

COPY



When recorded return to:

Boyd Hathaway
Realty Officer
U.S. Department of Energy
MS: A2-15
825 Jadwin Avenue
Richland, WA 99352

EXCISE TAX PAID
10
SP 30 15 R 05409
BENTON COUNTY WA

Portion of: PID# 1-0208-000-0000-000 / 1-0308-000-0000-000 / 1-0408-000-0000-000 / 1-0908-000-0000-000 / 1-1008-000-0000-000 / 1-1108-000-0000-000 / ~~1-1508-000-0001-001 / 1-1608-000-0001-000~~

Dex
9-30-15

QUITCLAIM DEED

The Grantor, the United States of America, by and through the Secretary of the Department of Energy ("DOE"), for and in consideration of \$10.00, receipt of which is hereby acknowledged, and in accordance with the Section 3013 of the Carl Levin and Howard P. "Buck" McKeon National Defense Authorization Act for Fiscal Year 2015 ("NDAA"), Public Law 113-291, December 19, 2014, does hereby remise, release, convey and quitclaim to the Grantee, Tri-City Development Council ("TRIDEC"), of Kennewick, Benton County, Washington, a non-profit organization pursuant to 26 U.S.C. 501(c)(6) of the Internal Revenue Code, and organized under the laws of the State of Washington, all the rights, titles, interest, claim or demands which the Grantor has or may have had in the real property described in Exhibit A, attached hereto and made part hereof, situated in the County of Benton, State of Washington, subject to the reservations, terms, conditions, covenants and restrictions set forth herein and in Exhibits B, C, D, E, F, G, and H, attached hereto and made a part hereof.

Abbreviated Legal: A Portion of Tract 37, Comprising 1,641 Acres (More or Less), T. 10 N., R. 28 E., T. 11 N., R. 28 E., Records of Benton County, Washington. Commonly Known As: Hanford Parcel 37 or "HP-37."
Transaction Designator: NDAA.HANFORD.DOE.TRIDEC.2015

DATED: September 30, 2015.

Boyd Hathaway
Boyd Hathaway
Realty Officer
U.S. Department of Energy

State of Washington)
County of Benton) ss.

I, Jill Fennell, a Notary Public, hereby certify that I know or have satisfactory evidence that Boyd Hathaway, who appeared before me, is the duly appointed and authorized Real Estate Officer of the Grantor, with a duly authorized warrant, and said person duly acknowledged this instrument to be his voluntary and free act for the uses and purposes described herein.



Jill Fennell 9-30-15
Notary name printed or typed Jill Fennell
Notary Public in and for the State of Washington,
residing at Richland, WA.
My appointment expires: Sept. 29, 2016.

ACKNOWLEDGEMENT BY GRANTEE

I, GARY R. PETERSEN the duly authorized Representative of the Grantee herein, Tri-City Development Council (TRIDEC), certify that I have examined this Quitclaim Deed, including all exhibits hereto (Exhibits A, B, C, D, E, F, G, and H).

Grantee certifies that the Quitclaim Deed, including all exhibits hereto, represents the conveyance of title of the Premises from Grantor to Grantee.

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Grantee accepts the Quitclaim Deed, including all exhibits.

Grantee acknowledges that the Quitclaim Deed, including all exhibits, represents a legal and binding obligation on the part of the Grantee.

Grantee certifies that it will comply with the terms and conditions, covenants and restrictions set forth in the Quitclaim Deed, including all exhibits.

Grantee certifies that execution of this Quitclaim Deed by Grantee, and acceptance of title, is in accordance with its own charter as a Community Reuse Organization, laws of the State of Washington and other applicable laws.

DATED: Sept 30, 2015, 2015.

Gary R. Petersen
Position: Vice President
Grantee: TRIDEC

State of Washington)
) ss.
County of Benton)

I, Jill Fennell, a Notary Public, hereby certify that I know or have satisfactory evidence that Gary Petersen, who appeared before me, is the duly appointed and authorized representative of the Grantee, and said person duly acknowledged this instrument to be his/her voluntary and free act for the uses and purposes described herein.



Jill Fennell 9-30-15
Notary name printed or typed Jill Fennell
Notary Public in and for the State of Washington,
residing at Richland, WA.
My appointment expires: Sept 29, 2016.

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**EXHIBIT A
TO QUITCLAIM DEED
BETWEEN
DEPARTMENT OF ENERGY
AND
TRI-CITY DEVELOPMENT COUNCIL (TRIDEC)**

LEGAL DESCRIPTION AND MAPS

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The parcel of real estate conveyed by this Quitclaim Deed is referred to as "the Premises," and is legally described as follows and as shown on Map 1 and Map 2 of Exhibit A:

A parcel of land situated in a portion of T. 10 N., R. 28 E. and T. 11 N., R. 28 E., Willamette Meridian, Benton County, Washington, identified as Tract 37 in the 2015 Bureau of Land Management cadastral survey, and more particularly described as follows:

Beginning at a point at intersection with the north right-of-way line of Horn Rapids Road, 40.00 feet distant north from and parallel with the center line thereof, as described in a quit claim deed, recorded in Auditors File Number 621762, Records of Benton County, Washington, and an offset from the westerly edge of pavement of Stevens Drive (Route-4S), being 30.00 feet distance and west therefrom, in section 15, T. 10 N., R. 28 E., Willamette Meridian, Washington, from which National Geodetic Survey (NGS) control station B324 bears N. 70° 48' 52" E., a distance of 280.40 feet,

thence N. 89° 13' 09" W., on the north right-of-way line of said Horn Rapids Road, a distance of 1900.00 feet,

thence leaving said right-of-way line, N. 0° 46' 51" E., a distance of 1885.00 feet,

thence parallel with said right-of-way line, N. 89° 13' 09" W., a distance of 1680.00 feet,

thence S. 0° 46' 34" W., a distance of 1885.00 feet to a point on said right-of-way line,

thence on said right-of-way line, N. 89° 13' 09" W., a distance of 1600.00 feet,

thence leaving said right-of-way line, N. 0° 46' 51" E., a distance of 1450.00 feet,

thence on a line parallel with said right-of-way line, N. 89° 13' 09" W., a distance of 1600.00 feet,

thence S. 0° 46' 35" W., a distance of 1450.00 feet to a point on said right-of-way line,

thence on said right-of-way line, N. 89° 13' 09" W., a distance of 927.25 feet to a point at intersection with the east boundary line of the Cold Test Facility, from which a brass cap monument with a brass disk in top marking the center line of aforementioned Horn Rapids Road bears S. 86° 51' 44" W., a distance of 585.35 feet, and an iron rod marking the easterly boundary of said Cold Test Facility bears N. 0° 11' 43" W., a distance of 6.44 feet,

thence leaving said right-of-way line and on the east boundary line of said Cold Test Facility, N. 0° 11' 43" W., a distance of 486.55 feet to an iron rod in the concrete support of a chain link fence post,

thence on the north boundary of said Cold Test Facility, marked with a chain link fence, and parallel with the north right-of-way line of said Horn Rapids Road, N. 89° 13' 09" W., a distance of 786.09 feet to the point of intersection with the east boundary line of the National Utility Training Services, Inc. (NUTS) property, as described in a quit claim deed, Auditors File Number 2005-013181, records of Benton County, Washington,

thence on said east boundary line, N. 0° 51' 40" E., a distance of 2056.13 feet to an iron rod marking the northeast corner of said parcel,

thence N. 0° 51' 40" E., a distance of 446.49 feet to a point on the southerly right-of-way line of the Bonneville Power Administration power line, from which the section corner of 8, 9, 16 and 17 bears S. 77° 36' 49" W., a distance of 1945.30 feet,

thence on said southerly right-of-way line S. 87° 59' 07" E., a distance of 3125.92 feet to a point, from which the corner of sections 9, 10, 15 and 16 bears S. 36° 47' 49" E., a distance of 431.05 feet,

thence N. 0° 31' 33" E., a distance of 13,813.70 feet to the angle point of a fence in Section 33, T. 11 N., R. 28E., Willamette Meridian, Washington,

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marking the easterly boundary of the Hanford Patrol Training Academy firing range,

thence N. $87^{\circ} 12' 50''$ E., a distance of 5345.21 feet to the 30.00 foot offset line west of the westerly edge of pavement of Stevens Drive (Route-4S), from which NGS control station N523 bears N. $5^{\circ} 5' 29''$ W., a distance of 2263.85 feet,

thence S. $0^{\circ} 06' 20''$ W., on said the 30.00 foot offset line, a distance of 5433.00 feet to a point identical with the northeast corner of Tract 38,

thence leaving said 30.00 foot offset line and on a line identical with the boundary of Tract 38 the following courses:

WEST, a distance of 3799.66 feet,

thence SOUTH, a distance of 4100.00 feet,

thence S. $45^{\circ} 00' 00''$ E., a distance of 3300.00 feet,

thence SOUTH, a distance of 550.00 feet,

thence EAST, a distance of 400.00 feet,

thence S. $50^{\circ} 11' 52''$ E., a distance of 732.35 feet,

thence EAST, a distance of 420.00 feet to a point on the 30.00 offset line west of the westerly edge of pavement of Stevens Drive and the southerly most corner of Tract 38,

thence leaving the boundary line of said Tract 38 and on said 30.00 foot offset line, S. $0^{\circ} 30' 19''$ W., a distance of 3850.01 feet,

thence S. $1^{\circ} 36' 41''$ W., a distance of 332.68 feet to the **Point of Beginning**.

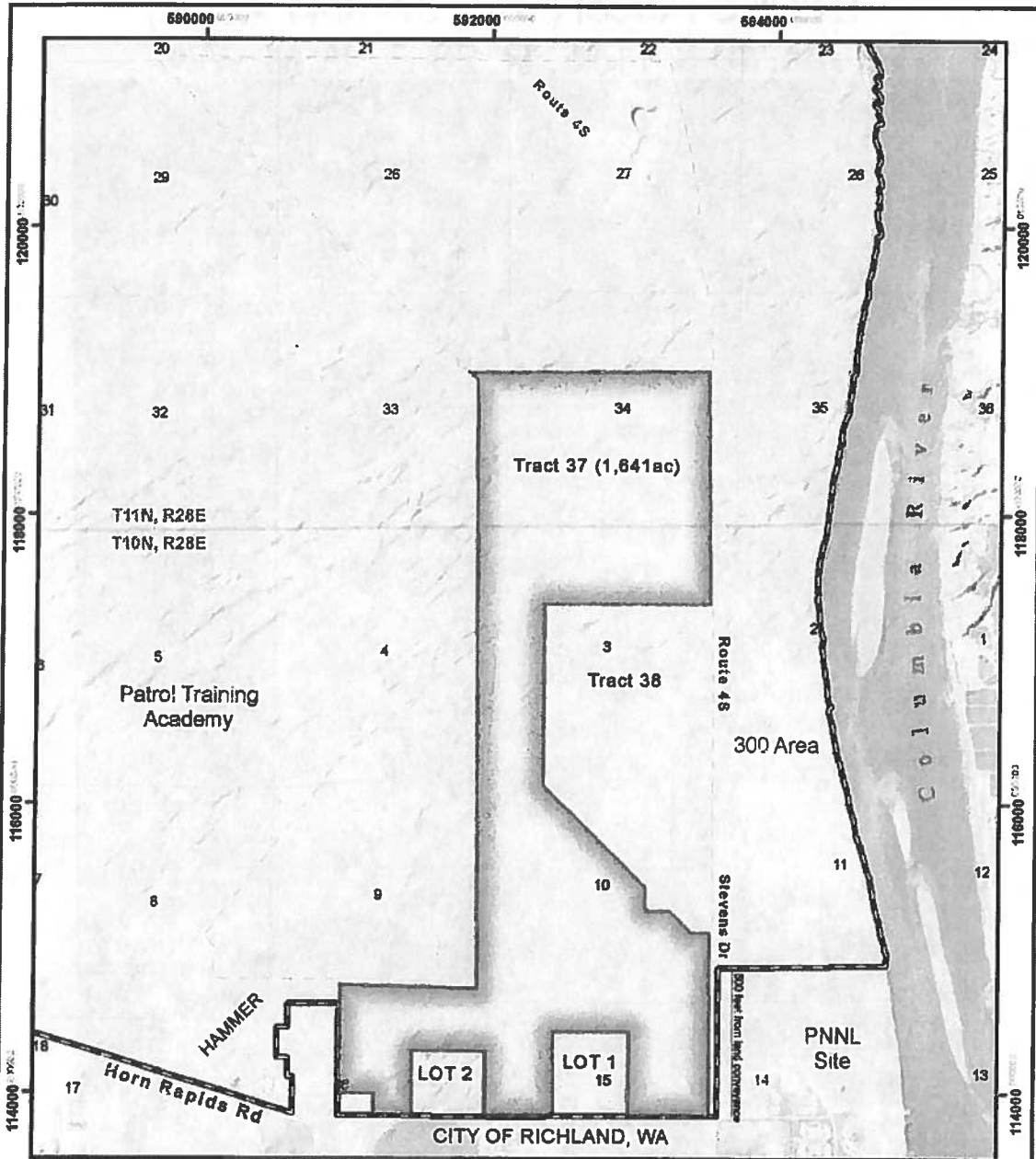
Said parcel of land is subject to any and all easements or rights-of-ways of record or implied.

Containing 1,641 acres, more or less.

The direction of the lines are based on the true meridian as determined by Global Positioning System (GPS) techniques at a mean project elevation of 350 feet above sea level.

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Exhibit A - Map 1



Prepared for:
 US DEPARTMENT OF ENERGY
 RICHLAND OPERATIONS OFFICE
 CENTRAL MAPPING SERVICES
 MSA, RICHLAND, WA (509) 373-6076
 Intended Use: REFERENCE ONLY
 IN: LAMBERT CONFORMAL CONIC
 WASHINGTON STATE PLANE,
 SOUTH ZONE, METERS
 Horizontal Datum: NAD83
 Vertical Datum: NAVD88
 Map As of 7:53:08 AM 8/24/2015
 150708_1641ac_TransferOverviewMap_82x11_Rev3

Tract 37 - 1,641 Acres for Transfer to TRIDEC

- Tract 37 (1,641 acres)
 - Land Conveyance Assessment Area
 - Hanford Boundary
 - Township, Range, Section Grid Lines
- 0 m 500 1,000
 0 ft 1,500 3,000
 Basemap: 2013 NAIP Imagery



Exhibit A -Map 2
TRIDEC Parcel (Tract 37-1641 Acres)
Tps. 10 & 11 N., R. 28 E., W.M., WA

