

CRA RESOLUTION NO. 2026-_____

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA, FLORIDA, APPROVING THE EAST TAMPA AFFORDABLE HOUSING DEVELOPMENT GRANT FUNDING AGREEMENT AND CONSTRUCTION AGREEMENT BY AND BETWEEN SAID COMMUNITY REDEVELOPMENT AGENCY ("CRA") AND CLONTS PROPERTIES, INC ("GRANT RECIPIENT") TO DEVELOP THE PROPERTY GENERALLY DESCRIBED AS 3812-3816 TEMPLE ST TAMPA, FLORIDA ("THE GRANT PARK PROPERTY") AS AFFORDABLE HOUSING ON PROPERTY LOCATED WITHIN THE BOUNDARIES OF THE EAST TAMPA COMMUNITY REDEVELOPMENT AREA; AUTHORIZING EXECUTION OF THE COMMUNITY REDEVELOPMENT GRANT FUNDING AGREEMENT BY THE CHAIR OF THE CRA AND ATTESTATION BY THE CRA SECRETARY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Clonts Properties, Inc. (the "Grant Recipient") has proposed the development of a rental residential project consisting of twelve (12) units, all of which will be designated as one hundred percent (100%) affordable housing, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Proposed Project"); and

WHEREAS, the Proposed Project will be located within the boundaries of the East Tampa Community Redevelopment Area (the "Community Redevelopment Area") as more particularly described in Exhibit "B"; and

WHEREAS, the Grant Recipient has requested financial assistance from the CRA in connection with the construction of affordable housing for the Proposed Project; and

WHEREAS, subject to the terms and conditions of this Agreement, the CRA is willing to provide financial assistance to the Grant Recipient in connection with the construction of affordable housing for the Proposed Project; and

WHEREAS, the purpose of this Agreement is to detail the respective responsibilities and obligations of the CRA and the Grant Recipient relating to the funding of the construction and completion of affordable housing for the Proposed Project.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA, FLORIDA, THAT:

Section 1. This Community Redevelopment Agency Grant Funding Agreement for Construction by and between the CRA and the Grant Recipient, is approved in the form of the copy attached hereto or in substantially similar form.

Section 2. The Chair of the CRA is authorized and empowered to execute, and the Secretary to attest to said Community Redevelopment Agency Grant Agreement in the form of the copy attached hereto or in substantially similar form.

Section 3. The CRA hereby approves and confirms the allocation of funds in a total amount not to exceed One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00), to be appropriated over a three (3) fiscal year period, to support construction cost reimbursements associated with the Proposed Project. Said funds shall be provided solely on a reimbursement basis for eligible construction costs and are appropriated in the CRA's FY 2026 budget in an amount up to Five Hundred Eighty-Three Thousand Three Hundred Thirty-Three Dollars (\$583,333.00), the CRA's FY 2027 budget in an amount up to Five Hundred Eighty-Three Thousand Three Hundred Thirty-Three Dollars (\$583,333.00), and the CRA's FY 2028 budget in an amount up to Five Hundred Eighty-Three Thousand Three Hundred Thirty-Three Dollars (\$583,333.00), for uses consistent with this Agreement and in furtherance of the affordable housing component of the Proposed Project.

Section 4. That the proper officers of the CRA and the Grant Recipient are authorized to do all things necessary and proper to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA, FLORIDA ON _____.

ATTEST:

CRA SECRETARY/DEPUTY SECRETARY

CHAIR / PRO TEM CHAIR OF THE COMMUNITY
REDEVELOPMENT AGENCY OF THE CITY OF
TAMPA, FLORIDA

APPROVED AS TO FORM:

Clifford B. Shepard

CLIFFORD B. SHEPARD
CRA ATTORNEY

EXHIBIT A
DESCRIPTION OF THE PROPOSED PROJECT

Description of the Proposed Project

The Proposed Project consists of a rental housing development comprising twelve (12) residential units, all of which will be designated as one hundred percent (100%) affordable housing. All units will be income-restricted and made available to households earning up to eighty percent (80%) of the Area Median Income (AMI), thereby expanding access to attainable rental housing within the East Tampa community.

The project is located at 3812–3816 Temple Street, Tampa, Florida 33619, within the Grant Park neighborhood of the East Tampa Community Redevelopment Area (CRA), an area identified as a priority for continued reinvestment and revitalization. The development is intended to support the CRA’s housing objectives by increasing the supply of quality, affordable housing in a neighborhood experiencing ongoing redevelopment activity.

The developer is a longtime property owner with more than thirty (30) years of presence in the Grant Park neighborhood and will retain ownership and management of the property upon completion. Construction is anticipated to commence in early Spring 2026, with an estimated development timeline of approximately eighteen (18) months. Upon completion, the project will deliver professionally managed, income-restricted rental units that contribute to housing stability and neighborhood revitalization within the East Tampa CRA.

COMMUNITY REDEVELOPMENT AGENCY
GRANT FUNDING AGREEMENT FOR CONSTRUCTION/REVITALIZATION
[CLONTS PROPERTIES•3812 - 3816 TEMPLE STREET, TAMPA, FL 33619•EAST TAMPA CRA]

THIS COMMUNITY REDEVELOPMENT AGENCY GRANT FUNDING AGREEMENT FOR CONSTRUCTION/REVITALIZATION (“Agreement”) is made and entered into this day of _____ 2026, by and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA, FLORIDA**, a body corporate and politic existing under the laws of the State of Florida (the “CRA”), whose address for purposes hereof is 306 E. Jackson Street, 2nd Floor North, Tampa, Florida 33602, and **CLONTS PROPERTIES, INC.**, a Florida Profit Corporation (the “Grant Recipient”), whose address for purposes hereof is 5212 Bayshore Blvd., Tampa, FL 33611. The **CRA** and the **Grant Recipient** are collectively referred to herein as the “**Parties**” or individually as a “**Party.**”

WITNESSETH:

WHEREAS, the Grant Recipient has proposed to redevelop parcels of real property located at 3812 - 3816 Temple Street, Tampa, FL 33619, as more particularly described in **Exhibit “A”** attached hereto and made a part hereof by this reference (the “Property”) for the purpose of the revitalization of the Property and construction of twelve (12) affordable homes (“the Project”); and

WHEREAS, the Project will be located within the boundaries of the East Tampa Community Redevelopment Area (the “Community Redevelopment Area”); and

WHEREAS, the CRA finds the Project aligns with Chapter 163, *Florida Statutes* and the East Tampa Community Redevelopment Plan by enhancing and developing the community while stimulating growth of the tax base, creating a thriving and inclusive neighborhood with workforce housing and convenient local retail establishments, fostering economic growth and creating long-term jobs and an enhanced quality of life through publicly accessible open-space common areas, and honoring the areas unique character; and

WHEREAS, the Grant Recipient has requested a grant from the CRA in an amount of \$1,750,000.00 in connection with the construction of the Project; and

WHEREAS, the CRA has TIF available from the East Tampa Community Redevelopment Area Trust Fund to provide the requested grant to the Grant Recipient for the purpose of the construction of the Project and revitalizing the Project area; and

WHEREAS, subject to the terms and conditions of this Agreement, the CRA is willing to provide the requested grant to the Grant Recipient in connection with the construction of the Project; and

WHEREAS, the purpose of this Agreement is to detail the respective responsibilities and obligations of the CRA and the Grant Recipient relating to the funding of the construction and completion of the Project.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CRA and Grant Recipient hereby agree as follows:

**ARTICLE 1.
DEFINITIONS**

1.1 Definitions. As used in this Agreement, the following terms shall have the meanings indicated:

(a) **Architect/Engineer:** The architect, architectural firm, engineer, and/or engineering firm selected by the Grant Recipient to prepare the architectural/engineering drawings and specifications for the Project, who is subject to the prior review and approval of the CRA as provided in Section 3.1, below. The Architect/Engineer must be properly licensed as such by the State of Florida and all appropriate professional and regulatory agencies, and must enter into a contract with the Grant Recipient for providing all architectural/engineering services required in connection with the Project including, without limitation, the requirements contained in this Agreement.

