



March 23, 2022

Ms. Deirdre Garrett  
Vista Management Team  
Kin Living  
139 SE Taylor Street  
Portland, Oregon 97214

**SUBJECT: 2022 Environmental Cap Inspection at Lexis Condominiums,  
1125 NW 9th Avenue, Portland, Oregon 97209**

Dear Ms. Garrett,

Per our Proposal and Contract, dated December 29, 2021, we have prepared this report summarizing our February 23, 2022 inspection of the **environmental cap** at the above-referenced Lexis Condominiums (the Property) which consists of soil and concrete building features.

Based on information associated with ODEQ Environmental Cleanup Site Information System Site Summary Reports (ECSI SSRs) for ODEQ ECSI Site 1080 (Hoyt Street Railyard) and ECSI Site 5894 (Hoyt Street Railyard Block 15), it is our understanding that the Property is contaminated with various concentrations of diesel fuel, heavy oil, lead, and polycyclic aromatic hydrocarbons (PAHs). Per an agreement with the Oregon Department of Environmental Quality (ODEQ) the soil beneath the condominium building, as part of the construction process, was capped with a concrete slab foundation, and the landscaped portions of the Property were covered with a geotextile membrane which in turn was capped with a two-foot layer of clean soil. The two capping methods were utilized to prevent human exposure to these compounds. As part of the Cap and Maintenance Plan as required by ODEQ, which is attached to the deed of the Property, it is subject to the following environmental requirement:

**Maintenance of cap:** Except upon prior written approval from ODEQ, no operations or uses shall be made on or of the Property that will or likely will penetrate any surface cover required under the Record of Decision (ROD) or jeopardize the cover's functional integrity, including, without limitation, any excavation, drilling, scraping, or erosion. The Owner of the Property shall maintain the surface cover and any other permanent feature of the remedy described in the ROD in accordance with the Monitoring and Maintenance Plan approved in writing by ODEQ for the Property, pursuant to the Consent Decree.

**Full Text of Environmental Disclosure Statement associated with Cap:**

*The Property on which the Condominium is situated was used in the past for railroad purposes. The Burlington Northern and Santa Fe Railway Company ("BNSF") and Hoyt Street Properties, L.L.C. ("HSP"), the former owner of the Property on which the Condominium is being developed, entered into a Declaration of Covenants and Restrictions (the "BNSF Declaration") for the Property, in which HSP and BNSF released claims against one another related to environmental contamination of the Property or the migration of environmental contamination to certain real Property,*

*including that upon which the Condominium will be situated. The BNSF Declaration runs with the Property and is binding upon Developer, successor owners of the Property, and the Association. Under the BNSF Declaration, BNSF is responsible for certain monitoring, testing, and remediation of groundwater within or from the Property upon which the Condominium is being developed, as required by state or federal authorities or under state or federal law with respect to environmental contamination released on the Property or the migration thereof. In addition, the Condominium and Association are subject to a License and Declaration of Restrictions ("DEQ License") which was entered into by HSP, BNSF and the Oregon Department of Environmental Quality ("DEQ"). The DEQ License requires HSP and its successors and assigns who take title to the Property, and, upon creation of the Condominium, the Association, to ensure that no use is made of groundwater beneath the Property, maintain the concrete surface cover of the Property, prohibit detached single family homes and agricultural use of the Property, and allow DEQ and BNSF access to certain limited portions of the Property upon advance written notice for inspections to ensure compliance with the restrictions in the DEQ License. DEQ and BNSF will be expressly prohibited from having access to any unit of the Condominium, other than the parking or storage units below grade. In addition, the DEQ License requires the Association to conduct annual inspections of the concrete surface cover of the Property and to file the inspection report with DEQ. The cost of such annual inspections and reports will be a common expense of the Association. In the unlikely event that the Association breaches the DEQ License, the Association will be required to correct the problem. In such unlikely event, the Association would include the costs for such correction in the assessments made upon owners of units, thereby spreading the cost among all such unit owners in the manner provided in the Declaration.*

To demonstrate compliance with the cap maintenance requirement, Kin Living, which manages the properties, contracted with CREtelligent to perform an inspection of the Property in 2017, 2018, 2019, 2020, and 2021 (with an option to continue to perform future annual inspections), and provided two examples of previous inspection reports<sup>1</sup>, which we have used as a guideline.

#### **Areas of Observation/Inspection:**

CREtelligent inspected the following site features for signs of structural failure or exposure of underlying soil:

- All hardscape areas, including exterior sidewalks, walkways, floor slabs, common areas, basement garages, and basement foundation walls.
- Sealants along building perimeters and other surfaces were inspected for weathering, cracking or degradation.

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<sup>1</sup> Kleinfelder (2013) CAP INSPECTION REPORT, Block 16, The Pinnacle Condominiums, 1255 NW 9<sup>th</sup> Avenue, Portland, Oregon, prepared by Kleinfelder for The Pinnacle Condominiums Homeowner's Association, dated January 18, 2013

Alliance Project Engineers (2014) CAP INSPECTION REPORT, Pinnacle Condominiums, 1255 NW 9<sup>th</sup> Avenue, Portland, Oregon, prepared by Alliance Project Engineers for The Pinnacle Condominiums Homeowner's Association, dated March 10, 2014



- All landscaped areas, including planters and open areas, along Property boundaries were inspected for evidence of holes, animal burrows, erosion, or other issues that could exposed the underlying contaminated soil.
- Surface water drainage features, such as exposed surface drainages, storm water catch basins, and roof drains were visually inspected for structural integrity and functionality, as accessible from the outdoor areas of the Property.
- The Property was inspected for evidence of groundwater seepage.

## **Inspection Details:**

**Property Name:** Lexis Condominiums.

**Property Address:** 1125 NW 9th Avenue, Portland, Oregon 97209

**Year Built:** 2004.

**Property Legal Description:** T1N, R1E, NW ¼ of NW ¼ Section 34, Lot 60000.

**Geologist Performing Inspection:** Michael T. O'Connor, R.G., VP, Principal Geologist & Business Development Engineer, CREtelligent

**Inspection Requested By:**

Ms. Deirdre Garrett  
Management Team, Kin Living (Property Managers)

**Inspection Date:** February 23, 2022

CREtelligent inspected the concrete foundation of the Property building for evidence of cracks, settlement, and/or unusual weathering patterns that could have the potential for allowing the underlying soil to migrate through the cap and create an exposure hazard for human or ecological receptors. Sealants, such as the caulking between the building and the sidewalk areas were also inspected for shrinkage and cracking. Areas inspected included the entire concrete slab at the lowest portions of the parking garage beneath the building, the flooring of the commercial spaces at ground level, exterior sidewalks, and the floor in utility rooms that were accessible either from the interior of the parking garage or from exterior doors at the sidewalk level.

**Table of Features Inspected**

<b>Cracks and/or Settlement in vertical cement or flatwork? Y/N</b>	<b>Exposure Hazard? Y/N</b>	<b>Repair Required? Y/N</b>
No settlement was observed in any of the concrete walls or floors. Cracks were noted on walls and on the undersides of tree planter boxes in the basement parking garage.	Although the fine cracks showed signs of efflorescence, they did not appear to be hazardous.	No
<b>Holes or Penetrations? Y/N</b>	<b>Exposure Hazard? Y/N</b>	<b>Repair Required? Y/N</b>
No holes or penetrations were observed.	No	No
<b>Exposed Soil or Fabric Y/N?</b>	<b>Exposure Hazard? Y/N</b>	<b>Repair Required? Y/N</b>
Soil was visible in planters, but no geotextile barrier was observed.	No	No
<b>Problematic Surface Water Drainage Features?</b>	<b>Exposure Hazard? Y/N</b>	<b>Repair Required? Y/N</b>
Problematic surface water drainage features were not observed.	No	No
<b>Cracked or Missing Caulking?</b>	<b>Exposure Hazard? Y/N</b>	<b>Repair Required? Y/N</b>
<b>Minor caulking shrinkage was observed on both the south and west sides of the southwestern corner of the building, and on the northwestern corner of the building by the leasing office.</b>	<b>No</b>	<b>Yes. All caulking should be evaluated for repair or replacement for general maintenance purposes.</b>
<b>Groundwater Seepage Areas?</b>	<b>Exposure Hazard? Y/N</b>	<b>Repair Required? Y/N</b>
Groundwater seepage areas were not observed.	No	No

**Conclusions and Recommendations:**

It is our professional opinion that there were no areas where the soil cap or the geotextile membrane used to delineate the top of the cap were visible at any of the inspection points, and, although some fine cracks were observed in the vertical walls of the basement parking area, they did not appear to constitute an exposure hazard.

Minor shrinkage of caulking was observed on both the south and west sides of the southwestern corner of the building, and on the northwestern corner of the building by the leasing office, but there was no indication that the geotextile membrane had been breached. Although the shrinking caulking did not appear to constitute an exposure hazard, it should be repaired for maintenance purposes. No areas of groundwater seepage were noted in the walls or floors of the basement parking garage.

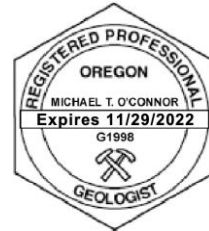


We do not recommend additional inspections other than an annual re-inspection in January 2023. The soil and concrete cap at the Property are apparently intact and are functioning as intended.

If there are any comments or questions, please contact the undersigned. Thank you for the opportunity to provide this inspection.

