

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

February 6, 2026

Mr. Bryce Stephens
Lexis Management Team
Kin Living
139 SE Taylor Street
Portland, Oregon 97214

**SUBJECT: 2026 Environmental Cap Inspection at Lexis Condominiums,
1125 NW 9th Avenue, Portland, Oregon 97209**

Dear Mr. Stephens and Ms. Boldyreva,

Per my Proposal and Contract, dated January 14, 2026, I have prepared this report summarizing our January 22, 2026 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 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 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 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 me that they were not interested in continuing the annual inspections, so I agreed to conduct the inspection in 2023, 2024, 2025, and again this year.

Areas of Observation/Inspection:

I 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.
-

- 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., environmental consultant.

Inspection Requested By:

Mr. Bryce Stephens
Management Team, Kin Living (Property Managers)

Inspection Date: January 22, 2026

I 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

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. 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
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
No	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, 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. In addition, no areas of groundwater seepage were noted in the walls or floors of the basement parking garage.

Michael T. O'Connor, R.G.

Environmental Consultant

3123 SE 9th Avenue, Portland, Oregon 97202

Phone 971.344.5953 mtopdx@gmail.com

I do not recommend additional inspections other than an annual re-inspection in 2027. The soil and concrete cap at the Property are apparently intact and are functioning as intended.

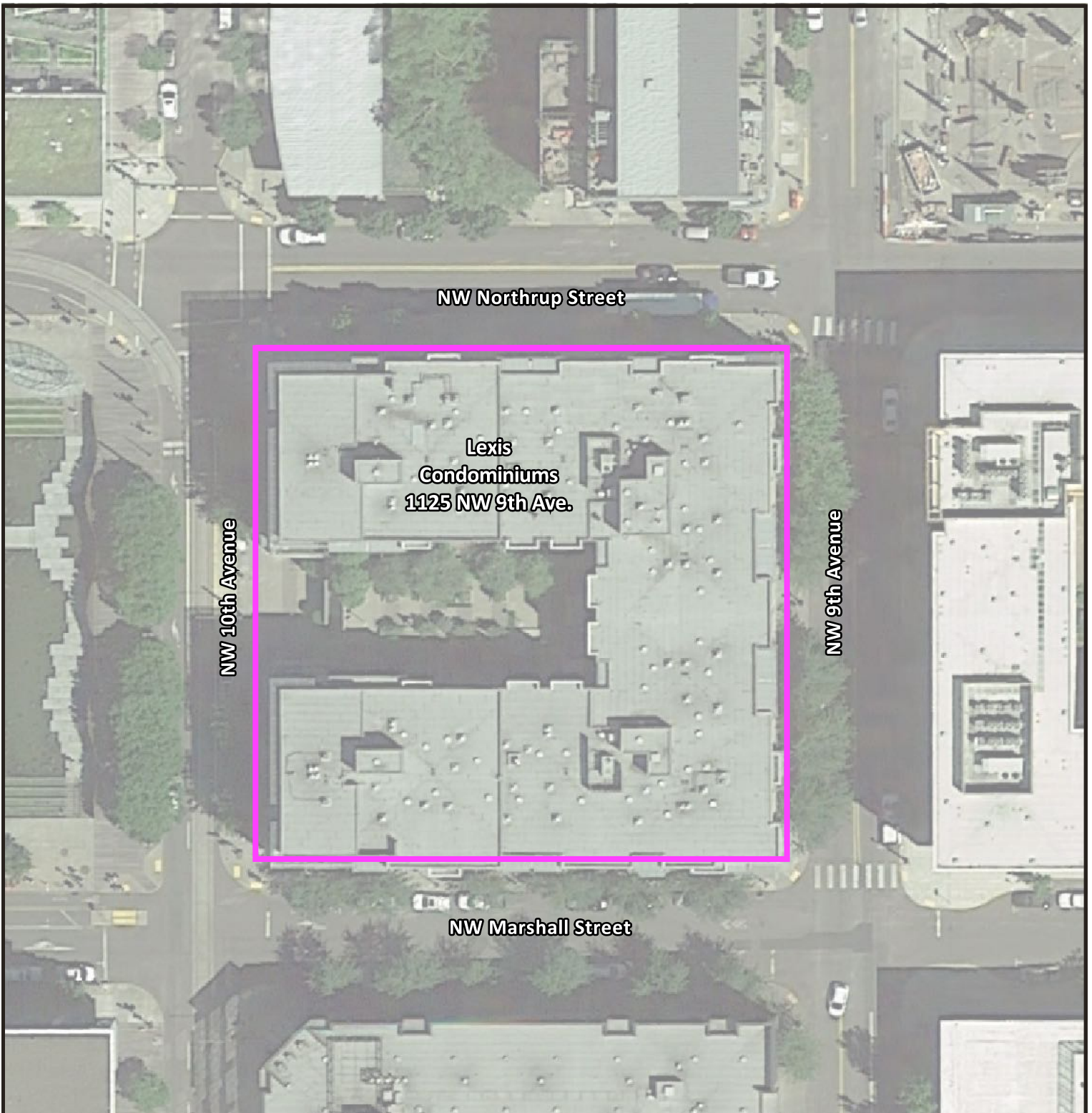
If there are any comments or questions, please contact the undersigned. Thank you for the opportunity to provide this inspection.

