE, ANY PROCEEDS IN EXCESS OF THE PURCHASE OPTION PRICE WILL GO TO CLT. The Homeowner and CLT recognize that it would be contrary to the purposes of this agreement if the Homeowner could receive more than the Purchase Option Price as the result of the foreclosure of a mortgage. Therefore, the

Homeowner hereby irrevocably assigns to CLT all net proceeds of sale of the Home that would otherwise have been payable to the Homeowner and that exceed the amount of net proceeds that the Homeowner would have received if the property had been sold for the Purchase Option Price, calculated as described in Section 10.10, below. The Homeowner authorizes and instructs the Permitted Mortgagee, or any party conducting any sale, to pay such excess amount directly to CLT. If, for any reason, such excess amount is paid to the Homeowner, the Homeowner hereby agrees to promptly pay such amount to CLT.

ARTICLE 9: LIABILITY, INSURANCE, DAMAGE AND DESTRUCTION, EMINENT DOMAIN

9.1 THE HOMEOWNER ASSUMES ALL LIABILITY. The Homeowner assumes all responsibility and liability related to the Homeowner's possession, occupancy, and use of the Leased Land.

9.2 THE HOMEOWNER MUST DEFEND CLT AGAINST ALL CLAIMS OF LIABILITY. The Homeowner shall defend, indemnify, and hold CLT harmless against all liability and claims of liability for injury or damage to person or property from any cause on or about the Leased Land. The Homeowner waives all claims against CLT for injury or damage on or about the Leased Land. However, CLT shall remain liable for injury or damage due to the grossly negligent or intentional acts or omissions of CLT or CLT's agents or employees.

9.3 THE HOMEOWNER MUST REIMBURSE CLT. In the event CLT shall be required to pay any sum that is the Homeowner's responsibility or liability, the Homeowner shall reimburse CLT for such payment and for reasonable expenses caused thereby.

9.4 THE HOMEOWNER MUST INSURE THE HOME AGAINST LOSS AND MUST MAINTAIN LIABILITY INSURANCE ON HOME AND LEASED LAND. The Homeowner shall, at the Homeowner's expense, keep the Home continuously insured against "all risks" of physical loss, using Insurance Services Office (ISO) Form HO 00 03, or its equivalent, for the full replacement value of the Home, and in any event in an amount that will not incur a coinsurance penalty. The amount of such insured replacement value must be approved by CLT prior to the commencement of the Lease. Thereafter, if CLT determines that the replacement value to be insured should be increased, CLT shall inform the Homeowner of such required increase at least 30 days prior to the next date on which the insurance policy is to be renewed, and the Homeowner shall assure that the renewal includes such change. If the Homeowner wishes to decrease the amount of replacement value to be insured, the Homeowner shall inform CLT of the proposed change at least 30 days prior to the time such change would take effect. The change shall not take effect without CLT's approval.

Should the Home lie in a flood hazard zone as defined by the National Flood Insurance Plan, the Homeowner shall keep in full force and effect flood insurance in the maximum amount available.

The Homeowner shall also, at its sole expense, maintain in full force and effect public liability insurance using ISO Form HO 00 03 or its equivalent in the amount of \$300,000 per

occurrence and in the aggregate. CLT shall be named as an additional insured using ISO Form HO 04 41 or its equivalent, and certificates of insurance shall be delivered to CLT prior to the commencement of the Lease and at each anniversary date thereof.

The dollar amounts of such coverage may be increased from time to time at CLT's request but not more often than once in any one-year period. CLT shall inform the Homeowner of such required increase in coverage at least 30 days prior to the next date on which the insurance policy is to be renewed, and the Homeowner shall assure that the renewal includes such change. The amount of such increase in coverage shall be based on current trends in the Homeowner's liability insurance coverage in the area in which the Home is located.

9.5 HOME IS DAMAGED OR DESTROYED. Except as provided below, in the event of fire or other damage to the Home, the Homeowner shall take all steps necessary to assure the repair of such damage and the restoration of the Home to its condition immediately prior to the damage. All such repairs and restoration shall be completed as promptly as possible. The Homeowner shall also promptly take all steps necessary to assure that the Leased Land is safe and that the damaged Home does not constitute a danger to persons or property.

If the Homeowner, based on professional estimates, determines either (a) that full repair and restoration is physically impossible, or (b) that the available insurance proceeds will pay for less than the full cost of necessary repairs and that the Homeowner cannot otherwise afford to cover the balance of the cost of repairs, then the Homeowner shall notify CLT of this problem, and CLT may then help to resolve the problem. Methods used to resolve the problem may include efforts to increase the available insurance proceeds, efforts to reduce the cost of necessary repairs, efforts to arrange affordable financing covering the costs of repair not covered by insurance proceeds, and any other methods agreed upon by both the Homeowner and CLT.

If the Homeowner and CLT cannot agree on a way of restoring the Home in the absence of adequate insurance proceeds, then the Homeowner may give CLT written notice of intent to terminate the Lease. The date of actual termination shall be no less than 60 days after the date of the Homeowner's notice of intent to terminate. Upon termination, any insurance proceeds payable to the Homeowner for damage to the Home shall be paid as follows: (a) to the expenses of their collection; (b) to any Permitted Mortgagee(s), to the extent required by the Permitted Mortgage(s); (c) to the expenses of enclosing or razing the remains of the Home and clearing debris; (d) to CLT for any amounts owed under this Lease; (e) to the Homeowner, up to an amount equal to the Purchase Option Price, as of the day prior to the loss, less any amounts paid with respect to the second, third, and fourth clauses above; and (f) the balance, if any, to CLT.

9.6 SOME OR ALL OF THE LAND IS TAKEN FOR PUBLIC USE. If all of the Leased Land is taken by eminent domain or otherwise for public purposes, or if so much of the Leased Land is taken that the Home is lost or damaged beyond repair, the Lease shall terminate as of the date when the Homeowner is required to give up possession of the Leased Land. Upon such termination, the entire amount of any award(s) paid shall be allocated in the way described in Section 9.5, above, for insurance proceeds.

In the event of the taking of a portion of the Leased Land that does not result in damage to the Home or a significant reduction in the usefulness or desirability of the Leased Land for residential purposes, then any monetary compensation for such taking shall be allocated entirely to CLT.

In the event of a taking of a portion of the Leased Land that results in damage to the Home only to such an extent that the Home can reasonably be restored to a residential use consistent with this Lease, then the damage shall be treated as damage is treated in Section 9.5, above, and monetary compensation shall be allocated as insurance proceeds are to be allocated under Section 9.5.

9.7 IF PART OF THE LAND IS TAKEN, THE LEASE FEE MAY BE REDUCED. In the event of any taking that reduces the size of the Leased Land but does not result in the termination of the Lease, CLT shall reassess the fair rental value of the remaining Land and shall adjust the Lease Fee if necessary to assure that the monthly fee does not exceed the monthly fair rental value of the Land for use as restricted by the Lease.

9.8 IF LEASE IS TERMINATED BY DAMAGE, DESTRUCTION OR TAKING, CLT WILL TRY TO HELP THE HOMEOWNER BUY ANOTHER CLT HOME. If this Lease is terminated as a result of damage, destruction or taking, CLT shall take reasonable steps to allow the Homeowner to purchase another home on another parcel of leased land owned by CLT if such home can reasonably be made available. If the Homeowner purchases such a home, the Homeowner agrees to apply any proceeds or award received by the Homeowner to the purchase of the home. The Homeowner understands that there are numerous reasons why it may not be possible to make such a home available and shall have no claim against CLT if such a home is not made available.

ARTICLE 10: TRANSFER OF THE HOME

10.1 INTENT OF THIS ARTICLE IS TO PRESERVE AFFORDABILITY. The Homeowner and CLT agree that the provisions of this Article 10 are intended to preserve the affordability of the Home for Income Qualified Persons and expand access to homeownership opportunities for such households.

10.2 THE HOMEOWNER MAY TRANSFER THE HOME ONLY TO CLT OR QUALIFIED PERSONS. The Homeowner may transfer the Home only to CLT or an Income-Qualified Person as defined below or otherwise only as explicitly permitted by the provisions of this Article 10. All such transfers are to be completed only in strict compliance with this Article 10. Any purported transfer that does not follow the procedures set forth below, except in the case of a transfer to a Permitted Mortgagee in lieu of foreclosure, shall be null and void.

10.3 THE HOME MAY BE TRANSFERRED TO CERTAIN HEIRS OF THE HOMEOWNER. If the Homeowner dies (or if the last surviving co-owner of the Home dies), the personal representative of the Homeowner's estate shall notify CLT within ninety (90) days of the date of the death. Upon receiving such notice CLT shall consent to a transfer of the Home and the Homeowner's rights to the Leased Land to one or more of the possible heirs of the Homeowner

listed below as (i), (ii), or (iii), provided that (a) as to the heirs listed in subsection (iii), below, such heir(s) demonstrate that they meet the standard of an “Income-Qualified Person,” and (b) “a Letter of Agreement and a Letter of Attorney’s Acknowledgment” (as described in Article 1, above) are submitted to CLT to be attached to the Lease when it is transferred to the heirs:

- (i) the spouse of the Homeowner; or
- (ii) the child or children of the Homeowner; or
- (iii) member(s) of the Homeowner’s household who have resided in the Home for at least one year immediately prior to the Homeowner’s death.

An “Income-Qualified Person” is a person or group of persons whose household income falls between 30%-120% of the median household income for the applicable Standard Metropolitan Statistical Area or County as calculated and adjusted for household size from time to time by the U.S. Department of Housing and Urban Development (HUD) or any successor.

Any other heirs, beneficiaries, or devisees of the Homeowner, in addition to submitting Letters of Agreement and Attorney’s Acknowledgment as provided above, must demonstrate to CLT’s satisfaction that they are Income-Qualified Persons. If they cannot demonstrate that they are Income-Qualified Persons, they shall not be entitled to possession of the Home but must transfer the Home in accordance with the provisions of this Article.

10.4 THE HOMEOWNER MUST GIVE NOTICE OF INTENT TO SELL. In the event that the Homeowner wishes to sell the Homeowner’s Property, the Homeowner shall notify CLT, in writing, of such wish (the “Intent-to-Sell Notice”). This Notice shall include a statement as to whether the Homeowner wishes to recommend a prospective buyer as of the date of the Notice.

10.5 AFTER RECEIVING NOTICE, CLT SHALL COMMISSION AN APPRAISAL. No later than ten (10) days after CLT’s receipt of the Homeowner’s Intent-to-Sell Notice, CLT shall commission a market valuation of the Leased Land and the Home (the “Appraisal”) to be performed by a duly licensed appraiser who is acceptable to the Homeowner. CLT shall pay the cost of such Appraisal. The Appraisal shall be conducted by analysis and comparison of comparable properties as though title to Land and Home were held in fee simple absolute by a single party, disregarding all of the restrictions of this Lease on the use, occupancy, and transfer of the property. Copies of the Appraisal are to be provided to both CLT and the Homeowner.

10.6 CLT HAS AN OPTION TO PURCHASE THE HOME. Upon receipt of an Intent-to-Sell Notice from the Homeowner, CLT shall have the option to purchase the Home at the Purchase Option Price calculated as set forth below. The Purchase Option is designed to further the purpose of preserving the affordability of the Home for succeeding Income-Qualified Persons while taking fair account of the investment by the Homeowner.

If CLT elects to purchase the Home, CLT shall exercise the Purchase Option by notifying the Homeowner, in writing, of such election (the Notice of Exercise of Option) within forty-five (45) days of the receipt of the Appraisal, or the Option shall expire. Having given such notice, CLT may either proceed to purchase the Home directly or may assign the Purchase Option to an Income-Qualified Person.

The purchase (by CLT or CLT's assignee) must be completed within sixty (60) days of CLT's Notice of Exercise of Option. At closing, the Homeowner shall execute a Special Warranty Deed conveying the Home to CLT. The warranties in the Special Warranty Deed shall be limited to items arising by, through, or under the Homeowner and the Permitted Mortgage(s). If CLT fails to complete the purchase, the Homeowner may sell the Home and the Homeowner's rights to the Leased Land as provided in Section 10.7, below. The time permitted for the completion of the purchase may be extended by mutual agreement of CLT and the Homeowner.

The Homeowner may recommend to CLT a prospective buyer who is an Income-Qualified Person and is prepared to submit Letters of Agreement and Attorney's Acknowledgement indicating informed acceptance of the terms of this Lease. CLT shall make reasonable efforts to arrange for the assignment of the Purchase Option to such person, unless CLT determines that its charitable mission is better served by retaining the Home for another purpose or transferring the Home to another Income-Qualified Person.

10.7 IF PURCHASE OPTION EXPIRES, THE HOMEOWNER MAY SELL ON CERTAIN TERMS. If the Purchase Option has expired or if CLT has failed to complete the purchase within the sixty-day period allowed by Section 10.6, above, the Homeowner may sell the Home to any Income-Qualified Person for not more than the then-applicable Purchase Option Price.

10.8 AFTER ONE YEAR, CLT SHALL HAVE THE POWER OF ATTORNEY TO CONDUCT THE SALE. If CLT does not exercise its option and complete the purchase of the Homeowner's Property as described above, and if the Homeowner (a) is not then residing in the Home and (b) continues to hold the Homeowner's Property out for sale but is unable to locate a buyer and execute a binding purchase and sale agreement within one year of the date of the Intent to Sell Notice, the Homeowner does hereby appoint CLT its attorney in fact to seek a buyer, negotiate a reasonable price that furthers the purposes of this Lease, sell the property, and pay to the Homeowner the proceeds of sale, minus CLT's costs of sale and any other sums owed CLT by the Homeowner.

10.9 PURCHASE OPTION PRICE EQUALS LESSER OF APPRAISED VALUE OF THE HOMEOWNER'S OWNERSHIP INTEREST OR FORMULA PRICE. In no event may the Home be sold for a price that exceeds the Purchase Option Price. The Purchase Option Price shall be the lesser of (a) the Appraised Value of the Homeowner's Ownership Interest at Resale as calculated in Section 10.10(d), below, or (b) the Formula Price calculated in accordance with Section 10.10, below.

