

SENT VIA EMAIL TO: [peter.krachenbuhl@simoncre.com](mailto:peter.krachenbuhl@simoncre.com)

August 4, 2015

Josh Simon  
SimonCRE Raylan V, LLC  
5111 N. Scottsdale Road  
Suite 200  
Scottsdale, AZ 85250

Re: Proposal for a Phase I Environmental Site Assessment for an approximate 5.95-acre parcel of undeveloped land located at 17652 Penn Valley Drive in Penn Valley, Nevada County, California 95946 and further identified by assessor parcel number 51-120-06-000 (the "Subject Property")

Dear Mr. Simon:

On behalf of EnviroBusiness, Inc. (dba EBI Consulting, hereinafter "EBI"), I am pleased to submit this proposal and information defining the scope of proposed work. Thank you for the opportunity to be of assistance to SimonCRE Raylan V, LLC ("Client"). As EBI understands your needs, you wish to have a Phase I Environmental Site Assessment completed to facilitate the financing of the above referenced Subject Property you are acquiring.

Our understanding of Subject Property details is included in the table after the authorization page of this engagement letter. Please complete to the best of your ability. EBI requires all this critical data, and we cannot commence work without all information being complete. The site contact should be an individual with first-hand knowledge of the Subject Property operations.

## **I.0 SCOPE OF WORK**

### **PHASE I ENVIRONMENTAL SITE ASSESSMENT**

The Phase I Environmental Site Assessment (ESA) will be performed in general conformance with the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process E 1527-13. The objective of the ESA is to identify *recognized environmental conditions (RECs)* and certain environmental conditions outside the scope of ASTM Practice E 1527-13 in connection with the property at the time of the property survey. The on-site survey and assessment will be conducted by a qualified assessor.

The Phase I Environmental Site Assessment will be prepared to assess a parcel of real estate with respect to the range of contaminants within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601) and petroleum products. As such, this practice is intended to permit Client to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability: that is, the practices that constitute "all appropriate inquiry into the previous ownership and uses of the Subject Property consistent with good commercial or customary practice" as defined in 42 U.S.C. § 9601(35)(B).

Representative interior, common and exterior areas will be surveyed. The actual areas surveyed will be at the discretion of EBI and may depend upon the observed variability in construction materials, operational activities, property history and condition, and the size of the property. Further, the visual survey of the Subject Property will include areas that are readily observable, easily accessible or made accessible by the Subject Property contact. In addition, at EBI's discretion, the assessment will include

review of historical, municipal and regulatory information that is, as defined/cited in ASTM E 1527-13, reasonably ascertainable and practically reviewable, and can be obtained within reasonable time and cost constraints. Moreover, at EBI's discretion, interviews with owners, agents, occupants, or other appropriate persons involved with the Subject Property, and applicable municipal and regulatory personnel will be attempted. The findings, conclusions, and recommendations included in the report will be based upon our assessment of these data.

EBI notes that the proposed scope of work for this assessment, as defined/cited in ASTM E 1527-13, is not exhaustive and does not eliminate all uncertainty regarding the potential for RECs. EBI would be pleased to discuss a more comprehensive scope and proposal to meet your specific needs, if one is required.

EBI relies completely on the information, whether written, graphic, or oral, provided by the Subject Property contact or as shown on any documents reviewed or received from the Subject Property contact, owner or agent, or municipal source, and assumes that information true and correct. Although there may be some degree of overlap in the information provided by these various sources, EBI will not attempt to independently verify the accuracy or completeness of all information reviewed or received during the course of these environmental services.

As part of this assessment, a **User Questionnaire** will be forwarded to you (the User) to complete and return to EBI (attached). This questionnaire is intended to prompt the User to provide any relevant information to EBI to satisfy the User responsibilities of ASTM E 1527-13. Relevant information would include previous Phase I, Phase II, asbestos and other environmentally-related documentation, property valuation reduction data, environmental lien search documentation, and/or other pertinent information.

**ADDITIONAL ESA SERVICES**

If requested by you and in addition to the Phase I ESA, EBI will:

- 1) Coordinate an Environmental Lien and Activity and Use Limitation (AUL) search to be completed by a firm approved by EBI. The results of this search will be forwarded to your office upon receipt and review. EBI notes that this service is intended to satisfy one of the User requirements of ASTM E 1527-13 and is provided for the benefit, convenience, and use by you or your Client. EBI does not guarantee or warrant the results of the Environmental Lien and AUL search.

