

**Cap Inspection and Maintenance Plan
Amy's Kitchen Facility
441 West Antelope Road
White City, Oregon 97503**

Prepared for

W.P. Carey Inc., and its successors, affiliates, and assigns and
Amy's Kitchen



June 2025

ParametriX

Cap Inspection and Maintenance Plan Amy's Kitchen Facility WP Carey Property White City, Oregon

Prepared for

W.P. Carey Inc., and its successors, affiliates, and assigns and Amy's Kitchen

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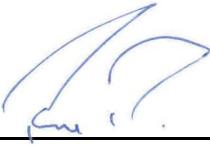
June 2025 | 273-5110-006

Citation

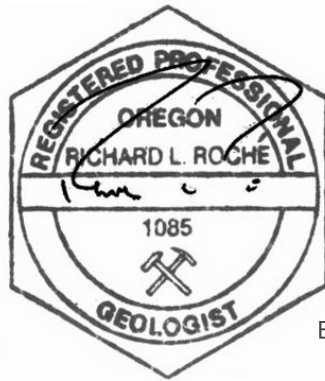
Parametrix. 2025. Cap Inspection and Maintenance Plan
Amy's Kitchen Facility, 441 West Antelope Road, White City
Oregon 97503. Prepared for W.P. Carey Inc., and its
successors, affiliates, and assigns and Amy's Kitchen
by Parametrix, Portland, Oregon. June 2025.

Certification

The technical material and data contained in this document were prepared under the supervision and direction of the undersigned, whose seal, as a professional engineer licensed to practice as such, is affixed below.



Prepared by Richard Roché, RG



Expires 11/30/2025



Approved by Barry Johnson, PE



EXPIRES: 6/30/2025

Contents

- 1. Introduction..... 1
- 2. Background..... 2
 - 2.1 Site Location and Description 2
 - 2.2 Regulatory History and Site Development 2
 - 2.2.1 2005 Amy's Kitchen Facility Construction 2
 - 2.2.2 2014 Expansion Project 2
 - 2.3 Contaminants of Potential Concern 3
- 3. 2023 Amy's Kitchen Facility Site Remedial Action 3
 - 3.1 Soil Cap 3
 - 3.2 Asphalt Cap 3
- 4. Cap Inspection and Maintenance Program 4
 - 4.1 Inspection Personnel 4
 - 4.2 Inspection Frequency 5
 - 4.3 Cap Maintenance..... 6
 - 4.3.1 Soil Cap..... 6
 - 4.3.2 Asphalt Cap 6
- 5. Cap Restoration 7
 - 5.1.1 Soil Cap..... 7
 - 5.1.2 Asphalt Cap 7
- 6. Contaminated Soil/Debris Management..... 7
- 7. Notification and Reporting 8
- 8. Recordkeeping..... 8
- 9. Easement and Equitable Servitudes (EES) 9
- 10. Revisions to this Plan..... 9
- 11. References..... 10

FIGURES

Figure 1. Site Location

Figure 2. Site Map

APPENDICES

- A Site Inspection and Maintenance Form
- B Easement and Equitable Servitudes (EES) Documents

1. Introduction

This Cap Inspection and Maintenance Plan (CIMP) has been prepared for a cap installed in 2023 on the Amy's Kitchen site located at 441 West Antelope Road in White City, Oregon (Figure 1) (Amy's Kitchen Facility Site). The property is owned by OUI CHEF (MULTI) LP (W.P. Carey), a Delaware limited partnership c/o W.P. Carey Inc. and leased to Amy's Kitchen for use as an organic and vegetarian convenience and frozen foods manufacturing facility. Specific areas of the site include buried waste and required the placement of additional soil to achieve a minimum of 12 inches of clean soil overburden. In addition, an asphalt cap was placed in two smaller areas near the facility entrance in 2023.

A Removal Action Decision (RAD) prepared by Oregon Department of Environmental Quality (DEQ 2005) as part of the development of the Amy's Kitchen facility in 2005 specified institutional controls to ensure the maintenance of the former Whetstone Landfill and adjacent Amy's Kitchen properties. The Construction Soil Management Plan (Parametrix 2005a) included in the 2005 RAD described management of soil and debris during construction on the Amy's property, which was completed in two phases in 2005 and 2014. The Landfill Consolidation Plan (Parametrix 2005b) described methods for management and consolidation of soil and debris placed on the former Whetstone Landfill. The RAD requires preparation and DEQ approval of Inspection and Maintenance Plans for the:

- Former Whetstone Landfill - owned by the City of Medford and includes consolidated landfill materials and an overlying asphalt paved cap.
- Amy's Kitchen Facility Site – currently owned by W.P. Carey and leased to Amy's Kitchen. In September 2023 Knife River Corporation, under contract with Amy's Kitchen, placed soil and asphalt caps on the portion of the property that included less than 12 inches of clean soil over waste materials.

This CIMP has been prepared for the Amy's Kitchen Facility Site. A separate plan has been prepared for the Former Whetstone Landfill site (Parametrix 2024a), which is not part of the Amy's Kitchen Facility Site.

The primary purpose of this CIMP is to define procedures and protocols for inspections and maintenance to ensure the integrity of the engineered cap on the Amy's Kitchen Facility Site.

If the Amy's Kitchen Facility Site is sold or transferred to new ownership, any subsequent owner of the property is required to comply with the Amy's Kitchen Facility Easement and Equitable Servitudes (EES) and this Inspection and Maintenance Plan.

2. Background

The following sections provide a summary of the site location and description, regulatory history, and landfill debris consolidation project.

2.1 Site Location and Description

The Amy's Kitchen Facility Site and adjacent former Whetstone Landfill site are located west of unincorporated White City, Oregon. The property that includes the Amy's Kitchen Facility Site encompasses approximately 50 acres and is bounded on the east by Antelope Road, on the west by Whetstone Creek, on the south by vacant land, and on the north by the Central Oregon & Pacific Railroad. The former Whetstone Landfill is an 8.1-acre property owned by the City of Medford and leased by Amy's Kitchen. Historically landfill debris material extended beyond the current 8.1-acre Whetstone Landfill, including the northern portion of the property currently occupied by the Amy's Kitchen facility. In 1989, most of the debris material that extended onto the northern portion of the property currently occupied by the Amy's Kitchen facility was consolidated onto the 8.1-acre former Whetstone Landfill property. Figure 1 shows the locations of the Amy's Kitchen facility and former Whetstone Landfill.