10.10 HOW THE FORMULA PRICE IS CALCULATED. The Formula Price shall be equal to (a) the amount of the Homeowner's Base Price (as stated below), plus (b) a maximum of 25% of any increase in the appraised value of the Homeowner's Ownership Interest (as calculated below):

(a) *The Homeowner's Base Price:* The Parties agree that the price paid by the Homeowner upon the execution of this lease (the "Homeowner's Base Price") is \$125,000. (The Homeowner's Base Price equals the Homeowner's Ownership Interest at the time of purchase.)

(b) *Initial Appraised Value of Home and Leased Land:* The parties agree that the total appraised value of Home and Leased Land at the time of the Homeowner's purchase (the "Initial Appraised Value") is \$ _____, as documented by the appraiser's report attached to this Lease as Exhibit "G."

(c) *Ratio of The Homeowner's Base Price to Initial Appraised Value:* The parties agree that the Ratio of The Homeowner's Base Price to Initial Appraised Value, expressed as a percentage, is a maximum of **tbd %**.

(d) *Appraised Value of The Homeowner's Ownership Interest at Resale:* The appraised value of the Homeowner's Ownership Interest at time of resale equals the appraised value of Home and Leased Land at resale, determined in accordance with Section 10.5, multiplied by the Ratio of the Homeowner's Base Price to Initial Appraised Value (**TBD %**) as calculated in subsection (c), above.

(e) *Increase in Appraised Value of the Homeowner's Ownership Interest:* The increase in appraised value of the Homeowner's Ownership Interest equals the appraised value of the Homeowner's Ownership Interest at resale determined in accordance with subsection d, above, minus the Homeowner's Base Price stated in ("a") above.

(f) *The Homeowner's share of Increase in Appraised Value of the Homeowner's Ownership Interest:* The Homeowner's share of the increase in the appraised value of the Homeowner's Ownership Interest shall be determined by multiplying the Increase in Market Value as calculated in subsection (e), above, by the "Shared Appreciation Factor." The "Shared Appreciation Factor" shall be tied to the length of ownership as follows:

(i) If the property is sold following the purchase but prior to the completion of the 2nd anniversary of the Effective Date, the "Shared Appreciation Factor" shall be 5% ;

(ii) If the property is sold after the 2nd but prior to the 5th anniversary of the Effective Date, the "Shared Appreciation Factor" shall be 10% ;

(iii) If the property is sold after the 5th through but prior to the 10th anniversary of the Effective Date, the Shared Appreciation Factor shall be 20% ;

(iv) If the property is sold at any time during or after the 10th anniversary of the Effective Date, the Shared Appreciation Factor shall be 25%;

(g) *Formula Price:* The Formula Price equals the Homeowner's Base Price (see subsection (a), above) plus the Homeowner's share of the Shared Appreciation Factor (see subsection (f), above).

(h) *Acknowledgement:* The Homeowner recognizes that the Appraised Value of the Home Only is \$ _____ but the Homeowner is able to purchase the Home at the lower Initial Base Price of \$ _____, due to the reduction in purchase price or subsidy provided by Pensacola Habitat for Humanity Inc and any other Down Payment assistance homebuyer qualifies for. The Homeowner may obtain the purchase price reduction or subsidy only if the Homeowner submits the Home to the terms, provisions, covenants and conditions of this Ground Lease. The Homeowner wishes to submit the Home to the terms, provisions, covenants and conditions of the Ground Lease and agrees to such terms, provisions, covenants and conditions in exchange for this benefit.

10.11 QUALIFIED PURCHASER SHALL RECEIVE NEW LEASE. CLT shall issue a new lease to any person who purchases the Home in accordance with the terms of this Article 10. The terms of such lease shall be the same as those of new leases issued to homebuyers at that time for land not previously leased by CLT.

10.12 PURCHASER MAY BE CHARGED A TRANSFER FEE. In the event that the Homeowner sells the Home to a party other than CLT (whether directly to such party or as a result of CLT's assignment of its Purchase Option to such party), the price to be paid by such purchaser shall include in addition to the Purchase Option Price, at the discretion of CLT, a transfer fee to compensate CLT for carrying out its responsibilities with regard to the transaction. The amount of the transfer fee shall be no more than three percent (3.0%) of the Purchase Option Price.

10.13 HOMEOWNER REQUIRED TO MAKE NECESSARY REPAIRS AT TRANSFER. The Homeowner is required to make necessary repairs when the Homeowner voluntarily transfers the Home as follows:

(a) The person purchasing the Home ("Buyer") shall, prior to purchasing the Home, hire at their sole expense, a duly licensed building inspector to assess the condition of the Home and prepare a written report of the condition ("Inspection Report"). The Homeowner shall cooperate fully with the inspection.

(b) The Buyer shall provide a copy of the Inspection Report to Buyer's lender (if any), the Homeowner, and CLT within 10 days after receiving the Inspection Report.

(c) The Homeowner shall repair specific reported defects or conditions necessary to bring the Home into full compliance with Sections 4.2 and 7.5, above, prior to transferring the Home.

(d) The Homeowner shall bear the full cost of the necessary repairs and replacements. However, upon the Homeowner's written request, CLT may allow the Homeowner to pay all or a portion of the repair costs after transfer, from the Homeowner's proceeds of sale, if the Homeowner cannot afford to pay such costs prior to the transfer. In such an event, either (i) 150% of the unpaid estimated cost of repairs or (ii) 100% of the unpaid cost of completed repairs shall be withheld from the Homeowner's proceeds of sale in a CLT-approved escrow account.

(e) The Homeowner shall allow CLT, the Buyer, and the Buyer's building inspector and lender's representative to inspect the repairs prior to closing to determine that the repairs have been satisfactorily completed.

(f) Upon sale or other transfer, the Homeowner shall either (i) transfer the Home with all originally purchased appliances or replacements in the Home in good working order or (ii) reduce the Purchase Option Price by the market value of any such appliances that are not left with the Home in good working order.

ARTICLE 11: DEFAULT

11.1 THE HOMEOWNER FAILS TO MAKE PAYMENTS TO CLT THAT ARE REQUIRED BY THE LEASE. It shall be an event of default if the Homeowner fails to pay the Lease Fee or other charges required by the terms of this Lease and such failure is not cured by the Homeowner or a Permitted Mortgagee within thirty (30) days after notice of such failure is given by CLT to the Homeowner and Permitted Mortgagee. However, if the Homeowner makes a good-faith partial payment of at least two-thirds (2/3) of the amount owed during the 30-day cure period, then the cure period shall be extended by an additional 30 days.

11.2 THE HOMEOWNER VIOLATES OTHER (NONMONETARY) TERMS OF THE LEASE. It shall be an event of default if the Homeowner fails to abide by any other requirement or restriction stated in this Lease, and such failure is not cured by the Homeowner or a Permitted Mortgagee within sixty (60) days after notice of such failure is given by CLT to the Homeowner and Permitted Mortgagee. However, if the Homeowner or Permitted Mortgagee has begun to cure such default within the 60-day cure period and is continuing such cure with due diligence but cannot complete the cure within the 60-day cure period, the cure period shall be extended for as much additional time as may be reasonably required to complete the cure.

11.3 THE HOMEOWNER DEFAULTS AS A RESULT OF JUDICIAL PROCESS. It shall be an event of default if the leasehold estate hereby created is taken on execution or by other process of law, or if the Homeowner is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property of the Homeowner for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of any substantial part of the Home or the Homeowner's interest in the Leased Land by a court of competent jurisdiction, or if a petition is filed for the reorganization of the Homeowner under any provisions of the Bankruptcy Act now or hereafter enacted, or if the Homeowner files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts.

11.4 A DEFAULT (UNCURED VIOLATION) GIVES CLT THE RIGHT TO TERMINATE THE LEASE OR EXERCISE ITS PURCHASE OPTION.

(a) TERMINATION: In the case of any of the events of default described above, CLT may terminate this lease at which time the Homeowner shall execute a Special Warranty Deed conveying the Home to CLT. The warranties in the Special Warranty Deed shall

be limited to items arising by, through, or under the Homeowner and the Permitted Mortgage(s). If the Homeowner fails to relinquish possession of the Home and deed the Home to CLT, CLT may initiate summary proceedings under applicable law against the Homeowner, and CLT shall have all the rights and remedies consistent with such laws and resulting court orders to enter the Leased Land and Home and repossess the entire Leased Land and Home, and expel the Homeowner and those claiming rights through the Homeowner. In addition, CLT shall have such additional rights and remedies to recover from the Homeowner arrears of rent and damages from any preceding breach of any covenant of this Lease. If this Lease is terminated by CLT pursuant to an Event of Default, then, as provided in Section 7.7 above, upon thus assuming title to the Home, CLT shall pay to the Homeowner and any Permitted Mortgagee an amount equal to the Purchase Option Price calculated in accordance with Section 10.9 above, as of the time of reversion of ownership, less the total amount of any unpaid Lease Fee and any other amounts owed to CLT under the terms of this Lease and all reasonable costs (including reasonable attorneys' fees) incurred by CLT in pursuit of its remedies under this Lease.

If CLT elects to terminate the Lease, then the Permitted Mortgagee shall have the right (subject to Article 8 above and the attached Exhibit "D") to postpone and extend the specified date for the termination of the Lease for a period sufficient to enable the Permitted Mortgagee or its designee to acquire the Homeowner's interest in the Home and the Leased Land by foreclosure of its mortgage or otherwise.

(b) EXERCISE OF OPTION. In the case of any of the events of default described above, the Homeowner hereby grants to CLT (or its assignee) the option to purchase the Home for the Purchase Option Price as such price is defined in Article 10 above. Within thirty (30) days after the expiration of any applicable cure period as established in Sections 12.1 or 12.2, above, or within 30 days after any of the events constituting an Event of Default under Section 12.3 above, CLT shall notify the Homeowner and the Permitted Mortgagee(s) of its decision to exercise its option to purchase under this Section 12.4(b). Not later than ninety (90) days after CLT gives notice to the Homeowner of CLT's intent to exercise its option under this Section 12.4(a), CLT or its assignee shall purchase the Home for the Purchase Option Price.

11.5 WHAT HAPPENS IF CLT DEFAULTS. CLT shall in no event be in default in the performance of any of its obligations under the Lease unless and until CLT has failed to perform such obligations within sixty (60) days, or such additional time as is reasonably required to correct any default, after notice by the Homeowner to CLT properly specifying CLT's failure to perform any such obligation.

ARTICLE 12: MEDIATION AND ARBITRATION

12.1 Nothing in this Lease shall be construed as preventing the parties from utilizing any process of mediation or arbitration in which the parties agree to engage for the purpose of resolving a dispute.

12.2 The Homeowner and CLT shall each pay one-half (50%) of any costs incurred in carrying out mediation or arbitration in which the parties have agreed to engage.

ARTICLE 13: GENERAL PROVISIONS

13.1 **THE HOMEOWNER'S MEMBERSHIP IN CLT.** The Homeowner shall have representation on the CLT Committee.

13.2 **NOTICES.** Whenever this Lease requires either party to give notice to the other, the notice shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the party at the address set forth below, or such other address designated by like written notice:

If to CLT: Northwest Florida Community Land Trust, LLC
Attn: Sam Young, CEO/President
300A W. Leonard St.
Pensacola, FL 32501

with a copy to: Moorhead Law Group, PLLC
Attn: Robert J. Powell, General Counsel
127 Palafox Pl, Suite 200
Pensacola, FL 32502

If to the Homeowner: _____

All notices, demands, and requests shall be effective upon being deposited in the United States Mail or, in the case of personal delivery, upon actual receipt.

13.3 **NO BROKERAGE:** The Homeowner warrants that it has not dealt with any real estate broker in connection with the purchase of the Home. If any claim is made against CLT regarding dealings with brokers, the Homeowner shall defend CLT against such claim with counsel of CLT's selection and shall reimburse CLT for any loss, cost, or damage which may result from such claim.

13.4 **SEVERABILITY AND DURATION OF LEASE.** If any part of this Lease is unenforceable or invalid, such material shall be read out of this Lease and shall not affect the validity of any other part of this Lease or give rise to any cause of action of the Homeowner or CLT against the other, and the remainder of this Lease shall be valid and enforced to the fullest extent permitted by law. It is the intention of the parties that CLT's option to purchase and all other rights of both parties under this Lease shall continue in effect for the full term of this Lease and any renewal thereof and shall be considered to be coupled with an interest. In the event any such option or right shall be construed to be subject to any rule of law limiting the duration of such option or right, the period of time for the exercising of such option or right shall be construed to expire twenty (20) years after the death of the last survivor of the adults and children listed on the initial application of the Homeowner.

13.5 RIGHT OF FIRST REFUSAL IN LIEU OF OPTION. If the provisions of the purchase option set forth in Article 10 of this Lease shall, for any reason, become unenforceable, CLT shall nevertheless have a right of first refusal to purchase the Home at the highest documented bona fide purchase price offer made to the Homeowner. Such right shall be as specified in Exhibit “E”. Any sale or transfer contrary to this Section, when applicable, shall be null and void.

13.6 WAIVER. The waiver by CLT at any time of any requirement or restriction in this Lease, or the failure of CLT to take action with respect to any breach of any such requirement or restriction, shall not be deemed to be a waiver of such requirement or restriction with regard to any subsequent breach of such requirement or restriction, or of any other requirement or restriction in the Lease. CLT may grant waivers in the terms of this Lease, but such waivers must be in writing and signed by CLT before being effective.

The subsequent acceptance of Lease Fee payments by CLT shall not be deemed to be a waiver of any preceding breach by the Homeowner of any requirement or restriction in this Lease, other than the failure of the Homeowner to pay the particular Lease Fee so accepted, regardless of CLT’s knowledge of such preceding breach at the time of acceptance of such Lease Fee payment.

13.7 CLT’S RIGHT TO PROSECUTE OR DEFEND. CLT shall have the right, but shall have no obligation, to prosecute or defend, in its own or the Homeowner’s name, any actions or proceedings appropriate to the protection of its own or the Homeowner’s interest in the Leased Land. Whenever requested by CLT, the Homeowner shall give CLT all reasonable aid in any such action or proceeding.

13.8 CONSTRUCTION OF LEASE TERMS. Whenever in this Lease a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand.

13.9 HEADINGS AND TABLE OF CONTENTS. The headings, subheadings, and table of contents appearing in this Lease are for convenience only, and are not a part of this Lease and do not in any way limit or amplify the terms or conditions of this Lease.