(b) **Grant Recipient's Funds:** All funds necessary for Completion of the Improvements constituting the Project, less the CRA Funds, including, without limitation: (i) the amount by which the Construction Contract and all other Hard Costs required to complete the Project exceed the CRA Funds; (ii) the cost of any Plan Change, as defined herein; (iii) the Completion Deposit due (if any required by the CRA); and (iv) any and all Soft Costs [as defined in Paragraph 1.1 herein] associated with the planning, permitting, construction, completion and furnishing of the Project.

(c) **Completion of Improvements:** Lien-free completion of the Improvements constituting the Project in accordance with the Plans [as defined in Paragraph 1.1 herein], such completion being evidenced to the reasonable satisfaction of the CRA by compliance with all applicable legal requirements authorizing occupancy and use of the Improvements, including all necessary certificates of occupancy (or their equivalent), a certificate from the Architect/Engineer or the Independent Supervising Architect/Engineer [as defined in Paragraph 1.1 herein] that the Improvements have been completed in substantial accordance and compliance with the Plans, an Affidavit and full release of liens in recordable form from the General Contractor [as defined in Paragraph 1.1 herein] and, upon request of the

CRA, any other contractors or subcontractors who have performed work on, or furnished materials for the Improvements.

(d) **Construction Contract:** The Construction Contract is the contract or agreement by and between the Grant Recipient and the General Contractor [as defined in Paragraph 1.1 herein] for the competition of the Project and shall be subject to the prior review and approval of the CRA as provided in Section 3.1 below and must comply with all requirements contained in this Agreement and all applicable laws, rules, and regulations.

(f) **CRA Funds:** Subject to the terms hereof, the sole financial contribution of the CRA shall be tax increment revenues from the trust fund(s) for the East Tampa Community Redevelopment Area in the total amount of \$1,750,000.00 subject to being decreased for any out-pocket expenses or costs incurred by the CRA in connection with this Agreement or the Project or as otherwise provided in this Agreement.

(g) **Event of Default:** Any happening or occurrence described in Article 9 and/or Article 11 below.

(h) **General Contractor:** A properly licensed and experienced general contractor selected and engaged by the Grant Recipient to serve as the general contractor and/or construction manager to construct the Improvements constituting the Project or any part thereof. The General Contractor shall be subject to the prior reasonable review and reasonable approval of the CRA as provided in Sections 3.1 and other requirements contained herein. Such review and decision will take place within ten (10) business days of written submission from Grant Recipient to the CRA. For purposes hereof, "business days" are days when the offices of the City and CRA are open to the public during normal working hours, it being understood that weekends and City holidays are expressly excluded.

(i) **Governmental Authority:** All courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever for any governmental unit (federal state, county, district, municipal, city or otherwise) whether now or hereafter in existence.

(j) **Guaranty(ies):** That or those instruments or agreements of guaranty, guaranty and completion, or otherwise (individually and/or collectively, as the context may require), now or hereafter in effect, from one or more guarantors ("Guarantor(s)") in favor of the CRA or one or more financial institutions providing a loan in connection with the Project or otherwise constituting part of the Indebtedness [as defined in Paragraph 1.1 herein] guaranteeing the Completion of Improvements.

(k) **Hard Costs:** All costs required to be paid to the General Contractor or to a third party (other than the Grant Recipient or any affiliate) for labor, time and materials contemplated or set forth in the Construction Contract for the completion of all Improvements constituting the Project including any and all work to be performed by any

of the subcontractors. Additional Hard Costs associated with Plan Changes [as defined in Paragraph 1.1 herein] shall be paid exclusively by the Grant Recipient.

(l) **Land:** The parcels of real estate on which the Project is being constructed with street addresses of 3812 - 3816 Temple Street, Tampa, FL 33619, as more particularly described in **Exhibit “A”** attached hereto and made a part hereof by this reference (also referred to herein as the “Property”).

(m) **Improvements:** The improvements described in the Plans as defined in Paragraph 1.1 (t) and included in the scope of the Construction Contract as may be modified by permitted Plan Changes [as defined in Paragraph 1.1 herein] and being generally described as the “Project.”

(n) **Indebtedness:** The principal of, interest on and all other amounts, payments and premiums due under any note, mortgage or credit facility and any and all other documents now or hereafter executed by the Grant Recipient or any other person or party on behalf of the Grant Recipient in connection with any loan, mortgage or credit facility obtained by the Grant Recipient to provide the Grant Recipient’s Funds.

(o) **Independent Supervising Architect/Engineer:** An architect/engineer selected, engaged, and retained by the CRA, as deemed necessary by the CRA in its sole opinion, to supervise construction of and inspect the Improvements on behalf of the CRA. The Independent Supervising Architect/Engineer may be the City Architect/Engineer if agreed to by the CRA and the City.

(p) **Commitment(s)/Loan Commitment(s):** One or more agreements, if any, between the Grant Recipient and either: (i) an individual or other entity agreeing to make a charitable donation for the construction of the Project; or (ii) an agreement with a financial institution or lender (“Lender”) acceptable to the CRA providing for a portion of the Grant Recipient’s Funds [as defined in Paragraph 1.1 herein] upon terms and conditions acceptable to the CRA and available for use to pay for the Completion of Improvements [as defined in Paragraph 1.1 herein] (also defined herein as “Loan Commitment”). If there is no Commitment currently in effect or if a Commitment is executed after the date of this Agreement, then the provisions of this Agreement pertaining thereto shall become effective at such time as there is such an effective Commitment.

(q) **Obligations:** All of the covenants, warranties, representations and other obligations made or undertaken by the Grant Recipient or any Guarantor or any other person or party set forth in any Commitment, or any or all other documents now or hereafter executed by the Grant Recipient or any other party or person in connection with any loan(s) provided to insure payment of the Grant Recipient’s Funds for construction of the Improvements.

(r) **Plans:** All contracts and agreements, written or oral, between Architect/Engineer and the Grant Recipient, together with the final plans and specifications, shop drawings and other technical descriptions prepared, for the construction of the Improvements, a true and correct original counterpart of all of which shall be delivered to the CRA.

(s) **Plan Change:** Any material modifications, amendments, or changes to the Plans, including change orders, made by or on behalf of the Grant Recipient after the Plans have been submitted to and approved by the CRA.

(t) **Soft Costs:** All costs, fees and expenses due to the Architect/Engineer, any engineering fees, construction management fees, plan review fees, permit fees, contingency deposits, insurance premiums, costs or fees due for survey or geotechnical services, insurance premiums, the cost of required bonds, fees for owner's representative services or monitoring, allowances and costs for furniture, furnishing and equipment (commonly referred to as "FF&E"), any internal costs or fees incurred by the Grant Recipient (including, without limitation, any salary or overtime incurred by an employee of the Grant Recipient), and all other costs or fees not related to the actual construction of the Improvements, or which would otherwise be generally be considered "soft costs."

**ARTICLE 2.
FINDINGS OF COMPLIANCE WITH
THE COMMUNITY REDEVELOPMENT ACT
AND COMMUNITY REDEVELOPMENT PLAN**

2.1 Compliance with the Florida Community Redevelopment Act and Community Redevelopment Plan:

(a) Section 163.387(6)(c), *Florida Statutes*, states that the annual budget of a community redevelopment agency may provide for the payment of expenses that are necessary to exercise the powers granted under Section 163.370, *Florida Statutes*, as delegated under Section 163.358, *Florida Statutes*. Per Section 163.358, *Florida Statutes*, the City has delegated the powers granted to it in Section 163.370, *Florida Statutes*, to the CRA.

