

LAND DONATION AGREEMENT

This Land Donation Agreement (the “Agreement”) is entered into as of the ___ day of _____, 2026 (the “Effective Date”) between **The City of Pensacola, Florida** (“Donor”) and **Community Health Northwest Florida Foundation, Inc.**, a Florida not for profit corporation, whose address is 2315 W. Jackson Street, Pensacola, Florida 32505 (“Foundation”). Donor and Foundation are collectively referred to herein as “Parties” and each individually as a “Party.”

WHEREAS, Donor is the owner of certain real property located generally at 801 W. Avery Street, Pensacola, Florida and more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, Donor has offered to donate the Property to Foundation and Foundation has agreed to accept the donation of the Property from Donor.

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

1. **Recitals.** The above recitals are true and correct and are hereby incorporated herein by reference.

2. **Donation of Property.** Subject to the terms of this Agreement, Donor hereby agrees to donate and convey the Property to Foundation, and Foundation agrees to acquire the Property from Donor.

3. **Terms of Donation.**

(a) **Title Commitment and Survey.** Foundation has obtained and reviewed that certain (i) owner’s policy of title insurance, Policy Number O21-7148032 and dated September 30, 2025 issued by Old Republic National Title Insurance Company (the “Title Company”), (ii) survey issued by Baskerville-Donovan dated September 9, 2025, Project Number 24325.01, and (iii) title commitment issued by Old Republic National Title Insurance Company, as commitment number 26001754, with an effective date of January 14, 2026, and has found the status of title and survey to the Property reflected in said documents acceptable. Donor shall not record any additional documents or mortgages against the title to the Property or enter into any contracts or leases with respect to the Property and shall advise Foundation of any litigation instituted or threatened against the Property. Foundation shall have the right, at its own expense, to have the Property re-surveyed by a surveyor licensed in the State of Florida and prepared in accordance with the ALTA requirements and to order an updated title commitment for the Property.

(b) **Due Diligence Period.** Foundation shall have a period of forty-five (45) days from the Effective Date of this Agreement (the “Due Diligence Period”) to complete and/or update any non-invasive tests, surveys, and studies of the Property that it deems necessary

or advisable. During this Due Diligence Period, Foundation shall be permitted reasonable access to the Property for the purpose of conducting such activities, provided that no invasive procedures shall be performed without the prior written consent of Donor. Foundation shall promptly restore the Property to its original condition following any such activities and shall indemnify and hold harmless Donor from any damages or claims arising out of Foundation's due diligence activities; provided, however, that such indemnity shall not apply to (i) the mere discovery of any pre-existing conditions on or relating to the Property, or (ii) any damages or claims arising from the negligence or willful misconduct of Donor, its agents, or employees. Foundation may terminate this Agreement for any or no reason during the Due Diligence Period, provided, however, that the indemnity obligations in this subsection (c) shall survive such termination of this Agreement for a period of one (1) year.

(c) Use Restrictions. In consideration for the donation of the Property, Foundation agrees to restrict the use of the Property for a period of fifteen (15) years to medical or dental services (the "Permitted Use"). For the purposes of this Agreement, (i) "medical services" shall mean the operation of clinics, offices, or facilities that provide primary health care, urgent health care, preventive health screenings, immunizations, chronic disease management, mental health counseling, laboratory testing, radiology, pharmacy services, health education, and other outpatient healthcare services, and (ii) "dental services" shall mean preventive and restorative dental care, oral health examinations, teeth cleanings, fillings, extractions, orthodontic treatments, emergency dental care, and oral health education. Permitted Use services shall be made available to individuals of all ages, regardless of their ability to pay, and may include both direct patient care and community outreach programs aimed at promoting public health and wellness. Following the Completion Date and subject to Force Majeure Event(s) (as defined below) and excluding holidays and temporary closures for the active and diligent performance of repairs, maintenance and/or remodeling, the Property shall be operated for the Permitted Use no less than forty (40) hours a week ("Operating Hours"). The Operating Hours may be decreased only with Donor's prior written consent, which consent will not be unreasonably withheld. Contemporaneously with the conveyance of the Property, Foundation shall execute a Declaration of Restrictive Covenants incorporating the use restrictions set forth in this subsection (c) in the form attached hereto as **Exhibit "B"** (the "Declaration of Restrictive Covenants"), which Declaration of Restrictive Covenants shall be recorded in the public records of Escambia County, Florida.