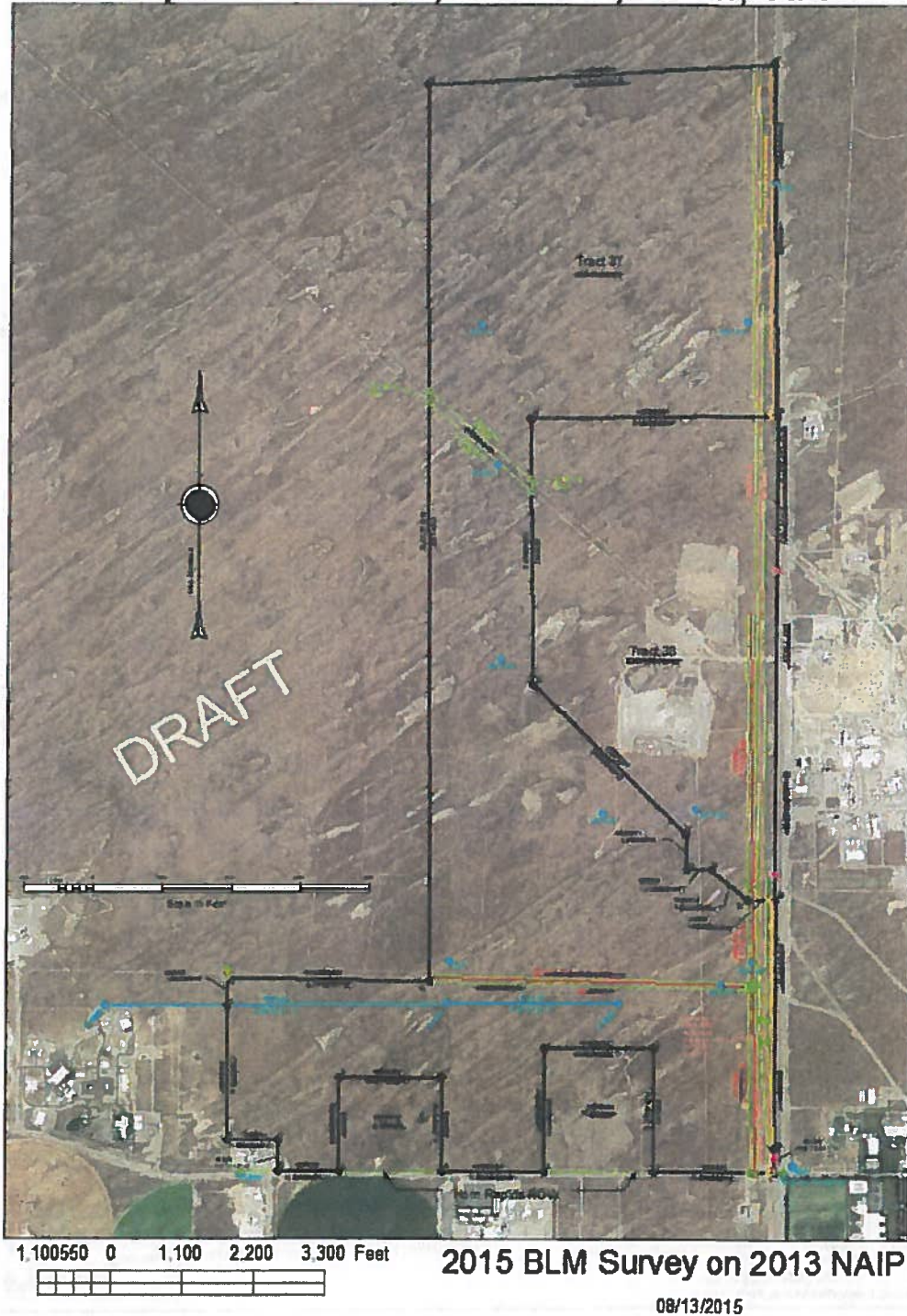


Exhibit A - Map 3

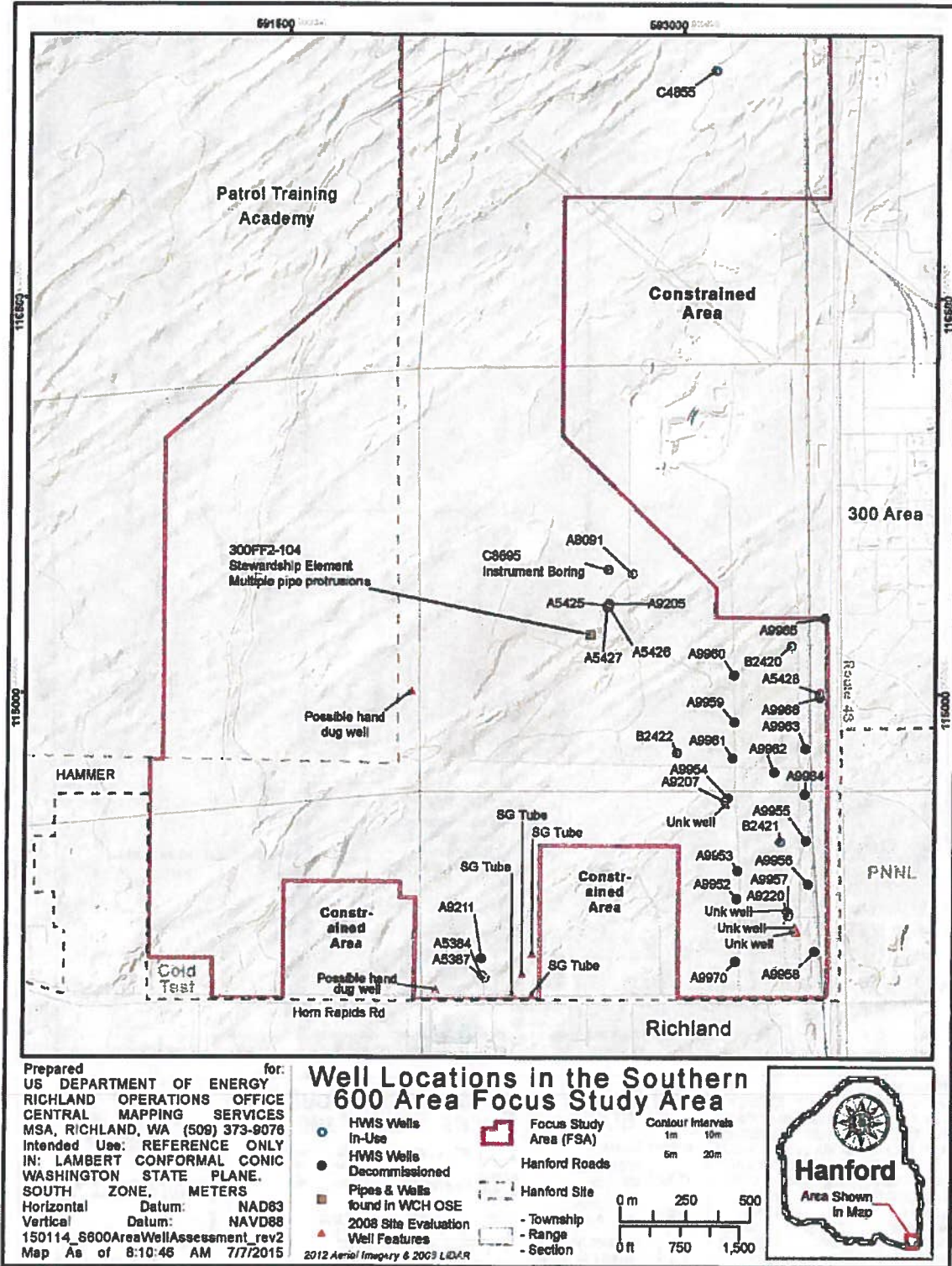
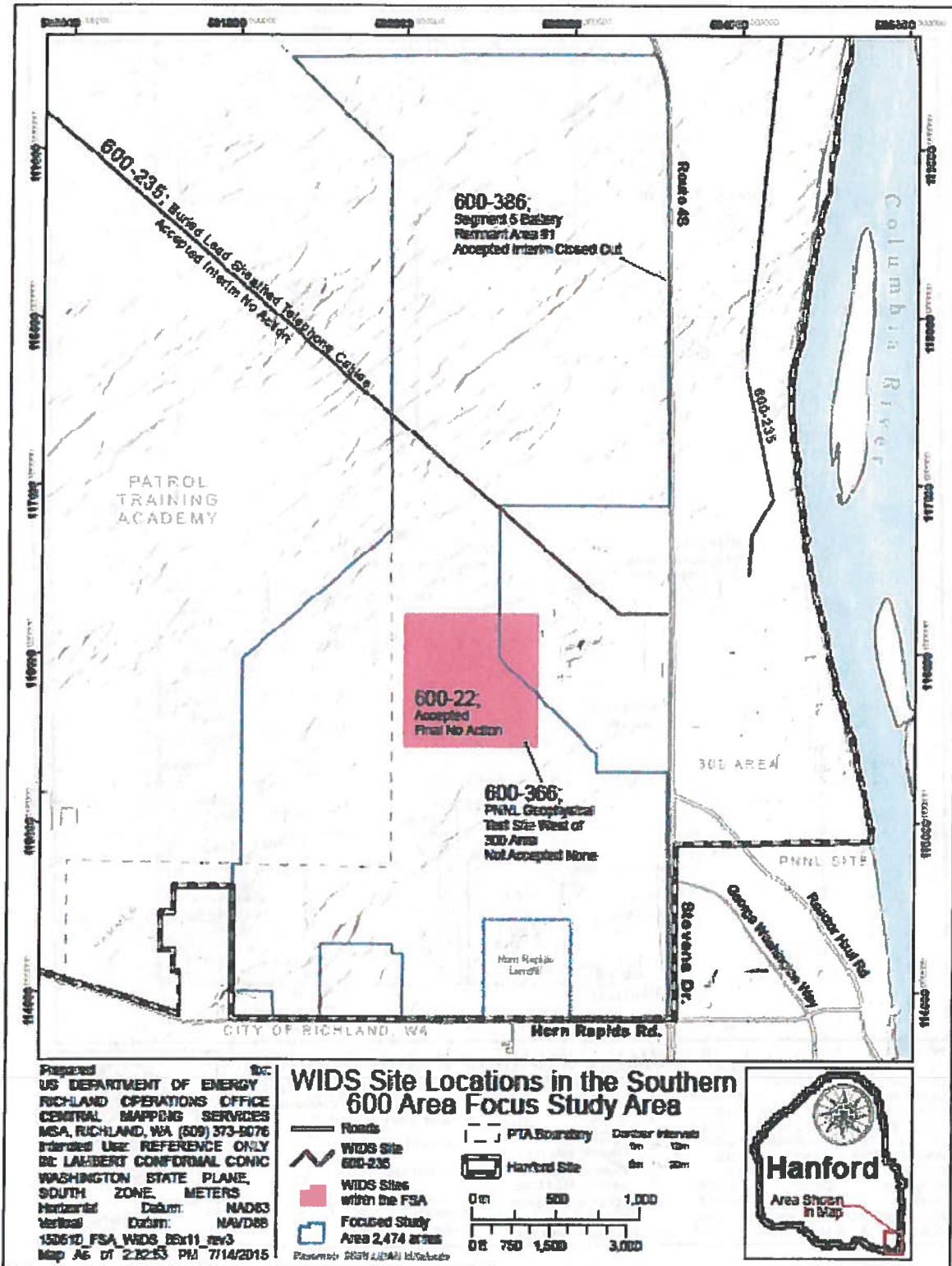


Exhibit A - Map 4



Prepared by: **US DEPARTMENT OF ENERGY**
RICHLAND OPERATIONS OFFICE
CENTRAL MAPPING SERVICES
 MSA, RICHLAND, WA (509) 373-8076
 Intended Use: REFERENCE ONLY
 BE LAIBERT CONFORMAL CONIC
 WASHINGTON STATE PLANE,
 SOUTH ZONE, METERS
 Horizontal Datum: NAD83
 Vertical Datum: NAVD88
 150610 FSA WIDS Bsr11 rev3
 Map A6 of 2:12:53 PM 7/14/2015

WIDS Site Locations in the Southern 600 Area Focus Study Area

Legend:

- Roads
- WIDS Site 600-235
- WIDS Sites within the FSA
- Focused Study Area 2,474 acres
- PTA Boundary
- Hanford Site
- Contour Interval: 5m, 10m, 20m

Scale: 0 to 3,000 meters

Revised: 06/29/2011 10:00 AM

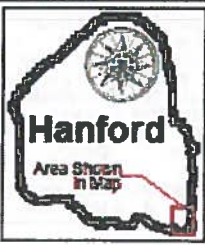
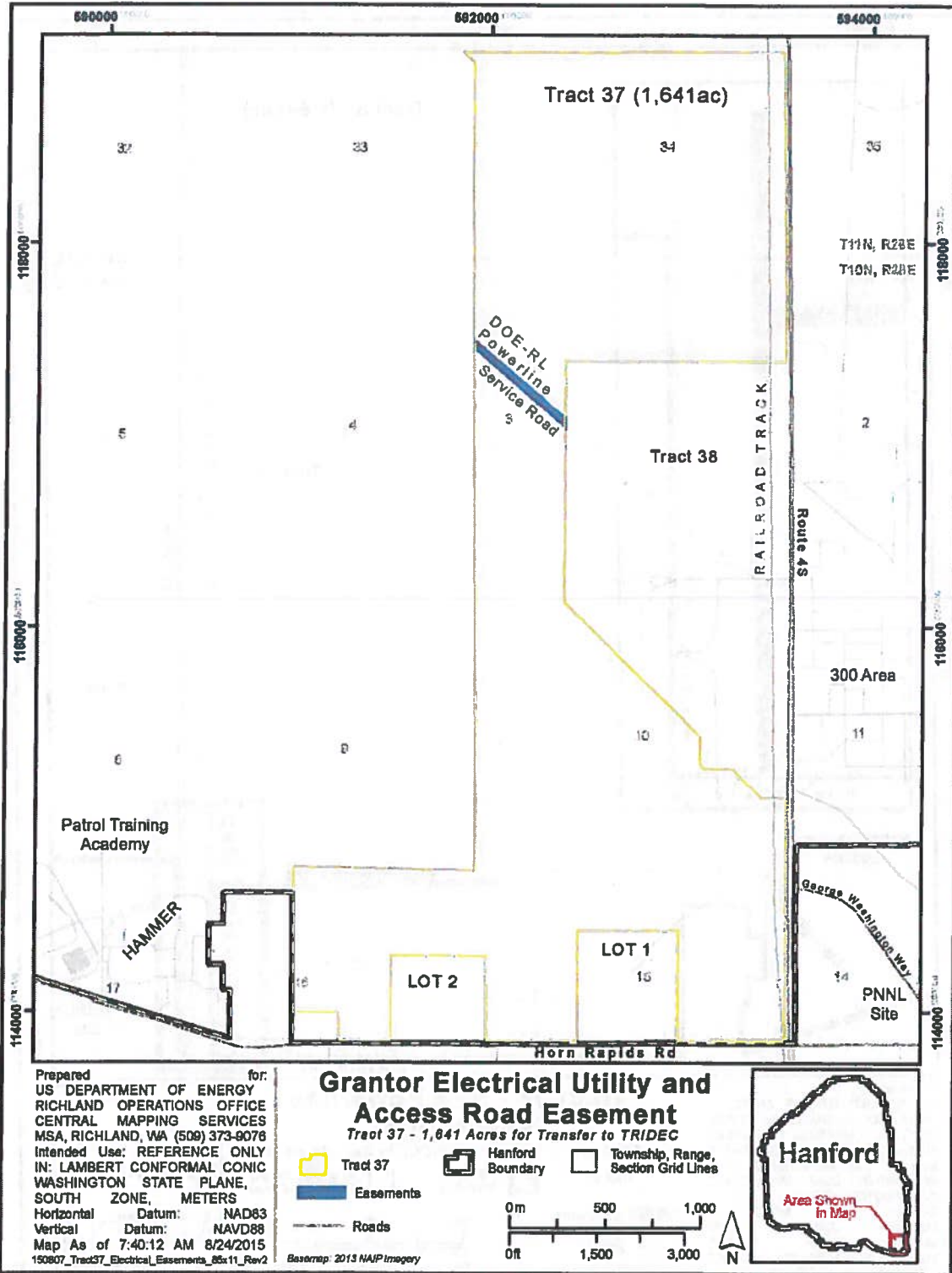


Exhibit A-Map 5

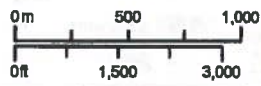


Prepared for:
 US DEPARTMENT OF ENERGY
 RICHLAND OPERATIONS OFFICE
 CENTRAL MAPPING SERVICES
 MSA, RICHLAND, WA (509) 373-9078
 Intended Use: REFERENCE ONLY
 IN: LAMBERT CONFORMAL CONIC
 WASHINGTON STATE PLANE,
 SOUTH ZONE, METERS
 Horizontal Datum: NAD83
 Vertical Datum: NAVD88
 Map As of 7:40:12 AM 8/24/2015
 150807_Tract37_Electrical_Easements_85x11_Rev2

Grantor Electrical Utility and Access Road Easement

Tract 37 - 1,641 Acres for Transfer to TRIDEC

- Tract 37
- Easements
- Roads
- Hanford Boundary
- Township, Range, Section Grid Lines



Basemap: 2013 NAD Imagery

Exhibit A-Map 6

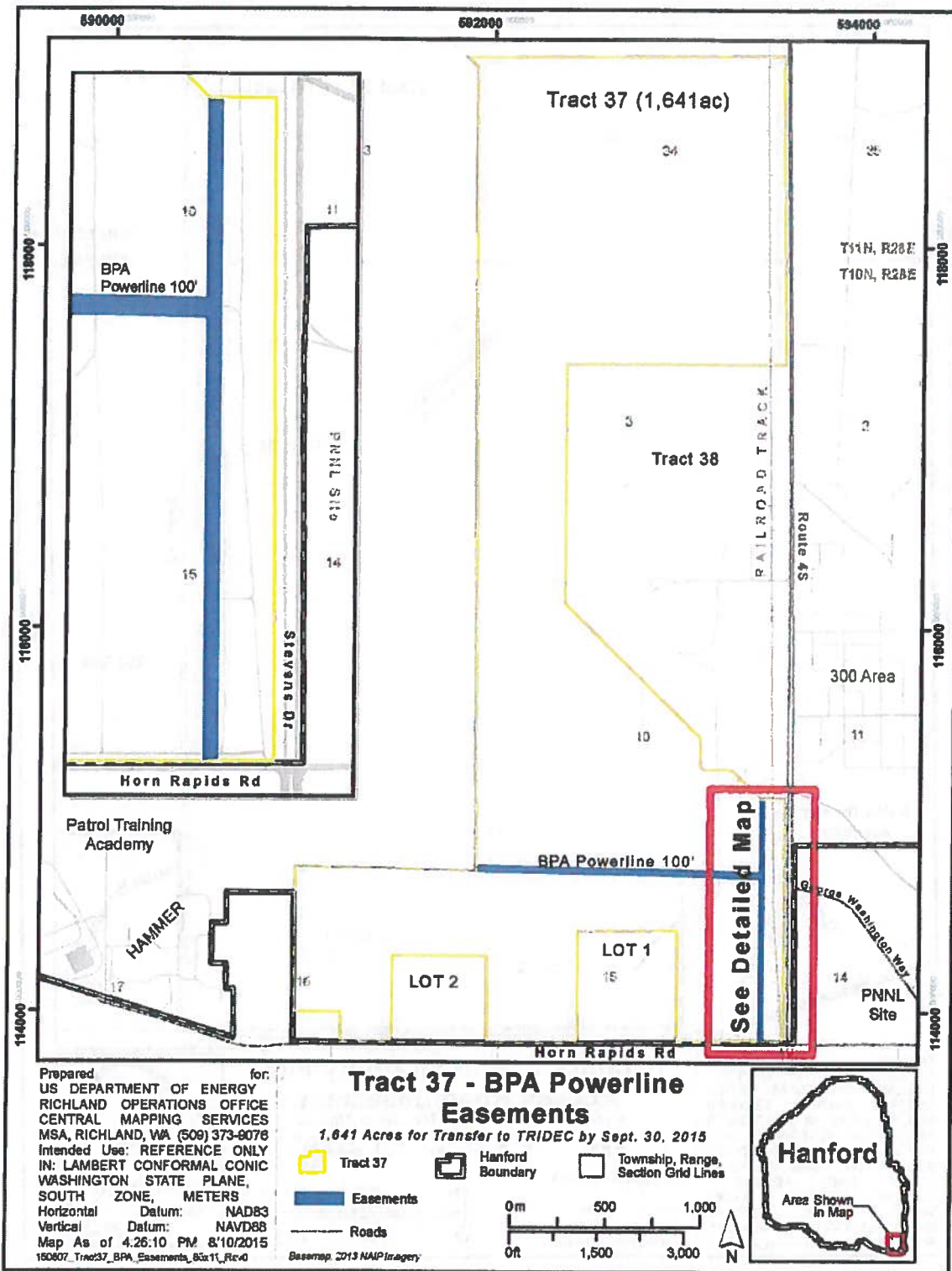
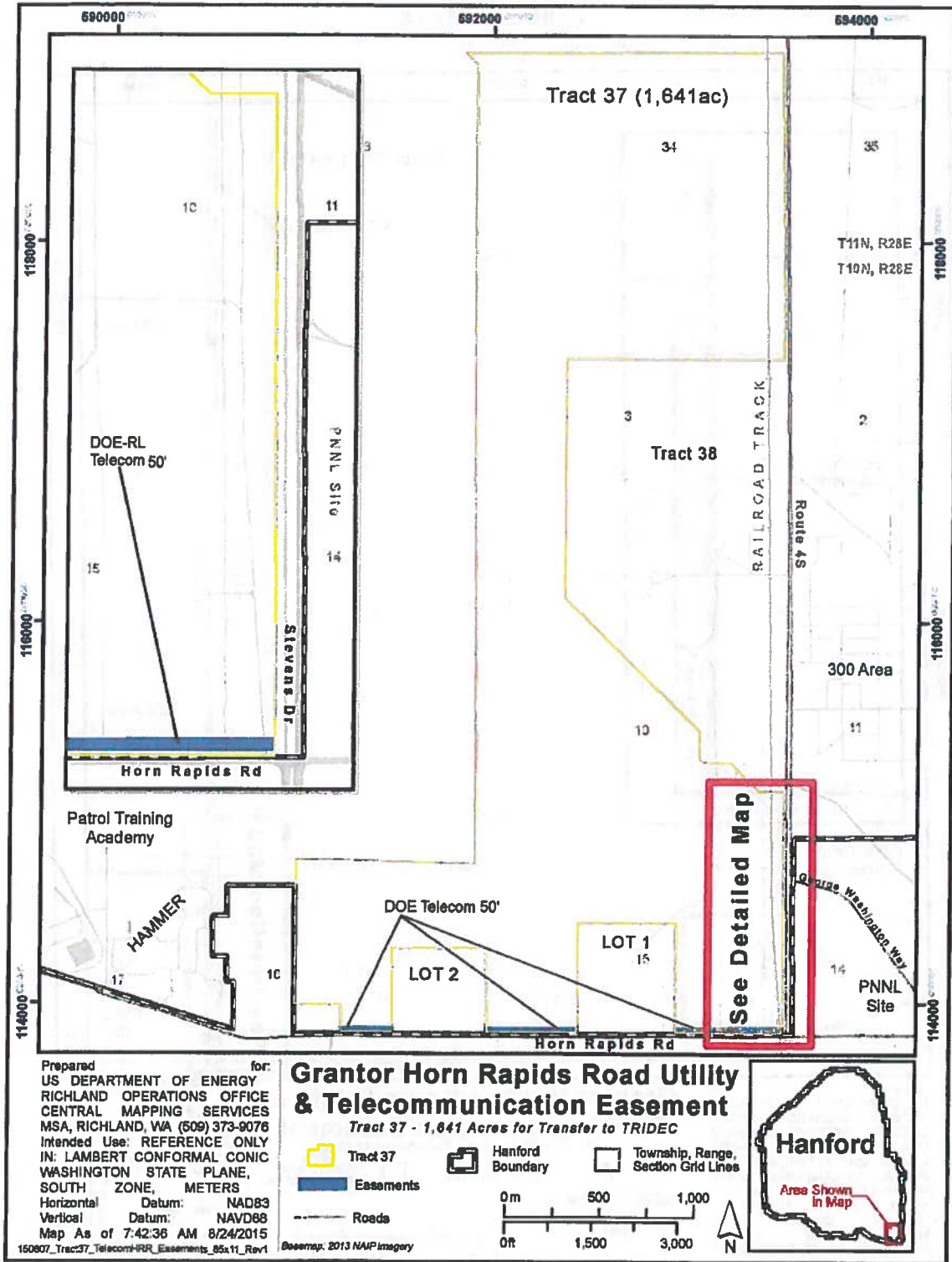