(b) The adopted Community Redevelopment Plan for the East Tampa Community Redevelopment Area specifically identifies: the construction of affordable housing and the rehabilitation of existing housing stock as priority redevelopment activities. The Plan states that the public participation process and Existing Conditions Study "strongly indicated a need for the construction of affordable housing in East Tampa and the rehabilitation of existing housing," and recognizes that tax increment revenues may

be used to support housing development and rehabilitation programs (East Tampa Community Redevelopment Plan, *Affordable Housing Section*, p. 8).

(c) Based on the foregoing statements contained in paragraphs 2.1(a) and 2.1(b) above, which are true and correct, the CRA and the Grant Recipient agree and confirm that this Agreement complies with both the Florida Community Redevelopment Act, as amended, and the adopted Community Redevelopment Plan for the Community Redevelopment Area. It is also agreed that the expenditure of funds in connection with the Project is a proper expenditure of public funds since the purpose of the Project is to: enhance and develop the community while stimulating growth of the tax base, create a thriving and inclusive neighborhood with workforce housing and convenient local retail establishments, foster economic growth and create long-term jobs and an enhanced quality of life through publicly accessible open-space common areas, and honor the areas unique character.

ARTICLE 3.
CONDITIONS PRECEDENT TO
CRA'S OBLIGATIONS UNDER THIS AGREEMENT

3.1 Conditions Precedent: Notwithstanding any provision herein to the contrary, the CRA's obligation to expend any CRA Funds for the construction of any Improvements constituting the Project is contingent upon satisfaction of each of the following "Conditions Precedent" being satisfied on or before when building permits are issued by the City for the Project (the "Conditions Precedent Satisfaction Date"):

(a) Evidence satisfactory to the CRA Director that the Grant Recipient: (i) has full fee title to the Property; (ii) is the sole party responsible for the ownership, completion and operation of the Project; and (iii) has the requisite authority to enter into the Agreement;

(b) Submission of the final, detailed Plans for the Improvements by the Grant Recipient to the CRA, and approval of the same by the CRA, which approval shall not be unreasonably withheld, delayed or denied so long as the Plans are consistent with the description and scope of the Project as set forth in this Agreement and the approved budget for the Project;

(c) Submission of the Construction Contract to the CRA duly executed by the General Contractor and the Grant Recipient, and approval of the same by the CRA, which approval shall not be unreasonably withheld, delayed or denied so long as the Construction Contract and the General Contractor are consistent with the terms, conditions and requirements contained in this Agreement;

(d) A certificate from the Architect/Engineer stating that and, if the CRA elects, the Independent Supervising Architect/Engineer, the Plans have been reviewed by him, her

or them and that he, she or they have no knowledge that would cause he, she or them to believe that the Construction Contract does not satisfactorily provide for the Completion of the Improvements;

(e) Submission of the final budget for the Project to the CRA, and approval of the same by the CRA, which approval shall not be unreasonably withheld, delayed or denied so long as the CRA Funds together with the Grant Recipient's Funds currently on hand together and/or Commitment(s) are sufficient to fund the construction of the Project, it being understood that the final budget shall be based on and reflect the approved Plans, Construction Contract, any other Hard Costs for the construction of the Improvements, together with fees and expenses considered Soft Costs associated with the Project;

(f) Evidence satisfactory to the CRA that the Grant Recipient has cash on hand or Commitments from donors (other than the CRA) or lenders acceptable to the CRA, to cover to cover all of the Grant Recipient' Costs for the Project, it being expressly understood that the Grant Recipient must demonstrate to the satisfaction of the CRA Director that the Grant Recipient has the necessary financial resources necessary for the timely Completion of the Project and the payment of all costs contemplated in the final approved budget(s) for the Project less the CRA Funds committed to the Project;

(g) The issuance of all authorizations, approvals and permits of any kind or nature, which are required from any Governmental Authority in connection with the construction, funding and proposed use of the Project;

(h) If required by City Code, the approval and execution of a Community Benefits Agreement by the Grant Recipient;

(i) Execution and recordation of covenants and restrictions affecting the Land by the Grant Recipient in favor of the CRA in a form and content as provided in **Exhibit "B"** to this Agreement;

(j) The issuance of all authorizations, approvals and permits of any kind or nature, which are required from any Governmental Authority in connection with the construction, funding and proposed use of the Improvements constituting the Project; and

If the above-referenced Conditions Precedent are not satisfied on or before the aforementioned Conditions Precedent Satisfaction Date, then this Agreement shall terminate, and the parties shall be relieved of any further obligations under this Agreement.

ARTICLE 4.
GRANT RECIPIENT'S WARRANTIES AND REPRESENTATIONS

Grant Recipient respectively hereby unconditionally warrants and represents unto the CRA as follows:

4.1 Information. Any and all information, reports, papers, requests, and other data (including, without limiting the generality of the foregoing, any and all balance sheets, fund-raising Plans, Loan Commitment(s), budgets, disbursement requests, statements of income or loss, reconciliation of surplus and financial data of any other kind) heretofore furnished, or to be furnished to the CRA by or on behalf of Grant Recipient, are, or when delivered will be, true and correct in all material respects; all financial data have been, or when delivered will have been, prepared in accordance with generally accepted accounting principles consistently applied and fully and accurately present, or will present, the financial condition of the subjects thereof as of the dates thereof; and with respect to the financial data heretofore furnished, no materially adverse change has occurred in the financial condition reflected therein since the dates thereof.

4.2 Validity of Documents. All actions by the Grant Recipient, respectively, requisite for the due authorization, creation, issuance, execution and delivery of this Agreement, the Construction Contract and any other document with respect to the design, permitting and construction of the Improvements together with any loan obtained now or in the future to pay the Grant Recipient's Funds, has been or will be duly and effectively taken, and each such document shall constitute a legal and binding obligation of, and is valid and enforceable against Grant Recipient in accordance with the terms thereof.

4.3 Compliance with All Applicable Laws and Requirements. The design, permitting, funding, construction, and operation of the Project by the Grant Recipient shall comply with all applicable laws, permitting requirements and authorizations required or issued by any Governmental Authority. Without limiting the foregoing provision, the Grant Recipient represents and warrants that it shall comply with the City's Code of Ethics (Chapter 2, Article VIII, City Code) in connection with the design, funding, construction, and operation of the Project. In addition, pursuant to the City's Ethics Code, the Grant Recipient acknowledges and agrees that no officer or employee of the City or the CRA, nor any member of their immediate family or close personal relation, either individually or through any firm of which they are a member, or through any corporation of which they are a stockholder, or through any business entity of which they have a controlling financial interest, shall receive any substantial benefit or profit out of this Agreement, or have any direct or indirect financial interest in effecting this Agreement.

4.4 No Discrimination. The Grant Recipient hereby assures the CRA, that the Grant Recipient is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that the Grant Recipient does not discriminate in any form or manner in employment or in contracting on the grounds of race, color, national origin, religion, sex, sexual orientation, gender identity or

expression, age, disability, familial status, or marital status. In addition, the Grant Recipient hereby represents and warrants that the General Contractor selected and engaged to construct the Project shall also comply with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992 and the City of Tampa Code of Ordinances, Chapter 12 in connection with employment of persons and the award of subcontracts in connection with the construction of the Project.

4.5 Representations and Warranties Continue. All warranties and representations above shall be deemed to be continuing and shall remain true and correct in all material respects until the Completion of Improvements. All Grant Recipient covenants herein shall survive any exercise of any remedy by the CRA hereunder. It shall, at the option of the CRA, be an Event of Default hereunder should any of the representations or warranties be or become materially untrue or misleading.