13.10 PARTIES BOUND. This Lease sets forth the entire agreement between CLT and the Homeowner with respect to the leasing of the Land; it is binding upon and inures to the benefit of these parties and, in accordance with the provisions of this Lease, their respective successors in interest. This Lease may be altered or amended only in a writing executed by CLT and the Homeowner or their legal representatives or, in accordance with the provisions of this Lease, their successors in interest.

13.11 GOVERNING LAW. This Lease shall be interpreted in accordance with and governed by the laws of Florida. The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against CLT or the Homeowner.

13.12 RECORDING. The parties agree, as an alternative to the recording of this Lease, to execute a so-called Notice of Lease or Short Form Lease in a form recordable and complying with applicable law and reasonably satisfactory to CLT’s attorneys. In no event shall such

document state the rent or other charges payable by the Homeowner under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease.

End of Text.

IN WITNESS WHEREOF, the parties have executed this lease on the day and year first above written.

**NORTHWEST FLORIDA
COMMUNITY LAND TRUST By
Pensacola Habitat for Humanity, Inc.,
its Member**

By: _____
Kimberly Wilson, Executive Vice
President/Chief Operating Officer

Print Name: _____
Mailing Address: _____

Print Name: _____
Mailing Address: 300 W. Leonard St
Pensacola, FL 32501

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by physical presence this _____ day of _____, 2026, by Kimberly Wilson as Executive Vice President/COO of NWFL CLT, LLC, who is [X] personally known to me or [] has produced _____ as identification.

NOTARY PUBLIC

IN WITNESS WHEREOF, I have signed this Lease as of the Effective Date.

Signed, sealed and delivered
in the presence of:

Print Name: _____

Mailing Address: _____

Print Name: _____

Mailing Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by physical presence this 13th
day of _____, 2026, by _____, who is [] personally known to me or [] has
produced _____ as identification.

NOTARY PUBLIC

LIST OF EXHIBITS

Exhibit “A”	Legal Description
Exhibit “B”	Letters of Agreement
Exhibit “C”	Attorney’s Acknowledgement
Exhibit “D”	Declaration of Covenants, Conditions and Restrictions
Exhibit “E”	Right of First Refusal
Exhibit “F”	Permitted Mortgages
Exhibit “G”	Appraisal

EXHIBIT “A”
LEGAL DESCRIPTION OF LEASED LAND

[Insert legal description]

EXHIBIT "B"
LETTERS OF AGREEMENT

[ADD SIGNED LETTER – SAMPLE BELOW]

This Letter Agreement by and between Northwest Florida Community Land Trust, LLC, a Florida limited liability company, having its principal offices at 300 W. Leonard St, Pensacola, FL, 32501 (“Grantor”), and _____ (“Grantees”), residing at _____.

Witnesseth

That Grantor, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Grantees, does hereby grant and release unto Grantees, their heirs, or successors and assigns forever,

THE BUILDINGS AND OTHER IMPROVEMENTS ONLY, as presently erected on the Land described in Schedule “A” attached hereto and made a part hereof.

It is the intention of the parties that the real property underlying the buildings and other improvements conveyed herein remain vested in Grantor and that this warranty deed convey only such buildings and other improvements as are presently erected upon the subject Land.

In witness whereof, as authorized agent of Grantor, I hereunto set my hand this ____ day of _____, A.D. 202__.

**NORTHWEST FLORIDA
COMMUNITY LAND TRUST, LLC, By
Pensacola Habitat for Humanity, Inc., Its
Member
By:**

Kimberly Wilson, Executive VP/COO

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by physical presence this ____ day of _____, 202__, by Kimberly Wilson, Executive VP/COO, who is [X] personally known to me or [] has produced _____ as identification.

NOTARY PUBLIC

EXHIBIT “C”
LETTERS OF ATTORNEY’S ACKNOWLEDGMENT

[ADD SIGNED LETTER – SAMPLE BELOW]

Letter of Attorney’s Acknowledgment

*The undersigned has been independently employed by _____
(hereinafter “the Client”) who intends to purchase a house and other improvements (the “Home”)
on land to be leased from Community Land Trust. The house and land are located at
_____.*

*In connection with the contemplated purchase of the Home and the leasing of the land, I reviewed
with the Client the following documents:*

- a) this Letter of Attorney’s Acknowledgment and a Letter of Agreement from the Client;*
- b) a proposed Deed conveying the Home to the Client;*
- c) a proposed Ground Lease conveying the “Leased Land” to the Client;*
- d) other written materials provided by the CLT.*

*The Client has received full and complete information and advice regarding this conveyance
and the foregoing documents. In my review of these documents, my purpose has been to
reasonably inform the Client of the present and foreseeable risks and legal consequences of the
contemplated transaction.*

*The Client is entering the aforesaid transaction in reliance on his/her own judgment and upon
her investigation of the facts. The advice and information provided by me were an integral element
of such an investigation.*

*Name
Title
Date
Firm/Address*

EXHIBIT "D"
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF Escambia

This Declaration of Covenants, Conditions and Restrictions ("Declaration") is made **DATE**, by **BUYER** ("Owner"). (Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed the corresponding plural thereof and vice versa.)

WITNESSETH:

WHEREAS, contemporaneously with the execution of this Declaration, the Owner is acquiring title to the following described property (the "Property"):

[insert legal description]

from Northwest Florida Community Land Trust., a Florida not-for-profit corporation ("CLT");

WHEREAS, as a condition of the purchase, CLT requires the Owner to encumber the Property with the covenants, conditions, and restrictions set forth hereinbelow.

NOW THEREFORE, the Owner hereby establishes this Declaration of Covenants, Conditions and Restrictions which will run with the Property in accordance with the terms, provisions, and conditions set forth as follows:

1. Residential Use Only. The Property shall be occupied and used exclusively as a principal residence for one single family (defined as the members of the family listed with CLT, plus after-adopted or after-born children of those family members). No structure may be erected, placed, or permitted to remain on the Property other than one single-family dwelling, a garage, a swimming pool, or a detached structure. No detached structure may be constructed prior to the completion of the construction of the primary structure. No business or commercial building may be erected on the Property, and no business or commercial activity may be conducted on the Property.

2. Maintenance of Exteriors. The Owner shall at all times maintain the exterior of all structures on the Property, including all improvements, facilities, furnishings, and landscaping on the Property in an attractive and sightly manner. No waste, impairment, or deterioration of the Property shall be permitted.

3. No Fire Hazard. Nothing which would or could increase the risk of fire or

other hazard to the Property or any part thereof or to the areas surrounding the Property will be allowed.

4. Pets. No animals of any kind shall be kept, had or maintained on the Property except a total of no more than two (2) dogs, cats or other customary household pets, provided that they are duly licensed, if applicable; that they do not constitute any annoyance or nuisance; that they are well groomed and maintained in a sanitary condition; that they are not kept or bred for any commercial purposes; and that such pets are not permitted to be present beyond the boundaries of the Property without being leashed or caged. Rottweilers, pit bulls, chows, or breeds similar, and any other dangerous pets are not permitted at any time.

5. Compliance with Regulations. All present and future laws, ordinances, rules and regulations of any governmental authority affecting the Property or any part thereof shall be complied with.

6. No Offensive Activity. No unreasonable noises or odors shall be caused or permitted on the Property, and no nuisance, immoral or illegal activity, or anything that may be an annoyance or a noxious or offensive activity to surrounding property owners or their guests shall be caused or permitted on the Property.

7. No Convicted Residents. No resident of the Property shall be convicted of a felony or be identified by the Escambia County or Santa Rosa County Sheriff's Office or other State law enforcement agency as a gang member or gang affiliate.

8. Remodeling or Other Construction. No construction, improvements, remodeling, or modification on or to the Property, except interior alterations not affecting the external appearance of the Property or improvements thereon, is permitted without advance written approval of CLT. This specifically includes, but is not limited to, painting or other alteration of a home or any building situated on the Property (including doors, windows, and trim); replacement of roof or other parts of a building other than with duplicates of the original material; installation of antennas, satellite dishes or receivers, solar panels, or other devices; construction of fountains, swimming pools, whirlpools, or other pools; construction of privacy walls or other fences or gates; addition of awnings, flower boxes, shelves, statues, or other outdoor ornamentation; addition of window coverings, installation of a well; and any material alteration of landscaping. CLT, in making its decisions, may consider purely aesthetic matters that in its sole opinion will affect the desirability or suitability of the construction. If any construction or modification is undertaken that has not been approved, CLT may bring an action for specific performance, declaratory decree, or injunction, and will be entitled to recover all costs of such action including attorney fees at trial or on appeal. CLT may, in its sole and absolute discretion, waive in writing violations and/or grant deviations or variances. However, the waiver of a particular violation or violations will not be deemed a waiver to enforce these provisions as to future or continuing violations.

9. Exterior Color and Materials. The color and materials of all exterior surfaces

will be subject to the approval of CLT. CLT may promulgate a list of approved colors and materials for this purpose. This restriction includes window tints and films.

10. Air Conditioning Units. No window or through-the-wall air conditioning unit will be permitted on the home situated on the Property.

11. Antennae, Aerials, and Satellite Dishes. No antennae or aerials may be placed on the Property or affixed to the exterior of any building, and no antennae or aerials placed or affixed within a building may extend or protrude beyond the exterior of such building or in any way be visible from outside the building. Under no circumstances shall any satellite dish exceed 39 inches in diameter. Satellite dishes may only be affixed to the rear of a home and must not be visible from the street in front of the building.

12. Clothes Drying Area. No clotheslines or other facilities or apparatus for the drying of clothes outside of a dwelling shall be constructed or maintained on the Property if viewable from the front of the home.

13. Signs. No sign of any kind shall be displayed to general view on the Property (whether freestanding, attached to a Building, or displayed in a window) except one "For Sale" sign not more than two square feet (as measured on each side of the sign) may be displayed on Property by the Owner or the agent for the Owner.

14. Fences. No fences may be erected on the Property without prior written approval of CLT. All fences, hedges, walls, or the like constructed upon the Property shall comply with all applicable governmental regulations. No fence, hedge, wall, or the like shall be constructed closer to the street than the front of the structure constituting the front of the home situated on the Property.

15. Completion of Construction and Repairs. Any repair or remodeling to the home built on the Property must be diligently and continuously pursued once begun, and promptly completed, shall be sightly and of good workmanship. Other than original new home construction, all construction of improvements on the Property and the construction, repair, or remodeling of any improvement must be completed within four (4) months after commencement. All waste shall be contained during construction, and any debris that becomes scattered shall be picked up and disposed of immediately by the person or company performing the construction.

16. Lot Drainage. No elevation or topography changes shall be permitted on the Property that materially affect the surface grade or drainage on any adjoining property.

17. Litter, Trash, Garbage. No garbage, trash, refuse, or rubbish may be deposited, dumped, or kept on the Property except in closed sanitary containers appropriately screened from view. Trash containers must be placed at the front of the Property on the day designated for pickup, but only if promptly returned to the proper storage area as soon as possible.

18. Parking of Wheeled Vehicles, Boats and Water Vessels. Boats, water vessels,

and trailers must be kept at all times parked in the rear yard behind a fence not readily visible from the street and are not permitted to be parked elsewhere on the Property. Private cars or private trucks owned by an Owner or an Owner's guest may only be parked in the Owner's driveway. Commercial vehicles may be parked in a street or driveway when necessary for providing services to an Owner, or for pickup and delivery service, but only while undertaking this activity and never overnight. Recreational vehicles, travel trailers, trailers, and campers may not be parked in the driveway on the Property or the street adjacent to the Property. No Vehicles may be repaired or maintained on or adjacent to the Property.

19. Permanent Outside Storage Building. No outside storage building of any nature whatsoever will be permitted on the Property unless approved by CLT. The total area of the building shall not exceed 170 square feet and shall be located no closer than 5 feet from the side and rear property lines of the Property. No building or design shall violate the applicable governmental regulations.

20. Further Subdivision Property. The Property shall not be resubdivided except that the Owner shall have the right to modify boundary lines in the event of a dispute regarding the location of such boundary lines.

21. Waiver of or Release from Violations. CLT may, in its absolute discretion, waive or release the Property or the Owner from any requirements and/or violations of this Declaration.

22. Enforcement. The covenants and restrictions contained in this Declaration may be enforced by CLT and/or its successors or assigns, in any judicial proceeding seeking any remedy recognizable at law or inequity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any covenant or restriction contained herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels.

23. Assignment. CLT shall have the right, from time to time, to assign any of its rights or obligations pursuant hereto in part or whole.

24. Notices. Notices shall be given as to Owner by posting at the Owner's dwelling on the Property or mailing first class postage prepaid to the Owner's address as maintained by CLT. It shall be the Owner's sole responsibility to notify CLT in writing of any change of mailing address.

25. Captions and Statement of Purpose. Captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only, and in no way shall such captions or headings define, limit, or in any way affect any of the terms or provisions of this Declaration. The Statement of Purpose is a summary of general information only and in no way shall such statement define, limit, or in any way affect any of the terms or provisions

of this Declaration.

26. Gender and Plural Terms. Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed the corresponding plural form thereof and vice versa.

27. Severability; Amendments to Laws. If any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, that judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants, restrictions, terms, or conditions of this Declaration, or a reduction in the term of the same by reason of the legal rule against perpetuities, shall in no way affect any other provision, which shall remain in full force and effect for such period of time as may be permitted by law. Any amendment to applicable law that has the effect of reducing the rights of the Owner or increasing the liabilities of or duties imposed on the Owner will not be incorporated into this Declaration by reference. All other references to applicable laws and regulations will incorporate amendments to those laws and regulations.

28. Duration and Renewal. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, and liens contained herein shall run with and bind all of the Lots and inure to the benefit of CLT and its successors and assigns, for a term of 90 years from the date hereof. Notwithstanding the foregoing, CLT shall, at any time, have the right to waive, release, cancel, or extinguish any of the covenants or restrictions contained herein.

29. Venue. This Declaration shall be governed by and enforced and construed under the laws of the State of Florida, without regard to its conflicts of laws provisions. Venue in any proceeding involving this Declaration will be in the county in which the property is situated.

DISCLAIMER OF REPRESENTATIONS OR WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY CLT IN CONNECTION WITH THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IF ANY SUCH WARRANTY CANNOT BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

(end of text – signature page(s) to follow)

Dated this ____ day of _____, 2026.

