Michael T. O'Connor, R.G.
Environmental Consultant
3123 SE 9th Avenue, Portland, Oregon 97202
Phone 971.344.5953 mtopdx@gmail.com

March 4, 2025

Mr. Deric Dillman, Maintenance Supervisor
Representative, Cosmopolitan on the Park
Condominiums Homeowner's Association
1075 NW Northrup Street, Portland, Oregon, 97209

SUBJECT: **2023 Environmental Cap Inspection at Cosmopolitan on the Park Condominium 1075 NW Northrup Street, Portland, Oregon**

Dear Mr. Dillman and Cosmopolitan on the Park Condominiums Homeowner's Association,

Per our Proposal and Contract, dated February 26, 2025, we have prepared this report summarizing our February 26, 2025 inspection of the **environmental cap** at the above-referenced Cosmopolitan on the Park Condominiums (the Property) which consists of soil and Concrete building features.

Based on information associated with Oregon Department of Environmental Quality (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 has been documented that the Property is contaminated with various concentrations of diesel fuel, heavy oil, lead, and polycyclic aromatic hydrocarbons (PAHs). Per an agreement with the 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 contaminants. 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,*

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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 managed the property between 2017 and 2022, contracted with Assessment Associates, Inc. to perform an inspection of the Property in 2017, 2018, 2019, 2020, and 2021, and contracted with CREtelligent in 2022 for the inspection. CREtelligent informed Mr. O'Connor that they were not interested in continuing the annual inspections, so Mr. O'Connor agreed to conduct the 2023, 2024, and this inspection for the new management firm (Columbia Hospitality).

Areas of Observation/Inspection:

Mr. O'Connor 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.

- 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.

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- 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: Cosmopolitan on the Park Condominiums.

Property Address: 1075 NW Northrup Street, Portland, Oregon

Year Built: 2016.

Property Legal Description: T1N, R1E, NW ¼ of NW ¼ Section 34, Lot 614. (Formerly known as "Lot 15" in ODEQ documents).

Geologist Performing Inspection: Michael T. O'Connor, R.G., environmental consultant.

Inspection Requested By:
Mr. Deric Dillman
Cosmopolitan Management Team, Columbia Hospitality (Property Managers)

Inspection Date: February 26, 2025

Mr. O'Connor 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 at-grade and underground 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.

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Table of Features Inspected

Cracks and/or Settlement in vertical cement or flatwork? Y/N	**Exposure Hazard? Y/N**	**Repair Required? Y/N**
No settlement was observed in any of the concrete walls or floors.	No	No
Holes or Penetrations? Y/N	**Exposure Hazard? Y/N**	**Repair Required? Y/N**
No holes or penetrations were observed.	No	No
Exposed Soil or Fabric Y/N?	**Exposure Hazard? Y/N**	**Repair Required? Y/N**
Soil was visible in planters, but no geotextile barrier was observed.	No	No
Problematic Surface Water Drainage Features?	**Exposure Hazard? Y/N**	**Repair Required? Y/N**
Problematic surface water drainage features were not observed.	No	No
Cracked or Missing Caulking?	**Exposure Hazard? Y/N**	**Repair Required? Y/N**
Areas of shrinking or peeling caulking were not observed.	No	No
Groundwater Seepage Areas?	**Exposure Hazard? Y/N**	**Repair Required? Y/N**
Groundwater seepage areas were not observed.	No	No

Conclusions and Recommendations:

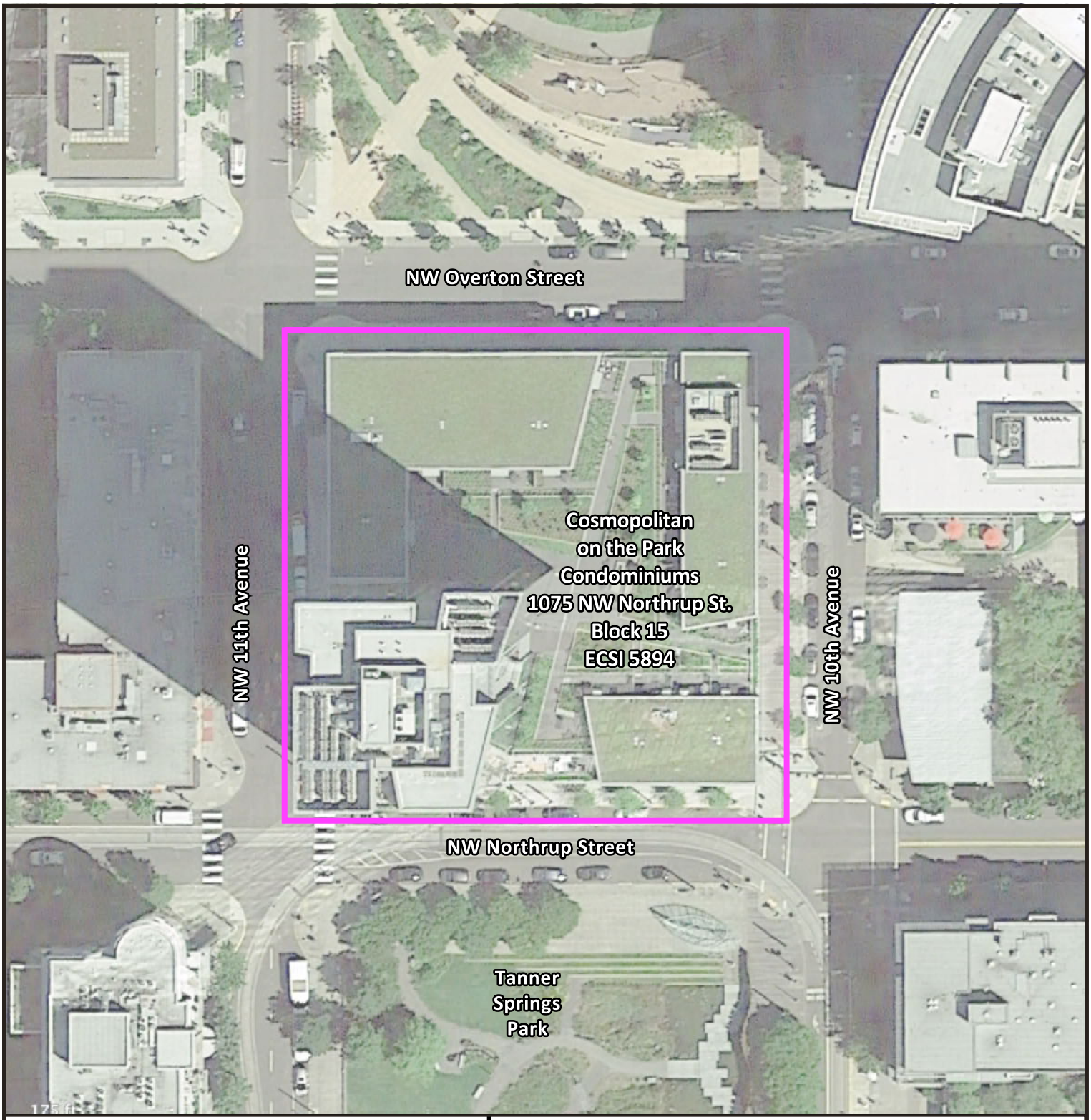
It is my professional opinion that there were no areas where the soil cap or the geotextile membrane used to delineate the top of the cap were visible at any of the inspection points, no visible cracks or settling have occurred with respect to the building and sidewalks, and no areas of groundwater seepage 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 2026. 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.

Sincerely,

Michael T. O'Connor, R.G.
Environmental Consultant
(971) 344-5953



Aerial Photograph Source: Google Earth

LEGEND

Property Boundary

FIGURE 1. Project Location - Cosmopolitan on the Park
Annual Cap Inspection
Cosmopolitan on the Park
1075 NW Northrup Street, Portland, Oregon