Prepared by,

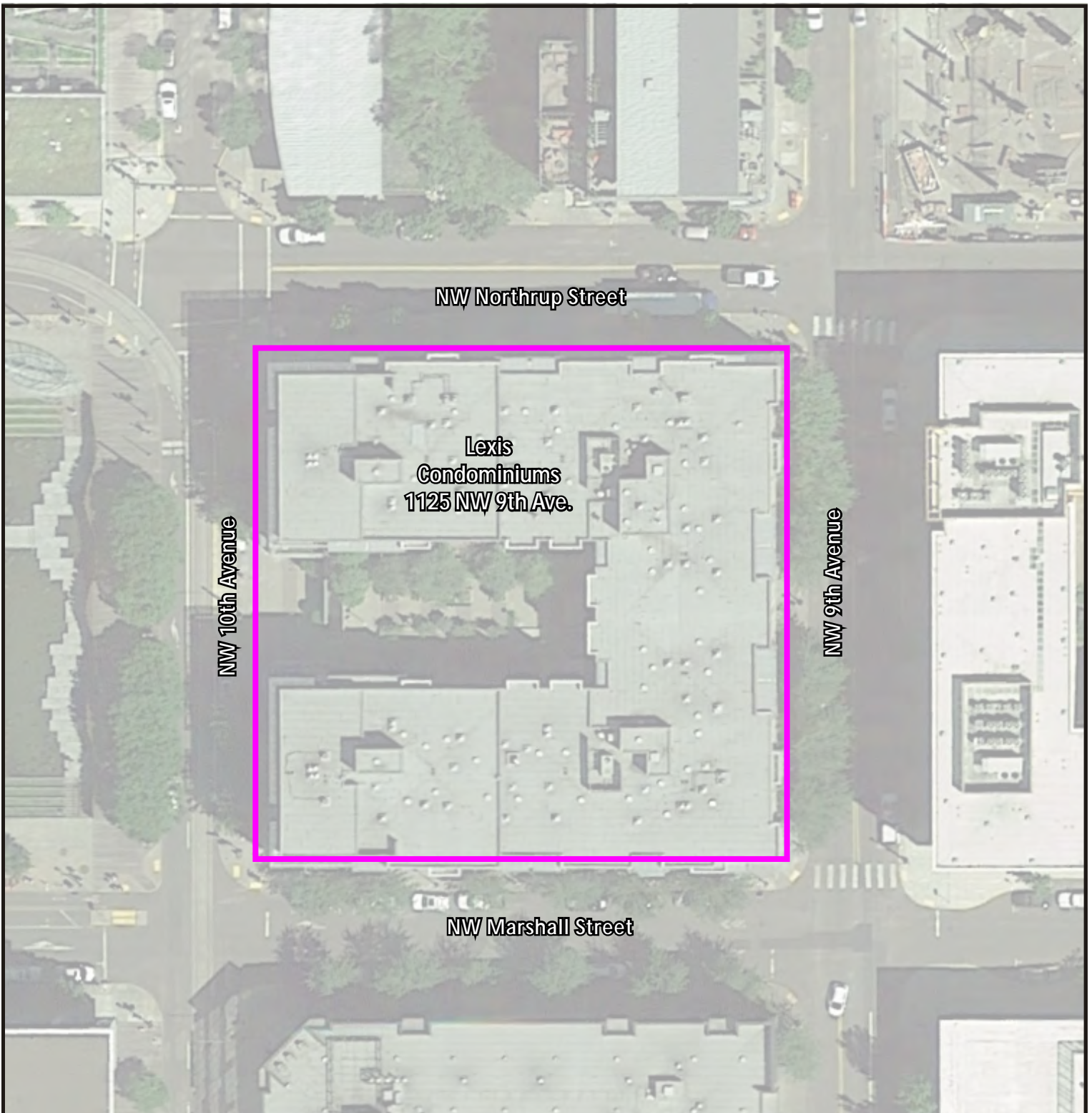
Michael T. O'Connor, R.G., R.E.A.  
VP, Principal Geologist & Business Development Engineer  
m.oconnor@cretelligent.com  
(503) 919-7460  
enclosures



Reviewed by,

Jeremy J. Wilson, PE  
Senior Engineer





Lexis  
Condominiums  
1125 NW 9th Ave.

NW 10th Avenue

NW 9th Avenue

NW Northrup Street

NW Marshall Street

2015 Aerial Photograph Source: Google Earth

**LEGEND**

 Property Boundary

**FIGURE 1. Project Location - Lexis Condominiums**

Annual Cap Inspection  
Lexis Condominiums  
1125 NW 9th Avenue, Portland, Oregon



March 2022



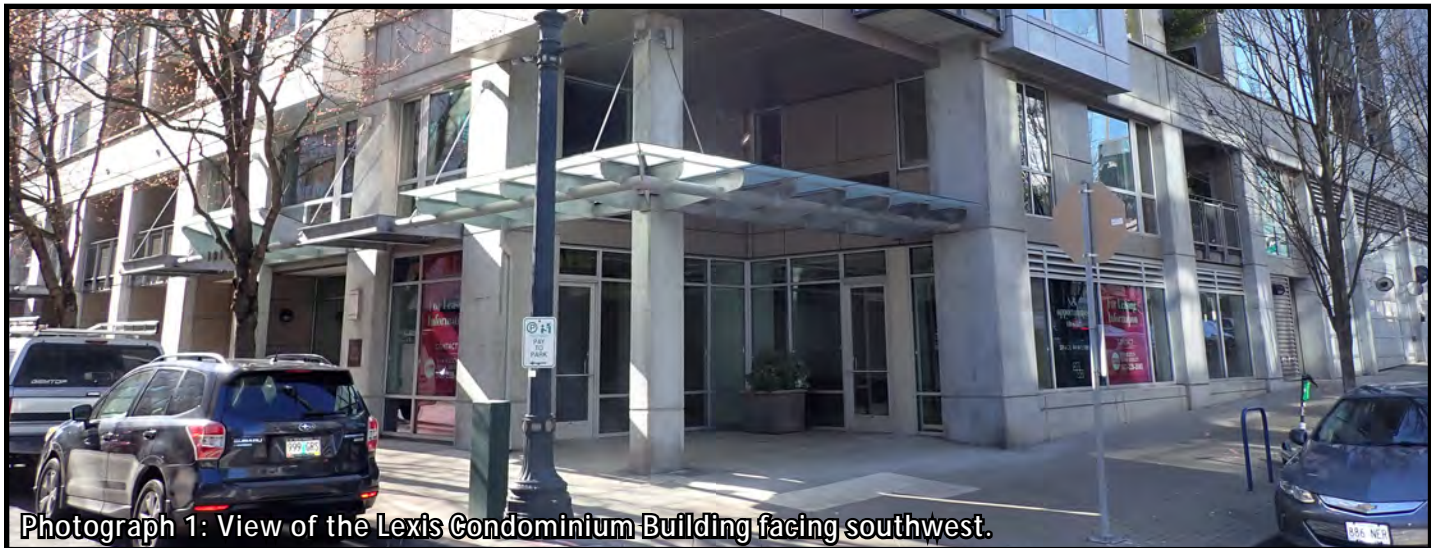
**Assessment Associates, Inc.**

A CREtelligent Company

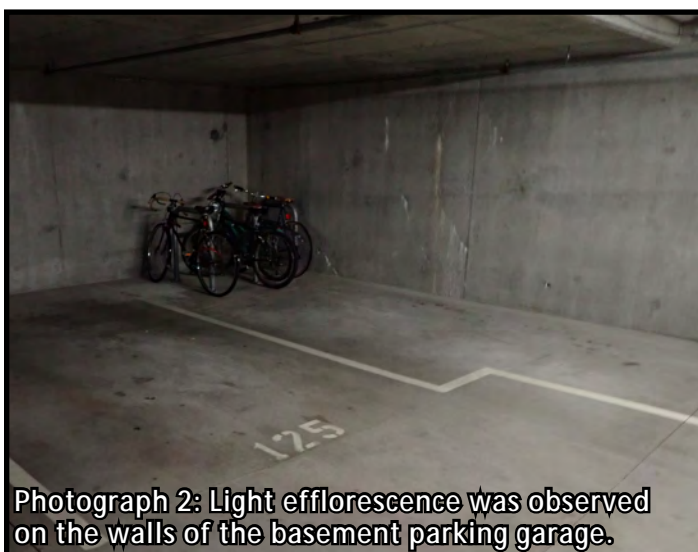
3123 SE 9th Avenue

Portland, Oregon 97202

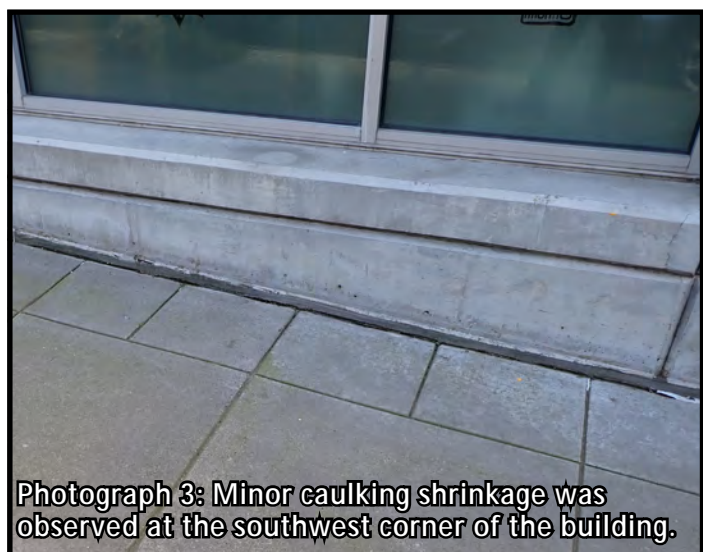
Phone 503.233.8565 • Fax 503.296.2638



Photograph 1: View of the Lexis Condominium Building facing southwest.



Photograph 2: Light efflorescence was observed on the walls of the basement parking garage.



Photograph 3: Minor caulking shrinkage was observed at the southwest corner of the building.



Photograph 4: A typical tree well.



Photograph 5: View of the parking garage.

### Site Photographs

Annual Cap Inspection  
Lexis Condominiums  
1125 NW 9th Avenue, Portland, Oregon



WE DUE DILIGENCE SO YOU DON'T HAVE TO.

### Assessment Associates, Inc.

A CREtelligent Company

3123 SE 9th Avenue

Portland, Oregon 97202

Phone 503.233.8565 • Fax 503.296.2638

AAI Project 1598

March 2022



**ENVIRONMENTAL CONSULTING SERVICES  
 QUALIFICATIONS AND EXPERIENCE SUMMARY**

**MICHAEL T. O’CONNOR, R.G.**  
 Vice President, Principal Geologist and  
 Business Development Engineer  
 Assessment Associates, Inc., a CREtelligent Company  
 Offices in Portland, Oregon and Gold River, California



**Technical Expertise and Experience Summary**

Mr. O’Connor’s experience spans over twenty-five years and includes over 1,000 Phase I and Phase II Environmental Assessment projects on almost every kind of property or facility imaginable. Past projects have included retail outlets, dry cleaners, greenspaces, industrial facilities, residential construction sites, gas stations, farmlands, cattle ranches, historic buildings, sawmills, and mining facilities, to name a few. He is fully conversant with ASTM E1527-13, which incorporates EPA’s *All Appropriate Inquiry* standard for Phase I ESAs.

**Credentials**

B.A. Geology, University of Massachusetts, Amherst, Massachusetts 1986

**Professional Titles and Affiliations**

- Oregon Registered Geologist No. 1998 2004
- Washington Licensed Geologist No. 2398 2003

**Professional Training**

- OSHA 40-Hour HAZWOPER Training and 8-Hour Refresher 1995-2006
- ASTM: Environmental Site Assessments for Commercial Real Estate 1995
- AHERA-Certified Asbestos Inspector 1997
- EDR, Inc. *Due Diligence at Dawn* Seminars 1995-2010

**Career Highlights**

CREtelligent, Inc.	VP. Principal Geologist and Business Development Engineer	Since May 2021
Assessment Associates, Inc.	President	2006 to May 2021
Hahn and Associates, Inc.	Senior Project Manager	1995 to 2006

**References**

Mr. Peter Bouman, Licensed Real Estate Broker	(503) 625-3000
Mr. Wil Eadie, Tualatin Hills Park and Recreation District	(503) 789-8939
Ms. Karen Starin, Office of the METRO Attorney	(503) 797-1557
Ms. Clara Taylor, Oregon Department of State Lands	(503) 986-5276



**ASSESSMENT ASSOCIATES, INC.**

**ENVIRONMENTAL CONSULTING**

**A CREtelligent Company**

3123 SE 9<sup>th</sup> Avenue, Portland, Oregon 97202

Phone 503.233.8565

**ENVIRONMENTAL CONSULTING SERVICES  
QUALIFICATIONS AND EXPERIENCE SUMMARY**

**JEREMY J WILSON, PE, Environmental Engineer**  
**Assessment Associates, Inc., a CREtelligent company**  
3123 SE 9th Avenue, Portland, Oregon 97202  
Telephone (503) 233-8565 • Mobile (815) 321-2165



**Technical Expertise and Experience Summary**

Jeremy is an experienced engineer with over 10 years of progressive experience in the environmental remediation industry. He is focused on providing high quality remediation implementation and management with an emphasis on adding value to every transaction. Mr. Wilson employs innovative techniques and strategies that target rapid site closure and reduce overall project costs.