Exhibit A-Map 7



Prepared for:
 US DEPARTMENT OF ENERGY
 RICHLAND OPERATIONS OFFICE
 CENTRAL MAPPING SERVICES
 MSA, RICHLAND, WA (509) 373-9078
 Intended Use: REFERENCE ONLY
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 WASHINGTON STATE PLANE,
 SOUTH ZONE, METERS
 Horizontal Datum: NAD83
 Vertical Datum: NAVD88
 Map As of 7:42:36 AM 8/24/2015
 150807_Tract37_Telecom-HRR_Easements_85x11_Rev1

Grantor Horn Rapids Road Utility & Telecommunication Easement

Tract 37 - 1,641 Acres for Transfer to TRIDEC

Tract 37
 Easements
 Roads
 Hanford Boundary
 Township, Range, Section Grid Lines

0m 500 1,000
 0ft 1,500 3,000

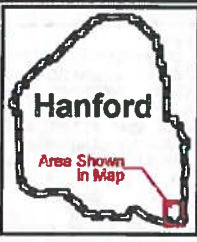
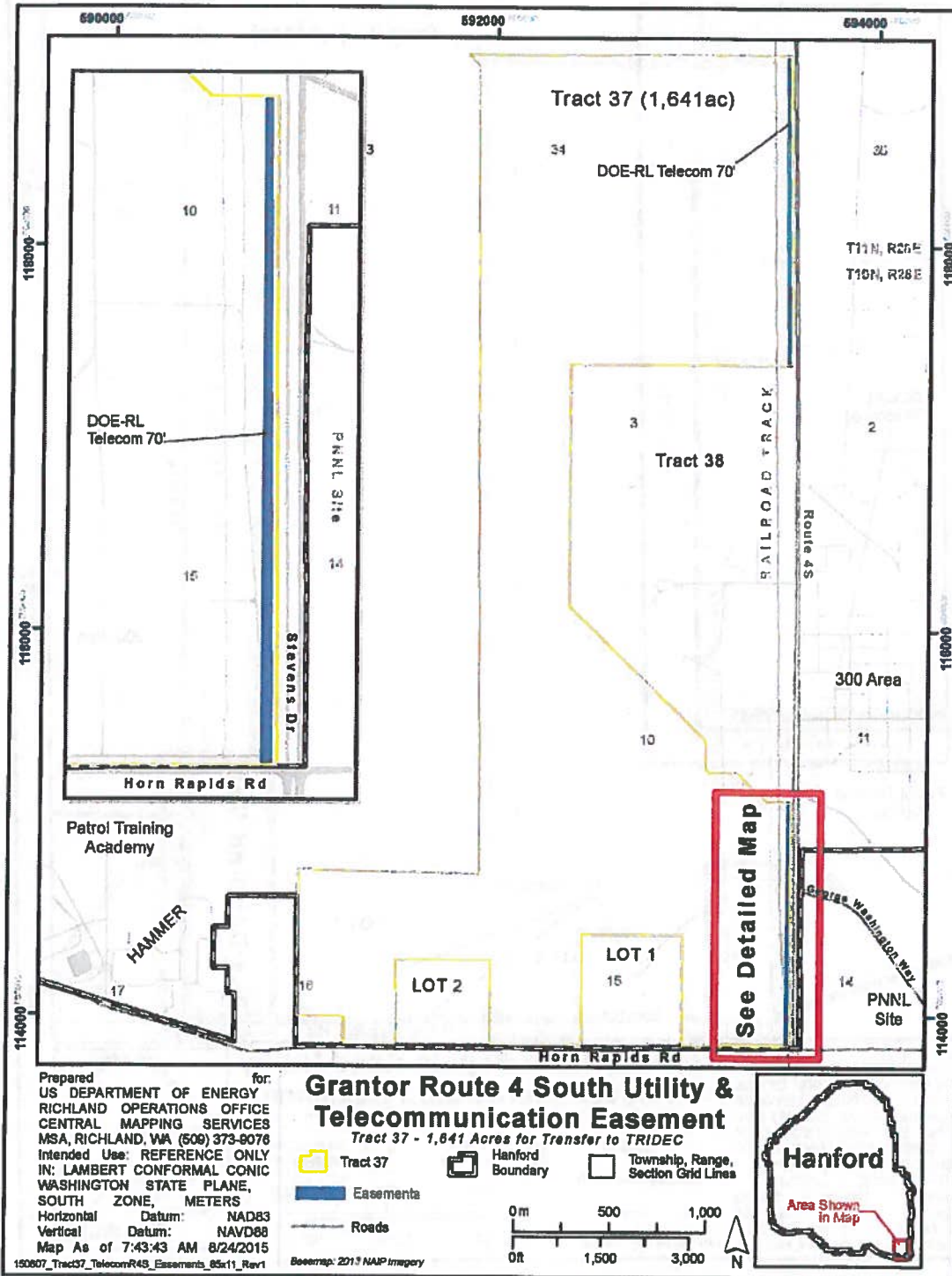


Exhibit A-Map 8

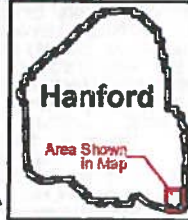


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 US DEPARTMENT OF ENERGY
 RICHLAND OPERATIONS OFFICE
 CENTRAL MAPPING SERVICES
 MSA, RICHLAND, WA (509) 373-8078
 Intended Use: REFERENCE ONLY
 IN: LAMBERT CONFORMAL CONIC
 WASHINGTON STATE PLANE,
 SOUTH ZONE, METERS
 Horizontal Datum: NAD83
 Vertical Datum: NAVD88
 Map As of 7:43:43 AM 8/24/2015

Grantor Route 4 South Utility & Telecommunication Easement

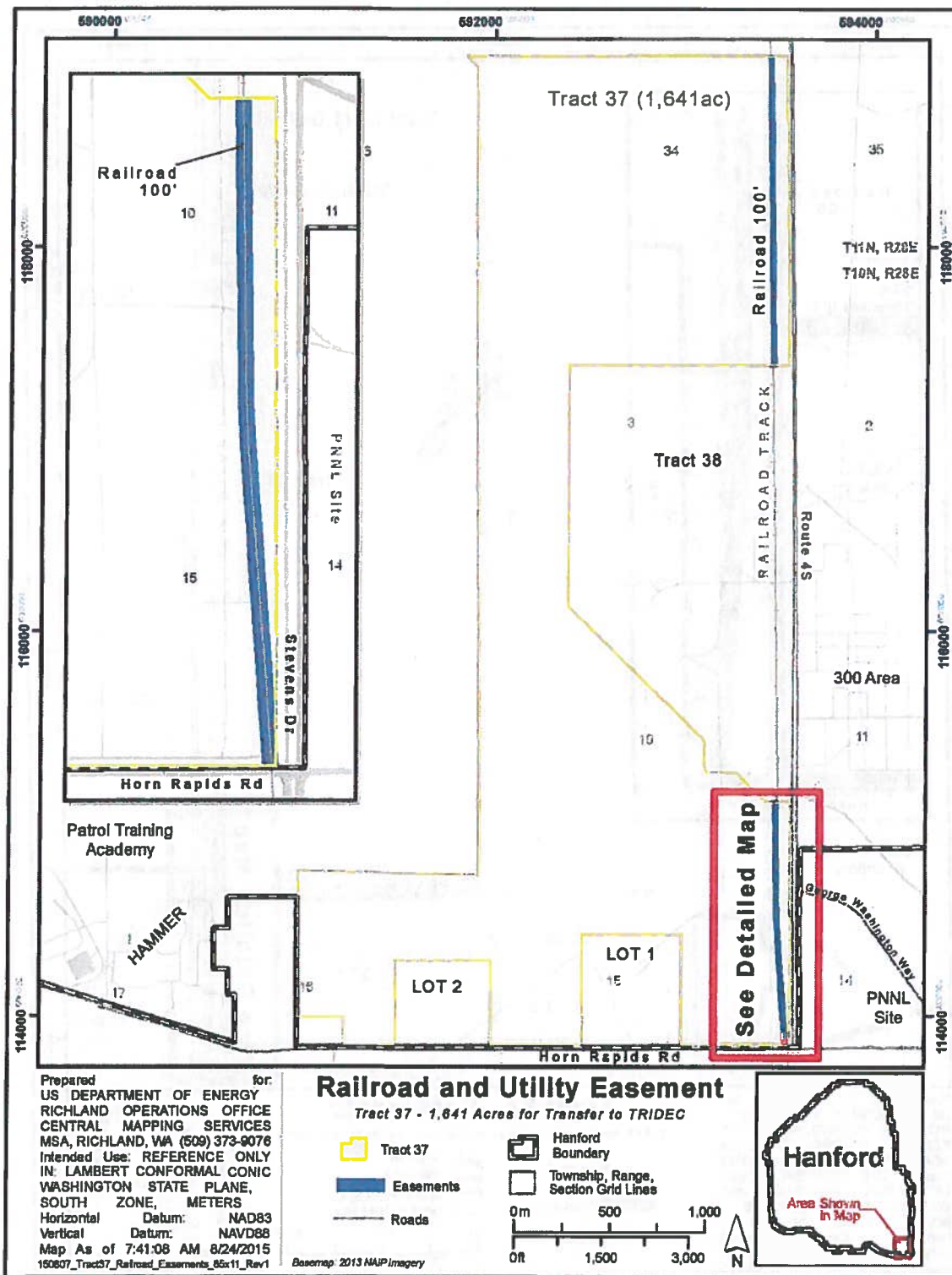
Tract 37 - 1,641 Acres for Transfer to TRIDEC

- Tract 37
- Hanford Boundary
- Township, Range, Section Grid Lines
- Easements
- Roads



150807_Tract37_TelecomR4S_Easements_05x11_Rev1 BaseMap: 2013 NAIP Imagery

Exhibit A-Map 9



Prepared for:
 US DEPARTMENT OF ENERGY
 RICHLAND OPERATIONS OFFICE
 CENTRAL MAPPING SERVICES
 MSA, RICHLAND, WA (509) 373-9076
 Intended Use: REFERENCE ONLY
 IN: LAMBERT CONFORMAL CONIC
 WASHINGTON STATE PLANE,
 SOUTH ZONE, METERS
 Horizontal Datum: NAD83
 Vertical Datum: NAVD88
 Map As of 7:41:08 AM 8/24/2015
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Railroad and Utility Easement

Tract 37 - 1,641 Acres for Transfer to TRIDEC

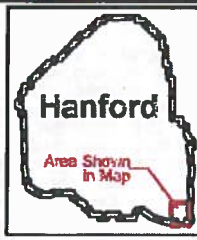
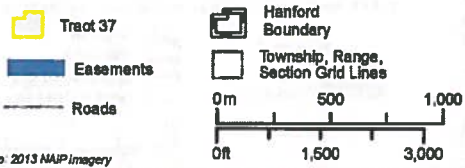


Exhibit A-Map 10

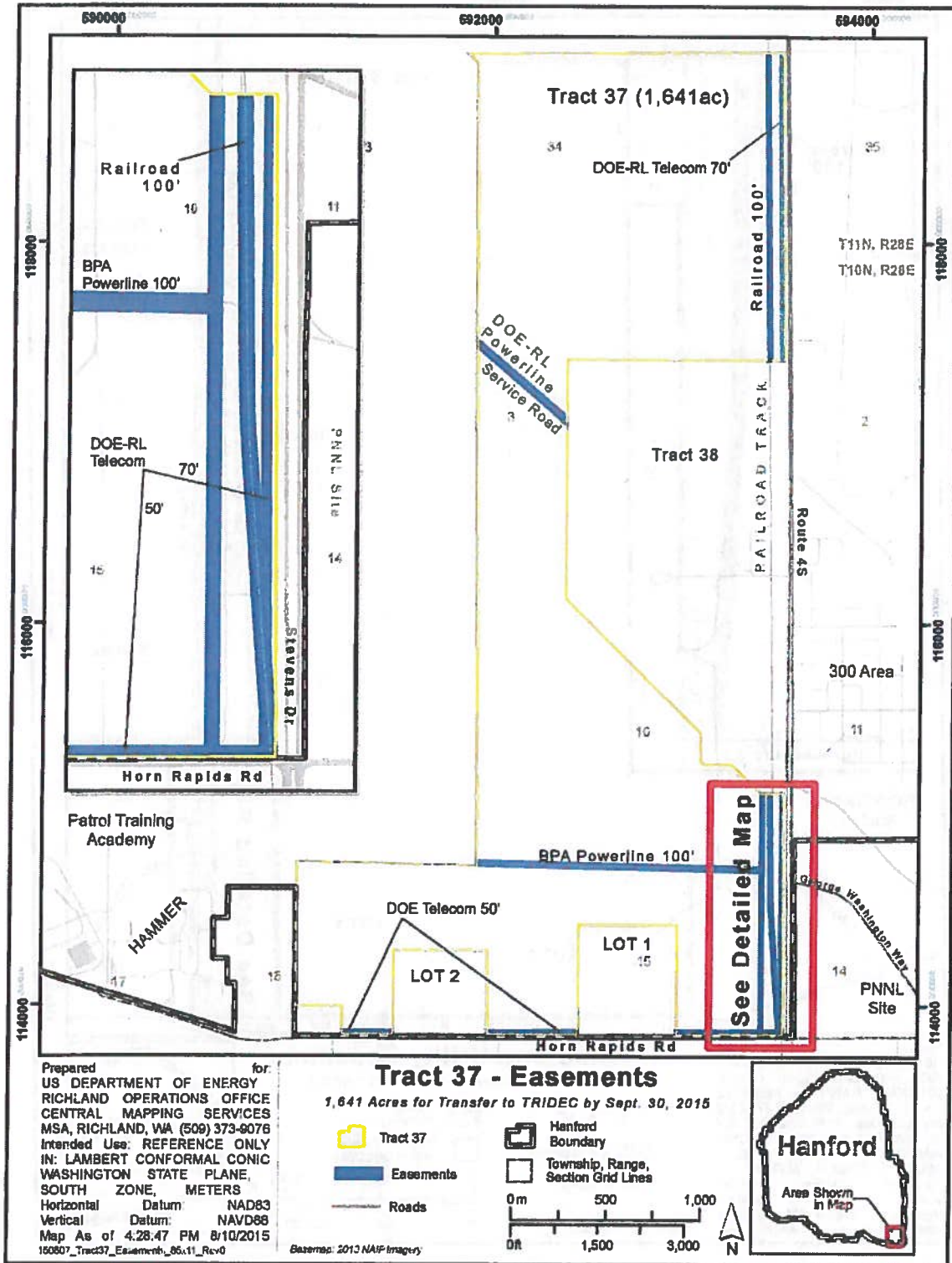
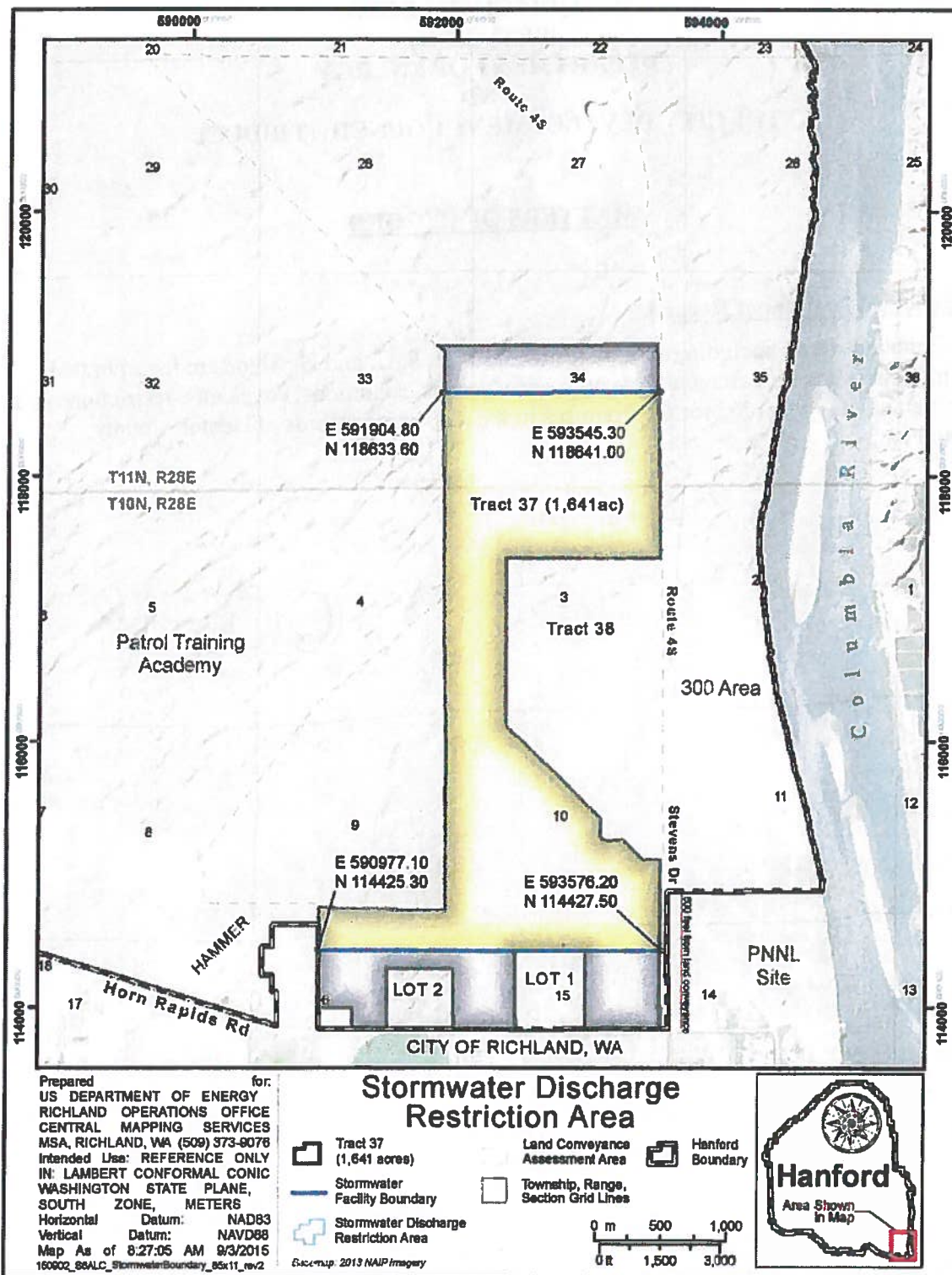


Exhibit A – Map 11



**EXHIBIT B
TO QUITCLAIM DEED
BETWEEN
DEPARTMENT OF ENERGY
AND
TRI-CITY DEVELOPMENT COUNCIL (TRIDEC)**

MATTERS OF RECORD

1. Reported Matters of Record.

This Quitclaim Deed, including Exhibits A, B, C, D, E, F, G, and H, which are incorporated herein, is subject to all easements, encumbrances, codes, conditions, covenants, restrictions and other matters duly recorded for the Premises in the real estate records of Benton County, Washington.