ARTICLE 5. COVENANTS AND AGREEMENTS OF THE GRANT RECIPIENT

The Grant Recipient respectively hereby unconditionally covenants and agrees with the CRA as follows:

5.1 Construction of Improvements and Funding. The Grant Recipient agrees that until each and every one of the “conditions precedent” in Section 3.1 of this Agreement have been satisfied the CRA shall have no obligation to provide all or any portion of the CRA Funds for the Project and that the construction of the Project shall not commence until such “conditions precedent” have satisfied. Thereafter, the Grant Recipient shall insure the Improvements will be completed in a good and workmanlike manner in conformance with the Plans, all applicable legal requirements, permits issued for the Project and the provisions of this Agreement, on or before the completion date established by the Construction Contract and free and clear from all liens, or claims for liens. Without limiting the foregoing, it is expressly understood and agreed that (i) construction of the Improvements shall not be commenced unless and until the Grant Recipient has furnished evidence satisfactory to the CRA that the Grant Recipient has cash on hand or Commitments to immediately cover at least 50% of the Hard Costs and Soft Costs associated with the construction of the Project; and (ii) evidence that the Grant Recipient has Loan Commitment(s) from one or more financial institution(s) or foundation(s) necessary to provide the remaining share of the Grant Recipient’s Funds necessary for Completion of the Improvements and the payment of all costs contemplated in the final budget for the Project less the CRA Funds committed to the Project. The Grant Recipient’s Funds shall be placed in a separate account and the Grant Recipient shall provide monthly updates to the CRA regarding the amount of Grant Recipient’s Funds currently available to fund the construction of the Improvements.

5.2 Plan Changes. After the final Plans have been furnished to and approved by the CRA, no Plan Changes or changes of a material nature including, without limitation, change orders in excess of \$10,000.00, which are not otherwise as permitted and fully funded construction

contingencies, will be made to them by, or be permitted to be made to them by the Grant Recipient or any Architect/Engineer or any other person or entity without the prior written approval by the CRA. The CRA's approval of any Plan Changes shall be conditioned upon: (a) the CRA receiving assurances from the Architect/Engineer and the Independent Supervising Architect/Engineer (if deemed necessary by the CRA), that said Plan Changes are in conformance with any and all applicable legal and permitting requirements, including, without limitation, the Florida Building Code, and that the changes will in no way negatively affect the structural integrity of the Proposed Improvements; and (b) the immediate payment or evidence of funding by the Grant Recipient of all costs, fees or expenses associated with any such Plan Change, including, but not limited to, any delay costs or expenses or other charges, fees or costs associated with restaffing and completing such Plan Change. If the foregoing conditions are not satisfied, the CRA shall not be required to approve such Plan Change and the CRA may require that the construction of the Improvements will continue to completion without such a Plan Change.

5.3 Construction Disbursements and Costs. Unless otherwise permitted by the CRA Director and subject to the conditions described in Articles 7 and 8, all payments for Hard Costs required under the Construction Contract shall be made first from the Grant Recipient's Funds then available and then last from the CRA Funds as reimbursement for Hard Costs incurred for work completed in connection with the construction of the Project. Notwithstanding any provision in this Agreement to the contrary, in no event shall the CRA be responsible for paying more than \$1,750,000.00 of the total Hard Costs associated with the construction of the Project. In addition, the Grant Recipient shall be solely responsible for paying any fees and costs resulting from Plan Changes or change orders as allowed under this Agreement and for any Soft Costs associated with the construction of the Project. All disbursements of CRA Funds shall occur in accordance with the schedule of allocation of CRA funds attached hereto as **Exhibit "C"** and in compliance with Articles 7 and 8 of this Agreement. The payment of all costs and fees associated with the construction of the Project in excess of the CRA Funds as provided in this Agreement shall be the sole and exclusive responsibility of the Grant Recipient.

5.4 Recognition of the CRA. Upon Completion of Improvements and payment of the CRA Funds for the Project, the financial contribution of the CRA to the completion of the Project shall be permanently recognized by the Grant Recipient as more particularly described in **Exhibit "D"** attached hereto and made a part hereof by this reference. Such recognition shall be permanent and shall not be removed or altered by the Grant Recipient without the prior written consent of the CRA.

5.5 After completion of the Project, the Project will be operated and maintained for those purposes and for a defined period as provided in the Declaration of Covenants and Restrictions attached hereto as **Exhibit "B,"** which will be executed and recorded in the Public Records of Hillsborough County, Florida.

5.6 Public Records. The Grant Recipient agrees to comply with Florida's Public Records Law in connection with this Agreement, and specifically will: (1) keep and maintain

public records that are required or ordinarily and necessarily would be required by the CRA under this Agreement for the funding of the construction of the Project; (2) provide the public with access to public records on the same terms and conditions that the CRA and the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records, and transfer, at no cost, to the CRA all public records in possession of the Grant Recipient upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CRA in a format that is compatible with the information technology systems of the City.

IF THE GRANT RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OFFICE OF THE CITY ATTORNEY AT (813) 274-8996, SCOTT.STEADY@TAMPAGOV.NET, AND MAILING ADDRESS OF OFFICE OF THE CITY ATTORNEY, OLD CITY HALL, 5TH FLOOR, 315 E. KENNEDY BLVD., TAMPA, FL 33602.

5.7 Audit. The CRA or its authorized representative shall have access to, and the right to audit, examine, or reproduce, the financial books and records of the Grant Recipient related to its performance of this Agreement. The Grant Recipient must retain all such records for a minimum period of six (6) years from the date of termination of this Agreement, including any renewal or extension hereof, or for such longer period of time as required by federal or state law or in connection with the completion of any audit in progress. The Grant Recipient must keep all financial records in a manner consistent with generally accepted accounting principles. Access must be provided to the CRA or its agents during normal business hours to review the requested records no later than ten (10) calendar days after the written request is made by the CRA or its authorized representative. The Construction Contract shall also include the same right to audit the records of the General Contractor in connection with the Construction Contract and the Project in favor of the CRA.

5.8 Indemnification and Hold Harmless. The Grant Recipient hereby releases and agrees to defend, indemnify, and hold harmless the CRA, the City of Tampa, together with the officers, elected and appointed officials, and employees of the CRA and/or the City from and against any and all liabilities, claims, suits, damages, charges, or expenses (including attorney's fees, whether in preparation of, at trial or on appeal), which either the CRA or the City may suffer, sustain, incur, or in any way be subjected to by reason or as a result of any act on the part of the Grant Recipient, the Architect/Engineer, the General Contractor, their agents or employees, in the execution or performance of the obligations assumed under or incidental to, the design, permitting and construction of the Improvements constituting the Project, except when caused by the fault, failure, or negligence of the CRA, the City, or one of their agents or employees. To the extent that

this Agreement is considered a construction contract, this Section shall be limited to the provisions of Section 725.06, *Florida Statutes*, with the greater of \$1 Million Dollars or a sum equal to the total amount that the CRA has agreed to fund (\$1,750,000.00) under this Agreement as the monetary limitation on the extent of the indemnification.

5.9 Construction Contract. The Construction Contract shall comply with all terms, conditions and requirements contained elsewhere in this Agreement. In addition, the Construction Contract will require the General Contractor to comply with all applicable laws, codes, ordinances, permitting requirements or agreements pertaining to the construction of the Project. Without limiting the foregoing provision, the General Contractor must agree to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Construction Contract for the services specified in the award/contract. The General Contractor must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Construction Contract. Both the General Contractor and the selected subcontractors must provide the Grant Recipient with an affidavit stating that the General Contractor and/or its subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Grant Recipient shall maintain a copy of such affidavits until the Completion of Improvements.

5.10 Soft Costs. All Soft Costs associated with the Project shall be paid solely from the Grant Recipient's Funds or by the Grant Recipient. The Grant Recipient must prove to the reasonable satisfaction of the CRA that Grant Recipient's Funds include the funds necessary to pay for all the FF&E and other Soft Costs associated with the Project.