(d) Improvements to the Property. In consideration for the donation of the Property to Foundation, Foundation hereby agrees it will, prior to the Completion Deadline (defined below), spend not less than \$850,000.00 (the "Renovation Commitment") towards the renovation of the Property for the Permitted Use (hereinafter, the "Renovation"). Furthermore, Foundation agrees as follows:

- i. Commencement Deadline. Foundation will commence the Renovation of the Property as soon as reasonably practicable and in any event on or before the date that is one (1) year following the Closing Date (the "Commencement Deadline"). The Commencement Deadline may be

extended by the Mayor of the City of Pensacola for a period of up to one (1) year for any reason by written notice to Foundation and without further action of the City Council. The provisions of this subsection shall survive Closing.

- ii. Completion Deadline. Following commencement of the Renovation, Foundation shall diligently pursue such Renovation, and the Renovation shall be completed and the Property shall be open and operated for the Permitted Use on or before the date that is one (1) year following the Commencement Deadline (“Completion Deadline”). The Completion Deadline may be extended by the Mayor of the City of Pensacola for a period of up to six (6) months for any reason by written notice to Foundation and without further action of the City Council. The Completion Deadline may also be extended to the extent and for the period that construction related to the Renovation 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 Foundation (each a “Force Majeure Event”). Provided, however, that in order to claim such Force Majeure Event, Foundation shall be required to report the Force Majeure Event to Donor within ten (10) days after it first had knowledge of such Force Majeure Event 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, if applicable. Foundation has agreed to the Completion Deadline in the expectation that it will not experience any delay in completing the Renovation due to the building department and other departments of Donor having permitting, review or inspection rights with respect to the construction of the Renovation 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**”). Foundation shall have the right to extend the Completion Deadline if it determines that a Donor Delay has occurred, such extension to equal the number days of such Donor Delay; provided that Foundation has notified Donor 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. Commencing on the date that is thirty (30) days after the Closing and continuing on the same day of each month thereafter, Foundation shall deliver written financing, development and construction status reports to Donor, providing target dates and status updates for key Renovation milestones, and shall include within such reports such further financing, construction and development metrics as may be reasonably requested by Donor. The provisions of this subsection shall survive Closing.

(e) Breach of Renovation Deadlines. In the event Foundation should be in breach of the timely performance of its obligations set forth in Section 3(d), above, and should such breach of performance remain un-remedied after expiration of a period of forty-five (45) days following delivery of a written notice from Donor to Foundation, then, notwithstanding anything herein to the contrary, Foundation shall, following written notice from Donor (“Reconveyance Notice”), convey and transfer the Property to Donor. Such reconveyance shall occur as soon as possible and in any event no later than ninety (90) days following delivery of the Reconveyance Notice (“Reconveyance Closing Date”), On the Reconveyance Closing Date, Foundation shall execute and deliver to Donor (i) a special warranty deed for the Property 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 Foundation on its acquisition of the Property, and (ii) such customary seller’s affidavits and other documents as are reasonably necessary to enable the reconveyance to Donor contemplated hereby and the deletion of the standard title policy exceptions from any owner’s policy of title insurance to issue in favor of Donor (collectively, such documents are the “Reconveyance Documents”). The provisions of this Section shall survive Closing.

(f) Purchase Option. Notwithstanding anything to the contrary herein, for a period of fifteen (15) years following the Closing, in the event that Foundation desires to sell or otherwise transfer any interest in the Property (other than to an Affiliate (as defined below)), Foundation shall first provide written notice to Donor of its intent to sell or otherwise transfer the Property. Donor shall have the exclusive right and option, for a period of one hundred twenty (120) days after receipt of such notice, to provide notice of purchase the Property (the “Option”) at a purchase price (the “Option Purchase Price”) equal to the total actual costs incurred by Foundation for Renovation improvements to the Property, as evidenced by invoices, contractor draw sheets, and such other documentation as may be reasonably requested by Donor, multiplied by (i) fifty percent (50%) if the Option is exercised prior to the fifth (5th) anniversary of the Closing, (ii) seventy-five percent (75%) if the Option is exercised after the fifth (5th) anniversary but prior to the tenth (10th) anniversary of the Closing, and (iii) one hundred percent (100%) if the Option is exercised after the tenth (10th) anniversary of the Closing. Foundation will execute and deliver Reconveyance Documents to Donor at the closing of any purchase of the Property by Donor pursuant to timely exercise of the Option. If Donor does not exercise the Option within the 120-day period, Foundation may sell the Property to a third party and thereafter the Option will have no further force or effect. The terms of this subsection (f) shall be included in the Declaration of Restrictive Covenants. For the avoidance of doubt, Foundation shall not be restricted and is hereby expressly permitted to transfer the Property to an entity which is owned or controlled by Foundation or under common ownership or control with Foundation (an “Affiliate”); provided, the Option would bind the Affiliate in accordance with the terms of this subsection (f).

