

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

**IN RE: Continental Holdings, Inc., Dozier Prestige Worldwide, LLC, City of Jacksonville and
Ollivanders Downtown, LLC
Main Street MGP Brownfield Site
956 Hubbard Street, Jacksonville, FL 32206
Pilot Project Area
Brownfield Area Identification Number: BF160001000
Brownfield Site Identification Number: BF160001017
DEP Identification Number: ERIC_14589
OGC Tracking Number: 18-1024**

**ASSIGNMENT AND ASSUMPTION OF, AND FIRST AMENDMENT TO, BROWNFIELD
SITE REHABILITATION AGREEMENT**

WHEREAS, the State of Florida Department of Environmental Protection (the "Department") and Southport Financial Real Estate, LLC ("Southport"), City of Jacksonville ("City"), Jacksonville Hospitality Holdings, L.P. ("JHH"), and Shoppes of Lakeside, Inc. ("Shoppes"), hereinafter the Person(s) Responsible for Brownfield Site Rehabilitation ("PRFBSR") (the Department and the PRFBSRs are collectively referred to as the "parties"), entered into a Brownfield Site Rehabilitation Agreement ("BSRA") on September 18, 2018, as referenced above and attached hereto as Exhibit A; and

WHEREAS, JHH and Southport intend to assign their rights and responsibilities as a PRFBSR under the BSRA to Dozier Prestige Worldwide, LLC ("Dozier"), and Dozier intends to assume the rights and responsibilities as a PRFBSR under the BSRA and under section 376.80, Florida Statutes (F.S.); and

WHEREAS, Shoppes intends to assign its rights and responsibilities as a PRFBSR under the BSRA to Ollivanders Downtown, LLC ("Ollivanders") and Ollivanders intends to assume the rights and responsibilities as a PRFBSR under the BSRA and under section 376.80, F.S.; and

WHEREAS, the City, as a local government with jurisdiction over the Main Street MGP Brownfield Site, consents to the assignment and assumption of the BSRA to Dozier and Ollivanders; and

WHEREAS the parties, Ollivanders, and Dozier desire to add Continental Holdings, LLC, ("CHI") as a PRFBSR under the BSRA and under section 376.80, F.S.; and

WHEREAS the parties, Dozier, Ollivanders, and CHI desire to consolidate assignment, assumption, and amendment of the BSRA into this Assignment and Assumption of, and First Amendment to, Brownfield Site Rehabilitation Agreement ("Agreement"); and

WHEREAS Pursuant to Paragraph 16 of the BSRA, a party may assign its rights and responsibilities under the BSRA with written consent of the Department and the local government with jurisdiction over the property; and

WHEREAS, pursuant to Paragraph 22 of the BSRA, the BSRA may be amended if the amendment is reduced to writing, duly signed by the parties to the BSRA and attached to the original BSRA;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. By executing this Agreement, under penalty of perjury Assignors (JHH, Southport, and Shoppes), Assignees (Dozier and Ollivanders), and CHI attest that:
 - a. There is no operating agreement, written or oral, which limits the authority of the Assignors', Assignees', and CHI signatories to execute this Agreement; and
 - b. Assignors', Assignees', and CHI's signatories are fully authorized to execute this Agreement; and
 - c. Dozier, Ollivanders, and CHI meet the eligibility requirements set forth in section 376.82, F.S., to enter into the BSRA.
3. The BSRA is hereby amended to:
 - a. Include Continental Holdings, Inc., Dozier Prestige Worldwide, LLC and Ollivanders Downtown, LLC as PRFBSRs to the BSRA.
 - b. Remove Jacksonville Hospitality Holdings, L.P., Shoppes of Lakeside, Inc. and Southport Real Estate, LLC as PRFBSRs to the BSRA.
 - c. Amend Paragraph 2 to read as follows:

2. PERSONS RESPONSIBLE FOR BROWNFIELD SITE REHABILITATION

City, CHI, and Ollivanders are PRFBSRs, as defined in §376.79(15), F.S., for the real property described in the map and legal description in Attachment A-1 (the "Confederate Park Area"), incorporated herein. Dozier is the PRFBSR, as defined in §376.79(15), F.S., for the real property described in the map and legal description in Attachment A-2 (the "Park View Inn Property"), incorporated herein. The Park View Inn Property and the Confederate Park Area are located within the Main Street MGP Brownfield Site. The Confederate Park Area also includes a parcel owned by Ollivanders. The Main Street MGP Brownfield Site is within the area that has been designated by the City of Jacksonville in Resolution Number 2000-125-A on March 22, 2000, as

amended by Resolution Number 2007-13-A on March 5, 2007, as part of a brownfield area as defined in §376.79(5), F.S. Attachment A-3 contains the city resolutions with all attachments including the map of the designated brownfield area. The Main Street MGP Brownfield Site consists of approximately 12.85 acres.

d. Amend Paragraph 3 to read as follows:

The PRFBSRs agree:

(a) that Dozier shall conduct activities that are integral, necessary and required for "site rehabilitation" of the Park View Inn Property as that property is described in Attachment A-2; but under no circumstances, unless agreed to by the parties to ensure maximum efficiencies, shall Dozier conduct or be obligated to conduct additional site rehabilitation of the Main Street MGP Brownfield Site except the Park View Inn Property;

(b) that the City, CHI, and Ollivanders shall conduct "site rehabilitation" of the Confederate Park Area, as described in Attachment A-1, but under no circumstances shall the City, CHI, or Ollivanders conduct or be obligated to conduct site rehabilitation of the Park View Inn Property. If such contaminated site(s) extend(s) beyond the boundary of the Confederate Park Area as shown in Attachment A-1, excluding the Park View Inn Property, then City, CHI, and Ollivanders agree to conduct site rehabilitation to address the contaminated site extending beyond the boundary of the Confederate Park Area;

(c) that Dozier, Ollivanders, and City shall (i) provide, as necessary, site access to CHI, Dozier, Ollivanders, and City and their respective or joint agents, consultants, contractors, and subcontractors pursuant to this agreement or separate site access and remediation agreements for all investigatory and remedial work that may be required by the Department to perform and complete remediation of the Main Street MGP Brownfield Site in accordance with this BSRA and according to Department regulations and (ii) agree to sign and record appropriate, site-specific restrictive covenants with engineering and legal restrictions and conditions that may be necessary to obtain a Site Rehabilitation Completion Order with engineering and legal conditions and restrictions ("Conditional SRCO") for the Main Street MGP Brownfield Site; provided, however, that Dozier shall not be obligated to agree to a Conditional SRCO that, in any way, would restrict the use of the Park View Inn Property to industrial or commercial uses; and provided further that City shall not be obligated to agree to a Conditional SRCO that, in any way, prevents existing roadways from being used as roadways or prevents Confederate Park from being used as a public park and historic landmark;

(d) that site rehabilitation of the Park View Inn Property may impact or influence site rehabilitation of the remainder of the Main Street MGP Brownfield Site and site rehabilitation of the remainder of the Main Street MGP Brownfield Site may impact or influence site rehabilitation of the Park View Inn Property; in either case, the parties agree to work together in good

faith to adjust rehabilitation plans and rehabilitation schedules if and as needed to maintain timely, efficient site rehabilitation efforts in accordance with this BSRA and to ensure that the combined remedial efforts are integral to site rehabilitation pursuant to paragraph 7, herein;

(e) that the City, CHI, and Ollivanders shall conduct site rehabilitation and submit technical reports and rehabilitation plans in a timely manner according to the attached brownfield site rehabilitation schedule agreed upon by the parties (see Attachment B-1), and incorporated herein;

(f) that Dozier shall conduct site rehabilitation and submit technical reports and rehabilitation plans in a timely manner according to the attached brownfield site rehabilitation schedule agreed upon by the parties (see Attachment B-2), and incorporated herein;

(g) in no case shall site rehabilitation of the Park View Inn Property result in the destabilization of groundwater contamination downgradient of the Park View Inn Property;

(h) to conduct site rehabilitation activities under the observation of professional engineers or professional geologists, as applicable, who are registered in accordance with the requirements of Chapters 471 or 492, F.S., respectively. Submittals provided by the PRFBSRs must be signed and sealed by a professional engineer registered under Chapter 471, F.S., or by a professional geologist registered under Chapter 492, F.S., as applicable, certifying that the submittal and associated work comply with the laws and rules of the Department and those governing the profession. Upon completion of the approved remedial actions, a professional engineer registered under Chapter 471, F.S., or a professional geologist registered under Chapter 492, F.S., as applicable, must certify that the corrective actions were, to the best of his or her knowledge, completed in substantial conformance with the plans and specifications approved by the Department;

(i) to conduct site rehabilitation in accordance with Chapter 62-160, F.A.C., as the same may be amended from time to time;

(j) to obtain any local, state, or federal approvals or permits required for the site rehabilitation work and to conduct the necessary site rehabilitation consistent with local, state, and federal laws, rules and ordinances. All site rehabilitation shall be consistent with the cleanup criteria in §376.81, F.S., the requirements of Chapters 62-780, F.A.C., Contaminated Site Cleanup Criteria, and 62-777, F.A.C., Contaminant Cleanup Target Levels;

(k) to allow access by the Department during the entire site rehabilitation process, as evidenced by the attached documentation (see Attachment C) incorporated herein, establishing that such site access has been secured by agreement with the real property owners. Upon the transfer of any real property interest in any portion of the Main Street MGP Brownfield Site before site rehabilitations are complete, the respective PRFBSRs, shall notify the

Department and the other PRFBSRs within 15 days from the date that such an interest is effective. With notice the PRFBSR shall provide a copy of an access agreement in substantially the same form as that in Attachment C with any successor in interest to the real property owners of the Main Street MGP Brownfield Site or with any party with a real property interest in the Main Street MGP Brownfield Site after the effective date of this agreement, granting such access to the Department; and

(l) to consider appropriate pollution prevention measures and to implement those that the PRFBSRs determine are reasonable and cost-effective, taking into account the ultimate use or uses of the real property described in Attachment A-3. Local pollution prevention programs as well as state pollution prevention programs are available to assist in determining pollution reduction measures. The Department recommends that the PRFBSR contact the Department's Waste Reduction and Registration Program or Hazardous Waste Program and Permitting at the following websites: <https://floridadep.gov/waste/waste-reduction> and <https://floridadep.gov/waste/permitting-compliance-assistance/content/hazardous-waste-management-main-page> for recommendations on waste minimization and waste management and for assistance with pollution prevention measures. Such measures may include improved inventory or production controls and procedures for preventing loss, spills, and leaks of hazardous waste and materials, and include the goals for the reduction of releases of toxic materials.

e. Amend Paragraph 11 to read as follows:

If any one or more of the PRFBSRs fail to comply with this BSRA, the Department shall notify all of the PRFBSRs and allow 90 days for the PRFBSRs to return to compliance with the provision at issue or to negotiate a modification to the BSRA with the Department for good cause shown. If an imminent hazard exists, the 90-day grace period shall not apply. If the project is not returned to compliance with this BSRA and a modification cannot be negotiated, the Department shall terminate this BSRA. Notwithstanding any provision in this BSRA to the contrary, if City, CHI, and Ollivanders fail to comply with this BSRA, the BSRA shall remain in full force and effect as to Dozier and the Park View Inn Property, provided that Dozier is in compliance with this BSRA.

Any PRFBSR may terminate its obligations under this BSRA at any time upon written notice to the Department and the other PRFBSRs. If Dozier or its successors or assigns (pursuant to Paragraph 16) terminate its obligations or fails to comply with its obligations, the BSRA is entirely terminated automatically. In the event that Dozier terminates its obligations under this BSRA, the non-terminating PRFBSRs shall remain eligible for VCTCs for any eligible costs incurred up to the date on which Dozier terminates its obligations under this BSRA.

Termination of its obligations under this BSRA by a party will revoke the immunity provision of §376.82, F.S. as to that party. As established in Paragraph 10 herein, the immunity provision of §376.82, F.S., shall remain in full force and effect as to any nonterminating PRFBSRs, unless the entire BSRA is terminated.

Notwithstanding any provision in this BSRA to the contrary, the PRFBSRs' duties are limited to those enumerated in Paragraph 3 hereof. If the City, CHI, or Ollivander fail to comply with or terminate this BSRA, the BSRA shall remain valid as to Dozier; however, as established in Paragraph 3, Dozier's duties shall be limited to site rehabilitation on the Park View Inn Property and any agreed upon deviation memorialized in cleanup plans and documents.

Nothing herein shall be construed to limit the authority of the Department to undertake any action in response to, or to recover the costs of responding to, conditions at or from the real property described in Attachment A-3 that require the Department to take action to abate an imminent hazard to the public health, welfare or the environment.

f. Amend Paragraph 12 to read as follows:

Upon successful completion of their obligations under this BSRA, as evidenced by the issuance of a Voluntary Cleanup No Further Action Order ("VC NFA") for each contaminated property originating from the Main Street MGP Brownfield Site described in Attachment A-3, the PRFBSRs and their respective successors and assigns, shall, except as otherwise provided in the VC NFA, be relieved from further liability for site rehabilitation as described in Paragraph 3.a. of this BSRA to the Department and third parties and of liability in contribution to any other party who has or may incur cleanup liability for the contaminated site(s).

As noted above, the Main Street MGP Brownfield Site is an integrated site that includes properties owned by City, Ollivander, and Dozier. The Department acknowledges that Dozier may complete its obligations under this BSRA prior to Ollivander, CHI, and the City completing their obligations. The Department agrees that it will issue an VC NFA for the Park View Inn Property upon Dozier's completion of the site rehabilitation activities that meet the criteria of Rule 62-780.680, F.A.C., on the Park View Inn Property, regardless of the stage of completion of site rehabilitation at the remainder of the Main Street MGP Brownfield Site. However, Dozier acknowledges that a VC NFA is not equivalent to an SRCO for the purposes of the VCTC SRCO bonus pursuant to Section 376.30781(3)(a)c., F.S. Such bonus tax credits are not available and may not be requested by any PRFBSR until the entire Main Street MGP Brownfield Site has been rehabilitated and the Department issues an SRCO (with or without conditions) for the entire Main Street MGP Brownfield Site. The Department agrees that all costs that are integral, necessary and required for site rehabilitation or for solid waste removal incurred by any PRFBSR with respect to the remediation and site rehabilitation of any part of the Main Street

MGP Brownfield Site will be eligible for VCTC tax credits and VCTC SRCO bonus tax credits pursuant to Section 376.30781(3)(a)c.

This release of liability is subject to the reopener provisions of §376.82(3), F.S.

g. Amend Paragraph 20 to read as follows:

Any questions about the content of this BSRA, the Department's review of the BSRA, or technical questions should be directed to the Department's District Brownfields Coordinator at:

Darrin McKeehen, Brownfields Coordinator
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256
Darrin.McKeehen@dep.state.fl.us
(904) 256-1545

or to Dozier's representative at:

Trey Mills
One Independent Drive, Suite 1200
Jacksonville, Florida 32202
Tmills@drivermcafee.com
(904) 807-8216

or to City's representative at:

Bill Pence
200 South Orange Avenue, Suite 2300
Orlando, Florida 32801-3432
wpence@bakerlaw.com
407.649.4095

or to Ollivander's representative at:

Trey Mills
One Independent Drive, Suite 1200
Jacksonville, Florida 32202
Tmills@drivermcafee.com
(904) 807-8216

or to CHI's representative at:

John Thomas
One Independent Drive, Suite 3300
Jacksonville, Florida 32202
jthomas@smithhulsey.com
(904) 359-7700

Questions regarding legal issues should be referred to the Department's Brownfields Program Attorney in the Office of General Counsel at (850) 245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

4. The attachments to the BSRA are hereby amended as follows:
 - a. The current Attachment C to the BSRA, the Site Access Agreement, is modified to remove the site access agreements executed by Shoppes, JHH, and Southport.
 - b. The remaining site access agreement executed by the City in the current Attachment C shall now be referred to as Attachment C-1. All references in the BSRA to Attachment C shall refer to Attachments C-1, C-2, and C-3.
 - c. Attachment C-2, attached hereto and incorporated herein by reference, shall be included in the BSRA.
 - d. Attachment C-3, attached hereto and incorporated herein by reference, shall be included in the BSRA.
 - e. The current Attachment E to the BSRA, the Contractor Certification Form, shall be replaced with Attachment E attached hereto and incorporated herein.
 - f. The current Attachment F to the BSRA, the Quality Assurance Certificate, shall be replaced with Attachment F attached hereto and incorporated herein.
5. In all other respects, the BSRA is hereby ratified and confirmed by the parties to be in full force and effect, as assigned, assumed, and amended hereby, and has not otherwise been modified, assigned, or amended except as set forth herein. All reference in the BSRA shall be hereafter deemed to refer to the BSRA as amended hereby.
6. This First Amendment to BSRA (Order) is final and effective on the date of execution unless a timely petition for an administrative hearing is filed under §§120.569 and 120.57, F.S., within 21 days after the date of receipt of notice of agency action. Upon the timely filing of such petition, this First Amendment to BSRA will not be effective until further order of the Department. The liability protection for the PRFBSRs pursuant to §376.82(2), F.S., becomes effective upon execution of the First Amendment to BSRA. The procedures for petitioning a hearing are set forth below.

Please be advised that mediation of this decision pursuant to §120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for Hearing:

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for hearing. Such a request shall be filed with (received by) the Agency Clerk of the Department in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within 21 days of receipt of this First Amendment to BSRA. Petitioner shall mail a copy of the request to the PRFBSRs at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing:

A person whose substantial interests are affected by this First Amendment to BSRA may petition for an administrative proceeding (hearing) under §§ 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed with (received by) the Agency Clerk of the Department in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within 21 days of receipt of this First Amendment to BSRA. Petitioner shall mail a copy of the petition to the PRFBSRs at the time of filing. Failure to file a petition within this time period shall constitute a waiver of any right to request an administrative proceeding under Chapter 120, F.S.

Pursuant to §120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

1. The name, address, any e-mail address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the PRFBSRs' names and addresses; the Department's Brownfield Area and Brownfield Site Identification Numbers; and the name and address of the Brownfield Site; the name and address of each agency affected;
2. A statement of when and how each petitioner received notice of the Department's action or proposed action;
3. An explanation of how each petitioner's substantial interests will be affected by the Department's action or proposed action;
4. A statement of the disputed issues of material fact, or a statement that there are no disputed facts;
5. A concise statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;
6. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

7. A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this First Amendment to BSRA. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, each of the parties has made and executed this First Amendment to Brownfield Site Rehabilitation Agreement on the date set forth for each signature of each representative below and each indicates that he or she is duly authorized to execute the same.

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Gregory J. Strong
Director, Northeast District

Date: _____

Approved as to form and legality:

FDEP Brownfields Program Attorney

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to §120.52
Florida Statutes, with the designated
Department Clerk, receipt of which is hereby
acknowledged.

