A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY ("DIA") AUTHORIZING ITS CHIEF EXECUTIVE OFFICER ("CEO") TO EXECUTE A SITE ACCESS AGREEMENT ("AGREEMENT") WITH IGUANA INVESTMENTS FLORIDA, LLC, FOR THAT CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS "LOT J" AND IDENTIFIED BY DUVAL COUNTY PROPERTY APPRAISER PARCEL NUMBER 130572 0150 ("PROPERTY'); INSTRUCTING ITS CHIEF EXECUTIVE OFFICER ("CEO") TO OBTAIN APPROVAL FROM THE CITY'S RISK MANAGER, DIRECTOR OF PUBLIC WORKS AND THE OFFICE OF GENERAL COUNCIL PRIOR TO EXECUTION OF THE AGREEMENT; INSTRUCTING THE CEO TO TAKE ALL NECESSARY ACTION TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Downtown Investment Authority ("DIA") is the Community Redevelopment Agency within Downtown Jacksonville; and

WHEREAS, from time to time it is requested of DIA, as the Community Redevelopment Agency for Downtown, to allow temporary access to City-owned properties within DIA's jurisdiction or directly under DIA management for the purposes of conducting due diligence activities; and

WHEREAS, pursuant to Resolution 2017-07-04, Access Agreements that include environmental, geotechnical, and other invasive due diligence activities require approval by the DIA Board prior to execution by its CEO; and

WHEREAS, Iguana Investments Florida, LLC, has requested access to the property generally referred to as "Lot J" and more fully identified by Duval County Property Appraiser Parcel Number 130572 0150, in order to update and conduct further environmental and geotechnical due diligence activies,

NOW THEREFORE, BE IT RESOLVED, by the Downtown Investment Authority:

Section 1. The DIA finds that the recitals set forth above are true and correct and are incorporated herein by this reference.

Section 2. DIA hereby conditionally grants to Iguana Investments Florida, LLC ("Licensee"), its agents, representatives, employees, consultants, contractors, and subcontractors a limited license for access to enter upon the Property for the sole purpose of performing the testing including but not limited to the installation of groundwater monitoring wells below the ground surface, collection of groundwater samples from the monitoring wells, making of soil borings, taking of soil samples from the borings, the proper abandonment of any monitoring wells, disposal of soil and water generated from the testing (collectively, the "Work"). Should Iguana Investments

Florida, LLC, design to assign this agreement to an affiliated entity, such assignment will be at the sole discression of the Chief Executive Officer of the Downtown Investment Authority. The Work shall be at no cost to DIA.

Section 3. The Agreement shall continue from date of execution for one, three (3) month period with an option by the DIA Chief Executive Officer to extend the Agreement for one additional three (3) month period at their sole discression. The DIA may terminate this Agreement following material uncured breach of this Agreement by Licensee upon by written notice to Licensee, said termination rights being in addition to any other rights and remedies available to DIA under applicable law or otherwise. DIA may terminate the Agreement for convenience with prior written notice to Licensee.

Section 4. Prior to execution of an Agreement, the DIA Chief Executive Officer shall first obtain approvals of the Agreement by the City's Risk Manager, Director of Public Works and the Office of General Counsel.

Section 5. The DIA instructs its Chief Executive Officer to take all necessary action to effectuate the purpose of this Resolution.

Section 6. The DIA conditions approval of the Agreement on its Chief Executive Offiver receiving a copy of all reports and final work products that result from this grant this Agreement.

Section 7. This Resolution shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS: **DOWNTOWN INVESTMENT AUTHORITY**

X Bryan Chisholm   _Carol Worsham_   _Jan 19 2022_
                                   Carol Worsham, Vice Chair   Date

VOTE: In Favor: ___6___ Opposed: ___∅___ Abstained: ___∅___