

### MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is entered into by and between TOWN OF DAVIE COMMUNITY DEVELOPMENT AGENCY, a public body corporate and politic created pursuant to Chapter 163, Part III, Florida Statutes, having an address at 6591 Orange Drive, Davie, Florida 33314 ("Seller") and FRONTIR VILLAGE DAVIE, LLC., a Florida limited liability company having an address at 300 S. Pine Island Road, Suite 309, Plantation, Florida 33324 ("Buyer").

#### WITNESSETH:

WHEREAS, Seller and Buyer have entered into that certain Agreement For Purchase and Sale (the "Contract") for the purchase and sale of that certain land ("Land") located at the northwest corner of Davie Road and Orange Drive, Broward County, Florida, consisting of approximately three (3) acres, and more particularly described in the Contract; and

WHEREAS, the Supplemental Site Assessment Report, Project No. 203-027-01, Report No. 851, FDEP No. 618840785 dated February 21, 2020 and prepared by Global Environmental Services Inc., ("Supplemental Site Assessment") obtained by the Buyer in accordance with Article 6, sub-article 6.4, of the Agreement calls for a Phase II Site Assessment to be performed on the Land ("Phase II Assessment"); and

WHEREAS, Seller is responsible for obtaining and paying for the Phase II Assessment; and

WHEREAS, Buyer and Seller have agreed that Buyer will obtain the Phase II Assessment and that Seller will reimburse Buyer the costs of such Phase II Assessment at closing; and,

WHEREAS, Buyer has agreed to obtain the Phase II Assessment from one of the three companies that submitted the proposals attached hereto as Exhibit A ("Proposals").

NOW THEREFORE, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the respective receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. Buyer hereby agrees to use one of the three companies that have submitted the Proposals and Seller has agreed to reimburse the Buyer for the Phase II Assessment at closing in an amount up to Seventeen Thousand and 00/100 Dollars (\$17,000) based on paid invoices by the Buyer.
3. Buyer agrees to furnish the Phase II Assessment report to Seller within (3) business days of receiving the report.
4. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
5. Each party agrees to cooperate with the other party and to execute such additional instruments and documents as may be reasonably necessary or proper in order to obtain the Phase II Assessment and to carry out the provisions of this Agreement.


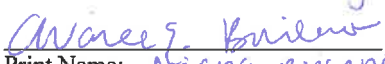
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and date set forth below.

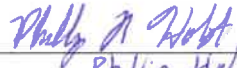
WITNESS:

SELLER:

DAVIE COMMUNITY REDEVELOPMENT AGENCY

Public body corporate and politic created pursuant to Chapter 163, Part III, Florida Statutes

  
Print Name: Susette Rodriguez  
  
Print Name: Ariana Brien



By:   
Name: Philip Hobbs  
Title: CRA Director


Executed on this 1st day of May, 2020.

WITNESS:

BUYER:

FRONTIER VILLAGE DAVIE, LLC.,  
a Florida limited liability company

  
Print Name: Philip A Hobbs  
  
Print Name: Alba Costa

By:   
Name: Sacha Touret  
Title: Manager

Executed on this 1st day of May, 2020.

**EXHIBIT A**

**PHASE II SITE ASSESSMENT PROPOSALS**

# Fax

## LandScience

12570 NE 7th Ave  
North Miami, Florida 33161  
(305) 893-4955, Fax: (305) 893-9364

**Name:** Mr. Sacha Touret

**Organization:** Frontier

Village Davie, LLC **Fax:**

**Phone:** (954) 765-6254

**From:** Rob Ludicke

**Date:** April 9, 2020

**Subject:** Proposal you  
requested

**Pages:** 5

Mr. Touret,

Enclosed is the proposal you requested. To authorize us to initiate work on this project, please sign the enclosed service contract and send it back to us. In addition, we request payment in full to be provided to LandScience prior to commencing work. Please call me if you have any questions. Thank you.