IN WITNESS WHEREOF, the parties have caused this Declaration to be executed as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

Print Name: _____
Mailing Address: _____

Print Name: _____
Mailing Address: 300 W. Leonard St
Pensacola, FL,32501

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by physical presence this _____ day of _____, 2026, by _____, who is [] personally known to me or [] has produced _____ as identification.

NOTARY PUBLIC

EXHIBIT “E”
PERMITTED MORTGAGES

The rights and provisions set forth in this Exhibit shall be understood to be provisions of Section 8.2 of the Lease. All terminology used in this Exhibit shall have the meaning assigned to it in the Lease.

A. OBLIGATIONS OF PERMITTED MORTGAGEE. Any Permitted Mortgagee shall be bound by each of the following requirements unless the particular requirement is removed, contradicted, or modified by a rider to this Lease signed by the Homeowner and CLT to modify the terms of the Lease during the term of the Permitted Mortgage.

1. If Permitted Mortgagee sends a notice of default to the Homeowner because the Homeowner has failed to comply with the terms of the Permitted Mortgage, the Permitted Mortgagee shall, at the same time, send a copy of that notice to CLT. Upon receiving a copy of the notice of default and within that period of time in which the Homeowner has a right to cure such default (the “cure period”), CLT shall have the right to cure the default on the Homeowner’s behalf, provided that all current payments due the Permitted Mortgagee since the notice of default was given are made to the Permitted Mortgagee.

2. If, after the cure period has expired, the Permitted Mortgagee intends to accelerate the note secured by the Permitted Mortgage or begin foreclosure proceedings under the Permitted Mortgage, the Permitted Mortgagee shall first notify CLT of its intention to do so, and CLT shall then have the right, upon notifying the Permitted Mortgagee within thirty (30) days of receipt of such notice, to acquire the Permitted Mortgage by paying off the debt secured by the Permitted Mortgage.

3. If the Permitted Mortgagee acquires title to the Home through foreclosure or acceptance of a deed in lieu of foreclosure, the Permitted Mortgagee shall give CLT written notice of such acquisition and CLT shall then have an option to purchase the Home from the Permitted Mortgagee for the full amount owing to the Permitted Mortgagee under the Permitted Mortgage. To exercise this option to purchase, CLT must give written notice to the Permitted Mortgagee of CLT’s intent to purchase the Home within thirty (30) days following CLT’s receipt of the Permitted Mortgagee’s notice. CLT must then complete the purchase of the Home within sixty (60) days of having given written notice of its intent to purchase. If CLT does not complete the purchase within this 60-day period, the Permitted Mortgagee shall be free to sell the Home to another person.

4. Nothing in the Permitted Mortgage or related documents shall be construed as giving Permitted Mortgagee a claim on CLT’s interest in the Leased Land, or as assigning any form of liability to CLT with regard to the Leased Land, the Home, or the Permitted Mortgage.

5. Nothing in the Permitted Mortgage or related documents shall be construed as rendering CLT or any subsequent Mortgagee of CLT’s interest in this Lease, or their respective heirs, executors, successors, or assigns, personally liable for the payment of the debt secured by the Permitted Mortgage or any part thereof.

6. The Permitted Mortgagee shall not look to CLT or CLT's interest in the Leased Land, but will look solely to the Homeowner, the Homeowner's interest in the Leased Land, and the Home for the payment of the debt secured thereby or any part thereof. (It is the intention of the parties hereto that CLT's consent to such the Permitted Mortgage shall be without any liability on the part of CLT for any deficiency judgment.)

7. In the event any part of the Security is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the Permitted Mortgagee in accordance with the provisions of Article 9 hereof.

8. CLT shall not be obligated to execute an assignment of the Lease Fee or other rent payable by the Homeowner under the terms of this Lease.

B. RIGHTS OF PERMITTED MORTGAGEE. The rights of a Permitted Mortgagee as referenced under Section 8.6 of the Lease to which this Exhibit is attached shall be as set forth below:

1. Any Permitted Mortgagee shall, without further consent by CLT, have the right to (a) cure any default under this Lease, and perform any obligation required under this Lease, such cure or performance being effective as if it had been performed by the Homeowner; (b) acquire and convey, assign, transfer and exercise any right, remedy or privilege granted to the Homeowner by this Lease or otherwise by law, subject to the provisions, if any, in the Permitted Mortgage, which may limit any exercise of any such right, remedy or privilege; and (c) rely upon and enforce any provisions of the Lease to the extent that such provisions are for the benefit of a Permitted Mortgagee.

2. A Permitted Mortgagee shall not be required, as a condition to the exercise of its rights under the Lease, to assume personal liability for the payment and performance of the obligations of the Homeowner under the Lease. Any such payment or performance or other act by Permitted Mortgagee under the Lease shall not be construed as an agreement by Permitted Mortgagee to assume such personal liability except to the extent Permitted Mortgagee actually takes possession of the Home and Leased Land. In the event Permitted Mortgagee does take possession of the Home and Leased Land and thereupon transfers such property, any such transferee shall be required to enter into a written agreement assuming such personal liability, and upon any such assumption, the Permitted Mortgagee shall automatically be released from personal liability under the Lease.

3. In the event that title to the estates of both CLT and the Homeowner are acquired at any time by the same person or persons, no merger of these estates shall occur without the prior written declaration of merger by Permitted Mortgagee, so long as Permitted Mortgagee owns any interest in the Security or in a Permitted Mortgage.

4. If the Lease is terminated for any reason, or in the event of the rejection or disaffirmance of the Lease pursuant to bankruptcy law or other law affecting creditors' rights, CLT

shall enter into a new lease for the Leased Land with the Permitted Mortgagee (or with any party designated by the Permitted Mortgagee, subject to CLT's approval, which approval shall not be unreasonably withheld), not more than thirty (30) days after the request of the Permitted Mortgagee. Such lease shall be for the remainder of the term of the Lease, effective as of the date of such termination, rejection, or disaffirmance, and upon all the terms and provisions contained in the Lease. However, the Permitted Mortgagee shall make a written request to CLT for such new lease within sixty (60) days after the effective date of such termination, rejection, or disaffirmance, as the case may be. Such written request shall be accompanied by a copy of such new lease, duly executed and acknowledged by the Permitted Mortgagee or the party designated by the Permitted Mortgagee to be the Homeowner thereunder. Any new lease made pursuant to this Section shall have the same priority with respect to other interests in the Land as the Lease. The provisions of this Section shall survive the termination, rejection, or disaffirmance of the Lease and shall continue in full effect thereafter to the same extent as if this Section were independent and an independent contract made by CLT, the Homeowner, and the Permitted Mortgagee.

5. CLT shall have no right to terminate the Lease during such time as the Permitted Mortgagee has commenced foreclosure in accordance with the provisions of the Lease and is diligently pursuing the same.

6. In the event that CLT sends a notice of default under the Lease to the Homeowner, CLT shall also send a notice of the Homeowner's default to the Permitted Mortgagee. Such notice shall be given in the manner set forth in Section 13.2 of the Lease to the Permitted Mortgagee at the address which has been given by the Permitted Mortgagee to CLT by a written notice to CLT sent in the manner set forth in said Section 13.2 of the Lease.

7. In the event of foreclosure sale by a Permitted Mortgagee or the delivery of a deed to a Permitted Mortgagee in lieu of foreclosure in accordance with the provisions of the Lease, at the election of the Permitted Mortgagee the provisions of Article 10, Sections 10.1 through 10.11, shall be deleted and thereupon shall be of no further force or effect as to only so much of the Security so foreclosed upon or transferred.

8. Before becoming effective, any amendments to this Lease must be approved in writing by the Permitted Mortgagee, which approval shall not be unreasonably withheld. If the Permitted Mortgagee has neither approved nor rejected a proposed amendment within 60 days of its submission to the Permitted Mortgagee, then the proposed amendment shall be deemed to be approved.

C. STANDARD PERMITTED MORTGAGE AGREEMENT. A Standard Permitted Mortgage Agreement, as identified in Section 8.4, shall be written as follows, and shall be signed by the Mortgagee and the Homeowner.

This Agreement is made by and among: NWFL Community Land Trust, LLC (Mortgagee) and _____ (“The Homeowner”),

Whereas:

a) NWFL CLT (the “CLT”) and the Homeowner have entered, or are entering, into a ground lease (“the Lease”), conveying to the Homeowner a leasehold interest in the Land located at _____ (“the Leased Land”); and the Homeowner has purchased, or is purchasing, the Home located on the Leased Land (“the Home”).

b) The Mortgagee has been asked to provide certain financing to the Homeowner, and is being granted concurrently herewith a mortgage and security interest (the “Mortgage”) in the Leased Land and Home, all as more particularly set forth in the Mortgage, attached hereto as Schedule A.

c) The Ground Lease states that the Homeowner may mortgage the Leased Land only with the written consent of CLT. The Ground Lease further provides that CLT is required to give such consent only if the Mortgagee signs this Standard Permitted Mortgage Agreement and thereby agrees to certain conditions that are stipulated herein (“the Stipulated Conditions”).

Now, therefore, the Homeowner/Mortgagor and the Mortgagee hereby agree that the terms and conditions of the Mortgage shall include the Stipulated Conditions stated below.

Stipulated Conditions:

1) If Mortgagee sends a notice of default to the Homeowner because the Homeowner has failed to comply with the terms of the Mortgage, the Mortgagee shall, at the same time, send a copy of that notice to CLT. Upon receiving a copy of the notice of default and within that period of time in which the Homeowner has a right to cure such default (the “cure period”), CLT shall have the right to cure the default on the Homeowner’s behalf, provided that all current payments due the Permitted Mortgagee since the notice of default was given are made to the Mortgagee.

2) If, after such cure period, the Mortgagee intends to accelerate the note secured by the Mortgage or initiate foreclosure proceedings under the Mortgage, in accordance with the provisions of the Lease, the Mortgagee shall first notify CLT of its intention to do so and CLT shall have the right, but not the obligation, upon notifying the Mortgagee within thirty (30) days of receipt of said notice, to purchase the Mortgagee loans and to take assignment of the Mortgage.

3) If the Mortgagee acquires title to the Home and the Homeowner’s interest in the Leased Land through foreclosure or acceptance of a deed in lieu of foreclosure, the Mortgagee shall give CLT written notice of such acquisition and CLT shall have an option to purchase the Home and the Homeowner’s interest in Leased Land from the Mortgagee for the full amount owing

to the Mortgagee; provided, however, that CLT notifies the Mortgagee in writing of CLT's intent to make such purchase within thirty (30) days following CLT's receipt of the Mortgagee's notice of such acquisition of the Home and the Homeowner's interest in the Leased Land; further provided that CLT shall complete such purchase within sixty (60) days of having given written notice of its intent to purchase; and provided that, if CLT does not complete the purchase within such period, the Mortgagee shall be free to sell the Home and the Homeowner's interest in the Leased Land to another person;

4) Nothing in the Mortgage or related documents shall be construed as giving the Mortgagee a claim on CLT's interest in the Leased Land, or as assigning any form of liability to CLT with regard to the Leased Land, the Home, or the Mortgage.

5) Nothing in the Mortgage shall be construed as rendering CLT or any subsequent holder of CLT's interest in and to the Lease, or their respective heirs, executors, successors, or assigns, personally liable for the payment of the debt evidenced by such note and such Mortgage or any part thereof.

6) The Mortgagee shall not look to CLT or CLT's interest in the Leased Land but will look solely to the Homeowner and the Homeowner's interest in the Leased Land and the Home for the payment of the debt secured by the Mortgage. (It is the intention of the parties hereto that CLT's consent to the Mortgage shall be without any liability on the part of CLT for any deficiency judgment.)

7) In the event that any part of the Leased Land is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the Mortgagee in accordance with the provisions of Article 9 of the Lease.

8) Nothing in the Mortgage shall obligate CLT to execute an assignment of the Lease Fee or other rent payable by the Homeowner under the terms of this Lease.

**NORTHWEST FLORIDA COMMUNITY
LAND TRUST, LLC, By Pensacola Habitat
for Humanity, Inc., Its Member**
By:

Kimberly Wilson, Executive VP/COO

EXHIBIT "F"
RIGHT OF FIRST REFUSAL

Whenever any party under the Lease shall have a right of first refusal as to certain property, the following procedures shall apply. If the owner of the property offering it for sale ("Offering Party") shall within the term of the Lease receive a bona fide third party offer to purchase the property which such Offering Party is willing to accept, the holder of the right of first refusal (the "Holder") shall have the following rights:

a) Offering Party shall give written notice of such offer ("the Notice of Offer") to Holder setting forth (a) the name and address of the prospective purchaser of the property, (b) the purchase price offered by the prospective purchaser and (c) all other terms and conditions of the sale. Holder shall have a period of forty-five (45) days after the receipt of the Notice of Offer ("the Election Period") within which to exercise the right of first refusal by giving notice of intent to purchase the property ("the Notice of Intent to Purchase") for the same price and on the same terms and conditions set forth in the Notice of Offer. Such Notice of Intent to Purchase shall be given in writing to the Offering Party within the Election Period.

b) If Holder exercises the right to purchase the property, such purchase shall be completed within sixty (60) days after the Notice of Intent to Purchase is given by Holder (or if the Notice of Offer shall specify a later date for closing, such date) by performance of the terms and conditions of the Notice of Offer, including payment of the purchase price provided therein.

c) Should Holder fail to exercise the right of first refusal within the Election Period, then the Offering Party shall have the right (subject to any other applicable restrictions in the Lease) to go forward with the sale which the Offering Party desires to accept, and to sell the property within one (1) year following the expiration of the Election Period on terms and conditions which are not materially more favorable to the purchaser than those set forth in the Notice. If the sale is not consummated within such one-year period, the Offering Party's right so to sell shall end, and all of the foregoing provisions of this Section shall be applied again to any future offer, all as aforesaid. If a sale is consummated within such one-year period, the purchaser shall purchase subject to the Holder having a renewed right of first refusal in said property

EXHIBIT “G”
INITIAL APPRAISAL

NOTICE OF INTENT TO DISPOSE PROPOSAL REQUIREMENTS AND NEGOTIATION CRITERIA

The City is seeking the following from **community land trusts (CLTs)** associated with the property located at 925 E Jackson Street, Pensacola Florida (also referred to as the Project).