Clerk (or Deputy Clerk)

Date: _____

OLLIVANDERS DOWNTOWN, LLC,
a Florida limited liability company

By: Contega Business Services, LLC,
a Florida limited liability company

By: 

G. Ray Driver, Jr.
Manager
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

Date: 2024/12/16

DOZIER PRESTIGE WORLDWIDE, LLC,
a Florida limited liability company

By: Contega Business Services, LLC,
a Florida limited liability company

By: 

G. Ray Driver, Jr.
Manager
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

Date: 2024/12/16

CONTINENTAL HOLDINGS, INC.,
a Wyoming corporation

By: _____
Title: _____
Address: _____

Date: _____

SHOPPES OF LAKESIDE, INC.,
a Florida corporation

By: _____
Title: _____
Address: _____

Date: _____

SOUTHPORT FINANCIAL REAL ESTATE,
LLC, a Florida limited liability company

By: _____
Title: _____
Address: _____

Date: _____

JACKSONVILLE HOSPITALITY
HOLDINGS, L.P., a Florida limited partnership

By: _____
Title: _____
Address: _____

Date: _____

OLLIVANDERS DOWNTOWN, LLC,
a Florida limited liability company

By: Contega Business Services, LLC,
a Florida limited liability company

By-----

G. Ray Driver, Jr.
Manager
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

Date: -----

DOZIER PRESTIGE WORLDWIDE, LLC,
a Florida limited liability company

By: Contega Business Services, LLC,
a Florida limited liability company

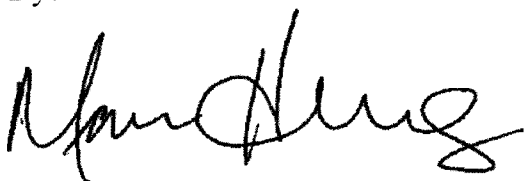
By-----

G. Ray Driver, Jr.
Manager
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

Date: -----

CONTINENTAL HOLDINGS, INC.,
a Wyoming corporation

By:



Marcy Heronimus
Assistant Secretary
931 14th Street, 9th Floor
Denver, Colorado 80202

Date: January 9, 2025

SHOPPES OF LAKESIDE, INC.,
a Florida corporation

By-----

Title: _____

Address: _____

Date: -----

SOUTHPORT FINANCIAL REAL ESTATE,
LLC, a Florida limited liability company

By-----

Title: _____

Address: _____

Date: _____

JACKSONVILLE HOSPITALITY
HOLDINGS, L.P., a Florida limited partnership

By: _____

Title: _____

Address: _____

Date: -----

OLLIVANDERS DOWNTOWN, LLC,
a Florida limited liability company

By: Contega Business Services, LLC,
a Florida limited liability company

By: _____

G. Ray Driver, Jr.
Manager
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

Date: _____

DOZIER PRESTIGE WORLDWIDE, LLC,
a Florida limited liability company

By: Contega Business Services, LLC,
a Florida limited liability company

By: _____

G. Ray Driver, Jr.
Manager
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

Date: _____

CONTINENTAL HOLDINGS, INC.,
a Wyoming corporation

By: _____
Title: _____
Address: _____

Date: _____

SHOPPES OF LAKESIDE, INC.,
a Florida corporation

By: _____
Title: _____
Address: _____

Date: _____

SOUTHPORT FINANCIAL REAL ESTATE,
LLC, a Florida limited liability company

By: [Signature]
Title: VP
Address: 5403 W. Gray St
Tampa FL 33609

Date: 10/21/24

JACKSONVILLE HOSPITALITY
HOLDINGS, L.P., a Florida limited partnership

By: _____
Title: _____
Address: _____

Date: _____

OLLIVANDERS DOWNTOWN, LLC,
a Florida limited liability company

By: Contega Business Services, LLC,
a Florida limited liability company

By: _____

G. Ray Driver, Jr.
Manager
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

Date: _____

DOZIER PRESTIGE WORLDWIDE, LLC,
a Florida limited liability company

By: Contega Business Services, LLC,
a Florida limited liability company

By: _____

G. Ray Driver, Jr.
Manager
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

Date: _____

CONTINENTAL HOLDINGS, INC.,
a Wyoming corporation

By: _____

Title: _____

Address: _____

Date: _____

SHOPPES OF LAKESIDE, INC.,
a Florida corporation

DocuSigned by:

By: _____

Elias Hionides

808FAA99C4F749A

Title: Authorized Representative

Address: 2440 Mayport Rd Jacksonville, FL 32233
32233

Date: 12/9/2024

SOUTHPORT FINANCIAL REAL ESTATE,
LLC, a Florida limited liability company

By: _____

Title: _____

Address: _____

Date: _____

JACKSONVILLE HOSPITALITY
HOLDINGS, L.P., a Florida limited partnership

By: _____

Title: _____

Address: _____

Date: _____

OLLIVANDERS DOWNTOWN, LLC,
a Florida limited liability company

By: Contega Business Services, LLC,
a Florida limited liability company

By: _____

G. Ray Driver, Jr.
Manager
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

Date: _____

DOZIER PRESTIGE WORLDWIDE, LLC,
a Florida limited liability company

By: Contega Business Services, LLC,
a Florida limited liability company

By: _____

G. Ray Driver, Jr.
Manager
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

Date: _____

CONTINENTAL HOLDINGS, INC.,
a Wyoming corporation

By: _____
Title: _____
Address: _____

Date: _____

SHOPPES OF LAKESIDE, INC.,
a Florida corporation

By: _____
Title: _____
Address: _____

Date: _____

SOUTHPORT FINANCIAL REAL ESTATE,
LLC, a Florida limited liability company

By: _____
Title: _____
Address: _____

Date: _____

JACKSONVILLE HOSPITALITY *liability company*
HOLDINGS, LP, a Florida limited *partnership*

By: *Robert van Winkel*
Title: *Manager*
Address: *231 Riverside Dr #2201*
Daytona Beach, FL 32117

Date: *11/24/24*

CITY OF JACKSONVILLE, FLORIDA

(SEAL)

By: _____
Mayor

Date: _____

Corporation Secretary

Approved as to form:
Office of General Counsel

By: _____
Attorney

Date: _____

cc: Ian B. Carnahan, FDEP Brownfields Program Attorney
Justin Cross, FDEP Government Analyst, Brownfields Program
Megan R. Johnson, FDEP Environmental Consultant, Brownfields Program
Scott Sweeney, FDEP Brownfields Program Manager
Darrin McKeehen, P.G., Brownfields District Coordinator, FDEP Northeast District
William Pence, BakerHostetler
John Thomas, Smith, Hulsey & Busey
Trey Mills, Driver, McAfee, Hawthorne & Diebenow

List of Attachments

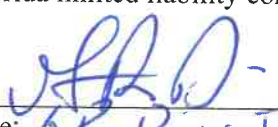
Attachment C-2	Site Access Agreement – Ollivanders Downtown, LLC
Attachment C-3	Site Access Agreement – Dozier Prestige Worldwide, LLC
Attachment E	Contractor Certification Form
Attachment F	Quality Assurance Certificate

ATTACHMENT C-2


**SITE ACCESS AGREEMENT
PERMISSION TO ENTER PROPERTY
BROWNFIELDS REDEVELOPMENT PROGRAM**

1. Dozier Prestige Worldwide, LLC, the real property owner ("undersigned" or "owner"), hereby grants permission to the State of Florida, Department of Environmental Protection ("Department") and its agents and subcontractors to enter the undersigned's property ("the property") located at 901 Main Street North, Jacksonville, Florida (Parcel ID 074378-0000), as described in **Attachment A-2** attached hereto and incorporated into the Brownfield Site Rehabilitation Agreement ("BSRA") for the Park View Inn Property which is part of the brownfield site assigned the Brownfield Site Identification Number BF160001017, beginning on the date of execution of the First Amendment to BSRA and ending on such date as deemed appropriate by the Department or the successful completion of the BSRA, whichever occurs first.
2. This permission is contemplated to be used for the following activities that may be performed by the Department, its agents, representatives or subcontractors:
 - a. Having access to areas where contamination may exist.
 - b. Investigation of soil and groundwater including, but not limited to, the installation of groundwater monitoring wells, the use of geophysical equipment, the use of an auger for collection of soil and sediment samples, the logging of existing wells, videotaping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, and other materials deemed appropriate by the Department and the like.
 - c. Removal, treatment and/or disposal of contaminated soil and water, which may include the installation of recovery wells or other treatment systems.
3. Upon completion of the investigation, the Department will restore the property as near as practicable to its condition immediately prior to the commencement of such activities.
4. The granting of this permission by the undersigned is not intended, nor should it be construed, as an admission of liability on the part of the undersigned or the undersigned's successors and assigns for any contamination discovered on the property.
5. The Department, its agents, representatives or subcontractors may enter the property during normal business hours and may also make special arrangements to enter the property at other times after agreement from the undersigned.
6. The Department acknowledges and accepts any responsibility it may have under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees acting within the scope of their employment while on the property.
7. In exercising its access privileges, the Department will take reasonable steps not to interfere with the Owner's operations, or the remediation and redevelopment activities pursuant to the BSRA.

Dozier Prestige Worldwide, LLC,
a Florida limited liability company
By: Contega Business Services, LLC,
a Florida limited liability company

By: 
Name: O. Kay Driver, Jr.
Title: Manager

2024/12/16
Date


Signature of Witness

Print Name: Jennifer Penington
12/16/2024
Date

Accepted by the Department by the following authorized agent:

Signature of Department representative

Print Name: _____

Title of Department representative

Date

Signature of Witness


Print Name: _____

Date


**ATTACHMENT C-3
SITE ACCESS AGREEMENT
PERMISSION TO ENTER PROPERTY
BROWNFIELDS REDEVELOPMENT PROGRAM**

1. Ollivanders Downtown, LLC, the real property owner ("undersigned" or "owner"), hereby grants permission to the State of Florida, Department of Environmental Protection ("Department") and its agents and subcontractors to enter the undersigned's property ("the property") located at 937 Main Street North, Jacksonville, Florida (Parcel ID 074386-0000), as described in **Attachment A-1** attached hereto and incorporated into the Brownfield Site Rehabilitation Agreement ("BSRA") for the brownfield site assigned the Brownfield Site Identification Number BF160001017, beginning on the date of execution of the First Amendment to BSRA and ending on such date as deemed appropriate by the Department or the successful completion of the BSRA, whichever occurs first.
2. This permission is contemplated to be used for the following activities that may be performed by the Department, its agents, representatives or subcontractors:
 - a. Having access to areas where contamination may exist.
 - b. Investigation of soil and groundwater including, but not limited to, the installation of groundwater monitoring wells, the use of geophysical equipment, the use of an auger for collection of soil and sediment samples, the logging of existing wells, videotaping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, and other materials deemed appropriate by the Department and the like.
 - c. Removal, treatment and/or disposal of contaminated soil and water, which may include the installation of recovery wells or other treatment systems.
3. Upon completion of the investigation, the Department will restore the property as near as practicable to its condition immediately prior to the commencement of such activities.
4. The granting of this permission by the undersigned is not intended, nor should it be construed, as an admission of liability on the part of the undersigned or the undersigned's successors and assigns for any contamination discovered on the property.
5. The Department, its agents, representatives or subcontractors may enter the property during normal business hours and may also make special arrangements to enter the property at other times after agreement from the undersigned.
6. The Department acknowledges and accepts any responsibility it may have under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees acting within the scope of their employment while on the property.
7. In exercising its access privileges, the Department will take reasonable steps not to interfere with the Owner's operations, or the remediation and redevelopment activities pursuant to the BSRA.

Ollivanders Downtown, LLC,
a Florida limited liability company
By: Contega Business Services, LLC,
a Florida limited liability company

By: 
Name: G. Ray Priest, Jr.
Title: Manager

2024/12/16
Date


Signature of Witness

Print Name: Jennifer Penington
12/16/2024
Date

Accepted by the Department by the following authorized agent:

Signature of Department representative

Print Name: _____

Title of Department representative

Date

Signature of Witness

Print Name: _____

Date

Attachment E
Contractor Certification Form

**CONTRACTOR CERTIFICATION FORM
BROWNFIELDS REDEVELOPMENT PROGRAM**

Contractor Name Geosyntec Consultants, Inc.

Date: 11 September 2024

Contractor Address: 1200 Riverplace Blvd. Suite 710, Jacksonville, FL 32207

Contact Name: Rachel Klinger

Phone No.: 904-450-4264

Fax No.: 904-396-1143

Brownfield Site ID #: BF480401008

CONTRACTOR CERTIFIES BY CHECKING ALL APPROPRIATE BOXES:	YES	NO
1. It meets all certification and license requirements imposed by law.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. It performs or contracts laboratory analysis pursuant to National Environmental Laboratory Accreditation Program certification requirements and performs or contracts field-sampling work in accordance with the Standard Operating Procedures for Field Activities pursuant to Chapter 62-160, Florida Administrative Code.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. It complies with all applicable OSHA regulations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Has the capacity to perform the majority of the site rehabilitation program tasks pursuant to a brownfield site rehabilitation agreement or supervise the performance of such tasks by licensed subcontractors in accordance with Section 489.113(9), Florida Statutes (F.S.).	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The person named below by signing as an "Officer of the Company" hereby certifies to the Florida Department of Environmental Protection (FDEP) that the Contractor named above meets the requirements for contractors participating in the Brownfields Redevelopment Program [Section 376.80(6), F.S.]:


Signature of Officer of the Company and Date Signed

Todd Kafka
Print Name of Officer of the Company

Sr. Principal / Vice President
Title of Officer of the Company

Contractors must immediately notify the FDEP (Brownfields District Coordinator, delegated local program) of any change in the above criteria. The FDEP may order a suspension or cessation of work for failure of a contractor to maintain their required certification.

Attachment F
Quality Assurance Certificate



State of Florida
Department of Health, Bureau of Public Health Laboratories
This is to certify that

E82574

ADVANCED ENVIRONMENTAL LABORATORIES, INC.
6681 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216


has complied with Florida Administrative Code 64E-1,
for the examination of environmental samples in the following categories

DRINKING WATER - GROUP I UNREGULATED CONTAMINANTS, DRINKING WATER - GROUP II UNREGULATED CONTAMINANTS, DRINKING WATER - GROUP III UNREGULATED CONTAMINANTS, DRINKING WATER - MICROBIOLOGY, DRINKING WATER - OTHER REGULATED CONTAMINANTS, DRINKING WATER - PRIMARY INORGANIC CONTAMINANTS, DRINKING WATER - SECONDARY INORGANIC CONTAMINANTS, DRINKING WATER - RADIOCHEMISTRY, DRINKING WATER - SYNTHETIC ORGANIC CONTAMINANTS, NON-POTABLE WATER - EXTRACTABLE ORGANICS, NON-POTABLE WATER - GENERAL CHEMISTRY, NON-POTABLE WATER - METALS, NON-POTABLE WATER - MICROBIOLOGY, NON-POTABLE WATER - PESTICIDES-HERBICIDES-PCB'S, NON-POTABLE WATER - VOLATILE ORGANICS, SOLID AND CHEMICAL MATERIALS - EXTRACTABLE ORGANICS, SOLID AND CHEMICAL MATERIALS - GENERAL CHEMISTRY, SOLID AND CHEMICAL MATERIALS - METALS, SOLID AND CHEMICAL MATERIALS - MICROBIOLOGY, SOLID AND CHEMICAL MATERIALS - PESTICIDES-HERBICIDES-PCB'S, SOLID AND CHEMICAL MATERIALS - VOLATILE ORGANICS

Continued certification is contingent upon successful on-going compliance with the NELAC Standards and FAC Rule 64E-1 regulations. Specific methods and analytes certified are cited on the Laboratory Scope of Accreditation for this laboratory and are on file at the Bureau of Public Health Laboratories, P. O. Box 210, Jacksonville, Florida 32231. Clients and customers are urged to verify with this agency the laboratory's certification status in Florida for particular methods and analytes.

Date Issued: July 01, 2024 Expiration Date: June 30, 2025




Marie-Claire Rowlinson, PhD, D(ABMM)
Bureau of Public Health Laboratories
DH Form 1697, 7/04
NON-TRANSFERABLE E82574-97-07/01/2024
Supersedes all previously issued certificates

**Exhibit A to First Amendment to
Brownfield Site Rehabilitation
Agreement**

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

**IN RE: Southport Financial Real Estate, LLC, City of Jacksonville, Jacksonville Hospitality Holdings, L.P., and Shoppes of Lakeside, Inc.
Main Street MGP Brownfield Site
956 Hubbard St, Jacksonville, FL 32206
Pilot Project Area
Brownfield Area ID BF160001000
Brownfield Site Identification No. BF160001017
FDEP Facility No. COM_185118
OGC Tracking Number 18-1024**

**BROWNFIELD SITE REHABILITATION AGREEMENT PURSUANT TO §376.80(5),
Florida Statutes (F.S.)**

WHEREAS, the Brownfields Redevelopment Act was enacted to reduce public health and environmental hazards on existing commercial and industrial sites by offering incentives to encourage responsible persons to voluntarily develop and implement cleanup plans; and

WHEREAS, the Department of Environmental Protection ("Department") is the administrative agency of the State of Florida having the power and duty to protect Florida's environment and to administer and enforce the provisions of Chapters 403 and 376, F.S., and the rules promulgated thereunder, Chapters 62-777 and 62-780, Florida Administrative Code (F.A.C.), as amended; and

WHEREAS, the Department has jurisdiction over the matters addressed in this Brownfield Site Rehabilitation Agreement ("BSRA"); and

WHEREAS, the Department has the authority, pursuant to §376.81, F.S., to establish by rule, criteria for determining the rehabilitation program tasks that comprise a site rehabilitation program and the level at which a rehabilitation program task and a site rehabilitation program may be deemed complete;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed as follows:

This BSRA is entered into between the Department and Southport Financial Real Estate, LLC ("Southport"), the City of Jacksonville ("City"), Jacksonville Hospitality Holdings, L.P. ("JHH") and Shoppes of Lakeside, Inc. ("Shoppes"), hereinafter collectively the Persons Responsible For Brownfield Site Rehabilitation ("PRFBSRs") (collectively referred to as the "parties"), for the rehabilitation of a brownfield site within a designated brownfield area pursuant to §376.80(5), F.S. This BSRA is not an admission of liability by any party hereto and shall not be construed or offered in evidence in any proceeding by any party to this BSRA or any other

Main Street MGP Brownfield Site
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF160001017

person or entity as an admission of liability by any party with respect to the contamination at the Main Street MGP Brownfield Site or any other site or property. The Department and the PRFBSRs agree to the following:

1. DEPARTMENT OF ENVIRONMENTAL PROTECTION

The Department is the agency of the State of Florida with authority and power to enforce the provisions of Chapters 376 and 403, F.S.

2. PERSONS RESPONSIBLE FOR BROWNFIELD SITE REHABILITATION

City and Shoppes are PRFBSRs, as defined in §376.79(15), F.S., for the real property described in the map and legal description in **Attachment A-1** (the “Confederate Park Area”), incorporated herein. Southport and JHH are PRFBSRs, as defined in §376.79(15), F.S., for the real property described in the map and legal description in **Attachment A-2** (the “Park View Inn Property”), incorporated herein. The Park View Inn Property and the Confederate Park Area are located within the Main Street MGP Brownfield Site. The Confederate Park Area also includes a parcel owned by Shoppes. The Main Street MGP Brownfield Site is within the area that has been designated by the City of Jacksonville in Resolution Number 2000-125-A on March 22, 2000, as amended by Resolution Number 2007-13-A on March 5, 2007, as part of a brownfield area as defined in §376.79(5), F.S. **Attachment A-3** contains the city resolutions with all attachments including the map of the designated brownfield area. The Main Street MGP Brownfield Site consists of approximately 12.85 acres.