Prior to joining Assessment Associates, Inc., Mr. Wilson served as a remediation staff/project engineer on projects for industrial and government clients throughout the US targeting contaminants such as chlorinated solvents, implementing innovative remedial systems with an emphasis on in situ injection techniques such as high pressure hydrofracturing and low pressure injections at fixed injection wells.

Prior to joining EMS, Mr. Wilson served as a remediation Staff Engineer and Project Manager providing remedial solutions for the oil and gas industry, conducting multiple environmental site assessments in varying geologic settings. Mr. Wilson was instrumental in fast-tracking site closure for multiple contaminant sites while reducing overall project costs through innovative remedial techniques and effective implementation.

Mr. Wilson is well-versed in designing and installing air sparge/soil vapor extraction systems, pump and treat systems, and groundwater recirculation systems, along with *in-situ* groundwater remediation systems. He successfully planned, implemented, and closed soil remediation projects for petroleum hydrocarbon wastes using innovative methods including *ex-situ* soil shredding and bioremediation.

**Credentials**

B.S. Engineering, Environmental Specialty, Colorado School of Mines, Golden, Colorado

*Professional Titles and Affiliations*

**Oregon Registered Professional Engineer No. 93700PE**

**Professional Training**

OSHA 40-Hour Health & Safety Training for Hazardous Waste (HW) Workers

OSHA 8-Hour HW Refresher Course

Excavation and Trenching Competent Person Certification

Safeland Certification

Hydrogen Sulfide Awareness Certification

Forklift Operator Certification

**Employment History**

Assessment Associates, Inc./CREtelligent

Essential Management Solutions

LT Environmental LLC

Project Engineer

Staff Engineer II

Staff Engineer I

2017-current

2016-2017

2013-2017



# MULTNOMAH COUNTY OREGON

Division of Assessment & Taxation  
501 SE Hawthorne #158  
Portland OR 97214  
Recording Section (503) 988-3034

Multnomah County Official Records  
R Weldon, Deputy Clerk

2011-066663



\$71.00

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06/10/2011 02:08:20 PM

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Cnt=1 Stn=21 ATEB

\$40.00 \$11.00 \$15.00 \$5.00

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After recording return to:

Ball Janik LLP  
101 SW Main Street, Suite 1100  
Portland, OR 97204  
Attn: Richard H. Allan

Send tax statements to:

No change

LICENSE AND DECLARATION OF RESTRICTIONS

This License and Declaration of Restrictions is made this 9<sup>th</sup> day of June, 2011 between Hoyt Street Properties, L.L.C., an Oregon limited liability company ("Grantor"), the Oregon Department of Environmental Quality ("DEQ") and BNSF Railway Company ("BNSF"), a Delaware corporation doing business in Oregon.

RECITALS

- A. Grantor is the owner of certain real property (the "Property") located in Multnomah County, Oregon, which is more particularly described in Attachment A, attached hereto and by this reference made a part hereof.
- B. Grantor intends to convey fee title to the Property to the City of Portland for development and use as a public park.
- C. In conjunction with the development of the Property, Grantor prepared and DEQ approved the "Soil Remedial Action Work Plan, Hoyt Street Yards, Portland, Oregon" dated June 2002. Grantor is required to conduct its development activities on the Property in accordance with that Soil Remedial Design and Remedial Action Work Plan.
- D. Environmental investigations at the Property have determined that hazardous substances, as defined in ORS Chapter 465, are present in soils and groundwater at the Property, including petroleum hydrocarbons and polynuclear aromatic hydrocarbons, and lead. To address these hazardous substances and to protect human health and the environment, the Director of the DEQ selected the remedial action for the Property in a Record of Decision for the Property dated December 15, 2000 ("ROD"). The remedial action for soil selected in the ROD was modified, with respect to the Property, in an Explanation of Significant Difference for ECSI # 5443 and ECSI # 1080 approved by DEQ on March 10, 2011.
- E. Grantor, BNSF and DEQ entered into a Consent Decree to implement the ROD in *State of Oregon v. The Burlington Northern and Santa Fe Railway Company and Hoyt Street Properties, L.L.C.*, Multnomah County Circuit Court Case No. 0202-01268 ("Consent Decree"). The Consent Decree requires that Grantor and its successors implement certain institutional controls and ensure ongoing access for DEQ and BNSF to any portions of the Property at or below ground level, except as otherwise provided herein. The Consent Decree also requires that Grantor record this License and Declaration of Restrictions in the real property records of

Multnomah County prior to Grantor's sale or transfer of any right to or any interest in any part of the Property.

F. The provisions of this License and Declaration of Restrictions are intended to protect human health and the environment.

NOW THEREFORE, in consideration for the foregoing, which is incorporated by reference, and the promises and obligations herein, the parties agree as follows:

#### SECTION 1 GENERAL DECLARATION

Grantor declares that the Property is and shall be conveyed, transferred, leased, encumbered, occupied, built upon, or otherwise used or improved, in whole or in part, subject to this License and Declaration of Restrictions. Each condition and restriction set forth in this License and Declaration of Restrictions and the licenses granted in Section 4 shall run with the land for all purposes, shall be binding upon all Owners as set forth in this License and Declaration of Restrictions, and shall inure to the benefit of the State of Oregon. Grantor further conveys to DEQ the perpetual right to enforce the conditions and restrictions set forth in this License and Declaration of Restrictions.

#### SECTION 2 DEFINITIONS

2.1 "DEQ" means the Oregon Department of Environmental Quality, and its employees, agents, and authorized representatives acting on its behalf. "DEQ" also means any successor or assign of DEQ under the laws of Oregon, including but not limited to any entity or instrumentality of the State of Oregon authorized to perform any of the functions or to exercise any of the powers currently performed or exercised by DEQ.

2.2 "Owner" means any person or entity, including Grantor, who is the record owner of fee simple title or a vendee's interest of record to any portion of the Property, including any successor or holder of fee simple title or a vendee's interest of record to any portion of the Property, excluding any entity or person who holds such interest solely for the security for the payment of an obligation.

2.3 "BNSF" means BNSF Railway Company, and its employees, agents and authorized representatives acting on its behalf. BNSF also means any successor or assign of BNSF.

#### SECTION 3 RESTRICTIONS ON USE

3.1 No groundwater use. No use shall be made of groundwater at the Property, by extraction through wells or by other means, which use involves consumption or other beneficial use of the groundwater. This prohibition shall not apply to extraction of groundwater associated with temporary dewatering activities related to construction, development, or the installation of sewer or utilities at the Property.

3.2 Maintenance of cap. Except upon prior written approval from DEQ, no operations or uses shall be made on or of the Property that will or likely will penetrate any

surface cover required under the ROD or jeopardize the cover's functional integrity, including without limitation any excavation, drilling, scraping, or erosion. The Owner of the Property shall maintain the surface cover and any other permanent feature of the remedy described in the ROD in accordance with the Monitoring and Maintenance Plan approved in writing by DEQ for the Property pursuant to the Consent Decree.

3.3 Prohibited uses. The following operations and uses are prohibited on the Property:

3.3.1 Detached single-family residential development; and

3.3.2 Agricultural use of any type at or below the ground level of the Property, except that landscaping consistent with Section 3.2 and the use of self-contained planters and pots shall be allowed.

#### SECTION 4 LICENSE (RIGHT OF ENTRY).

4.1 During reasonable hours and subject to reasonable security requirements and reasonable advance written notice to Owner, DEQ shall have a non-exclusive license to enter upon and inspect any portion of the Property at or below ground level to determine whether the requirements of this License and Declaration of Restrictions have been or are being complied with. Notwithstanding the foregoing, for so long as the Property is developed as the Project, the access and inspection rights granted hereunder shall apply only to areas where no building development has occurred and sidewalk areas of the Property at ground level.

4.2 DEQ shall provide the Owner with written notice of any violation of the requirements of this License and Declaration of Restrictions. Such notice shall describe what is necessary to correct the violation and shall specify the date by which the Owner must cure the violation; provided that if the violation is not capable of cure within the time period provided therefor by DEQ, the Owner shall not be deemed in default hereunder if the Owner commences to cure within the requisite time period provided by DEQ and Owner thereafter diligently pursues the cure to completion.

4.3 If after DEQ has provided written notice pursuant to Section 4.2 the Owner fails to timely cure the violation, DEQ shall have the right, privilege, and license to enter upon the portion of the Property (subject to all of the restrictions set forth in Section 4.1) where such violation exists and to abate, mitigate, or cure such violation at the expense of the Owner. Any such entry by DEQ shall not be deemed a trespass, and DEQ shall not be subject to liability to the Owner of the Property for such entry or for any action taken to abate, mitigate, or cure a violation; provided, that DEQ shall indemnify and hold Owner harmless for, from and against damages, costs (including, without limitation, attorneys' fees and costs), expenses, claims and liabilities arising out of the gross negligence or willful misconduct of DEQ or its employees, agents, officials and contractors, to the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act.

4.4 During reasonable hours and subject to reasonable security requirements and reasonable advance written notice to Owner, BNSF shall have a non-exclusive license to enter upon the Property to the extent required by DEQ so that BNSF may implement the ROD and

BNSF's obligations under the Consent Decree. Notwithstanding the foregoing, the access rights granted to BNSF hereunder shall apply only to areas where no building development has occurred and sidewalk areas of the Property at ground level.

4.5 Grantor reserves for itself, upon sale or other transfer of any interest in the Property, a non-exclusive license to enter upon the Property during reasonable hours and subject to reasonable security requirements and reasonable advance written notice to Owner, to the extent required by DEQ so that Grantor may implement the ROD and Grantor's obligations under the Consent Decree. Notwithstanding the foregoing, the access rights reserved to Grantor hereunder shall apply only to areas where no building development has occurred and sidewalk areas of the Property at ground level.

#### SECTION 5 GENERAL PROVISIONS.

5.1 Grantor shall record this License and Declaration of Restrictions in the records of deeds of real property in Multnomah County, such recordation being expressly authorized by statute including, without limitation, ORS 93.710.

5.2 By executing this License and Declaration of Restrictions, DEQ approves this instrument in accordance with ORS 93.808.

5.3 All conditions and restrictions contained in this License and Declaration of Restrictions shall run with the land, until such time as any condition or restriction is removed by written certification from DEQ that the condition or restriction is no longer required in order to protect human health or the environment.