NORTH

February 2025

MTO

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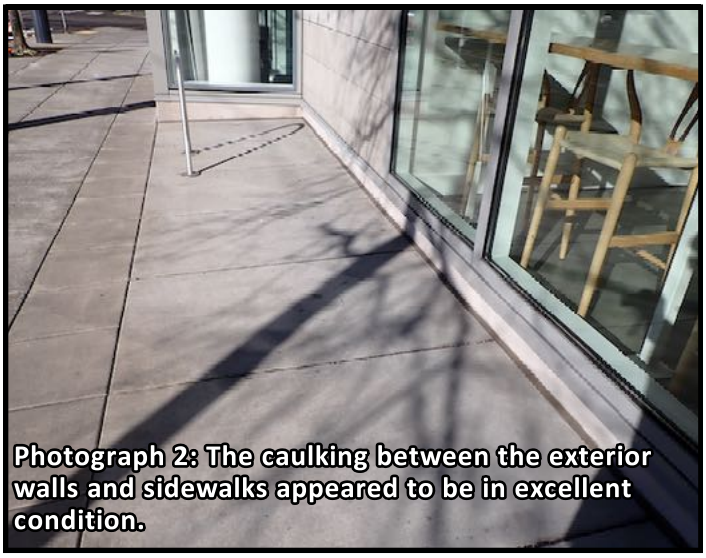
Photograph 1: View of the Cosmopolitan on the Park Condominium Building, facing northwest.



Photograph 2: The caulking between the exterior walls and sidewalks appeared to be in excellent condition.

Photograph 3: No cracks or damage were observed in the riser room or parking garage.

Photograph 4: No cracks or damage were observed in the bike storage rooms.

Photograph 5: View of a typical planter on the exterior sidewalks surrounding the building.

Site Photographs
Annual Cap Inspection
Cosmopolitan on the Park
1075 NW Northrup Street, Portland, Oregon

MTO

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February 2025

Michael T. O'Connor, R.G

Licensed Geologist in Oregon & Washington
mtopdx@gmail.com (971) 344-5953

Education

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

Professional Experience

Current Position: Freelance Geologist and Environmental Consultant. Location: Portland, Oregon

2021-2022 Principal Geologist and Business Development Engineer CREtelligent, National CRE Due Diligence Platform-as-a-Service
Mr. O'Connor agreed to merge Assessment Associates with CREtelligent in May 2021, and accepted a position as *Vice President, Principal Geologist and Sales Development Engineer*, generating hundreds of thousands of dollars of business across a six-state territory over a twenty-month transition period. Services included Phase I and Phase II Environmental Site Assessments, ALTA Surveys, Commercial Evaluations, Property Condition Assessments, along with a first-to-market suite of early-insight EnviroPreScreen reports.

2006-2021 President and Principal Geologist, Assessment Associates Environmental Consulting, Portland, Oregon
Founded regional environmental consultancy in 2006, managing a staff of 4-5 geologists, engineers, and project managers who conducted over 850 projects for hundreds of clients over a 15-year period. Clients included government agencies, conservation groups, tribes, real estate investors, manufacturers, retail outlets, and lending institutions.

Key Capabilities and Talents

Environmental Consulting Services:

- Phase I and Phase II Environmental Site Assessments
- Sub-Slab Soil Vapor Investigations
- Geologic and Environmental Studies and Investigations
- Soil and Groundwater Cleanup

Staff Management:

- 15+ Years hiring, training & managing staff of environmental consulting professionals

Sales and Client Development Engineer:

- Used Zoom Info, Linkedin, Hubspot, and Real Capital Analytics to identify new clients, develop and deploy email sequences, and generate continuous pipeline of due diligence projects

Deep Ties to Environmental Consulting Industry:

- Long-time relationships with key stake holders in Pacific Northwest environmental consulting community, including lenders, real estate investors, brokers, consultancies, laboratories, drillers, planners, surveyors, appraisers, title insurance firms, state, county, and regional governments, and state and federal regulators.

Industry Tenure

VP, Principal Geologist and Business Development Engineer
CREtelligent, May 2021-December 2022

Founder and Principal Geologist, Assessment Associates, Inc., 2006-2021

Environmental Consultant Since 1995

Industry Experience

Over 2,500 Career Phase I and Phase II Environmental Site Assessments

Risk-Based Closure for Remedial Sites

Level I Environmental Corridor Studies

Asbestos and lead paint surveys

Stormwater Compliance

Third-party document review

Professional Affiliations

Past board member, Northwest Association of Environmental Professionals (NWAEP)

Attendee: Oregon Association of Environmental and Engineering Geologists (AEG) Montly meetings

Member, Oregon Association of Environmental Professionals (OAEP)

Attendee, National Environmental Business Council Bi-Annual Meetings

Attendee, Oregon Brownfields Conference

Member National Association of Industrial and Office Properties (NAIOP)

Active Licenses

Oregon Registered Geologist G1998

Washington Licensed Geologist 2398

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Standard Terms and Conditions for Consulting Services

These Standard Terms and Conditions, together with the proposal, make up the Agreement between the named Client and Michael O'Connor, R.G. 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 Mr. O'Connor.

