

**RESOLUTION 2022-09-06**

**A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) AUTHORIZING ITS CHIEF EXECUTIVE OFFICER (“CEO”) TO EXECUTE A SITE ACCESS AGREEMENT (“AGREEMENT”) WITH THE MUSEUM OF SCIENCE AND HISTORY OF JACKSONVILLE, INC. (“LICENSEE”), FOR THAT CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS THE WESTERN 6.86 ACRES OF DUVAL COUNTY TAX PARCEL 130571 0000, AS MORE FULLY ILLUSTRATED BY EXHIBIT ‘A’ (“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 COUNSEL 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**, a Notice of Disposition was issued for redevelopment of a 2.5 acre portion of the Property with a civic attraction via Resolution 2021-11-01, with DIA subsequently approving the terms and conditions as part of a formal disposition award to the Licensee via Resolution 2022-01-03; and

**WHEREAS**, the Licensee has requested access to the Property in order to conduct environmental, survey, geotechnical and other pre-development due diligence activities,

**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, subject to further approval by the Department of Public Works, the Office of General Counsel, Risk Management, and, if necessary, the Florida Department of Environmental Protection or similar agency, to 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") along with geotechnical, survey and other pre-development due diligence activities. Should the Licensee seek to assign this agreement to an affiliated entity, such assignment will be at the sole discretion 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 up to an additional six (6) month period at their sole discretion and for show of good cause by Licensee. The DIA may terminate this Agreement following material uncured breach of this Agreement by Licensee upon 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. It is the sole responsibility of the Licensee to determine any necessary approvals by the Florida Department of Environmental Protection or similar agency as may be necessary. The Licensee will provide such approvals to the City's Public Works Director and DIA Chief Executive Officer prior to commencement of invasive due diligence activities.

**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 Officer receiving a copy of all reports and final work products that result from this Agreement.

**Section 7.** The Property will continue to be used for Jacksonville Jaguar gameday parking as well as parking for Florida-Georgia and other events. The Licensee will ensure that immediately following due diligence activity(ies) the Licensee will retore the site to pre-activity condition. Throughout the license period, Licensee will coordinate with the Jacksonville Jaguars, the City/DIA and ASM Global so as to not interfere with use of the Property for the aforementioned parking.

**Section 8.** This Resolution shall become effective on the date it is signed by the Chair of the DIA Board.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS:

**DOWNTOWN INVESTMENT AUTHORITY**

*Benjamin Christoh* *Carol C. Worsham*  
Carol Worsham, Chair

9/21/22  
Date

VOTE: In Favor: 6 Opposed: Ø Abstained: Ø

EXHIBIT A