3. PRFBSRS’ DUTIES

The PRFBSRs agree:

- (a) that Southport and JHH shall conduct activities that are integral, necessary and required for “site rehabilitation” of the Park View Inn Property as that property is described in **Attachment A-2**; but under no circumstances, unless agreed to by the parties to ensure maximum efficiencies, shall Southport and JHH conduct or be obligated to conduct additional site rehabilitation of the Main Street MGP Brownfield Site except the Park View Inn Property;

- (b) that the City and Shoppes shall conduct “site rehabilitation” of the Confederate Park Area, as described in **Attachment A-1**, but under no circumstances shall the City or Shoppes conduct or be obligated to conduct site rehabilitation of the Park View Inn Property. If such contaminated site(s) extend(s) beyond the boundary of the Confederate Park Area as shown in **Attachment A-1**, excluding the Park View Inn Property, then City and Shoppes agree to conduct site rehabilitation to address the contaminated site extending beyond the boundary of the Confederate Park Area;
- (c) that Southport, Shoppes, City and JHH shall (i) provide, as necessary, site access to Southport, JHH, City and Shoppes and their respective or joint agents, consultants, contractors and subcontractors pursuant to this agreement or separate site access and remediation agreements for all investigatory and remedial work that may be required by the Department to perform and complete remediation of the Main Street MGP Brownfield Site in accordance with this BSRA and according to Department regulations and (ii) agree to sign and record appropriate, site specific restrictive covenants with engineering and legal restrictions and conditions that may be necessary to obtain a Site Rehabilitation Completion Order with engineering and legal conditions and restrictions (“Conditional SRCO”) for the Main Street MGP Brownfield Site; provided, however, that Southport or JHH shall not be obligated to agree to a Conditional SRCO that, in any way, would restrict the use of the Park View Inn Property to industrial or commercial uses; and provided further that City shall not be obligated to agree to a Conditional SRCO that, in any way, prevents existing roadways from being used as roadways or prevents Confederate Park from being used as a public park and historic landmark;
- (d) that site rehabilitation of the Park View Inn Property may impact or influence site rehabilitation of the remainder of the Main Street MGP Brownfield Site and site rehabilitation of the remainder of the Main Street MGP Brownfield Site may impact or influence site rehabilitation of the Park View Inn Property; in either case, the parties agree to work together in good faith to adjust rehabilitation plans and rehabilitation schedules if and as needed to maintain timely, efficient site rehabilitation efforts in accordance with this BSRA and to ensure that the combined remedial efforts are integral to site rehabilitation pursuant to paragraph 7, herein;
- (e) that the City and Shoppes shall conduct site rehabilitation and submit technical reports and rehabilitation plans in a timely manner according to the attached brownfield site rehabilitation schedule agreed upon by the parties (see **Attachment B-1**), and incorporated herein;
- (f) that Southport and JHH shall conduct site rehabilitation and submit technical reports and rehabilitation plans in a timely manner according to the attached brownfield site rehabilitation schedule agreed upon by the parties (see **Attachment B-2**), and incorporated herein;

Main Street MGP Brownfield Site
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF160001017

- (g) in no case shall site rehabilitation of the Park View Inn Property result in the destabilization of groundwater contamination downgradient of the Park View Inn Property;
- (h) to conduct site rehabilitation activities under the observation of professional engineers or professional geologists, as applicable, who are registered in accordance with the requirements of Chapters 471 or 492, F.S., respectively. Submittals provided by the PRFBSRs must be signed and sealed by a professional engineer registered under Chapter 471, F.S., or by a professional geologist registered under Chapter 492, F.S., as applicable, certifying that the submittal and associated work comply with the laws and rules of the Department and those governing the profession. Upon completion of the approved remedial actions, a professional engineer registered under Chapter 471, F.S., or a professional geologist registered under Chapter 492, F.S., as applicable, must certify that the corrective actions were, to the best of his or her knowledge, completed in substantial conformance with the plans and specifications approved by the Department;
- (i) to conduct site rehabilitation in accordance with Chapter 62-160, F.A.C., as the same may be amended from time to time;
- (j) to obtain any local, state or federal approvals or permits required for the site rehabilitation work and to conduct the necessary site rehabilitation consistent with local, state, and federal laws, rules and ordinances. All site rehabilitation shall be consistent with the cleanup criteria in §376.81, F.S., the requirements of Chapters 62-780, F.A.C., Contaminated Site Cleanup Criteria, and 62-777, F.A.C., Contaminant Cleanup Target Levels;
- (k) to allow access by the Department during the entire site rehabilitation process, as evidenced by the attached documentation (see **Attachment C**) incorporated herein, establishing that such site access has been secured by agreement with the real property owners. Upon the transfer of any real property interest in any portion of the Main Street MGP Brownfield Site before site rehabilitations are complete, the respective PRFBSRs, shall notify the Department and the other PRFBSRs within 15 days from the date that such an interest is effective. With notice the PRFBSR shall provide a copy of an access agreement in substantially the same form as that in **Attachment C** with any successor in interest to the real property owners of the Main Street MGP Brownfield Site or with any party with a real property interest in the Main Street MGP Brownfield Site after the effective date of this agreement, granting such access to the Department; and

- (l) to consider appropriate pollution prevention measures and to implement those that the PRFBSRs determine are reasonable and cost-effective, taking into account the ultimate use or uses of the real property described in **Attachment A-3**. Local pollution prevention programs as well as state pollution prevention programs are available to assist in determining pollution reduction measures. The Department recommends that the PRFBSRs contact the Department's Pollution Prevention (P2)/Waste Reduction Program at (850) 245-8707 or visit the P2 web site at <http://www.dep.state.fl.us/pollutionprevention/aboutus.htm> for recommendations on waste minimization and waste management and for assistance with pollution prevention measures. Such measures may include improved inventory or production controls and procedures for preventing loss, spills, and leaks of hazardous waste and materials, and include the goals for the reduction of releases of toxic materials.

4. CERTIFICATION

The City is the local government with jurisdiction over the real property described in **Attachment A-3**. Therefore, the City certifies that the proposed redevelopment complies with applicable laws and requirements for such redevelopment. Documentation provided that describes the proposed redevelopment is provided as **Attachment A-3**.

5. SITE CONTRACTOR

The PRFBSRs must ensure that the contractors who are performing the majority of the site rehabilitation program tasks pursuant to this BSRA or supervising the performance of such tasks by licensed subcontractors in accordance with the provisions of § 489.113(9), F.S., have provided certification to the Department that the contractors meet the requirements listed below. If the identities of the contractors are known at the time of the execution of this BSRA, a Brownfields Redevelopment Program Contractor Certification Forms ("CCF") shall be submitted as **Attachment E** to this BSRA. If the contractors have not yet been determined, the PRFBSRs shall ensure that the CCF is submitted to the District Brownfield Coordinator and approved by the Department before the contractors begin performing any site rehabilitation tasks at the site.

The PRFBSRs must submit to the Department documentation as **Attachment F**, which shows a National Environmental Laboratory Accreditation Program ("NELAP")-recognized authority has accredited the laboratory(s) that will perform the analyses required by this agreement.

Any contractor that performs site rehabilitation tasks at a contaminated site originating on the real property as described in **Attachment A-3** shall provide documentation in accordance with the provisions of the paragraph above and with **Attachments E and F**, if applicable, showing that any contractor that performs site rehabilitation tasks:

- (a) meets all certification and license requirements imposed by law; and
- (b) performs, or has laboratory analyses performed, pursuant to NELAP certification requirements and performs, or has field sampling work performed, in accordance with the Standard Operating Procedures provided in Chapter 62-160, F.A.C., as amended, if applicable to performance of site rehabilitation tasks.

6. CONTINUOUS COMPLIANCE

During the entire site rehabilitation process, the PRFBSRs agree to ensure that the contractors continue to comply with the requirements of Paragraph 5 of this BSRA pursuant to the requirements of §376.80(6), F.S.

7. VOLUNTARY CLEANUP TAX CREDIT PROGRAM

Not all activities that are approved or performed in association with a BSRA are eligible for the state's Voluntary Cleanup Tax Credit ("VCTC"). In accordance with Section 376.30781, F.S., only costs incurred and paid by the applicant that are either integral, necessary and required for site rehabilitation or for solid waste removal, are eligible for the VCTC. Contamination assessment or remediation paid for by the State of Florida for a discharge that is eligible for a state-funded cleanup under the Dry-Cleaning Solvent Contamination Program or one of the Petroleum Restoration Program's eligibility programs, may not be used to calculate a tax credit. "Site rehabilitation" means the assessment of site contamination and the remediation activities that reduce the levels of contaminants at a site through accepted treatment methods to meet the cleanup target levels established for that site. For purposes of requesting a site rehabilitation completion bonus pursuant to Section 376.30781(3)(c), F.S. a VC NFA (see Paragraph 13) does not qualify as it only indicates that certain parts or properties in the contaminated site have been addressed. For sites subject to the Resource Conservation and Recovery Act, as amended, the term includes removal, decontamination, and corrective action of releases of hazardous substances. "Solid waste removal" means removal of solid waste from the land surface or excavation of solid waste from below the land surface and removal of the solid waste from the Brownfield Site. Nothing contained herein is intended to limit the VCTC otherwise available to the PRFBSRs under applicable law. General information about the VCTC Program is available at <http://www.dep.state.fl.us/waste/categories/vctc/default.htm>. For specific questions regarding the VCTC Program, please contact the Department's Waste Cleanup Program at (850) 245-8958.

8. ADVISORY COMMITTEE

The PRFBSRs shall establish an advisory committee pursuant to the requirements of §376.80(4), F.S., for the purpose of improving public participation and receiving public comments on rehabilitation and redevelopment of the brownfield area, future land use, local employment opportunities, community safety, and environmental justice. The advisory committee should include residents within or adjacent to the brownfield area,

businesses operating within the brownfield area, and others deemed appropriate. However, if an appropriate local advisory committee already exists, this committee may be used for requesting public participation and for the purposes of complying with this paragraph.

The PRFBSRs shall provide the advisory committee a copy of the final proposed draft BSRA and a copy of the executed BSRA. When the PRFBSRs submit a site assessment report or the technical document containing the proposed course of action following site assessment to the Department or the local pollution control program for review, the PRFBSRs shall hold a meeting or attend a regularly scheduled meeting to inform the advisory committee of the findings and recommendations in the site assessment report or the technical document containing the proposed course of action following site assessment.

The names, addresses, contact numbers, and applicable affiliation for each advisory committee member is included as **Attachment G**.

9. INDEMNIFICATION

The PRFBSRs shall save and hold harmless and indemnify the Department against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this BSRA and from the negligent acts or omissions of the PRFBSRs or their employees, agents, contractors, subcontractors, or other representatives, to the extent allowed by law.

10. LIABILITY PROTECTION

The liability protection provided under §376.82, F.S., shall become effective for each and every PRFBSR upon execution of this BSRA and shall remain effective, provided the PRFBSRs comply with the terms of this BSRA. If one or more PRFBSRs fail to comply with the terms of this BSRA, terminate its obligations under this BSRA, or for any reason whatsoever become ineligible for the liability protection provided under §376.82, F.S., the liability protection under §376.82, F.S. shall remain in full force and effect for any PRFBSR that maintains compliance with the terms of this BSRA.

11. TERMINATION

If any one or more of the PRFBSRs fail to comply with this BSRA, the Department shall notify all of the PRFBSRs and allow 90 days for the PRFBSRs to return to compliance with the provision at issue or to negotiate a modification to the BSRA with the Department for good cause shown. If an imminent hazard exists, the 90-day grace period shall not apply. If the project is not returned to compliance with this BSRA and a modification cannot be negotiated, the Department shall terminate this BSRA. Notwithstanding any provision in this BSRA to the contrary, if City and Shoppes fail to comply with this BSRA, the BSRA shall remain in full force and effect as to Southport,

JHH and the Park View Inn Property, provided that Southport or JHH is in compliance with this BSRA.

Any PRFBSR may terminate its obligations under this BSRA at any time upon written notice to the Department and the other PRFBSRs. If Southport and JHH or their successors or assigns (pursuant to Paragraph 17) terminate their obligations or fail to comply with their obligations, the BSRA is entirely terminated automatically. In the event that Southport and JHH terminate their obligations under this BSRA, the non-terminating PRFBSRs shall remain eligible for VCTCs for any eligible costs incurred up to the date on which Southport and JHH terminate their obligations under this BSRA.

Termination of its obligations under this BSRA by a party will revoke the immunity provision of §376.82, F.S. as to that party. As established in Paragraph 10 herein, the immunity provision of §376.82, F.S., shall remain in full force and effect as to any non-terminating PRFBSRs, unless the entire BSRA is terminated.

Notwithstanding any provision in this BSRA to the contrary, the PRFBSRs' duties are limited to those enumerated in Paragraph 3 hereof. If either of the City or Shoppes fails to comply with or terminates this BSRA, the BSRA shall remain valid as to Southport and JHH; however, as established in Paragraph 3, Southport's and JHH's duties shall be limited to site rehabilitation on the Park View Inn Property and any agreed upon deviation memorialized in cleanup plans and documents.

Nothing herein shall be construed to limit the authority of the Department to undertake any action in response to, or to recover the costs of responding to, conditions at or from the real property described in **Attachment A-3** that require the Department to take action to abate an imminent hazard to the public health, welfare or the environment.

12. RELEASE OF LIABILITY

Upon successful completion of their obligations under this BSRA, as evidenced by the issuance of a Voluntary Cleanup No Further Action Order ("VC NFA") for each contaminated property originating from the Main Street MGP Brownfield Site described in **Attachment A-3**, the PRFBSRs and their respective successors and assigns, shall, except as otherwise provided in the VC NFA, be relieved from further liability for site rehabilitation as described in Paragraph 3.a. of this BSRA to the Department and third parties and of liability in contribution to any other party who has or may incur cleanup liability for the contaminated site(s).

As noted above, the Main Street MGP Brownfield Site is an integrated site that includes properties owned by City, Shoppes and JHH (which may at some point may be acquired by Southport). The Department acknowledges that Southport and JHH may complete their obligations under this BSRA prior to Shoppes and the City completing their obligations. The Department agrees that it will issue an VC NFA for the Park View Inn Property upon Southport's and JHH's completion of the site rehabilitation activities that meet the criteria of Rule 62-780.680, F.A.C., on the Park View Inn Property, regardless

of the stage of completion of site rehabilitation at the remainder of the Main Street MGP Brownfield Site. However, Southport and JHH acknowledge that a VC NFA is not equivalent to an SRCO for the purposes of the VCTC SRCO bonus pursuant to Section 376.30781(3)(a)c., F.S. Such bonus tax credits are not available and may not be requested by any PRFBSR until the entire Main Street MGP Brownfield Site has been rehabilitated and the Department issues an SRCO (with or without conditions) for the entire Main Street MGP Brownfield Site. The Department agrees that all costs that are integral, necessary and required for site rehabilitation or for solid waste removal incurred by any PRFBSR with respect to the remediation and site rehabilitation of any part of the Main Street MGP Brownfield Site will be eligible for VCTC tax credits and VCTC SRCO bonus tax credits pursuant to Section 376.30781(3)(a)c.

This release of liability is subject to the reopener provisions of §376.82(3), F.S.

13. GOVERNING LAW

This BSRA has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida and any applicable local regulations. Wherever possible, each provision of this BSRA shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this BSRA shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this BSRA. Any action hereon or in connection herewith shall be brought in Duval County, Florida.

14. SUBMITTALS

The PRFBSRs shall submit one hard (paper) copy or one electronic (digital) copy of any certifications or documentation required in Paragraph 5 ("Site Contractor") above, and all data, reports, responses, addenda, or modifications to reports and plans required by this BSRA to:

Darrin McKeehen, Brownfields Coordinator
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256
Darrin.McKeehen@dep.state.fl.us
(904) 256-1545

The Department encourages the submittal of documents for review in an electronic format rather than the submittal of paper copies. All electronic copies of documents shall be in the format listed in Section 8 of the Instructions and attached as **Attachment H**. Time frames for the Department's review of technical reports and plans and submittal of documents by the PRFBSRs shall be governed by the attached schedules (see **Attachments B-1 and B-2**), incorporated herein. After final Department approval of each report or plan, an electronic copy shall be submitted to the Department within 30

days. The electronic copy of the report shall be submitted in the format listed in **Attachment H**.

15. DOCUMENT REVIEW

During the site rehabilitation process, if the Department fails to complete the review of a technical document within the time frame specified in this BSRA, with the exceptions of “no further action proposals,” “monitoring only proposals,” and feasibility studies, which must be approved prior to implementation, the PRFBSRs may proceed to the next site rehabilitation task. However, the PRFBSRs do so at their own risk and may be required by the Department to complete additional work on a previous task.

16. ASSIGNMENT

The PRFBSRs shall not assign any rights or responsibilities under this BSRA to any other party without the written consent of the Department and the local government with jurisdiction over the real property described in **Attachment A-3**. However, the Department shall not withhold its consent to such an assignment if: (a) the proposed assignee meets all of the eligibility criteria under §376.82, F.S.; (b) the proposed assignee has agreed, in writing, to assume all obligations of the respective PRFBSR(s) under the terms of this BSRA; and (c) the assignment of the PRFBSR(s) obligations under any agreement with the local government with jurisdiction over the real property has been approved, in writing, by the local government.

17. WAIVER

By entering into this BSRA, the PRFBSRs waive their right to challenge the contents of this BSRA in an administrative hearing afforded by §120.569 and §120.57, F.S., or an appeal afforded by the terms of §120.68, F.S. This BSRA does not deny the PRFBSRs a right to challenge the Department’s actions taken pursuant to this BSRA. No delay or failure to exercise any right, power or remedy accruing to any party upon breach or default by any party under this BSRA, shall impair any such right, power or remedy of any other party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

18. EFFECTIVE DATE AND ADMINISTRATIVE HEARING

This BSRA (Order) is final and effective on the date of execution unless a timely petition for an administrative hearing is filed under §§120.569 and 120.57, F.S., within 21 days after the date of receipt of notice of agency action. Upon the timely filing of such petition, this BSRA will not be effective until further order of the Department. The liability protection for the PRFBSRs pursuant to §376.82(2), F.S., becomes effective upon execution of the BSRA. The procedures for petitioning a hearing are set forth below.

Main Street MGP Brownfield Site
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF160001017

Persons other than the PRFBSRs who are affected by this BSRA have the following options:

- (a) If you choose to accept the Department's decision regarding this BSRA, you do not have to do anything. This BSRA is final and effective 21 days after the date of execution.
- (b) If you choose to challenge the Department's decision, you may do the following:
 - (i) File a request for an extension of time to file a petition for hearing with the Agency Clerk of the Department in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000 within 21 days of receipt of this BSRA; such a request should be made if you wish to meet with the Department in an attempt to informally resolve any disputes without first filing a petition for hearing.

Or

- (ii) File a petition for administrative hearing with the Agency Clerk of the Department in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000 within 21 days of receipt of this BSRA.

Please be advised that mediation of this decision pursuant to §120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for Hearing:

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for hearing. Such a request shall be filed with (received by) the Agency Clerk of the Department in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within 21 days of receipt of this BSRA. Petitioner shall mail a copy of the request to the PRFBSRs at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing:

A person whose substantial interests are affected by this BSRA may petition for an administrative proceeding (hearing) under §§120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed with (received by) the Agency Clerk of the Department in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within 21 days of receipt of this BSRA. Petitioner shall mail a copy of the petition to the PRFBSRs at the time of filing. Failure to file a petition

within this time period shall constitute a waiver of any right to request an administrative proceeding under Chapter 120, F.S.

Pursuant to §120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

1. The name, address, any e-mail address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the PRFBSRs' names and addresses; the Department's Brownfield Area and Brownfield Site Identification Numbers; and the name and address of the Brownfield Site; the name and address of each agency affected;
2. A statement of when and how each petitioner received notice of the Department's action or proposed action;
3. An explanation of how each petitioner's substantial interests will be affected by the Department's action or proposed action;
4. A statement of the disputed issues of material fact, or a statement that there are no disputed facts;
5. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;
6. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action, including an explanation of how the alleged facts relate to the specific rules of statutes; and
7. A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this BSRA. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

19. JUDICIAL REVIEW

Except for the PRFBSRs, any party has the right to seek judicial review of this BSRA under §120.68, F.S., by filing a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure with the Agency Clerk of the Department in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee,

Main Street MGP Brownfield Site
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF160001017

Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The notice of appeal must be filed within 30 days after this BSRA is filed with the clerk of the Department (see below).

20. CONTACTS FOR GENERAL AND LEGAL QUESTIONS

Any questions about the content of this BSRA, the Department's review of the BSRA, or technical questions should be directed to the Department's District Brownfields Coordinator at:

Darrin McKeehen, Brownfields Coordinator
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256
Darrin.McKeehen@dep.state.fl.us
(904) 256-1545

or to Southport's representative at:

Trey Mills
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207
Tmills@rtlaw.com
904.346.5902

or to City's representative at:

Bill Pence
200 South Orange Avenue, Suite 2300
Orlando, Florida 32801-3432
wpence@bakerlaw.com
407.649.4095

or to Shoppes' representative at:

Mary C. Sorrell
Mary C. Sorrell, P.A.
2440 Mayport Road, Suite 7
Atlantic Beach, Florida 32233
904.247.1484

or to JHH's representative at:

Lynne Rhode
One Independent Drive, Suite 1200
Jacksonville, Florida 32202
LRhode@drivermcafee.com

Main Street MGP Brownfield Site
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF160001017

(904) 807-8216

Questions regarding legal issues should be referred to the Department's Brownfields Program Attorney in the Office of General Counsel at (850) 245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

21. ENTIRETY OF AGREEMENT


This BSRA represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this BSRA shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this BSRA, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Main Street MGP Brownfield Site
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF160001017


IN WITNESS WHEREOF, each of the parties has made and executed this Brownfield Site Rehabilitation Agreement on the date set forth for each signature of each representative below: Gregory J. Strong, P.E., Director Northeast District, State of Florida Department of Environmental Protection; Southport Financial Real Estate, LLC, a Person Responsible for Brownfield Site Rehabilitation, signing by and through Michael Molinari; City of Jacksonville, a Person Responsible for Brownfield Site Rehabilitation, signing by and through Mayor Lenny Curry; Shoppes of Lakeside, Inc., a Person Responsible for Brownfield Site Rehabilitation, signing by and through Chris Hionides; and Jacksonville Hospitality Holdings, L. P., a Person Responsible for Brownfield Site Rehabilitation, signing by and through Robert Van Winkel.

**SOUTHPORT FINANCIAL REAL
ESTATE, LLC**

By: 
Michael Molinari
Vice President
5403 West Gray Street
Tampa, FL 33609

Date: 7/27/18

**STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

By: 
Gregory J. Strong
Director, Northeast District

Date: September 18, 2018

Approved as to form and legality:

R. Robinette Sept. 18, 2018
Rebecca Robinette, FDEP Attorney

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to §120.52
Florida Statutes, with the designated
Department Clerk, receipt of which is hereby
acknowledged.