Sincerely,



Rob Ludicke  
President

**LandScience**

**SERVICE CONTRACT**

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Date: April 9, 2020

Client: Mr. Sacha Touret  
Frontier Village Davie, LLC  
, FL

Subject: Proposal to Conduct Supplemental Site Assessment Activities at the  
Former Phillips 66 Station Property  
Located at 4493 Southwest 64th Avenue  
Davie, Broward County, FL  
LandScience Proposal Number: 2208411

Cost: The cost is **\$18,750.00**

**Special Instructions:**

LandScience is pleased to provide you with this proposal to conduct supplemental site assessment activities and prepare a Supplemental Site Assessment Report (SSAR) in accordance with Chapter 62-780 of the Florida Administrative Code (F.A.C.).

**BACKGROUND**

Review of a Supplemental Site Assessment Report, dated February 21, 2020, indicated that petroleum hydrocarbon impacted groundwater was present in five (5) of the six (6) on site groundwater monitoring wells. Based on this information, the consultant indicated that petroleum hydrocarbon impacted soil may still be present at the Subject Property and may be contributing to the on going groundwater impacts. As a result, the consultant recommended further soil and groundwater assessment to determine if impacted soils remain on site, and to attempt to define the horizontal and vertical extent of the impacted groundwater.

**SCOPE OF WORK**

**Off-Site Access/Permit Acquisition**

- LandScience will acquire the necessary off-site access and/or permits required to assess the groundwater beyond the Subject Property boundaries.

**Underground Utility Clearance**

- Sunshine State One Call will be contacted to clear the underground utilities up to the subject property boundaries. LandScience will rely on these services and is not responsible for damages or repair costs of utility lines for which the location is not indicated by client or its authorized affiliates. During underground investigation, post-hole diggers will be used to clear the first four feet of soil before any machinery is used.

**Soil Assessment**

- LandScience will supervise the performance of up to five (5) soil borings using a truck-mounted Geoprobe unit (i.e., direct push methodology). Four (4) soil borings will be performed in the immediate vicinity of the former underground storage tanks (USTs), and one (1) soil boring will be performed in the immediate vicinity of the monitoring well exhibiting the highest petroleum hydrocarbon concentrations (e.g., MW-3).
- Soil samples will be collected in two-foot intervals to the soil/groundwater interface for field-screening of organic vapors using a photoionization detector (PID).
- Soil samples will be collected from the 0-2, 2-4, and 4-6 foot intervals below land surface from each soil boring for laboratory analysis of volatile organic aromatic hydrocarbons (VOAs) by EPA Method 8260C, polynuclear aromatic hydrocarbons (PAHs) by EPA Method 8270C, and total recoverable petroleum hydrocarbons (TRPHs) by the FL-PRO Method.

**Groundwater Assessment**

- LandScience will supervise the installation of four (4) shallow groundwater monitoring wells, and one (1) intermediate groundwater monitoring well using a Geoprobe unit. The

four shallow monitoring wells will be installed to the north, south, east, and west, of existing on site groundwater monitoring wells, MW-5, MW-4, MW-2, and MW-6, respectively.

- Groundwater samples will be collected from the newly installed groundwater monitoring wells for laboratory analysis of VOAs by EPA Method 8260C, PAHs by EPA Method 8270C, and TRPHs by the FL-PRO Method.

#### INVESTIGATIVE DERIVED WASTE

- All soil and groundwater generated during the proposed activities will be placed into 55-gallon drums and staged on site pending disposal.

#### REPORT PREPARATION

Following completion of all field activities and receipt of all analytical data, LandScience will prepare a Supplemental Site Assessment Report for the Subject Property that will include all information collected during the assessment activities performed as part of this scope of work. The SSAR will be prepared in accordance with Chapter 62-780, F.A.C. The SSAR will be signed & sealed by a Florida Licensed Professional Geologist or Florida Licensed Professional Engineer. The SSAR will provide conclusions and recommendations for a particular remedial approach, if necessary. At the request of the client, the SSAR will be submitted to the Broward County Environmental Protection and Growth Management Department (EPGMD) for their review.

#### SCHEDULE

LandScience anticipates that our services can be initiated within three weeks of our receipt of your authorization to proceed and retainer. An electronic copy of the report will be submitted to the client within six weeks of your authorization to proceed.