Environmental Lien and AUL Search of the Subject Property for ..... \$300 per parcel  
Please check one of the following for the environmental lien and AUL search  
 Yes  No

- 2) Coordinate a Chain of Title (COT) search to be completed by a firm approved by EBI. The results of this search will be forwarded to your office upon receipt and review. EBI notes that this service is provided for the benefit, convenience, and use by you or your Client. EBI does not guarantee or warrant the results of the COT search.

COT Search of the Subject Property for ..... \$450 per parcel  
Please check one of the following for the COT search  
 Yes  No

\*\*\*Please note that if the above boxes are not checked, we will assume that you DO NOT want these additional services included.

**NON-ASTM SCOPE CONSIDERATIONS**

- 1) ASBESTOS: Based on the absence of structures at the Subject Property, a limited asbestos screening will not be conducted as part of the Phase I ESA.
- 2) RADON, LBP & LDW: Radon sampling, selected lead based paint testing, and lead in drinking water tests will not be conducted based on the absence of structures or residential occupancy at the Subject Property.
- 3) Sampling or analysis of soils or groundwater will not be conducted as part of this assessment.

**2.0 COST ESTIMATES, TERMS, AND SCHEDULE**

Our cost estimate for the work requested is as follows:

Phase I Environmental Site Assessment ..... \$2,300

TOTAL: \$2,300 base fee for ESA, plus your choices above for Additional Services, sampling fees and Non-ASTM scope considerations, as applicable.

Information reviewed within the scope of the requested reports will include that which is considered to be publicly available, reasonably ascertainable, and practically reviewable, and can be obtained within reasonable time and cost constraints (\$50 or less), as defined in ASTM E 1527-13. In the event that information is provided to EBI or our due diligence research indicates that supplementary state or federal files should be reviewed, and this information does not meet the aforementioned definitions in EBI’s opinion, EBI will notify the Client. The Client has the option of the additional service of a Document File Review. Document/File reviews will be billed at a rate of \$100/hour plus expenses, not to exceed \$1,200 without prior authorization. Every effort will be made to review files either electronically or via mail; however, some State and Federal agencies only allow file reviews at their respective offices.

We will deliver the full electronic Draft Report within **fifteen (15) full business days** from the date of receipt of authorization to proceed and receipt of all site contact and pertinent information.

This project budget includes up to one hour of additional consulting time, which may include the following: 1.) edits or corrections and related consultation after the draft report is submitted to Client and prior to finalization, and/or 2.) one routine reliance letter or routine readdress of the reports to the lender of your choice. If further revisions, report edits, lender forms, or consultation are requested, additional fees will be billed at \$130/hour for senior engineer/scientist reviewer time.

Within three days of your instruction to go final and acceptance of draft reports, EBI will provide electronic delivery of final reports delivered via your preferred delivery method: EBI instant info CD, online report download or emailed PDF file. **A hard copy of reports can be ordered by special request; more than one copy will be provided at a cost of \$50 per report.**

If a job is to be cancelled or is placed on hold, the Client must notify EBI immediately so we can suspend all work. Jobs cancelled or placed on hold for more than one month will be invoiced for the charges incurred to date, billed on a time and materials basis.

Significant scope of work alterations requested by the Client after authorization to proceed will incur a minimum \$100 fee.

EBI proposes to perform the work outlined above in accordance with our Standard Terms & Conditions for Third Party Due Diligence Services, a copy of which is attached for your review and approval. No work other than the above mentioned scope of work will be undertaken, or costs charged other than the cost quoted above, without written approval from Client. This proposal is based upon the

knowledge EBI has to date of the above referenced property. If additional information becomes available, EBI will discuss this with you and refine our proposal accordingly.

EBI looks forward to the opportunity to work with you on this important assignment. EBI is prepared to commence work upon receipt of this authorization and the Required Project Data. **Please note that all pages of this contract must be initialed and returned with the signed authorization prior to the start of work on this project.** Please call me at (623) 215-0757 if you have questions or if I can be of assistance.