2.2 Regulatory History and Site Development

As discussed below, the Amy's Kitchen facility was constructed in two phases completed in 2005 and 2014.

2.2.1 2005 Amy's Kitchen Facility Construction

The 2005 development included the construction of a 137,500-square-foot processing building, 9,200 square feet of warehouse space, 10,000 square feet of office space, an 18,000-square-foot loading dock, the southeast half of the automobile parking area (approximately 329 spaces), and associated site improvements. During this phase of the project, up to 27,000 cubic yards of soil and debris from the Amy's Kitchen Facility Site were removed and consolidated onto the former Whetstone Landfill property. The landfill was capped using 3 inches of asphalt onto the parking area and 12-inches of clean soil in areas to be landscaped. Figure 2 shows the completed buildings and parking area.

2.2.2 2014 Expansion Project

The 2014 construction included expansion of the Amy's Kitchen facility, and the asphalt parking area located on the former Whetstone Landfill (Figure 2). Approximately 81,000 square feet of paved parking designed for approximately 174 additional automotive parking spaces were added on the former Whetstone Landfill site. Soil and fill materials excavated from the Amy's Kitchen Facility Site were used as fill to obtain grade needed for the additional parking area. The parking area on the former Whetstone Landfill site was capped using 3 inches of asphalt. The completed parking area is shown on Figure 2.

2.3 Contaminants of Potential Concern

Previous investigations on the former Whetstone Landfill property and the current Amy's Kitchen Facility Site were completed for soil, groundwater, and soil gas (Marquess & Associates 2014). The investigations on the current Amy's Kitchen Facility Site included the completion of 89 test pits to depths ranging from 2 to 17 feet below ground surface (bgs), the collection of soil and groundwater samples from the test pits, subsurface mapping using ground penetrating radar, and the collection of 36 soil gas samples from boreholes. Based on the findings of the investigations, lead was identified as a contaminant of potential concern in soil on the current Amy's Kitchen Facility Site. No contaminants of potential concern were identified in groundwater or soil gas.

3. 2023 Amy's Kitchen Facility Site Remedial Action

A remedial action was completed on the Amy's Kitchen Facility Site in September through October 2023. The remedial action included the placement of a soil cap on the undeveloped southeast portion of the property and an asphalt cap in two smaller areas of the main facility (Figure 2). This remedial action was completed in accordance with the DEQ-approved Corrective Action Plan (CAP) dated March 15, 2023, and documented in a CAP installation report (Parametrix 2024b).

The general procedures of the capping project are described below.

3.1 Soil Cap

A soil cap was constructed in 10 pre-defined grid areas that are shown in yellow shading on Figure 2. The DEQ-approved CAP required the placement of additional soil to achieve a minimum of 12 inches of clean soil overburden in all areas of the site. Depending on location, 2 to 11 inches of clean soil were required to achieve the 12 inches of clean soil overburden. The following methodology was utilized during construction:

- The elevations of the 10 cells were field checked in several locations prior to soil placement.
- Clean soil was imported to the site by Knife River Corporation and graded to achieve no less than the minimum thickness (12 inches).
- Knife River Corporation track-walked the equipment over the area for sufficient compaction and stabilization.
- The elevations of the 10 cells were field checked in several locations after soil placement to confirm cap thickness.
- The area was allowed to be covered with natural grasses and vegetation.

A total of approximately 3,200 cubic yards of fill material were placed and graded in the 10 cells.

3.2 Asphalt Cap

As shown on Figure 2, two grid cells directly east of the main building and adjacent to W. Antelope Road (TP-12 and TP-19) were capped using asphalt. The thickness of clean soil overburden in the two cells prior to asphalt placement was approximately 6 inches. The asphalt cap in these areas was

necessary (rather than placing 6 inches of additional soil) to support facility operations and vehicular and equipment traffic. The following methodology was implemented during construction:

- Knife River cut and removed approximately 5 inches of the overburden material (gravel, not waste debris) in each of the two areas and prepared the areas for paving.
- The cut material was placed in fill areas to achieve the minimum thickness required.
- Knife River paved the two areas with "C" mix asphalt approximately 5 inches in depth.

4. Cap Inspection and Maintenance Program

As part of the final remedy requirements, an inspection and maintenance program has been developed for the Amy's Kitchen Facility Site. The purpose of the inspection program is to:

- Document the integrity of the final cover (cap) components.
- Identify other conditions that could result in exposure to waste debris and/or migration of contaminated soil or debris.
- Conduct maintenance as necessary to maintain integrity of the cap.

The following sections include the specifics of the inspection program.

4.1 Inspection Personnel

W.P. Carey (or future owner or designee, as applicable) is ultimately responsible for assigning an Inspection and Maintenance Coordinator (Landowner IMC) to conduct inspections, and coordinate maintenance and repairs as set forth in this plan. During the time that Amy's Kitchen, or any other tenant, occupies the Amy's Kitchen Facility Site, W.P. Carey will ensure that Amy's Kitchen, or any other tenant complies with the Cap Inspection and Maintenance Program. The Landowner IMC will be currently the primary point of contact and will be responsible for the completion of cap monitoring activities and/or for appointing staff to conduct additional monitoring as specified in this plan, except during the time that Amy's Kitchen, or any other tenant, occupies the Amy's Kitchen Facility Site and will comply with the Cap Inspection and Maintenance Program. The Landowner IMC will maintain inspection reports provided to it by Amy's Kitchen or other tenant leasing the Amy's Kitchen Facility Site and shall represent the point of contact for W.P. Carey (property owner) for the DEQ.