5.4 Any person or entity who at any time owns, occupies, or acquires any right, title, or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every condition and restriction contained in this License and Declaration of Restrictions, whether or not any reference to this License and Declaration of Restrictions is contained in the instrument by which such person or entity acquired an interest in the Property.

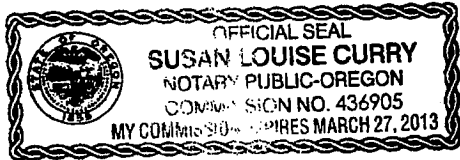
5.5 The Owner of the Property shall notify DEQ within thirty (30) days following Owner's petitioning for or filing of any document initiating a rezoning of the Property that would change the base zone of the Property under the City of Portland zoning code or any successor code.

5.6 Upon any violation of any condition or restriction contained in this License and Declaration of Restrictions, DEQ may enforce this License and Declaration of Restrictions through the remedies described in Section 4.4 as well as through any other remedy available at law or in equity.



STATE OF OREGON )  
County of Multnomah ) ss.

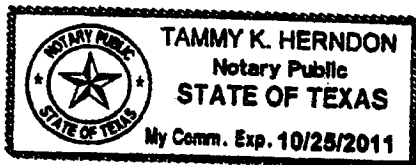
The foregoing instrument is acknowledged before me this 9 day of June, 2011, by Maria DeConcini of the Department of Environmental Quality of the State of Oregon, on its behalf.



Susan Louise Curry  
NOTARY PUBLIC FOR OREGON

STATE OF TEXAS )  
County of Tarrant ) ss.

The foregoing instrument is acknowledged before me this 2<sup>nd</sup> day of June, 2011, by David P. Schneider, the Gen. Dir. - Land Revenue Mgmt. of BNSF Railway Company, on its behalf.



Tammy K. Herndon  
NOTARY PUBLIC FOR ~~OREGON~~ Texas

## EXHIBIT A

### Legal Description of the Property

Parcel 1 and Tract "A", Partition Plat No. 2010-41, in the City of Portland, Multnomah County, Oregon.

Tract "G", HOYT STREET YARDS NO. 3, in the City of Portland, County of Multnomah and State of Oregon.

Lot 33 and a portion of Tract "C" of HOYT STREET YARDS NO. 2, a duly recorded plat recorded in Book 1254, Page 89-91, Multnomah County Survey Records, situated in the Northwest one-quarter of Section 34, Northeast one-quarter of Section 33, Southwest one-quarter of Section 27 and the Southeast one-quarter of Section 28, in Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, being more particularly described as follows:

Lot 33 and the North 50.00 feet of said Tract "C".

**Environmental Cleanup Site Information (ECSI) Database Site Summary Report - Details for Site ID 1080, Hoyt Street Railyard (Former)**

<b><u>General Site Information</u></b>								
Site ID: 1080	Site Name: Hoyt Street Railyard (Former)		CERCLIS No:					
Address:	North of Lovejoy btwn NW 9th & 12th Portland 97209							
	County: Multnomah		Region: Northwest					
Other location information:	The majority of the site lies between NW 9th & 12th Avenues from Lovejoy Street north to Naito Parkway. The site also includes two blocks south of Lovejoy (between 9th & 10th south to Johnson), two blocks north of Quimby (between 12th & 13th north to Naito), and two blocks north of Raleigh (between 13th & 14th north to Naito).							
Investigation Status:	Listed on CRL or Inventory							
	Brownfield Site: Yes	NPL Site: No	Orphan Site: No	Study Area: No				
Property:	Twنشp/Range/Sect: 1N , 1E , 34		Tax Lots:					
	Latitude: 45.5314 deg.	Longitude: -122.6798 deg.	Site Size: 26 acres					
Other Site Names:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 90%;"></td> </tr> <tr> <td></td> <td>Hoyt Street Property (HSP)</td> </tr> </table>							Hoyt Street Property (HSP)
	Hoyt Street Property (HSP)							

<b><u>Site Characteristics</u></b>	

General Site  
Description:

In the early 1990s the project was referred to as the Hoyt Street Yard and was divided into two parcels, separated by the Lovejoy Viaduct. Parcel 1, south of Lovejoy, consisted of eight blocks bounded by Lovejoy, Hoyt, 10th & 12th and two blocks bounded by Lovejoy, Johnson, 9th & 10th. Parcel 2, north of Lovejoy, extended north between 9th & 12th to Front (Naito) and included additional blocks bounded by Front, Quimby, 12th & 13th and Front, Raleigh, 13th & 14th.

Soil samples were collected from seven test pits in Parcel 1 in November 1990. Four additional test pits and six groundwater monitoring wells were installed in March-April 1993. The soil samples were analyzed for petroleum hydrocarbons and lead. Only a handful of elevated lead concentrations were detected (up to 270 ppm total lead and 31 ug/L leachable lead). Groundwater samples were analyzed for PAHs; none were detected. The investigations covered the eight blocks bounded by Lovejoy, Hoyt, 10th & 12th.

In early 1994 Burlington Northern Railroad (BNR) entered into negotiations with DEQ to investigate and clean up the Hoyt Street Yard. DEQ signed an Order on Consent with BNR in August 1995. The Consent Order covered all of Parcel 2 and two blocks from Parcel 1 (bounded by Lovejoy, Johnson, 9th & 10th) that were impacted by Areas of Concern. The new project site (ECSI #1080) was named "Hoyt Street Railyard".

In October 1994, during the negotiations with BNR, Parcel 1 was transferred to DEQ's Site Assessment program under a different ECSI file number (#1624). In July 1996, after the Consent Order had been signed, DEQ determined that the remaining eight blocks of Parcel 1 were insufficiently contaminated to require further investigation or cleanup. The ECSI file number (1624) was reassigned to the block bounded by Kearney, Johnson, 9th & 10th.

Hoyt Street Properties subsequently numbered most of the new city blocks that would be created from the Hoyt Street Yard. Parcel 2 was divided into blocks numbered 8 to 30. Six of the original Parcel 1 blocks (bounded by Lovejoy, Irving, 10th & 12th) were numbered 2 to 7. For undetermined reasons, four of the Parcel 1 blocks were not numbered, and there is no Block 1.

Site History:

The area was originally marshlands associated with Tanner Creek and the Willamette River. In the 1880s the area was filled in with 10-20 ft of soil and industrial debris (sawdust, bricks, slag, cinders, glass, etc.). Early industries included a sawmill and fueling facility at the north end of the site and a woolen mill. Tanner Creek was diverted into a subsurface pipe and incorporated into Portland's combined stormwater and sanitary sewer system.

The Hoyt Street Yard was constructed in the first decade of the 20th century and operated until the end of 1998. Fueling and maintenance activities were conducted in the northern portion of the railyard until the mid-1940s, when they were relocated to the east-central portion of the site. Recovery of free-product petroleum from the groundwater began in the second (relocated) fueling area in 1975.

Hoyt Street Properties (HSP) acquired the railyard in 1994 and leased it back to the railroad through the end of 1998. In September 1997 HSP signed a Development Agreement with the City of Portland to redevelop the railyard as a high-density, mixed-use neighborhood, with parks along the Tanner Creek alignment and a Streetcar line running through the area. The development would be part of the city's River District, which extended north of Burnside Street between Interstate 405 on the west and north and the Willamette River on the east. HSP would begin development of the blocks south of Lovejoy Street by the end of the 1998 and the blocks north of Lovejoy starting in 1999, working from south to north. Around the year 2000, the portion of the River District between I-405 and NW Broadway became known as the Pearl District.

<p>Contamination Information:</p>	<p>(03/15/2019 KPD/SRP) Contamination was first noted at the Hoyt Street Yard in the 1970s, when petroleum product was observed at Tanner Creek's outfall to the Willamette River. A Subsurface Investigation of the train yard was conducted in 1987. By the end of 1990 a total of 78 test pits, 48 soil borings, and 28 monitoring wells had been installed at the site, and 16 Areas of Concern had been identified on and adjacent to the site. Eight additional monitoring wells were installed in 1992. DEQ added the "Hoyt Street Train Yard" to the Confirmed Release List in 1991.</p> <p>DEQ signed an Order on Consent with Burlington Northern Railroad (BNR) in August 1995. BNR agreed to conduct a Remedial Investigation and Feasibility Study for the site, along with Human Health and Environmental Risk Assessments and any Interim Removal Measures that might be necessary. DEQ approved a work plan for the RI/FS in December 1995. Initial soil sampling was completed that same month, and quarterly groundwater monitoring was conducted in 1996.</p> <p>The most-contaminated areas were the Historic Fueling Area (1911 to mid-1940s) with up to 29,000 ppm TPH in the soil and 18.6 ppb total dissolved PAHs in the groundwater, and the Second Fueling Area (mid-1940s to 1998) with up to 44,000 ppm TPH in the soil and free-product on the groundwater. A former Battery Service Area had over 400 ppm lead in the soil.</p> <p>The Remedial Investigation report and groundwater beneficial use determination were completed and approved in May 1997. The Risk Assessment was completed in April 1998, and the Feasibility Study was completed in September 1999. DEQ completed a Record of Decision (ROD) in December 2000.</p> <p>At the time the ROD was completed, soil and/or groundwater samples had been collected from 203 test pits, 89 borings, and 42 monitoring wells at the site.</p>
<p>Manner and Time of Release:</p>	<p>Manner and time of release unknown.</p>
<p>Hazardous Substances/Waste Types:</p>	<p>PAHs; lead, petroleum hydrocarbons, benzene, arsenic, and limited PCBs.</p>

