



STEELE ENVIRONMENTAL CONSULTING, INC.

Celebrating 20 Years in Business!

November 11, 2024

Mr. Randy Krise / Mr. Scott Kelting
Krise Commercial Group, LLC
240 Virginia Avenue
Fort Myers, Florida

Sent via e-mail: randy@krisecg.com

Subject: Proposal to Conduct: Phase I Environmental Site Assessment
Commercial Sites: 18171 – 18201 North Tamiami Trail, N. Fort Myers, Florida
SEC Project Number 24-167

Dear Mr. Krise / Kelting

Thank you for your note to me today. Steele Environmental Consulting (SEC) is pleased to provide you with this proposal to perform a Phase I Environmental Site Assessment for the above referenced property in conformance with the EPAs All Appropriate Inquire for property assessments. This proposal includes our understanding of the project, our proposed schedule and fees for the project.

Project Background

Based on our previous work in the vicinity, we understand that the site consists of two vacant lots in North Fort Myers, Florida. Due to nearby commercial properties, SEC recommends that a Phase I Environmental Site Assessment (ESA) be conducted for the property.

Scope of Services

The objective of the proposed research is to determine if any evidence exists to suggest the presence of environmental impact to the soil and/or groundwater of the site. The specific level of diligence is in accordance with the scope and limitations of ASTM Designation E 1527-22, "Standard Practice For Environmental Site Assessments". Matters outside the scope of this investigation include, but are not limited to: asbestos containing material, radon, mold, lead-based paint, lead in drinking water, wetlands, regulatory compliance, cultural and historical resources, industrial hygiene, health and safety, ecological resources, endangered species, indoor air quality, and high voltage power lines. Please feel free to contact us if you are interested in adding any of these matters to the scope of work for this project.

The Scope of Services, which is in accordance with the new EPA AAI Standards and ASTM Practice 1528-22, is found attached to this proposal as Attachment A. This Scope of Services generally reflects our understanding of the level of effort that is appropriate for the Phase I for the subject property.

6921 Friendship Drive, Sarasota, Florida 34241
(941) 552-8414 steele-environmental@live.com

Fees

We propose to conduct the Phase I Environmental Assessment in general accordance with the attached Scope of Services for a lump sum fee of \$ 2000.00. This lump sum fee will be due upon delivery of the completed Phase I Site Assessment. SEC will provide two copies of the final report, unless other arrangements are made.

Please provide the following data to SEC:

- Legal name(s) of all entities to which the report should be certified.
- Reliable documentation showing the subject property boundaries, including legal description.
- Title Information, if available.
- Authorization that SEC has been granted full site access at the property by the site owner.
- Information regarding any confidentiality issues with tenants, renters, previous reports, etc.
- Telephone numbers for site owners, operators, tenants, etc.

Schedule

Upon receipt of your authorization to conduct the Phase I for this site SEC will schedule the requisite field visit. A completed report shall be delivered to you within ten days of receipt of the signed authorization. This schedule assumes that site access is readily available. If there are special scheduling requirements, we can meet your needs.

Authorization

Upon receipt of the proposal, please sign the authorization and return one complete proposal to our office, receipt of which will constitute our Notice to Proceed. SEC presumes that by authorizing this contract, you have obtained permission for SEC to conduct these services on the subject property. Please complete the attached questionnaire to the best of your ability. We appreciate the opportunity to assess the subject project site. If you need additional information regarding this proposal, scope of work, or anything regarding the project, please feel free to call at (941) 552-8414.

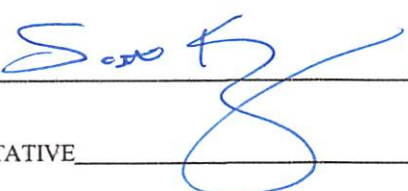
Sincerely,

STEELE ENVIRONMENTAL CONSULTING, INC.

Richard G. Steele, P.G., President

Attachment: Attachment A - Phase I Environmental Assessment, Scope of Services

THE ABOVE PROPOSAL HAS BEEN READ AND UNDERSTOOD AND IS HEREBY AGREED TO AND ACCEPTED AS EVIDENCED BY MY SIGNATURE BELOW. IT IS ALSO UNDERSTOOD THAT INVOICING IS ON A LUMP SUM BASIS AND WILL REFLECT CHARGES FOR WORK COMPLETED IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES. INVOICES ARE PAYABLE UPON RECEIPT AND ARE CONSIDERED PAST DUE AFTER 30 DAYS. AFTER 60 DAYS, A FINANCE CHARGE OF 1.5% WILL BE APPLIED.