Sincerely,  
EBI Consulting



Dan Spinogatti  
Senior Vice President  
Real Estate Services  
/kgf

Authorization and acceptance of terms:  
SimonCRE Raylan V, LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**IMPORTANT:** Please provide the following site contact information so that we are able to promptly forward our pre-survey Questionnaire and arrange the property inspection. If the listed site contact is a buyer or a buyer's representative, please indicate if there is a seller's representative that will be able to fill out the pre-survey Questionnaire for the Subject Property. It is vital to the success of this assignment that we are provided with as much information at the time of engagement. Please complete the following table to the best of your ability, filling in any of the missing information as appropriate below: **THANK YOU!**

### REQUIRED PROJECT DATA

<b>*Site Contact Name:</b>			
<b>*Contact's Company Name:</b>			
<b>*Their Relation to Property:</b>	<input type="checkbox"/> Property Manager	<input type="checkbox"/> Owner	<input type="checkbox"/> Broker <input type="checkbox"/> Borrower
<b>*Site Contact Phone:</b>	(Office)	(Mobile)	
<b>*Site Contact Fax &amp; Email:</b>			
<b>*Property Name:</b>			
<b>*Property Address:</b>	17652 Penn Valley Drive		
<b>*City, State, Zip</b>	Penn Valley, Nevada County, California 95946		
<b>*Net Rentable SF/ # of Units:</b>	N/A		
<b>*Year of Construction:</b>	N/A	<b>*Year of Renovation(s):</b>	N/A
<b>*Number of Buildings:</b>	0	<b>*Site Acreage:</b>	5.95 ± acres
<b>*Type of Building:</b>	Undeveloped commercial land; APN: 51-120-06-000		
<b>*Prior Reports:</b>	Are there prior Environmental or Property Condition Reports available? If yes, please forward to EBI upon engagement.		
<b>*PURPOSE of Assessment (i.e. Acquisition-Financing, Refinance, Mortgage/Finance, Other):</b>	Acquisition-Financing		
<b>*LENDER:</b>	TBD		
<b>*ADDRESS REPORTS TO:</b>	Josh Simon SimonCRE Raylan V, LLC 5111 N. Scottsdale Road, Suite 200 Scottsdale, AZ 85250		
<b>*FORWARD REPORTS TO:</b>	<a href="mailto:peter.krahenbuhl@simoncre.com">peter.krahenbuhl@simoncre.com</a>		
<b>*ADDRESS INVOICE TO:</b>	Josh Simon SimonCRE Raylan V, LLC 5111 N. Scottsdale Road, Suite 200 Scottsdale, AZ 85250		
<b>*FORWARD INVOICE TO:</b>	<a href="mailto:peter.krahenbuhl@simoncre.com">peter.krahenbuhl@simoncre.com</a>		

**\*If you have PROPERTY INFORMATION (site plan, rent roll/tenant list, etc.) please email or fax to EBI.\***

## STANDARD TERMS AND CONDITIONS FOR THIRD PARTY DUE DILIGENCE SERVICES

The Client and EnviroBusiness, Inc. (Dba EBI Consulting, hereinafter "EBI") hereby agree as follows:

1. **CONTRACT-** The Contract is the Proposal or Contract document that is signed and dated by EBI and the Client including these Standard Terms and Conditions for Third Party Due Diligence Services which are appended and incorporated by reference. The Client is defined as the entity that signs the Proposal or Contract.

2. **COMPENSATION FOR SERVICES AND PAYMENT TERMS-** The Client agrees to pay EBI in accordance with the payment terms provided in the Contract.

Invoices will be submitted upon submittal of the draft report described in the Proposal.

Invoices are due and payable upon receipt. If payments are not made as agreed, the Client agrees to pay reasonable collection costs and a handling charge of one and one-half percent (1 1/2%) per month.

3. **RIGHT OF ENTRY-** The Client agrees to furnish EBI with the right-of-entry on the land and into any structures or represents and warrants, if the site is not owned by the Client, that permission has been granted to make site reconnaissance and observations pursuant to the scope of services in the Contract.

EBI will take reasonable precautions to minimize damage to the land and structures from activities related to its services but has not included in the fee the cost for restoration of damage that may result from EBI's operations, unless specifically stated in the Contract.