Sincerely,



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





Aerial Photograph Source: Google Earth

LEGEND

 **Property Boundary**

FIGURE 1. Project Location - Lexis Condominiums

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



February 2026

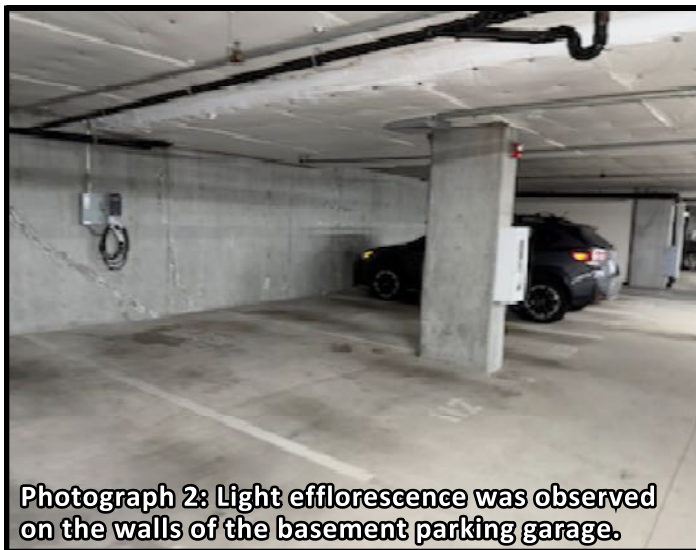


Project 1598

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



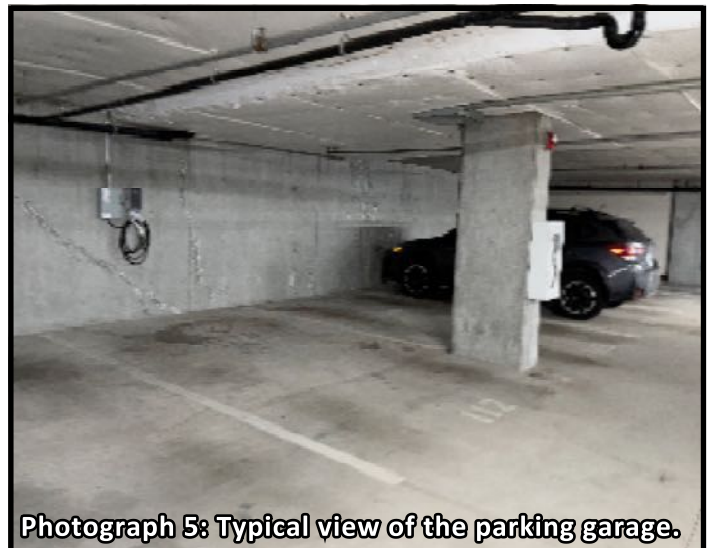
Photograph 2: Light efflorescence was observed on the walls of the basement parking garage.



Photograph 3: The caulking at the wall-sidewalk interface was in excellent condition.