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**EXHIBIT C
TO QUITCLAIM DEED
BETWEEN
DEPARTMENT OF ENERGY
AND
TRI-CITY DEVELOPMENT COUNCIL (TRIDEC)**

RESERVATION OF EASEMENTS

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1. **Grantor Electrical Utility and Access Road Easement.**
 - A. **Reservation.** Grantor reserves an exclusive easement, referred to herein as “Grantor Electrical Utility and Access Road Easement,” over, under and upon the Grantor Electrical Utility and Access Road Easement, described in paragraph G below (“Legal Description”), for Grantor’s electrical utility transmission and distribution systems, including, but not limited to, infrastructure, lines, junction boxes, equipment and related improvements.
 - B. **Duration.** This Grantor Electrical Utility and Access Road Easement shall commence on the effective date of this Quitclaim Deed, shall run with the land and will continue in full force and effect unless and until Grantor has abandoned its utility transmission and distribution systems for a period of all days in two consecutive calendar years.
 - C. **Exclusive.** Grantee may not make any use of the Grantor Electrical Utility and Access Road Easement without the express written consent of Grantor, which Grantor may withhold in Grantor’s sole and absolute discretion.
 - D. **Operation and Maintenance.** Grantor reserves the right to operate and otherwise maintain all improvements in the Grantor Electrical Utility and Access Road Easement, and construct improvements.
 - E. **Dimension.** This Grantor Electrical Utility and Access Road Easement has a one-hundred-eighty-five (185) foot width, which shall be legally construed, and is mutually agreed to by the parties hereto, as described in the legal description set forth below in paragraph G of this Article and as depicted on Map 2 and Map 5 of Exhibit A.
 - F. **Access.** Grantor reserves a right to access the Grantor Electrical Utility and Access Road Easement at all times without notice to the Grantee.
 - G. **Legal Description.** The legal description of this Grantor Electrical Utility and Access Road Easement is set forth as follows:

An easement for ingress/egress from Tract 38, through Tract 37, situated in sections 3 and 4, T. 10 N., R. 28 E., Willamette Meridian, Benton County, Washington, more particularly described as follows:

Beginning at a point on the westerly boundary of Tract 38, identical with a portion of the easterly boundary of Tract 37, from which Army Corp of Engineers control station HSM-014 bears N. 65° 02' 07" W., a distance of 581.85 feet and AEC tri station ANT bears N. 54° 35' 52" E, a distance of 116.95 feet, thence on the line between Tract 37 and Tract 38, S. 0° 00' 00" E., a distance of 185.00 feet, thence leaving said line N. 48° 32' 07" W., a distance of 2101.50 feet to a point on the west boundary line of said Tract 37, thence on said west boundary line N. 0° 31' 33" E., a distance of 185.00 feet, thence leaving said west boundary line S. 48° 30' 16" E., a distance of 2102.79 feet to the **Point of Beginning**.

Said easement contains 6.72 acres more or less, and is subject to any and all easements of record or implied.

The direction of the lines are based on the true meridian as determined by Global Positioning System (GPS) techniques at a mean project elevation of 350 feet above sea level.

2. Bonneville Power Administration (BPA) Powerline Easement Areas

- A. Reservation. Grantor, acting by and through the Bonneville Power Administration (BPA), reserves permanent easements, referred to herein as "BPA Powerline Easements," over, under and upon the property described in paragraph G below (the "BPA Powerline Easement Areas") for the use of Grantor, including BPA's assigns or their successors in interest, for electrical utility transmission and distribution systems operated and otherwise maintained by BPA.
- B. Duration. The BPA Powerline Easements shall commence on the effective date of this Quitclaim Deed, shall run with the land in perpetuity and continue in full force and effect unless and until Grantor determines that the BPA Powerline Easements are no longer needed, in which case, the Grantor shall furnish Grantee with a statement in recordable form confirming termination of the BPA Powerline Easements.
- C. Non-Exclusive. The BPA Powerline Easements are non-exclusive, and Grantee may access and make use of the BPA Powerline Easement Areas so long as such use does not interfere with the rights reserved herein. Provided however, that Grantee may not construct any improvement within the BPA Powerline Easement Areas without the express written consent of the Grantor.

- D. Operation and Maintenance. Grantor reserves the right to construct, reconstruct, operate, maintain, repair, rebuild, upgrade, remove, inspect and patrol transmission lines consisting of one or more lines of poles or structures and appurtenances thereto, supporting conductors of one or more electric circuits of any voltage and appurtenances for communication facilities.
- E. Dimension. The BPA Powerline Easements have a one-hundred (100) foot width, which shall be legally construed, and is mutually agreed to by the parties hereto, as fifty (50) feet on each side of the centerline of the legal description set forth below in paragraph G of this Article and as depicted on Map 2 and Map 6 of Exhibit A.
- F. Access. Grantor, for and on behalf of Grantor and third-parties, reserves a full right of access over, upon and under the BPA Powerline Easement Areas in perpetuity.
- G. Legal Description. The legal description of the BPA Powerline Easement Areas are set forth, as follows:

(1) Bonneville Power Administration Powerline Easement – East – West

A 100.00 foot wide easement situated in T. 10 N., R. 28 E., Willamette Meridian, Benton County, Washington, and more particularly described as follows:

Beginning at a point in section 10, T. 10 N., R. 28 E., from which NGS control station B324 bears S. 11° 53' 55" E., a distance of 2837.27 feet and BPA control station TROLLEY bears N. 2° 11' 28" E, a distance of 362.10 feet, thence 50.00 feet on each side of the following described line:

N. 87° 59' 07 "W., a distance of 8151.00 feet to the terminus of said line.

The direction of the lines are based on the true meridian as determined by Global Positioning System (GPS) techniques at a mean project elevation of 350 feet above sea level.

(2) Bonneville Power Administration Powerline Easement – North-South

A 100.00 foot wide easement situated in T. 10 N., R. 28 E., Willamette Meridian, Benton County, Washington, and more particularly described as follows:

Beginning at a point on the south line of Tract 37, identical with the north right-of-way line of Horn Rapids Road, from which NGS control station B324

COPY

bears N. 81° 04' 20" E., a distance of 593.52 feet, thence 50.00 feet on each side of the following described line:

N 0° 01' 33" E, a distance of 2868.42 feet, from which Bonneville Power Administration control station "TROLLEY" bears N. 2° 11' 28" W., a distance of 362.10 feet,
thence N. 0° 01' 54" E., a distance of 1518.89 feet,
thence N. 0° 06' 22" E., a distance of 4240.43 feet to the terminus of said line.

The side lines of which to be extended or contracted to form a closed area.

The direction of the lines are based on the true meridian as determined by Global Positioning System (GPS) techniques at a mean project elevation of 350 feet above sea level.

COPY

3. **Grantor Horn Rapids Road Utility/Telecommunication Easement**

A. **Reservation.** Grantor reserves an exclusive easement, referred to herein as "Grantor Horn Rapids Road Utility/Telecommunication Easement," over, under and upon the property described in paragraph F below (the "Grantor Horn Rapids Road Utility/Telecommunication Easement") for Grantor's construction, maintenance, repair, and operation of fiber optic cable lines, copper wire telecommunication line(s), or other similar high-speed communication device(s) which is, or may become available with the advancement of technology. This includes the construction, maintenance, repair and operation of future utilities as deemed necessary by the Grantor. Grantee may use the surface of the easement, provided such use does not interfere with Grantor's rights contained in this easement. Grantee may also use the subsurface portions of the Grantor Horn Rapids Road Utility/Telecommunication Easement, provided such use: (1) does not interfere with Grantor's rights and uses under this subsection; and (2) Grantee maintains a distance of at least ten (10) feet from Grantor's Telecommunication Line(s), unless otherwise agreed to in writing by Grantor. Grantee's surface use shall be limited and restricted to a road or other access route, and other uses on the surface are prohibited. Grantee's subsurface use shall not interfere with Grantor's rights and uses under this subsection. In the event that Grantee makes a surface or subsurface improvement which impedes or restricts Grantor's access to the subject Easement, Grantee will reimburse Grantor for additional costs which Grantor incurs to access its fiber optic cable lines, copper wire telecommunication line(s), or other similar high-speed communication device(s).

B. **Duration.** This Easement shall commence on the effective date of this Quitclaim Deed, shall run with the land and continue in full force and effect unless and until Grantor has

abandoned its telecommunication line(s) or other constructed utilities for a period of all days in two consecutive calendar years.

- C. Operation and Maintenance. Grantor reserves the right to operate and maintain all improvements located within the Grantor Horn Rapids Road Utility/Telecommunication Easement, and additionally to construct improvements reasonably related to the purpose of this easement. Grantor reserves the right to upgrade or modify these lines and all related improvements with new equipment, infrastructure and appurtenances.
- D. Dimension. This Grantor Horn Rapids Utility/Telecommunication Easement has a fifty (50) foot width, which shall be legally construed, and is mutually agreed to by the parties hereto, as on the southerly fifty (50) feet of the portions of the conveyed property that lie adjacent to the north right-of-way line of Horn Rapids Road, as described in paragraph G below and depicted on Map 2 and Map 7 of Exhibit A.
- E. Grantee Permission and Notification of Proposed Improvements. Grantee shall notify Grantor prior to construction of any improvements in the Grantor Horn Rapids Road Utility/Telecommunication Easement in such a manner that Grantor is provided ample notice and opportunity to comment on such improvements. Such notice shall be provided at least 120 days prior to undertaking such projects.
- F. Legal Description. The legal description of this Grantor Horn Rapids Utility/Telecommunication Easement is set forth, as follows:

Horn Rapids Road Utility/Telecommunication Easement

A 50.00 foot wide easement situated in Tract 37 and along the south boundary line thereof, T. 10 N., R. 28 E., Willamette Meridian, Benton County, Washington, and more particularly described as follows:

A 50.00 feet wide strip of land, **Beginning** at a point at intersection with the north right-of-way line of Horn Rapids Road, 40.00 feet distant north from and parallel with the center line thereof, as described in a quit claim deed, recorded in Auditors File Number 621762, Records of Benton County, Washington, and offset from the westerly edge of pavement of Stevens Road, being 30.00 feet distance and west therefrom, in section 15, T. 10 N., R. 28 E., Willamette Meridian, Washington, from which NGS control station B324 bears N. 70° 48' 52" E., a distance of 280.40 feet, lying 50.00 feet north of and parallel with the following described line;

thence N. 89° 13' 09" W., a distance of 7707.24 feet to the terminus of said line.

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Said easement is subject to any and all easements on record or implied.

The direction of the lines are based on the true meridian as determined by Global Positioning System (GPS) techniques at a mean project elevation of 350 feet above sea level.

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4. **Grantor Route 4 South Utility/Telecommunication Easement**

- A. **Reservation.** Grantor reserves an exclusive easement, referred to herein as “Grantor Route 4 South Utility/Telecommunication Easement,” over, under and upon the Grantor Route 4 South Utility/Telecommunication Easement for Grantor’s construction, maintenance, repair, and operation of a fiber optic cable line(s).
- B. **Duration.** This Grantor Route 4 South Utility/Telecommunication Easement shall commence on the effective date of this Quitclaim Deed, shall run with the land in perpetuity and continue in full force and effect unless and until Grantor has abandoned its fiber optic line for a period of all days in two consecutive calendar years.
- C. **Exclusive.** Grantee may not make any use of the Grantor Route 4S Utility/Telecommunication Easement without the express written consent of the Grantor, which Grantor may withhold in Grantor sole and absolute discretion as the Easement is exclusively for Grantor’s use.
- D. **Operation and Maintenance.** Grantor reserves the right to operate and otherwise maintain all improvements in the Grantor Route 4 South Utility/Telecommunication Easement, and additionally to construct improvements reasonably related to the purpose of this easement. Grantor reserves the right to upgrade this line with new fiber optic cable and related infrastructure and appurtenances.
- E. **Dimension.** This Grantor Route 4 South Utility/Telecommunication Easement has a seventy (70) foot width, which shall be legally construed, and is mutually agreed to by the parties hereto, as beginning at the eastern boundary of the conveyed property and extending seventy (70) feet west as described in the legal description set forth in this Article, at paragraph G below and depicted on Map 2 and Map 8 of Exhibit A.
- F. **Access.** Grantor reserves a full right of access over, upon and under the Grantor Route 4 South Utility/Telecommunication Easement for access in perpetuity to the Grantor Route 4 South Utility/Telecommunication Easement described herein.
- G. **Legal Description.** The legal description of this Grantor Route 4 South Utility/Telecommunication Easement is set forth, as follows:

Telecommunications Easement:

A 70.00 foot wide easement situated in Tract 37 and along the east boundary line thereof, T. 10 & 11 N., R. 28 E., Willamette Meridian, Benton County, Washington, and more particularly described as follows:

A 70 foot wide strip of land, **Beginning** at a point at intersection with the north right-of-way line of Horn Rapids Road, 40.00 feet distant north from and parallel with the center line thereof, as described in a quit claim deed, recorded in Auditors File Number 621762, Records of Benton County, Washington, and an offset from the westerly edge of pavement of Stevens Road, being 30.00 feet distance and west therefrom, in sections 3, 10 and 15, T. 10 N., R. 28 E., and section 34, T. 11 N., R. 28 E., Willamette Meridian, Washington, from which NGS control station B324 bears N. 70° 48' 52" E., a distance of 280.40 feet;

the side line of said easement lies 70.00 feet west of and parallel with the following described line;

N. 1° 36' 41" E., a distance of 332.68 feet;
thence N. 0° 30' 19" E., a distance of 4251.13 feet;
thence N. 0° 56' 42" E., a distance of 4653.83 feet;
thence N. 0° 06' 20" E., a distance of 7769.90 feet, to the terminus of said line, from which NGS control station N523 bears N. 3° 13' 43" E., a distance of 2322.25 feet in section 34, T. 11 N., R. 28 E.;

The sidelines of which are to be extended or contracted to create a closed figure on itself and the boundary of Tract 37, at the North and South ends.

Said easement is subject to any and all easements on record or implied.

The direction of the lines are based on the true meridian as determined by Global Positioning System (GPS) techniques at a mean project elevation of 350 feet above sea level.

COPY

**EXHIBIT D
TO QUITCLAIM DEED
BETWEEN
DEPARTMENT OF ENERGY
AND
TRI-CITY DEVELOPMENT COUNCIL (TRIDEC)
ROADS, ACCESS ROUTES OR EASEMENTS**

COPY

1. The eastern boundary of the parcel of land designated as the Premises (see: Map 1 and Map 2 of Exhibit A) is located approximately thirty (30) feet west from the westerly edge of the pavement of a North-South road, commonly known as the west right-of-way line of Route 4 South. This road is also known as Stevens Drive in the immediate vicinity of the Premises.
2. Grantee must seek approval from Grantor prior to constructing any roads connected to Route 4 South. Such approval remains Grantor's sole discretion. In the event that Grantor approves any such roads or intersection(s), such approval does not constitute an agreement to partner in the design, development, construction, permitting or maintenance of such a road or intersection(s) as such obligations, and any and all obligations arising from Grantor's approval remain the sole obligation of Grantee. Grantor's approval in no way constitutes a permit and Grantee remains liable for obtaining any and all applicable permissions from all local, state and federal governing bodies. Grantor does however agree, that in the future, the Grantee may request permission for a minimum of two access roads to the conveyed parcel from Route 4 South. The access roads would be entry points to the conveyed parcel from the east side of the property and would require a formal written request by the Grantee in advance of easement consideration and execution. Grantor's consideration of any such request will be subject to Grantor's completion of all National Environmental Policy Act and other applicable environmental reviews and compliance with other applicable regulations. Grantor's consideration of any such request may also be subject to negotiation of fees that may be required for use of Grantor's Route 4 South. The Grantee's request for an access road will not be unreasonably withheld.
3. Grantor reserves the right to close Route 4 South, at any time and for any reason, including waste shipments. If Route 4 South is closed for any reason, ingress and egress via any roads which may be connected to Route 4 South may be temporarily impacted. The Grantor shall give such advance notice of the closure as circumstances allow. Ideally, twenty-four (24) hours advanced notice will be provided. The Grantor's determination that such action is necessary shall be conclusive and the Grantor shall not be liable for any loss or damage caused by such an action.
4. The rights herein reserved by Grantor are permanent, and shall not be forfeited through non-use.

**EXHIBIT E
TO QUITCLAIM DEED
BETWEEN
DEPARTMENT OF ENERGY
AND
TRI-CITY DEVELOPMENT COUNCIL (TRIDEC)
RAILROAD**

COPY

1. Railroad and Utility Easement

- A. Reservation. Grantor reserves an exclusive Railroad and Utility Easement with a width of one hundred (100) feet, fifty (50) feet from each side of the centerline of said Railroad, for the linear length of the subject easement on the Premises as legally described in paragraph F of this exhibit (the "Easement Premises"). The subject easement includes access rights for certain third-parties.
- B. Exclusive. This Railroad and Utility Easement is exclusive; use of the same is reserved by Grantor for utilization only by: (a) Grantor; and (b) third-parties with access rights derived solely from Grantor, or otherwise provided by Grantor's written permission. Grantee shall not access the subject easement, except for access across certain crossing points on the subject easement when the railroad is not in active operation.
- C. Duration. The rights herein reserved by Grantor are permanent, and shall not be forfeited through non-use.
- D. Operation and Maintenance. This Railroad and Utility Easement has been reserved by Grantor to enable Grantor's railroad operations on the Premises to continue. Grantor reserves the right to operate and otherwise maintain all improvements in the Railroad and Utility Easement, and additionally to construct improvements and make upgrades to related infrastructure and appurtenances and otherwise to engage in activities reasonably related to the purpose of this easement. Should Grantee develop an objective to place utilities and related infrastructure upon, under or across the designated easement, Grantee agrees to obtain Grantor's written authorization before proceeding.
- E. Access. Grantor reserves a full right of access upon, under and across the Easement Premises for access to the designated Railroad and Utility Easement.

Grantee's use of the aforesaid Railroad and Utility Easement is subject to, and otherwise limited and restricted by, Grantor's paramount and superior right to control access to the identified easement in a manner consistent with Grantor's needs.

Grantee shall, either by the acquisition and retention of easements and other interests in or rights for the use of land or by adoption and enforcement of zoning regulations,

prevent the construction, erection or alteration of any structure in the access roads or access routes to and from the subject Railroad and Utility Easement.

Grantor reserves the right of access to those portions of the designated Railroad and Utility Easement for the purpose of constructing, installing, maintaining, repairing, operating and/or removing railroad and railway appurtenances, equipment, utility, telecommunications and/or well monitoring equipment upon, under or across the easement identified herein, as depicted on Map 9 of Exhibit A.

- F. Legal Description. The legal description for centerline of said Railroad and Utility Easement is set forth, as follows:

A 100.00 foot wide easement situated in T. 10 N., R. 28 E., and T. 11 N., R. 28 E., Willamette Meridian, Benton County, Washington, and more particularly described as follows:

Beginning at a point on the south line of Tract 37, identical with the north right-of-way line of Horn Rapids Road, situated in section 15, T. 10 N., R. 28 E., Willamette Meridian, from which NGS control station B324 bears N. 73° 26' 39" E., a distance of 318.65 feet, thence 50.00 feet on each side of the following described line:

N. 3° 22' 08" W., a distance of 2000.10 feet to a point of curvature, thence N. 1° 35' 46" W., a distance of 345.80 feet when measured on a chord, on the arc of a 5220.98 foot radius curve to the right, having a central angle of 3° 47' 44", a length of 345.86 feet to the point of tangency, thence N. 0° 02' 59" E., a distance of 14,652.07 feet to the north line of Tract 37, in T. 11 N., R. 28 E., and the terminus of said line, from which NGS control station N523 bears N. 2° 15' 47" E, a distance of 2328.68 feet.

The side lines of said easement to be extended or contracted to form a closed area.

The direction of the lines are based on the true meridian as determined by Global Positioning System (GPS) techniques at a mean project elevation of 350 feet above sea level.

COPY

**EXHIBIT F
TO QUITCLAIM DEED
BETWEEN
DEPARTMENT OF ENERGY
AND
TRI-CITY DEVELOPMENT COUNCIL (TRIDEC)

CERCLA**

COPY

Pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended:

1. **Identification of Uncontaminated Property.** With the exception of the hazardous substances identified in Section 2 below, Grantor has determined in accordance with CERCLA 120(h)(4) that no hazardous substances and no petroleum products or their derivatives were known to have been released or disposed of on the Premises.
2. **Notice Regarding Hazardous Substances.**

The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund") 42 U.S.C. Section 9620(h).