4. **DOCUMENTS-** All reports, drawings, field data and notes, laboratory test data, calculations, estimates, and other documents that EBI prepares as instruments of service as part of this Agreement shall remain EBI's property. The Client agrees that EBI's services are on behalf of and for the exclusive use of the Client and that all reports and other documents furnished to the Client or its agents shall be utilized solely for this project. Client shall indemnify and hold harmless EBI, its officers, directors, employees and subconsultants (collectively, EBI) against any damages, liabilities, including reasonable attorneys' fees and defense costs, arising from or alleging arising from or in any way connected with the unauthorized use of EBI's documents or instruments of services by the Client or any person or entity that acquires or obtains EBI's instruments of service from or through the Client without the written authorization of EBI. EBI will retain pertinent records relating to the services performed for a period of three (3) years following submission of our report or other documents.

5. **DISPOSAL OF SAMPLE-** Soil, rock, water, and/ or other samples obtained from the project site are the property of the Client. EBI shall discard the samples 60 days after EBI's report has been submitted, unless other arrangements are provided in the Contract. Should any of these samples be found to be contaminated by hazardous substances or suspected hazardous substances, it is the Client's responsibility to arrange and pay for lawful disposal.

a. In the event that samples collected by EBI or provided by Client or wastes generated as a result of Project site investigation activities contain or potentially contain substances or constituents which are or may be hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing Hazardous Materials, said samples or wastes remain the property of the Client and the Client shall have responsibility for them as generator. If set forth in the Proposal, EBI will, after completion of testing and at Client's expense, either (1) return said samples and waste to Client, or (2) using a manifest signed by Client as generator, have said samples and/or wastes transported to a location selected by Client for disposal.

b. Client agrees to pay directly all costs associated with the storage, transport, and disposal of said samples and/or wastes. Unless otherwise agreed upon in the applicable Proposal, EBI shall not transport, handle, store or dispose of waste or samples or arrange or subcontract for waste or sample transport, handling, storage, or disposal.

c. Client recognizes and agrees that EBI is working as a bailee and at no time assumes title to said waste or samples or any responsibility as generator of said waste or samples.

6. **CONSTRUCTION SERVICES-** If EBI's construction observations services are included as part of the scope of services in the Contract, EBI will provide personnel to observe construction to ascertain that it is being performed, in general, in accordance with the plans and specifications.

EBI cannot provide its opinion on the suitability of any part of the work performed unless measurements and observations of that part of the construction are made by EBI personnel.

EBI's services do not make EBI a guarantor of the contractor's work, and the contractor will continue to be responsible for the accuracy and adequacy of all construction or other activities performed by the contractor. The contractor will be solely responsible for the methods of construction; supervision of personnel and construction; control, of machinery; false work, scaffolding, or other temporary construction aids; safety in, on, or about the job site; and compliance with OSHA regulations.

In consideration of EBI's performance of its obligations to review and evaluate the various bidders and bid submissions and to make recommendations to the Owner regarding the award of the construction contract, the Owner agrees to hold harmless and indemnify EBI for all costs, expenses, damages, and attorneys' fees which are incurred by EBI as a result of any claims, allegations, administrative or court proceedings, arising out of or relating to any bid protest or such other action taken by any person or entity with respect to the review and evaluation of bidders and bid submissions and/ or recommendations concerning the award of the construction contract. Although this paragraph shall not apply in circumstances in which EBI is finally adjudicated by a court to have actually engaged in intentional and willful conduct without any legitimate justification, privilege or immunity, the Owner shall be obligated to indemnify EBI for all such indemnification obligations incurred by EBI until any such final adjudication has been made by a court of competent jurisdiction.

7. **STANDARD OF CARE-** EBI's services will be performed in accordance with generally accepted practices of the members of the same profession providing similar services at the same time, in the same locale, and under like circumstances. The Consultant makes no other representations or warranties, whether express or implied, with respect to the services rendered hereunder.

8. **DISPUTE RESOLUTION-** Prior to the initiation of any legal proceedings, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The Party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall

survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the Commonwealth of Massachusetts.