The contact information for the Landowner IMC for W.P. Carey is listed below:

Landowner Inspection and Maintenance (IMC) Contact Information

Name: Nicolas Isham
Title: Managing Director
Organization: W.P. Carey
Phone: 1 (212) 492-1153
Email: nisham@WPCAREY.COM

Amy's Kitchen is currently leasing the Amy's Kitchen Facility Site from W.P. Carey for use as an organic and vegetarian convenience and frozen foods manufacturing facility. On behalf of W.P. Carey, Amy's Kitchen will be primarily responsible for implementation and compliance with the Cap Inspection and Maintenance Program, including communications with and notifications to DEQ,

drafting and submitting reports, documenting inspections, and conducting the inspections and maintenance while leasing the Amy's Kitchen Facility Site from W.P. Carey Inc. To implement these requirements, Amy's Kitchen is responsible for assigning an Inspection and Maintenance Coordinator (Primary IMC) to conduct inspections, and coordinate maintenance and repairs as set forth in this plan. The contact information for the Primary IMC for Amy's Kitchen is listed below:

Amy's Kitchen Inspection and Maintenance Coordinator (IMC) Contact Information

Name: Jason Rowe
Title: Plant Engineering Manager
Organization: Amy's Kitchen, Inc,
Phone: 541-831-3083
Email: jason.rowe@amys.com

If ownership or inspection and maintenance contact information changes, this CIMP should be revised and submitted to DEQ for review and for their records.

DEQ Contact Information

Cleanup Program Manager
Department of Environmental Quality
165 E. 7th Avenue, Suite 100
Eugene, OR 97401
Email: unassigned.cleanup@deq.oregon.gov

4.2 Inspection Frequency

The inspection program is primarily used to assess the integrity of the overlying cap (soil and asphalt) to determine possible deterioration issues or other concerns associated with the isolated materials.

Formal cap inspections will be conducted by the Primary IMC or Landowner IMC:

- Initial inspection in Fall 2025
- Annual inspections each March, starting in 2026

It is expected that inspections will be conducted on an annual basis until further notice or otherwise approved by the DEQ. After the first five-year monitoring period, the frequency of inspection may be re-evaluated in coordination with DEQ.

Inspections outside of the normal baseline events may also be conducted for the following scenarios:

- Local seismic event of magnitude 6 or greater.
- Periods of extreme rainfall or flood events (i.e. 100-year storm events or similar) that could impact flooding along Whetstone Creek or overland stormwater flow with potential to impact landfill cap areas.

The Inspection and Maintenance form is included in Appendix A and will be used to document the inspections. Notes and photographs will also be collected, as necessary. As part of each inspection, corrective actions will be identified and recommended, as needed. Completion of all corrective actions will be documented on the inspection form. The completed inspection reports with all supporting documentation, including photographs, maintenance records, and corrective actions, will

be maintained in W.P. Carey and Amy's Kitchen's electronic files. The full report and all supporting documentation can be provided to DEQ upon request.

4.3 Cap Maintenance

Monitoring and maintenance procedures for areas capped by soil and asphalt are summarized below.

4.3.1 Soil Cap

The soil cap will be monitored for:

- Excessive erosion
- Potholes

The soil cap will be monitored for overall integrity to ensure the cover condition has not deteriorated in any fashion or is otherwise compromised. The cap will be inspected to ensure that it has remained covered with natural grasses and other surface vegetation, and intact to prevent uncontrolled contact with the underlying waste debris. Major erosion or potholing of the soil that could potentially compromise the cap will be identified and a corrective action implemented, as necessary. General soil cap maintenance guidelines are described below:

- Erosion: Areas of erosion that result in channeling deeper than 3 inches will be filled with additional soil and monitored to confirm natural grasses establish in the filled areas.
- Potholes: Areas of potholing deeper than 3 inches will be filled with additional soil and monitored to confirm natural grasses establish in the filled areas.

4.3.2 Asphalt Cap

The asphalt cap will be monitored for:

- Excessive cracks
- Fissures or potholes, or other evidence that the asphaltic concrete surface has been compromised
- Signs of deterioration, including subsidence areas or unusual elevated areas

The cap will be monitored for overall integrity to ensure the cover condition has not deteriorated in any fashion or is otherwise compromised. The cap will be inspected to ensure that it has remained intact to prevent uncontrolled contact with the underlying contaminated soil and debris. Inspection of the cap area will also include consideration of subsidence and associated cracking and separation of asphalt features. Major cracking or fissures or separation of asphalt features that could potentially compromise the containment cap will be identified and corrective actions implemented, as necessary. General cap maintenance guidelines are described below:

- Asphalt: Cracks, alligatored areas (areas with numerous intersecting cracks), and buckling shall be regarded as deterioration requiring maintenance. Cracks shall be patched using tar or asphalt material designed for that purpose or by sealing with appropriate crack repair material. Alligatored areas larger than 100 square feet shall be removed and replaced with a minimum of 3 inches of new asphalt or other pavement. Smaller alligatored areas can be

repaired as cracks. Buckling shall be regarded as requiring maintenance if it is accompanied by cracks. Buckled asphalt shall be removed and replaced with a minimum of 3 inches of new asphalt or other pavement.

5. Cap Restoration

The soil and asphalt caps are sufficient to isolate the consolidated waste debris from direct contact with occupational workers. However, in the event that activities are conducted that penetrate or otherwise disturb a cap, it must be restored properly. Minimum requirements for cap restoration are provided below.

5.1.1 Soil Cap

Restoration of the soil cap will include:

- Importing additional soil, grading, confirming 12 inches of soil cap, and monitoring the establishment of natural grasses in the filled areas.

5.1.2 Asphalt Cap

Restoration of the asphalt cap will include:

- Areas where the asphalt cap is temporarily removed shall be covered with a new cap consisting of a minimum of 3 inches of new asphalt or another pavement.
- The cap must be restored to similar or greater quality than the existing surface and be constructed such that it prevents contact with impacted soil/debris, minimizes exposure of COPCs to stormwater, and prevents erosion of impacted soil/debris.
- For minor penetrations of the cap, such as borings through the cap, the penetration shall be immediately repaired with a minimum of 3 inches of new asphalt or cold-patch.