Clerk (or Deputy Clerk)

Date: September 18, 2018

Main Street MGP Brownfield Site
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF160001017

CITY OF JACKSONVILLE, FLORIDA

(SEAL)

**JACKSONVILLE HOSPITALITY
HOLDINGS, L.P.**

By: _____
Mayor

Date: _____

Corporation Secretary

Approved as to form:
Office of General Counsel

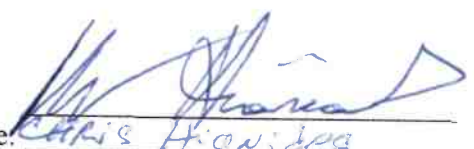
By: _____
Attorney

Date: _____

By: _____
Name: _____
Its: _____
Address: _____

Date: _____

SHOPPES OF LAKESIDE, INC.

By: 
Name: Chris Hionides
Its: President
Address: 2440 Mayport Rd, #7
Atlantic Beach, FL 32233

Date: 8/1/18

cc: FDEP Program Attorney who reviewed BSRA
Justin Cross, FDEP Government Analyst
Carrie L. Kruchell, P.G., FDEP Brownfields Program Manager
Darrin McKeehen, Northeast District Brownfields Coordinator, FDEP

Main Street MGP Brownfield Site
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF160001017

CITY OF JACKSONVILLE, FLORIDA

(SEAL)

By: _____
Mayor

Date: _____

Corporation Secretary

Approved as to form:
Office of General Counsel

By: _____
Attorney

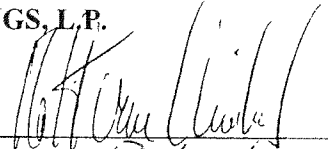
Date: _____

SHOPPES OF LAKESIDE, INC.

By: _____
Name: _____
Its: _____
Address: _____

Date: _____

**JACKSONVILLE HOSPITALITY
HOLDINGS, L.P.**

By: 
Name: Robert van Winkel
Its: Partner
Address: 231 Riverside Dr. #1903
Daytona Beach, FL 32117

Date: August 1, 2018

cc: FDEP Program Attorney who reviewed BSRA
Justin Cross, FDEP Government Analyst
Carrie L. Kruchell, P.G., FDEP Brownfields Program Manager
Darrin McKeehen, Northeast District Brownfields Coordinator, FDEP

Main Street MGP Brownfield Site
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF160001017

Sam E. Mousa
Chief Administrative Officer
CITY OF JACKSONVILLE, FLORIDA
(SEAL) For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

By: [Signature]
Mayor

Date: 08/07/18
By: [Signature]
Corporation Secretary

Approved as to form
Office of General Counsel

By: [Signature]
Attorney

Date: 8/6/18

**JACKSONVILLE HOSPITALITY
HOLDINGS, L.P.**

By: _____

Name: _____

Its: _____

Address: _____

Date: _____

SHOPPES OF LAKESIDE, INC.

By: _____

Name: _____

Its: _____

Address: _____

Date: _____

cc: FDEP Program Attorney who reviewed BSRA
Justin Cross, FDEP Government Analyst
Carrie L. Kruchell, P.G., FDEP Brownfields Program Manager
Darrin McKeen, Northeast District Brownfields Coordinator, FDEP

Main Street MGP Brownfield Site
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF160001017

List of Attachments

Attachment A-1	Map and Legal Description of the Confederate Park Area
Attachment A-2	Map and Legal Description of the Park View Inn Property
Attachment A-3	Local Government Resolution for the Brownfield Area and Map and Legal Description of the Main Street MGP Brownfield Site
Attachment B-1	Confederate Park Area Rehabilitation Schedule
Attachment B-2	Park View Inn Property Rehabilitation Schedule
Attachment C	Site Access Agreement
Attachment D	Certification of Redevelopment Agreement
Attachment E	Contractor Certification Form
Attachment F	Quality Assurance Certificate
Attachment G	Advisory Committee Members
Attachment H	Format for Submittal of Technical Documents

ATTACHMENT A
LOCAL GOVERNMENT RESOLUTION FOR THE BROWNFIELD AREA AND MAP
AND LEGAL DESCRIPTION OF THE BROWNFIELD SITE

This **Attachment A** includes (i) Attachment A-1, a map and legal description of the Confederate Park Area, (ii) Attachment A-2, a map and legal description of the Park View Inn Property; and (iii) Attachment A-3, consisting of a copy of the local government resolution, including the resolution's attachments that designated the brownfield area pursuant to §376.80, F.S.

**Attachment A-1
Map and Legal Description
Confederate Park Area**

SHOPPES OF LAKSIDE, INC. PARCEL:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF DUVAL AND STATE OF FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1, 2 and 3, HART'S MAP OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

CONFEDERATE PARK PARCEL:

All that certain tract, piece or parcel of land situate, lying and being in Duval County, Florida, more particularly described as follows:

(Book 27, Pge 54):

The West 34 feet, 7 inches of the North 156 feet of Lot 2 in Block 108, Springfield, according to the Plat thereof as recorded in Book "Q", Page 878, of the f.p.r. of said County;

Together with the following (Book 27, Page 53):

The E ½ of the West 1/3 of the North 156 feet of Lot 2 in Block 108, Springfield, according to the Plat thereof as recorded in Book "Q", Page 878, of the f.p.r. of said County;

Together with the following (Book 29, page 87):

Part of Block 108, Springfield, in the City of Jacksonville, beginning at the point of intersection of the East line of Main Street with Hogan's Creek, running thence in a Northerly direction along the East line of Main Street to the point of its intersection with the South line of Phelps Street; thence in an Easterly direction along the said South line of Phelps Street to its point of intersection with the West line of Lot 2 old number in said block; thence in a Southerly direction along the west line of said lot 2 to the Southwest corner of said lot; thence in an Easterly direction along the South line of said lot to its point of intersection with Hubbard Street; thence in a Southerly and Southeasterly direction along the Western line of Hubbard Street to the point of its intersection with the Northern boundary line, or line projected, of the land in said block owned by W. M. Bostwick, thence Westerly and Southerly along the North and West boundary lines of said land to Hogan's Creek, thence along Hogan's Creek to the point of beginning, being all the land owned by the Springfield Company in said block.

Together with the following (Book 33, Page 407):

Page ii of xv

The East $69 \frac{2}{3}$ feet of the West $139 \frac{1}{3}$ feet of the North 156 feet of Lot 2, in Block 108, Springfield, according to the Plat thereof as recorded in Book "Q", Page 878, of f.p.r. of Duval County, Fla. Also the South 53 feet of the West $139 \frac{1}{3}$ feet of said Lot 2.

Together with the following (Book 31 Page 154):

The East 69 feet 8 inches of the North 209 feet of Block 108, Springfield in the City of Jacksonville.

The above described property consists of Parcel Identification Numbers 072979-0000 and 074385-0000 as assigned by the Duval County Property Appraiser. The above-described land comprises all of the property known as Confederate Park, and is further identified by the attached aerials.





Plus: (i) that portion of Orange Street between Main Street and Market Street; (ii) that portion of Ocean Street from State Street to Orange Street; and (iii) that portion of Hubbard Street from Orange Street to Phelps Street.

Attachment A-2
Map and Legal Description
Park View Inn Property

ALL OF BLOCK 137 OF HART'S MAP OF JACKSONVILLE BOUNDED NORTH BY ORANGE STREET, EAST BY OCEAN STREET, SOUTH BY STATE STREET AND WEST BY MAIN STREET, EXCEPTING PART OF SAID LOT 1, ACQUIRED BY DUVAL COUNTY AND FLORIDA STATE IMPROVEMENT COMMISSION BY ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 165, PAGE 465, DESCRIBED AS FOLLOWS:

A TRIANGULAR PARCEL OF LAND BEING A PART OF LOT 1, BLOCK 137 OF HART'S MAP OF JACKSONVILLE, SAID LOT BEING LOCATED AT THE NORTHEAST CORNER OF MAIN AND STATE STREETS, AND SAID PARCEL BEING DESCRIBED AS: BEGIN AT THE INTERSECTION OF THE NORTH LINE OF STATE STREET AND THE EAST LINE OF MAIN STREET AND RUN THENCE NORTHERLY ALONG THE EAST LINE OF MAIN STREET, 15 FEET; RUN THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO A POINT ON THE NORTH LINE OF STATE STREET, SAID POINT BEING 10 FEET EASTERLY FROM THE POINT OF BEGINNING; RUN THENCE WESTERLY ALONG THE NORTH LINE OF STATE STREET, 10 FEET TO THE POINT OF BEGINNING.



Attachment A-3

1 Introduced by the Council President at the request of the Mayor:
2
3

4 RESOLUTION 2000-125-A

5 A RESOLUTION MAKING FINDINGS; DESIGNATING THE
6 JACKSONVILLE BROWNFIELDS AREA FOR
7 ENVIRONMENTAL REHABILITATION AND ECONOMIC
8 DEVELOPMENT; AND, PROVIDING AN EFFECTIVE DATE.
9

10 WHEREAS, the Consolidated City of Jacksonville has received a
11 grant from the U.S. Environmental Protection Agency under the
12 Agency's National Brownfields Initiative; and,

13 WHEREAS, the City has also received a State grant
14 complementing the Federal Brownfields grant; and,

15 WHEREAS, to receive those grants the City identified an area
16 as the focus of its designated Brownfields pilot project area,
17 which consists of historically industrial downtown areas along the
18 St. Johns River, the Talleyrand Redevelopment Area, and
19 Jacksonville's Enterprise Zone, hereinafter "the pilot project
20 area;" and,

21 WHEREAS, pursuant to the Florida Brownfields Redevelopment
22 Act, §§376.77 - 376.85, Fla. Stat., hereinafter, "the Act,"
23 §§376.80(1) specifically provided for local governments to
24 designate by resolution areas consisting of one or more Brownfields
25 sites, as "Brownfields areas" and environmentally rehabilitate and
26 economically redevelop the designated areas; and,

27 WHEREAS, the City desires to now designate, pursuant to the
28 Act, the Enterprise Zone area as a Brownfield area to secure the
29 benefits accruing under the Act;

30 WHEREAS, the pilot project area meets the criteria specified
31 in §376.80(2)(a), Fla. Stat., for designation as a Brownfield area,

EXHIBIT

1

Attachment A
Exhibit 1

1 in that it is within the federally approved Brownfield pilot
2 project area and coextensive with the City's state designated
3 enterprise zone; and,

4 WHEREAS, the City shall notify in writing the Florida
5 Department of Environmental Protection of Jacksonville's
6 designating of the Brownfield Area; and,

7 WHEREAS, the City has complied with the procedures outlined in
8 §125.66, Fla. Stat., and having given proper notice as required by
9 §376.80(1) and 125.66(4)(b)2, Fla. Stat; now therefore,

10 BE IT RESOLVED by the Council of the City of Jacksonville:

11 Section 1. The Council, acting as the governing body of a
12 county, finds the preamble hereof to be true and correct.

13 Section 2. For the purposes of §§376.77 - 376.85, Fla.
14 Stat., the area depicted on Exhibit A, attached hereto and
15 incorporated herein by reference, is hereby designated as a
16 Brownfield area. Such designation shall not, however, render the
17 City of Jacksonville liable for the cost of site rehabilitation or
18 source removal, as those terms are defined in §§376.79(14) and
19 (15), Fla. Stat., or for any other costs in excess of those
20 attributable to the City as administrator of a Brownfields Program
21 and as a property owner, if it owns or hereafter acquires any
22 realty within the designated Brownfield area.


23 Section 3. The City will advise the Florida Department of
24 Environmental Protection when there is a person who has assumed
25 responsibility for a Brownfield site rehabilitation within the
26 designated area.

27 Section 4. This Resolution shall become effective upon
28 signature by the Mayor or upon becoming effective without the
29 Mayor's signature.
30
31

1 Form Approved:

2

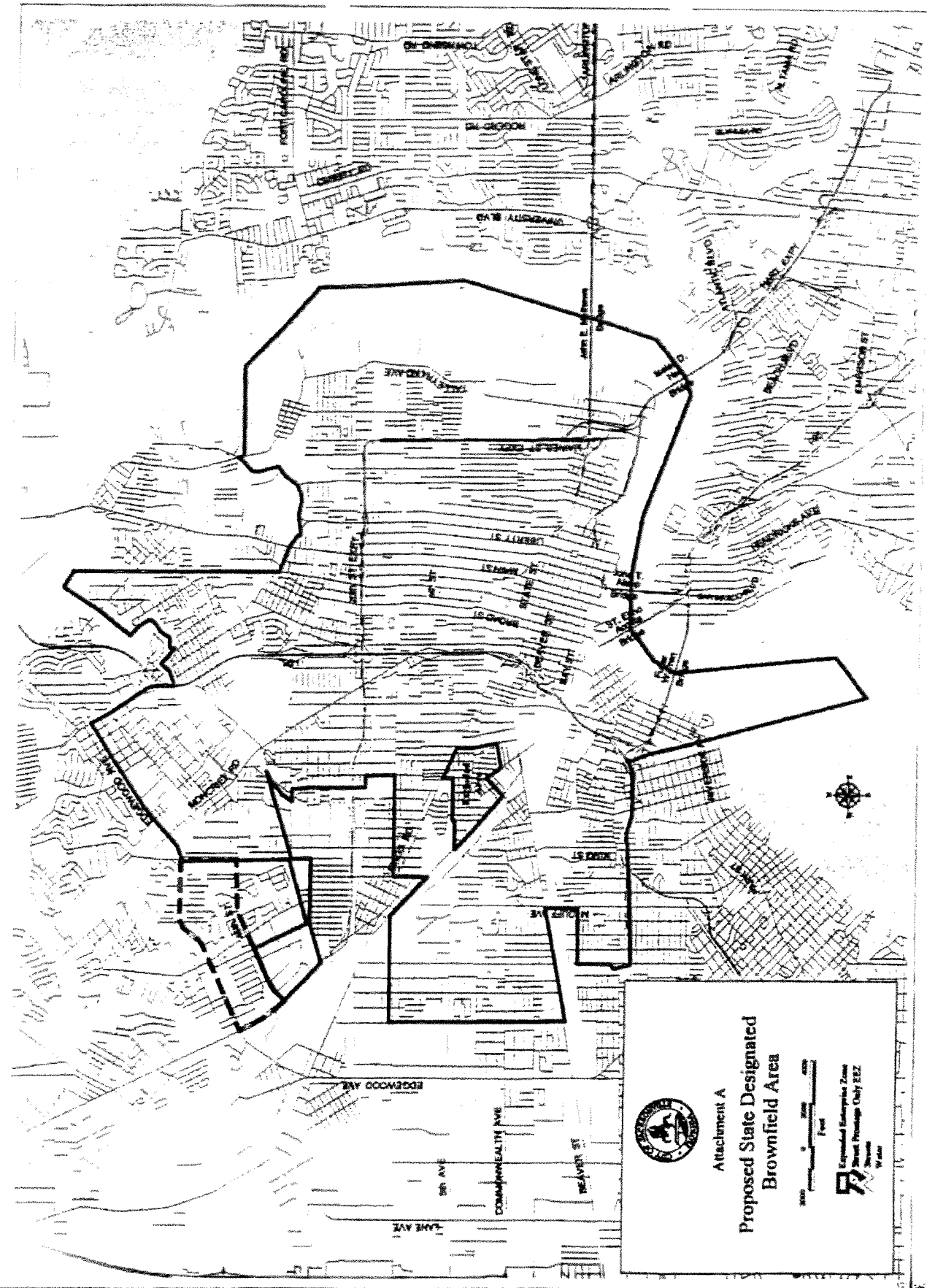
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4 Office of General Counsel

5 Legislation Prepared by Gregory K. Radlinski

6 2/1/00 G:\shared\LEGIS.CC\2000LEG\RESOLUT\Brownfields.ces.doc

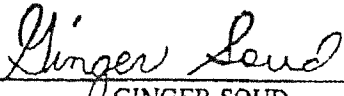


RESOLUTION 2000-125-A

CERTIFICATE OF AUTHENTICATION

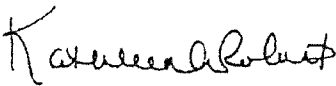
ADOPTED BY THE COUNCIL

MARCH 14, 2000

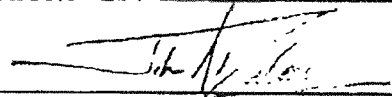


GINGER SOUD
COUNCIL PRESIDENT

ATTEST:


KATHLEEN A. ROBERTS
ACTING COUNCIL SECRETARY

MAR 22 2000

APPROVED: _____


JOHN A. DELANEY, MAYOR

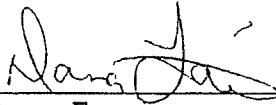


CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of RESOLUTION 2007-13-A adopted by the Council of the City of Jacksonville, Florida, and a true and correct copy of the Certificate of Authentication relating thereto, which became effective at the time and in the manner set forth, or effective at the time set forth in said Ordinance.

WITNESS MY HAND and the seal of the City of Jacksonville, Florida, this 6th day of March, 2007.

ATTEST



Dana Farris
Chief of Legislative Services
Jacksonville City Council



1 Introduced by the Council President at the request of the Mayor:

2
3 RESOLUTION 2007-13- A

4 A RESOLUTION DESIGNATING THE ENLARGED
5 ENTERPRISE ZONE AS A BROWNFIELD AREA FOR
6 REHABILITATION AND ECONOMIC DEVELOPMENT;
7 PROVIDING AN EFFECTIVE DATE
8

9 WHEREAS, the Florida Brownfields Redevelopment Act, §§376.77 -
10 376.85, Fla. Stat., hereinafter, "the Act," specifically,
11 §376.80(1), encourages reusing abandoned and underused real
12 property, which may be degraded by actual or perceived
13 environmental contamination, by providing tax relief related to job
14 creation, environmental remediation funds, and environmental
15 regulatory relief; and

16 WHEREAS, Resolution 95-325-94 designated the City's Enterprise
17 Zone as authorized by §290.0057, Fla. Stat.; and

18 WHEREAS, Resolution 2000-125-A designated the Enterprise Zone
19 a brownfield area pursuant to the Act; and

20 WHEREAS, pursuant to §§290.0055(1)(a) and 290.00708, Fla.
21 Stat., the Council adopted Resolution 2004-1125-A authorizing the
22 Mayor to submit an application to the State of Florida to enlarge
23 the Enterprise Zone; and

24 WHEREAS, in January 2006 the Governor's Office approved the
25 City's application enlarging the Enterprise Zone; and

26 WHEREAS, the Enterprise Zone enlargement areas meet the
27 criteria specified in §376.80(2), Fla. Stat., for designation as a
28 brownfield area; and,

29 WHEREAS, the City desires to enlarge the Enterprise Zone
30 brownfield area to be co-extensive with the enlarged Enterprise
31 Zone; and

1 WHEREAS, the City has complied with the procedures outlined in
2 §125.66, Fla. Stat., and having given proper notice as required by
3 §§376.80(1) and 125.66(4)(b)2, Fla. Stat., now therefore

4 BE IT RESOLVED by the Council of the City of Jacksonville:

5 Section 1. Adoption of Preamble. The Council, acting as
6 the governing body of a county, finds the preamble hereof to be
7 true and correct.

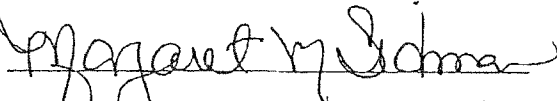
8 Section 2. Designation of Enlarged Enterprise Zone as a
9 Brownfield Areas. For the purpose of §§376.77 - 376.85, Fla.
10 Stat., the areas depicted on Exhibit 1 attached hereto as enlarged
11 Enterprise Zone #1606, and as described in the Narrative
12 Description of the Boundary Amendments for Enterprise Zone #1601,
13 Exhibit 2 attached hereto, and incorporated herein by reference,
14 are hereby designated as brownfield areas. Thus the entire
15 Enterprise Zone is a brownfield area within the meaning of the Act.

16 Section 3. Limitation of City Liability. Such
17 designation shall not, however, render the City of Jacksonville
18 liable for the cost of site rehabilitation or source removal, as
19 those terms are defined in §§376.79(14) and (15), Fla. Stat., or
20 for any other costs in excess of those attributable to the City as
21 administrator of a Brownfield Program and as a property owner, if
22 it owns or hereafter acquired any realty with the designated
23 brownfield area.

24 Section 4. Notifications. The Director, Planning and
25 Development Department is authorized to advise the Florida
26 Department of Environmental Protection whenever a person assumes
27 responsibility for a brownfield site rehabilitation within the
28 designated area. The Council Secretary is directed to notify the
29 Florida Department of Environmental Protection that by this
30 resolution the City has enlarged the Enterprise Zone brownfield
31 area to include the entire Enterprise Zone.

1 Section 5. Effective Date. This Resolution shall become
2 effective upon signature by the Mayor or upon becoming effective
3 without the Mayor's signature.