1. **Services.** *I'll do what I agreed I would do.* I will perform the services defined in this 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 my costs will require an amendment or change order agreeable to both parties.
2. **Standard of Care.** *I'll try to do the work right. If I mess up, I'll try to fix it.* I 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 me 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 me a reasonable opportunity to correct these deficiencies. The Client understands that my 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 me 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 me for ordinary conduct of business. Client will provide me 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 I perform any subsurface activities, the Client will provide all available information concerning underground services, conduits, pipes, tanks, other facilities and obstructions at the site. I will rely on the documents and information provided by the Client. The Client grants me and my 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 me to enter the site and perform the services. Client will provide me 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 me for the services at its standard rates, reimburse its expenses, and pay any taxes applicable thereto. I will submit periodic invoices that are due upon receipt. The Client will notify me 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 1½ percent per month or the maximum lawful rate. I may terminate such 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.** *I'll use my best efforts to limit damage to the site.* Where appropriate, I will contact local governmental authorities and private firms who coordinate underground utility information for information about conditions at the site. I will review plans and information provided by these entities and the Client. I will not be liable for any damage to underground services or structures not accurately identified in such plans and information. Client agrees to indemnify me against all liabilities and costs arising out of such damage and its repair, except to the extent caused by my negligence. I will conduct the 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 me for all costs to perform restoration work required by the Client.
6. **Samples.** *I can only know conditions for what and where I test.* You'll pay me for special sample handling. I 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 me for storage beyond 30 days, special storage conditions, and costs to ship samples. Client will pay me for all special disposal costs, including the cost to return samples to the Client. Test results obtained by me on samples apply only to the samples tested for the conditions under which they were tested.
7. **Hazardous Materials.** *I won't own hazardous materials from your site.* I do not provide assessments of the presence of environmental contaminants unless expressly indicated in our written agreement. Client will advise me of any and all known contaminants and hazardous materials before I provide any services involving those materials. Before any hazardous or contaminated materials are removed from the site for analysis or disposal, the Client will sign a manifest that names the Client as the generator of the waste (or will arrange for the generator to sign). I 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. I 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 My Responsibility.** *I'm not responsible for things I don't do or control.* I will not be responsible for the acts or omissions of any others, except for my employees and subconsultant(s). I will not supervise, direct or have control over any other contractor's work. I 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 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 I do 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 me to do approved extra work if necessitated 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. I 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, I will be entitled to terminate my services with 5 days notice and to be equitably and immediately

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compensated for services already performed. In the event of an emergency, I may take immediate steps to protect public safety, health and the environment, and will be equitably compensated for its work by the Client. I 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 my reasonable control. The Client will compensate me 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 me are instruments of service and will remain my 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 me 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 me against any liabilities resulting there from. Any technology, methodology, or technical information learned or developed by me will remain its property.
11. **Confidentiality and Subpoenas.** *I 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 my 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 I believe is necessary to perform my services, comply with professional standards to protect public safety, health and the environment, and to comply with laws and court orders. I will make reasonable efforts to notify the Client prior to any disclosure except as necessary to perform these services. Information available to the public and unprotected information acquired from third parties will not be considered confidential. The Client will reimburse me to respond to any subpoena or governmental inquiry or audit related to the services at my standard rates then in effect.
12. **Insurance. I am a sole proprietor and do not carry workers' compensation, commercial general liability, automobile liability, or professional liability insurance.** I can 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 me for anything except my own negligence.* Client agrees to hold harmless, indemnify, and defend me and my 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. <u>My liability with regard to any services I provide is limited solely to the monetary, contracted cost of those services</u>.** *Your verbal and/or written* notice to proceed *or acceptance of any attached contract or work order constitutes an explicit acknowledgment and acceptance of this limitation.* This limitation applies to any and 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. Furthermore, no claim will be valid if presented to me more than three years after substantial completion of the services or, if shorter, the applicable statute of limitations period. I 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. I will not be liable to anyone for injuries or deaths of any persons.
15. **Disputes.** *I want disputes settled quickly and fairly.* All disputes between the Client and me 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.