6. Contaminated Soil/Debris Management

It is not expected that any construction, maintenance, or other activities will penetrate the caps nor result in excavation of contaminated soil or debris. The former Whetstone Landfill does not have additional capacity. Therefore, any debris encountered during potential future site development activities on the Amy's All contaminated soil management activities will follow applicable requirements outlined in the Construction Soil Management Plan (Parametrix 2005a) prepared for the site. DEQ shall be notified of impending activities a minimum of 30 days prior to work activities and not proceed until DEQ provides written approval.

All relevant and applicable soil management activities will be employed, which include appropriate worker safety requirements and certifications (i.e., OSHA), on-site soil management, soil characterization, off-site disposal, and reporting.

7. Notification and Reporting

Amy's Kitchen, while it leases, will, on behalf of W.P. Carey (property owner), notify the DEQ prior to any project that will disturb the areas capped by soil and asphalt (as depicted in Figure 2) at least 30 days prior to starting the activity. The notification will include a general description of the activity, the location of the activity, the project schedule, and the approximate volumes of contaminated soil/debris anticipated to be managed, if any. The notification will describe the intended disposition of any excavated soil/debris (i.e., plan to properly dispose off-site).

In cases of emergency, time-critical, or non-planned activities, such as utility repair work, the City of Medford and DEQ will be notified by Amy's Kitchen, on behalf of W.P. Carey, immediately of impending activities that impact the cap.

Within 60 days following completion of each project involving cap disturbance, the management of any contaminated soil/debris will be documented in a report submitted to DEQ by email to unassigned.cleanup@deq.oregon.gov.

The report will include:

- A description of the activities that resulted in management of soil/debris including excavation locations.
- Estimated quantities of soil/debris managed.
- Results of soil sampling and analysis, if any.
- Volumes and locations of soil/debris managed off-site and bills of lading and/or hazardous waste manifests.
- Photographic documentation to show the location of the disturbed area and adequate cap restoration.

8. Recordkeeping

Amy's Kitchen, on behalf of W.P. Carey, shall maintain records documenting (1) the annual inspections described in Section 3, including any observations of cap deterioration; (2) cap restoration and maintenance activities; and (3) off-site disposal of excavated soil/debris, including waste characterization, shipping manifests and disposal certificates. W.P. Carey shall maintain records relating to (1)-(3) provided to it by Amy's Kitchen. Such documentation shall be maintained in the permanent records for the Amy's Kitchen Facility Site, provided to DEQ upon request, and disclosed to any subsequent property owner(s).

9. Easement and Equitable Servitudes (EES)

DEQ's RAD requires preparation and recording of Easement and Equitable Servitudes (EES) documents for the Amy's Kitchen Facility Site. An EES is required for the Amy's Kitchen Facility Site. The EES requires maintenance, inspection and reporting of the capped areas and restricts residential use of the property. Like the PPA, the EES is included with the land documents, and any future owners of the land will be required to abide by the EES requirements.

An EES has been prepared for the Amy's Kitchen facility site and recorded in Jackson County. A copy of the EES is included in Appendix B.