In accordance with CERCLA Section 120(h)(3) and 40 CFR 373, and based upon a complete search of agency files, Grantor provides notice of the following:

- A. **Notice Regarding Waste Information Data System (WIDS) Site 600-386.** The Grantor provides notice that lead was released as an abandoned dry cell battery. The waste site was identified in November, 2011 (release is assumed to have occurred prior to that date). The location of the release, known as WIDS site 600-386 is shown on Map 4, Exhibit A of this Quitclaim Deed. The waste site was remediated under EPA/ROD/R-10-01/119 on May 30, 2012, and is classified as interim closed out. Documentation of the remedial action and interim closure at WIDS site 600-386 is provided in Waste Site Reclassification Form 2012-061. Waste Site 600-386 was added to the 300 Area Final Action Record of Decision (ROD) as "no further action required" through EPA's *Explanation of Significant Differences for the Hanford Site 300 Area Record of Decisions for 330-FF-2 and 300-FF-5, and Record of Decision Amendment for 300-FF-1*, September 25, 2015.

Hazardous Substance	CASRN	CERCLA Statutory Code	40 CFR 261.30 Hazardous Waste Number	Released Quantity (Estimated)	
				Pounds	Kilograms
Lead	7439-92-1	2 ¹	N/A	21	9.53

¹Designated as hazardous substance under Section 307(a) of the Clean Water Act.

COPY

3. Notice of Other Environmental Conditions.

- A. Notice Regarding WIDS Site 600-235. The Grantor provides notice that WIDS Site 600-235 is a lead sheathed communications cable which traverses the Hanford Site. Portions of this cable are present on the Premises. WIDS site 600-235 has been designated as "No Action" pursuant to Waste Site Reclassification Form 2001-091. The "No Action" WIDS status indicates that the site does not require any cleanup or remedial action. The 600-235 waste site was designated as a "No additional action needed to meet selected remedy requirements" in the CERCLA Final Action ROD for the 100-FR-1, 100-FR-2, 100-FR-3, 100-IU-2, and 100-IU-6 Operable Units. If it becomes necessary to remove or disturb all or any portion of the cable on the Premises, the Grantee is required to follow applicable federal state, and local requirements in managing the lead sheathed cable and/or related wastes.
- B. Notice Regarding WIDS Site 600-22. The Grantor provides notice of WIDS Site 600-22, a sparsely vegetated area with several steel posts and pieces of scrap metal. This waste site has been designated as "No Action". The "No Action" status in WIDS indicates that the site does not require any cleanup or remedial action. The 600-22 waste site was designated as "No additional action needed to meet selected remedy requirements" in the CERCLA Final Action ROD for the 300 Area, with no institutional controls required.
- C. Notice Regarding Offsite Elevated Levels of Nitrate in Groundwater Plume. The Grantor provides notice that nitrate concentrations are above Drinking Water Standards, 45 mg/L, throughout much of the 1100-EM-1 Operable Unit (OU) and Richland North area, including the southern portion of the Premises; however, nitrate concentrations within these areas have been declining since 2010. These elevated nitrate levels originate from industrial and agricultural uses off-site and are not the result of Hanford activities. Agricultural uses include fertilizer applications to the irrigated fields south and west of the Premises. Nitrate is not listed as a hazardous substance under CERCLA and the nitrate contamination underlying the Premises is not subject to remediation under the 300 Area Final ROD.
- D. Notice Regarding Offsite Elevated Levels of Uranium in Groundwater Plume. The Grantor provides notice that elevated levels of uranium are migrating in concentrations above the Drinking Water Standard (DWS) down gradient of the AREVA facility located on the southern boundary of the Premises. This uranium plume is not subject to CERCLA remediation under the 300 Area ROD and its source is off Premises. The maximum uranium concentration in an AREVA well was reported in 2013, as 36.5 µg/L. DWS are 30 µg/L. In November 2014, Uranium levels within the plume were reported below DWS. Uranium concentrations in the area adjacent to the Premises will be monitored through the AREVA groundwater monitoring program throughout the foreseeable future.

- E. **Notice Regarding Detection of Trichloroethene (TCE) in Groundwater.** The Grantor provides notice that concentrations of TCE below Drinking Water Standards (DWS) have been found in groundwater underneath or adjacent to the southern boundary of the Premises. During January 2014, TCE concentrations in network wells located on and off the Premises near the Horn Rapids Landfill continued to be less than or near the usual detection limit of 1.0 µg/L and have declined since the 1990s. The maximum concentration was 0.71 µg/L in well 699-S31-E10A. Potential breakdown products of TCE (1,1-dichloroethene and vinyl chloride) remained below the detection limit of 1.0 µg/L. The concentration of TCE is well below the maximum contamination level of 5 µg/l for TCE in drinking water set by the EPA. Monitoring will continue to evaluate performance of the remedial action.
- F. **Notice Regarding Detection of Tritium in Groundwater.** The Grantor provides notice that concentrations of tritium below DWS have been detected in groundwater wells on the Premises.

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4. **CERCLA Covenants.**

- A. Grantor warrants that all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the Premises has been taken before the date of this conveyance.
- B. Grantor warrants that any additional remedial action found to be necessary on the Premises after the date of this conveyance shall be conducted by the Grantor. This covenant shall not apply in any case in which Grantee or entity to whom the Premises is transferred is a Potentially Responsible Party (PRP) with respect to the Premises pursuant to CERCLA.
- C. Grantor warrants that any response action or corrective action found to be necessary on the Premises after the conveyance date shall be conducted by the Grantor. The obligation of Grantor under this warranty will be limited to the extent that a response action or corrective action is required by an act or omission of any Grantee which either:
- (1) introduces new contamination; or
 - (2) increases the cost or scope of the required response action or corrective action by negligently managing any contamination present on or under the Premises at the time of the initial conveyance by Grantor.
5. **Additional Response Action.** In the event Grantee seeks to have Grantor conduct any additional remedial action for hazardous substances or Grantee becomes aware of other conditions after the date of this conveyance, Grantee, as a condition precedent to the Grantor incurring any additional cleanup obligation or related expenses, shall provide the Grantor at least forty-five (45) days written notice of such a claim. To commence the forty-five (45) day period, the notice must include credible evidence that:

- A. the associated contamination existed prior to the date of this conveyance; and
- B. the need to conduct any additional remedial or response action or part thereof was not the result of any act or failure to act by the Grantee or any party in possession.

6. **Reservation of Access pursuant to CERCLA.** Grantor reserves a right of access to the Premises in any case in which a remedial action, response action or corrective action is found to be necessary after the date of conveyance on the Premises, or such access is necessary to carry out a remedial action, response action or corrective action on adjoining property.

Such right of access includes without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action which Grantor determines is necessary for the Grantor to meet its responsibilities under applicable laws and as provided for in this Quitclaim Deed.

COPY

**EXHIBIT G
TO QUITCLAIM DEED
BETWEEN
DEPARTMENT OF ENERGY
AND
TRI-CITY DEVELOPMENT COUNCIL (TRIDEC)**

TERMS, CONDITIONS AND COVENANTS

COPY

1. Consideration.

The subject conveyance amount, \$10.00, is less than the estimated fair market value of the Premises. Less than fair market value consideration is present because the Grantee, in compliance with the Carl Levin and Howard P. "Buck" McKeon National Defense Authorization Act for Fiscal Year 2015, has agreed that any net proceeds will be used to support economic redevelopment of, or related to the Hanford Site.

2. National Defense Authorization Act.

The Grantor has the authority to convey the Premises, as legally described herein, to the Grantee pursuant to § 3013 of the Carl Levin and Howard P. "Buck" McKeon National Defense Authorization Act for Fiscal Year 2015, Public Law 113-291, December, 19, 2014.

3. Land Use Planning.

Grantee will comply with all applicable land use planning laws, statutes, regulations, codes, ordinances and provisions, including laws of the State of Washington, Benton County and all applicable municipal authorities, and will obtain all necessary permits.

4. Authorized Uses.

A. Certain commercial and industrial uses proposed by Grantee have been analyzed by Grantor in the *Environmental Assessment, Proposed Conveyance of Land at the Hanford Site, Richland, Washington*, DOE/EA-1915 (2015), as follows:

- (1) Warehousing and distribution (e.g., manufactured parts and materials distribution, food and agriculture; refrigerated warehousing and storage; material handling, packaging and crating; and logistics);
- (2) Research and development (e.g., scientific research; software; data security; computation; energy technology; environmental; and biotechnology);
- (3) Technology manufacturing (e.g., defense manufacturing; sensor manufacturing; medical device manufacturing; food processing; machinery manufacturing; advanced materials manufacturing; and carbon fiber manufacturing);
- (4) Food processing and agriculture (e.g., wine processing; food processing; agricultural products; and craft beer production);

- (5) Back office (e.g., call centers; administrative processing; data processing; information technology; remote sensing; professional services; and training); and
- (6) Energy (e.g., solar energy production; smart grid; and biofuels manufacturing).

Grantor and Grantee agree that the above-described six (6) commercial and industrial use categories, as proposed by Grantee and analyzed in the described *Environmental Assessment*, constitute authorized commercial and industrial uses of the Premises, Nuclear reactor operations are not permissible under section 4.A.(6).

5. Cooperation.

The Grantor and the Grantee agree to cooperate in good faith to minimize any conflict regarding necessary environmental investigation, monitoring, surveillance, reporting and remediation activities and Grantee's operations.

The Grantor and the Grantee agree that any inspection, monitoring, surveillance, reporting and survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the parties.

6. Water Supply.

Grantee agrees that all structures, facilities, and improvements requiring a water supply shall be required to be connected to an appropriate regulatory approved water system for any and all usage.

7. Sale or Lease.

For a seven (7) year period beginning on the date of this conveyance, Grantee will notify Grantor within twenty (20) business days upon sale or lease of all or a portion of the Premises.

8. Run With The Land.

All terms, conditions, covenants and restrictions contained in this Quitclaim Deed, except for those containing a durational limitation, shall run with the land and be binding upon Grantee and Grantee's successors and assigns pursuant to applicable laws.

9. No Waiver.

Grantor's use of or resort to any one or more remedies, or absence or failure thereof to avail itself of those remedies, shall not exclude or be deemed a waiver of any others. In particular, in the event the Grantor fails to exercise one or more enforcement remedies for the Grantee's breach, default or other violation of a covenant, term, condition or restriction, as set forth in this Quitclaim Deed, there shall be no waiver of the Grantor's remedies.

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10. Grantor's Enforcement Mechanisms.

Grantor reserves all enforcement mechanisms and rights to pursue any and all legal, equitable and other remedies for enforcement of the terms, conditions, covenants and restrictions set forth in this Quitclaim Deed, including filing a lawsuit in a court of competent jurisdiction. Grantee agrees that Grantor is empowered and otherwise authorized to pursue any and all legal, equitable and other remedies for enforcement of the subject terms, conditions, covenants and restrictions.

11. Non-Grantor Enforcement Mechanisms.

Grantee acknowledges that persons and entities other than Grantor may pursue enforcement mechanisms concerning the terms, conditions, covenants and restrictions set forth in this Quitclaim Deed.

12. Release.

Grantor reserves the right, at any time after the date of this conveyance, to unilaterally release one or more of the terms, conditions, covenants and restrictions set forth herein.

13. No Liability

In the event the Grantor discretionarily elects not to enforce the breach, default or other violation of a covenant, term, condition or restriction in this Quitclaim Deed, or otherwise fails to do so, Grantor shall not be liable for injuries, damages, fees, costs and any and all other liabilities, of whatsoever nature and to any extent whatsoever, to Grantee or to any other party, entity, person or other claimant.

14. No Warranties.

With the exception of the CERCLA warranty provided by Grantor in Exhibit F, the Premises are transferred by the Grantor on an "as is" basis without warranties of any kind, express or implied.

15. Representatives.

Reference to "Grantor" and "Grantee" includes representatives of each respective party, including employees, agents, officers, contractors, subcontractors and other authorized representatives.

16. Successors in Interest.

Unless otherwise specifically stated in a particular provision of this Quitclaim Deed, reference to "Grantor" and "Grantee" in the Quitclaim Deed and all Exhibits thereto, includes the successors in interest, including assignees and other transferees, of the parties hereto.

17. Anti-deficiency Act.

The responsibilities of Grantor, as described in this Quitclaim Deed, are subject to the availability of appropriated funds for remediation per the Anti-deficiency Act (31 U.S.C. 1341 et. seq.).

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18. Compliance with Applicable Laws.

Grantee covenants that it shall comply with all applicable federal, state and local statutes, regulations, orders, directives, administrative provisions, manuals, municipal codes and other applicable laws and will obtain all necessary permits.

19. Economic Development.

The term "economic development," as used in this Quitclaim Deed, is defined as the use of transferred real property in a way that enhances the production, distribution or consumption of goods and services in the surrounding region(s) and furthers the public policy objectives of Section 3013 of the NDAA for FY 2015.

20. Real Estate Excise Tax.

In accordance with RCW 82.45.020 and other applicable laws, the Grantor, as the United States government is exempt from the payment of real estate excise tax for the subject conveyance, and from any minimum recording fee payment.

21. Recordation.

Grantee shall pay all taxes, costs and fees imposed on this conveyance and shall obtain at Grantee's expense and affix to the Quitclaim Deed such revenue and documentary stamps as may be required by Federal, State of Washington and local laws and ordinances. This Quitclaim Deed and any security documents shall be recorded by Grantee in the manner prescribed by the State of Washington and Benton County recording statutes.

22. Bird-Friendly Design.

Grantee covenants that it will incorporate bird-friendly building design into Grantee's design for buildings, structures and improvements on the Premises to the extent it is reasonably practical to do so.

23. Fire Protection.

Grantee agrees that within the immediate landscaped area (from the structure to approximately 30 feet), special consideration should be given that any combustible materials (e.g., lawn furniture, litter, and construction materials) should be removed or reduced in an effort to protect property (e.g., wildlands, buildings, and equipment) by minimizing fire risk.

COPY

**EXHIBIT H
TO QUITCLAIM DEED
BETWEEN
DEPARTMENT OF ENERGY
AND
TRI-CITY DEVELOPMENT COUNCIL (TRIDEC)**

RESTRICTIONS

1. Net Proceeds.

- A. Restriction. All net proceeds from sale or lease of the Premises (or any portion thereof) received by Grantee during the seven-year (7) period beginning on the date of this conveyance will be used by Grantee to support the economic redevelopment of, or related to, the Hanford Site.
- B. Definition. For the purposes of application of the "Net Proceeds" usage requirement established by Exhibit H, Section 1.A, the term "Grantee" shall be interpreted to mean DOE's designated Community Reuse Organization, Tri-City Development Council, "TRIDEC", and shall include the following partners of TRIDEC: the City of Richland, the County of Benton and the Port of Benton.
- C. Purpose. The purpose of this restriction is to effectuate the purpose, intent and direction of Section 3013 of the Carl Levin and Howard P. "Buck" McKeon National Defense Authorization Act for Fiscal Year 2015, Public Law 113-291.

2. Boundary Monuments.

- A. Restriction. Grantee is prohibited from disturbing any permanent boundary monument, symbol, stake or other marker designating the property boundary of the Premises transferred by this Quitclaim Deed.
- B. Purpose. The purpose of this restriction is to preserve the integrity of the legal boundary of the Premises.

3. Groundwater.

- A. Restriction. Grantee is prohibited from extracting, permitting to be extracted, consuming or otherwise accessing or utilizing any groundwater below the surface of the Premises.
- B. Purpose. The purpose of this restriction is to prevent disturbance to area hydrologic conditions that might adversely affect the movement or other transportation of groundwater contaminants.

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4. Groundwater Monitoring.

- A. Access. Grantee is prohibited from altering, destroying or otherwise tampering with Grantor's established roads or other access routes to all groundwater monitoring wells, as shown on Map 3 of Exhibit A of this Quitclaim Deed.
- B. Alternate Access. Grantee is prohibited from developing an alternate access road or other access route to all groundwater monitoring wells without receiving Grantor's written permission, which will not unreasonably be withheld.
- C. Tampering Restriction. Grantee is prohibited from tampering with or damaging Grantor's groundwater monitoring or remediation systems located on the Premises.
- D. Peripheral Clearance Restriction. Grantee is prohibited from access closer than twenty (20) feet around the periphery of Grantor's groundwater monitoring wells and remediation systems, as delineated on the ground by Grantor. The designated twenty (20) feet around each groundwater well and all remediation systems is for Grantor's exclusive access only.
- E. Road or Access Route Width. Grantee is prohibited from narrowing or shortening the minimum required width of ten (10) feet for the full length of all roads or other access routes or approved alternate access routes to Grantor's groundwater wells. The designated roads or access routes to or from Grantor's groundwater wells are non-exclusive in nature such that such roads and routes may be accessed by Grantee, with the exception of the twenty (20) feet radius around each groundwater well which is for Grantor's access only.
- F. Purpose. The purpose of these restrictions is to enable Grantor to conduct long-term groundwater monitoring and operate remediation systems on the Premises.

5. Storm Water Discharge.

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- A. Restriction. Grantee is prohibited from placement of swales, ponds, and other storm water drainage facilities in the area between the following two lines: (a) line 1,969 feet (600 meters) north of the centerline of Horn Rapids Road, and (b) line 15,781 feet (4,810 meters) north of the centerline of Horn Rapids Road as shown on Map 11 in Exhibit A.
- B. Purpose. The purpose of this restriction is to prevent disturbance to water table conditions that might adversely affect the movement or other transportation of groundwater contaminants or changes to the water table under existing landfills and disposal facilities.

6. Excavation.

- A. Restriction. Any ground disturbance performed by the Grantee resulting from construction activities, construction or installation of any piping or utility system component, drilling, digging or other any excavation, of whatsoever nature and type, on

any portion of the Premises is prohibited below a depth of twenty (20) feet (6.1 meters) from the surface of the ground, and prohibited within 6.6 feet (2 meters) of the groundwater whichever is most restrictive, except upon the express written permission of the Grantor.

- B. Definition. The term, "surface of the ground," as used herein, refers to the ground level on the date of conveyance by this Quitclaim Deed, rather than the ground surface after grading, digging, excavation, construction, development or other ground disturbing activities.
- C. Purpose. The purpose is to prevent disturbance to area hydrologic conditions that might affect transport of contaminants in the groundwater.

7. Mining.

- A. Restriction. Grantee is prohibited from mining the Premises including extraction or production of any coal, oil, gas, geothermal steam, associated geothermal resources, aggregate and any other minerals.
- B. Purpose. The purpose of this restriction is to prevent Grantee from engaging in mineral extraction, and related activities, which have the potential to adversely affect or otherwise disturb contaminated groundwater and other hydrologic conditions, and to carry out specific provisions of the Memorandum of Agreement, September 2015, among the Grantor and Washington State Department of Archaeology and Historic Preservation, the Advisory Council on Historic Preservation, Confederated Tribes and Bands of the Yakama Nation, Confederated Tribes of the Umatilla Indian Reservation, Nez Perce Tribe, and Wanapum regarding the land conveyance, which has been effectuated by Grantor pursuant to the National Historic Preservation Act (16 U.S.C. 470 et. seq.), hereinafter referred to as "MOA".

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8. Concentrating Solar Power Farm (CSP).

- A. Restriction. Grantee is prohibited from constructing and operating a CSP Solar Farm System on the Premises.
- B. Purpose. The purpose of this restriction is to prevent potential glint and glare hazards, associated with a CSP Solar Farm System, and to carry out specific provisions of the MOA which has been effectuated by Grantor pursuant to the National Historic Preservation Act (16 U.S.C. 470 et. seq.).

9. Noise Restrictions

By acceptance of this Deed, the Grantee covenants and agrees to restrict or prohibit activities on the Premises that generate noise in excess of the Noise Generation Standard described below.

- A. PNNL Noise Generation Standard. Grantor requires Grantee's acoustic and noise signature on the Premises will not exceed current Washington State standards and exemptions for Class C Industrial Areas.
- B. Purpose. The purpose of the foregoing noise generation standard is to prevent, reduce or otherwise minimize potential adverse impacts to Grantor's operations at PNNL and activities from Grantee's use of the Premises and to carry out specific provisions of the MOA which has been effectuated by Grantor pursuant to the National Historic Preservation Act (16 U.S.C. 470 et. seq.).