Photograph 4: A typical tree well.



Photograph 5: Typical view of the parking garage.

Site Photographs

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



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Environmental Consultant

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Portland, Oregon 97202

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Project 1598

February 2026

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 1 1/2 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

- 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. My liability with regard to any services I provide is limited solely to the monetary, contracted cost of those services.** *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.

Michael T. O'Connor, R.G.

Oregon Registered Geologist and Environmental Consultant

CONTACT

(971) 344-5953
mtopdx@gmail.com
Portland, Oregon

EDUCATION

Bachelor Degree, Geology
University of Massachusetts
Amherst, MA 1986

PROFESSIONAL LICENSURE

Oregon Registered Geologist
G1998

SKILLS

- Environmental Assessments
- Soil & Groundwater Investigations
- Budget development and tracking
- Lead pipeline development
- Marketing strategy development
- Contract negotiation
- Staff training and mentorship
- Environmental project & staff oversight
- Talent acquisition

PROFESSIONAL PROFILE

Pacific Northwest licensed geologist, client executive, and environmental consulting veteran with \$millions in career revenue, hundreds of career environmental assessments and investigation reports, and dedicated membership in key industry networking groups. Demonstrated expertise with all phases of environmental assessment, customer service, revenue growth, client management, and staff acquisition & mentorship

WORK EXPERIENCE

Vice President and Business Development Engineer

CREtelligent | Gold River, CA | 2021-2022

Merged successful Oregon-based environmental consultancy with California-based national environmental due diligence platform-as-a-service, with transitional role as VP, Business Development Engineer.

- Oversaw acquisition of new clients through digital marketing, proposal generation, and project oversight for six states across the Intermountain West.
- Helped triple company revenue and double staff over 18 month period with improved marketing and customer engagement strategies.
- Services included all phases of CERCLA Environmental Site Assessment, including soil, soil vapor, and groundwater investigations, property condition assessments, and a first-to-market suite of environmental prescreen reports.

Founder, President, and Principal Geologist

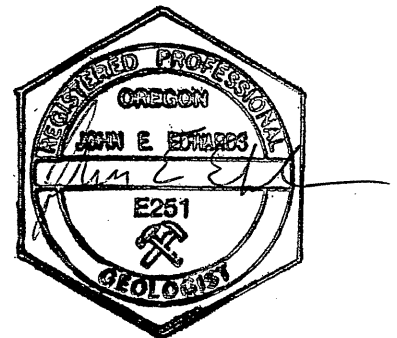
Assessment Associates, Inc. | Portland, Oregon | 2006-2021

- Founded regional environmental consultancy in 2006, managing a staff of geologists, engineers, and project managers who conducted over 850 projects for hundreds of clients over a 15-year period.
- Clients included mining interests, governments, conservation groups, tribes, real estate investors, manufacturers, retail outlets, and lenders.
- Conducted all phases of environmental due diligence services for commercial real estate transactions, with hundreds of satisfied clients and regulators.
- Managed business finances, keeping operations on sound financial footing with careful supervision.
- Completed marketing and operations setup, determining brand persona and establishing workspace.
- Developed creative ideas to position organization as industry leader.
- Analyzed competition to recommend strategic moves for business.
- Grew market reach by organizing and approving promotional campaigns.
- Increased company revenue with improved marketing and customer engagement strategies.

**POST CONSTRUCTION
CAP INSPECTION AND MAINTENANCE PLAN
FOR RESIDENT BUILDING BLOCKS**

**HOYT STREET YARDS
PORTLAND, OREGON**

Prepared for
Hoyt Street Properties, LLC
809 NW 11th Ave
Portland, Oregon 97209



Prepared by
Anchor Environmental, L.L.C.
6650 SW Redwood Lane, Suite 110
Portland, OR 97224

December 2004

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Figure 1: Site Vicinity Map

Figure 2: Site Map Showing Completed and Planned Developments

Figure 3: Street and At Grade Foundation Profile

Figure 4: Street and Underground Parking Profile

Appendix A – CAP INSPECTION REPORTING FORM

1 PURPOSE

Hoyt Street Yards is a high density residential and commercial development being constructed on a former railyard in downtown Portland, Oregon. The location of the Hoyt Street Yards development is shown on Figure 1. Because some of the soil on the site is contaminated with petroleum fuels from past railroad activities, the soil is being covered with a permanent cap to protect current and future residents and visitors from contact with contaminated soil. For the completed blocks the concrete building foundation, sidewalk, and landscaping function as the permanent cap.