#### ASSUMPTIONS

- 1) The client will provide LandScience with written authorization to proceed with the proposed scope of services and retainer prior to LandScience mobilizing to the Subject Property.
- 2) If the laboratory analytical results are below the regulatory standards, then LandScience will recommend No Further Action (NFA) for the Subject Property. If laboratory analytical results indicate that additional assessment is required, then a separate proposal will be prepared and submitted to your office for approval prior to conducting additional field work outside the scope of work of this proposal. Payment for this stage of assessment will be due in full prior to undertaking additional assessment activities.
- 3) The groundwater monitoring wells can be installed using standard drilling equipment and the proposed drilling locations are accessible with truck-mounted drilling equipment.
- 4) Costs may increase due to delays caused by limited or restricted site access.
- 5) Unforeseen conditions encountered during drilling which require excessive time and/or stand by time will require additional labor and equipment charges.
- 6) LandScience will not be responsible for adverse weather conditions that cause excessive delays and fees to complete the scope of services.
- 7) The proposed assessment activities will be completed on a standard work schedule of Monday through Friday 8:00 AM to 5:00 PM (excluding holidays) and a standard seven (7) day laboratory sample analysis turnaround basis.
- 8) Surface conditions at each of the proposed groundwater monitoring well/soil boring locations do not consist of reinforced asphalt or concrete exceeding six (6) inches in thickness. No concrete or asphalt cutting will be required.
- 9) Site conditions/limitations might prevent the performance of soil borings or the installation of groundwater monitoring wells in the areas proposed. If site conditions/limitation prevent the placement/installation of soil borings/groundwater monitoring wells in the proposed areas, then LandScience will attempt to place the sample points as close to the proposed areas as possible.

- 10) Generated soil and groundwater are not deemed hazardous waste based on classification by the waste hauler and disposal facility. If the waste is characterized as hazardous, then a change order will be required to incur the additional cost associated with the transportation and disposal of hazardous waste.
- 11) Fees presume that Level D personal protective equipment is adequate for all site activities.
- 12) Sunshine State One Call will be contacted to clear the underground utilities up to the subject property boundaries. LandScience will rely on these services and is not responsible for damages or repair costs of utility lines for which the location is not indicated by client or its authorized affiliates. During underground investigation, post-hole diggers will be used to clear the first four feet of soil before any machinery is used.
- 13) This proposal does not include the cost associated with any report review or licensing fees imposed by the regulatory agency. These fees will be the responsibility of the client.

**Acceptance of LandScience Proposal Number 2208411:**

This proposal includes the terms and conditions attached to this page or on the reverse hereof: Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Print Name of firm or corporation: \_\_\_\_\_

Signature & Title of authorized representative: \_\_\_\_\_

Print Name of signing representative: \_\_\_\_\_

INITIAL \_\_\_\_\_ DATE \_\_\_\_\_

## TERMS AND CONDITIONS

### 1. SERVICE:

LandScience shall supply all labor, materials, supervision, and all items of expense necessary to provide the services set forth in our proposal. In performing services, LandScience, shall operate as an independent contractor and not as an agent or employee of Client.

### 2. PAYMENT:

Payment is due in full upon Client's acceptance of LandScience's proposal. Only paid for reports and services may be relied on otherwise they become null and void to the client and/or third parties.

### 3. GOVERNING LAW:

This contract shall be construed under the laws of the State of Florida.

### 4. LIMITATION OF PROFESSIONAL LIABILITY; LIMITATION OF ACTION:

The Client, its successors, assigns and all persons or entities receiving and/or relying upon this report or any portion thereof, agree to limit any and all total liability for claims, for damages, cost of defense, or expenses to be asserted against LandScience, as a result of the work/service set

forth in the proposal to a sum not to exceed an aggregate limit up to a maximum of \$1,000,000 for a period of one year following project initiation. After one year, the limits of all liability is limited to the sum not to exceed the amount paid to LandScience, for its services.

### 5. INDEMNIFICATION:

In the event the Client provides a copy of any report prepared by LandScience, or any portion thereof to any person or entity, the Client agrees to require, as condition precedent to the provision of the report, an agreement on the part of the said person or entity to the above limitation of the total professional liability of LandScience, and to the limitation action above. The Client shall and hereby does, directly, or indirectly indemnify and hold harmless LandScience, from any losses, including reasonable legal fees, should the client provide copies of reports, or any portion thereof, to any person or entity without first obtaining such agreements. Further, in no event shall the total liability of LandScience, to the Client, to those persons or entities to whom copy(ies) of reports have been furnished, and/or to other third parties, exceed the amount shown in the above Limitations of Professional Liability section of this agreement.