ARTICLE 6. ASSIGNMENT OF ALL PROJECT DOCUMENTS TO CRA

6.1 Assignment of Plans; Agreement with Architect/Engineer; Construction Contract; Permits and Authorizations. The Grant Recipient hereby agrees that upon request of the CRA, at the CRA's sole and absolute discretion, after delivery of notice of any Event of Default by the CRA as hereinafter provided, which Event of Default has not been adequately cured by the Grant Recipient, and the voluntary election of the CRA to complete the Improvements pursuant to Section 10.1 of this Agreement, that the Grant Recipient shall transfer and assign to the CRA all of their respective rights, title and interest in and to the Plans, governmental permits and authorizations associated with the Project, any agreement with the Architect/Engineer, the Construction Contract, donations, Loan Commitment(s) and any and all other agreements of any kind or nature related to the design, permitting, funding and construction of the Project (collectively, the "Project Documents"). In connection therewith, it is expressly understood and agreed that: (a) the CRA may use the Project Documents for any purpose relating to the construction of the Improvements, including, but not limited to the Completion of Improvements; (b) the CRA's acceptance of any such assignment shall not constitute approval of all or any of the

Project Documents by the CRA; (c) the CRA has no liability or obligation whatsoever in connection with the Project Documents and no responsibility for the adequacy thereof; and (d) this assignment shall inure to the benefit of the CRA, its successors and assigns, including the City or any grantee under an agreement or document of conveyance from the CRA or the City and any corporation formed by or on behalf of the CRA or the City which assumes the CRA's rights and obligations under this Agreement.

ARTICLE 7. CRA'S COMMITMENT

7.1 Budget & Appropriation of CRA Funds. Provided that such expenditure is permitted by Florida Statutes and that the Grant Recipient has fulfilled all of the conditions precedent as set forth in Section 3.1 of this Agreement (including the Conditions Precedent Satisfaction Date, as it may be extended by the CRA Director) and is otherwise in compliance with all other terms and conditions contained herein, then, subject to the limitations as hereinafter set forth, the CRA covenants and agrees to budget and appropriate the CRA Funds as a Grant to pay a portion of the Hard Costs associated with the construction of the Project as provided in this Agreement from the community redevelopment trust fund for the Redevelopment Area in which the Land is located.

7.2 Limitations. In connection with this Agreement, the Parties agree as follows:

a. The CRA's fiscal year commences on October 1 and ends on September 30 of each calendar year. If the Grant Recipient is unable to fully comply with the terms of this Agreement for the complete disbursement of CRA Funds in the 2026 Fiscal Year, then, so long as the Grant Recipient is not in default under this Agreement, the CRA will in good faith attempt to budget and appropriate any unused portion of the CRA Funds identified in this Agreement for disbursement for the purposes consistent with this Agreement and the Grant in the following fiscal year(s). However, the CRA is under no legal obligation to budget and appropriate the CRA Funds (or any portion thereof) in any future fiscal years for the Grant; and if the CRA Funds (or any unused portion thereof) are not budgeted and appropriated for the Grant in any future fiscal year by the CRA, then the Grant and this Agreement shall terminate, and the Parties shall be relieved of any further obligation hereunder.

b. Notwithstanding any provision herein to the contrary, the CRA may limit, suspend or terminate this Grant and the obligation to provide all or some of the CRA Funds in any future fiscal year without any liability to the Grant Recipient in the event that the CRA's Annual Budget for a future fiscal year includes a reduction or an elimination of CRA Funds for the CRA Grant Eligible Projects under this Agreement. However, in such an event the CRA shall: (i) provide written notice of the same to the Grant Recipient, and (ii) will work in good faith with the Grant Recipient to identify substitute funding for the CRA Grant Eligible Projects.

c. The CRA shall be under no obligation to disburse CRA Funds if the Grant Recipient is either in default under this Agreement or cannot demonstrate to the reasonable satisfaction of the CRA Director that the Grant Recipient has sufficient Grant Recipient's Funds to complete the construction of the Project including all related Soft Costs.

ARTICLE 8.
CRA REQUIREMENTS FOR CONSTRUCTION
DISBURSEMENT REQUESTS

8.1 Disbursement Requirements. The CRA's obligation to pay all or a portion of the CRA Funds as set forth in Section 6.1 of this Agreement shall be contingent upon the continued legality of the expenditure under Florida Statutes and compliance with all the following requirements:

- (a) The Grant Recipient shall provide the CRA Director with regular updates (at least every quarter) regarding: (i) Commitments received from sources other than the CRA for the construction of the Project; (ii) the total amount of Grant Recipient's Funds raised or legally committed for the Project; (iii) any changes in the final budget for the Project (after approval by the CRA Director); (iv) any Plan Changes (after approval of the Plans as provided herein); and (v) the anticipated date when the CRA Funds will be required in connection with the payment of the Project's Hard Costs; and
- (b) The Grant Recipient shall not submit more than one (1) request for progress payments of Hard Costs for work performed or labor and materials provided under the Construction Contract in connection with the construction of the Improvements during any thirty (30) day period ("Disbursement Request"); and
- (c) The General Contractor and, if the CRA requests, the Architect/Engineer and/or Independent Supervising Architect/Engineer shall have executed, or caused to be executed, and delivered to the CRA, the Grant Recipient and any Lender(s) the Disbursement Request in writing and in a form acceptable to the CRA with the necessary supporting data (including, without limitation, bills for services or material provided, subcontracts, and/or payment receipts) referred to therein; and
- (d) The Grant Recipient must demonstrate to the reasonable satisfaction of the CRA Director that: (i) the Grant Recipient's Funds have been used first to pay for the construction of the Project; (ii) the request is for reimbursement of Hard Costs, solely, for work completed in connection with the Project; and (iii) the Grant Recipient has cash on hand or access to sufficient Grant Recipient's Funds necessary to complete the construction of the Project and the payment of all Hard Costs and Soft Costs associated with the Project not paid with the CRA Funds; and

- (e) The issuance of a certificate from the General Contractor and, if the CRA elects, the Architect/Engineer and/or the Independent Supervising Architect/Engineer that, in their opinion, the construction of the Improvements theretofore performed has been in substantial accordance with the Plans and that the Completion of Improvements shall occur on or before the completion date set forth in the Construction Contract; and
- (f) The provision of lien waivers or releases (in recordable form) from all contractors, subcontractors, laborers, and materialmen employed or furnishing materials in connection with the construction of the Improvements; and
- (g) No Event of Default shall exist hereunder or under any other agreement between Grant Recipient and the City or the CRA;
- (h) In the good faith judgment of the CRA, the sum of the unadvanced CRA Funds and the Grant Recipient's Funds are sufficient to complete the Improvements in substantial accordance with the Plans and this Agreement; and
- (i) No order or decree in any court of competent jurisdiction exists enjoining the construction of the Improvements or enjoining or prohibiting the Grant Recipient or the CRA or any of them from performing their respective obligations under this Agreement.

8.2 Notice of Disapproval. The CRA shall provide the Grant Recipient with prompt written notice if the CRA believes that any of the foregoing disbursement requirements contained in Section 8.1 have not been satisfied.

8.3 Third-Party Beneficiaries. All conditions precedent to the CRA's obligation to make advances hereunder are imposed solely and exclusively for the benefit of the CRA and the Grant Recipient. No person or entity other than the CRA or Grant Recipient shall have any standing to require satisfaction of such conditions or be entitled to assume that the CRA will refuse to make advances absent strict compliance therewith, and any or all such conditions may be freely waived (in whole or in part) by the CRA at any time or times.

ARTICLE 9. EVENTS OF DEFAULT BY THE GRANT RECIPIENT

Each of the following shall constitute an "Event of Default" or a "default" by the Grant Recipient hereunder:

9.1 Conditions and Requirements of Agreement. If, at any time, the Grant Recipient is unable to satisfy any condition, requirement or cure any circumstance specified in Articles 4 and 5 above, and such inability continues for a period in excess of thirty (30) days.