4. **Disclaimer.** IT IS UNDERSTOOD AND AGREED THAT DONOR 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 DONOR TO FOUNDATION, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. FOUNDATION ACKNOWLEDGES AND AGREES THAT UPON CLOSING, DONOR SHALL TRANSFER AND CONVEY TO FOUNDATION AND FOUNDATION SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS". FOUNDATION AND DONOR AGREE THAT THE PROVISIONS OF THIS SECTION 4 SHALL SURVIVE CLOSING.

5. **Closing.** The closing ("Closing") contemplated by this Agreement shall take place within fifteen (15) days following expiration of the Due Diligence Period, or such earlier date as may be agreed upon in writing by Foundation and Donor, at the offices of Phelps Dunbar, LLP, 501 Commendencia Street, Pensacola, Florida (the "Closing Agent") as a "mail away" closing.

6. **Donor's Obligations at Closing.** At the Closing, subject to performance by Foundation of its obligations under this Agreement, Donor shall do the following:

(a) Execute, acknowledge and deliver to Foundation a special warranty deed conveying good, insurable and marketable title to the Property to Foundation;

(b) Execute, acknowledge and deliver to Foundation and the Title Company an owner's affidavit ("Owner's Affidavit") in sufficient form and substance so as to allow the Title Company to insure the gap at Closing and delete all standard exceptions, other than the survey exception, from the title policy to be issued pursuant to the Commitment delivered to Foundation;

(c) Execute and deliver instruments satisfactory to Foundation and the Title Company reflecting the proper power and authorization for the conveyance of the Property from Donor to Foundation hereunder; and

(d) Deliver to Foundation and the Title Company a FIRPTA affidavit in form and substance reasonably acceptable to both Foundation and the Title Company.

(e) All of the documents and instruments referenced in this Section 6 shall be in form and substance reasonably acceptable to both Donor and Foundation (and to the Title Company where applicable).

7. **Foundation's Obligations at Closing.** At the Closing, subject to performance by Donor of its obligations under this Agreement, Foundation shall do the following:

(a) Execute, acknowledge and deliver to Donor and Closing Agent the Declaration of Restrictive Covenants; and

(b) An affidavit in accordance with Part III, Chapter 692, Florida Statutes – Conveyances to Foreign Entities.

8. Closing Costs and Prorations.

(a) Closing Costs. Foundation shall pay for the cost of: (i) documentary stamps due with respect to the transfer of the Property to Foundation, if any; (ii) Owner’s title insurance policy to be delivered to Foundation with respect to the Property, along with all associated search(es), examination(s) and commitment(s); (iii) recording the Deed and Declaration of Restrictive Covenants; (iv) any closing fee(s); and (v) the survey for the Property obtained by Foundation, if any.

(b) Prorations – Taxes. All ad valorem and non-ad valorem real property taxes for the year of Closing shall be prorated as of the Closing Date.

9. **Default**. Except as otherwise provided in this Agreement, in the event that either Party fails to perform any of its respective obligations under this Agreement for any reason other than the other Party’s default or the permitted termination of this Agreements, the non-defaulting Party shall be entitled, following written notice to the defaulting Party and fourteen (14) days during which period the defaulting Party may cure the default, to, as the non-defaulting Party’s exclusive remedies, elect to (i) terminate this Agreement by written notice to the defaulting Party, 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); or (ii) waive the applicable default and continue the transactions contemplated by this Agreement. In no event shall Foundation be entitled to recover monetary damages from Donor related to this Agreement.