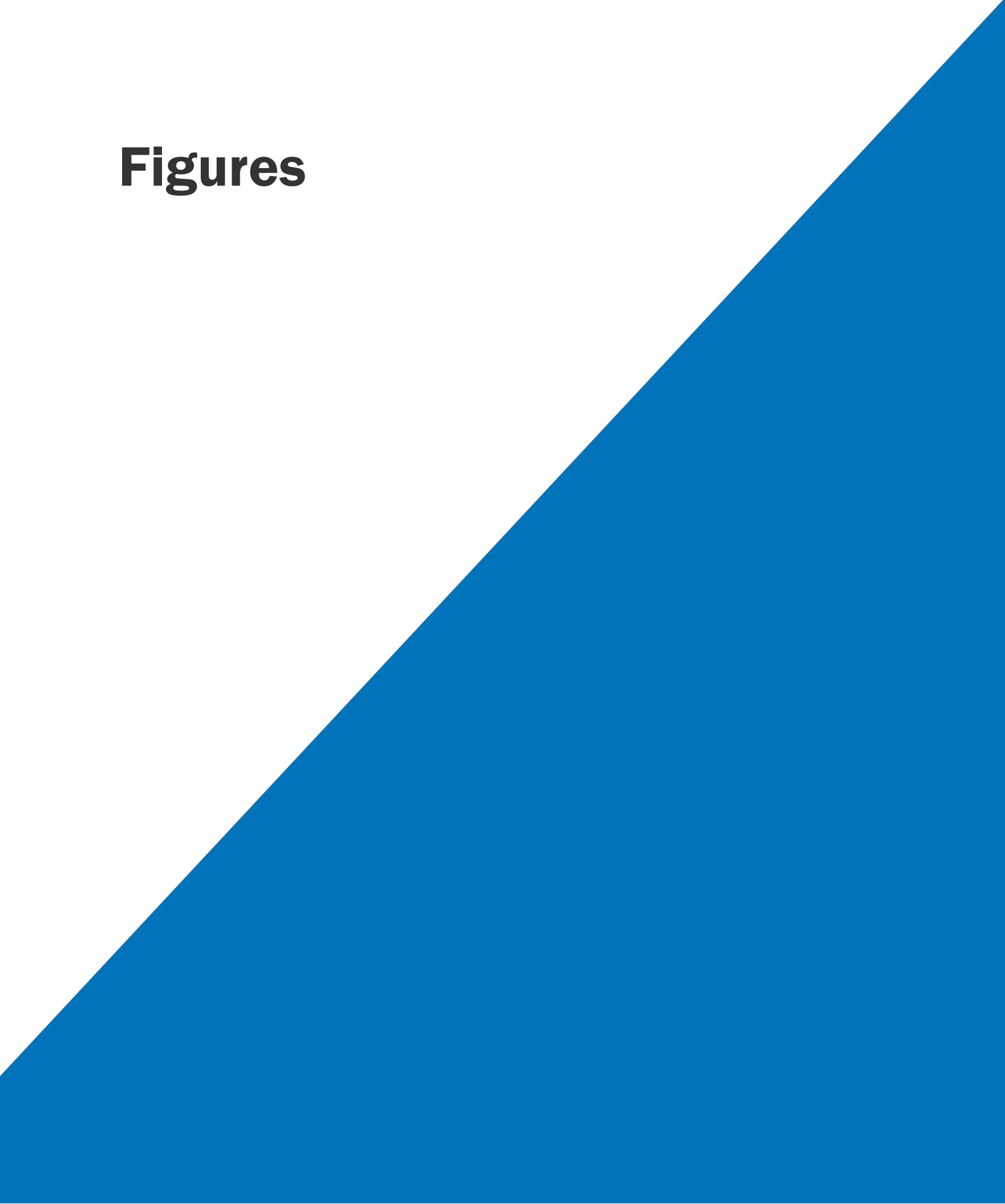
10. Revisions to this Plan

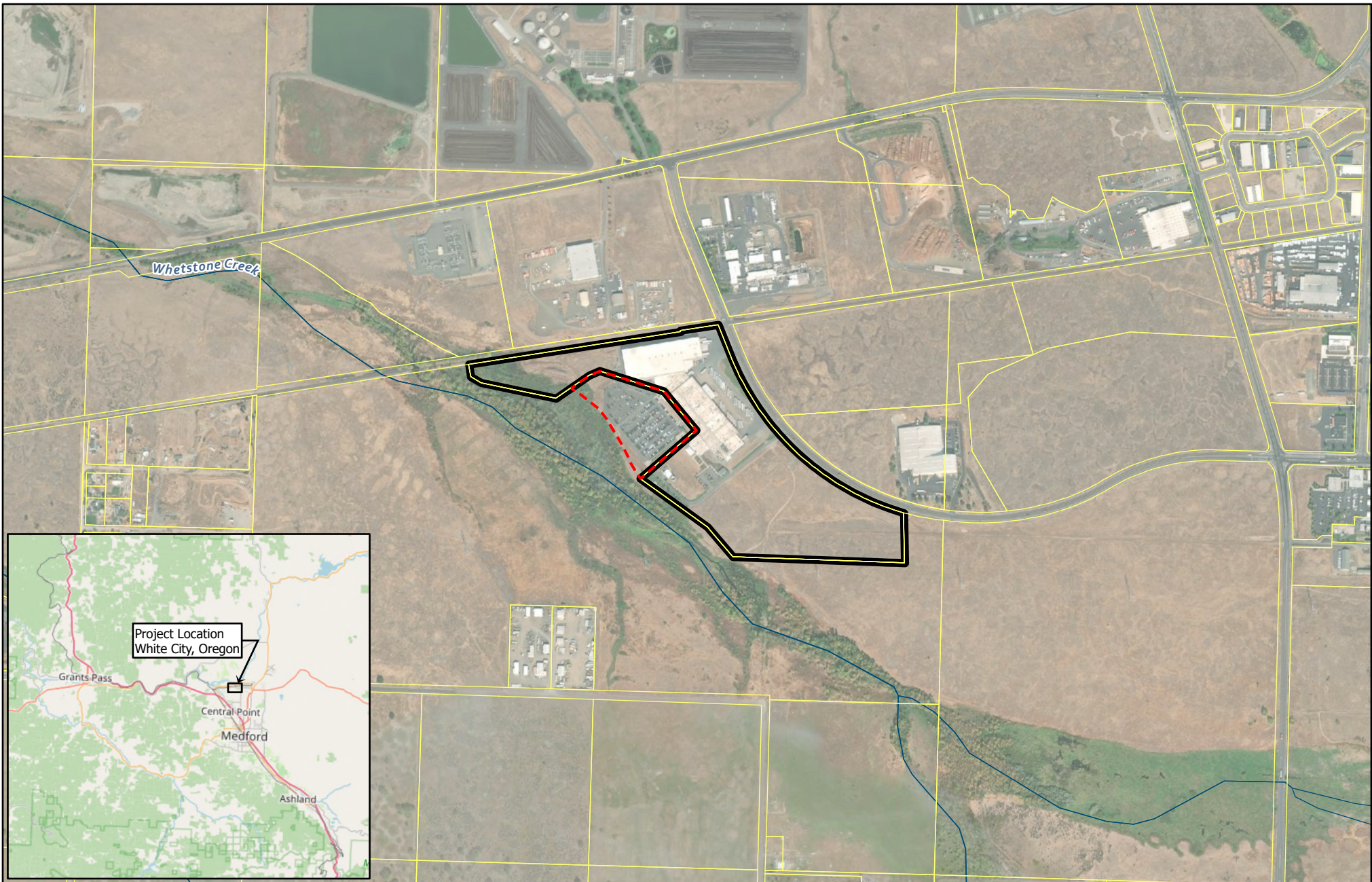
This CIMP should be updated when there are changes in ownership or when there are changes to the IMCs. A revised CIMP would also be needed following approved development activities affecting the capped areas. Revised plans should be submitted to DEQ for review and approval.

11. References

- Marquess & Associates, Inc. 2014. Soils Investigation Report, Phases I and II Manufacturing Expansions, Amy's Kitchen, White City, Oregon. Prepared for Amy's Kitchen. February 27, 2014.
- Oregon Department of Environmental Quality 2005. Removal Action Decision, Whetstone Site, White City, Oregon June 6, 2005.
- Parametrix 2005a. Construction Soil Management Plan, Proposed Amy's Kitchen Facility, White City, Oregon. Prepared for Table Rock Group. July 5, 2005.
- Parametrix 2005b. Landfill Consolidation Plan, Whetstone Site, White City, Oregon. Prepared from Table Rock Group. July 6, 2005.
- Parametrix 2005c. Phase I/II Environmental Site Assessment, Proposed Amy's Kitchen Site, White City, Oregon. May 12, 2005.
- Parametrix 2024a. Landfill Inspection and Maintenance Plan Former Whetstone Landfill White City, Oregon. October 2024.
- Parametrix 2024b. Cap Installation Report, Amy's Kitchen Facility, White City, Oregon. May 2024.

Figures





Date: 1/31/2023
 Sources: Jackson County, ESRI, OpenStreetMap
 PCS: NAD 1983 HARN StatePlane Oregon South FIPS 3602 Feet Intl
 Disclaimer: This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.