9.2 Voluntary Bankruptcy. If the Grant Recipient or any Guarantor of the Project shall (a) voluntarily be adjudicated as bankrupt or insolvent, (b) file any petition or commence any case or proceeding under any provision or chapter of the Federal Bankruptcy Code or any other federal or state law relating to insolvency, bankruptcy, rehabilitation, liquidation or reorganization, (c) make a general assignment for the benefit of creditors, (d) have an order for relief entered under the Federal Bankruptcy Code with respect to it or him, (e) convene a meeting of its or his creditors, or any class thereof, for the purpose of effecting a moratorium upon or extension or composition of its or his debts, (f) fail to pay its or his debts as they mature, (g) admit in writing that it or he is unable to pay its or his debts as they mature or generally not pay its or his debts as they mature, or (h) become insolvent.

9.3 Involuntary Bankruptcy. If (a) a petition is filed or any case or proceeding described in Paragraph 9.2 above is commenced against the Grant Recipient or any Guarantor or, if any Guarantor is a partnership, joint venture, trust or other type of business association, against any of the parties comprising any Guarantor, or against the assets of any such persons or entities, unless such petition and the case or proceeding initiated thereby is dismissed within sixty (60) days from the date of the filing, (b) an answer is filed by the Grant Recipient, or any Guarantor or, if any Guarantor is a partnership, joint venture, trust or other type of business association, by any of the parties comprising any Guarantor, admitting the allegations of any such petition, or (c) a court of competent jurisdiction enters an order, judgment or decree appointing, without the consent of the Grant Recipient or any Guarantor, or, any Guarantor is a partnership, joint venture, trust or other type of business association, of any of the parties comprising any Guarantor, a custodian, trustee, agent or receiver for it or him, or for all or any part of its or his property, or authorizing the taking possession by a custodian, trustee, agent or receiver of it or him, or all or any part of its or his property unless such appointment is vacated or dismissed or such possession is terminated within sixty (60) days from the date of such appointment or commencement of such possession, but not later than five (5) days before the proposed sale of any assets of the Grant Recipient or any Guarantor, of, if any Guarantor is a partnership, joint venture, trust or other business association, of any of the parties comprising any Guarantor, by such custodian, trustee, agent or receiver, other than in the ordinary course of the business of the Grant Recipient or any Guarantor.

9.4 Failure to Pay Amounts When Due. If the Grant Recipient shall fail, refuse or neglect to pay, in full, any payment when due: (i) under the Construction Contract; (ii) pursuant to a Plan Change; (iii) a Completion Deposit, if and when the same shall become due; (iv) any advance payment of CRA Funds required in connection with an approved Construction Disbursement as provided in this Agreement; or (v) any other sum required to be paid to a third party (such as a Lender) in connection with the construction of the Project and the Completion of Improvements other than payment of the CRA Funds as provided for herein.

9.5 Non-Performance of Non-Monetary Obligations. If the Grant Recipient shall fail, refuse or neglect to perform and discharge fully and timely any of non-monetary obligations of either hereunder (i.e. other than a payment due under Section 9.4 above), as and when called

for and such failure, refusal or neglect shall either be incurable or, if curable, shall remain uncured for a period of fifteen (15) days after the earlier of (i) the date the CRA gives written notice thereof or (ii) the date upon which the Grant Recipient had actual knowledge of the obligations to be performed; provided, however, that if such default is curable but requires work to be performed, acts to be done or conditions to be remedied which, by their nature, cannot be performed, done or remedied, as the case may be, within such fifteen (15)-day period, no Event of Default shall be deemed to have occurred if the Grant Recipient commences same within such fifteen (15)-day period and thereafter diligently and continuously prosecutes the same to completion within sixty (60) days after the earlier of such notice or the date of actual knowledge. The right to cure provided herein shall only apply to non-monetary obligations of the Grant Recipient hereunder not otherwise addressed elsewhere in this Article 9.

9.6 False Representations. If any representation, statement or warranty made by the Grant Recipient, any Guarantor or others in, under or pursuant to this Agreement, any Guaranty, affidavit, or other instrument executed as required or in connection herewith shall be false or misleading in any material respect, as of the date hereof, or shall become so at any time prior to the full performance hereunder.

9.7 Destruction of Improvements. If the Improvements are demolished, destroyed, or substantially damaged so that (in the CRA's reasonable judgment) same cannot be restored or rebuilt with available funds to the condition existing immediately prior to such demolition, destruction, or damage within a reasonable period.

9.8 Material Adverse Change in Financial Condition. If the CRA reasonably determines, after providing the Grant Recipient thirty (30) days advance written notice and an opportunity to respond, that the likelihood of payment of the Grant Recipient's Funds, when required, or performance of the other requirements hereunder is threatened by reason of a material adverse change in the financial condition or credit standing of the Grant Recipient or any Guarantor.

ARTICLE 10. CRA'S REMEDIES

10.1 Rights, Remedies and Recourses. Upon the happening of any Event of Default as described in Article 9 that has not been timely cured, the CRA shall have all rights, remedies and recourses available to it at law or in equity, including specifically, but without limitation, the right, at the CRA's sole option to any or all of the following: (a) to use any funds of the Grant Recipient, including the Grant Recipient's Funds, the Completion Deposit (if any) and any sums which may remain unadvanced hereunder, to complete the Improvements or otherwise to set off against any funds due from the CRA to the Grant Recipient under this Agreement; (b) to make such changes in and revisions to the Plans as the CRA may deem desirable; (c) to prosecute and defend all actions or proceedings relating to the construction of the Improvements; (d) to pay, settle or compromise all existing bills and claims which are or may be liens against the Land, or may be

necessary or desirable for the completion of the Improvements or the clearance of title; (e) to execute in the Grant Recipient's name all applications, certificates and other instruments which may be required by the Construction Contract or any other agreements or instruments related thereto; (f) to do any and every act with respect to the construction of the Improvements which the Grant Recipient may do in its own behalf; (g) to employ such contractors, subcontractors, agents, attorneys, architects, accountants, watchmen and inspectors as the CRA may deem desirable to accomplish any of the above purposes; (h) to have an immediate right to damages in an amount which is equal to the sum necessary to complete construction of the Improvements in the manner specified in this Agreement, as such sum may be established by construction contracts, appraisals, or other competent evidence, less the sum equal to the undisbursed balance of any CRA Funds as provided herein; and/or G) to complete construction of the Improvements in the manner specified in this Agreement by or through any agent, contractor or subcontractor of its selection, but without any obligation to do so, and to recover from the Grant Recipient, or any Guarantor, as damages the amount of any and all expenditures made in connection with such completion of construction by the CRA. For these purposes, the Grant Recipient hereby constitutes and appoints the CRA its true and lawful attorney-in-fact with full power of substitution to be coupled with an interest and shall be irrevocable. All sums expended by the CRA for any of the above purposes shall be deemed to be advances hereunder the replacement and/or repayment of which shall be secured by this Agreement.

10.2 Cessation of the CRA's Obligations. Upon the happening of any such Event of Default by the Grant Recipient as described in Article 9, all obligations (if any) of the CRA hereunder, including specifically any obligation to advance any CRA Funds hereunder towards the payment of Hard Costs for construction of the Project or Completion of Improvements shall immediately cease and terminate.

ARTICLE 11. EVENTS OF DEFAULT BY THE CRA

Each of the following shall constitute an "Event of Default" by the CRA hereunder:

11.1 Non-Payment of CRA Funds. If the Grant Recipient is not in default hereunder and the CRA fails to disburse the CRA Funds as provided for in this Agreement.