10. **Notices**. Any notices required or permitted hereunder shall be in writing and shall be deemed to have been properly and timely delivered if such notice is (i) delivered by overnight courier or electronic means, in which case the notice shall be deemed delivered one Business Day (defined below) after delivery to the overnight courier or by electronic means; (ii) mailed, certified or registered mail, return receipt requested, in which case the notice shall be deemed delivered three days after it is deposited in the mail and postmarked by the U.S. Postal Service. All notices must be addressed to the Parties as follows:

If to Donor: Office of the Mayor, The City of Pensacola
Attn: Mayor D.C. Reeves
220 W. Main Street, 7th Floor
Pensacola, Florida 32502
E-mail: dcreeves@cityofpensacola.com

With a copy to: Adam Cobb
City Attorney
220 W. Main Street, 7th Floor
Pensacola, Florida 32502
E-mail: acobb@cityofpensacola.com

If to Foundation: c/o Community Health Northwest Florida
Attn: Chandra Smiley
2315 W. Jackson Street
Pensacola, Florida 32505
E-mail: csmiley@healthcarewithinreach.com

With a copy to: William H. Mitchem
Phelps Dunbar, LLP
501 Commendencia Street
Pensacola, Florida 32502
Email: william.mitchem@phelps.com

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

11. **Miscellaneous.**

(a) Governing law; Venue. This Agreement and the legal relations between the Parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without regard to its principles of conflicts of law. Venue for any action brought to interpret or enforce this Agreement shall, unless otherwise specifically be required hereunder, be the circuit court for Escambia County, Florida.

(b) Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, letters of intent, term sheets, negotiations, and discussions, whether oral or written, of the Parties, and there are no warranties, representations, or other agreements, express or implied, made to either party by the other party in connection with the subject matter hereof except as specifically set forth herein.

(c) Modification; Waiver. No supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

(d) Severability. Any provision or part of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall, as to such situation and such jurisdiction, be ineffective only to the extent of such invalidity and shall not affect the enforceability of the remaining provisions hereof or the validity or enforceability of any such provision in any other situation or in any other jurisdiction.

(e) No Brokers. Donor and Foundation each represent and warrant to the other that no real estate broker was used by Donor and/or Foundation in connection with the purchase of the Property

(f) Successors and Assigns. All of the Parties' rights, duties, benefits, liabilities, and obligations under this Agreement shall inure to the benefit of, and be binding upon, their respective successors and assigns.

(g) Headings. The paragraph and subparagraph headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter, or affect the meaning or interpretation of any provision hereof.

(h) Construction. As used in this Agreement, the masculine, feminine, and neuter gender and the singular or plural shall each be construed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning, without regard to any presumption or rule of construction causing this Agreement or any part of it to be construed against the party causing the Agreement to be written. The Parties acknowledge that each has had a full and fair opportunity to review the Agreement and to have it reviewed by counsel.

(i) Further Assurances. In addition to the actions recited herein and contemplated to be performed, executed, and/or delivered by Donor and Foundation, Donor and Foundation agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the Closing or after the Closing any and all such further acts, instruments, deeds, and assurances as may be reasonably and required to consummate the transactions contemplated hereby provided that they are consistent with the intent of this Agreement.

(j) Business Day. As used herein, the term "Business Day" shall mean a day that is not a Saturday, Sunday, National or State holiday, or a day on which commercial banks in the State of Florida are authorized or required by applicable law to close. In the event that the date for the performance of any covenant or obligation under this Agreement shall fall on a day that is not a Business Day, the date for performance thereof shall be extended to the next Business Day thereafter.

(k) Time of the Essence. Time shall be of the essence with respect to all matters contemplated by this Agreement.

(l) Assignment. This Agreement and all rights and obligations hereunder shall not be assignable by Donor or Foundation without the prior written consent of the other party.

(m) Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute only one agreement.

(n) Waiver of Jury Trial. DONOR AND FOUNDATION HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANOTHER PARTY ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

(o) 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 Donor will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. Foundation 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 Foundation.

(p) E-Verify. In compliance with the provisions of section 448.095, Florida Statutes, to the extent required by law, Foundation 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. Foundation's obligation under this Section is limited to the extent required by applicable law, and Foundation may rely on written certifications from subcontractors where permitted by law.

(q) Non-Coercion. Foundation 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 Donor with an affidavit signed by an officer or representative of Foundation under penalty of perjury attesting that Foundation does not use coercion for labor or services, as those terms are defined in Section 787.06.

[signatures on the following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DONOR:

CITY OF PENSACOLA, FLORIDA

FOUNDATION:

**COMMUNITY HEALTH NORTHWEST
FLORIDA FOUNDATION, INC.**, a Florida
not for profit corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

Date: _____, 2026

Date: _____, 2026

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

Exhibit "A"

Legal Description

The East 1/2 of Lot 8 and all of Lots 9 and 10, Block 2, Englewood Heights, a subdivision in Section 18, Township 2 South, Range 30 West, Escambia County, Florida, according to Plat in Deed Book 59, Page 107 and the East 1/2 of Lot 16 and all of Lots 17 and 18, Block 40, North Hill Highlands, a subdivision in Section 27, Township 2 South, Range 30 West, Escambia County, Florida, according to Plat in Deed Book 62, Page 244.