PROPOSAL ACCEPTED BY:  DATE: 11/14/24

FIRM/OWNERS REPRESENTATIVE _____ TITLE _____

**Phase 1 Environmental Site Assessment
Scope of Services**

The objective of a Phase I Environmental Site Assessment is to perform sufficient work to identify obvious actual and potential sources of environmental contamination associated with a property, according to the Environmental Protection Agency (EPA) 40 CFR Part 312, "Standards and Practices For All Appropriate Inquiries". The purpose of the Services is to identify and characterize environmental conditions associated with the Site, to the extent reasonably possible. Environmental assessments may be performed to different levels of confidence using different levels of effort. Based on our understanding of your needs, the following services will be provided for the Phase I assessment:

- Perform a site reconnaissance by one of our professionals specializing in environmental projects. Our representative will look for surface indications of past or present waste handling activities or storage activities that may pose a hazard to subsurface environment. Personal interviews will be conducted with persons knowledgeable of existing and previous site conditions. SEC will conduct photo-documentation of the site.
- Review readily available environmental lists published by state and federal agencies in accordance with industry standards for a search radius of approximately 1/4 to 1/2 mile to evaluate if the site or nearby properties are listed as having a present or past environmental problem, are under investigation or are regulated by state or federal environmental regulatory agencies.
- Review readily available regulatory files based on information collected during the assessment activities. A file review will be conducted on the subject facility and surrounding properties if it is determined that they represent a potential environmental concern to the subject property.
- Perform a vehicular reconnaissance of the surrounding areas (approximately to a one-quarter mile radius from the subject site) to attempt to locate regulatory listed facilities, and to evaluate if the adjacent land use has a potential environmental impact on the subject site.
- Review previous environmental site assessment reports, if provided, with the notice to proceed or by the site contact at start of the project.
- Prepare a written report summarizing our findings and conclusions. Recommendations for additional services will be provided based on our findings, if requested. _____ Initial if Recommendations needed.

_____ In accordance with the EPA All Appropriate Inquire Rule (2006), the User or the Consultant is required to conduct a search for Environmental Liens (Title Search) associated with the subject property. If needed, SEC can conduct the Environmental Lien & Title Search for the client at an additional cost of **\$400.00 per platted parcel**. Please initial this line item to signify your desire for SEC to perform this search. If you wish to perform this search using your own resources, please forward a copy of the results to SEC for incorporation into the Phase I ESA Report.

Evaluations of air quality, noise impacts, and the identification or delineation of geological or geotechnical hazards, wetland areas, stormwater features as they relate to NPDES regulations, endangered or protected plant and animal species, or historical and archeological sites are typically beyond the scope of Phase I Environmental Assessments. The scope of the Phase I assessment also does not include the detection of the presence of urea formaldehyde, lead-based paint, asbestos, radon, or other potentially hazardous substances in any construction materials on the site, except as otherwise provided for herein. Similarly, the collection and testing of soil and/or ground-water samples is beyond the scope of the Phase I Environmental Site Assessment.



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ENVIRONMENTAL SITE ASSESSMENT USER INFORMATION

The EPA's new All Appropriate Inquiry (AAI) Standards for completing a Phase I Environmental Site Assessments it is required that the "user" of the report answer the following questions. Please complete the following questions to the best of your knowledge, sign at the bottom and return it to our office at your earliest convenience. **Failure to provide this information could result in a determination that 'all appropriate inquire' is not complete.** This information should be supplied prior to the initiation of the study. Please feel free to make additional comments or include more details on separate sheets if needed. The more information we have available, the better we can serve your needs. Should you have any questions concerning this questionnaire, please contact our office.

1. Are you aware of any Environmental Cleanup Leans against the property that are filed or recorded under federal, tribal, state or local government agencies?

No

2. Are you aware of any activity and or Land Use Limitations, such as Engineering Controls, Land Use Restrictions or Institutional Controls that are in place at the property and or have been filed or recorded under federal, tribal, state or local government agencies?

No

3. What is the complete and correct street address of the property (if it exists)? A survey, map and/or legal description will be needed to determine the boundaries of the property.

18171 AND 18201 N. Tamiami Trail, N. Fort Myers, FL

4. Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? Such As:

Do you know the past use of the property?

No

Do you know of specific chemicals that are present or once were present at the property?

No

Do you know of spills or other chemical releases that have taken place at the property?

No

Do you know of any environmental cleanups that have taken place at the property?

No

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5. Does the purchase price of the property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?