11.2 Performance of Non-Monetary Obligations. If the CRA shall fail, refuse or neglect to perform and discharge fully and timely any of the CRA's non-monetary obligations due hereunder, as and when called for and such failure, refusal or neglect shall either be incurable or, if curable, shall remain uncured for a period of fifteen (15) days after the earlier of (i) the date the Grant Recipient gives written notice thereof or (ii) the date upon which the CRA had actual knowledge of the obligations to be performed; provided, however, that if such default is curable but requires work to be performed, acts to be done or conditions to be remedied which, by their nature, cannot be performed, done or remedied, as the case may be, within such fifteen (15)-day period, no Event of Default shall be deemed to have occurred if the CRA commences same within

such fifteen (15)-day period and thereafter diligently and continuously prosecutes the same to completion within sixty (60) days after the earlier of such notice or the date of actual knowledge. The right to cure provided herein shall only apply to non-monetary obligations hereunder not otherwise addressed elsewhere in this Article 11.

ARTICLE 12. GRANT RECIPIENT REMEDIES

12.1 Rights, Remedies and Recourses. The Grant Recipient shall have the right of specific performance of this Agreement so long as same is legally permissible under Florida Statutes, but solely in accordance with its terms, limitations and only if the Grant Recipient is not otherwise in default hereunder.

ARTICLE 13. GENERAL TERMS AND PROVISIONS

13.1 Further Assurances. All instruments to be executed and/or delivered to the CRA, and all proceedings to be taken in connection with this Agreement and the payments provided for herein, shall be subject to the acceptance of the CRA as to form, substance, coverage, and identity. Immediately upon request of the CRA, the Grant Recipient will execute, acknowledge, and deliver to the CRA such further instruments and do such further acts as the CRA may deem necessary to carry out more effectively the purposes of this Agreement.

13.2 Authority of the CRA Director. Whenever this Agreement requires or provides for approval of any Plans, Plan Changes, Commitments, Construction Contract(s), Guaranty(ies), budgets, fund-raising plans, agreements or similar instruments or documents by the CRA, the CRA Director is hereby authorized to act on behalf of the CRA, and the Grant Recipient may rely on such written authorization or direction issued by the CRA Director. However, if this Agreement requires the approval of the CRA Board, then a motion approved by a majority of the CRA Board will be required. Any time an approval is required, such approval may not be unreasonably withheld, conditioned, or delayed so long as the Grant Recipient is not in default under this Agreement.

13.3 No Waiver. Any failure by the CRA to insist or any election by the CRA not to insist, upon the Grant Recipient's or any Guarantor's strict performance of any of the terms, provisions or conditions of this Agreement shall not be deemed to be a waiver of same or of any other term, provision or condition hereof and the CRA shall have the right at any time thereafter to insist upon strict performance by the Grant Recipient of any and all of same. Without limiting the foregoing provision, no advance of CRA Funds by the CRA hereunder shall, in any way, preclude the CRA from thereafter declaring such failure to comply to be an Event of Default hereunder.

13.4 Modification; Assignment. This Agreement shall not be amended, waived, discharged, or terminated orally but only by an instrument executed by the party against which enforcement of the amendment, waiver, discharge, or termination is sought. If that party is the CRA, then the approval of the CRA Board shall be required. In addition, the Grant Recipient may not assign this Agreement or any of their rights, remedies, and obligations hereunder to a third party without the prior written approval by way of a motion approved by a majority of the CRA Board.

13.5 Applicable Law and Venue. This Agreement has been executed under, and shall be construed and enforced in accordance with, the laws of the State of Florida. This Agreement and all of the related documents are intended to be performed in accordance with, and only to the extent permitted by, all applicable legal requirements. The venue for any litigation in connection with this Agreement shall be Hillsborough County, Florida.

13.6 Public Entity Crime. Pursuant to § 287.133, *Florida Statutes*, no person or affiliate, as defined in § 287.133, *Florida Statutes*, shall be allowed to conduct business with the CRA, if such person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. Grant Recipient hereby affirms that neither Grant Recipient nor any of Grant Recipient's affiliates or subcontractors are on the convicted vendor list. Grant Recipient shall notify the CRA immediately if Grant Recipient or any affiliate is placed on the convicted vendor list during the term of this Agreement. Grant Recipient acknowledges that failure to comply with this provision may result in termination of this Agreement and other penalties as provided by law.

13.7 Human Trafficking Affidavit. Grant Recipient hereby certifies that Grant Recipient does not use coercion for labor or services, as defined in Section 787.06, *Florida Statutes*, and that Grant Recipient has provided to the CRA, the Human Trafficking Affidavit, attached hereto as **Exhibit "E,"** and incorporated herein by reference.

13.8 Drug-Free Workplace. The Grant Recipient hereby certifies that it complies with Florida's Drug-Free Workplace Program as outlined in § 287.087, *Florida Statutes*. The Grant Recipient agrees to maintain a drug-free workplace throughout the term of this Agreement and will provide evidence of such compliance upon request by the CRA.

13.9 Severability. If any provision hereof or of any of the other related documents or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the application of such provision to any other person or circumstance, nor the remainder of the instrument in which such provision is contained, shall be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

13.10 Rights, Remedies and Recourses Cumulative. All rights, remedies and recourses afforded the CRA herein or otherwise available at law or in equity, including specifically, but without limitation, those granted by the Uniform Commercial Code in effect in the State of Florida (a) shall be deemed cumulative and concurrent, (b) may be pursued separately, successively or

13.15 Construction. This Agreement shall not be construed in favor of any particular party to this Agreement.

13.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. Each party may also rely on an emailed-PDF execution of this Agreement by any other party.

[Remainder of this page intentionally blank. Signatures on next page.]

EXECUTED by the parties hereto as of the date first above written.

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF TAMPA, FLORIDA

LUIS VIERA,
CRA CHAIR

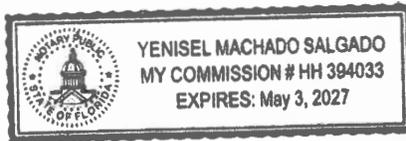
ATTEST:

CRA SECRETARY

CLONTS PROPERTIES, INC.

Cynthia Clonts Garcia

Cynthia Clonts Garcia
(PRINT NAME)



A handwritten signature in black ink, appearing to be 'Yenisel Machado Salgado', written over a horizontal line.

EXHIBIT "A"

**DESCRIPTION OF
THE "PROPERTY" OR "LAND"**

ADDRESS: 3812 - 3816 Temple Street, Tampa, FL 33619

PARCEL ID(s): **A-10-29-19-4BX-000005-00007.0**
A-10-29-19-4BX-000005-00006.0



LEGAL DESCRIPTION:

GRANT PARK LOTS 7 8 AND 9 BLOCK 5
GRANT PARK LOT 6 BLOCK 5

EXHIBIT “B”

FORM OF DECLARATION OF COVENANTS AND RESTRICTIONS

(See Followings Pages)

Prepared by and Return to:

Clifford B. Shepard, Esquire
Attorney for the East Tampa CRA
Shepard, Smith, Hand, & Brackins, P.A.
2300 Maitland Center Pkwy, Ste 100,
Maitland, FL 32751

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (“Declaration”) is entered into this 26 day of February 2026, by **CLONTS PROPERTIES, INC.**, a Florida Profit Corporation, whose address is 5212 Bayshore Blvd., Tampa, FL 33611 (referred to herein as the “Owner”), in favor of the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF TAMPA, FLORIDA**, a body politic and corporate existing under the laws of the State of Florida, 306 E. Jackson St., 2nd Floor, Tampa, Florida 33602, ATTN: CRA Director (herein referred to as the “Agency”), and shall be effective for a period of FIFTY (50) years commencing from the date of recordation of this Declaration in the Public Records of Hillsborough County, Florida, as maintained by the Clerk of the Circuit Court of Hillsborough County, Florida.