Interested parties who wish to be considered for this opportunity must submit a narrative proposal to the City no later than July 3, 2024, at 5:00 PM local time. The narrative proposal shall provide a brief overview of the proposed development program and the development team composition and qualifications as it relates to the City's vision for the project, as outlined below:

The City of Pensacola is seeking proposals from CLTs skilled in developing attainable and/or workforce owner-occupied housing.

Proposals must produce long term attainable workforce housing for a minimum of 99-years. Uses and site design should balance the need to address the affordability crisis while respecting the existing scale of the surrounding development. The project must exhibit quality design that preserves, reflects and/or pays tribute to the historic vernacular and urban form of the East Hill neighborhood.

The City is seeking a for-sale housing development which adheres to a long-term equity sharing model offering a 99-year lease with a 99-year renewal option to income-qualifying homebuyers. At least 51% of dwelling units should be affordable to individuals with a median household income of 80% Area Median Income (AMI) or less. Target AMI range is 80%-120% AMI.

Additional project preferences include:

- Preference for those with residential ties to the local area.
- Publicly accessible recreational amenities.
- Features which provide accessibility and encourage aging in place.
- Strategic and thoughtful application of parking management that respects the surrounding residential area.
- Elements of public art.
- Inclusion of Minority and Women- owned Business Enterprises (MWBE) vendors.

DESIGN FEATURES

Site design must be cohesive, have good connectivity, ease of access, and incorporate, as applicable, the Urban Core Community Redevelopment plan objectives.

A preliminary review of existing site conditions and the urban form of the surrounding community was performed to evaluate possibilities for redevelopment of the Property. This review included an informal building massing and building height study and production of potential design option for a two-family townhome unit development which is attached in **Appendix A**. Preferred heights and massing preferences are described below.

The potential design option accounts for potential stormwater retention. Although substantial impervious area exists on site, it is anticipated that stormwater retention may be required with redevelopment. Since

the site elevation decreases from 60.3' at the North-East corner to 51.4' in the South-West corner, stormwater retention was placed in the southwest corner of the site.

Additionally, an unofficial front yard averaging survey of the surrounding neighborhood was conducted to provide context for a development designed under the "Special Planned Development" option. These setbacks are Front Yard (FY) = 13.5'; Secondary Side Yard (SSY)=6.775'. Additionally, the concept could further be modified by applying certain setbacks for single-family development within R-1A: Rear Yard (RY)= 25'; Side Yard (SY)= 5'.

The City is in the process of producing affordable townhome plans that could be retrofitted for this site. A copy of the draft floor plans and elevations are attached in **Appendix B**.

Design preferences include:

- Site Design
 - Front yard setbacks that adhere to the average front yard setback in the surrounding neighborhood. If a Special Planned Development is utilized, then front yard setbacks must be inspired by the front yard averaging conducted by the city to allow the development to be integrated into the surrounding neighborhood.
 - Site design that respects the existing residential urban pattern.
 - Site design that includes a public green space amenity.
 - Site design that supports a multimodal network with uninterrupted sidewalk connectivity.
 - Vehicular access off 10th Avenue and/or La Rua Street.
- Building Massing:
 - Thoughtful variations in *exterior* elevation designs that incorporate creative uses of materials and glazing orientations for single-family and/or townhome units.
 - Secondary façade elevations that are considerate of the existing residential architectural context on N 10th Avenue and E. La Rua Street.
 - Building footprints that are scalable to the existing architectural context.
 - Building heights that are scalable to the existing architectural context. Preference will be given to designs that incorporate a maximum building height of 2-3 stories along the Jackson Street frontage and a maximum building height of 2 stories along the 10th Avenue and La Rua Street frontages.
- Unit Features:
 - Variations in floor plans
 - Impact glass windows
 - Appliance package
 - Tile or vinyl plank flooring (or comparable material) in at least the kitchen and bathrooms
 - Recessed lighting in all common areas

A site survey is attached in **Appendix C**.

The City may consider any qualified party making a proposal by **July 3, 2024, at 5:00 PM** local time for further negotiation. Parties invited for further negotiation shall be diligent in providing all final detail described herein.

Questions, proposals and all submitted materials shall be addressed and submitted in writing to: reddevelopment@cityofpensacola.com.

Please note, the City shall have the authority to take any action determined by the City to be in its best interest or to take no action. Receipt and acknowledgement of any proposals or further detail required for negotiation does not imply or provide the interested party with any right or interest in the property.

Development Entity

Objective: The City is looking for a qualified CLT to undertake the planning, permitting/entitlement, and development of affordable, workforce and/or attainable for-sale housing on the Property. Conveyance of the property may be by long-term ground lease or by sale (subject to further negotiation).

Requirements:

- A detailed summary of the developer's experience in the acquisition and development of new affordable, workforce and/or attainable housing projects similar to the vision for the property, as described above.
- A brief description of up to 3 most comparable projects that the developer has successfully developed. Provide the name, address, photographs, references. Also include the timing of development from the submittal of design/plans to governing agency through receipt of Certificate of Occupancy (CO).
- Identify the CLT's designer/architect, engineer, contractor and/or other independent professionals for the project (as applicable) and confirm the commitment of proposed team members in the form of a letter signed by an authorized executive of each respective company.
- Provide up to 3 comparable projects undertaken by each professional listed. Note for which projects the professional consultants and contractors provided the services on behalf of the developer.
- Brief bios of key team members shall also be submitted along with the information above.

Development Program and Intent

Objective: The City is seeking to understand the CLT's proposed affordable, workforce and/or attainable housing development concept including new housing structures, and any ancillary amenities.

Requirements:

- A narrative and graphic summary of the development intent for the Property to include conceptual plans, elevations, renderings, etc. Anticipated housing units shall include unit type (mix), unit square footage, households to be served by income cohort (% of AMI), and estimated parking counts. CLT's should include as part of their team *experienced* home designers and/or architects to

ensure that proposed site plans and architectural designs integrate with the existing East Hill neighborhood context.

- Narrative and/or graphic illustration of site amenities. The plans should also include proposed improvements to mobility and activating street-fronts through building orientation fronting the primary street (Jackson Street) and massing preferences described above, community and/or park space, pedestrian forecourt, patio spaces, common areas, patio spaces and/or other similar elements, locations for proposed on-site and off-site parking, as well as, ways in which the development implements the City's goals of preserving the urban and traditional neighborhood context.

Marketing Experience, Approach, Management and Stewardship for Project

Objective: The City is looking for CLT and/or management/leasing team members who have broad experience marketing and managing projects of a similar scale and profile.

Requirements:

- A narrative summary of the marketing and management approach and brief bios of the key team members who will oversee the marketing and management effort.
- CLTs/development team must demonstrate significant experience in the marketing, management, and stewardship of affordable, workforce and/or attainable housing development of comparable profile. The City desires to understand the underlying marketing approach, vision, and management and stewardship approach that the CLT views for this site.

Project Timing

Objective: The City desires that the Property be developed as soon as possible, consistent with requirements for entitlements, work necessary to create a satisfactory market setting, the conveyance schedule, etc.

Requirements:

- A proposed Project Schedule that outlines timing finalize conveyance, entitlement acquisitions, obtaining regulatory approvals (e.g. site planning, permitting, etc.) and construction, at a minimum. The project schedule shall identify any proposed sequence of phasing.

Financial Requirements

Objective: The City is seeking a CLT/development team with a financial history and capacity to carry out the project consistent with the project schedule.

Requirements:

- The CLT/development team must provide sufficient evidence that it has, or can secure within a reasonable amount of time, the necessary financial resources to complete the proposed project in a timely fashion and provide long term financial support to the project after built.

Financial Proforma/Construction Budget

Objective: The City is interested in obtaining the optimal development for the Property. The City is seeking to maximize the return on its investment in the Property.

The CLT/development team must provide a proforma analysis/construction budget from the period of site control. The proforma analysis/construction budget shall include construction/permanent financing assumptions, as well as the CLT/development team's proposed equity contribution. The proforma/construction budget should include any proposed funding from County, State, Federal and/or other entities and agencies which are requested or anticipated to support the proposed development.

EVALUATION CRITERIA AND PROCESS

A. Evaluation Criteria

For qualified parties invited for further negotiation, the City will evaluate the merits of each proposed development program and its respective development team relative to each other, as well as, relative to alternate means of fulfilling its objectives for the Property.

A technical review will be performed and submittals evaluated using the following criteria. The review will be referred to City administration for further consideration. The City administration will recommend a development partner to the City Council for final approval. As noted below, adequate experience and capability, which shall be determined at the sole discretion of the City, to successfully undertake the proposed project is a minimum standard which shall be met before any other criterion is considered:

- **Capability of the Proposer and CLT/Development Team and Readiness to Proceed.** Primary focus shall be on the experience, qualifications, and financial capability of the proposer (and financial partner, if any is identified and to the extent firmly committed) considering: track record of securing financing for (or itself financing) and developing projects of comparable nature and comparable or greater scale and of high quality in terms of their use and design; evidence of management and operating experience of affordable housing and/or mixed income properties; evidence of financing relationships and interest in the proposed project; other information indicating the proposer's financial capacity which it chooses to provide at this stage; reputation in the industry for competence and integrity; and successful public-private development experience, if any. The capability and track record for high quality design of the architect/design team will also be considered. Note that a proposer whose qualifications and financial capacity are not considered adequate to successfully undertake the project will not be considered regardless of its merits on other criteria. Assuming adequacy of qualifications, relative qualifications and capacity will be considered a comparative criterion weighed along with the other criterion.

- **Extent to which the Proposed Development Concept Meets the City's Goals.** This would include the proposed project's ability to: 1.) provide the desired percentage of affordable housing units for households of varying income levels as described in the description of the City's vision above; establish design criteria that is compatible with existing East Hill neighborhood uses; and 2.) be feasible and delivered in a timely manner, considering likelihood and timing of securing approvals and being financially feasible.
- **Experience Leasing, Managing, Providing Stewardship and Operating Uses Similar to Those Proposed.** This demonstrates the Proposer's ability to lease, manage and operate affordable and/or mixed income properties comparable to the proposed development, including: marketing strategies; residential property leasing, maintenance, management and stewardship experience, as applicable.

Appendix A – Height and Massing Study

Appendix B – Sample CRA Townhome Plans

Appendix C – Site Survey

Addendum Date: June 21, 2024

CITY OF PENSACOLA, FL
ADDENDUM #1

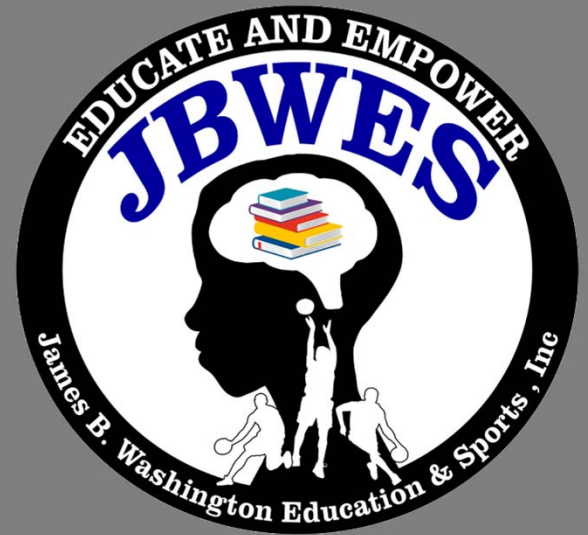
NOTICE OF INTENT TO DISPOSE PROPOSAL REQUIREMENTS AND NEGOTIATION CRITERIA
FOR REDEVELOPMENT OF 925 E JACKSON STREET

The following is issued in clarification of the documents for the item named above. All other terms and conditions remain the same.

1. **Question:** Does the following section contained in the Notice of Intent to Dispose Proposal Requirements for this project require units to be built below 80% AMI?

At least 51% of dwelling units should be affordable to individuals with a median household income of 80% Area Median Income (AMI) or less. Target AMI range is 80%-120% AMI.

Answer: No. The City is seeking a mixed income housing project with units ranging from 80% to 120% AMI. Ideally, the project will contain at least 51% of the units at 80% AMI. This is considered the ideal range, however, respondents may submit proposals containing AMI unit mixes both below and above the target range at their discretion. Subsidy requirements will be a consideration for further negotiation should AMI unit mixes be proposed below 80% AMI or above 120% AMI.



925 E Jackson Street - Narrative Proposal

July 3, 2024

James B. Washington, Executive
Director
P 850-291-9264
info@jbweducationandsports.org
www.jbweducationandsports.org

2 – Table of Contents

- 3 Credentials
- 4 Project Preferences
- 5 Project Proposal
- 6 Timeline for Closing
- 7 Development Schedule
- 8 Site Plan

3 - Credentials

James B. Washington is the Director of James B. Washington Education & Sports, Inc. The Board Members of the organization include Ronald Gibson, Wetless Campell, Calvin Avant and Timothy Grier.

James B. Washington Education & Sports, Inc. is a Florida 501(c)(3) Not for Profit formed in 2018. The mission of James B. Washington Education and Sports is to serve underprivileged youth through education, sports, and activities to improve and enhance our community. We incentivize youth with a unique model that rewards responsibility and success in the classroom. Children are given the opportunity to play on basketball teams, participate in our art program, take field trips, and learn life skills through achievement and accomplishment.

4 – Project preferences

- 1.) **Preference for those with residential ties to the local area.** James B. Washington has spent most of his adult life as both a teacher and a coach. His mission is to improve children's lives in the Pensacola community where he was born and raised, especially the underserved and at-risk.
- 2.) **Publicly accessible recreational amenities.** In addition to the youth programs offered by James B. Washington Education & Sports, Inc. it is our intent to allow use of the facility by City of Pensacola Parks and Recreation, at cost, to allow for public accessibility.
- 3.) **Features which provide accessibility and encourage aging in place.** This new building will provide full handicapped accessibility.
- 4.) **Strategic and thoughtful application of parking management that respects the surrounding residential area.** The building will provide the same number of on-site parking spaces that were available to the Malcolm Yonge Center.
- 5.) **Elements of public art.** Elements of public art will be incorporated into the design of the building and site.
- 6.) **Inclusion of Minority and Women-owned Business Enterprises (MWBE) vendors.** James B. Washington Education and Sports, Inc. is a minority-owned, Florida 501(c)(3) Not for Profit Organization. The inclusion of MWBE vendors will be encouraged in the design and construction of the new building on the site.