Yes

6. The ASTM E 1527 Standard is designed to qualify the User for the "Innocent Landowner Defense" regarding liability under the CERCLA Superfund Act. There are other potential issues associated with a property transaction, such as asbestos containing materials, the presence of wetlands, lead in drinking water, etc. that may be performed as part of a Phase I at additional cost. Additionally, some organizations or lending institutions may have requirements that go beyond the standard scope of the ASTM Phase I. Unless otherwise noted, we will assume that the purpose of the Phase I is for CERCLA liability. Are you aware of any non-scope items that need to be addressed? Unless arranged at the time that our proposal was initiated, any non-scope items may require additional cost.

NO

7. Please identify all parties who will rely on this report. Please note that all third parties relying on the report are subject to the same conditions and limitations as are stated in our contract and within the report itself.

Scott Kelly Kelting
Randy Krise

8. Please identify the site contact for the subject property and how they can be reached. Also, please identify the current owner of the property and their contact information.

Randy Krise 239-633-8672

9. Do you have any specialized knowledge or experience related to the property or nearby properties such as previous assessments, documents, correspondence, known contamination issues, former use of the property that could lead to contamination, etc. concerning the subject property and its environmental condition?

NO

10. Based on your knowledge and experience related to the property, are there any obvious indications that point to the presence or likely presence of contamination at the property?

NO

Name of User: Scott Kelting Date: 11/14/24



STEELE ENVIRONMENTAL CONSULTING, INC.

TERMS AND CONDITIONS

January 1, 2024

By authorizing this contract, the client agrees to the following:

Payment: Payment is due upon completion of the final project report and will be required prior to release of the report unless other written arrangements are made. If payment terms are extended beyond the project due date, the client agrees to carefully read the invoices and promptly notify us, in writing, of any claimed errors or discrepancies within 15 days after the date of the invoice. If we do not receive such notice, it is presumed that you agree with the accuracy and fairness of the invoice. Invoices shall be considered past due if not paid within 30 days after the invoice date. Late payment charges of 1.5% per month of the balance due on the account shall be applied on all past due invoice. If any portion of an account is unpaid 90 days after the invoice date, the client shall pay the cost of collection, including reasonable attorney's fees.

Hidden Conditions: A structural condition is hidden if concealed by existing finishes or is not ascertainable by reasonable visual observation. For example, an unregistered underground storage tank with no visual evidence to indicate its existence is a hidden condition. Similarly, soil or groundwater contamination existing in an untested location, with no reasonable visual, regulatory, or historical evidence to indicate its existence is a hidden condition. Provided SEC conforms to the Standard of Care as outlined below and the Scope of Work defined in the Contract Agreement, SEC will not be responsible for any liability associated with hidden conditions.

Standard of Care: SEC represents that the services performed in this project will conform to the standard of care, skill, and diligence exercised by other similar professionals performing the same or similar services in the area. SEC will render qualified opinions pertaining to the objectives of this project, based on data obtained in the investigation. An assessment of this nature does not include any guaranty regarding the conclusions of the final report because even the most diligent investigation has limitations.

Reliance and Use of Reports: The party(ies) to whom the report is certified is entitled to rely on the information presented in the final report. No other parties are entitled to rely on the report unless additional written arrangements are made. If a successor or assignee of the client, or another third party, requests the ability to rely on the report, the party must agree to the terms and conditions of this contract agreement. Reliance is contingent upon unconditional acceptance of the terms and conditions and on the limitations expressed in the final report. Additional charges may apply for reliance letters.

SEC will provide one original and one copy of the final report to the client unless otherwise specified in the Scope of Work section of the agreement. Additional charges may apply if the client desires additional copies of the final report.

Site Safety: SEC's site responsibilities are limited solely to the activities of SEC. These responsibilities shall not be inferred to mean that SEC has responsibility for the safety of any person not employed by SEC.

Termination of Services: The result of any financing or real estate transaction will not affect payments due. If the client desires to terminate this agreement for any reason, and SEC has rendered professional services toward completion of the project, a fee of \$900.00, or fees on a time and materials basis, will be charged, whichever is greater. The termination notice must be submitted in writing to the project manager.

Indemnifications: SEC agrees to indemnify the client from liability, except as caused by SEC negligence arising from the services provided by SEC in this project. Client agrees to indemnify SEC from liability caused by the client's sole negligence, and to indemnify SEC from liability or losses associated with real estate transactions or financing, except to the extent arising out of SEC's gross negligence.

Mediation: In an effort to resolve any conflicts that may arise from this project, client and SEC agree that all disputes shall be submitted to non-binding mediation, unless the parties mutually agree otherwise.

Applicable Law: This agreement shall be governed by the laws of Florida, and venue of any proceedings shall lie exclusively in Sarasota County Florida.

Attorney's Fees: In connection with any litigation that may arise from this project, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party.

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