9. **INSURANCE**-EBI is protected by Worker's Compensation Insurance and General Commercial Liability Insurance. EBI will furnish certification upon written request. The Client agrees that EBI will not be liable or responsible to the Client for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

10. **PROFESSIONAL LIABILITY**- In recognition of the limited fees associated with this Contract, the Client agrees to limit EBI's professional liability to an amount of \$50,000. Client agrees that to the fullest extent permitted by law, EBI shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by EBI's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause of causes whatsoever.

11. **INDEMNIFICATION FOR HAZARDOUS MATERIALS**- The Client agrees that EBI has not contributed to the presence of hazardous wastes, oils, asbestos or other hazardous materials that may exist or be discovered in the future at the site and that EBI does not assume any liability for the known or unknown presence of such materials.

Therefore, the Client shall defend, indemnify, and hold harmless EBI, its consultants, subcontractors, agents, and employees from and against all claims, damages, losses, and expenses including defense costs and lawyer's fees including those that result from the failure to detect or from the actual, alleged, or threatened discharge, dispersal, release, or escape of any solid, liquid, gaseous or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalies, chemicals, waste, oil or other hazardous material. The Client shall be liable under this paragraph for claims, damages, losses, and expenses including defense costs and attorney's fees, unless such claims, damages and losses and expenses are caused by EBI's gross negligence.

12. **PUBLIC RESPONSIBILITY**- The Client acknowledges that the Client or the Site Owner, as the case may be, is now and shall remain in control of the Site for all purposes at all times. Except as required by law, EBI does not undertake to report to any federal, state, county, or local public agencies having jurisdiction over the subject matter any conditions existing at the Site from time to time that may present a potential danger to public health, safety, or the environment. The Client agrees to notify each appropriate federal, state, county, and local public agency, as they each may require, of the existence of any condition at the Site that may present a potential danger to public health, safety, or the environment.

Notwithstanding the provisions of the foregoing, EBI will comply with subpoenas, judicial orders or government directives, and federal, state, county and local laws, regulations and ordinances, and applicable codes regarding the reporting to the appropriate public agencies of findings with respect to potential dangers to public health, safety, or the environment. EBI shall have no liability or responsibility to the Client or to any other person or entity for reports or disclosures made in accordance with such statutory or other lawful requirements. The Client shall defend, indemnify, and hold EBI harmless from and against any and all claims, demands, liabilities and expense, including reasonable attorneys' fees incurred by EBI and arising directly or indirectly out of EBI's reporting such information under a bona fide belief or upon advice of counsel that such reporting or disclosure is required by law.

13. **SUSPENSION OF WORK**- The Client may, at any time, by a ten (10) day written notice, suspend further work for EBI as such work is defined by this Agreement. The Client shall remain fully liable for and shall promptly pay EBI the full amount for all services rendered by EBI to the date of suspension of services plus suspension charges. Suspension charges shall include the cost of putting documents and analyses in order, personnel and equipment rescheduling or reassignment adjustments, and all other related costs and charges directly attributable to suspension.

If payment of invoices by the Client is not maintained on a thirty (30) day current basis, EBI may, by providing a ten (10) day written notice to the Client, suspend further work until payments are restored to a current basis. In the event EBI engages counsel to enforce overdue payments, the Client shall reimburse EBI for all reasonable attorney's fees and court costs related to enforcement of overdue payments. The Client shall indemnify and save harmless EBI from any claim or liability resulting from suspension of the work due to non-current payments.

14. **ASSESSMENT PROCESS**-Client understands and agrees that the information reported will be obtained through sources deemed reliable, a visual site survey of areas readily observable, easily accessible or made accessible by the property contact and interviews with owners, agents, occupants, or other appropriate persons involved with the site or property. Municipal information will be obtained through file reviews of reasonably ascertainable standard government record sources, and interviews with the authorities having jurisdiction over the property. Findings, conclusions and recommendations included in the report will be based on our visual observations in the field, the municipal information reasonably obtained, information provided by the Client, by agents of the site owner, and/or a review of readily available and supplied drawings and documents. No disassembly of systems or building components or physical or invasive testing will be performed. EBI will render no opinion as to the site or property condition at un-surveyed and/or inaccessible portions of the site or property. EBI will rely completely on the information, whether written, graphic or verbal, provided by the property contact or as shown on any documents reviewed or received from the property contact, owner or agent, or municipal source, and assumes that information to be true and correct. The observations in the report will be valid on the date of the survey. The report will speak only as of its date, in the absence of a specific written update of the report, signed and delivered by EBI.