5 – Project Proposal

James B. Washington Education & Sports, Inc. offers to purchase the property at 925 E. Jackson Street and rebuild a gym of approximately the same size (approximately 10,169 square feet) as the Malcolm Yonge Center. The price offered to the City of Pensacola for the site is \$1 and James B. Washington Education and Sports, Inc. will obtain a construction loan and invest approximately \$2,000,000 in the construction of a new building that will include a gym and classrooms. We are willing to allow use of the facility by City of Pensacola Parks and Recreation, at cost, to allow for public accessibility for recreational uses and training programs. James B. Washington Education & Sports, Inc. currently receives funding from the Escambia Children's Trust, as well as through private donations and corporate sponsorships, and financing of the gym construction would be contingent upon a commitment from the Escambia Children's Trust, or another source, to provide the additional funds necessary to cover the debt service on the building.

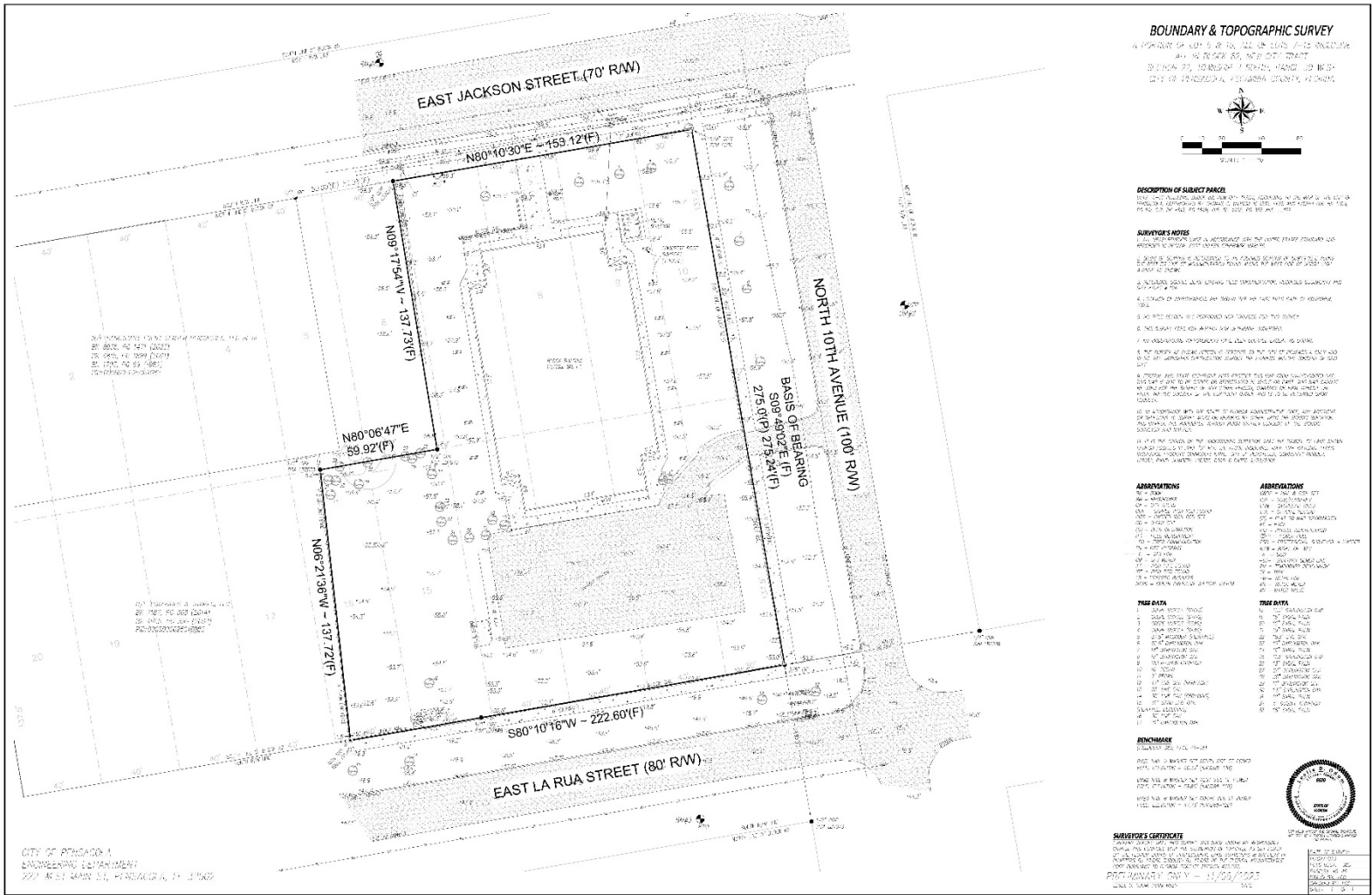
6 – Timeline for Closing

James B. Washington Education and Sports, Inc. will need 180 days to have architectural and engineering plans prepared and permitted, and another 90 days to obtain bids, select the General Contractor and obtain formal approval of the construction loan. The purchase of the property would close simultaneously with the construction loan, so construction of the building would commence immediately after closing.

7 – Development Schedule

We anticipate completion of the building and receipt of a Certificate of Occupancy within 18 months after closing.

8 – Site Plan



Northwest Florida Community Land Trust's Proposal in Response to City of Pensacola, 925 E Jackson Street

Established in 2023, the Northwest Florida Community Land Trust (NFCLT) is a shared equity homeownership model designed to make homeownership attainable for low-moderate income households, specifically between 30-120% Area Median Income (AMI). The NFCLT focuses on neighborhood stability, housing equity, and community strength by fostering a healthy mix of housing types, sizes, and prices, based on local community needs.

The NFCLT can build homes in partnership with Pensacola Habitat for Humanity (PHFH) and/or solicit bids from trusted partner builders.

Interested homebuyer applicants will apply through PHFH application process and PHFH/NFCLT Staff will coordinate the homebuyers' completion of all programmatic requirements, to include sweat equity hours, educational workshops, and working with a HUD Certified Housing Counselor.

Development Entity

While the NFCLT has not developed units, PHFH has built or managed partner builders on more than 1,600 single-family homes over our 40 plus year history of homebuilding in Escambia and Santa Rosa Counties.

Leonard/Fisher Neighborhood Project

In addition to the 49 homes built and sold in FY24, PHFH built, and sold, 6 single family homes as a neighborhood project (pictured below) at Leonard/Fisher Street. Two of the homes were sold to buyers at or below 80% AMI, and the remaining four homes sold to buyers between 81%-120% AMI. Two of the homes were built by Pensacola Habitat for Humanity and the remaining 4 were contracted and built by Bennat Construction, of Pensacola, FL.





Northwest Florida Community Housing Development Corporation Past Project

PHFH in partnership with Escambia County, and Northwest Florida Community Housing Development Organization (CHDO) built 4 affordable single-family homes in the City of Pensacola Design overlay district in 2024. The project was funded with HOME funding. The homes are just completed and will be marketed for families at or below 80% AMI. The homes were contracted and built by Bennat Construction of Pensacola, FL

1021 N G St

Copyright 2020 Bennat Inc.
3/17/2022 9:06:34 AM

Lot ____ Block ____



HABITAT
1379

Bennat Inc.

6582 Alvarado Road
Pensacola Florida 32504
Ph: 850.332-1287 Fax: 850.484-4509

GENERAL NOTES

1. All work performed by the general contractor shall comply with codes, ordinances and regulations along with all other authorities having jurisdiction. The general contractor is responsible for review of these requirements and governing regulations.
2. The general contractor shall be responsible for review and coordination with these documents. Upon review, the general contractor shall document and notify the owner of any errors, omissions, discrepancies and/or inconsistencies prior to the start of any portion of the proposed work. The owner shall review the general contractor's response in writing.
3. The general contractor shall be responsible for the coordination of any errors, omissions, discrepancies and/or inconsistencies which have not been brought to the owner's attention.
4. The general contractor shall be responsible for the coordination of any errors, omissions, discrepancies and/or inconsistencies which have not been brought to the owner's attention.
5. The general contractor shall be responsible for the coordination of any errors, omissions, discrepancies and/or inconsistencies which have not been brought to the owner's attention.
6. The general contractor shall be responsible for the coordination of any errors, omissions, discrepancies and/or inconsistencies which have not been brought to the owner's attention.
7. The general contractor shall be responsible for the coordination of any errors, omissions, discrepancies and/or inconsistencies which have not been brought to the owner's attention.
8. The general contractor shall be responsible for the coordination of any errors, omissions, discrepancies and/or inconsistencies which have not been brought to the owner's attention.
9. The general contractor shall be responsible for the coordination of any errors, omissions, discrepancies and/or inconsistencies which have not been brought to the owner's attention.
10. The general contractor shall be responsible for the coordination of any errors, omissions, discrepancies and/or inconsistencies which have not been brought to the owner's attention.

PROJECT DATA

AREA TABULATION	FRAME S.F.
TOTAL CONDITIONED FOOTAGE	1379
ENTRY PORCH	54
REAR PORCH	89
TOTAL SQUARE FOOTAGE	1562



SHEET INDEX

GENERAL

C-1 COVER SHEET, INDEX, PROJECT INFO, AND GENERAL NOTES

SITE

S-1 SITE PLAN (IF APPLICABLE)

ARCHITECTURAL

- A-1 FLOOR PLAN
- A-2 FOUNDATION
- A-3 ELEVATIONS
- A-4 ELEVATIONS
- A-5 ELECTRICAL / MECHANICAL

bennathomes.com
Bennat Inc.
HABITAT FOR HUMANITY

Bennat Inc.
HABITAT FOR HUMANITY

Bennat Inc.
HABITAT FOR HUMANITY

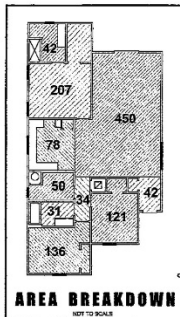
Bennat Inc.
HABITAT FOR HUMANITY

Bennat Inc.
HABITAT FOR HUMANITY

Bennat Inc.
HABITAT FOR HUMANITY

1021 N G St

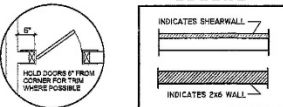
Copyright 2020 Bennat Inc.
3/17/2022 9:06:34 AM



PROJECT DATA

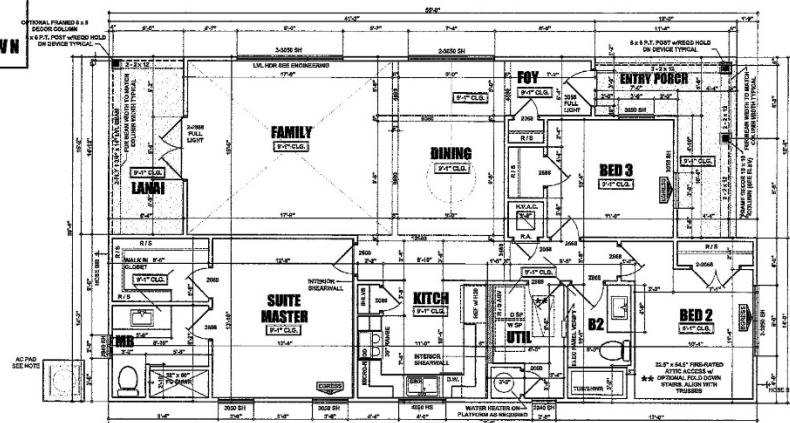
AREA TABULATION	FRAME S.F.
TOTAL CONDITIONED FOOTAGE	1379
ENTRY PORCH	54
REAR PORCH	89
TOTAL SQUARE FOOTAGE	1562

LEGEND



GENERAL NOTES

ALL HOMES WHICH USE ANY POSSIBLE FUEL (SUCH AS GAS) TO CONTAIN COMBUSTION BURNERS / COMBUSTION MONITORING ALARMS SHALL BE WITHIN 10 FEET OF ROOMS USED FOR SLEEPING. HAND WIRED WITH BATTERY BACKUP.
AC PUMP (WHICH IS TO LOCATE MIN. 5' FROM HOUSE EXTERIOR AND MIN. AND MIN. 5' FROM DRYER VENT AND MIN. 3' FROM ANY ELECTRICAL OR GAS DISCONNECT.
PRE-FABRICATED WOOD ROOF TRUSSES TO BE USED. MANUFACTURE TO VERIFY LOCATION AND DESIGN. MANUFACTURE SHALL VERIFY LOCATION OF ALL IF ANY INTERIOR LOAD BEARING WALLS.



NOTE: SEE ENGINEERING SHEETS FOR REINFORCING BARS AT WINDOWS AND DOORS
BATH 2 BATHING ACCESSIBLE
9'-0" CEILINGS UNLESS OTHERWISE NOTED

FLOOR

bennathomes.com
Bennat Inc.
HABITAT FOR HUMANITY

Bennat Inc.
HABITAT FOR HUMANITY

Bennat Inc.
HABITAT FOR HUMANITY

Bennat Inc.
HABITAT FOR HUMANITY

Bennat Inc.
HABITAT FOR HUMANITY

Bennat Inc.
HABITAT FOR HUMANITY

bennathomes.com
Bennat Inc.
HABITAT FOR HUMANITY

Bennat Inc.
HABITAT FOR HUMANITY

Bennat Inc.
HABITAT FOR HUMANITY

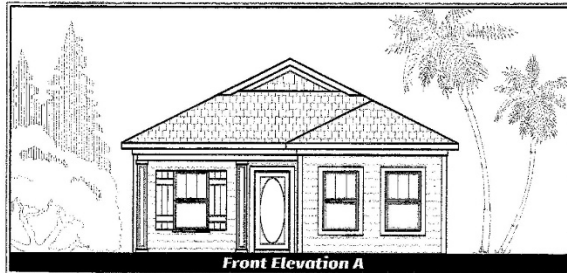
Bennat Inc.
HABITAT FOR HUMANITY

Bennat Inc.
HABITAT FOR HUMANITY

Bennat Inc.
HABITAT FOR HUMANITY

1015 NG St

Lot ____ Block ____



**HABITAT
1314**

Bennat Inc.