Exhibit "B"

Declaration of Restrictive Covenants

This Instrument Prepared by:
Susan J. Salamone, Esq.
Phelps Dunbar, LLP
501 Commendencia Street
Pensacola, Florida 32502
(850) 432-2451

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (the “Declaration”) is entered into as of this ____ day of _____, 2026 (the “Effective Date”), by and between **THE CITY OF PENSACOLA**, a Florida municipal corporation (“City”) and **COMMUNITY HEALTH NORTHWEST FLORIDA FOUNDATION, INC.**, a Florida not for profit corporation (“Foundation”).

WITNESSETH:

WHEREAS, on _____, 2026 and pursuant to the terms of that certain Land Donation Agreement (“Donation Agreement”) dated the ____ day of _____, 2026, City donated to Foundation that certain real property located at 801 W. Avery Street, as more specifically described on Exhibit “A” hereto (the “Property”).

WHEREAS, in consideration of the donation of the Property, Foundation agreed to renovate the Property for the purpose of providing medical and dental services and to limit such use of the Property during the Restriction Period (hereinafter defined).

NOW, THEREFORE, THE CITY AND FOUNDATION HEREBY DECLARE, that subject to the provisions hereof, the Property shall be subject to the restrictions contained herein for the purposes of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of City.

ARTICLE ONE
GENERAL PROVISIONS

1.01 The Property shall be conveyed, owned, and used subject to the provisions of this Declaration, which shall run with the title to the Property, and shall be binding upon all persons or entities having any right, title, or interest in any portion of the Property, their heirs, successors, successors-in-title, and assigns.

ARTICLE TWO
USE RESTRICTIONS

2.01 Use Restrictions. The use of the Property shall be and hereby is restricted to medical and dental services (the “Permitted Use”) for a period of fifteen (15) years following the date this Declaration is recorded in the Official Records of Escambia County, Florida (the “Restriction Period”). For the purposes of this Declaration, (i) “medical services” shall mean the operation of clinics, offices, or facilities that provide primary health care, urgent health care, preventive health screenings, immunizations, chronic disease management, mental health counseling, laboratory testing, radiology, pharmacy services, health education, and other outpatient healthcare services, and (ii) “dental services” shall mean preventive and restorative dental care, oral health examinations, teeth cleanings, fillings, extractions, orthodontic treatments, emergency dental care, and oral health education. During the Restriction Period, Permitted Use services shall be made available to individuals of all ages, regardless of their ability to pay, and may include

both direct patient care and community outreach programs aimed at promoting public health and wellness. Following completion of the Renovation (as defined in the Donation Agreement) and excluding holidays and temporary closures for the active and diligent performance of repairs, maintenance and/or remodeling, the Property shall be operated for the Permitted Use no less than forty (40) hours a week (“Operating Hours”). The Operating Hours may be decreased only with City’s prior written consent, which consent will not be unreasonably withheld. Collectively, the forgoing provisions of this Section 2.01 are the “Use Restrictions.” For the purposes of this Declaration, compliance with the Use Restrictions shall be excused for the period that compliance with the Use Restrictions 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 Foundation (each a “Force Majeure Event”). Provided, however, that in order to claim such Force Majeure Event, Foundation shall be required to report the Force Majeure Event to City within three (3) days after it first had knowledge of such Force Majeure Event 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, if applicable.

2.02 Remedies. As its sole remedy, City shall be entitled to seek and obtain the following remedy related to the Use Restrictions:

- a. Repurchase. In the event Foundation should be in breach of the timely performance of its obligations set forth in Section 2.01, above, and should such breach remain unremedied forty-five (45) days (“Cure Period”) following delivery of a written notice (“Default Notice”) from City to Foundation, then, notwithstanding anything herein to the contrary, Foundation shall, upon written notice from City delivered within ninety (90) days following delivery of the applicable Default Notice (“Reconveyance Notice”), convey and transfer the Property to City. Such reconveyance shall occur as soon as possible and in any event no later than ninety (90) days following delivery of the Reconveyance Notice (“Reconveyance Closing Date”). On the Reconveyance Closing Date, Foundation shall execute and deliver to City (i) a special warranty deed for the Property 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 Foundation on its acquisition of the Property, and (ii) such customary seller’s affidavits and other documents as are reasonably necessary to enable the reconveyance to 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 City (collectively, such documents are the “Reconveyance Documents”). On the Reconveyance Closing Date, City shall deliver to Foundation a purchase price for the Property equal to the total actual costs incurred by Foundation for Renovation improvements to the Property, as evidenced by invoices, contractor draw sheets, and such other documentation as may be reasonably requested by City, multiplied by (i) fifty percent (50%) if the Reconveyance Notice is delivered prior to the fifth (5th) anniversary of the Effective Date, (ii) seventy-five percent (75%) if the Reconveyance Notice is delivered after the fifth (5th) anniversary but prior to the tenth (10th) anniversary of the Effective Date, and (iii) one hundred percent (100%) if the Reconveyance Notice is delivered after the tenth (10th) anniversary of the Effective Date. Notwithstanding anything herein, to the contrary, Foundation shall only be entitled to three (3) Cure Periods within any twelve (12) month period. If City delivers a fourth Default Notice to Foundation within any twelve-month period, then Foundation shall not be entitled to a Cure Period related to such fourth Default Notice and City may proceed directly with a Reconveyance Notice.

222 West Main Street
Pensacola, Florida 32502

With a copy to: City of Pensacola
Attention: City Attorney
222 West Main Street
Pensacola, Florida 32502

If to Foundation: c/o Community Health Northwest Florida
Attention: Executive Director
2315 West Jackson Street
Pensacola, Florida 32505

With a copy to: Phelps Dunbar, LLP
Attention: William H. Mitchem
501 Commendencia Street
Pensacola, Florida 32502

or as such party may from time to time designate by written notice to the other parties. Any party by notice to the others in the manner provided herein may designate additional or different addresses for subsequent notices or communications.

4.03 Covenants Run with the Land. All restrictions and covenants contained in this Declaration shall constitute covenants running with the land; and all grantees, devisees, heirs, personal representatives, successors and assigns of all parties claiming by, through, or under City and Foundation agree to be bound by the provisions of this Declaration.

4.04 Enforcement. Without limiting anything herein to the contrary, City shall have the right to enforce, by proceedings at law or in equity, all restrictions or covenants, now or hereafter imposed by the provisions of this Declaration. Failure by City to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to so thereafter.

4.05 Severability. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a subdivision in accordance with Florida law. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof. If under present or future laws effective during the term of this Declaration any clause or provision of this Declaration is invalid or unenforceable, it is the intent of the parties that the remaining provisions of this Declaration shall not be affected thereby.

4.06 Amendments. This Declaration may be amended only by written instrument signed by City and Foundation or its successors and/or assigns.

4.07 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

[SIGNATURES ON THE FOLLOWING PAGES]

[IN WITNESS WHEREOF, the parties have executed this Declaration as of the date first set forth above.

FOR THE CITY OF PENSACOLA:

Witnesses:

THE CITY OF PENSACOLA,
a Florida municipal corporation

Printed Name: _____

Address: _____

By: _____

Name: _____

Title: _____

Printed Name: _____

Address: _____

ATTEST:

Name: _____

Title: City Clerk

(SEAL)

LEGAL IN FORM AND CONTENT:

Name: _____

Title: City Attorney

APPROVED AS TO SUBSTANCE

Name: _____

Title: Economic Development Assistant Director

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

FOR FOUNDATION:

Witnesses:

Printed Name: _____
Address: _____

Printed Name: _____
Address: _____

**COMMUNITY HEALTH NORTHWEST
FLORIDA FOUNDATION, INC.,**
a Florida not for profit corporation

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was subscribed and sworn to before me by means of [] physical presence or [] online notarization this _____ day of _____, 2026, by _____, as _____ of Community Health Northwest Florida Foundation, Inc., a Florida not for profit corporation, on behalf of said corporation, who [] is personally known to me or [] who produced _____ as identification.

Signature NOTARY PUBLIC - STATE OF FLORIDA

Print Name

EXHIBIT A
LEGAL DESCRIPTION

The East 1/2 of Lot 8 and all of Lots 9 and 10, Block 2, ENGLEWOOD HEIGHTS, a subdivision in Section 18, Township 2 South, Range 30 West, Escambia County, Florida, according to Plat in Deed Book 59, Page 107; AND the East 1/2 of Lot 16 and all of Lots 17 and 18, Block 40, NORTH HILL HIGHLANDS, a subdivision in Section 27, Township 2 South, Range 30 West, Escambia County, Florida, according to Plat in Deed Book 62, Page 244.