4
5 Form Approved:

6
7 
8 Office of General Counsel

9 Legislation Prepared by: Gregory K. Radlinski

10 G:\SHARED\LEGIS.CC\2007\res\Enlarged Enterprise Zone BF Area Designation.doc
11
12

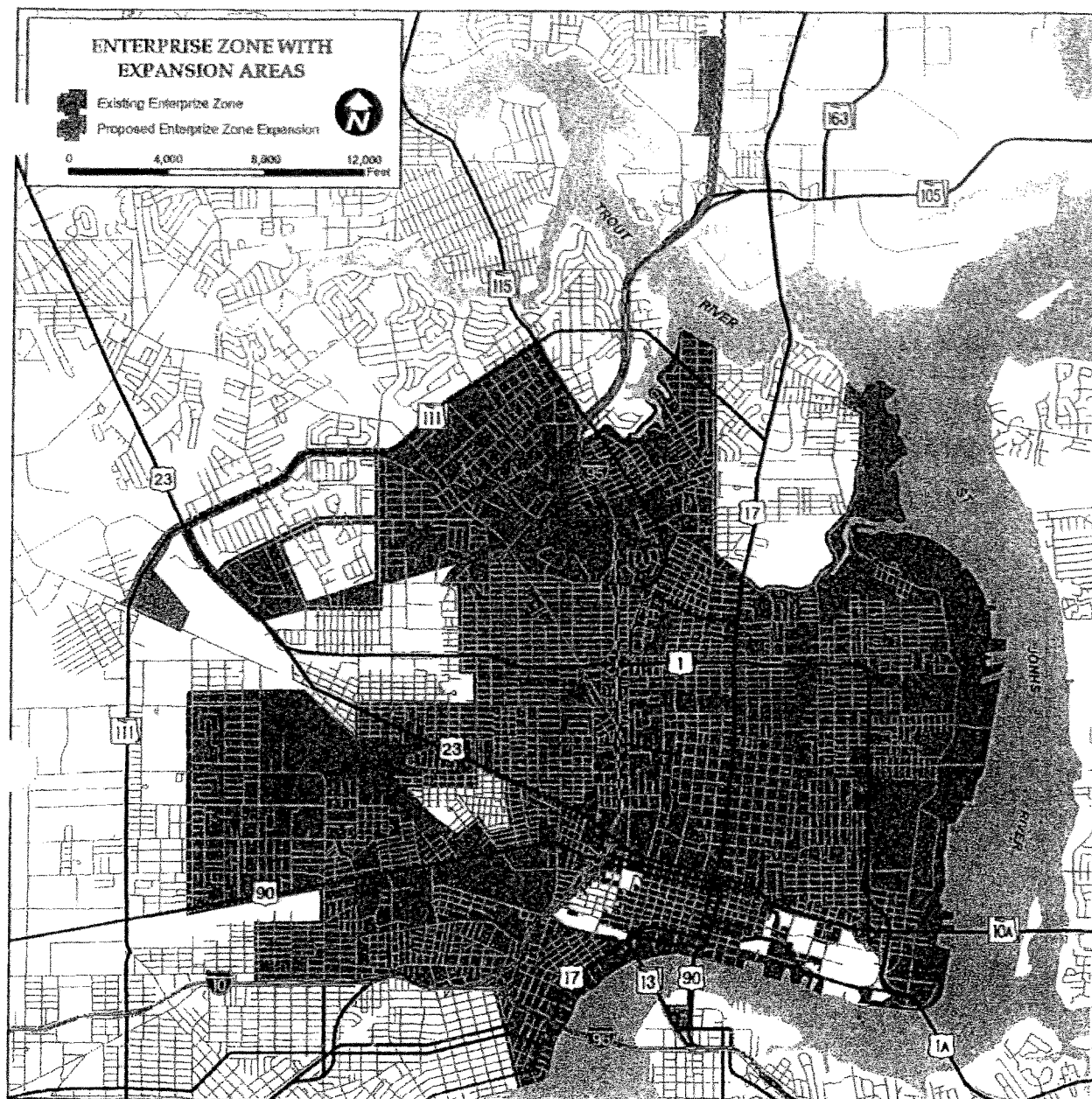


Exhibit 1
Page 1 of 1

Narrative Description of
Proposed Boundary Amendments for Enterprise Zone # 1601

The five areas listed below are identified on the map in numerical order.

1. Census Tract 1

Block Group 1 / Shaw's Seafood

Block Group 2 / U. S. Gypsum

Narrative Description of Portions of Block Groups 1 & 2 of Census Tract 1

Point of Beginning (POB): S.E. Corner of 44th Street and Evergreen Avenue (5401 Evergreen Avenue), proceed north on Evergreen Avenue to S.W. Corner of Virginia Street, proceed westerly along southern boundary of Virginia Street to S.E. Corner of Nelms Street, proceed north along the western boundary of Nelms Street to the St. Johns River, proceed in a south easterly direction along the St. Johns River shoreline to the POB (5401 Evergreen Avenue). Area comprises 209.7 acres or .33 square miles.

2. Census Tract 8

Block Group 1 / Prudential Building w/ Parking Garage & Skyway Parking Area

**Narrative Description of Portions of Block Group 1 of Census Tract 8 From
EZ Census Tract 18**

Point of Beginning (POB): SW Corner of right of way (R-O-W) line of Main Street Bridge at shoreline of St. Johns River @ Friendship Park; proceed south along the westerly R-O-W line of Main Street Bridge to SW Corner Museum Circle; proceed west along the southern R-O-W line of Museum Circle to eastern R-O-W line of Acosta Bridge Ramp; proceed along the eastern R-O-W of Acosta Bridge Ramp to SW Corner of Prudential Drive at San Marco Boulevard; proceed east along the southern R-O-W line of Prudential Drive to the westerly R-O-W line of Main Street Bridge; proceed north along the westerly R-O-W line of the Main Street Bridge to the POB. Eliminating the publicly owned streets the base area for inclusion into the Enterprise Zone is 5.39 acres or .008 square miles.

3. Census Tract 104

Block Group 2 / Hope Plaza / Connection options

**Connection to EZ: To Census Tract 104 From EZ Census Tract 14
(I - 95 & Norwood Avenue)**

Narrative Boundary Description to Census Tract 104 /B.G. #2 from CT 14:

Point of Beginning (POB): NW Corner of R-O-W line of I-95 at Norwood Avenue (Census Tract 14); proceed north along the westerly R-O-W line of Interstate 95 to SW corner of Clark Road; proceed westerly along southern R-O-W line of Clark Road to the SW corner of Interstate Center Drive; proceed north along the westerly R-O-W line of Interstate Center Drive to the NW corner of Depaul Drive; proceed easterly along the imagined extension of Depaul Drive to the westerly R-

Narrative Description of
Proposed Boundary Amendments for Enterprise Zone # 1601

O-W line of Interstate 95; proceed south along the western R-O-W line of Interstate 95 to the P.O. B. Eliminating the publicly owned streets the base area for inclusion into the Enterprise Zone is .031 square miles (16.9 acres).

4. **Census Tract 117 / Block Group 2**
East Coast Fruit/ Norfolk Southern RR

**Narrative Description of Portions of CT 117 Block Group 1 From EZ
Census Tract 116 Block Group 2**

Point of Beginning (POB): S.E. Corner of New Kings Road and Edgewood Avenue, proceed in a southerly direction along the eastern R-O-W of Edgewood Avenue to the S. E. Corner of McLendon Road; proceed east on McLendon Road to the S. E. Corner of Leroy Avenue; proceed north along Leroy Avenue to the western R-O-W of Norfolk Southern Railroad Tracks; proceed in a northwesterly direction along the railroad tracks to Edgewood Avenue; proceed in a northeasterly direction along Edgewood Avenue to the P.O.B. Eliminating the publicly owned streets the base area for inclusion into the Enterprise Zone is 64 acres or .10 square miles.

Linkages to existing Enterprise Zone are summarized as follows:


1. Census Tract 1; BG 2, links to Census Tract 2 (Empowerment Zone/ EZ original area)
Census Tract 1; BG 1, links to CT 1; BG 2
2. Census Tract 8; BG 1, links across St. Johns River to Census Tract 9 (Empowerment Zone/ EZ original area)
Census Tract 8; BG 2, links across St. Johns River to Census Tract 9 & Census Tract 19 (Empowerment Zone/ EZ original area).
3. Census Tract 104; BG 2, links to EZ Developable Site @ Imeson Industrial Park
Census Tract 102.02 (Empowerment Zone Developable Site & Enterprise Zone Developable Site).
4. Census Tract 116; BG 2, links to EZ Expansion area portions of Census Tract 116;
BG 1 & 2. (Enterprise Zone 1999 Expansion Area).

RESOLUTION 2007-13-A

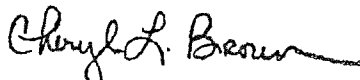
CERTIFICATE OF AUTHENTICATION

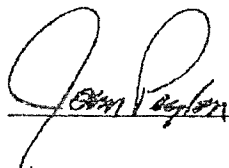
ADOPTED BY THE COUNCIL

February 27, 2007


MICHAEL L. CORRIGAN, JR.
COUNCIL PRESIDENT

ATTEST:


CHERYL L. BROWN
COUNCIL SECRETARY

APPROVED: 
MAR 05 2007
JOHN PEYTON, MAYOR



Attachment B
Table B-1
Brownfield Site Rehabilitation Schedule – Confederate Park Area

Type of Report or Activity	PRFBSR Action or Submittal Time Frames	Department Review or Comment Time frames
Notice of Interim Source Removal Action or Emergency Response Action situations.	Within 24 hours of initiation of the action.	No comment required.
Interim Source Removal Proposal	When seeking approval before implementation of an alternative product recovery method, groundwater recovery, soil treatment or disposal technique (see Rule 62-780.500).	Within 30 days of receipt.
Interim Source Removal Plan	When seeking approval before implementation of an alternative product recovery method, groundwater recovery, soil treatment or disposal technique (62-780.500, F.A.C.)	Within 30 days of receipt.
Interim Source Removal Status Report	Within 60 days of completion of source removal activities and every 60 days thereafter or when the field activity is terminated, whichever occurs first.	No comment required.
Interim Source Removal Report	Within 60 days of completion of interim source removal activities.	Within 60 days of receipt.
Site Rehabilitation Plan (SRP) or Combined Document; (Optional submittal) (See Rule 62-780.450, F.A.C.)	Optional: SRP submitted within 270 days of executing BSRA. May include multiple tasks.	Within 60 days of receipt.
Site Assessment Report (SAR)	SAR was approved by FDEP on May 24, 2012.	NA.
Risk Assessment Report (RAR)	Optional: (within 60 days of SAR approval.)	Within 90 days of receipt.
No Further Action (NFA) Proposal	When the site meets the criteria for NFA (See Rule 62-780.680, F.A.C.).	Within 60 days of receipt.
Well Survey and Sampling Results pursuant to paragraph 62-780.600(3)(h), F.A.C.	Within 60 days of discovery of contamination beyond the property boundaries	Within 60 days of receipt.
Natural Attenuation with	When the site meets the criteria for	Within 60 days of receipt.

Monitoring (NAM) Plan	Natural Attenuation with Monitoring (See Rule 62-780.690, F.A.C.).	
Natural Attenuation with Monitoring (NAM) Report	Within 60 days of sample collection.	No comment required.
MPE Pilot Test Work Plan	Within 45 days from execution of BSRA.	Within 60 days of receipt.
Aquifer Performance Testing Work Plan	Within 45 days from execution of BSRA.	Within 60 days of receipt.
Sediment Mass Flux Discharge Assessment Work Plan	Within 45 days from execution of BSRA.	Within 60 days of receipt.
Groundwater Flow Modeling Work Plan	Within 45 days from execution of BSRA.	Within 60 days of receipt.
MPE Pilot Test Report	Within 150 days from FDEP's approval of Work Plan.	Within 60 days of receipt.
Aquifer Performance Test Report	Within 150 days from FDEP's approval of Work Plan.	Within 60 days of receipt.
Sediment Mass Flux Discharge Report	Within 150 days from FDEP's approval of Work Plan.	Within 60 days of receipt.
Groundwater Flow Modeling Report	Within 150 days from FDEP's approval of Work Plan.	Within 60 days of receipt.
Remedial Action Plan (RAP)	Within 90 days of approval of MPE Pilot Test Report, Aquifer Performance Test Report, Sediment Mass Flux Discharge Report, and Groundwater Flow Modeling Report.	Within 60 days of receipt.
As-Built Drawings	Within 120 days of initiating operation of the active remediation system.	No comment required.
Initiate Operation of Active Remedial Action	Within 120 days of RAP approval.	No comment required.
Proposals submitted pursuant to subsection 62-780.700(15), F.A.C.	Optional during active remediation	Within 60 days of receipt
Remedial Action Status Report (Monthly or quarterly status reports may be required for submittal - - depending on site conditions and Advisory Committee.)	Within 60 days of the anniversary date of initiating operation of active remediation system.	No comment required.
Post Active Remediation Monitoring (PARM) Plan	When the site meets the criteria for NFA (see Rule 62-780.680) or Leveling-Off (see Rule 62-780.700(17))	Within 60 days of receipt.

Post Active Remediation Monitoring (PARM) Report	Within 60 days of sample collection.	No comment required.
Leveling Off Determination	Within 60 days of sample collection.	Within 60 days of receipt.
Post Active Remediation Monitoring (PARM) Plan resampling proposal (Rule 62-780.750(4)(e), F.A.C.	Within 60 days of sample collection.	Within 60 days of receipt.
Site Rehabilitation Completion Report (SRCR)	Within 60 days of the final sampling event. If SRCR not approved then submit modifications, etc. within 60 days of Department's response.	Within 60 days of receipt. If the brownfield site meets the requirements of Chapter 62-780, F.A.C. for the issuance of a SRCO, a SRCO will be issued.
Pilot Study Work Plan	When seeking approval before implementation of a Pilot Study pursuant to Rule 62-780.700(2), F.A.C.	Within 60 days of receipt.
Notices for Field Activities except for Start of Interim Source Removal or Emergency Response Action situations.	Within seven (7) days but not less than 24 hours prior notice to the Department to perform field activity.	No comment required.
Submittal to the Department of addenda, responses, or modification to plans or reports, pursuant to Chapter 62-780, F.A.C.	Within 60 days of receipt of the Department's response.	Within the same time frame for review of the original submittal.
Submittal of Form and Actual Notice required in subsection 62-780.220(2), F.A.C.	See text of rule for "Initial Notice of Contamination Beyond Property Boundaries" in subsection 62-780.220(2), F.A.C.	No comment required.
Submittal of Actual and Constructive Notice required in subsection 62-780.220(3), F.A.C.	See text of rule for "Subsequent Notice of Contamination Beyond Source Property Boundaries for Establishment of a Temporary Point of Compliance (TPOC)" in subsection 62-780.220(3), F.A.C.	No comment required.
Submittal of proof of Constructive Notice required in subsection 62-780.680(8), F.A.C.	When seeking an SRCO with conditions, the PRFBRS must provide constructive notice of the Department's intent to approve a no Further Action Proposal with controls.	No comment required.

Attachment B
Table B-2
Brownfield Site Rehabilitation Schedule – Park View Inn Property

Type of Report or Activity	PRFBSR Action or Submittal Time Frames	Department Review or Comment Time frames
Site Assessment Report (SAR)	SAR submitted within 270 days of executing BSRA.	Within 60 days of receipt.
Risk Assessment Report (RAR)	Optional: (within 60 days of SAR approval.)	Within 90 days of receipt.
No Further Action (NFA) Proposal	When the site meets the criteria for NFA (See Rule 62-780.680, F.A.C.).	Within 60 days of receipt.
Natural Attenuation with Monitoring (NAM) Plan	When the site meets the criteria for Natural Attenuation with Monitoring (See Rule 62-780.690, F.A.C.).	Within 60 days of receipt.
Natural Attenuation with Monitoring (NAM) Report	Within 60 days of sample collection.	No comment required.
Remedial Action Plan (RAP)	Within 90 days of approval of a SRP, SAR or RAR.	Within 60 days of receipt.
As-Built Drawings	Within 120 days of initiating operation of the active remediation system.	No comment required.
Initiate Operation of Active Remedial Action	Within 120 days of RAP approval.	No comment required.
Proposals submitted pursuant to subsection 62-780.700(15), F.A.C.	Optional during active remediation	Within 60 days of receipt
Remedial Action Status Report (Monthly or quarterly status reports may be required for submittal - - depending on site conditions and Advisory Committee.)	Within 60 days of the anniversary date of initiating operation of active remediation system.	No comment required.
Post Active Remediation Monitoring (PARM) Plan	When the site meets the criteria for NFA (see Rule 62-780.680) or Leveling-Off (see Rule 62-780.700(17))	Within 60 days of receipt.
Post Active Remediation Monitoring (PARM) Report	Within 60 days of sample collection.	No comment required.
Leveling Off Determination	Within 60 days of sample collection.	Within 60 days of receipt.
Post Active Remediation Monitoring (PARM) Plan resampling proposal (Rule 62-780.750(4)(e), F.A.C.	Within 60 days of sample collection.	Within 60 days of receipt.
Site Rehabilitation	Within 60 days of the final sampling	Within 60 days of receipt. If


Completion Report (SRCR)	event. If SRCR not approved then submit modifications, etc. within 60 days of Department's response.	the brownfield site meets the requirements of Chapter 62-780, F.A.C. for the issuance of a SRCO, a SRCO will be issued.
Submittal to the Department of addenda, responses, or modification to plans or reports, pursuant to Chapter 62-780, F.A.C.	Within 60 days of receipt of the Department's response.	Within the same time frame for review of the original submittal.
Submittal of Form and Actual Notice required in subsection 62-780.220(2), F.A.C.	See text of rule for "Initial Notice of Contamination Beyond Property Boundaries" in subsection 62-780.220(2), F.A.C.	No comment required.
Submittal of Actual and Constructive Notice required in subsection 62-780.220(3), F.A.C.	See text of rule for "Subsequent Notice of Contamination Beyond Source Property Boundaries for Establishment of a Temporary Point of Compliance (TPOC)" in subsection 62-780.220(3), F.A.C.	No comment required.
Submittal of proof of Constructive Notice required in subsection 62-780.680(8), F.A.C.	When seeking an SRCO with conditions, the PRFBSR must provide constructive notice of the Department's intent to approve a no Further Action Proposal with controls.	No comment required.

**ATTACHMENT C
SITE ACCESS AGREEMENT**

**SITE ACCESS AGREEMENT
PERMISSION TO ENTER PROPERTY
BROWNFIELDS REDEVELOPMENT PROGRAM**

1. Jacksonville Hospitality Holdings, LP, the real property owner ("undersigned" or "owner"), hereby grants permission to the State of Florida, Department of Environmental Protection ("Department") and its agents and subcontractors to enter the undersigned's property ("the property") located at 901 North Main Street, Jacksonville, FL 32202 as described in **Attachment A-2** attached to the BSRA for the brownfield site assigned the Brownfield Site Identification Number **BF160001017**, beginning on the date of execution of the BSRA and ending on such date as deemed appropriate by the Department or the successful completion of the BSRA, whichever occurs first.
2. This permission is contemplated to be used for the following activities that may be performed by the Department, its agents, representatives or subcontractors:
 - a. Having access to areas where contamination may exist.
 - b. Investigation of soil and groundwater including, but not limited to, the installation of groundwater monitoring wells, the use of geophysical equipment, the use of an auger for collection of soil and sediment samples, the logging of existing wells, videotaping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, and other materials deemed appropriate by the Department and the like.
 - c. Removal, treatment and/or disposal of contaminated soil and water, which may include the installation of recovery wells or other treatment systems.
3. Upon completion of the investigation, the Department will restore the property as near as practicable to its condition immediately prior to the commencement of such activities.
4. The granting of this permission by the undersigned is not intended, nor should it be construed, as an admission of liability on the part of the undersigned or the undersigned's successors and assigns for any contamination discovered on the property.
5. The Department, its agents, representatives or subcontractors may enter the property during normal business hours and may also make special arrangements to enter the property at other times after agreement from the undersigned.
6. The Department acknowledges and accepts any responsibility it may have under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees acting within the scope of their employment while on the property.
7. In exercising its access privileges, the Department will take reasonable steps not to interfere with the Owner's operations, or the remediation and redevelopment activities pursuant to the BSRA.