6582 Alvarado Road
Pensacola Florida 32504
Ph: 850.232-1267 Fax: 850.484-4509

GENERAL NOTES

1. All work performed by the general contractor shall comply with all applicable codes, ordinances and regulations, along with all other applicable building codes. The general contractor is responsible for the quality of the work and shall provide the necessary permits and inspections.
2. The general contractor shall thoroughly review and approve all drawings and specifications prior to construction. The general contractor shall be responsible for the quality of the work and shall provide the necessary permits and inspections.
3. The general contractor shall be responsible for the correction of any errors, omissions, discrepancies and/or omissions in the drawings and specifications. The general contractor shall be responsible for the quality of the work and shall provide the necessary permits and inspections.
4. The general contractor shall provide the necessary permits and inspections for the construction of the project. The general contractor shall be responsible for the quality of the work and shall provide the necessary permits and inspections.
5. The general contractor shall be responsible for the correction of any errors, omissions, discrepancies and/or omissions in the drawings and specifications. The general contractor shall be responsible for the quality of the work and shall provide the necessary permits and inspections.
6. The general contractor shall be responsible for the correction of any errors, omissions, discrepancies and/or omissions in the drawings and specifications. The general contractor shall be responsible for the quality of the work and shall provide the necessary permits and inspections.
7. Consideration of these drawings is for information only. The drawings shall be reviewed by the owner prior to the start of construction. Any changes to the drawings shall be made in writing and approved by the owner.
8. The general contractor shall be responsible for the correction of any errors, omissions, discrepancies and/or omissions in the drawings and specifications. The general contractor shall be responsible for the quality of the work and shall provide the necessary permits and inspections.
9. The general contractor shall be responsible for the correction of any errors, omissions, discrepancies and/or omissions in the drawings and specifications. The general contractor shall be responsible for the quality of the work and shall provide the necessary permits and inspections.
10. The general contractor shall be responsible for the correction of any errors, omissions, discrepancies and/or omissions in the drawings and specifications. The general contractor shall be responsible for the quality of the work and shall provide the necessary permits and inspections.

PROJECT DATA	
AREA TABULATION	FRAME S.F.
TOTAL CONDITIONED FOOTAGE	1914
ENTRY PORCH	51
TOTAL SQUARE FOOTAGE	1965



SHEET INDEX

GENERAL
G-1 COVER SHEET, INDEX, PROJECT INFO, AND GENERAL NOTES

SITE
S-1 SITE PLAN (IF APPLICABLE)
ARCHITECTURAL

A-1 FLOOR PLAN
A-2 FOUNDATION
A-3 ELEVATIONS
A-3-A ELEVATIONS
A-4 ELECTRICAL / MECHANICAL

BENNATINC.COM
BENNAT INC.

Bennat Inc.
6582 ALVARADO ROAD
PENSACOLA, FL 32504
PH: 850.232-1267 FAX: 850.484-4509

**HABITAT FOR
HUMANITY**

Lot ____ Block ____

COVER

SCALE

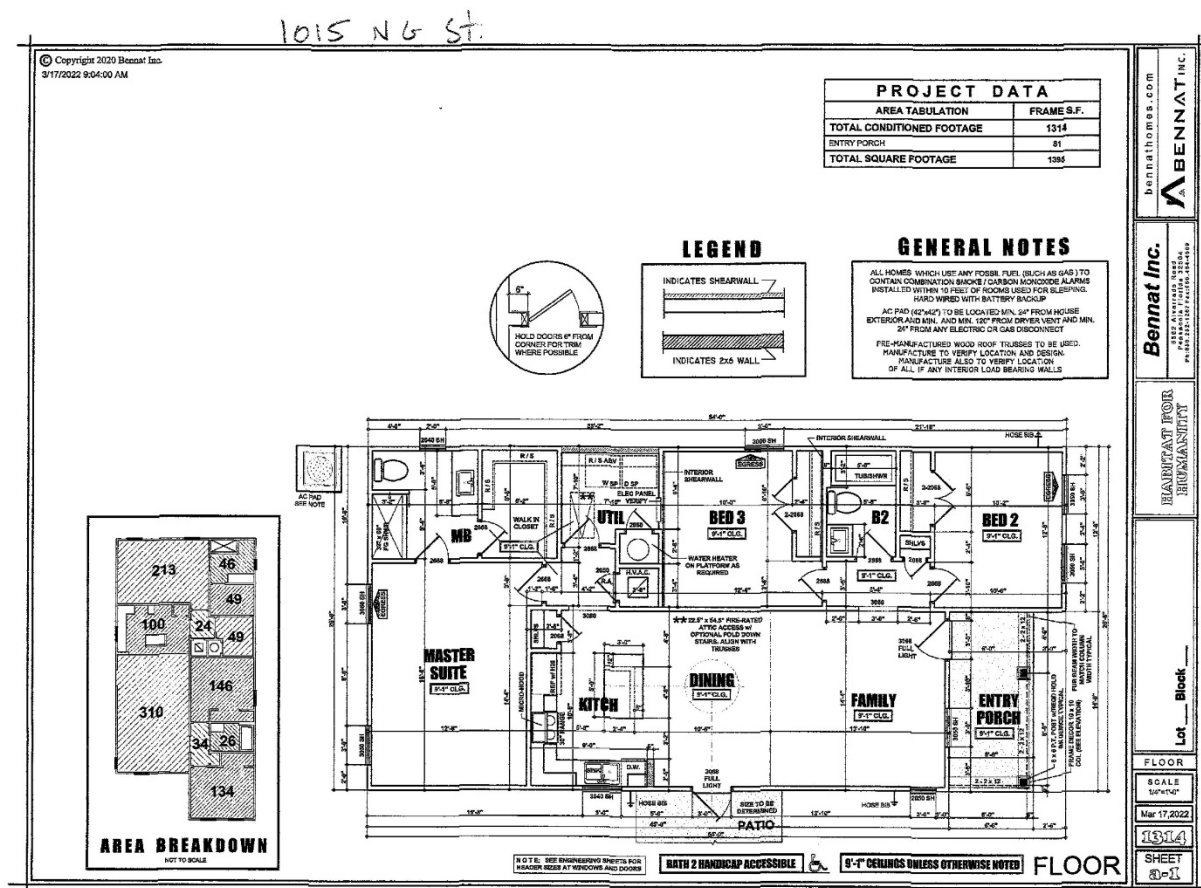
1/4" = 1'-0"

May 17, 2022

1314

SHEET

C-1



As it pertains to the 925 E Jackson Street Project, the design, development and construction partners/affiliates engagement will be phased as project scope and costs are defined. Development plans will commence once necessary funding sources are identified and committed.

Development Program and Intent

The intent for the Property is to develop townhomes designed for first-time homebuyers who are at or below 120% AMI with design features fitting into the character of the surrounding neighborhood. 51% of the units will be sold to buyers at or below 80% AMI, with the remaining 49% of the units sold to buyers between 81-120%.

Marketing Experience, Approach, and Management for Project

For the NFCLT project and acquiring new properties, our marketing approach and management strategy are comprehensive and tailored to both the community and potential developers and homebuyers. The key staff who will be involved with the marketing, management, and stewardship of the NFLCLT program are Sam Young, Quinn Luehring-Buerkett, and Betsy McDonald.

Community-Centric Marketing Approach:

- Engage with the local community through informational sessions and community outreach events to foster trust and transparency.
- Utilize targeted outreach efforts through digital media to reach underserved populations and ensure inclusivity in the acquisition process.
- Highlight the benefits of NFCLT homeownership, such as long-term affordability, community stewardship, and shared equity through digital media, website, press in the local media outlets, etc.

Developer Engagement and Collaboration:

- Cultivate relationships with developers, in this instance the HBA, who align with the mission and values of the NFCLT.
- Collaborate to ensure that new properties adhere to NFCLT principles, including affordability, sustainability, and community integration.
- Provide access to incentives and support for developers to participate in NFCLT projects, such as tax incentives, grants, or streamlined permitting processes.

Stewardship Plan for New Properties:

- Grow the existing Community Land Trust to a true tripartite committee with representation of NFCLT homeowners, community residents, and local stakeholders.
- NFCLT staff, in collaboration with PHFH staff, works alongside each homebuyer to ensure completion of robust homebuyer education.
- NFCLT will send out a quarterly newsletter engaging with NFCLT homeowners in meaningful ways providing NFCLT information and reminders about various aspects of homeownership and owning a home in partnership with NFCLT
- PHFH created Homeowner Hub, a resource for homeowners who have purchased through PHFH programs. We will include access for NFCLT homeowners. The hub provides easily accessible online resources for homeowners on a wide variety of topics (i.e. builders warranties, warranty request form, disaster supply kit, community resource guide, will and estate planning, etc.).

Experience in Managing New Developments and Infill Lots:

- Pensacola Habitat for Humanity has developed infill lots and large tract neighborhoods since 1981 producing over 1,600 households, highlighting our track record of creating vibrant, sustainable communities.

Marketing Home Builds to Homebuyer Program Participants:

- Utilize a multi-channel marketing approach to reach potential homebuyers, including paid advertisements, social media campaigns, community outreach events, radio and TV campaigns, and word-of-mouth referrals from other community organizations.
- Tailor marketing materials to emphasize the unique benefits of NFCLT homeownership, such as affordable pricing, long-term affordability, and community support services.
- Collaborate with local real estate agents and housing organizations to expand our reach and attract a diverse pool of qualified applicants up to 120% AMI.

- Pensacola Habitat for Humanity (PHFH) will utilize existing infrastructure and staff support to accept, underwrite and approve qualified applicants. Upon application submission via the Programs Application Portal, the Pensacola Habitat Programs team will contact the applicant to clarify the options they qualify for.

Sam Young became the CEO of Pensacola Habitat for Humanity in 2020. Previously, he was President and CEO of a large health and wellness company in New Jersey. Aside from Pensacola Habitat for Humanity, Sam chairs the boards of the National Aviation Research & Technology Park and is past-Chair of Boys and Girls Club of Atlantic City. He has been recognized as a top board leader and Businessman of the Year. A retired Navy Captain, he served for 30 years on active and reserve duty, holding numerous senior leadership and command positions. Sam has also graduated from Leadership Florida's Cornerstone Class 40 for 2022-2023. Under his leadership, Pensacola Habitat has more than doubled revenue, new home construction and expanded several of its key programs.

Quinn Luehring-Buerkett was born and raised in the suburbs of Chicago. She graduated from Southern Illinois University in Edwardsville, IL in 2015 with a bachelor's degree in mass communications. Her love and passion for nonprofit work began in 2015 with an organization focused on assisting homeless women and children in the Chicago suburbs. This position sparked a deeper mission for Quinn as she learned how great the need is for temporary shelter and permanent, affordable housing solutions. She moved to Florida in 2016, where she is now the Director of Marketing and Communications for Pensacola Habitat for Humanity and serves on the board of Family Promise of Escambia County. Quinn has a proven track record in increasing community engagement, fundraising for diverse missions, and promoting strong initiatives to improve communities.

Betsy McDonald is a lifetime resident of Northwest Florida and currently serves as the Director of Programs at Pensacola Habitat for Humanity. Betsy graduated from the University of West Florida in 2015 with her bachelor's degree in international relations and then in 2016 with her master's degree in political science. Betsy has worked for Habitat for Humanity at the affiliate level for 5 years. Betsy is a HUD Certified Housing Counselor and a Certified Aging in Place Specialist. She also serves as a member of the Affordable Housing Advisory Committee in Santa Rosa County, Valerie's House Community Engagement Council, Florida Housing Enterprise Board, and is an alumnus of Leadership Pensacola, class of 2024.

By leveraging our marketing experience, community engagement strategies, and proven track record in neighborhood development and stewardship with approved homeowners, we are confident in our ability to develop single family homes, manage them effectively, and market our home builds to potential buyers through various channels.

Project Timing

Project timing will be determined once total development costs are determined and the sources and amount of project funding are identified and committed.

Financial Requirements

All financial details, to include the construction budget, will be provided if awarded.

Financial Proforma/Construction Budget

The NFCLT/PHFH Staff will work closely with City of Pensacola CRA division to determine related infrastructure and other pre-development costs and available subsidy for site development and homebuyer subsidy. NFCLT is working with the City of Pensacola to identify potential infrastructure subsidies and down payment subsidies. Below, we have made some assumptions about projected financing based on a 7% Interest Rate for household size of 4 persons at 80% AMI and 120% AMI. Additionally, we are assuming a \$150 escrow, and a buyer with no other debts.

Financing Assumptions at 80% AMI

Per Unit Cost	TBD
Projected Financing (80% AMI, Family Size = 4)	- \$214,639 (Assume 150 escrow, no other debts)
Anticipated DPA (ESC SHIP)	- \$32,500
Funding Gap	= TBD

Financing Assumptions at 120% AMI

Per Unit Cost	TBD
Projected Financing (120% AMI, Family Size = 4)	- \$340,747 (Assume 150 escrow, no other debts)
Anticipated DPA (ESC SHIP)	- \$20,000
Funding Gap	= TBD

Memorandum

File #: 26-81

Community Redevelopment Agency

2/9/2026

ACTION ITEM

SPONSOR: Delarian Wiggins - Chairperson

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-06 CRA NON-ENCUMBERED CARRYOVER

RECOMMENDATION:

That the Community Redevelopment Agency adopt Supplemental Budget Resolution No. 2026-06 CRA.

A RESOLUTION OF THE PENSACOLA COMMUNITY REDEVELOPMENT AGENCY APPROVING AND CONFIRMING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING AN EFFECTIVE DATE.

SUMMARY:

This action will advance the City of Pensacola's Strategic Plan Goal : Attainable Housing for All Income Levels, More Walkable, Mix-Use Districts, and Public Spaces That Connect Communities. The project will also advance the 2025 Urban Core, Westside and Eastside Redevelopment Plan's recommendations as follows:

There are three Tax Increment Financing (TIF) Districts contained within the City of Pensacola's Fiscal Year 2026 Annual Budget; the Urban Core TIF, the Eastside TIF, and the Westside TIF. The Community Redevelopment Agency (CRA) is responsible for using the Tax Increment Financing (TIF) funds to carry out the redevelopment objectives defined in Chapter 163, Part III, Florida Statutes. TIF funds must be utilized in accordance with the City's adopted community redevelopment plans, the adopted budget and state law.