10. Vibration Restrictions.

By acceptance of this Deed, the Grantee, its successors and assigns, covenants and agrees to restrict or prohibit activities on the Premises that generate vibration in excess of the Pacific Northwest National Laboratory (PNNL) Vibration Standard and the Laser Interferometer Gravitational Wave Observatory (LIGO) Vibration Standard described below.

A. Vibration and PNNL Operations.

- (1) PNNL Vibration Standard. The parties are in agreement that, after the date of this deed transfer, vibration impacts arising from the Premises shall be limited such that:
 - a. Any Heavy Reciprocating Machinery must be at least three (3) kilometers from the PNNL Site boundary
 - b. Any Balanced Non-Reciprocating Industrial Machinery must be at least one (1) kilometer from the PNNL Site boundary
 - c. Activities on the Premises that result in vibrations created by continuous and/or routine blasting are prohibited. To the extent any uncertainty arises with respect to the application of this vibration standard for non-routine blasting, Article 12, Periodic Discussions and Development Plans, of Exhibit H of this Quitclaim Deed shall be utilized to mitigate those non-routine blasting activities.

- B. Purpose. The purpose of the foregoing PNNL vibration standard is to prevent, reduce or otherwise minimize potential adverse impacts to Grantor's PNNL operations and activities from Grantee's use of the Premises, and to carry out specific provisions of the MOA which has been effectuated by Grantor pursuant to the National Historic Preservation Act (16 U.S.C. 470 et. seq.).

C. Vibration and LIGO Operations.

- (1) LIGO Vibration Standard. The parties are in agreement that, after the date of this deed transfer, vibration (dependent on frequency) emanating from the Premises shall be consistent with non-reciprocating power plant machinery or

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balanced industrial machinery operating above 300 RPM (5Hz) or must meet the following specifications below 300 RPM (5 Hz):

- a. In the frequency range from 0.3 Hz to 1.5 Hz, ground vibration levels as measured 100 meters from the source should not exceed 0.3 micrometers/sec/root (Hz). For example, in the frequency band from 0.5 Hz to 1.5 Hz this would be equivalent to a vibration level of 0.3 micrometers/sec RMS.
- b. In the frequency range from 1.5 Hz to 2.5 Hz, ground vibration levels as measured 100 meters from the source should not exceed 0.3 micrometers/sec/root (Hz). For example, in the frequency band from 1.5 Hz to 2.5 Hz this would be equivalent to a vibration level of 0.3 micrometers/sec RMS.
- c. In the frequency range from 2.5 Hz to 3.5 Hz, ground vibration levels as measured 100 meters from the source should not exceed 0.5 micrometers/sec/root (Hz). For example, in the frequency band from 2.5 Hz to 3.5 Hz this would be equivalent to a vibration level of 0.5 micrometers/sec RMS.
- d. In the frequency range from 3.5 Hz to 5 Hz, ground vibration levels as measured 100 meters from the source should not exceed 2.5 micrometers/sec/root (Hz). For example, in the frequency band from 3.5 Hz to 5 Hz this would be equivalent to a vibration level of 3 micrometers/sec RMS.
- e. These vibration levels should be compatible with operation of motor vehicles driven on smooth pavement. However trucks driven off-pavement, over pavement in poor repair, or over speed bumps would likely cause these vibration levels to be exceeded.
- f. Reciprocating power-plant machinery, rock crushers and heavy machinery would likely cause these vibration levels to be exceeded.

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- (2) Point of Compliance. The point of compliance for the above-described vibration standard is within 100 meters of the source or at the boundary of the Premises, as measured by LIGO's technical staff.
- (3) Noncompliance. In the event of Grantee's noncompliance with the vibration standard set forth in Article 9.B.(1) of Exhibit H of this Quitclaim Deed, LIGO will provide a measurement report to Grantee inclusive of third party verification; and (2) Grantee will use its best efforts to cure its noncompliance and come into compliance within twenty (20) business days. In the event that

Grantee fails to cure its noncompliance within twenty (20) business days, Grantor may pursue any available legal or equitable remedies.

- (4) Purpose. The purpose of the foregoing LIGO vibration standard is to prevent, reduce or otherwise minimize potential adverse impacts to LIGO operations and activities from Grantee's use of the Premises, and to carry out specific provisions of the MOA which has been effectuated by Grantor pursuant to the National Historic Preservation Act (16 U.S.C. 470 et. seq.).

11. Electric Field and Magnetic Interference.

Grantee agrees to restrict or prohibit activities on the Premises that generate electrical field (EF) and magnetic (M) interferences in excess of the EF/M Interference Standard described below.

- A. EF/M Interference Standard. The parties are in agreement that, after the date of this deed transfer, all Intentional Radiators on the Premises shall not exceed the Federal Communications Commission Standard at 47 CFR Part 15, Subpart C.
- B. Purpose. The purpose of the foregoing electrical field and magnetic interference standard is to prevent, reduce or otherwise minimize potential adverse impacts to sensitive PNNL operations and activities from Grantee's use of the Premises, and to carry out specific provisions of the MOA which has been effectuated by Grantor pursuant to the National Historic Preservation Act (16 U.S.C. 470 et. seq.).

12. Radionuclide Emissions.

By acceptance of this Deed, the Grantee covenants and agrees to restrict or prohibit activities on the Premises that cause airborne radionuclide emissions in excess of the Natural Occurrences and Radionuclide Emissions Standards described below.

- A. Radionuclide Emissions Standard. The Grantee is prohibited from activities on the Premises creating or otherwise causing emissions into the airborne environment arising from the possession, use or discharge from any fissionable material, fission products or activation products.
- B. Natural Occurrence. Any and all activities with any of the known (~65) naturally occurring radioactive isotopes found in nature are not prohibited. Naturally occurring radioactive isotopes will generally belong to one of three classes: (1) cosmogenically produced in the atmosphere (e.g., tritium and carbon-14); (2) long-lived unstable nuclides (e.g., potassium-40 in agricultural products, and uranium-238 found in soils); and (3) decay products of long-lived unstable nuclides (e.g., radioactive isotopes of polonium, thorium, and radium).

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- C. Purpose. The purpose of the foregoing radionuclide emissions standard is to prevent, reduce or otherwise minimize potential adverse impacts to PNNL operations and activities from Grantee's use of the Premises.

13. Periodic Discussions and Development Plans.

- A. Periodic Discussions. Grantee will hold periodic discussions with Grantor, PNNL, LIGO, Confederated Tribes of the Umatilla Indian Reservation, the Confederated Tribes and Bands of the Yakama Nation, the Nez Perce Tribe and the Wanapum Band of Indians (collectively "Tribes"), as may be applicable, concerning the noise, vibration, electromagnetic, and radionuclide emissions set forth in this Quitclaim Deed concerning the continued viability or need for such standards. The discussions will be arranged by Grantee and held at least every five (5) years, with the first such discussions to be held on or before September 30, 2020 and subsequent discussions to be held at least every five (5) years thereafter.
- B. Termination Standards. Termination of these standards will not be unreasonably withheld if the activity requiring the restrictive standard is no longer conducted at PNNL or LIGO for a period of more than three (3) years prior to a request for termination, and the Tribes agree to the removal of a restrictive standard that is contained in the MOA.
- C. Notification of Development Plans. Grantee agrees that it will provide timely notice to PNNL and LIGO of Grantee's plans for development of the Premises, including any and all of Grantees applications, petitions, requests for land use actions and all related matters. The Tribes will be notified of project location planning as stipulated in Attachment A to Exhibit H of this Deed.
- D. Recordation. In the event that Grantee reaches an accord with Grantor, Tribes, PNNL, and/or LIGO that all or certain of such standards need to be terminated, relaxed or otherwise modified, Grantor agrees to execute, and record in the public records of Benton County, Washington, a termination or modification of the affected standards, covenants and restrictions.
- E. Purpose. The purpose of this Article is to establish a process for review and revision of noise, vibration, electromagnetic, and radionuclide emissions standards; and to carry out specific provisions of the MOA which has been effectuated by Grantor pursuant to the National Historic Preservation Act (16 U.S.C. 470 et. seq.).

14. Tribal Access.

- A. Restriction. Grantee is required to provide access to the Premises prior to its development to members of the Confederated Tribes and Bands of the Yakama Nation, Confederated Tribes of the Umatilla Indian Reservation, the Nez Perce Tribe and the Wanapum Band of Indians (collectively "Tribes") for tribal activities. An

access agreement will be developed between the Tribes and the land owners to facilitate access.

- B. Purpose. The purpose is to carry out specific provisions of the MOA which has been effectuated by Grantor pursuant to the National Historic Preservation Act (16 U.S.C. 470 et. seq.).

15. Buildings and Natural Landscaping.

A. Restriction.

- (1) The Grantee agrees that the height of buildings that are constructed on the conveyed land will not exceed the height limits that are authorized pursuant to Chapter 23.28.030 of the Richland Municipal Code (RMC); as amended. Grantee agrees that it shall not seek a waiver of the height limitations contained in these provisions of the RMC by utilizing the variance provisions of RMC 23.70.150, or by application of any other process that may allow the Grantee to construct a building with a height greater than that explicitly allowed by RMC Chapter 23.28.030.
- (2) The Grantee agrees that buildings (including roofs) will be finished in colors that are non-reflective and that emulate those of the natural surroundings.
- (3) The Grantee agrees to xeriscaping utilizing native plants to lessen impacts to adjacent plant communities and eliminate need for supplemental watering.

- B. Purpose. The purpose is to carry out specific provisions of the MOA which has been effectuated by Grantor pursuant to the National Historic Preservation Act (16 U.S.C. 470 et. seq.).

16. Cultural Resource Protection.

- A. Restriction. Grantee is required to comply with Washington State laws, as amended, for cultural resource protection:

- (1) Indian Graves and Records Act (RCW 27.44);
- (2) Archaeological Sites and Resources Act (RCW 27.53);
- (3) Abandoned and Historic Cemeteries and Historic Graves Act (RCW 68.60);
- (4) Archaeological Excavation and Removal permit process (WAC 25-48); and
- (5) Human Remains (RCW 68.50).

- B. Purpose. The purpose is to carry out specific provisions of the MOA which has been effectuated by Grantor pursuant to the National Historic Preservation Act (16 U.S.C. 470 et. seq.).

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17. Pre-Contact Archaeological Materials.

- A. Restriction. Grantor retains ownership of all pre-contact archaeological materials. Grantee is required to return all pre-contact archaeological material to Grantor for relocation in consultation with Tribes.
- B. Purpose. The purpose is to carry out specific provisions of the MOA which has been effectuated by Grantor pursuant to the National Historic Preservation Act (16 U.S.C. 470 et. seq.).

18. Contaminated Pre-Contact Artifacts or Human Remains.

- A. Restriction. Grantee is required to return any and all contaminated pre-contact artifacts or human remains found on the Premises to Grantor for Tribal consultation and reburial on the Hanford Site.
- B. Purpose. The purpose is to carry out specific provisions of the MOA which has been effectuated by Grantor pursuant to the National Historic Preservation Act (16 U.S.C. 470 et. seq.).

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19. Enforcement of Deed.

- A. Restriction. This restriction has been put in place to set forth the required protocol, in the event that Grantee does not comply with one or more deed restrictions of the Quitclaim Deed.
- B. Annual Report. On an annual basis Grantee shall submit a report to Grantor regarding Grantee's compliance with the deed restrictions set forth in this Quitclaim Deed, and any challenges encountered during the previous year.
- C. Enforcement. In the event of non-compliance with the deed restrictions, the Grantor, may institute a suit for damages and seek to enjoin any non-compliance. In the event of non-compliance with those deed restrictions where the purpose is specifically identified to carry out provisions of the Memorandum of Agreement pursuant to the National Historic Preservation Act (16 U.S.C. 470 et. seq.), the State Historic Preservation Officer, or its authorized representative may institute a suit for damages and seek to enjoin any non-compliance. If such identified party ultimately prevails, it shall be entitled to recover all reasonable costs and expenses incurred in connection with such a suit, including, but not limited to all court costs and reasonable attorney's fees.
- D. Purpose. This deed restriction has been put in place in order to establish an agreed protocol in the event of Grantee's noncompliance with a deed restriction.

20. Cultural Resource Protection Protocol.

- A. Restriction. The Grantee shall implement the attached Cultural Resource Protection Protocol. The Cultural Resource Protection Protocol can be amended as agreed to between Grantee and the Tribes. (See Attachment A to this Exhibit).

- B. Purpose. The purpose is to carry out specific provisions of the MOA which has been effectuated by Grantor pursuant to the National Historic Preservation Act (16 U.S.C. 470 et. seq.).

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**ATTACHMENT A
TO QUITCLAIM DEED
BETWEEN
DEPARTMENT OF ENERGY
AND
TRI-CITY DEVELOPMENT COUNCIL (TRIDEC)**

CULTURAL RESOURCE PROTECTION PROTOCOL

The Inter-Tribal Advisory Board (ITAB) will consist of one representative from the Confederated Tribes and Bands of the Yakama Nation, the Nez Perce Tribe, the Confederated Tribes of the Umatilla Indian Reservation and the Wanapum. ITAB will meet once a month with a designated representative from TRIDEC and/or potential land owners as the land is sold. The purpose of the meeting will be to discuss ground disturbing activities and coordinate how to best comply with the cultural resource protection procedures below. It is noted the land has been transferred with the intent of development. It is not the intent of the ITAB to hold up development projects. The only interest of the ITAB is to ensure the protection of cultural resources through identification, evaluation and relocation.

The land owners are responsible for funding compliance with the protocol.

1. Project Location Planning. Prior to the selection of potential locations the project proponent shall consider the likelihood of the project impacting burial sites and cultural resources that may be within or adjacent to the proposed project's area of potential effect. Methods to be involved in making this assessment may include but not be limited to literature reviews, oral history reviews, archaeological survey and/or testing, and remote sensing as recommended by ITAB.

2. Selected Project Location. Once a preferred project location (area of potential effect) has been chosen, ITAB shall recommend the appropriate level of cultural resource investigation to be conducted. Methods to be involved in this assessment may include but not be limited to literature reviews, archaeological survey and/or testing, monitoring, and/or remote sensing investigation, as recommended by ITAB.

a. Any cultural resources work required must comply with applicable professional standards. All contractors shall comply with the Secretary of Interior professional qualification standards at 36 CFR 61.

b. The associated cultural resource report must be sent to the ITAB and Department of Archaeology and Historic Preservation (DAHP) for review. The ITAB shall review and either concur or not concur with the findings of the report within 30 days.

c. Clearance shall be granted by the ITAB & DAHP if one of the following conditions is satisfied:

i. The action has no potential to cause an effect to cultural resources; or

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- ii. The action has no effect to cultural resources; or
- iii. The action will have no adverse effect to cultural resources; or
- iv. The action will have an adverse effect to cultural resources, then one of the following actions will be taken:
 - a). Avoid the impact to cultural resources;
 - b). Minimize the effects of the project to the cultural resource; or,
 - c). Mitigate through the development of a data recovery plan, as approved by the ITAB, to include relocation of the cultural material to resolve those effects.

3. If items suspected to be cultural resources are observed, cease activities occurring within 100 feet of the discovery in order to protect the integrity of such resources. Reasonable steps shall be taken to secure the area. No cultural resources will be further disturbed or transported from its original location, unless approved by the ITAB. Contact the ITAB to determine the next steps. These may include, but shall not be limited to, documentation, avoidance, excavation, determining site eligibility, or no additional work needed. Activities in the area of the find may resume only after receipt of written approval from the ITAB.

4. These projects may be subject to fees based on clearance work required.

5. For projects meeting the definition of a federal undertaking as defined by 36 CFR 800.16, the National Historic Preservation Act Section 106 process will be followed.

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When recorded return to:

Mike Elsen, Realty Officer
U.S. Department of Energy
P.O. Box 550, MS: H5-20
Richland, WA 99352

PTN. PID# 1-3418-300-0001-000 / 1-3418-300-0002-000
1-0308-400-0000-000 / 1-1008-100-0001-001
1-1008-100-0001-004 / 1-0308-400-0001-000
1-1008-100-0001-003 DR PJLPO

FIRST AMENDMENT OF QUITCLAIM DEED

The Grantor, the United States of America, by and through the Secretary of the Department of Energy ("DOE"), remised, released, conveyed and quitclaimed certain real property located in Benton County, Washington to the Grantee, Tri-City Development Council ("TRIDEC"), of Kennewick, Washington, on September 30, 2015, by that certain ^{*}Quitclaim Deed duly recorded in the records of Benton County, Washington in accordance with the Abbreviated Legal and Transaction Designator set forth below. In the intervening period of time the Grantor has reached the conclusion that it is appropriate to amend certain terms, conditions, covenants and restrictions of the aforesaid Quitclaim Deed in order to further economic redevelopment of the Hanford Site. Additionally, the legal description has been modified by the Bureau of Land Management ("BLM") since the date of the original transaction. Now, therefore, the Grantor issues this First Amendment of Quitclaim Deed in order to: (1) amend certain terms, conditions, covenants and restrictions; and (2) modify the legal description in accordance with BLM's surveying work.

Abbreviated Legal: A Portion of Tract 37, Comprising 1,641 Acres (More or Less), T. 10 N., R. 28 E., T. 11 N., R. 28 E., Records of Benton County, Washington. Commonly Known As: Hanford Parcel 37 or "HP-37."

Transaction Designator: NDAA.HANFORD.DOE.TRIDEC.1STAMQ-DEED.2018

DATED: July 17, 2018.

Mike Elsen
Mike Elsen
Realty Officer
U.S. Department of Energy

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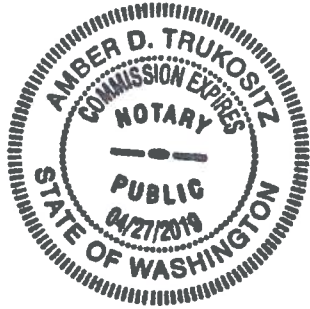
* AFN 2015-029457

State of Washington)

County of Benton)

ss.

I, Amber D. Trukositz, a Notary Public, hereby certify that I know or have satisfactory evidence that Mike Elsen, who appeared before me, is the duly appointed and authorized Realty Officer of the Grantor, with a duly authorized warrant, and said person duly acknowledged this First Amendment of Quitclaim Deed to be his voluntary and free act for the uses and purposes described herein.



Amber D. Trukositz

Notary name printed or typed

Notary Public in and for the State of Washington,
residing at Kenneman, WA.

My appointment expires: 4/20/2019.