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Signature of Real Property Owner

Print Name: Robert van Winkel

Title, if applicable Partner JHH, LP



Signature of Witness

Print Name: Clayton D. Wilson

August 1, 2018
Date

Accepted by the Department by the following authorized agent:



Signature of Department representative

Print Name: Gregory J. Strong

District Director

Title of Department representative

September 18, 2018

Date



Signature of Witness

Print Name: Merrilee L. Palcic

September 18, 2018

Date

**SITE ACCESS AGREEMENT
PERMISSION TO ENTER PROPERTY
BROWNFIELDS REDEVELOPMENT PROGRAM**

1. The City of Jacksonville, the real property owner (“undersigned” or “owner”), hereby grants permission to the State of Florida, Department of Environmental Protection (“Department”) and its agents and subcontractors to enter the undersigned’s property (“the property”) located at 956 Hubbard Street, Jacksonville, FL 32202 as described in **Attachment A-1** attached to the BSRA for the brownfield site assigned the Brownfield Site Identification Number **BF160001017**, beginning on the date of execution of the BSRA and ending on such date as deemed appropriate by the Department or the successful completion of the BSRA, whichever occurs first.
2. This permission is contemplated to be used for the following activities that may be performed by the Department, its agents, representatives or subcontractors:
 - a. Having access to areas where contamination may exist.
 - b. Investigation of soil and groundwater including, but not limited to, the installation of groundwater monitoring wells, the use of geophysical equipment, the use of an auger for collection of soil and sediment samples, the logging of existing wells, videotaping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, and other materials deemed appropriate by the Department and the like.
 - c. Removal, treatment and/or disposal of contaminated soil and water, which may include the installation of recovery wells or other treatment systems.
3. Upon completion of the investigation, the Department will restore the property as near as practicable to its condition immediately prior to the commencement of such activities.
4. The granting of this permission by the undersigned is not intended, nor should it be construed, as an admission of liability on the part of the undersigned or the undersigned’s successors and assigns for any contamination discovered on the property.
5. The Department, its agents, representatives or subcontractors may enter the property during normal business hours and may also make special arrangements to enter the property at other times after agreement from the undersigned.
6. The Department acknowledges and accepts any responsibility it may have under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees acting within the scope of their employment while on the property.
7. In exercising its access privileges, the Department will take reasonable steps not to interfere with the Owner’s operations, or the remediation and redevelopment activities pursuant to the BSRA.

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CITY OF JACKSONVILLE, FLORIDA

(SEAL)

By: _____
Mayor

Date: _____


Corporation Secretary

Approved as to form:
Office of General Counsel

By: _____
Attorney

Date: _____

Accepted by the Department by the following authorized agent:



Signature of Department representative

Print Name: Gregory J. Strong

District Director
Title of Department representative

September 18, 2018
Date



Signature of Witness

Print Name: Merrilee L. Palcic

September 18, 2018
Date

**SITE ACCESS AGREEMENT
PERMISSION TO ENTER PROPERTY
BROWNFIELDS REDEVELOPMENT PROGRAM**

1. Shoppes of Lakeside, Inc, the real property owner (“undersigned” or “owner”), hereby grants permission to the State of Florida, Department of Environmental Protection (“Department”) and its agents and subcontractors to enter the undersigned’s property (“the property”) located at 937 North Main Street, Jacksonville, FL 32202 as described in **Attachment A-1** attached to the BSRA for the brownfield site assigned the Brownfield Site Identification Number **BF160001017**, beginning on the date of execution of the BSRA and ending on such date as deemed appropriate by the Department or the successful completion of the BSRA, whichever occurs first.
2. This permission is contemplated to be used for the following activities that may be performed by the Department, its agents, representatives or subcontractors:
 - a. Having access to areas where contamination may exist.
 - b. Investigation of soil and groundwater including, but not limited to, the installation of groundwater monitoring wells, the use of geophysical equipment, the use of an auger for collection of soil and sediment samples, the logging of existing wells, videotaping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, and other materials deemed appropriate by the Department and the like.
 - c. Removal, treatment and/or disposal of contaminated soil and water, which may include the installation of recovery wells or other treatment systems.
3. Upon completion of the investigation, the Department will restore the property as near as practicable to its condition immediately prior to the commencement of such activities.
4. The granting of this permission by the undersigned is not intended, nor should it be construed, as an admission of liability on the part of the undersigned or the undersigned’s successors and assigns for any contamination discovered on the property.
5. The Department, its agents, representatives or subcontractors may enter the property during normal business hours and may also make special arrangements to enter the property at other times after agreement from the undersigned.
6. The Department acknowledges and accepts any responsibility it may have under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees acting within the scope of their employment while on the property.
7. In exercising its access privileges, the Department will take reasonable steps not to interfere with the Owner’s operations, or the remediation and redevelopment activities pursuant to the BSRA.


[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]


Signature of Real Property Owner

Print Name: CHRIS HIONIDES

Title, if applicable PRESIDENT


8/1/18
Date


Signature of Witness

Print Name: MARY C. SORRELL

8/1/18
Date

Accepted by the Department by the following authorized agent:


Signature of Department representative

Print Name: GREGORY J. STRONG

District Director
Title of Department representative

September 18, 2018
Date


Signature of Witness

Print Name: Merrilee L. Palcic

September 18, 2018
Date

**ATTACHMENT D
CERTIFICATION OF REDEVELOPMENT AGREEMENT**

This Attachment D contains City of Jacksonville Ordinance Numbers 2017-483-E and 2017-484-E authorizing the proposed use on the Park View Inn Property.

CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of ORDINANCE 2017-483-E enacted by the Council of the City of Jacksonville, Florida, and a true and correct copy of a Certificate of Authentication relating thereto, which became effective at the time and in the manner set forth in the Certificate of Authentication or effective at the time set forth in said Ordinance.

WITNESS MY HAND and the seal of the City of Jacksonville, Florida, this 4th day of September, 2018

ATTEST

Carol Owens

Carol Owens, Chief of
Legislative Services



1 Introduced and amended by the Land Use and Zoning Committee:
2
3

4 **ORDINANCE 2017-483-E**

5 AN ORDINANCE ADOPTING A SMALL-SCALE AMENDMENT TO
6 THE FUTURE LAND USE MAP SERIES OF THE 2030
7 COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE
8 DESIGNATION FROM COMMUNITY/GENERAL COMMERCIAL
9 (CGC) TO HIGH DENSITY RESIDENTIAL (HDR) ON
10 APPROXIMATELY 1.52+ ACRES OF LAND LOCATED IN
11 COUNCIL DISTRICT 7 ON AT 901 MAIN STREET NORTH
12 BETWEEN ORANGE STREET EAST AND STATE STREET EAST
13 OWNED BY JACKSONVILLE HOSPITALITY HOLDINGS, LP, AS
14 MORE PARTICULARLY DESCRIBED HEREIN, PURSUANT TO
15 APPLICATION NUMBER 2017C-010; ADOPTING SITE
16 SPECIFIC TEXT DIRECTLY RELATED TO THIS MAP
17 AMENDMENT; DIRECTING THE PLANNING AND DEVELOPMENT
18 DEPARTMENT TO ADD THE SPECIFIC TEXT CHANGES TO THE
19 NEXT REVISION OF THE FUTURE LAND USE ELEMENT;
20 PROVIDING A DISCLAIMER THAT THE AMENDMENT GRANTED
21 HEREIN SHALL NOT BE CONSTRUED AS AN EXEMPTION FROM
22 ANY OTHER APPLICABLE LAWS; PROVIDING AN EFFECTIVE
23 DATE.
24

25 **WHEREAS,** pursuant to the provisions of Section 650.402(b),
26 Ordinance Code, and Section 163.3187(1), Florida Statutes, an
27 application for a proposed small-scale amendment to the Future Land Use
28 Map series (FLUMs) of the 2030 Comprehensive Plan to change the Future
29 Land Use designation from Community/General Commercial (CGC) to High
30 Density Residential (HDR) on 1.52+ acres of certain real property in
31 Council District 7, as more particularly described in Section 2 and

1 referenced therein as the "Subject Property", owned by Jacksonville
2 Hospitality Holdings, LP and filed by Steve Diebenow, Esquire; and

3 **WHEREAS**, the Planning and Development Department reviewed the
4 proposed revision and application and has prepared a written report and
5 rendered an advisory recommendation to the City Council with respect to
6 the proposed amendment; and

7 **WHEREAS**, the Planning Commission, acting as the Local Planning
8 Agency (LPA), held a public hearing on this proposed amendment, with
9 due public notice having been provided, reviewed and considered
10 comments received during the public hearing and made its recommendation
11 to the City Council; and

12 **WHEREAS**, the Land Use and Zoning (LUZ) Committee of the City
13 Council held a public hearing on this proposed amendment to the 2030
14 *Comprehensive Plan* pursuant to Chapter 650, Part 4, *Ordinance Code*,
15 considered all written and oral comments received during the public
16 hearing, and has made its recommendation to the City Council; and

17 **WHEREAS**, the City Council held a public hearing on this proposed
18 amendment with public notice having been provided, pursuant to Sections
19 163.3184 and 163.3187, *Florida Statutes* and Chapter 650, Part 4,
20 *Ordinance Code*, and considered all oral and written comments received
21 during public hearings, including the data and analysis portions of
22 this proposed amendment to the 2030 *Comprehensive Plan* and the
23 recommendations of the Planning and Development Department, the
24 Planning Commission and the LUZ Committee; and

25 **WHEREAS**, in the exercise of its authority, the City Council has
26 determined it necessary and desirable to adopt this proposed amendment
27 to the 2030 *Comprehensive Plan* to preserve and enhance present
28 advantages, encourage the most appropriate use of land, water, and
29 resources consistent with the public interest, overcome present
30 deficiencies, and deal effectively with future problems which may
31 result from the use and development of land within the City of

Jacksonville; now therefore

BE IT ORDAINED by the Council of the City of Jacksonville:

Section 1. Purpose and Intent. This ordinance is adopted to carry out the purpose and intent of, and exercise the authority set out in the Community Planning Act, Sections 163.3161 through 163.3248, Florida Statutes, and Chapter 166, Florida Statutes, as amended.

Section 2. Subject Property Location and Description. The approximately 1.52± acres (R.E. No(s). 074378-0000) is located in Council District 7 at 901 Main Street North between Orange Street East and State Street East, as more particularly described in **Exhibit 1**, dated May 15, 2017 and graphically depicted in **Exhibit 2**, both attached hereto and incorporated herein by this reference (Subject Property).

Section 3. Owner and Applicant Description. The subject property is owned by Jacksonville Hospitality Holdings, LP. The applicant is Steve Diebenow, Esquire, One Independent Drive, Suite 1200, Jacksonville, FL, 32202; (904) 301-1269.

Section 4. Adoption of Small-Scale Land Use Amendment. The City Council hereby adopts a proposed small-scale revision to the Future Land Use Map series of the 2030 Comprehensive Plan by changing the Future Land Use Map designation from Community/General Commercial (CGC) to High Density Residential (HDR), pursuant to Application Number 2017C-010.

Section 5. The following text shall be applicable to the Subject Property upon the effective date of this ordinance.

Future Land Use Element (FLUE), Policy 4.4.8

Pursuant to the authority granted by Sec. 163.3187(1)(c), Florida Statutes (2016), Ordinance 2017-483 for a small scale amendment is approved subject to the following site specific condition: Development shall be exempt from the High Density Residential Urban Priority Area Development Characteristic that prohibits ground floor residential uses abutting roadways classified as arterials or higher on the Functional

1 Highway Classification Map.

2 The site's location in an established mixed use area adjacent to
3 both the Central Business District and the Springfield Historic
4 District provides a mix of residential and supporting commercial uses
5 along with recreational and open space areas. The site is located at
6 the corner of two arterial roads with walkable access to public
7 transit, consistent with policies 1.1.25 and 2.2.13. The
8 revitalization of this site with high density residential infill
9 development supports policies 1.1.25 and 2.3.1. The residential
10 development's density is supported with a full range of urban uses and
11 support facilities, consistent with Policy 2.10.2. Therefore, the
12 associated development shall be exempt from the High Density
13 Residential Urban Priority Area Development Characteristics that
14 prohibit ground floor residential uses abutting roads classified as
15 arterials or higher on the Functional Highway Classification Map.

16 **Section 6. Applicability, Effect and Legal Status.** The
17 applicability and effect of the 2030 Comprehensive Plan, as herein
18 amended, shall be as provided in the Community Planning Act, Section
19 163.3161 through 163.3248, *Florida Statutes*, and this ordinance. All
20 development undertaken by, and all actions taken in regard to
21 development orders by governmental agencies in regard to land which is
22 subject to the 2030 Comprehensive Plan, as herein amended, shall be
23 consistent therewith as of the effective date of this amendment to the
24 plan.

25 **Section 7. Effective date of this Plan Amendment.**

26 a. If the amendment meets the criteria of Section 163.3187,
27 *Florida Statutes*, as amended, and is not challenged, the effective date
28 of this plan amendment shall be thirty-one (31) days after adoption.

29 b. If challenged within thirty (30) days after adoption, the
30 plan amendment shall not become effective until the State Land Planning
31 Agency or the Administration Commission, respectively, issues a final

order determining the adopted small-scale development amendment to be in compliance.

Section 8. Disclaimer. The amendment granted herein shall not be construed as an exemption from any other applicable local, state, or federal laws, regulations, requirements, permits or approvals. All other applicable local, state or federal permits or approvals shall be obtained before commencement of the development or use and issuance of this amendment is based upon acknowledgement, representation and confirmation made by the applicant(s), owner(s), developer(s) and/or any authorized agent(s) or designee(s) that the subject business, development and/or use will be operated in strict compliance with all laws. Issuance of this amendment does not approve, promote or condone any practice or act that is prohibited or restricted by any federal, state or local laws.

Section 9. Effective Date. This ordinance shall become effective upon signature by the Mayor or upon becoming effective without the Mayor's signature.

Form Approved:



Office of General Counsel

Legislation Prepared By: Rosario Lacayo

GC-#1171199-v1-2017-483-B.doc

ORDINANCE _____

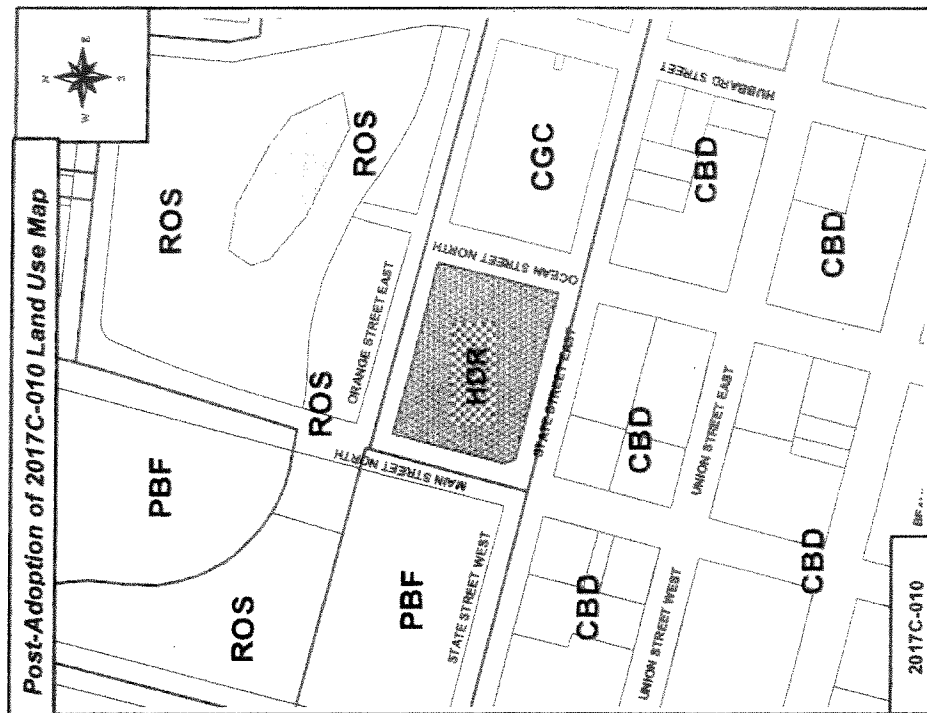
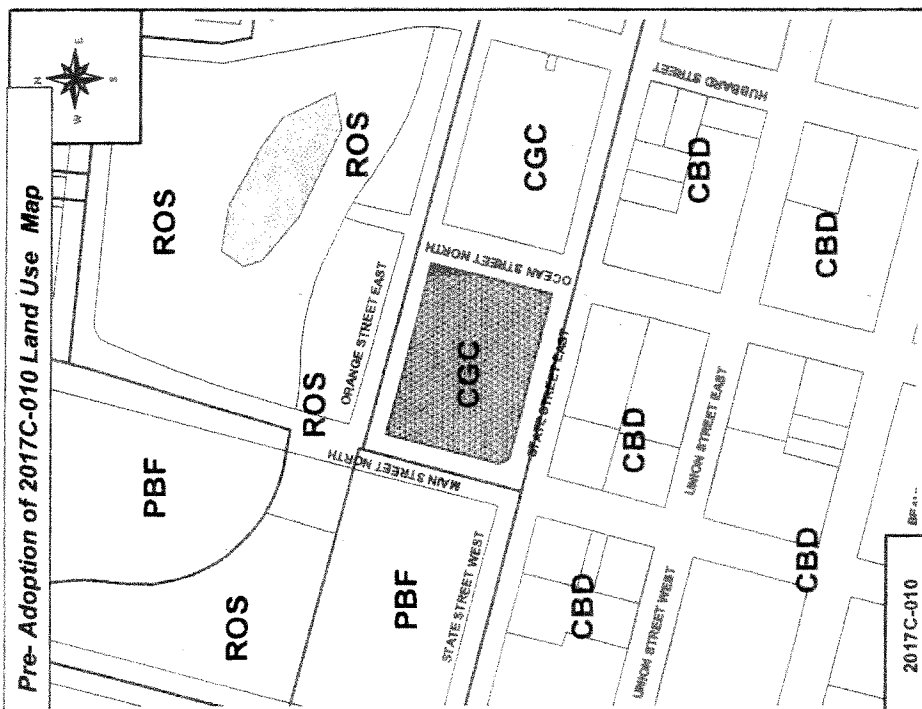
EXHIBIT 1

Legal Description

All of Block 137 of Hart's Map of Jacksonville bounded North by Orange Street, East by Ocean Street, South by State Street and West by Main Street, EXCEPTING part of said Lot 1, acquired by Duval County and Florida State Improvement Commission by Order of Taking recorded in Official Records Book 165, page 465, described as follows:

A triangular parcel of land being a part of Lot 1, Block 137 of Hart's Map of Jacksonville, said lot being located at the Northeast corner of Main and State Streets, and said parcel being described as: Begin at the intersection of the North line of State Street and the East line of Main Street and run thence Northerly along the East line of Main Street, 15 feet; run thence Southeasterly along a straight line to a point on the North line of State Street, said point being 10 feet easterly from the point of beginning; run thence Westerly along the North line of State Street, 10 feet to the point of beginning.