<p>Pathways:</p>	<p>The site was filled in with 10-20 feet of material in the 1880s. The fill was a mixture of sands, silts, clays and industrial debris (sawdust, bricks, slag, cinders, glass, etc.). Beneath the fill was 5-10 feet of sandy clay and/or silty clay (the original wetland soils) followed by layers of Pleistocene sand and gravel to about 90 ft bgs.</p> <p>Tanner Creek originally flowed across the site to the Willamette River. The creek was initially diverted into a brick-lined sewer beneath NW 9th Avenue. That line was sealed off in 1916 and replaced by a 6.5-10.0 foot diameter line beneath NW 10th Avenue. The 10th Avenue line was later supplemented by a 27-inch branch line beneath 9th Avenue.</p> <p>The groundwater flow direction at the Hoyt Street Railyard was originally to the north-northeast, toward the Willamette River. Since 2007, however, monitoring wells in the vicinity of Fields Park have shown groundwater flowing southeast toward the Tanner Creek line. The change is likely due to development in the area, including the construction and dewatering of subsurface garages and the installation of impervious surfaces.</p>
<p>Environmental/Health Threats:</p>	<p>The Hoyt Street Railyard is being redeveloped into a high-density urban residential neighborhood. Clean soil utility corridors, 50 feet wide and 5 feet deep, have been established beneath the streets. The portions of each developed city block not capped by buildings or pavement are capped by at least 2-3 feet of clean soils. Institutional controls (referred to as a "License and Declaration of Restrictions") are being recorded on each city block prior to sale and redevelopment that require long-term maintenance of the cap. Fencing and/or other site security measures are to be installed and maintained for all areas where a cap is not yet constructed to restrict public access.</p>
<p>Status of Investigative or Remedial Action:</p>	<p>(03/15/2019 KPD/SRP) Recovery of free-product petroleum atop the groundwater began in 1975 with the installation of four product recovery wells along NW 9th Avenue. The wells were pumped regularly until 1980. Operation of the system gradually decreased through the 1980s and two of the wells were abandoned. In 1992 two new recovery wells were installed along 9th Avenue. Treated groundwater was discharged to the Willamette River via the Tanner Creek sewer line under an NPDES permit. The product recovery system was incorporated into the August 1995 Order on Consent as an interim removal measure. Two additional recovery wells were added in 1996. The system recovered about 2,900 gallons of floating product from 1995 to 2001. In the fall of 2001 approximately 18,800 tons of impacted soils were excavated from the former fueling area and removed from the site, along with an additional 1,900 gallons of floating product. The recovery system was decommissioned in 2002.</p> <p>Two 15,000-gallon diesel USTs were decommissioned by removal from the site in 1988. (See UST Facility ID #3308). A 1,800-gallon lube oil UST was removed from the site in August 1992 along with soils contaminated with up to 9,000 ppm diesel. (See LUST file #26-92-0234).</p> <p>Hoyt Street Properties (HSP) began redevelopment of the railyard in 1998. A Consent Decree between DEQ, HSP, and Burlington Northern Santa Fe (BNSF) Railway to implement the December 2000 ROD was negotiated in 2001 and recorded in February 2002. HSP agreed to remediate the soils at the site. The remedial action consisted of the excavation and off-site disposal of contaminated soils; the capping of residual soil contamination with clean soil, buildings or pavement; and the filing of Licenses and</p>

Declarations of Restrictions to protect and maintain the caps. BNSF assumed responsibility for the groundwater contamination. Six long-term monitoring wells were installed around the [future] Fields Neighborhood Park in August 2006. The wells were sampled quarterly for PAHs in 2007, semi-annually in 2008 and 2009, and annually thereafter.

By June 2002, when an RD/RA Work Plan was finished, five interim remedial actions had been completed. Removal of a PAH Hot Spot was completed by August 2000. Soil remediation in Phases 1 & 2 (covering Blocks 8-13) was completed by February 2001. All USTs were removed from the site by April 2001. Lead-impacted soils were removed from a former railyard battery dump at 10th & Overton by February 2002, and LNAPL-impacted soils and groundwater were removed from Block 16 by April 2002. In October 2002 DEQ signed the first Certification of Completion, covering Blocks 8, 10, 11 & 12.

Phases 3 & 4 of the cleanup (covering Blocks 14-22 and Block 25) were conducted from May 2003 through February 2004. Asbestos-containing insulation was removed from pipes within a steam tunnel system beneath parts of Blocks 15, 18 & 19 in August 2003. DEQ signed a second Certification of Completion in December 2004, covering Blocks 13, 16, 18 & 21. Phase 5 of the cleanup (covering Blocks 23 & 24 and Blocks 26-30) was completed in February 2006. A third Certification of Completion, covering Blocks 9, 14 & 19, was signed in April 2008.

In January 2011 DEQ issued an Explanation of Significant Difference (ESD) to the 2000 ROD, decreasing the required cap thickness in park areas from 3 ft to 2 ft and the required cap thickness in play areas from 5 ft to 3 ft. The changes were based on experience with actual park uses, and were applied to The Fields Neighborhood Park. A Certification of Completion for The Fields (Blocks 18, 21, 22 & 25) was signed in June 2014.

A second ESD, extending the anticipated project completion deadline from 2015 to 2025, was issued in November 2015. A fifth Certification of Completion, covering Blocks 15 & 17, was signed in September 2016. A Certification of Completion for Block 27 was signed in April 2018.

Data Sources:

- 1) Hart Crowser "Preliminary Environmental Assessment" [January 12, 1990].
- 2) GRI "Level 2 Environmental Investigation" [June 3, 1993].
- 3) DEQ "Order on Consent" [August 16, 1995].
- 4) RETEC "Remedial Investigation Report" [October 9, 1996].
- 5) DEQ "Record of Decision" [December 15, 2000].
- 6) Anchor Environmental "Environmental Construction Report: Phases 1 & 2" [February 2001].
- 7) DEQ "Stipulation and Consent Decree" [February 8, 2002].
- 8) Anchor Environmental "Soil Remedial Design and Remedial Action Workplan" [June 2002].
- 9) RETEC "Groundwater Remedial Design and Remedial Action Workplan" [June 6, 2002].
- 10) DEQ "Certification of Completion for Blocks 8, 10, 11 & 12" [October 24, 2002].
- 11) RETEC "Final Groundwater Monitoring & Contingency Plan" [January 29, 2004].
- 12) RETEC "Tanner Creek Sewer Investigation & Evaluation" [February 2, 2004].
- 13) Anchor Environmental "Environmental Construction Report: Phases 3 & 4" [June 2004].

- 14) DEQ "Certification of Completion for Blocks 13, 16, 18 & 21" [December 20, 2004].
- 15) Anchor Environmental "Phase 5 Environmental Soil Report" [February 2006].
- 16) RETEC "Annual Groundwater Monitoring Report" [March 28, 2007].
- 17) DEQ "Certification of Completion for Blocks 9, 14 & 19" [April 9, 2008].
- 18) AECOM "2008-2009 Groundwater Monitoring Report" [February 16, 2010].
- 19) DEQ "Explanation of Significant Difference" [January 13, 2011].
- 20) AECOM "2010-2011 Groundwater Monitoring Report" [December 8, 2011].
- 21) Integral Consulting "2012 Groundwater Monitoring Report" [January 29, 2013].
- 22) DEQ "Certification of Completion for Blocks 18, 21, 22 & 25" [June 13, 2014].
- 23) Integral Consulting "2013 Groundwater Monitoring Report" [August 29, 2014].
- 24) Integral Consulting "Updated Groundwater Project Closeout Report" [November 2014].
- 25) DEQ "Explanation of Significant Difference" [November 9, 2015].
- 26) DEQ "Certification of Completion for Blocks 15 & 17" [September 27, 2016].
- 27) LUST file #26-92-0234.
- 28) UST Facility ID #3308.

The following sub-projects were broken out and tracked separately during project construction:

- ECSI #1624 (Pearl Court)
- ECSI #4960 (Pearl Block)
- ECSI #5443 (The Fields)
- ECSI #5856 (Block 27)
- ECSI #5867 (Block 17)
- ECSI #5894 (Block 15)
- ECSI #6103 (SW Qtr of Block 26)
- ECSI #6116 (Block 20)
- ECSI #6162 (Block 29)
- ECSI #6352 (Block 23)

RETEC. 1998. Hoyt Street Property RI/FS Risk Assessment. Prepared for the Burlington Northern and Santa Fe Railway Company, Seattle, Washington. The RETEC Group, Inc.

RETEC. 1999. Final Feasibility Study, Hoyt Street Railyard. Prepared for the Burlington Northern and Santa Fe Railway Company, Seattle, Washington. The RETEC Group, Inc.

RETEC. 2002a. 2001 Annual Progress Report- Hoyt Street Property Containment-Recovery System and LNAPL Excavation Completion Report. Prepared by The RETEC Group, Inc. for The Burlington Northern and Santa Fe Railway Company. Seattle, Washington. 2002.

### **Substance Contamination Information**

<b>Substance</b>	<b>Media Contaminated</b>	<b>Concentration Level</b>	<b>Date Recorded</b>
BENZENE	Groundwater	940 ppb	8/23/1990

BENZENE	Soil	40 ppm	8/23/1990
BENZO(a)ANTHRACENE	Soil	up to 4.5 ppm	10/5/1998 7:33:19 AM
BENZO(a)PYRENE	Groundwater	1,000 ppb	12/22/1987
BENZO(a)PYRENE	Groundwater	130 ppb	1/1/1992
BENZO(a)PYRENE	Soil	up to 8.6 ppm	10/5/1998 7:37:58 AM
BENZO(a)PYRENE	Soil	20 ppm	1/1/1996
BENZO(b)FLUORANTHENE	Soil	up to 2.7 ppm	10/5/1998 7:42:48 AM
COPPER	Groundwater	20 ppb	8/23/1990
COPPER	Soil	1800 ppm	8/23/1990
DIBENZO(a,h)ANTHRACENE	Soil	up to 4.8 ppm	10/5/1998 7:49:37 AM
DIESEL - FUEL OIL	Soil	up to 12,000 ppm	10/8/1998 7:58:15 AM
ETHYLBENZENE	Groundwater	500 ppb	8/23/1990
ETHYLBENZENE	Soil	110 ppm	8/23/1990
LEAD	Groundwater	12,200 ppb	12/22/1987
LEAD	Leachate	up to 0.76 mg/l	9/29/1998 7:52:44 AM
LEAD	Soil	up to 830 ppm	9/29/1998 7:52:44 AM
LEAD	Soil	2800 ppm	8/23/1990
OIL OR FUEL RELATED COMPOUNDS	Soil	16,000 ppm	10/8/1998 8:01:37 AM
TOLUENE	Soil	15 ppm	8/23/1990
TOTAL PETROLEUM HYDROCARBONS (TPH)	Soil	44000 ppm	8/23/1990

XYLENES	Groundwater	610 ppb	8/23/1990
XYLENES	Soil	140 ppm	8/23/1990
ZINC	Groundwater	90 ppb	8/23/1990
ZINC	Soil	1700 ppm	8/23/1990

**Investigative, Remedial and Administrative Actions**

<b>Action</b>	<b>Start Date</b>	<b>Compl. Date</b>	<b>Resp. Staff</b>	<b>Lead Pgm</b>
REMEDIAL ACTION (Primary Action)	02/01/2002		<u>Kevin Dana</u> (mailto:DANA.Kevin@deq.state.or.us)	SRS

[View Full Report Showing Action History \(https://www.deq.state.or.us/lq/ECSI/ecsidetailfull.asp?seqnbr=1080#actions\)](https://www.deq.state.or.us/lq/ECSI/ecsidetailfull.asp?seqnbr=1080#actions)

**Site Environmental Controls**

<b>Control Description</b>	<b>Begin Date</b>	<b>End Date</b>	<b>Last Reviewed By</b>	<b>Last Review Date</b>
Cap, engineered	12/05/2004		Jill Kiernan	
	Comments: City blocks in the Hoyt Street Railyard site are required to be capped by a combination of buildings, pavement, and/or 2-3 feet of clean soils. Five feet of imported soils are required beneath roadways (to provide clean utility corridors).			
Easement Equitable Servitude	10/06/2003		N/A	
	Comments: Each property within the Hoyt Street Railyard project site has a License and Declaration of Restrictions recorded on the deed requiring maintenance and annual monitoring of the engineered cap.			

**Key to Certain Acronyms and Terms in this Report:**

- **CERCLIS No.:** The U.S. EPA's Hazardous Waste Site identification number, shown only if EPA has been involved at the site.