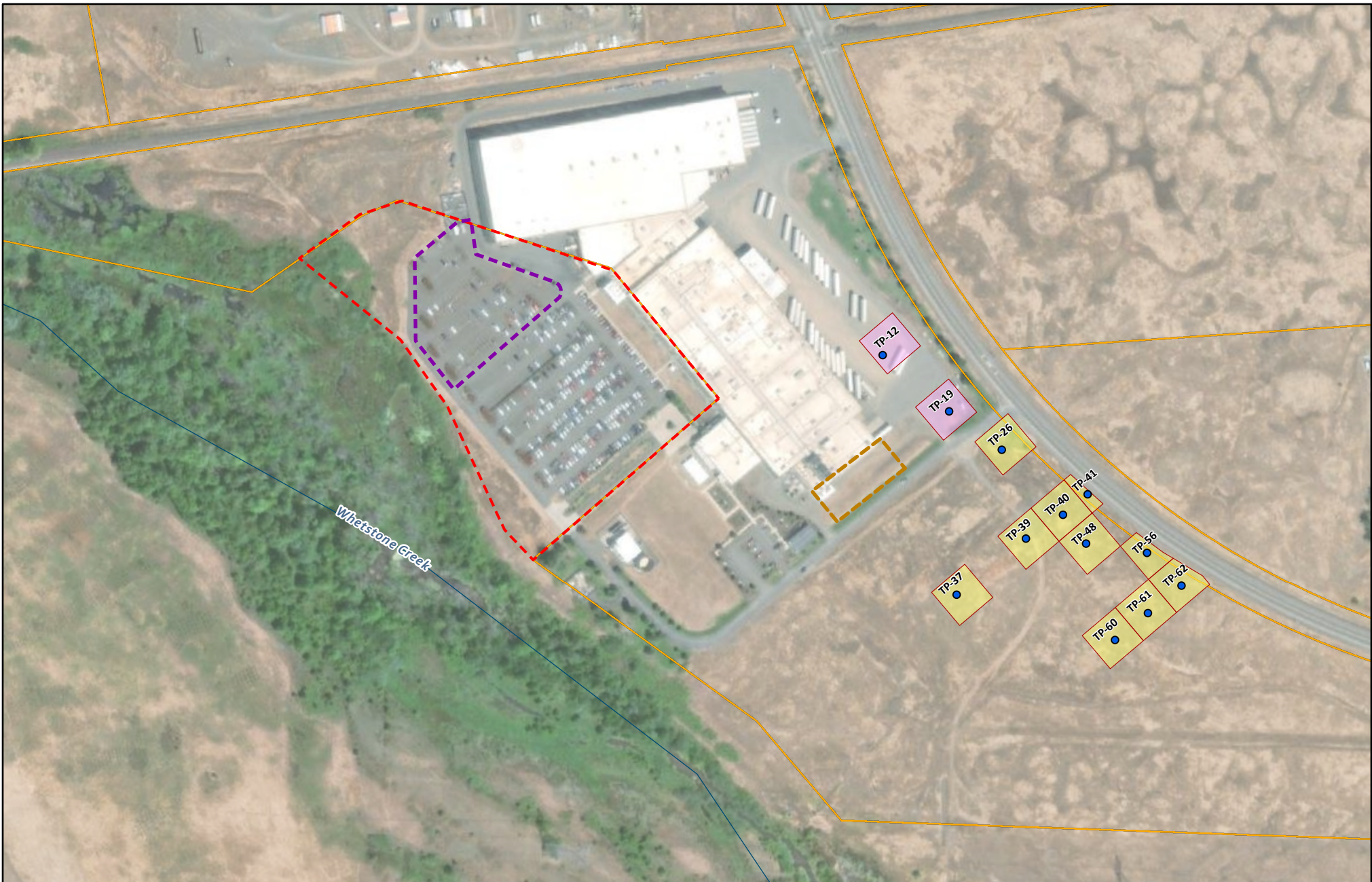
-  Amy's Kitchen Property
-  Whetstone Landfill Site Area -
Approximate Tax Lot and
Restriction Lines
-  Tax Lot

Figure 1. Site Location
 Amy's Kitchen Facility
 Soil Cap Maintenance and Maintenance Plan
 Amy's Kitchen Facility



Date: 2/14/2024
 Sources: Jackson County, ESRI, OpenStreetMap
 PCS: NAD 1983 HARN StatePlane Oregon South FIPS 3602 Feet Intl
 Disclaimer: This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

- Sample Location
- Tax Lot
- Test Pit Grid (100'x100')**
- Asphalt Capped
- Soil Capped

- - - Whetstone Landfill Site Area - Approximate Tax Lot and Restriction Lines
- - - 2014 Expansion Project Area
- - - 2014 Facility Expansion Project Excavation Area

Figure 2. Site Map
 Amy's Kitchen Facility Site
 CAP Inspection and Maintenance Plan
 WP Carey

White City, Oregon

Appendix A

Site Inspection and Maintenance Form

INSPECTION AND MAINTENANCE FORM

Amy's Kitchen Facility WP Carey Property Cap Areas

INSPECTION: **Soil and Asphalt Cap Areas on the WP Carey Property**

Annual _____ Special Inspection _____ or Follow-Up _____

Date: _____ Weather: _____

Time of Inspection: _____

Inspector(s): _____ Signature: _____

An inspection was conducted for the areas capped by soil or pavement in 2023. Areas of concern, maintenance issues, or recommended follow-up (if any) have been identified and are included on the attached site map. Photographic documentation of the inspection is also attached. For those areas needing maintenance or other corrective actions, a repair record is included.

Hardscapes – Asphaltic Concrete Area North of Facility Entrance

Condition of hardscape surface: _____

Any suspect features, such as major damage or settlement: _____

Previous area of repair observations: _____

Corrective actions necessary? _____

Descriptions of any corrective action performed and date: _____

Soil Cap Area

Condition of soil surface: _____

Condition of vegetation cover: _____

Any signs of ground disturbances, such as excavation or major erosion: _____

Corrective actions necessary? _____

Descriptions of any corrective action performed and date: _____

Appendix B

Easement and Equitable
Servitudes (EES)
Documents

Space above this line for Recorder's use.