The purpose of this Plan is to provide the requirements and protocols for the annual inspection and reporting of the ability of the cap to prevent exposure to the underlying soil. This Plan does not include the protocols for inspection and maintenance of the public streets and parks, which are the responsibility of the City of Portland. This Plan covers the annual assessment of the building foundations to function as a protective cap, but does not include an assessment of structural integrity of foundations for building support.

This Plan is intended to cover annual inspection and reporting for the building blocks completed to date and will apply to future Hoyt Street Yards blocks when those buildings are completed. Implementation of this Plan by the property owner is a condition of each License and Declaration of Restrictions that has been recorded in the property deed records.

This Plan covers all developed blocks in the Hoyt Street Yards development north of Lovejoy Avenue, except Block 10, the multi-story residential building named Lovejoy Station. The current owner of the Lovejoy Station block is required to prepare a "DEQ approved monitoring and Maintenance plan" pursuant to Section 2.D of the Block 10 Prospective Purchaser Agreement.

2 BACKGROUND

The location and boundaries of the Hoyt Street Yards residential and commercial development are shown on Figure 2. The development plan includes blocks with multistory apartment and condominium residences that have commercial tenants on the first floor. The development also includes city streets, public parks, and an electric streetcar.

The map on Figure 2 shows that the development is divided into phases 1 through 5. The map also shows that two buildings have been completed on blocks 8 and 11 in Phase 1 and on blocks 10 and 13 in Phase 2. Those buildings are currently occupied. At the time of preparation of this plan there are buildings under construction on block 16 in Phase 3 and block 14 in Phase 4. All of the streets have been completed in Phases 1, 2, 3, and 4. Completion of the development through Phase 5 will take several more years.

Burlington Northern and Santa Fe Railroad (BNSF) formerly owned and operated a railroad operations and maintenance facility, called the Hoyt Street Yards, on approximately 26 acres in northwest Portland, Oregon. The boundary of the former railyard is approximately the same as the boundary of the Hoyt Street Yards development as shown on Figure 2.

The cleanup of the railyard has been in progress for several years and is being done under the Consent Decree for the Hoyt Street Yards site (Stipulation and Consent Decree, Multnomah County Circuit Court Case No. 0202-01268). The ROD specified that the cleanup of the soil be conducted under a remedial design and remedial action workplan to be in effect during construction of the Hoyt Street Yards residential development.

Anchor Environmental, LLC prepared the June 2002 Soil Remedial Design and Remedial Action (RDRA) Workplan (RDRA Workplan), which contains the requirements for soil cleanup activities being completed during development of the property.

In the Consent Decree and in Section 7.2.1 of the ROD, DEQ requires preparation of a Plan specifying the long-term inspection and maintenance requirements for the cap. The Plan is also required to establish how the inspection report would trigger required maintenance to assure the integrity of the cap.

3 CAP SPECIFICATIONS

For the completed blocks the cap is constructed of the concrete building foundation and the concrete sidewalk. According to HSP, the areas underlain by landscaping are backfilled with imported granular fill material that is compacted, and then overlain with soil imported by the landscape contractors. Site soil is not used as fill overlying the building foundations or to construct the landscape areas. Therefore the landscape areas on the completed blocks do not

require environmental monitoring. The concrete building foundation and sidewalk cap specifications are in the Soil RDRA Workplan and are described below.

Sidewalks and building foundations: These structures provide the protective cap for the developed blocks and prevent exposure to the underlying contaminated soils. There are two general classes of structural caps that will be used on the building blocks, and these are shown on Figures 3 and 4.