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I. Legal Description

1. The legal description has been modified to memorialize that the existing legal description and maps, as set forth in Exhibit A of the above-described Quitclaim Deed, have been replaced with an updated legal description based on the survey and boundary monuments established by the Bureau of Land Management, and updated Exhibit A maps based on the updated legal description.
2. The legal description and maps in Exhibit A of the Quitclaim Deed are updated, superseded and otherwise replaced with the following legal description and maps:

LEGAL DESCRIPTION AND MAPS

The subject parcel of real estate is referred to as "the Premises," and is legally described as follows and as shown on Map 1 and Map 2 of Exhibit A:

A parcel of land situated in a portion of T. 10 N., R. 28 E., and T. 11 N., R. 28 E., Willamette Meridian, Benton County, Washington, identified as Tract 37 in the Bureau of Land Management (BLM) official survey, accepted February 6, 2018, on file in the BLM office in Portland, Oregon, and more particularly described as follows:

Beginning at the true point for Angle Point No. 1 of Tract 37, at intersection with the north right-of-way line of Horn Rapids Road, 70 feet distant north from and parallel with the center line thereof, as described in Easement Quitclaim Deed, recorded in Auditors File No. 621762, Records of Benton County, Washington, and an offset from the westerly edge of pavement of Stevens Drive (Route 4S), being 30.00 feet distance and west therefrom, in section 15, T. 10 N., R. 28 E., Willamette Meridian, (WM) Washington, (WA) from which the Witness Corner for Angle Point No. 1 of Tract 37 bears N. 46° 53' 46" W., a distance of 30.08 feet,

thence N. 89° 23' 44" W., on Line 1-2 of Tract 37, identical with the north right-of-way line of said Horn Rapids Road, a distance of 77.68 feet to the Witness Point on Line 1-2 of Tract 37, in section 15, T. 10 N., R. 28 E., WM, WA.,

thence N. 89° 23' 44" W., continuing on Line 1-2 of Tract 37, identical with said north right-of-way line, a distance of 1812.53 feet, to Angle Point No. 2 of Tract 37, identical with the SE corner of Lot 1 of section 15, T. 10 N., R. 28 E., WM, WA.,

thence leaving said north right-of-way line, N. 0° 51' 59" E., on line 2-3 of Tract 37, identical with the east boundary of Lot 1 of section 15, a distance of 1853.00 feet, to Angle Point No. 3 of Tract 37, identical with the NE corner of Lot 1 of section 15, T. 10 N., R. 28 E., WM, WA.,

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thence N. 89° 07' 25" W., on Line 3-4 of Tract 37, identical with the north boundary of Lot 1 of section 15, a distance of 1684.24 feet, to Angle Point No. 4 of Tract 37, identical with the NW corner of Lot 1 of section 15, T. 10 N., R. 28 E., WM, WA.,

thence S. 0° 52' 44" W., on Line 4-5 of Tract 37, identical with the west boundary of Lot 1 of section 15, a distance of 1860.71 feet to Angle Point No. 5 of Tract 37, identical with the SW corner of Lot 1 of section 15, and the north right-of-way line of said Horn Rapids Road, T. 10 N., R. 28 E., WM, WA.,

thence N. 89° 23' 44" W., on Line 5-6 of Tract 37, identical with the north right-of-way line of said Horn Rapids Road, a distance of 1604.90 feet, to Angle Point No. 6 of Tract 37, identical with the SE corner of Lot 1 of section 16, T. 10 N., R. 28 E., WM, WA.,

thence leaving said north right-of-way line, N. 1° 09' 55" E., on Line 6-7 of Tract 37, identical with the east boundary of Lot 1 of section 16, a distance of 1436.05 feet, to Angle Point No. 7 of Tract 37, identical with the NE corner of Lot 1 of section 16, T. 10 N., R. 28 E., WM, WA.,

thence N. 89° 13' 32" W., on Line 7-8 of Tract 37, identical with the north boundary of Lot 1 of section 16, a distance of 1612.48 feet, to Angle Point No. 8 of Tract 37, identical with the NW corner of Lot 1 of section 16, T. 10 N., R. 28 E., WM, WA.,

thence S. 0° 39' 40" W., on Line 8-9 of Tract 37, identical with the west boundary of Lot 1 of section 16, a distance of 1440.92 feet to Angle Point No. 9 of Tract 37, identical with the SW corner of Lot 1 of section 16, on the north right-of-way line of said Horn Rapids Road, T. 10 N., R. 28 E., WM, WA.,

thence N. 89° 23' 44" W., on Line 9-10 of Tract 37, identical with the north right-of-way line of said Horn Rapids Road, a distance of 889.46 feet to Angle Point No. 10 of Tract 37, in section 16, T. 10 N., R. 28 E., WM, WA.,

thence leaving said north right-of-way line, N. 0° 11' 48" W., on Line 10-11 of Tract 37, a distance of 503.19 feet to Angle Point No. 11 of Tract 37, in section 16, T. 10 N., R. 28 E., WM, WA.,

thence N. 89° 08' 01" W., on Line 11-12 of Tract 37, a distance of 823.30 feet to Angle Point No. 12 of Tract 37, at intersection with the east boundary line of the National Utility Training Services, Inc., (NUTS) property as described in a quitclaim deed, Auditors File Number 2005-013181, Records of Benton County, Washington, in section 16, T. 10 N., R. 28 E., WM, WA.,

thence N. 0° 51' 23" E., on Line 12-13 of Tract 37, identical with said east boundary line, a distance of 2031.99 feet to Angle Point No. 13 of Tract 37, identical with the NE corner of the NUTS property, in section 16, T. 10 N., R. 28 E., WM, WA., as described in said

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quitclaim deed, and the survey by Daniel L. Strasser, PLS No. 32445, Auditors File Number 2001-028660, records of Benton County, Washington,

thence N. $0^{\circ} 51' 57''$ E., on Line 13-14 of Tract 37, a distance of 446.07 feet to Angle Point No. 14 of Tract 37, on the southerly right-of-way line of the Bonneville Power Administration (BPA) BENTON - WHITE BLUFFS No. 1 transmission line, identical with the south boundary of the Hanford Patrol Training Academy (HPTA) property, in section 9, T. 10 N., R. 28 E., Willamette Meridian, Washington, from which the 1/4 section corner of sections 9 and 16, bears S. $59^{\circ} 33' 48''$ E., a distance of 859.55 feet,

thence S. $87^{\circ} 59' 38''$ E., on line 14-15 of Tract 37, identical with said southerly right-of-way line and the south boundary of the HPTA property, a distance of 3129.83 feet to Angle Point No. 15 of Tract 37, identical with the southeast corner of the HPTA property, in section 9, T. 10 N., R. 28 E., Willamette Meridian, Washington, from which the corner of sections 9, 10, 15, and 16, bears S. $36^{\circ} 21' 24''$ E., a distance of 428.75 feet,

thence leaving said southerly right-of-way line, N. $0^{\circ} 30' 15''$ E., on Line 15-16 of Tract 37, identical with the east boundary line of the HPTA property, a distance of 2,470.19 feet to Witness Point No. 1 on line 15-16 of Tract 37, in section 9, T. 10 N., R. 28 E., Willamette Meridian, Washington, from which the 1/4 section corner of sections 9 and 10, bears S. $54^{\circ} 07' 01''$ E., a distance of 299.72 feet,

thence N. $0^{\circ} 30' 15''$ E., continuing on Line 15-16 of Tract 37, identical with said east boundary line, a distance of 2480.26 feet to Witness Point No. 2 on line 15-16 of Tract 37, in section 4, T. 10 N., R. 28 E., Willamette Meridian, Washington, from which the corner of sections 3, 4, 9, and 10, bears S. $85^{\circ} 51' 48''$ E., a distance of 231.22 feet,

thence N. $0^{\circ} 30' 15''$ E., continuing on Line 15-16 of Tract 37, identical with said east boundary line, a distance of 3410.41 feet to Witness Point No. 3 on line 15-16 of Tract 37, in section 4, T. 10 N., R. 28 E., Willamette Meridian, Washington,

thence N. $0^{\circ} 30' 15''$ E., continuing on Line 15-16 of Tract 37, identical with said east boundary line, a distance of 3289.14 feet to Witness Point No. 4 on line 15-16 of Tract 37, in section 33, T. 11 N., R. 28 E., Willamette Meridian, Washington, from which the corner of sections 3, 4, 33, and 34, of Tps. 10 and 11 N., Rs. 28 E., WM, WA., bears S. $8^{\circ} 00' 04''$ E., a distance of 1450.09 feet,

thence N. $0^{\circ} 30' 15''$ E., continuing on Line 15-16 of Tract 37, identical with said east boundary line, a distance of 2163.97 feet to Angle Point No. 16 of Tract 37, in section 33 of T. 11 N., R. 28 E., WM, WA.,

thence leaving said east boundary line, N. $86^{\circ} 19' 33''$ E., on Line 16-17 of Tract 37, a distance of 2675.66 feet to the Witness Point on Line 16-17 of Tract 37, in section 34, T. 11 N., R. 28 E., WM, WA.,

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thence N. 86° 19' 33" E., continuing on Line 16-17 of Tract 37, a distance of 2675.63 feet to Angle Point No. 17 of Tract 37, at an offset from the westerly edge of pavement of Stevens Drive (Route 4S), being 30.00 feet distance and west therefrom, in section 34 of T. 11 N., R. 28 E., WM, WA.,

thence S. 0° 03' 45" W., on Line 17-18 of Tract 37, identical with said 30.00 foot offset line, a distance of 2558.56 feet to the Witness Point on Line 17-18 of Tract 37, in section 34, T. 11 N., R. 28 E., WM, WA.,

thence S. 0° 03' 45" W., continuing on Line 17-18 of Tract 37, a distance of 2990.04 feet to Angle Point No. 18 of Tract 37, identical with Angle Point No. 1 of Tract 38, in section 3 of T. 10 N., R. 28 E., WM, WA.,

thence leaving said 30.00 foot offset line, N. 89° 11' 27" W., on Line 18-19 of Tract 37, identical with Line 1-2 of Tract 38, a distance of 3819.34 feet to Angle Point No. 19 of Tract 37, identical with Angle Point No. 2 of Tract 38, in section 3 of T. 10 N., R. 28 E., WM, WA.,

thence S. 0° 36' 23" W., on Line 19-20 of Tract 37, identical with Line 2-3 of Tract 38, a distance of 4101.77 feet to Angle Point No. 20 of Tract 37, identical with Angle Point No. 3 of Tract 38, in section 10 of T. 10 N., R. 28 E., WM, WA.,

thence S. 44° 52' 17" E., on Line 20-21 of Tract 37, identical with Line 3-4 of Tract 38, a distance of 2376.63 feet to the Witness Point on line 20-21 of Tract 37, identical with line 3-4 of Tract 38, in section 10 of T. 10 N., R. 28 E., WM, WA.,

thence S. 44° 52' 17" E., continuing on Line 20-21 of Tract 37, identical with Line 3-4 of Tract 38, a distance of 2376.75 feet to Angle Point No. 21 of Tract 37, identical with Angle Point No. 4 of Tract 38, in section 10 of T. 10 N., R. 28 E., WM, WA.,

thence S. 89° 08' 46" E., on Line 21-22 of Tract 37, identical with Line 4-5 of Tract 38, a distance of 420.97 feet to Angle Point No. 22 of Tract 37, identical with Angle Point No. 5 of Tract 38, at an offset from the westerly edge of pavement of Stevens Drive (Route 4S), being 30.00 feet distance and west therefrom, in section 10 of T. 10 N., R. 28 E., WM, WA.,

thence leaving Tract 38, S. 0° 25' 27" W., on Line 22-23 of Tract 37, identical with said 30.00 foot offset line, a distance of 3741.27 feet to Angle Point No. 23 of Tract 37, at an offset from the westerly edge of pavement of Stevens Drive (Route 4S), being 30.00 feet distance and west therefrom, in section 10 of T. 10 N., R. 28 E., WM, WA.,

thence S. 2° 08' 49" W., on Line 23-1 of Tract 38, identical with said 30.00 foot offset line, a distance of 409.53 feet to Angle Point No. 1 of Tract 37, the **Point of Beginning**.

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Said parcel of land is subject to any and all easements or rights-of-ways of record or implied.

Containing 1641.25 acres, more or less.

The direction of the lines are based on the true meridian as determined by Global Positioning System (GPS) techniques at a mean project elevation of 350 feet above sea level.

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Exhibit A – Map 1
This Map Replaces Original Exhibit A – Map 1