After recording, return to:

Grantee

Oregon DEQ
165 E. 7th Avenue
Suite 100
Eugene, OR 97401
Attention: Donald Hanson

Grantor

OUI CHEF (MULTI) LP, a Delaware limited
partnership c/o W.P. Carey Inc.
One Manhattan West
395 9th Avenue, 58th Floor
New York, NY 10001

EASEMENT AND EQUITABLE SERVITUDES

This grant of Easement and acceptance of Equitable Servitudes (“EES”) is made on _____, 2025 between OUI CHEF (MULTI) LP, a Delaware limited partnership c/o W.P. Carey Inc. (“**Grantor**”) and the State of Oregon, acting by and through the Oregon Department of Environmental Quality (“DEQ” or “Grantee”).

RECITALS

A. Grantor is the owner of certain real property located at 441 West Antelope Road, White City in Jackson County, Oregon in Jackson County Tax Map #362W23, Tax Lot #362W23114 (the “**Property**”) the location of which is more particularly described in Exhibit A to this EES. The Property is referenced under the name Whetstone Landfill Site, ECSI #1465 in the files of DEQ’s Environmental Cleanup Program at Western Region office located at 165 East 7th Avenue, Suite 100, Eugene, Oregon, and telephone 541-686-7838. Interested parties may contact the Western Region office to review a detailed description of the risks from contamination remaining at the Property and described in Removal Action Decision, Whetstone Site, White City, Oregon, prepared by DEQ and dated June 2005.

On July 6, 2005, the Director of the Oregon Department of Environmental Quality or delegate selected the remedial action for the Property set forth in the Removal Action Decision, Whetstone Site, White City, Oregon June. In January 2023 DEQ approved the Soil Cap Work Plan, Amy’s Kitchen Medford Facility dated April 4, 2022. The remedial action for the Property required, among other things, capping of residual waste debris that is not covered by buildings (Exhibit B).

B. On July 28, 2005, Table Rock Group LLC entered into a Prospective Purchaser Agreement (PPA) with DEQ, under which Table Rock Group LLC agreed to implement the selected remedial action at the Property, including the required institutional controls. Amy’s

Kitchen and Table Rock Group LLC are affiliated entities and Amy's subleases the Property from Table Rock. Effective December 29, 2021, Grantor purchased the Property and subsequently leased the Property to Table Rock Group, LLC and Northpoint Group, LLC.

C. This EES is intended to further the implementation of the selected remedial action and protect human health and the environment.

D. Nothing in this Easement and Equitable Servitude constitutes an admission by Grantor of any liability for the contamination described in the Easement and Equitable Servitude.

1. DEFINITIONS

- 1.1 "DEQ" means the Oregon Department of Environmental Quality, and its employees, agents, and authorized representatives. "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.
- 1.2 "Ecological receptor" has the meaning set forth in OAR 340-122-0115.
- 1.3 "Engineering control" has the meaning set forth in OAR 340-122-0115
- 1.4 "Hazardous substance" has the meaning set forth in ORS 465.200
- 1.5 "Owner" means any person or entity, including Grantor, who at any time owns, occupies, or acquires any right, title, or interest in or to any portion of the Property or a vendee's interest of record to any portion of the Property, including any successor, heir, assign or holder of title or a vendee's interest of record to any portion of the Property, but excluding any entity or person who holds such interest solely for the security for the payment of an obligation and does not possess or control use of the Property.
- 1.6 "Remedial Action" has the meaning set forth in ORS 465.200 and OAR 340-122-0115.

2. GENERAL DECLARATION

2.1 Grantor, in consideration of Grantee's issuance of a certificate of completion for cleanup activities required under the PPA grants to DEQ an Easement for access and accepts the Equitable Servitudes described in this instrument and, in so doing, declares that the Property is now subject to and must in future be conveyed, transferred, leased, encumbered, occupied, built upon, or otherwise used or improved, in whole or in part, subject to this EES.

2.2 Each condition and restriction set forth in this EES touches and concerns the Property and the equitable servitudes granted in Section 3 and easement granted in Section 4 below, runs with the land for all purposes, is binding upon all current and future owners of the Property as set forth in this EES, and inures 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 EES.

3. EQUITABLE SERVITUDES (REQUIRED ACTIONS AND RESTRICTIONS ON USE)

3.1. **Soil and Asphalt Cap Engineering Control.** Except upon prior written approval from DEQ, Owner may not conduct or allow operations or conditions on the Property or use of the Property in any way that penetrates the soil and asphalt caps at the Property or jeopardizes the cap's protective function as an engineering control that prevents exposure to contaminated soil, including without limitation any excavation, drilling, scraping, or uncontrolled erosion. Owner will maintain the soil and asphalt caps in accordance with the DEQ approved Cap Inspection and Maintenance Plan (CIMP) dated June 2025. The cap areas are shown on Exhibit B to this EES. The CIMP also requires reporting to the DEQ for certain activities. The CIMP may be revised in the future with written approval by DEQ. The current CIMP is available online at <https://ordeq.org/ECSI1465>.

3.2. **Land Use Restrictions.** The following operations and uses are prohibited on the Property:

- a. Residential use of any type

3.3. **Use of the Property.** Owner may not occupy or allow other parties to occupy the Property unless the controls listed in this Section 3 are maintained.

4. EASEMENT (RIGHT OF ENTRY)

During reasonable hours and subject to reasonable security requirements, DEQ may enter upon and inspect any portion of the Property to determine whether the requirements of this EES have been or are being complied with. Except when necessary to address an imminent threat to human health or the environment, DEQ will use its best efforts to notify the Owner and Amy's Kitchen 72 hours before DEQ entry to the Property. DEQ may enter upon the Property at any time to abate, mitigate, or cure at the expense of the Owner the violation of any condition or restriction contained in this EES, provided DEQ first gives written notice of the violation to Owner and Amy's Kitchen describing what is necessary to correct the violation and Owner fails to cure the violation within the time specified in such notice. Any such entry by DEQ to evaluate compliance or to abate, mitigate, or cure a violation may not be deemed a trespass.