The Client agrees that all indemnifications granted to LandScience, also be extended to those persons or entities retained by LandScience, for the work outlined in the Proposal.

### 6. ASSIGNS:

LandScience, may delegate, assign, subcontract, or transfer certain of its duties or interests in this contract to such responsible parties as it may, in its professional judgment, elect.

### 7. SEVERABILITY:

If any provision of this Agreement, or application thereof to any person or circumstances, shall to any extent be invalid, the remainder of this

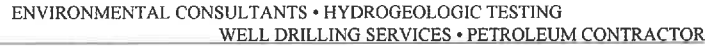
Agreement, or the application of such provision to person or circumstances other than those as in which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by Law.

### 8. ENTIRETY:

This contract constitutes the entire agreement between the parties hereto and no changes, modifications, extensions, termination or waiver of this

Contract or any of the provisions herein contained shall be valid unless made in writing and signed by a duly authorized representative of the party sought to be charged therewith.








**HYDROLOGIC ASSOCIATES U.S.A., INC.**  
ENVIRONMENTAL CONSULTANTS • HYDROGEOLOGIC TESTING  
**WELL DRILLING SERVICES • PETROLEUM CONTRACTOR**

If Broward County determines the need for additional testing upon review of the SAR a subsequent proposal can be provided. HAI shall make reasonable efforts to avoid any damages to existing utilities by contacting a local utility locator service prior to initiating drilling activities, however, HAI will not be responsible for damages to utilities which are not marked or clearly identified. HAI will begin immediately and anticipates one to two days drilling/sampling. A SAR Report will be available within two weeks of the completion of our fieldwork.

If this proposal is agreeable to you, please sign below as permission to proceed and we will begin the process immediately. If you have any questions or comments regarding this proposal, please feel free to contact our Miami office.

Sincerely,

  
James T. Miller, P.E.  
Project Manager

Permission to Proceed:

\_\_\_\_\_  
Date \_\_/\_\_/\_\_

**MAIN OFFICE MIAMI**

**NASSAU**

10406 Miami, Florida 33157 SW 186<sup>th</sup> Terrace

**ORLANDO**

P.O. Box CB-12762, Suite # 186

Phone: (305) 252-7118

109 Bayberry Road

Cable Beach, Nassau, Bahamas

Fax: (305) 254-0874

Altamonte Springs, Florida 32714

**WWW.HAIMIAMI.COM**



**AST Florida Environmental, Inc.**  
32801 US Hwy 441 North, Lot 88  
Okeechobee, Florida 34972  
Mob (954) 296-0191  
E-mail [rpevtaylor@gmail.com](mailto:rpevtaylor@gmail.com)

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### PROPOSAL

To: Phillip R. Holste From: R. Scott Taylor  
Assistant Town  
Administrator/CRA Director,

Company: Town of Davie Pages: 2  
Address: 6591 Orange Drive Date: 12 March 2020  
Davie, FL 33314

Phone: Project: Former Phillips 66 Station, Site Assessment  
E Mail: (954) 797-1041 – office Project #: AST20005.01

Phillip R. Holste is authorizing AST Florida Environmental (AST), to conduct services for the Client's Name (print) above referenced project. The services will be billed on the following basis:

#### Services to be provided: Site Assessment Report (SAR) Activities per Broward County Requirements

AST will contact Sunshine State One Call of Florida for underground clearance. AST will develop a project Site Safety Plan which will be reviewed by all onsite personnel prior to any operations. As required, all field work will follow the Florida Department of Environmental Protection (FDEP) and Broward County Standard Operating Procedures (SOPs) for a 62-780 FAC Site Assessment.

Using a direct push drill rig, AST will install up to twenty (20) soil borings total to the groundwater table in the area of the former contamination. AST will collect representative, soil samples from each boring location, at appropriate depth intervals to the apparent groundwater table. All soil samples will be field analyzed by an Organic Vapor Analyzer (OVA) and observed for odors or staining. One set of samples from each of up to ten (10) locations will be collected for submittal to a State-certified laboratory for analysis of contaminants of concern (based on historical analyses) for KAG compounds. All samples will be held for potential additional delineation analysis if feasible and within holding times.