To be compliant with Florida Statutes, the CRA is required to approve all budgets and subsequent amendments involving any TIF funding prior to appropriation by City Council. The unencumbered appropriations are dedicated to debt service or appropriated to redevelopment projects in accordance with state statute.

The CRA adopted Supplemental Budget Resolution No. 2025-50 CRA at the August 11, 2025 meeting, approving its budget for the fiscal year beginning October 1, 2025 (FY2026). The budget was adopted by City Council on September 3, 2025. Historically, the Encumbrance Carryover Budget Resolutions have been net of contracts payable, representing work completed on outstanding purchase orders by September 30th expensed back to the prior

fiscal year. Encumbrance carried forward to the new fiscal year is typically reduced by the amount expensed to contracts payable in the previous fiscal year. The full amount of encumbered purchase order balances was carried forward into the FY2026 budget via Supplemental Budget Resolution No. 2025-92 CRA and Supplemental Budget Resolution No. 2025-89 at the December 8, 2025 and December 11, 2025, CRA and City Council meetings, respectively.

Balances remaining for the Community Redevelopment Agency Fund, the Eastside TIF Fund, the Westside TIF Fund, the CRA Series 2017 Capital Projects Fund, and the CRA Series 2019 Capital Projects Fund are being carried forward.

PRIOR ACTION:

August 11, 2025 — The CRA adopted Supplemental Budget Resolution No. 2025–50 CRA adopting a budget for the tax increment financing districts for the fiscal year beginning October 1, 2025.

September 10, 2025 — City Council adopted Supplemental Budget Resolution No. 2025–65 adopting a budget for the City of Pensacola, including the tax increment financing districts, beginning October 1, 2025.

November 10, 2025 — The CRA adopted Supplemental Budget Resolution - No. 2025–83 CRA carrying forward and reallocating Urban Core CRA funds for the South Palafox Pedestrian Improvement Project and Supplemental Budget Resolution No. 2025–82 CRA carrying forward and reallocating Westside CRA funding for the Baptist Redevelopment Project.

November 13, 2025 — City Council adopted Supplemental Budget Resolution No. 2025–75 appropriating funding for the South Palafox Pedestrian Improvement Project and Supplemental Budget Resolution No. 2025–84 carrying forward and reallocating Westside CRA funding for the Baptist Redevelopment Project.

December 8, 2025 – The CRA adopted Supplemental Budget Resolution No. 2025–92 CRA carrying forward encumbered budgets for the tax incremental financing districts and Supplemental Budget Resolution No. 2025–93 CRA carrying forward and reallocating Urban Core and Westside Funds for the Suntrail Component of the Hashtag & Waterfront Development and American Creosote Works (ACW) Superfund Site Redevelopment Special Demonstration Projects.

December 11, 2025 – City Council adopted Supplemental Budget Resolution No. 2025–89 carrying forward encumbered budgets for the City of Pensacola (including the tax incremental financing districts) and Supplemental Budget Resolution No. 2025-94 carrying forward and reallocating Urban Core and Westside Funds for the Suntrail Component of the Hashtag & Waterfront Development and American Creosote Works (ACW) Superfund Site Redevelopment Special Demonstration Projects.

FUNDING:

N/A

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution maintains compliance as required by Florida Statutes pertaining to tax increment financing districts. A separate supplemental budget resolution approved by City Council will carry forward and appropriate the funding.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No**STAFF CONTACT:**

David Stafford, City Administrator
Cliff Collins, Jr., Associate City Administrator of Strategic Initiatives
Anna Kate Baygents, Assistant Economic Development Director
Victoria D'Angelo, CRA Administrative Officer
Ann-Jasmin Whitmore, Finance & Compliance Officer

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2026-6 CRA
2. Supplemental Budget Explanation No. 2026-6 CRA

PRESENTATION: Yes

CRA RESOLUTION NO: 2026-6 CRA

A RESOLUTION OF THE PENSACOLA COMMUNITY REDEVELOPMENT AGENCY APPROVING AND CONFIRMING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE GOVERNING BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY AS FOLLOWS:

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. COMMUNITY REDEVELOPMENT AGENCY FUND

Fund Balance		10,842,347
As Reads:	Operating Expenses	5,106,900
Amended		
To Read:	Operating Expenses	13,452,565
As Reads:	Grants & Aids	1,095,000
Amended		
To Read:	Grants & Aids	2,577,500
As Reads:	Transfers	3,982,900
Amended		
To Read:	Transfers	4,997,082

B. EASTSIDE TAX INCREMENT FINANCING DISTRICT FUND

Fund Balance		737,566
As Reads:	Operating Expenses	175,276
Amended		
To Read:	Operating Expenses	746,525
As Reads:	Grants & Aids	250,000
Amended		
To Read:	Grants & Aids	411,727
As Reads:	Transfers	89,100
Amended		
To Read:	Transfers	93,690

C. WESTSIDE TAX INCREMENT FINANCING DISTRICT FUND

Fund Balance		3,266,636
As Reads:	Operating Expenses	1,190,500
Amended		
To Read:	Operating Expenses	3,473,226
As Reads:	Grants & Aids	1,071,300
Amended		
To Read:	Grants & Aids	2,043,394
As Reads:	Transfrs	280,000
Amended		
To Read:	Transfrs	291,816

D. CRA SERIES 2017 CAPITAL PROJECTS FUND

Fund Balance		2,602,867
To:	Operating Expenses	652,603
To:	Capital Outlay	1,950,264

E. CRA SERIES 2019 CAPITAL PROJECTS FUND

Fund Balance		191,228
To Read:	Operating Expenses	191,228

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective immediately upon adoption.

Adopted: _____

Approved: _____
Chairperson, CRA

Attest:

City Clerk

**THE CITY OF PENSACOLA
COMMUNITY REDEVELOPMENT AGENCY
FEBRUARY 2026 - NON-ENCUMBERED CARRYOVER RESOLUTION NO.2026-6 CRA**

FUND	AMOUNT	DESCRIPTION
A. COMMUNITY REDEVELOPMENT AGENCY FUND		
Estimated Revenues		
Fund Balance	10,842,347	Increase appropriated fund balance
Appropriations		
Operating Expenses	23,655	Increase appropriation for Operating Expenses - FY 2025 Carryover - Plan Update
Operating Expenses	531,872	Increase appropriation for Operating Expenses - FY 2025 Carryover - Garden Street Improvements
Operating Expenses	1,349,600	Increase appropriation for Operating Expenses - FY 2025 Carryover - Strategic Development Support Incentives - Mixed Use Grocery Development Streetscape
Operating Expenses	69,181	Increase appropriation for Operating Expenses - FY 2025 Carryover - Bruce Beach Phase II
Operating Expenses	286,400	Increase appropriation for Operating Expenses - FY 2025 Carryover - Blue Wahoos Stadium
Operating Expenses	500,000	Increase appropriation for Operating Expenses - FY 2025 Carryover - Parks & Public Spaces - Public Restrooms
Operating Expenses	300,000	Increase Appropriation for Operating Expenses - FY 2025 Carryover - Planning & Analysis - HTW/Wright & Alcaniz Downtown Connectivity
Operating Expenses	2,352,803	Increase Appropriation for Operating Expenses - FY 2025 Carryover - Hastag/Waterfront Development
Operating Expenses	209,448	Increase Appropriation for Operating Expenses - FY 2025 Carryover - Affordable Housing Incentive - Predevelopment Program
Operating Expenses	114,106	Increase Appropriation for Operating Expenses - FY 2025 Carryover - A Street Improvements
Operating Expenses	10,000	Increase Appropriation for Operating Expenses - FY 2025 Carryover - Bayfront Parkway Trail Improvements
Operating Expenses	100,000	Increase Appropriation for Operating Expenses - FY 2025 Carryover - Wright & Alcaniz Area - Garden & Alcaniz Revitalization
Operating Expenses	600,000	Increase Appropriation for Operating Expenses - FY 2025 Carryover - Affordable Housing Infill Development
Operating Expenses	123,000	Increase appropriation for Operating Expenses - FY 2025 Carryover - InterLocal Maint.
Operating Expenses	975,000	Increase appropriation for Operating Expenses - FY 2025 Carryover -WWTP Payments
Operating Expenses	800,600	Increase appropriation for Operating Expenses - FY 2025 Carryover - Garden St Lights
Grants & Aids	482,500	Increase Appropriation for Grants & Aids - FY 2025 Carryover - CPIP Program
Grants & Aids	900,000	Increase Appropriation for Grants & Aids - FY 2025 Carryover - Sm-Scale Affordable Housing Rental Program
Grants & Aids	100,000	Increase Appropriation for Grants & Aids - FY 2025 Carryover - Resiliency
Transfers	1,014,182	Increase Appropriation for Transfers - Debt Sevcies - FY 2025 Carryover
Total Appropriations	10,842,347	

**THE CITY OF PENSACOLA
COMMUNITY REDEVELOPMENT AGENCY
FEBRUARY 2026 - NON-ENCUMBERED CARRYOVER RESOLUTION NO.2026-6 CRA**

FUND	AMOUNT	DESCRIPTION
B. EASTSIDE TAX INCREMENT FINANCING DISTRICT FUND		
Fund Balance	<u>737,566</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	150,000	Increase appropriation for Operating Expenses - FY 2025 Carryover - ES TIF- Planning & Analysis - Crystal Ice House
Operating Expenses	100,447	Increase appropriation for Operating Expenses - FY 2025 Carryover - ES TIF- Affordable Housing Infill Development - 2700 MLK
Operating Expenses	96,032	Increase appropriation for Operating Expenses - FY 2025 Carryover - ES TIF- Affordable Housing Infill Development - 1700 MLK
Operating Expenses	100,000	Increase appropriation for Operating Expenses - FY 2025 Carryover - ES TIF- Small Scale Affordable Housing Rental Program
Operating Expenses	124,770	Increase appropriation for Operating Expenses - FY 2025 Carryover -Administration - ES TIF Expansion -Plan Update
Grants and Aids	85,000	Increase Appropriation for Grants & Aids - FY 2024 Carryover - Affordable Housing (Prop Improv Pgm)
Grants and Aids	76,727	Increase Appropriation for Grants & Aids - FY 2024 Carryover - RPIP- 520 E LEONARD ST (JACKSON)
Transfers	4,590	Increase Appropriation for Transfers - FY 2025 Carryover
Total Appropriations	<u>737,566</u>	
C. WESTSIDE TAX INCREMENT FINANCING DISTRICT FUND		
Fund Balance	<u>3,266,636</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	130,775	Increase appropriation for Operating Expenses - FY 2025 Carryforward - Westside TIF - Plan Update
Operating Expenses	412,234	Increase appropriation for Operating Expenses - FY 2025 Carryforward - Westside TIF Administration - Gregory St Improvements
Operating Expenses	149,305	Increase appropriation for Operating Expenses - FY 2025 Carryforward - Westside - Wright Street Improvements
Operating Expenses	98,388	Increase appropriation for Operating Expenses - FY 2025 Carryforward - Westside - Baptist CDBG
Operating Expenses	114,106	Increase appropriation for Operating Expenses - FY 2025 Carryforward - Westside - A Street Improvements
Operating Expenses	45,118	Increase appropriation for Operating Expenses - FY 2025 Carryforward - Westside - L Street Improvements
Operating Expenses	150,000	Increase appropriation for Operating Expenses - FY 2025 Carryforward - Westside -Affordable Housing Predevelopment Program
Operating Expenses	982,800	Increase appropriation for Operating Expenses - FY 2025 Carryforward - Westside -Small Scale Affordable Housing Rental Program
Operating Expenses	500,000	Increase appropriation for Operating Expenses - FY 2025 Carryforward - WS - Acquisition & Redevelopment - Gibson Head Start Site Redevelopment
Grants and Aids	35,900	Increase Appropriation for Grants & Aids - FY 2025 Carryforward - RPIP program
Grants and Aids	482,500	Increase Appropriation for Grants & Aids - FY 2025 Carryforward - WS TIF Commercial Façade Program -CPIP
Grants and Aids	153,694	Increase Appropriation for Grants & Aids - FY 2025 Carryforward - Resiliency
Transfers	11,816	Increase Appropriation for Transfers - FY 2025 Carryover - Debt Services
Total Appropriations	<u>3,266,636</u>	

**THE CITY OF PENSACOLA
COMMUNITY REDEVELOPMENT AGENCY
FEBRUARY 2026 - NON-ENCUMBERED CARRYOVER RESOLUTION NO.2026-6 CRA**

FUND	AMOUNT	DESCRIPTION
D. CRA SERIES 2017 CAPITAL PROJECTS FUND		
Fund Balance	<u>2,602,867</u>	Increase appropriated fund balance
Appropriations		
<u>Eastside Bond</u>		
Capital Outlay	4,492	Appropriate funding for Operating Expenses FY 2025 Carryforward
Affordable Housing Infill Development		
<u>Westside Bond</u>		
Operating Expenses		Appropriate funding for Operating Expenses FY 2025 Carryforward
Baptisit CDBG Match	399,612	Appropriate funding for Operating Expenses FY 2025 Carryforward
L Street Improvements	248,499	Appropriate funding for Operating Expenses FY 2025 Carryforward
Capital Outlay		Appropriating funding for Capital Outlay FY 2025 Carryforward
PFP- American Creosote- Land Acq	42,452	Appropriating funding for Capital Outlay FY 2025 Carryforward
Alice Day Williams Daycare	130,779	Appropriating funding for Capital Outlay FY 2025 Carryforward
Baptisit Redevelopment	654,232	Appropriating funding for Capital Outlay FY 2025 Carryforward
Legion Field	745,565	Appropriating funding for Capital Outlay FY 2025 Carryforward
FDOT West Main St Corridor	316,550	Appropriating funding for Capital Outlay FY 2025 Carryforward
2300 W Jackson Sidewalks	60,686	Appropriating funding for Capital Outlay FY 2025 Carryforward
Total Appropriations	<u>2,602,867</u>	
E. CRA SERIES 2019 CAPITAL PROJECTS FUND		
Fund Balance	<u>191,228</u>	Increase appropriated fund balance
Appropriations		
Urban Core		
Operating Expenses		
Garden Street Improvments	191,228	Appropriate funding for Operating Expenses (Capital Projects) FY 2025 Carryforward
Total Appropriations	<u>191,228</u>	