EXHIBIT 1
Page 1 of 1
May 15, 2017



Request for Small Scale Land Use Amendment to Future Land Use Map Series

From: Community/General Commercial (CGC)

To: High Density Residential (HDR)

Planning District: 1

Identification Number: 2017C-010

Council District: 7

Exhibit 2 (Page 1 of 1)



ORDINANCE 2017-483-E
CERTIFICATE OF AUTHENTICATION

ENACTED BY THE COUNCIL

November 28, 2017

Anna Lopez Brosche

ANNA LOPEZ BROSCHÉ
COUNCIL PRESIDENT

ATTEST:

Cheryl L. Brown

DR. CHERYL L. BROWN
COUNCIL SECRETARY

APPROVED: **DEC 01 2017**

Lenny Curry

LENNY CURRY, MAYOR



AMENDED & POSTPONED 11/28/17
AMENDED 1/9/18

1 Introduced and amended by the Land Use and Zoning Committee and twice
2 amended on the Floor by Council:

3
4
5 **ORDINANCE 2017-484-E**

6 AN ORDINANCE REZONING APPROXIMATELY 1.52± ACRES
7 LOCATED IN COUNCIL DISTRICT 7 AT 901 MAIN STREET
8 NORTH BETWEEN ORANGE STREET EAST AND STATE STREET
9 EAST (R.E. NO(S). 074378-0000), AS DESCRIBED
10 HEREIN, OWNED BY JACKSONVILLE HOSPITALITY
11 HOLDINGS, LP, FROM COMMERCIAL COMMUNITY/GENERAL-2
12 (CCG-2) DISTRICT TO PLANNED UNIT DEVELOPMENT
13 (PUD) DISTRICT, AS DEFINED AND CLASSIFIED UNDER
14 THE ZONING CODE, TO PERMIT MULTI-FAMILY USE, AS
15 DESCRIBED IN THE 901 MAIN STREET PUD, PURSUANT TO
16 FUTURE LAND USE MAP SERIES (FLUMS) SMALL-SCALE
17 AMENDMENT APPLICATION NUMBER 2017C-010; PUD
18 REZONING SUBJECT TO CONDITION(S); PROVIDING A
19 DISCLAIMER THAT THE REZONING GRANTED HEREIN SHALL
20 NOT BE CONSTRUED AS AN EXEMPTION FROM ANY OTHER
21 APPLICABLE LAWS; PROVIDING AN EFFECTIVE DATE.
22

23 **WHEREAS**, the City of Jacksonville adopted a small-scale land use
24 amendment to the 2030 Comprehensive Plan for the purpose of revising
25 portions of the Future Land Use Map series (FLUMs) in order to ensure
26 the accuracy and internal consistency of the plan, pursuant to
27 application 2017C-010 and companion land use Ordinance 2017-483; and

28 **WHEREAS**, in order to ensure consistency of zoning district with
29 the 2030 Comprehensive Plan and the adopted companion small-scale land
30 use amendment 2017C-010, an application to rezone and reclassify from

1 Planned Unit Development (PUD) District to Planned Unit Development
2 (PUD) District was filed by Steve Diebenow, Esquire, on behalf of
3 Jacksonville Hospitality Holdings, LP, the owner of approximately 1.52±
4 acres of certain real property in Council District 7, as more
5 particularly described in Section 1 and referenced therein as the
6 "Subject Property"; and

7 WHEREAS, the Planning and Development Department, in order to
8 ensure consistency of this zoning district with the 2030 Comprehensive
9 Plan, has considered the rezoning and has rendered an advisory opinion;
10 and

11 WHEREAS, the Planning Commission has considered the application
12 and has rendered an advisory opinion; and

13 WHEREAS, the Land Use and Zoning (LUZ) Committee after due notice
14 held a public hearing and made its recommendation to the Council; and

15 WHEREAS, the City Council after due notice held a public hearing,
16 taking into consideration the above recommendations as well as all oral
17 and written comments received during the public hearings, the Council
18 finds that such rezoning is consistent with the 2030 Comprehensive Plan
19 adopted under the comprehensive planning ordinance for future
20 development of the City of Jacksonville; and

21 WHEREAS, the Council finds that the proposed PUD does not affect
22 adversely the orderly development of the City as embodied in the Zoning
23 Code; will not affect adversely the health and safety of residents in
24 the area; will not be detrimental to the natural environment or to the
25 use or development of the adjacent properties in the general
26 neighborhood; and the proposed PUD will accomplish the objectives and
27 meet the standards of Section 656.340 (Planned Unit Development) of the
28 Zoning Code of the City of Jacksonville; now therefore

29 BE IT ORDAINED by the Council of the City of Jacksonville:

30 Section 1. Subject Property Location and Description. The

1 approximately 1.52± acres of land (R.E. NO(S). 074378-0000) is located
2 in Council District 7 at 901 Main Street North between Orange Street
3 East and State Street East, as more particularly described in Exhibit
4 1, dated May 16, 2017 and graphically depicted in Exhibit 2, both of
5 which are attached hereto and incorporated herein by this reference
6 (Subject Property).

7 Section 2. Rezoning Approved Subject to Condition(s). This
8 rezoning is approved subject to the following condition(s). Such
9 conditions control over the written description and may only be amended
10 through a rezoning.

11 (1) Additional dwelling units over the 82 units in Phase 1 shall
12 require one off street parking space for each dwelling unit.

13 (2) Hospitals shall not be a permitted use.

14 (3) Non-residential uses shall be limited to the first floor.

15 (4) No building permits will be issued for the development of
16 the property described in Exhibit 1 (the "Property") until the Property
17 is: (1) deemed in compliance with Florida Department of Environmental
18 Protection soil and groundwater cleanup target levels; (2) subject to
19 an approved Florida Department of Environmental Protection Brownfields
20 Site Rehabilitation Agreement; (3) subject to an Florida Department of
21 Environmental Protection approved Remedial Action Plan and schedule
22 warranted by Developer; (4) subject to a Site Remediation Completion
23 Order issued by Florida Department of Environmental Protection; or (5)
24 remediated by the Developer providing a balance between the need for
25 protection of public health and welfare and the environment pursuant to
26 a plan approved by Florida Department of Environmental Protection.

27 (5) Prior to the first final inspection within any phase of
28 development, the owner or their agent shall submit to the Planning and
29 Development Department for its review and approval either (a) an
30 affidavit documenting that all conditions to the development order have

1 been satisfied, or (b) a detailed agreement for the completion of all
2 conditions to the development order.

3 (6) Portions of a building or structure such as: awnings,
4 balconies, structural elements, marquees, overhangs and cantilevered
5 shelters, may extend under, over or into the public right-of-way,
6 subject to the approval of the Director of the Public Works Department
7 and Florida Department of Transportation and may be allowed subject to
8 compliance with the following: (i) the minimum vertical clearance
9 between the established grade of the public right-of-way and the
10 underside of the encroaching structure maintains the pedestrian
11 streetscape; (ii) Supporting columns will be permitted within the
12 sidewalk area when the grade level floor of the structure is set back a
13 distance equal to or greater than the sidewalk area lost to the
14 supporting columns; and (iii) structures built over the public right-
15 of-way do not interfere with any element of the streetscape including,
16 but not limited to, lighting, landscaping, and pedestrian circulation.

17 (7) There shall be at least one pedestrian entrance door on each
18 building elevation facing a street. The main entrance to a building
19 shall face the street and not a parking lot or motor court drop-off
20 area. If interior-block parking exists, there may be secondary
21 entrances from the parking lot, or mid block pedestrian passages from
22 the parking lot to the street.

23 (8) All rooftop mechanical equipment shall be screened from view
24 through the use of architectural enclosures designed as an integral
25 part of the building architecture. To present an attractive roofscape,
26 special consideration shall be given to the design treatment of all
27 roof components, including terraces, and shall take into consideration
28 the architecture of adjacent buildings and their rooftops.

29 (9) For the facades along State Street and Main Street:

30 a) No more than 50 percent of the linear frontage of each

1 facade may be used for parking.

2 b) The percentages in this condition are subject to review
3 and approval by Planning and Development Department. This condition
4 may be modified by the Planning and Development Department only if it
5 meets all of the following criteria:

6 1. Up to 70 percent of one façade may be parking so
7 long as the other façade has an equal decrease in percentage. For
8 example, if State Street is increased to 60% parking, then Main Street
9 must be decreased to a maximum of 40% parking.

10 2. The remaining percentage of the facades shall be
11 either residential, retail or office exhibiting the required percentage
12 of transparency as stated herein.

13 c) For retail and office uses, at least 50 percent of each
14 building façade linear footage associated with that use shall be
15 transparent between the height of two feet and ten feet above the
16 sidewalk grade.

17 d) For residential uses, at least 20 percent of each
18 building façade linear footage associated with that use shall be
19 transparent between the height of two feet and ten feet above the
20 sidewalk grade.

21 e) Transparency may be provided by physical elements that
22 can be seen through such as windows, doors, fences, grilles,
23 landscaping, artwork, and other openings.

24 f) Parking does not count towards transparency
25 calculations.

26 (10) All signage shall comply with the design criteria and
27 restrictions set forth in Section 656.1333 of the Zoning Code.

28 (11) In the event that more than 100 dwelling units are
29 constructed on site, Developer may meet the Recreation and Open Space
30 Element of the City's 2030 Comprehensive Plan Objective 2.2 by either

1 providing 150 square feet of active recreation area per dwelling unit
2 in accordance with policy 2.2.5 or by paying \$500 per dwelling unit to
3 the City Parks Department in accordance with policy 2.2.2. The
4 monetary contribution shall be allocated to the closest park to the
5 development.

6 (12) No satellite dish attachments, clotheslines, clothes drying
7 racks, clothes, sheets, blankets, towels, rugs or laundry of any kind,
8 or other articles shall be hung out or exposed on any part of the
9 common area, including balconies. Sheets, plastic, cardboard, plywood
10 and other such materials are prohibited on balconies except for limited
11 temporary use following a casualty to a unit. No balcony shall be used
12 as a storage area for items such as boxes, storage chests, appliances,
13 or similar articles. Customary lawn or patio furniture in good
14 condition and reasonably sized, and well-tended plants may be placed on
15 the balcony. However, all items should be placed and secured so as to
16 protect against being blown or pushed off the balcony.

17 (13) As a separate heading in each lease, the owner shall
18 disclose to each occupant that the site is undergoing environmental
19 remediation until such time as the site receives a site rehabilitation
20 completion order (SRCO) or a no further action (NFA) letter, or some
21 other acknowledgement that remediation of existing contamination has
22 been achieved to the satisfaction of the Florida Department of
23 Environmental Protection.

24 (14) Prior to issuance of any building permit from the City, the
25 owner shall pay in full all outstanding code enforcement or nuisance
26 abatement liens that exist on the subject property, without the ability
27 to seek amnesty or any other non-monetary satisfaction of the liens.

28 **Section 3. Owner and Applicant Description.** The subject
29 property is owned by Jacksonville Hospitality Holdings, LP The
30 applicant is Steve Diebenow, Esquire, One Independent Drive, Suite

1 1200, Jacksonville, FL 32202; (904) 301-1269.

2 **Section 4. Property Rezoned.** The Subject Property, pursuant
3 to adopted companion small-scale land use amendment application 2017C-
4 010, is hereby rezoned and reclassified from Commercial
5 Community/General-2 (CCG-2) District to Planned Unit Development (PUD)
6 District. This new PUD district shall generally permit multi-family
7 use, and is described, shown and subject to the following attached
8 documents:

9 **Exhibit 1 - Legal Description** dated May 16, 2017.

10 **Exhibit 2 - Subject Property** per P&D D.

11 **Revised Exhibit 3 - Revise Written Description** dated August 4, 2017.

12 **Exhibit 4 - Site Plan** dated May 16, 2017.

13 **Section 5. Contingency.** This ordinance shall not become
14 effective until 31 days after adoption of the companion small-scale
15 land use amendment unless challenged by the state land planning agency;
16 and further provided that if the companion small-scale land use
17 amendment is challenged by the state land planning agency, this
18 rezoning shall not become effective until the state land planning
19 agency or the Administration Commission issues a final order
20 determining the companion small-scale land use amendment is in
21 compliance with Chapter 163, *Florida Statutes*.

22 **Section 6. Disclaimer.** The rezoning granted herein shall
23 not be construed as an exemption from any other applicable local,
24 state, or federal laws, regulations, requirements, permits or
25 approvals. All other applicable local, state or federal permits or
26 approvals shall be obtained before commencement of the development or
27 use and issuance of this rezoning is based upon acknowledgement,
28 representation and confirmation made by the applicant(s), owner(s),
29 developer(s) and/or any authorized agent(s) or designee(s) that the
30 subject business, development and/or use will be operated in strict

1 compliance with all laws. Issuance of this rezoning does not approve,
2 promote or condone any practice or act that is prohibited or restricted
3 by any federal, state or local laws.

4 **Section 7. Effective Date.** The adoption of this ordinance
5 shall be deemed to constitute a quasi-judicial action of the City
6 Council and shall become effective upon signature by the Council
7 President and the Council Secretary.

8
9 Form Approved:

10 
11 _____

12 Office of General Counsel

13 Legislation Prepared By: Bruce Lewis

14 GC-#1181505-v1-2017-484-E.doc

EXHIBIT 1

Legal Description

All of Block 137 of Hart's Map of Jacksonville bounded North by Orange Street, East by Ocean Street, South by State Street and West by Main Street, EXCEPTING part of said Lot 1, acquired by Duval County and Florida State Improvement Commission by Order of Taking recorded in Official Records Book 165, page 465, described as follows:

A triangular parcel of land being a part of Lot 1, Block 137 of Hart's Map of Jacksonville, said lot being located at the Northeast corner of Main and State Streets, and said parcel being described as: Begin at the intersection of the North line of State Street and the East line of Main Street and run thence Northerly along the East line of Main Street, 15 feet; run thence Southeasterly along a straight line to a point on the North line of State Street, said point being 10 feet easterly from the point of beginning; run thence Westerly along the North line of State Street, 10 feet to the point of beginning.

May 16, 2017

Exhibit 1

Page 1 of 1

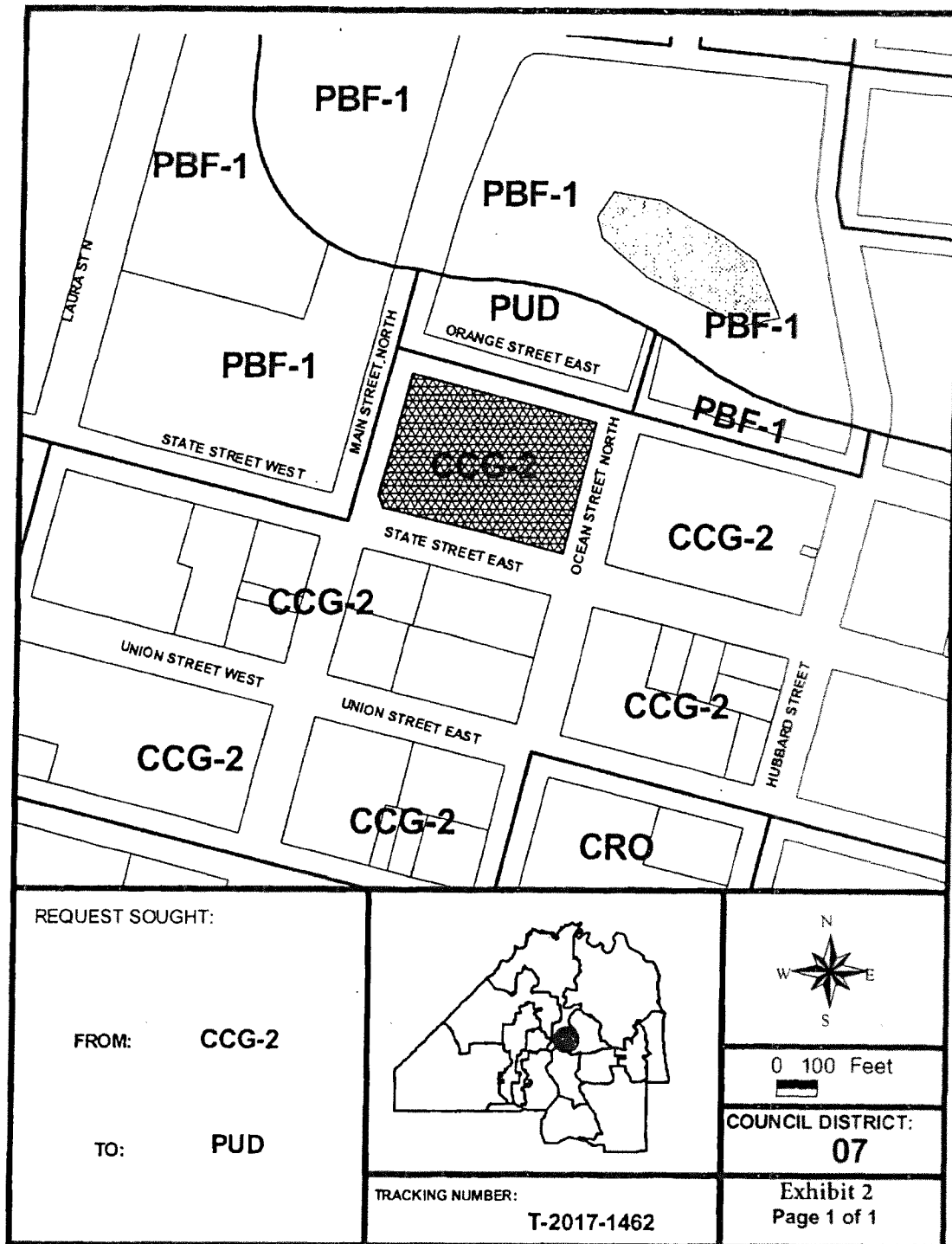


EXHIBIT D

WRITTEN DESCRIPTION

901 MAIN STREET PUD

August 4, 2017

2017-484
L02

I. PROJECT DESCRIPTION

- A. Number of acres, location of site, existing use, surrounding uses, types of businesses, proposed uses.

Applicant, Jacksonville Hospitality Holdings LP, proposes the rezoning of approximately 1.52 acres of land located at 901 Main Street North, Jacksonville, Florida 32202 between Orange Street and State Street (the "Property"), from its current zoning designation of Commercial Community/General-1 ("CCG-2") to Planned Unit Development ("PUD").

The Property was previously the site of the Park View Inn. The Property has been vacant since 2003, and has contained only remnants of the Park View Inn's parking structure since its demolition in 2011. Applicant proposes redevelopment of the Property as a 4 story, multi-family building with 82 units above structured parking, and off-street parking.

The property is located in the Springfield area adjacent to the Central Business District but is not within the Springfield Historic District. The surrounding uses and zoning include Recreation/Open Space ("ROS")/PUD to the north with vacant buildings and Confederate Park; Community/General Commercial ("CGC")/Commercial Community/General-2 ("CCG-2") to the east with NatureForm Hatchery Systems; Central Business District ("CBD")/CCG-2 to the south with numerous law offices, ProSource Realty, AME Church and 7 Eleven; and Public Buildings and Facilities ("PBF")/Public Bilding & Facilites-1 ("PBF-1") to the west with Florida State College.

- B. Project Name: 901 Main Street PUD
- C. Project Engineer/Planner: England, Thims & Miller, Inc.
- D. Project Developer: Southport Development, Inc.
- E. Current Land Use Designation: Community/General Commercial ("CGC")
- F. Current Zoning District: Commercial Community/General-2 ("CCG-2")
- G. Requested Land Use Designation: High Density Residential ("HDR")
- H. Requested Zoning District: Planned Unit Development ("PUD")
- I. Real Estate Number(s): 074378 0000

Revised Exhibit 3
Page 1 of 9

II. QUANTITATIVE DATA

- A. Total Acreage: 1.52± acres.
- B. Total number of dwelling units: 122 dwelling units with 82 units planned for phase 1. In the event of a change in the land use designation for the property, additional units as permitted by such future land use designation may be developed as additional density in Phase 2 up to a maximum of 152 units.
- C. Total amount of land coverage of all buildings and structures: 47% coverage is planned for phase 1. Additional coverage up to 100% is permitted in Phase 2.

III. STATEMENTS

- A. How does the proposed PUD differ from the usual application of the Zoning Code?

The PUD differs from application of the zoning code by adding multi-family dwellings as a permitted use, establishing modified parking ratios, tailoring landscaping to the development, and providing for appropriate signage. The specific differences are detailed in the attached PUD Comparison Chart.

- B. Describe the intent for the continued operation and maintenance of those areas and functions described herein and facilities which are not to be provided, operated or maintained by the City.

The operation and maintenance of the areas and functions described herein and facilities which are not to be provided, operated or maintained by the City will be the sole responsibility of the owner of the Property

IV. USES AND RESTRICTIONS

- A. Permitted Uses:

- 1. Multiple-family dwellings.
- 2. Structured parking.
- 3. Commercial Retail Sales and Service Establishments in conjunction with residential use and limited to 25% of the land area.
- 4. All types of professional and business offices structurally integrated with a multiple family dwelling not exceeding 25% of the total floor area..
- 5. Day care centers and care centers meeting the performance standards and development criteria set forth in Part 4.
- 6. Hospital, nursing homes, assisted living facilities, group care homes, housing for the

Revised Exhibit 3
Page 2 of 9

elderly or orphans and similar uses.

7. Essential services, including water, sewer, gas, telephone, radio, television and electric, meeting the performance standards and development criteria set forth in Part 4.

8. Private clubs.

B. Permissible Uses by Exception:

1. Residential treatment facilities or emergency shelters.

C. Permitted Accessory Uses and Structures: As permitted pursuant to Section 656.403.

D. Temporary Uses: Temporary sales and leasing offices and construction trailers may be placed on site.

V. DESIGN GUIDELINES

A. Lot Requirements:

1. *Minimum lot area:* None.

2. *Minimum lot width:* None.

3. *Maximum lot coverage:* None.

4. *Minimum front yard:* None.

5. *Minimum side yard:* None.

6. *Minimum rear yard:* None.

7. *Maximum height of structures:* 80 feet.

B. Ingress, Egress and Circulation:

1. *Parking Requirements.* The project includes structured parking vertically integrated with the multi-family residential development. A minimum of 1 parking space per dwelling unit shall be provided.

2. *Vehicular Access.* Vehicular access to the Property shall be by way of Main Street, State Street and Ocean Street, as conceptually shown in the Site Plan. The final location of all access points is subject to the review and approval of the Development Services Division.

3. *Loading Spaces.* Two (2) loading spaces shall be permitted, and vehicles shall be

Revised Exhibit 3
Page 3 of 9

permitted to maneuver as required for loading and unloading, within the right-of-way along Ocean Street as conceptually depicted in the Site Plan.