- **Region:** DEQ divides the state into three regions, Eastern, Northwest, and Western; the regional office shown is responsible for site investigation/cleanup.
- **NPL Site:** Is this site on EPA's National Priority List (i.e., a federal Superfund site)? (Y/N).
- **Orphan Site:** Has DEQ's Orphan Program been active at this site? (Y/N). The Orphan Program uses state funds to clean up high-priority sites where owners and operators responsible for the contamination are absent, or are unable or unwilling to use their own resources for cleanup.
- **Study Area:** Is this site a Study Area? (Y/N). Study Areas are groupings of individual ECSI sites that may be contributing to a larger, area-wide problem. ECSI assigns unique Site ID numbers to both individual sites and to Study Areas.
- **Pathways:** A description of human or environmental resources that site contamination could affect.
- **Lead Pgm:** This column refers to the Cleanup Program affiliation of the DEQ employee responsible for the action shown. SAS or SAP = Site Assessment; VCS or VCP = Voluntary Cleanup; ICP = Independent Cleanup; SRS or SRP = Site Response (enforcement cleanup); ORP = Orphan Program.

You may be able to obtain more information about this site by contacting Kevin Dana at the Northwest regional office (<https://www.oregon.gov/DEQ/Pages/Offices.aspx>) or via email at [dana.kevin@deq.state.or.us](mailto:dana.kevin@deq.state.or.us) (<mailto:DANA.Kevin@deq.state.or.us>). If this does not work, you may contact Mitchell Frister at (503) 229-6783, or via email at [frister.mitch@deq.state.or.us](mailto:frister.mitch@deq.state.or.us) (<mailto:frister.mitch@deq.state.or.us>) or contact the Northwest regional office (<https://www.oregon.gov/DEQ/Pages/Offices.aspx>).

**Environmental Cleanup Site Information (ECSI) Database Site Summary Report - Details for Site ID 5894, Hoyt Street Railyard - Block 15**

<b><u>General Site Information</u></b>					
Site ID: 5894	Site Name: Hoyt Street Railyard - Block 15		CERCLIS No:		
Address:	1075 NW Northrup St. Portland 97209				
	County: Multnomah	Region: Northwest			
Other location information:	The site covers the city block bounded by NW Overton Street to the north, NW Northrup Street to the south, NW 10th Avenue to the east, and NW 11th Avenue to the west.				
Investigation Status:	No further action required				
	Brownfield Site: No	NPL Site: No	Orphan Site: No      Study Area: No		
Property:	Twncshp/Range/Sect: 1N , 1E , 34		Tax Lots: 2620, 2621, 2622 and 2623		
	Latitude: 45.5318 deg.	Longitude: -122.6818 deg.	Site Size: 0.92 acres		
Other Site Names:	<table border="1" style="width: 100%; height: 40px;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> </table>				

<b><u>Site Characteristics</u></b>	
General Site Description:	
Site History:	The area around the site was originally a lake bed and marshlands connected to the Willamette River. The area was filled in with 10-20 feet of material in the late 1800s. The Hoyt Street Railyard was established by 1911 and operated through 1998. The Block 15 site was utilized as a paved parking lot (with a small community garden at the north end) from 2010 until 2014, when construction of the current condominium tower began.

<p>Contamination Information:</p>	<p>(12/17/2015 KPD/ICP) The site was initially investigated as part of the Hoyt Street Railyard project (ECSI #1080). Soil samples were collected from test pits at the site in September 1998 and were analyzed for diesel, oil and lead, finding up to 4,300 ppm diesel and 830 ppm lead. Additional soil samples were collected from 16 borings advanced through the streets surrounding the block in May 2003. Diesel (up to 3,840 ppm), heavy oils (up to 4,280 ppm), and lead (up to 1,280 ppm) were detected, along with numerous PAHs.</p> <p>A site-specific investigation was conducted in July 2012, with soil samples collected from 10 borings on the block. Heavy oils, lead and PAHs were detected in all of the analyzed samples, with by far the highest concentrations of lead and PAHs in boring DP-6, in the northeast corner of the block at 13-14 ft bgs.</p>
<p>Manner and Time of Release:</p>	<p>Manner and time of releases unknown</p>
<p>Hazardous Substances/Waste Types:</p>	<p>Petroleum hydrocarbons, heavy metals, polycyclic aromatic hydrocarbons, and asbestos.</p>
<p>Pathways:</p>	<p>Prior to the start of construction in 2014 soils at the site consisted of 10-20 feet of fill material (a mixture of sands, silts, clays and industrial debris). Beneath the fill was 5-10 feet of sandy clay and/or silty clay (wetland soils) underlain by layers of sand and gravel to at least 90 ft bgs. Groundwater was encountered at depths from 12-15 ft bgs. The groundwater flow direction was north-northeast toward the Willamette River, approximately 850 feet from the site.</p>
<p>Environmental/Health Threats:</p>	
<p>Status of Investigative or Remedial Action:</p>	<p>(12/17/2015 KPD/ICP) Remedial actions were initially conducted at the site in 2003 as part of the Hoyt Street Railyard project (ECSI #1080). Imported fill soils were brought in to raise the grade of the block and provide five feet of clean fill in the adjacent street rights-of-way. Geotextile markers were placed on the ground surfaces prior to fill placement. In August 2003, asbestos-containing materials were removed from steam tunnels that ran beneath the site.</p> <p>A License and Declaration of Restrictions, requiring that the block be capped with buildings, pavement, and/or 2-3 feet of clean soil, was recorded on the property deed in December 2013.</p> <p>Construction of the current condominium tower ("Cosmopolitan on the Park") began in July 2014. Soils were excavated from the site from July to November 2014 and temporarily stockpiled on Block 24 of the former Railyard (three blocks NNW of the site). The stockpiled soils were shipped to landfills from October 2014 through March 2015. A total of 13,379 tons of soil were shipped to the Riverbend Landfill in McMinnville and 2,544 tons of soil were shipped to the Hillsboro Landfill.</p>

**Data Sources:**

- 1) DEQ "Record of Decision" for Hoyt Street Railyard [December 15, 2000].
- 2) DEQ "Stipulation and Consent Decree" for Hoyt Street Railyard [January 31, 2002].
- 3) Anchor "Environmental Construction Report" [June 2004].
- 4) GeoDesign "Limited Environmental Subsurface Investigation Report" [September 20, 2012].
- 5) GeoDesign "Phase 1 Environmental Site Assessment" [March 19, 2014].
- 6) GeoDesign "Soil Management Plan" [August 7, 2014].
- 7) GeoDesign "Soil Management Completion Summary and Request for NFA" [March 30, 2015].

**Substance Contamination Information**

<b>Substance</b>	<b>Media Contaminated</b>	<b>Concentration Level</b>	<b>Date Recorded</b>
BENZO(a)ANTHRACENE	Soil	up to 75.4 ppm	7/27/2012 1:43:08 PM
BENZO(a)PYRENE	Soil	up to 67.4 ppm	7/27/2012 1:48:27 PM
CHRYSENE	Soil	up to 74.6 ppm	7/27/2012 1:51:10 PM
DIBENZO(a,h)ANTHRACENE	Soil	up to 10.3 ppm	7/27/2012 1:54:07 PM
DIESEL - FUEL OIL	Soil	up to 4,300 ppm	9/30/1998 1:56:49 PM
INDENO(1,2,3-cd)PYRENE	Soil	up to 27.7 ppm	7/27/2012 2:03:27 PM
LEAD	Leachate	up to 1.92 mg/L	7/27/2012 2:07:09 PM
LEAD	Soil	up to 2,110 ppm	7/27/2012 2:06:04 PM
NAPHTHALENE	Soil	up to 26.6 ppm	7/27/2012 2:10:09 PM
OIL OR FUEL RELATED COMPOUNDS	Soil	up to 5,830 ppm	7/27/2012 2:00:36 PM

### Investigative, Remedial and Administrative Actions

Action	Start Date	Compl. Date	Resp. Staff	Lead Pgm
No Further Action (Conditional) (Primary Action)	12/17/2015	12/17/2015	<u>Kevin Dana</u> (mailto:DANA.Kevin@deq.state.or.us)	ICP
View Full Report Showing Action History ( <a href="https://www.deq.state.or.us/lq/ECSI/ecsidetailfull.asp?seqnbr=5894#actions">https://www.deq.state.or.us/lq/ECSI/ecsidetailfull.asp?seqnbr=5894#actions</a> )				

### Site Environmental Controls

Control Description	Begin Date	End Date	Last Reviewed By	Last Review Date
Easement Equitable Servitude	12/13/2013		K. Dana, DEQ	12/13/2013
	Comments: "License and Declaration of Restrictions," recorded by Multnomah County; it prohibits beneficial groundwater use and residential redevelopment, and requires maintenance of a cap.			
Use Restriction Groundwater	12/13/2013		K. Dana, DEQ	12/13/2013
	Comments: No use of groundwater at the property for consumption or other beneficial use.			
Use Restriction Land	12/13/2014		K. Dana, DEQ	12/13/2013
	Comments: Detached single-family residential use of the property is prohibited, as is any agricultural use resulting in plant harvest.			
Contamination left in place, Soil	12/13/2013		K. Dana, DEQ	12/13/2013

Comments: Without DEQ's prior written approval, no operations or uses shall be made on or of the property that may penetrate the protective surface cover or jeopardize its functional integrity, including any excavation, drilling, scraping, or erosion, or other actions affecting a permanent feature of the site remedy. In addition, the site owner must maintain the surface cover and any other permanent feature of the site remedy, as described in the site-specific Monitoring and Maintenance Plan.

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RADIUS is a cloud-based service that allows you to order, receive, and archive all your Commercial Real Estate (CRE) due diligence on one secure platform. A one stop, one shop for environmental due diligence, valuation, property condition assessments, and more, all the products and services listed below are available on RADIUS. Join RADIUS free or take advantage of subscription levels to reduce costs.

## Environmental Reports & Services

Commercial Real Estate Environmental Due Diligence

### EnviroPreScreen Suite

**EnviroPreScreen** | The EnviroPreScreen (EPS) is an automated screening report, completed in under 30-seconds, that identifies regulatory environmental concerns on, or up to 1/8th-mile from a subject property. The report provides an algorithm-based risk rating of low, moderate or elevated, aerial maps with parcel outline and geo-located pin-drops that identify environmental concerns.

**EnviroPreScreen Advanced** | EnviroPreScreen Advanced is one step above the EPS report. It provides the aerial maps, risk rating and descriptions, but supplements the EPS with additional regulatory database status information. Completed in under 10 minutes, this report provides additional insights such as: UST installation and removal dates; spill/release dates; No Further Action date; and/or remedial status dates when available.

**EnviroPreScreen Pro Insight** | EnviroPreScreen Pro Insight is the most comprehensive of the EPS Suite. Our in-house Environmental Professionals evaluate the findings of the EPS Advanced Report, rendering a comprehensive discussion of interpreted risks and recommendations on any next steps. It also includes the risk rating, maps and data found in EPS Advanced. This report is completed within one business day.