Based on the results of the soil borings AST will then install and sample up to five (5) shallow and one (1) deep groundwater monitoring wells in the area of the contamination. All groundwater samples will be submitted to a State-certified laboratory for analysis of contaminants of concern (based on historical analyses), appropriate EPA Methods for VOA and PAH chemicals. Additional parameters may be added or deleted in keeping with the requirements of the County and at the approval of the client.

A survey will be performed to record top of casing well measurements to determine shallow groundwater flow direction.

AST will prepare a written Site Assessment Report detailing all AST Site Assessment field investigation methods, field screening results, laboratory analysis results, findings, conclusions and recommendations for closure, remediation or additional work, if any, signed and sealed by a Florida Registered Professional Geologist. Be aware that the Assessment continues until full delineation is accomplished and may require additional work beyond this scope and as required by the County. The SAR will be prepared to facilitate selection of a site closure, conditional site closure or remediation strategy for the site that is protective of human health and the environment considering proposed property use, contamination risks, and contamination risk management. If the site meets the No Further Action (NFA) criteria of FAC 62-770, F.A.C., AST will recommend that the Department issue a NFA without conditions determination.

Mobilization, two field technicians – three days field time, report preparation, regulatory and client correspondence/meetings.....	\$7,000.00
Field instruments, disposables, insurance.....	\$2,755.00
Prepacked wells/materials/permits.....	\$1,260.00
Two days with a direct push drilling rig .....	\$3,600.00 Ten
(10) soil samples analysis by KAG (@ \$245 each) .....	\$2,450.00
One (1) deep groundwater sample analysis by KAG (@ \$345 each) .....	\$345.00
Six (6) shallow groundwater sample analysis by VOA/PAH (@ \$60/\$105 each) .....	\$990.00

**Total Cost.... \$18,400.00\***

Phase I and Phase II ESA's  
Indoor Air Quality/Mold Assessments/ Lead Paint  
Above and Underground Storage Tank Removals  
Soil and Groundwater Assessments  
Property Remediation  
Asbestos Surveys and Remediation  
Environmental Impact Assessments, Wetland Delineation  
Endangered Species Surveys  
Ecological SCUBA Diving Assessments



**AST Florida Environmental, Inc.**  
32801 US Hwy 441 North, Lot 88  
Okeechobee, Florida 34972  
Mob (954) 296-0191  
e-mail  
rpcvtaylor@gmail.com

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Please forward any as-built or other construction plans that are available which would show utility lines, piping, conduits, etc., that are in the vicinity of the project area. Should you have any questions please contact Mr. Scott Taylor in our Okeechobee office at 954-296-0191.

**TERMS:**

- . AST will complete the work described above in a timely manner unless delayed by client's request, lack of information, or intervening factors beyond our control.
- . Client assures AST that it has permission to work on the subject property and will advise AST of proper procedures for accessing subject property. AST is not responsible for any landscape, facility or structural damage to the property resulting from normal operations as defined in this Scope of Work.
- . AST's conclusions and recommendations for further work, if any, will be based entirely on the findings and test results from the activities involved this investigation.
- . Client will provide AST with any special billing formats or considerations.
- . **Final payment is due upon delivery of the Report.** When you provide a check as payment, you authorize us to use information from the check to make a one-time electronic fund transfer from your account, or to process the payment as a check transaction. You authorize us to collect a fee through electronic fund transfer from your account if your payment is returned unpaid.
- . AST will maintain a minimum \$1,000,000 errors and omissions (professional liability) insurance; \$1,000,000 per occurrence and \$2,000,000 aggregate liability insurance for the duration of the project. Any disputes regarding payment for services shall be resolved in a court in Broward County. Client agrees to pay all legal fees and other collection costs incurred by AST to collect unpaid invoices.

**This proposal is valid for a period of 30 days following the date of issuance.**

*If you have difficulty in receiving this fax message, please call (954) 296-0191 and request to speak to the person listed below.*

Contact:

R. Scott Taylor