4. *Pedestrian Access.* Pedestrian access shall be provided by sidewalks installed in accordance with the 2030 Comprehensive Plan.

C. Signs:

1. One (1) street frontage sign per lot not exceeding 1 square foot for each linear foot of street frontage, per street, to a maximum size of 300 square feet in area for every 300 linear feet of street frontage or portion thereof is permitted, provided they are located no closer than 200 feet apart.
2. Wall signs not to exceed 10% of the square footage of the occupancy frontage of the building abutting a public right-of-way are permitted.
3. One (1) under-the-canopy sign per occupancy, not exceeding a maximum of 8 square feet in area per sign, is permitted, provided that any square footage used for an under-the-canopy sign shall be subtracted from the maximum allowable square footage for wall signs on the building in question.
4. Directional signs shall not exceed 4 square feet in area and 5 feet in height.

D. Landscaping:

Landscaping will be coordinated through the City Landscape Architect and the Planning and Development Department. The following exceptions to Part 12 of the Zoning Code apply: (1) one palm tree shall be planted for every 40 linear feet of frontage and may be clustered; and (2) structured parking shall not be deemed to be a vehicular use area for landscaping purposes.

E. Recreation and Open Space:

Development of the site is constrained due to environmental remediation required. Accordingly and in furtherance of Policy 2.2.13 of the Future Land Use Element of the City of Jacksonville 2030 Comprehensive Plan, recreation and open space shall be developed as possible in compliance with Florida Department of Environmental Protection and City of Jacksonville Environmental Protection Board requirements.

An on-site fitness center will be provided for residents. Additionally, multiple parks are located within a short distance from the Property. Confederate Park is across Orange Street from the Property. Confederate Park Dog Park is less than 500 feet away to the east along Orange Street. Henry J. Klutho Park is less than 1,500 feet away. Combined, these parks provide more than 25 acres of readily accessible recreation space including bike paths, a multiuse field, basketball courts

and tennis courts.

In consideration of the proposed redevelopment of a brownfields area, Developer may make improvements within half a mile of the Project including, but not limited to parks, and pedestrian paths provided such improvements are in furtherance of the City's plan for such areas. In the event that the Comprehensive Plan is amended prior to issuance of a building permit to permit other off-site recreational amenities or payments to satisfy this obligation within the Downtown area, this PUD shall be permitted to comply with such amended requirement.

F. Utilities

Essential services including gas, telephone, water, sewer, cable and electric as required to serve the project shall be permitted on the site. Water, sanitary sewer and electric will be provided by JEA. Stormwater treatment facilities may be located offsite, within the right-of-way and/or underground in vaults on the parcels.

G. Wetlands

This project does not impact any wetlands.

VI. JUSTIFICATION FOR PLANNED UNIT DEVELOPMENT CLASSIFICATION FOR THIS PROJECT

The proposed project is consistent with the general purpose and intent of the City of Jacksonville 2030 Comprehensive Plan ("2030 Comprehensive Plan") and Land Use Regulations. The proposed redevelopment of the Property will enhance the value of nearby properties as a result of the improvements, enhance the aesthetics of the neighborhood, increase the tax base, and create new jobs. As such, the proposed project will be beneficial to the surrounding neighborhood and community.

A. Is more efficient than would be possible through strict application of the Zoning Code:

The PUD and accompanying land use amendment will permit multi-family development consistent with its prior use as the Park View Inn which would not otherwise be possible in the CCG-2 zoning district. The PUD design ensures consistency with the surrounding zoning and existing uses.

B. Is compatible with surrounding land uses and will improve the characteristics of the surrounding area:

The Property is consistent and comparable to the planned and permitted development in the area. The Property is located in the Urban Priority Area functional land use category according to the Future Land Use Map series adopted as part of the Comprehensive Plan. Within the Urban Priority Area, compact development that includes residential uses is preferred. The base maximum density for HDR-Urban Priority Areas, is 80 units/acre.

Revised Exhibit 3
Page 5 of 9

Accordingly, the Property is compatible in both intensity and density with surrounding uses and zoning districts.

C. Will promote the purposes of the City of Jacksonville 2030 Comprehensive Plan:

The Project will be consistent with the 2030 Comprehensive Plan. Principal uses within the CGC Urban Priority Area include commercial retail sales and service establishments, restaurants, offices, business and professional offices, and multi-family dwellings. Transit-Oriented Developments encourage creation of areas where home, office, shopping and civic spaces are within a short walk. Therefore, the PUD rezoning will further the objectives of the 2030 Comprehensive Plan by allowing development of a multi-family project along the main corridor of Springfield, next to a large public park, and within walking distance of the Skyway Rosa Parks Station.

The grant of exception would further the following 2030 Comprehensive Plan policies and objectives:

- Objective 1.1 of the Future Land Use Element of the 2030 Comprehensive Plan
 - Ensure that the type, rate, and distribution of growth in the City results in compact and compatible land use patterns, an increasingly efficient urban service delivery system and discourages proliferation of urban sprawl through implementation of regulatory programs, intergovernmental coordination mechanisms, and public/private coordination.
- Policy 1.1.8 of the Future Land Use Element of the 2030 Comprehensive Plan
 - Ensure that all future development and redevelopment meets or exceeds the requirements of all Land Development Regulations, including, but not limited to zoning, subdivision of land, landscape and tree protection regulations, and signage, as established and adopted by the City, State of Florida and the federal government, unless such requirements have been previously waived by those governmental bodies
- Policy 1.1.12 of the Future Land Use Element of the 2030 Comprehensive Plan
 - Promote the use of Planned Unit Developments, cluster developments, and other innovative site planning and smart growth techniques in all commercial, industrial and residential plan categories, in order to allow for appropriate combinations of complementary land uses, and innovation in site planning and design, subject to the standards of this element and all applicable local, regional, State and federal regulations.
- Policy 1.1.25 of the Future Land Use Element of the 2030 Comprehensive Plan
 - The City will encourage the use of such smart growth practices as:

-
- Interconnectivity of transportation modes and recreation and open space areas;
 - A range of densities and types of residential developments;
 - A mix of uses including office, commercial, and residential which encourage internal capture of trips;
 - Use of the Development Areas;
 - Revitalization of older areas and the downtown, and
 - Purchase of land through the Preservation Project to remove it from development and preserve it as open space, recreation or conservation use.
- Objective 1.2 of the Future Land Use Element of the 2030 Comprehensive Plan
 - Manage the use of land in the City by approving new development and redevelopment only if necessary public facilities are provided concurrent with the impacts of development. Ensure the availability of adequate land suitable for utility facilities necessary to support proposed development. Verify prior to development order issuance that all new development and redevelopment will be served with potable water, wastewater, solid waste disposal, stormwater management facilities, and parks that meet or exceed the adopted Levels of Service established in the Capital Improvements Element.
 - Policy 2.2.13 of the Future Land Use Element of the 2030 Comprehensive Plan
 - Prioritize brownfield sites for redevelopment based on the extent of contamination and ease of remediation, potential for available funding, and potential for mixed use redevelopment. The City's Brownfield Coordinator should identify these sites and rank them according to the following criteria:
 - 1. Ease of remediation and suitability of the site for residential or recreational uses,
 - 2. Location on major road corridors and accessibility to transit,
 - 3. Large sites with the greatest potential to be redeveloped as a compact and walkable project which adds needed density, parks and open space to the community.
 - Objective 2.3 of the Future Land Use Element of the 2030 Comprehensive Plan
 - Continue to strengthen Downtown Jacksonville as the regional center of finance, government, retail and cultural activities for Northeast Florida.

Revised Exhibit 3
Page 7 of 9

- Policy 2.3.1 of the Future Land Use Element of the 2030 Comprehensive Plan
 - Recognize the Central Business District and its periphery as a significant urban area of the City appropriate for residential and mixed use projects at higher densities/intensities than the remainder of the City.
- Objective 3.2 of the Future Land Use Element of the 2030 Comprehensive Plan
 - Continue to promote and sustain the viability of existing and emerging commercial and industrial areas in order to achieve an integrated land use fabric which will offer a full range of employment, shopping, and leisure opportunities to support the City's residential areas.

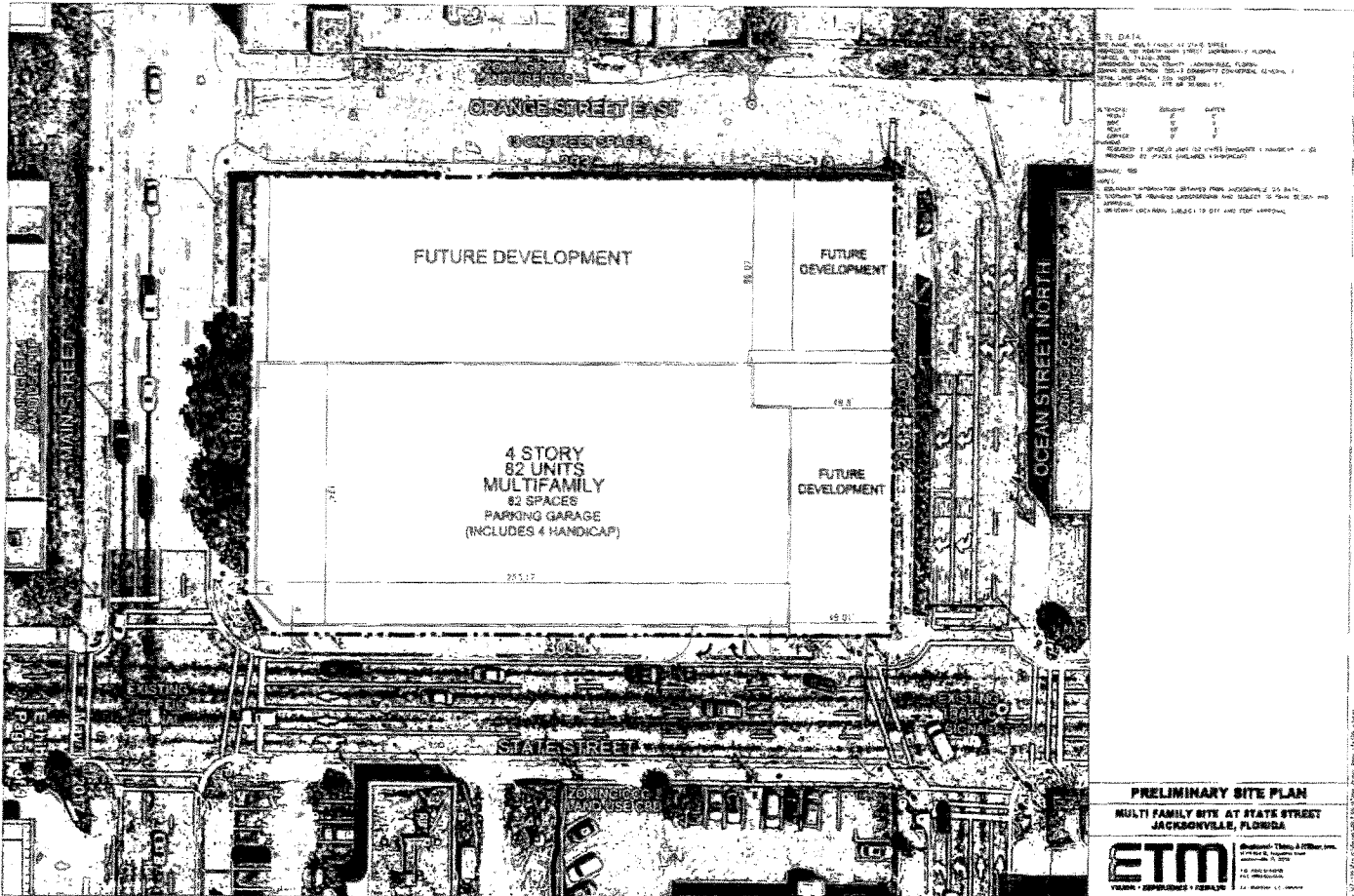
EXHIBIT F

901 Main Street Planned Unit Development

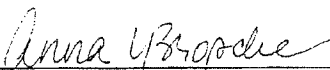
Land Use Table

Total gross acreage	<u>1.52</u> Acres	<u>100</u> %
Amount of each different land use by acreage		
Single family	<u> </u> Acres	<u> </u> %
Total number of dwelling units	<u> </u> D.U.	
Multiple family – Phase 1*	<u>0.71</u> Acres	<u>47</u> %
Total number of dwelling units	<u>82</u> D.U.	
*Phase 2 – additional units may be added up to the maximum permitted density		
Commercial	<u> </u> Acres	<u> </u> %
Industrial	<u> </u> Acres	<u> </u> %
Other land use	<u> </u> Acres	<u> </u> %
Active recreation and/or open space	<u> </u> Acres	<u> </u> %
Passive open space	<u> </u> Acres	<u> </u> %
Public and private right-of-way	<u> </u> Acres	<u> </u> %
Maximum coverage of buildings and structures	<u> </u> Acres	<u> </u> %

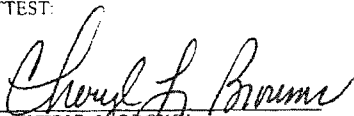
Revised Exhibit 3
Page 9 of 9



ORDINANCE 2017-484-E
CERTIFICATE OF AUTHENTICATION
ENACTED BY THE COUNCIL
January 09, 2018


ANNA LOPEZ BROSCHÉ
COUNCIL PRESIDENT

ATTEST:


DR. CHERYL L. BROWN
COUNCIL SECRETARY



**ATTACHMENT E
CONTRACTOR CERTIFICATION FORM**



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

BOB MARTINEZ CENTER
2600 BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

**CONTRACTOR CERTIFICATION FORM
Brownfields Redevelopment Program**

Contractor Name Geosyntec Consultants, Inc Date: 6/28/18
Contractor Address: 6770 South Washington Ave, Ste 3, Titusville, FL 32780
Contact Name: Jim Langenbach
Phone No.: 321-747-1906 Fax No.: 321-269-5813
Brownfield Site ID #: BF160001017

Contractor Certifies by Checking All Appropriate Boxes:

- | | Yes | No |
|---|-------------------------------------|--------------------------|
| 1. It meets all certification and license requirements imposed by law. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. It performs or contracts laboratory analysis pursuant to National Environmental Laboratory Accreditation Program certification requirements and performs or contracts field-sampling work in accordance with the Standard Operating Procedures for Field Activities pursuant to Chapter 62-160, Florida Administrative Code. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. It complies with all applicable OSHA regulations. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Has the capacity to perform the majority of the site rehabilitation program tasks pursuant to a brownfield site rehabilitation agreement or supervise the performance of such tasks by licensed subcontractors in accordance with Section 489.113(9), F.S. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

The person named below by signing as an "Officer of the Company" hereby certifies to the Florida Department of Environmental Protection (FDEP) that the Contractor named above meets the requirements for contractors participating in the Brownfields Redevelopment Program [Sections 376.80(6) and (7), Florida Statutes (F.S.)]

[Signature] 6/28/18 James Langenbach
Signature of Officer of the Company and Date Signed Print Name of Officer of the Company

Senior Principal/Vice President
Title of Officer of the Company

This form will be kept on file by the FDEP District office. Contractors must immediately notify the FDEP (Brownfields District Coordinator) of any change in the above criteria. The FDEP may order a suspension or cessation of work for failure of a contractor to maintain their required certification. Please return this form to the appropriate District Brownfields Coordinator.

ATTACHMENT F
QUALITY ASSURANCE CERTIFICATE

Page xxiv of xv

For FDEP use: 12/06/2017 Revised BSRA Model
4824-04111-0956.1

Exhibit 1
Page 110 of 114



State of Florida
Department of Health, Bureau of Public Health Laboratories
This is to certify that

E84282

TESTAMERICA - TAMPA
6712 BENJAMIN ROAD - SUITE 100
TAMPA, FL 33634


has complied with Florida Administrative Code 64E-1,
for the examination of environmental samples in the following categories

DRINKING WATER - MICROBIOLOGY, DRINKING WATER - PRIMARY INORGANIC CONTAMINANTS, DRINKING WATER - SECONDARY INORGANIC CONTAMINANTS, NON-POTABLE WATER - EXTRACTABLE ORGANICS, NON-POTABLE WATER - GENERAL CHEMISTRY, NON-POTABLE WATER - METALS, NON-POTABLE WATER - MICROBIOLOGY, NON-POTABLE WATER - PESTICIDES-HERBICIDES-PCB'S, NON-POTABLE WATER - VOLATILE ORGANICS, SOLID AND CHEMICAL MATERIALS - EXTRACTABLE ORGANICS, SOLID AND CHEMICAL MATERIALS - GENERAL CHEMISTRY, SOLID AND CHEMICAL MATERIALS - METALS, SOLID AND CHEMICAL MATERIALS - PESTICIDES-HERBICIDES-PCB'S, SOLID AND CHEMICAL MATERIALS - VOLATILE ORGANICS

Continued certification is contingent upon successful on-going compliance with the NELAC Standards and FAC Rule 64E-1 regulations. Specific methods and analytes certified are cited on the Laboratory Scope of Accreditation for this laboratory and are on file at the Bureau of Public Health Laboratories, P. O. Box 210, Jacksonville, Florida 32231. Clients and customers are urged to verify with this agency the laboratory's certification status in Florida for particular methods and analytes.

Date Issued: July 01, 2018 Expiration Date: June 30, 2019




Patty A. Lewandowski, MBA, MT(ASCP)
Chief Bureau of Public Health Laboratories
DH Form 1697, 7/04

NON-TRANSFERABLE E84282-50-07/01/2018
Supersedes all previously issued certificates



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA	CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): 800-363-0105 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers Indemnity Co of CT 25682 INSURER B: Travelers Property Cas Co of America 25674 INSURER C: Starr Surplus Lines Insurance Company 13604 INSURER D: INSURER E: INSURER F:	
INSURED TestAmerica Environmental Services, LLC 4101 Shuffel Street NW North Canton OH 44720 USA	NAIC #	

COVERAGES

CERTIFICATE NUMBER: 570070655445

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		1000065512181	04/01/2018	04/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 Deductible \$50,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> \$2,500 Comp Ded <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$2,500 Coll Ded		810-27710023-TCT-18	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION		1000336445181	04/01/2018	04/01/2019	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	U89082616A18	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	Env Prof (E&O)		1000065512181 Prof & Poll-Claims Made	04/01/2018	04/01/2019	Each Claim \$1,000,000 Total Claims \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured includes: TestAmerica Laboratories, Inc., Aerotech Laboratories, Inc., ENLab P&K, LLC and TestAmerica Air Emission Corp. (DBA Metco Environmental). Additional Insured where required by written contract with respect to general Liability, Automobile Liability and Excess Liability policies, waiver of Subrogation with respect to General Liability, Automobile Liability, workers' Compensation and Excess Liability policies as required by written contract and as permitted by law.

CERTIFICATE HOLDER

CANCELLATION

TestAmerica Environmental Services, LLC
4101 Shuffel Street NW
North Canton OH 44720 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Inc of Florida

Holder Identifier :

Certificate No : 570070655445

**ATTACHMENT G
ADVISORY COMMITTEE MEMBERS**

Kristina Nelson
Greg Radlinski
Fred McKinnies
Aundra Wallace
Jeff Foster

ATTACHMENT H
FORMAT FOR SUBMITTAL OF TECHNICAL DOCUMENTS

1. One hard copy or one electronic copy of each report or proposal and final reports shall be submitted to the Department or to the delegated local program.
2. In an effort to increase efficiency, responsiveness, and to enhance environmental protection, electronic records are an acceptable media substitute for hard copy and shall be pursued as the first option of choice to arrive at compliance. Where an electronic format exists of the records it shall be used to transmit the data, file, report, document, map, plans, picture, record, or any other object that may be available in an electronic format. Electronic records shall be kept in industry standard non-proprietary formats: TIFF, GIF, JPEG, PDF, or in Microsoft Word, Microsoft Excel, and Microsoft Access not older than one (1) release behind the current.
3. Data requested shall be transmitted using available media such as E-mail, Compact Disc (CD), or File Transfer via an FTP site. Additional formats may be considered at the time of the request.
4. After final approval of each report, an electronic copy and one hard copy shall be submitted within 30 days.
5. The media shall include a file directory and specify the "naming convention".
 - (a) Final reports (any text files) must be in one of the approved formats.
 - (b) Site maps and surveys shall be in TIFF, JPEG or ".pdf" format.
 - (c) Site-specific GIS data tables shall be in Excel or text (tab delimited) format.
 - (d) The cover of the media shall include the Site Name, Designated Brownfield Area, Date and Type of Report(s).
The left inside cover of the media should list all the files located on the media.