5. RELEASE OF RESTRICTIONS

5.1. Owner may request release of any or all of the conditions or restrictions contained in this EES by submitting such request to the DEQ in writing with evidence that the conditions or restrictions are no longer necessary to protect human health and the environment. The decision to release any or all of the conditions or restrictions in this EES will be within the sole discretion of DEQ.

5.2. Upon a determination pursuant to Subsection 5.1, DEQ will, as appropriate, execute and deliver to Owner a release of specific conditions or restrictions, or a release of this EES in its entirety.

6. GENERAL PROVISIONS

6.1. **Notice of Transfer/Change of Use.** Owner must notify DEQ within 10 days after the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of Owner's interest in or occupancy of the Property. Such notice must include the full name and address of the Party to whom Owner has transferred an interest or right of occupancy. In addition, Owner must notify DEQ a minimum of 10 days before the effective date of any change in use of the Property that might expose human or ecological receptors to hazardous substances. Such notice must include complete details of any planned development activities or change in use. Notwithstanding the foregoing, Owner may not commence any development inconsistent with the conditions or restrictions in Section 3 without prior written approval from DEQ as provided in Subsection 3 of this EES or removal of the condition or restriction as provided in Subsection 5.1. This subsection does not apply to the grant or conveyance of a security interest in the Property.

6.2. **Zoning Changes.** Owner must notify DEQ no less than 30 days before 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 Jackson County zoning code or any successor code. As of the date of this EES, the base zone of the Property is general industrial.

6.3. **Cost Recovery.** Owner will pay DEQ's costs for review and oversight of implementation of and compliance with the provisions in this EES, including but not limited to periodic review and tracking of actions required by this EES. This EES constitutes the binding agreement by the Owner to reimburse DEQ for all such eligible review and oversight costs. DEQ will establish a cost recovery account for tracking and invoicing DEQ project costs. DEQ will provide the Owner with a monthly statement and direct labor summary. DEQ costs will include direct and indirect costs. Direct costs include site-specific expenses and legal costs. Indirect costs are those general management and support costs of the State of Oregon and DEQ allocable to DEQ oversight of this EES and not charged as direct site-specific costs. Indirect charges are based on actual costs and are applied as a percentage of direct personal services costs.

6.4. **Inspection and Reporting.** Owner will immediately notify DEQ of any condition or occurrence at the Property that does not conform with provisions of this EES. In addition, Owner will maintain records documenting inspection and conduct reporting as outlined in the DEQ approved CIMP. This includes notification and subsequent reporting regarding projects that will disturb the asphalt or soil caps. Refer to the approved CIMP for more details.

6.5. **Reference in Deed.** A reference to this EES, including its location in the public records, must be recited in any deed conveying the Property or any portion of the Property. Each condition and restriction contained in this EES runs with the land so burdened until such time as the condition or restriction is removed by written certification from DEQ, recorded in the deed records of the County in which the Property is located, certifying that the condition or restriction is no longer required to protect human health or the environment.

6.6. **Effect of Recording.** Upon the recording of this EES, all future Owners are conclusively deemed to have consented and agreed to every condition and restriction contained

in this EES, whether or not any reference to this EES is contained in an instrument by which such person or entity occupies or acquires an interest in the Property.

6.7. **Enforcement and Remedies.** Upon any violation of any condition or restriction contained in this EES, the State of Oregon, in addition to the remedies described in Section 4, may enforce this EES as provided in the Prospective Purchaser Agreement, or seek available legal or equitable remedies to enforce this EES, including civil penalties as set forth in ORS 465.900.

6.8. IN WITNESS WHEREOF Grantor and Grantee have executed this Easement and Equitable Servitude as of the date and year first set forth above.

BY SIGNATURE BELOW, THE STATE OF OREGON APPROVES AND ACCEPTS THIS CONVEYANCE PURSUANT TO ORS 93.808.

GRANTOR:[OUI CHEF (MULTI) LP, a Delaware limited partnership c/o W.P. Carey Inc.]

By: _____ Date: _____
Nick Isham, Managing Director

NEW YORK NOTARY ACKNOWLEDGEMENT

STATE OF New York)
County of New York _____)

On the ____ day of _____ in the year 2025 before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and office of individual taking acknowledgment

GRANTEE: State of Oregon, Department of Environmental Quality

By: _____ Date: _____
Nancy Sawka, Western Region Cleanup Manager (Acting)

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument is acknowledged before me this ____ day of _____, 2025, by _____ of the Oregon Department of Environmental Quality, on its behalf.

NOTARY PUBLIC FOR OREGON
My commission expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY
(AMY'S PORTION)

Oregon Premises:

PARCEL 1:

Parcel 1 as shown on the Partition Plat filed in the Office of the Jackson County Surveyor as Survey No. 18129 and recorded as Partition Plat No. P-07-2004 of "Record of Partition Plats" in Jackson County, Oregon.

TOGETHER WITH:

Commencing at a point for the most Northerly corner of Parcel No. 1 of Partition Plat recorded February 18, 2004 as Partition Plat No. P-07-2004 of "Record of Partition Plats" in Jackson County, Oregon, and filed as Survey No. 18129 in the Office of the Jackson County Surveyor, said point also being the point of intersection of the Southeasterly right-of-way line of Central Oregon and Pacific Railroad Company right-of-way and the Southwesterly right-of-way line of W. Antelope Road; thence along the boundary of said Parcel No. 1, South 79°46'00" West 324.40 feet; thence South 10°14'00" East 10.00 feet; thence South 79°46'00" West 1643.93 feet; thence South 09°13'04" East 96.72 feet; thence South 59°54'18" East 92.62 feet; thence South 79°46'22" East 586.31 feet; thence North 55°10'28" East 308.49 feet; thence North 66°40'54" East 89.01 feet to the point of beginning; thence North 84°11'14" East 339.94 feet; thence South 41°22'46" East 241.25 feet; thence leaving said boundary, North 73°35'14" West 518.81 feet to the point of beginning.

**EXHIBIT B
FIGURE SHOWING CAP LOCATIONS
(AMY'S PORTION)**