15. **TERMINATION**- Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons: substantial failure by the other party to perform in accordance with the terms of this agreement and through no fault of the terminating party and/or material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project or the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

16. **OTHER**- This Agreement shall be deemed executed and delivered within the Commonwealth of Massachusetts, and all rights and obligations of the parties under this Agreement, and any disputes hereunder, shall be governed by the law of the Commonwealth of Massachusetts.

Revised 03-05-10 jlh per npp/cml

## DOCUMENT TRANSMITTAL SHEET

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**To:** \_\_\_\_\_ **Date:** August 4, 2015

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**Fax number or email address:** \_\_\_\_\_ **Total number of pages including cover:** 3

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**Please return completed questionnaire and any digital files to:**

**Kristine Lind - [klind@ebiconsulting.com](mailto:klind@ebiconsulting.com) or fax (781) 425-3620**

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**Please submit all hardcopy documentation with a copy of this questionnaire to:**

EBI Consulting  
Attn: Production Group  
21 B Street  
Burlington, MA 01803

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**Re: Phase I ESA AAI User Questionnaire for property known as or located at:**

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**EBI Project #:**  
**TBD**

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### PHASE I ESA AAI USER QUESTIONNAIRE (ASTM E 1527-13)

Dear User (Client),

Presented below is the User Questionnaire (as cited in the Appendix X3 of ASTM Standard E 1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process). This questionnaire is designed to address one of the requirements to satisfy the intent of the Standard, as noted in Section I.1 of ASTM E 1527-13. Specifically, in order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the "Brownfields Amendments"), **the User (the Client) of EBI's Phase I ESA report** must provide the information addressed below (if available) to EBI. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete.

To note, it is acceptable if you (the Client and User of this report) have no significant information regarding the questions below. The ASTM standard simply requires that we document your answers to this questionnaire. As such, the User Questionnaire can only be completed by the User (the Client). Please also note that EBI provides the site contact with a separate, **Pre-Survey Questionnaire**. This questionnaire is more detailed and documents their knowledge of the Subject Property.

Thank you,  
**EBI Consulting**

## ESA AAI USER QUESTIONNAIRE (ASTM E 1527-13)

Subject Property Name: \_\_\_\_\_ EBI Project #: TBD

Address: 17652 Penn Valley Drive, Penn Valley, Nevada County, California 95946

1. Are you aware of any environmental cleanup liens against the Subject Property that are filed or recorded under federal, tribal, state or local law?

Yes / No / Unknown / Not Applicable

If yes, please attach a copy.

2. Are you aware of any Activity and Use Limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?

Yes / No / Unknown / Not Applicable

If yes, please attach a copy.

3. As the user of this ESA do you have any specialized knowledge or experience related to the Subject Property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the Subject Property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business? Or, do you have documentation (i.e., Phase I ESAs, Phase II subsurface investigations, Tank Removal reports, remedial reports, asbestos sampling and/or abatement reports, lead-based paint sampling and/or abatement reports, etc.) for the Subject Property that may be relevant to the Phase I ESA?

Yes / No / Unknown / Not Applicable

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Does the purchase price being paid for this Subject Property reasonably reflect the fair market value of the Subject Property?

Yes / No / Unknown / Not Applicable

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 Subject Property?

Yes / No

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## ESA AAI USER QUESTIONNAIRE (ASTM E 1527-13)

5. Are you aware of commonly known or reasonably ascertainable information about the Subject Property that would help the environmental professional to identify conditions indicative of release or threatened releases? For example, as user,
- a. Do you know the past uses of the Subject Property?
  - b. Do you know the specific chemicals that are present or once were present at the Subject Property?
  - c. Do you know of spills or other chemical releases that have taken place at the Subject Property?
  - d. Do you know of any environmental cleanups that have taken place at the Subject Property?

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please attach copies of previous environmental reports prepared for the Subject Property.

6. As the user of this ESA, based on your knowledge and experience related to the Subject Property are there any obvious indicators that point to the presence or likely presence of contamination at the Subject Property?  
Yes / No / Unknown / Not Applicable

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please be sure to attach copies of documentation, as available.**

\_\_\_\_\_

Completed by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date