## EnviroScreen RSRA SBA Report

EnviroScreen RSRA SBA (Record Search with Risk Assessment) is an affordable, comprehensive desktop report designed to meet SBA's SOP 50 10 6 procedures for low risk, low balance loans. It includes an evaluation of a target property with respect to client provided information, historical usage, a regulatory database search, a LOW or ELEVATED risk rating and recommendations. These reports are completed in 3-4 business days.

## EnviroScreen RSRA Conventional Report

The EnviroScreen RSRA Conventional is the same as the SBA RSRA desktop report except for the risk determination. The SBA version provides a LOW or ELEVATED environmental risk rating, while the Conventional version allows for a MODERATE finding (equivalent to De Minimis Condition). Ideal for loan balance loans, the RSRA Conventional report can be completed within 3-4 business days.

## EnviroScreen Report with an Enhanced File Review

The EnviroScreen with Enhanced File Review (ES w/EFR) is a Conventional RSRA desktop report where an additional regulatory file review is provided by an EP. While not a requirement for RSRAs, the addition of an EFR with EP's opinion often helps bridge data gaps and lower interpreted risk level that an RSRA cannot do by itself and is cost-effective alternative to a full-blown Phase I ESA. An EFR can typically be completed in 3-4 days.

## EnviroScreenPro Report

EnviroScreen PRO, also known as a Limited Environmental Site Assessment, is a desktop report that embodies all aspects of an ASTM Phase I ESA, minus the site inspection. An ideal alternative to a Phase I when a physical site inspection is not possible or provides limited value (i.e. businesses not using chemicals/producing hazardous wastes, vacant land, multi-family, etc.). Typically completed in 5 business days from agency file receipt.

## Report Review

The Report Review offers an independent analysis of other third party environmental due diligence reports. An Environmental Professional evaluates the consultant consensus and abidance to established ASTM criteria and industry standards. The report includes a synopsis of the report with an EP's written opinions and recommendation. Ideal for verifying consultant's work when not on approved vendor list, when a second opinion is sought, or when a review is part of a lender's policy. Typically completed 3-4 business days.

## Environmental Transaction Screen Report

The Environmental Transaction Screen (ETS) is an ASTM E1528-14 compliant report focusing on the target property. The ETS provides an on-site inspection, historical, regulatory database review, and interview. The ETS does not review these sources for adjacent properties is ideal to use where a site inspection is needed, but surrounding land use is not a concern. Typically completed in 5-7 business days.

## Environmental Transaction Screen Report with EFR

The Environmental Transaction Screen (ETS) with Enhanced File Review (ETS w/EFR) is simply an ETS report that additionally includes an EFR to supplement identified data gaps. An ETS w/EFR is a cost-effective and time saving alternative to having complete a full ESA when a file review is needed. The EFR sometimes adds additional waiting to the turn time depending on regulatory responsiveness to file request.

## Phase I Environmental Site Assessment Report

A Phase I Environmental Site Assessment (ESA) is an ASTM 1528-14 compliant report that meets EPA's All-Appropriate Inquiry (AAI) needed to limit owner liability of past environmental risks. It includes reviews of the historical background on the target and adjacent properties, reviews regulatory databases findings, includes regulatory file review as needed., and includes a site inspection and interview. Typically completed in 7 days from inspection.

## Phase II Limited Subsurface Investigation Report

The **Phase II Report**, also known as a **Limited Subsurface Investigation (LSI)**, is used when previous due diligence indicates an environmental concern may have negatively impacted a property. Phase II investigations generally follow ASTM Designation E1903-11 and/or state guidance. It evaluates potential subsurface media (soil, soil vapor, groundwater) impacts from the identified risks and includes conclusions and recommendations from an Environmental Professional. Typically completed in about 12 days from sampling date.

## Property Condition Reports & Services

### Inspections and Assessments of a Commercial Property

#### Property Condition Assessment Report

The **Property Condition Assessment (PCA)** is an ASTM E2018-15 compliant report that provides an analysis of the physical condition of a property. The PCA includes a walk-through survey and a certified professional's observations, recommendations, and preliminary cost estimates for addressing issues. It also includes recommended priorities for resolving major deficiencies, updating aging components, and other investigations when needed. Typically delivered in 10-12 business days from inspection.

#### Property Condition Inspection

The **Property Condition Inspection (PCI)** provides an accurate description and analysis of a subject property and neighborhood conditions. Available for exterior-only or interior/exterior, the PCI identifies risk concerns, provides photos, itemized repair grids and estimates, aerial and satellite Imagery. Used as a standalone inspection report or to complete a commercial evaluation, as it is compliant with Interagency Appraisal & Evaluation Guidelines (IAG).

## Valuation Reports & Services

### Value Assessments for Commercial Property

#### Commercial Automated Valuation Model

The **Commercial Automated Valuation Model (CAVM)** is a fast and cost-effective report providing a commercial property value in under 30 seconds. While not USPAP compliant, it is used in many situations when a fast valuation is needed. The CAVM report is loaded with data including estimated property value (probable price), property information, past sales, loan, taxes, sales comps, rental prices, net operating incomes, rent rolls, cap rates and more.

#### Commercial Evaluation

The **Commercial Evaluation** is an accurate, easy to read valuation report that complies with the latest state requirements and Interagency Appraisal and Evaluation Guidelines (IAG Guidelines). Available in sales or income/sales approaches to value, and exterior or interior/exterior inspections and images, the Commercial Evaluation is completed by a licensed real estate professional. For loans valued at \$500,000 or less (\$1M for credit unions), also ideal for valuing properties to be used as collateral on business loans less than \$1 million and for extending credit or loan modifications.

#### Commercial Broker Price Opinion

The **Broker Price Opinion (BPO)** provides a flexible, easy to understand, and cost-effective alternative to appraisals. Available in sales only or sales/income approaches to value, and drive-by exterior or interior/exterior inspections. The sales approach analyzes the property's potential cash flow to see how it might affect the final price conclusion. The BPO compares the property's rent roll with comparable rental incomes and provides an opinion of market rent and potential gross income.

## Commercial Appraisal

Our nationwide network of licensed appraisers provides competitively priced, fast turnaround, USPAP-compliant valuations. Available on all property types including special purpose, our appraisal reports are completed by the most qualified valuers with specific experience in the type of property you're analyzing. MAI designated appraisers with Certified General license credentials provide the highest quality valuations by Cost, Sales Comparison/Market, or Income Capitalization approaches.

## Zoning, Survey, Flood, Other Services

### Collateral Certainty for Commercial Real Estate Properties

### Commercial Flood Certificate

The **Commercial Flood Certificate** helps to quickly determine the flood zone status of a commercial property. Leveraging the latest FEMA databases and map updates, these reports are accurate, reliable and easy to understand. The report includes a comprehensive map with outline of subject property parcel boundary with identified flood risk. A manual QA exception process ensures the highest accuracy.

### Residential Flood Certificate

The **Residential Flood Certificate** helps to quickly determine the flood zone status of a residential property. Leveraging the latest FEMA databases and map updates, these reports are accurate, reliable, and easy to understand. The report includes a comprehensive map with outline of subject property parcel boundary with identified flood risk. A manual QA exception process ensures the highest accuracy.

### ALTA Land Title Survey

The **ALTA Survey** is a comprehensive report containing relevant information concerned with the present and future use of a property, and all encumbrances and restrictions that may affect its use. The survey includes: the exact location of property corners and boundary lines; location of improvements and above-ground, observable utilities, striped parking spaces, fences, and other observations; location of recorded and observed easements, accesses to public Right of Way, or lack thereof; zoning of the property and Setback Requirements as defined by the local municipality, and much more. The surveys meet the requirements and standards adopted by the American Land Title Association ("ALTA") and the National Society of Professional Surveyors ("NSPS") and include "Table A" items.

## Zoning Reports

**Zoning Compliance Report** | The Zoning Compliance Report provides a detailed analysis of the local zoning ordinance requirements and the existing conditions on-site. Commentary pertaining to the property's conformance with use, setback, height, area, density and parking zoning regulations is included as are insight into any special permits, zoning relief or open zoning violations affecting the property.

**Use Analysis Report** | The Use Analysis Report provides the local development regulations (use, setback, height, parking, etc.) for a subject property and is combined with written zoning verification and public records requests from the local municipality. The Use Analysis Report is ideal for vacant land, an outparcel with a proposed land use, or zoning investigation on a potential property for purchase. It is accepted by all major lenders and financial institutions; the Use Analysis Report is a perfect tool to help in the issuance of ALTA Zoning Endorsement 3.06 (Zoning - Unimproved Land).

**EZ Zoning Report** | The EZ Zoning Report provides the most basic zoning information for a property. It provides a quick overview of the basic zoning requirements (setbacks, height, area, density & parking) without having to obtain written verification and document request from the local municipality.

## Portfolio Asset Risk Monitoring

The **Portfolio Asset Risk Monitoring** service provides a life-of-loan check up on your CRE portfolio to identify any potential environmental risks that may have emerge since acquisition of the asset. Easily monitor your portfolio annually or bi-annually and receive risk ratings and insights on any properties with environmental concerns. The monitoring engine searches agency database records up to 1/8 mile of each property in your portfolio and delivers easy to understand results, quickly.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2021

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).

<b>PRODUCER</b> (SF) Heffernan Insurance Brokers 44 Montgomery Street Suite 1950 San Francisco CA 94104  License#: 0564249 ESCRINC-01	<b>CONTACT NAME:</b> Michelle Ferguson <b>PHONE (A/C, No, Ext):</b> 415-778-0300 <b>E-MAIL ADDRESS:</b> michellefe@heffins.com	<b>FAX (A/C, No):</b> 415-778-0301	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> CREtelligent, Inc. and Assessment Associates, Inc. 11344 Coloma Road, #850 Gold River CA 95670	<b>INSURER A:</b> Nautilus Insurance Company		17370
	<b>INSURER B:</b> Technology Insurance Company, Inc.		42376
	<b>INSURER C:</b> Great Divide Insurance Company		25224
	<b>INSURER D:</b> Lloyd's of London		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 1107063959

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional <input checked="" type="checkbox"/> Pollution Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ECP2032415-11	7/31/2021	7/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP203544610	7/31/2021	7/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			FFX2035394-10	7/31/2021	7/31/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC3975529	4/20/2021	4/20/2022	<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
A D	Professional Excess Liability Cyber Insurance			FFX203539410 C4LQ1232292CYBER2021	7/31/2021 11/18/2021	7/31/2022 11/18/2022	Per Claim & Aggregate 5,000,000 Per Claim & Aggregate 2,000,000

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

RE: Per written contract or agreement with the insured. Excess Liability coverage is excess of Primary General Liability, Professional Liability and Pollution Liability coverages.

**CERTIFICATE HOLDER****CANCELLATION**

PROOF ONLY

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

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## Standard Terms and Conditions for Consulting Services

These Standard Terms and Conditions, together with our proposal, make up the Agreement between the named Client and AAI/CREtelligent. Before countersigning the Proposal or verbally authorizing work, be sure you read and understand its contents, which deal with the allocation of risks and duties between the Client and AAI/CREtelligent.