Figure 3 shows the sidewalk and at-grade concrete foundation profiles that will be constructed where the buildings do not have underground parking. Figure 4 shows the sidewalk and foundation options that would be built at those buildings with underground parking. Figure 4 shows one underground parking option with the vaulted garage extending under the sidewalk to the curb. The sidewalks that overlie vaulted underground garage space are not part of the cap. The other underground parking option on Figure 4 shows the garage extending only to the building edge of the sidewalk.

All of the Hoyt Street Yards building block caps fall under one of the specifications described above. The capping option for each undeveloped building block, (i.e. underground parking or at-grade foundation), will not be decided until submittal of the construction permit applications to the City.

4 ANNUAL INSPECTION REQUIREMENTS

The effectiveness of the permanent cap is dependent upon limiting human exposure to subsurface soils. The purpose of the site inspections is to monitor engineering controls intended to limit exposure to site soils.

Inspection, reporting, and maintenance of the privately owned building foundation on each block will be the responsibility of the homeowner association at each building. In addition, sidewalks that are part of the cap will be included in the required inspection, reporting and maintenance, even if they are within the public right-of-way. The homeowner association will contract with an engineer or engineering geologist licensed in Oregon to do the inspection.

The inspection will be performed annually and will cover all areas of the parking garage, building foundation, and sidewalks that serve as a cap on and around each private block. The sidewalks that overly vaulted garage space are not part of the cap and will not be included in the inspection.

For the concrete foundation walls and sidewalks, the inspector will note any cracks or unusual weathering that show the potential to allow soil to migrate through the cap or allow direct exposure to soils. For the landscape areas, the inspection will look for areas where there are holes, animal burrows or cracks that could expose the underlying soil.

Surface water drainage features will be inspected to prevent potential water damage to the cap. The inspections will include observations of blockage of the drainage paths and catch basins, and erosion or rutting caused by inadequate drainage control. These items and maintenance requirements are included in the attached inspection checklist of the Cap Inspection Report.

The inspections will include observations of groundwater seepage areas and potential problems. This topic is included in the inspection checklist of the Cap Inspection Report.

The findings of the inspection will be documented by the inspector on the Cap Inspection Report shown in Appendix A. The inspection report will constitute the annual report that will be provided to DEQ. In all cases the inspector will photograph any suspect areas and include the photos and description in the annual Cap Inspection Report. The inspector will include a map of suspect areas that is linked with the photos. The inspection report describes specific features for review related to landscape areas and hardscape areas, i.e. building foundations and sidewalks. Suspect features will be documented in the annual report in a way that will allow the inspector to identify and recheck the areas on subsequent inspections. The inspection report is designed to require the inspector to assess whether maintenance is required. The inspection report also has a requirement to include a repair record, for those areas needing maintenance, if any.

5 MAINTENANCE REQUIREMENTS

The annual inspection report divides possible problem areas into two categories: (1) areas to be reevaluated in future inspections; and (2) areas that require repair immediately. For any areas where the inspector determines that soil is currently exposed or migrating through the cap, the inspector will provide a written early action memo to the homeowners association within 24 hours of the inspection. The homeowner association will be responsible for repair of the areas identified in the early action memo within one week of receiving the early action memo. The homeowner association shall provide DEQ with a copy of the early action memo within one week of receiving the memo from the inspector, but shall not wait for DEQ approval to implement repairs.

If damaged, the surface cap must be repaired. The cap repair should be designed to return the cap material to a level of protectiveness equivalent to the original design and construction specifications. For example, if the cap is breached by excavation, the following program for restoration of the cap must be implemented.

1. Backfill the excavation to the level of the concrete sidewalk or building foundation.
Compact fill as required to minimize settlement.
2. Replace concrete sidewalk or foundation to original condition.

6 REPORTING AND RECORDS MANAGEMENT

The annual inspection report will be submitted to DEQ by March 1st of each year. The annual report will include a list of suspect areas to be reinspected the following year and documentation of any repairs completed that were recommended in the early action report. The homeowner association must maintain copies of the inspection reports for at least five years. Any non-priority maintenance tasks recommended in the annual report must be carried out by December 31 of the year of the inspection.

The homeowner association will retain the inspector who performed the annual inspection to check the adequacy of the required maintenance or repair work. Documentation of the completed repairs or maintenance will be made in the inspection report of the following year.