RECITALS:

WHEREAS, Owner is the sole fee simple titleholder of the parcels of real property located at 3812 - 3816 Temple Street, Tampa, FL 33619, as legally described in **Attachment “1”**, attached hereto and made a part hereof by this reference (“Property”), which is located within the East Tampa Community Redevelopment Area; and

WHEREAS, Owner acknowledges that it has received an award of a Community Redevelopment Agency Construction Grant in an amount not to exceed \$1,750,000.00 (“Grant”) as described and documented by the mutual execution of a Community Redevelopment Agency Grant Funding Agreement for Construction dated February 26, 2026, by, between and among the Owner and the Agency, which is incorporated herein by this reference (the “Agreement”); and

WHEREAS, said Agreement governs the parties’ respective rights and obligations relating to the Grant, and provides, among other things, that the Grant must be used to pay for a portion of the hard construction costs in connection with developing and construction of fourteen (14) affordable homes on the Property as outlined in the plans for 3812 - 3816 Temple Street, Tampa, FL 33619 (the “Project”); and

WHEREAS, Owner acknowledges and agrees that the financial assistance received by Owner in connection with the Project by virtue of the Grant pursuant to the Agreement represents

good, valuable, and adequate consideration for the covenants, restrictions and obligations undertaken by Owner in the Agreement and this Declaration.

DECLARATION:

NOW, THEREFORE, as part of the consideration for the Grant, the Owner hereby makes, grants and declares the following Declaration of Covenants and Restrictions in favor of the Agency, which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, and enforceable by the Agency for the FIFTY (50) YEAR PERIOD stated in the Recitals set forth above and herein:

1. The foregoing Recitals are true and correct and are incorporated into the body of the Declaration by this reference.
2. This Declaration shall run with the title to the Property and remain in full force and effect for a period of FIFTY (50) years from the date of recordation of this Declaration in the Public Records of Hillsborough County. This Declaration is binding on the current Owner, its permitted transferors, successors and assigns for said period; but will terminate upon the conclusion of said period.
3. The Owner covenants and agrees in connection with and as a condition to the Grant from the Agency that so long as this Declaration remains in effect that:
 - a) Owner shall comply with the terms and conditions of the Agreement by and between the Owner and the Agency in connection with the Grant, which is incorporated herein by this reference.
 - b) Owner shall operate and use the Property for the Project, solely, and shall not use or allow the Property to be used for purposes unrelated to the Project unless specifically approved by the Agency at the Agency's sole and absolute discretion.
 - c) Owner shall pay when due all ad valorem taxes, assessments, liens or other charges imposed or attributable to the Property.
 - d) If required by City Code, Owner shall have a current and valid City of Tampa Business License.
 - e) Owner shall maintain and provide proof of casualty and fire insurance on the Property equal to the replacement value of the buildings and improvements located on the Property.
 - f) Owner shall continually maintain and keep the Property and the Project in good general repair and ensure that Project for which the Grant is provided remains in use on the Property for a minimum of FIFTY (50) years after the date of recording this Declaration.
 - g) If the Agency is required to take any legal action or engage counsel to enforce or require specific performance of this Declaration by Owner, then, in addition to any other remedy available to the Agency at law or in equity, the Owner shall be responsible for paying all of the Agency's costs and expenses arising from such an action including, without

limitation, any attorneys' fees and costs incurred by the Agency (whether in preparation for or at trial or in any appellate, mediation or arbitration proceeding(s)).

h) Owner shall not sell, convey or otherwise transfer any interest that Owner may have in the Property or the Project, without the Agency's prior written consent for a for a period of FIFTY (50) years after the date of recordation of this Declaration, but nothing in the Grant Agreement or this Declaration shall prohibit Grantee from encumbering the Property with a mortgage or financing related to the construction of the Project. Owner shall follow the following procedure to obtain the Agency's consent to convey or transfer title or interest in the Project:

- i. Owner must notify Agency in writing of the proposed change of ownership. Said notice must fully identify the proposed successor owner and be accompanied by a notarized certification executed by the proposed successor owner attesting full knowledge and disclosure of the contents of the Grant Agreement, including this Declaration, and stating the willingness and intent of the proposed successor owner to be bound and observe all provisions in it, together with any other information reasonably requested by Agency; and
- ii. If Agency, in its reasonable discretion, consents to the proposed change of ownership, the prospective owner shall execute whatever documents are necessary in the sole judgment of the Agency to document the assumption of the Grant Agreement and this Declaration by the new owner prior to proceeding with the transaction.
- iii. This Declaration is hereby deemed to be a covenant running with the land and is binding on Owner and any successor fee owner of the Property for the term of this Declaration.

[Signature(s) of Owner and Attachment 1 are located on the following pages]

IN WITNESS WHEREOF, the undersigned have read and executed, this Declaration in favor of the Agency effective upon recordation of this Declaration in the Public Records of Hillsborough County, Florida.

WITNESSES:

"Owner"

Tamm Lehoullier
Name: Tamm Lehoullier
(Print or type name)

Condoleet Bryant
Name: Condoleet Bryant
(Print or type name)

**CLONTS PROPERTIES, INC.,
a Florida Profit Corporation**

By: [Signature]
(Signature)

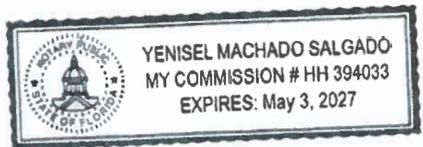
Name: Cynthia Clonts Garcia
(Name typed or printed)

As its: president

**State of Florida
County of Hillsborough**

The foregoing instrument was sworn to and acknowledged before me by means of physical presence or online notarization, this 26 day of February, 2026, by Cynthia Clonts Garcia, as _____ of CLONTS PROPERTIES, INC., a Florida Profit Corporation, on behalf of said entity, and who is personally known to me or has provided _____ (type of identification) for identification.

[Signature]
Notary Public (Signature)
Yenisel Machado Salgado
Notary Public (Printed name)
Commission No. HH 394033
Expires May 3 2027



ATTACHMENT 1

DECLARATION OF COVENANTS AND RESTRICTIONS

LEGAL DESCRIPTION OF "PROPERTY"

EXHIBIT “C”

**SCHEDULE OF ALLOCATION OF CRA FUNDS
FOR THE PROPOSED PROJECT FOR EACH
CRA FISCAL YEAR**

Below is the schedule of the maximum amount of CRA Funds that will be allocated by the CRA pursuant to and subject to the terms and conditions contained in Article 7 and 8 of the Agreement:

| | |
|------------------|--------------------|
| Fiscal Year 2026 | Up To \$583,333.00 |
| Fiscal Year 2027 | Up To \$583,333.00 |
| Fiscal Year 2028 | Up To \$583,333.00 |

EXHIBIT “D”

REQUIREMENTS FOR RECOGNITION OF THE CRA’S CONTRIBUTION FOR THE PROJECT

The Grant Recipient agrees that it will recognize the contribution of CRA Funds by the CRA pursuant to this Agreement in a manner that is approved by the CRA Board. This recognition shall be on par with or commensurate with the recognition that Grant Recipient provides lead donors of the Project.

At a minimum, the Grant Recipient will provide two (2) recognition commemorations made of material and of a size agreed to by the CRA Board, which shall be prominently displayed:

1. Permanent Tampa CRA Plaque- The Grant recipient shall install one (1) permanent plaque on each building constructed. The plaque shall be made of durable material and of size, design, and placement approved by the Tampa CRA.
2. Construction Fence Recognition Banner- During the construction period, the Grant Recipient shall install a fence banner or fence wrap recognizing the Tampa CRA’s financial contribution. The size, materials, placement, and design shall be approved by the CRA prior to installation.

The recognition commemorations will recite the following information or language:

This project was made possible in part through funding support from the Tampa Community Redevelopment Agency (CRA) .

The Tampa CRA invests in neighborhood revitalization and development of affordable housing opportunities throughout the East Tampa Community Redevelopment Area.

and shall include the names of current CRA Board members. Recognition commemorations shall not be subsequently removed, relocated, or materially altered without the prior written approval of the CRA Board.

Exhibit “E”

Human Trafficking Affidavit
[Insert City of Tampa affidavit]