- 1. Services.** *We'll do what we agreed we would do.* AAI/CREtelligent will perform the services defined in its Proposal and any amendments or change orders accepted by both parties. Any request from the Client that requires extra work, or additional time, or increases AAI/CREtelligent's costs will require an amendment or change order agreeable to both parties.
- 2. Standard of Care.** *We'll try to do the work right. If we mess up, we'll try to fix it.* AAI/CREtelligent will perform the services with the skill and care ordinarily used by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. No other standards or warranties, expressed or implied, including warranties of marketability or fitness for a particular purpose apply. The Client will notify AAI/CREtelligent in writing of any deficiencies in the services within 15 days of their discovery but not later than 120 days after substantial completion of the services. The Client will give AAI/CREtelligent a reasonable opportunity to correct these deficiencies. The Client understands that AAI/CREtelligent's services may entail risk of personal injury and property damage (including cross contamination) that cannot be avoided, even with the exercise of due care. The Client acknowledges and accepts any risk resulting from the fact that geotechnical and environmental conditions can vary from those found by AAI/CREtelligent at the times, locations and conditions of its work.
- 3. Client's Responsibilities.** *You'll help us where you can.* Client will provide permits, licenses, approvals and consents necessary for performance of the services, except those maintained by AAI/CREtelligent for its ordinary conduct of business. Client will provide AAI/CREtelligent with all reasonably available documents that are related to the services, including information related to hazardous materials or other environmental and geotechnical conditions at the site. Before AAI/CREtelligent performs any subsurface activities, the Client will provide all available information concerning underground services, conduits, pipes, tanks, other facilities and obstructions at the site. AAI/CREtelligent will rely on the documents and information provided by the Client. The Client grants AAI/CREtelligent and its subconsultant(s) permission to enter the site to perform the services. If the site is owned by others, the Client represents and warrants that the owner has granted permission for AAI/CREtelligent to enter the site and perform the services. Client will provide AAI/CREtelligent with written verification of site access permission upon request.
- 4. Payment.** *You'll pay us fairly and quickly.* Except as expressly provide in the Proposal, Client will compensate AAI/CREtelligent for the services at its standard rates, reimburse its expenses, and pay any taxes applicable thereto. AAI/CREtelligent will submit periodic invoices that are due upon receipt. The Client will notify AAI/CREtelligent in writing within 10 days of any disputed item on the invoice and pay all undisputed items within 30 days from invoice date. Overdue payments will accrue interest at the lower of 11/2 percent per month or the maximum lawful rate. AAI/CREtelligent may terminate its services upon 10 days written notice any time payment is overdue on any account with the Client. Client agrees to pay for all services through termination, plus termination and collection costs, including reasonable attorneys' fees and expenses.
- 5. Underground Utilities and Site Restoration.** *We'll use our best efforts to limit damage to the site.* Where appropriate, AAI/CREtelligent will contact local governmental authorities and private firms who coordinate underground utility information for information about conditions at the site. AAI/CREtelligent will review plans and information provided by these entities and the Client. AAI/CREtelligent will not be liable for any damage to underground services or structures not accurately identified in such plans and information. Client agrees to indemnify AAI/CREtelligent against all liabilities and costs arising out of such damage and its repair, except to the extent caused by AAI/CREtelligent's negligence. AAI/CREtelligent will conduct its on-site activities to limit damage to existing conditions to the extent possible. Client acknowledges that damage may occur to facilities such as paving, landscaping, utilities, structures, other improvements and existing conditions, by the work, even with due care. Client agrees to compensate AAI/CREtelligent for all costs to perform restoration work required by the Client.
- 6. Samples.** *We only know conditions for what and where we test.* You'll pay us for special sample handling. AAI/CREtelligent will store samples for at least 30 days after submitting test results to the Client, unless requested in writing for them to be held longer or shipped. Client will compensate AAI/CREtelligent for storage beyond 30 days, special storage conditions, and costs to ship samples. Client will pay AAI/CREtelligent for all special disposal costs, including the cost to return samples to the Client. Test results obtained by AAI/CREtelligent on samples apply only to the samples tested for the conditions under which they were tested.
- 7. Hazardous Materials.** *We won't own hazardous materials from your site.* AAI/CREtelligent does not provide assessments of the presence of environmental contaminants unless expressly indicated in our written agreement. Client will advise AAI/CREtelligent of any and all known contaminants and hazardous materials before AAI/CREtelligent provides any services involving those materials. Before any hazardous or contaminated materials are removed from the site for AAI/CREtelligent use, the Client will sign a manifest that names the Client as the generator of the waste (or will arrange for the generator to sign). AAI/CREtelligent will not be the generator or owner of, nor will it take title to or assume legal liability for any hazardous or contaminated materials at or removed from the site. AAI/CREtelligent will not undertake, arrange for, or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than samples collected for laboratory testing.
- 8. Limits on AAI/CREtelligent Responsibility.** *We aren't responsible for things we don't do or control.* AAI/CREtelligent will not be responsible for the acts or omissions of any others, except for its employees and subconsultant(s). AAI/CREtelligent will not supervise, direct or have control over any contractor's work. AAI/CREtelligent will not have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any estimates or opinions of AAI/CREtelligent of probable quantities or costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guaranty or representation that actual quantities or costs will be consistent with those estimates or opinions. Client acknowledges that AAI/CREtelligent does not warrant or guarantee the approval or receipt of any governmental permits or approvals, or the time to obtain such permits or approvals.
- 9. Changed Conditions.** *You will pay us to do approved extra work required by unforeseen conditions or events.* The Client acknowledges that geotechnical and environmental services involve

uncertainties, which often require a phased or staged investigation with the need for additional services becoming apparent as the work progresses. The Client acknowledges that encountered conditions may differ considerably from those anticipated, that laws and regulations are subject to change, and that regulatory requirements may be unpredictable. AAI/CREtelligent will notify the Client if additional services, costs or time become necessary due to any of these factors and the parties will negotiate appropriate changes to the scope of services, compensation and schedule. If the parties are unable to reach agreement, AAI/CREtelligent will be entitled to terminate its services with 5 days notice and to be equitably and immediately compensated for services already performed. In the event of an emergency, AAI/CREtelligent may take immediate steps to protect public safety, health and the environment, and will be equitably compensated for its work by the Client. AAI/CREtelligent will not be responsible for delays, failures to perform or extra costs due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions by the Client, or any other causes beyond AAI/CREtelligent's reasonable control. The Client will compensate AAI/CREtelligent for any increase in its costs resulting from any of these factors.

**10. Documents and Information.** *We own our work and give you limited permission to use it for what you paid us for.* All documents, data, calculations and work papers prepared or furnished by AAI/CREtelligent are instruments of service and will remain AAI/CREtelligent's property. Designs, reports, data and other work product delivered to or on behalf of the Client are for Client's use only for the limited purposes disclosed to AAI/CREtelligent and subject to Client paying for the services to provide said work product. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk and Client agrees to indemnify and defend AAI/CREtelligent against any liabilities resulting there from. Any technology, methodology, or technical information learned or developed by AAI/CREtelligent will remain its property.

**11. Confidentiality and Subpoenas.** *We won't tell anybody about this work unless someone's health or safety is in danger, or the Sheriff delivers a demand.* Information about this Agreement and AAI/CREtelligent's services and information provided by the Client about the services will be maintained in confidence and will not be disclosed to others without the Client's consent, except as AAI/CREtelligent believes is necessary to perform its services, comply with professional standards to protect public safety, health and the environment, and to comply with laws and court orders. AAI/CREtelligent will make reasonable efforts to notify the Client prior to any disclosure except as necessary to perform its services. Information available to the public and unprotected information acquired from third parties will not be considered confidential. The Client will reimburse AAI/CREtelligent to respond to any subpoena or governmental inquiry or audit related to the services at AAI/CREtelligent's standard rates then in effect.

**12. Insurance.** *This is all we have.* During the work, AAI/CREtelligent will maintain workers' compensation, commercial general liability, automobile liability, and professional liability insurance in the following minimum amounts:

Workers compensation	statutory amount
General liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Auto liability	\$1,000,000 per accident
Professional liability	\$1,000,000 aggregate
Umbrella liability	\$5,000,000 per occurrence
	\$5,000,000 aggregate

AAI/CREtelligent will furnish certificates of insurance upon request. AAI/CREtelligent will purchase project specific insurance at Client request if it is commercially available and Client pays the premium and our costs to obtain the additional coverage.

**13. Indemnification.** *You won't blame us for anything except our own negligence.* Client agrees to hold harmless, indemnify, and defend AAI/CREtelligent and its affiliates and subconsultants and their employees, officers, directors and agents against all claims, suits, fines and penalties, attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by the indemnified party's negligence.

**14. Limitation of Liability.** *We won't pay any more on a claim than what's fair, or covered by our insurance.* To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of AAI/CREtelligent and its affiliates and subconsultants and their employees, officers, and directors for all claims arising out of this Agreement or the services is limited to \$25,000 or the compensation received by AAI/CREtelligent under this agreement, whichever is less. This limitation applies to all injuries, damages, claims, losses, expenses and defense costs, whether based in contract, negligence, strict liability, statutory, trespass, indemnity, misrepresentation or any other theory of liability. No claim will be valid if presented to AAI/CREtelligent more than three years after substantial completion of the services or, if shorter, the applicable statute of limitations period. AAI/CREtelligent will not be liable for lost profits, loss of use of property, diminution of value of property or goods, delays, cost to obtain replacement samples, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages. AAI/CREtelligent will not be liable to anyone for injuries or deaths of any persons, except to the extent that such liability is covered by the insurance in Article 12.

**15. Disputes.** *We want disputes settled quickly and fairly.* All disputes between the Client and AAI/CREtelligent shall be subject to non-binding mediation. Either party may demand mediation by serving written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring the matter be mediated within forty-five days of service of notice. The mediation shall be administered by the American Arbitration Association in accordance with their most recent Construction Mediation Rules, or by such other person or organization as the parties may agree on. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five days after service of notice.

**16. Other.** *Legal details about this Agreement.* This Agreement shall be governed by Oregon law. The above terms and conditions regarding Limitation of Liability and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause. Any amendment to this Agreement must be in writing signed by both parties. This Agreement supersedes any contract terms, purchase orders or other documents issued by the Client. These Terms and Conditions shall govern over any inconsistent terms in the Proposal, except those specifically identified in the proposal section-Modifications to Standard Terms and Conditions. If these Terms and Conditions have been provided to you, your verbal authorization to commence services constitutes your acceptance of them. The provisions of this Agreement are severable; if any provision is unenforceable, it shall be appropriately limited and given effect to the extent that it is enforceable. Headings in these Terms and Conditions are for convenience only and do not form a part of the agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties.

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>CREtelligent, Inc.</b>		
	2 Business name/disregarded entity name, if different from above <b>eScreenLogic</b>		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. <b>11344 Coloma Road, Suite 850</b>		Requester's name and address (optional)
6 City, state, and ZIP code <b>Gold River, CA 95670</b>			
7 List account number(s) here (optional)			

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
<b>or</b>										
<b>Employer identification number</b>										
4	6		-	4	8	8	4	1	9	1

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*