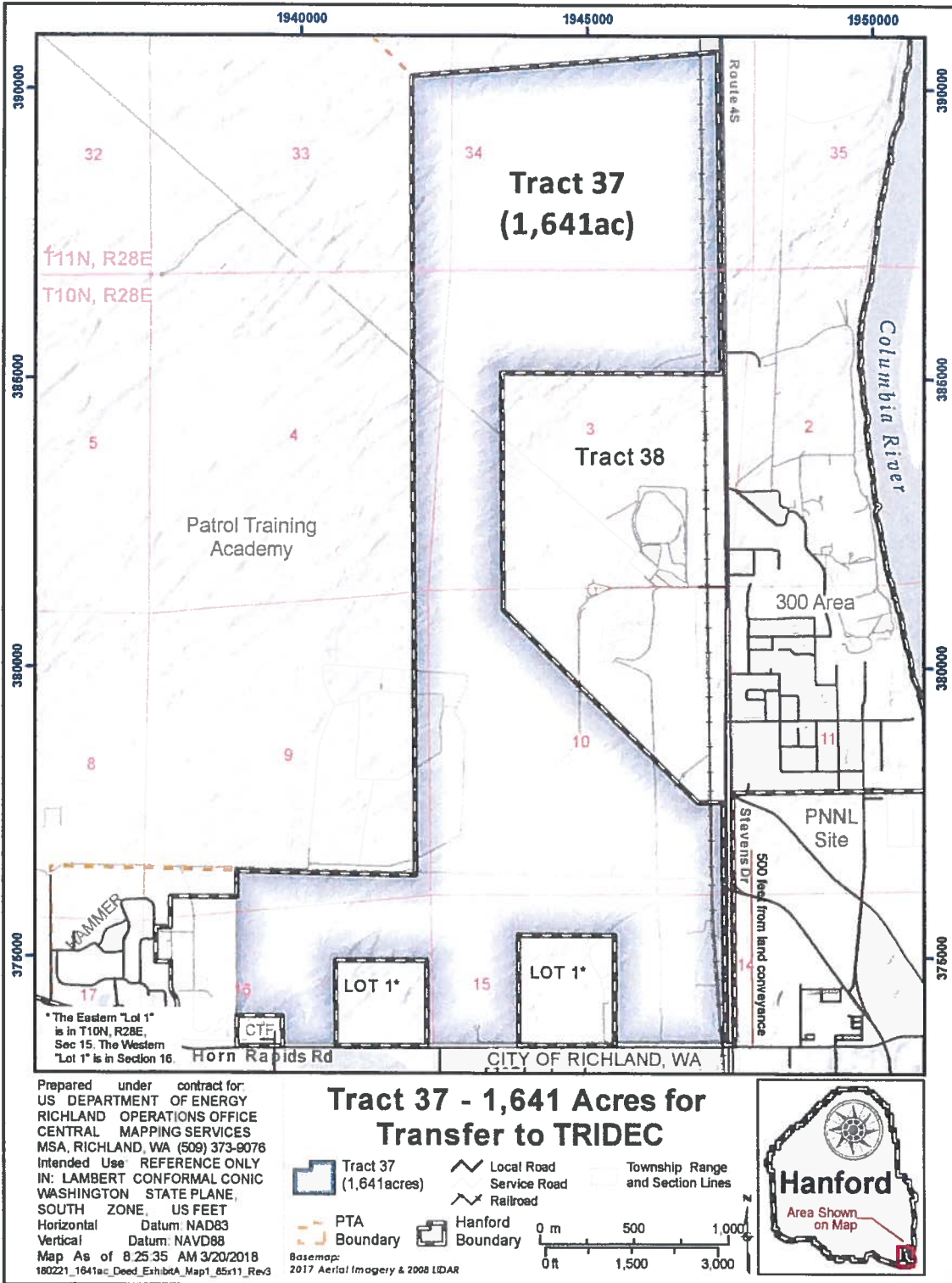


Exhibit A – Map 2
This Map Replaces Original Exhibit A – Map 2

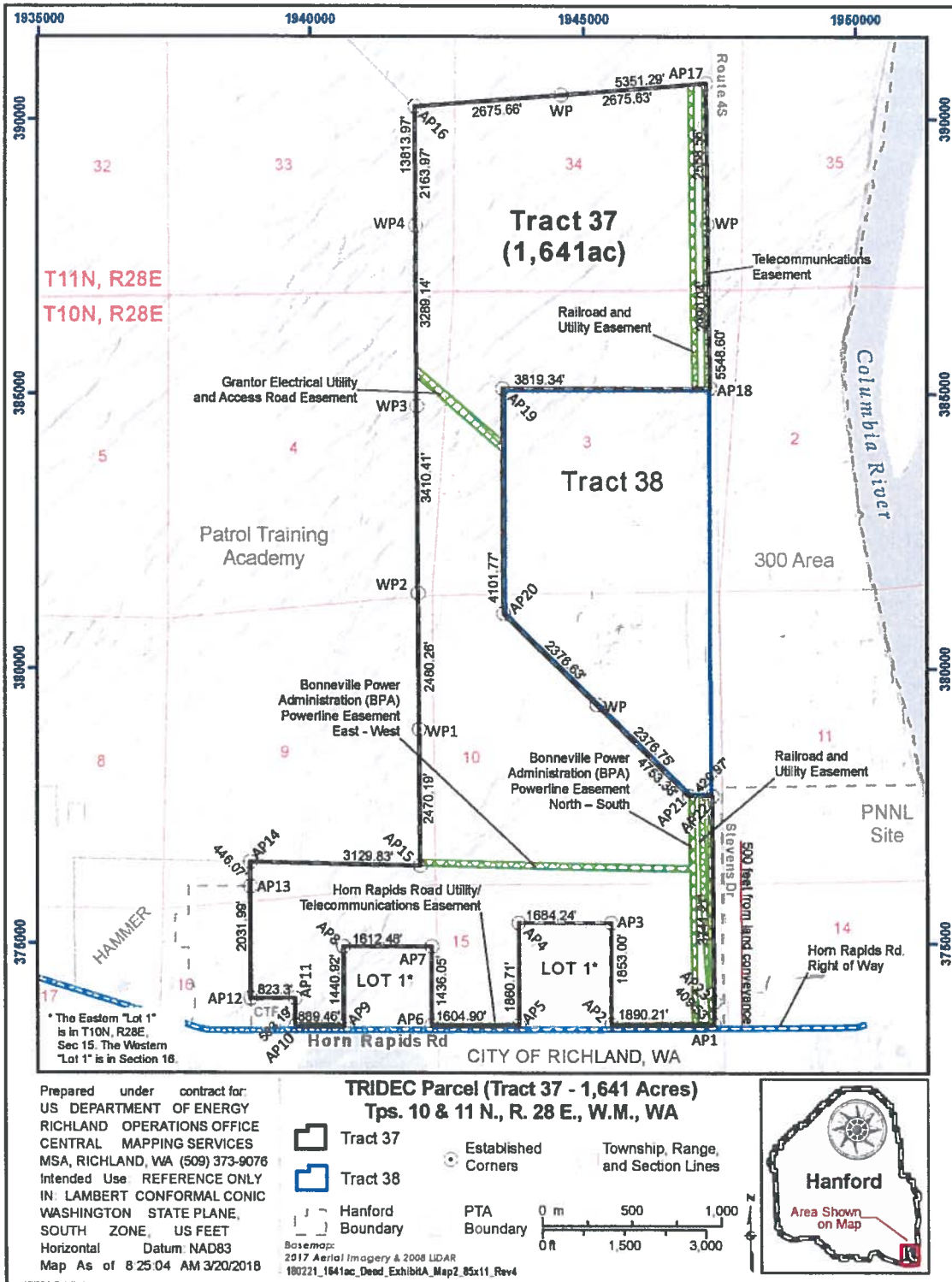


Exhibit A – Map 3
This Map Replaces Original Exhibit A – Map 3

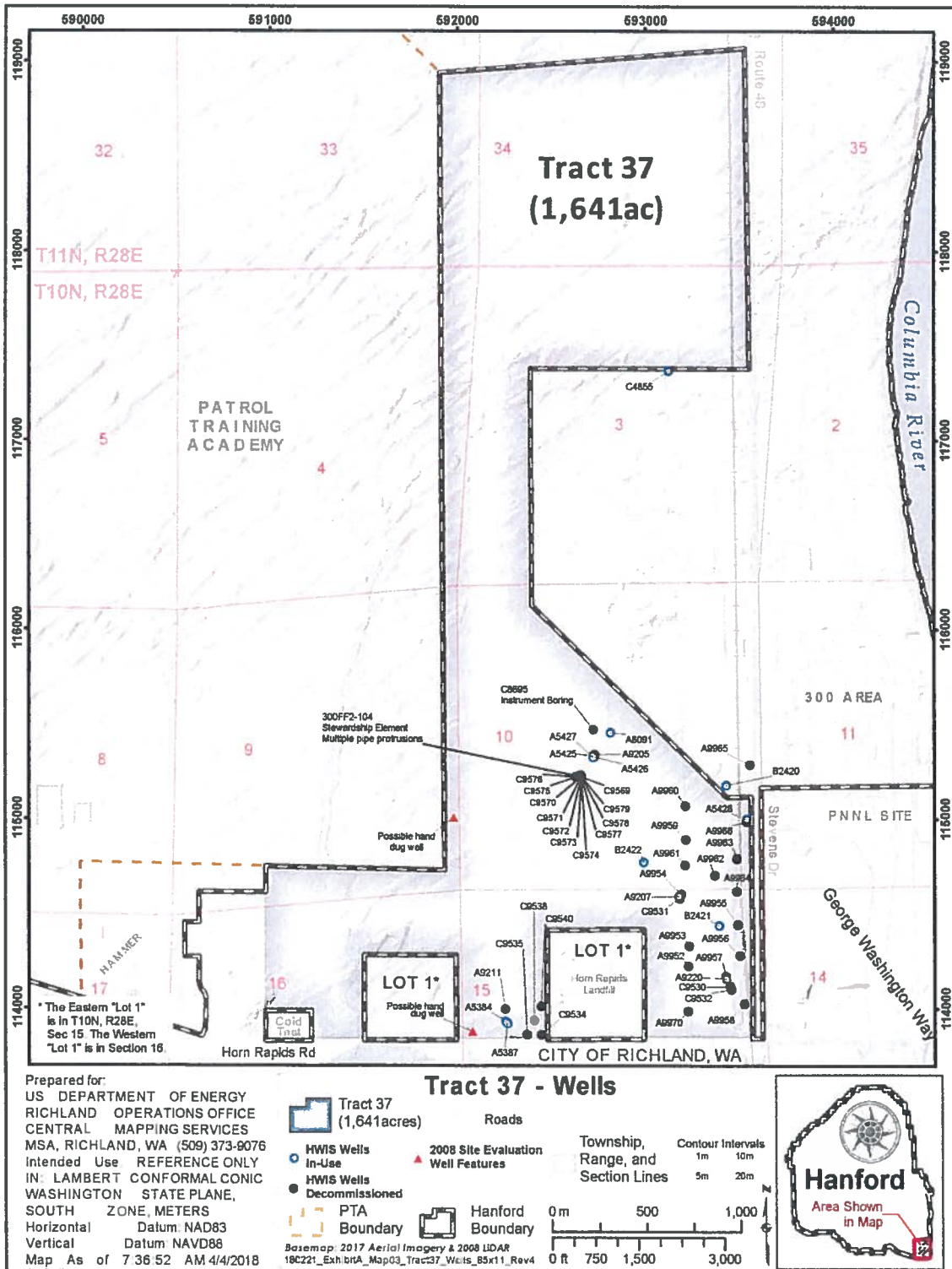


Exhibit A – Map 4
This Map Replaces Original Exhibit A – Map 4

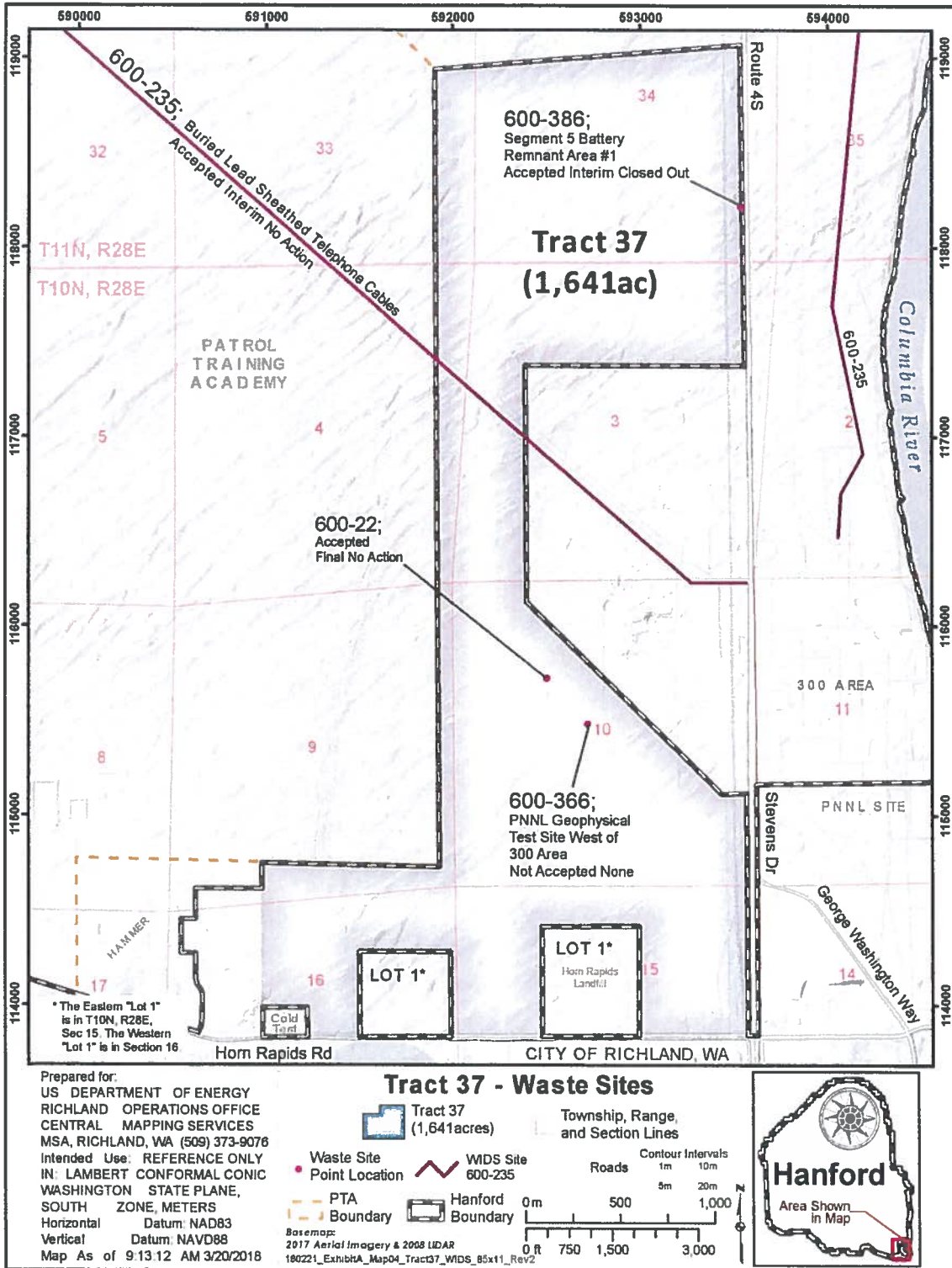
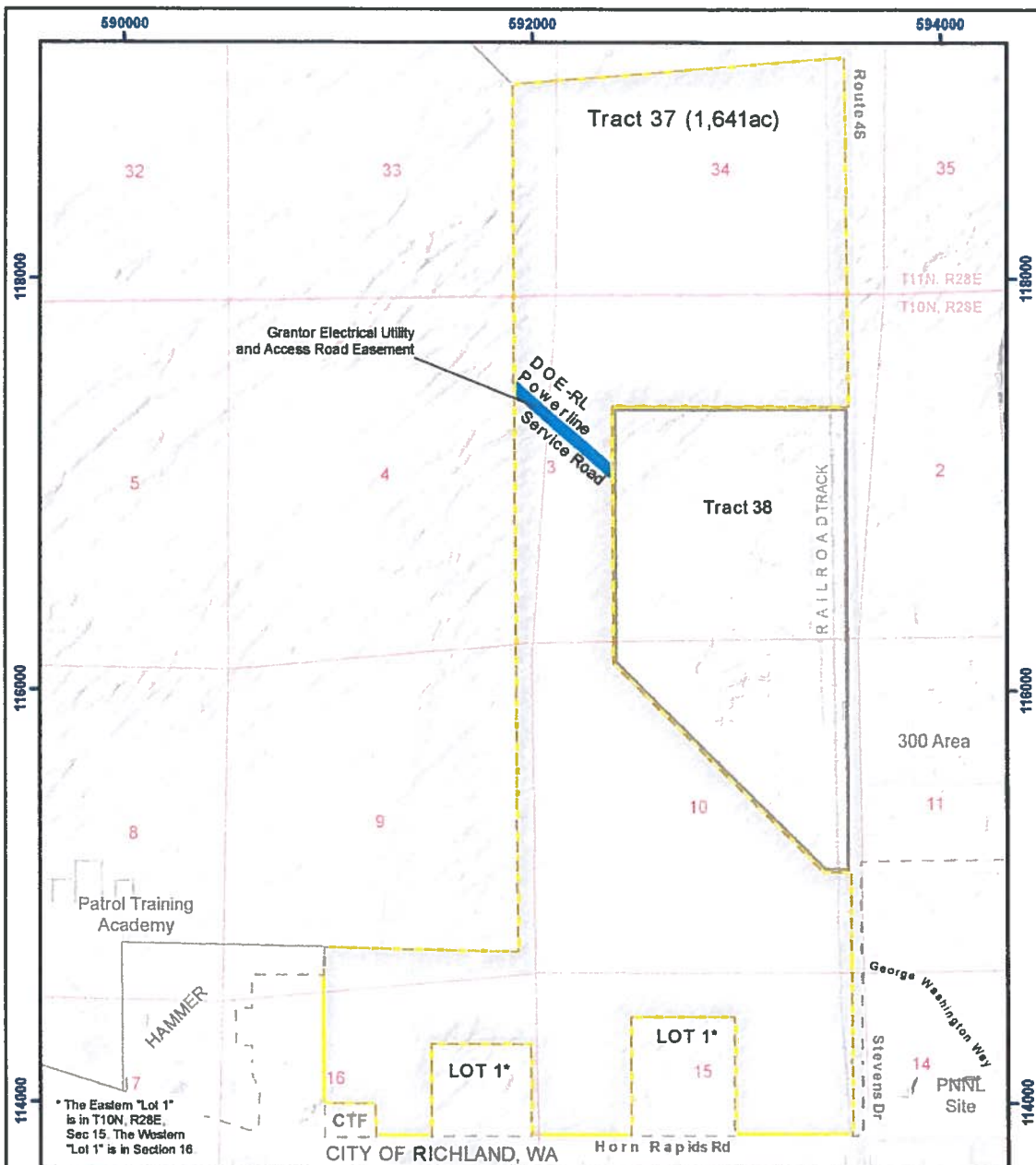


Exhibit A – Map 5
This Map Replaces Original Exhibit A – Map 5



Prepared for:
 US DEPARTMENT OF ENERGY
 RICHLAND OPERATIONS OFFICE
 CENTRAL MAPPING SERVICES
 MSA, RICHLAND, WA (509) 373-9076
 Intended Use: REFERENCE ONLY
 IN LAMBERT CONFORMAL CONIC
 WASHINGTON STATE PLANE,
 SOUTH ZONE, METERS
 Horizontal Datum: NAD83
 Vertical Datum: NAVD88
 Map As of 8:46:58 AM 3/20/2018

**Grantor Electrical Utility and
 Access Road Easement**
 Tract 37 - 1,641 Acres for Transfer to TRIDEC

Tract 37 **Easements** **Township, Range, and Section Lines**

PTA Boundary
 Hanford Boundary
 Easements

0m 500 1,000
 0ft 1,500 3,000

Base map:
 2017 Aerial Imagery & 2008 LIDAR
 19C221_ExhibitA_Map05_Tract37_ElectricalEasements_85x11_Rev2

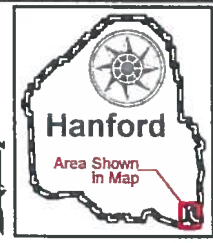


Exhibit A – Map 6
This Map Replaces Original Exhibit A – Map 6

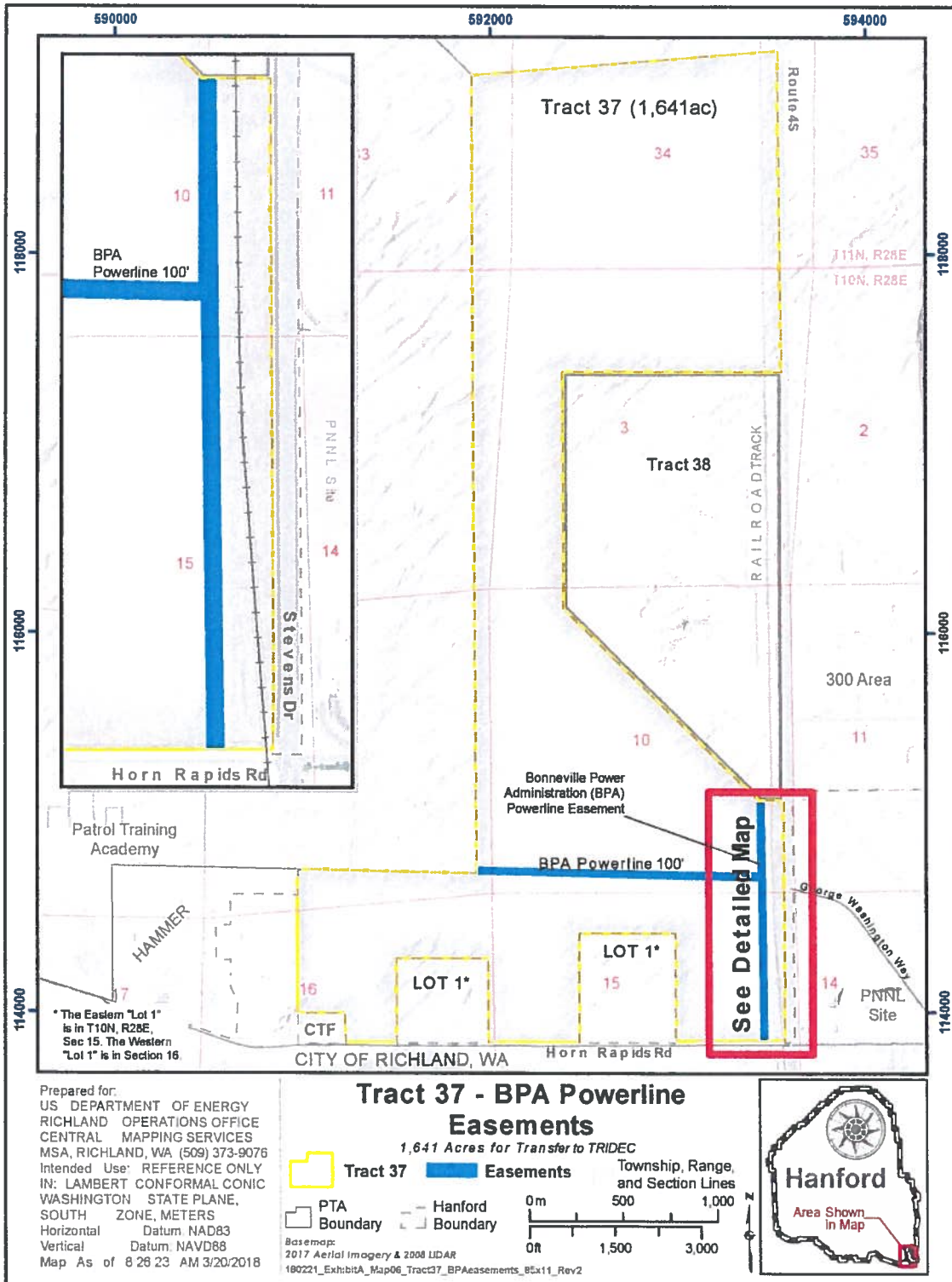


Exhibit A – Map 7
This Map Replaces Original Exhibit A – Map 7

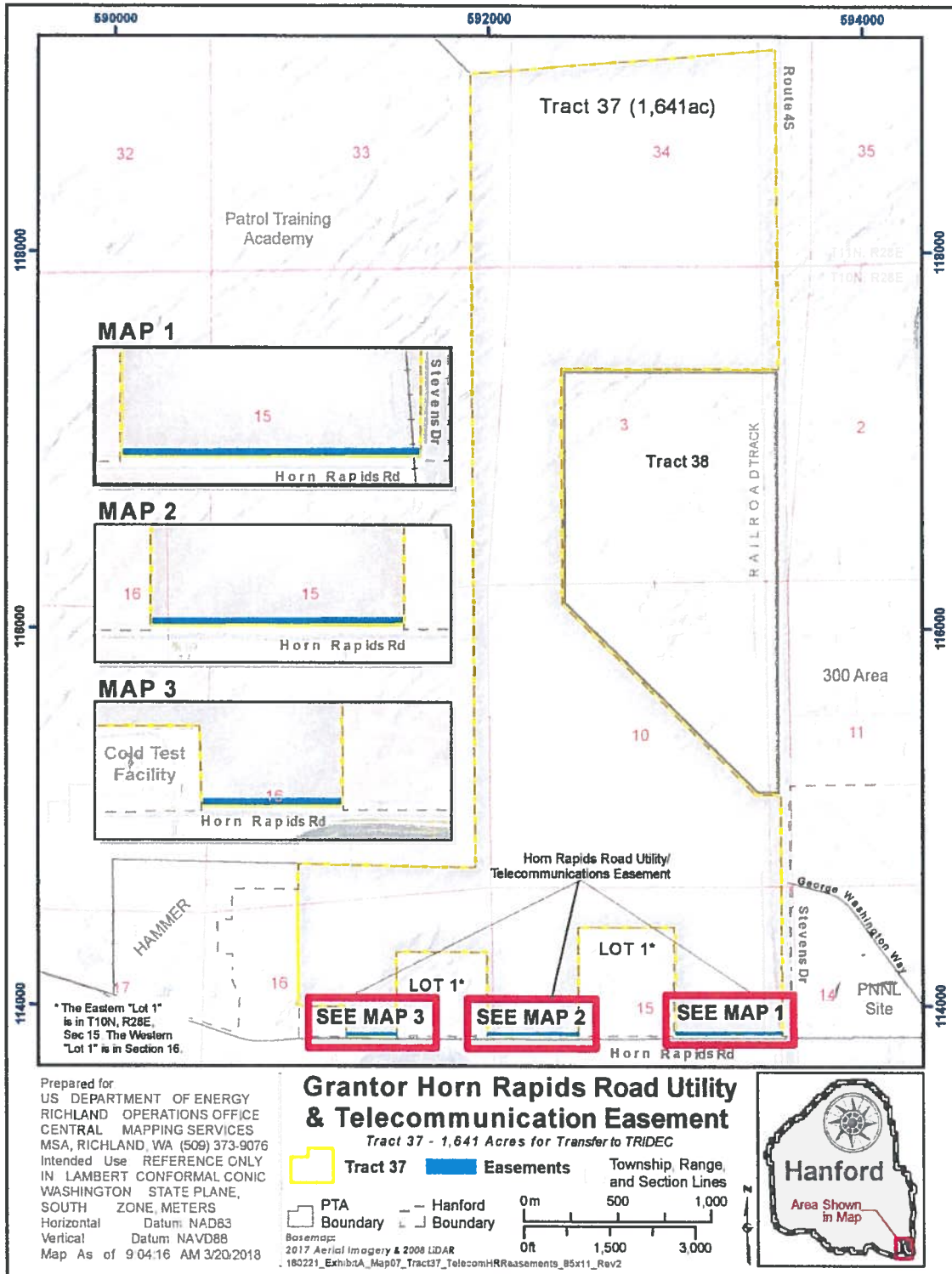


Exhibit A – Map 8
This Map Replaces Original Exhibit A – Map 8

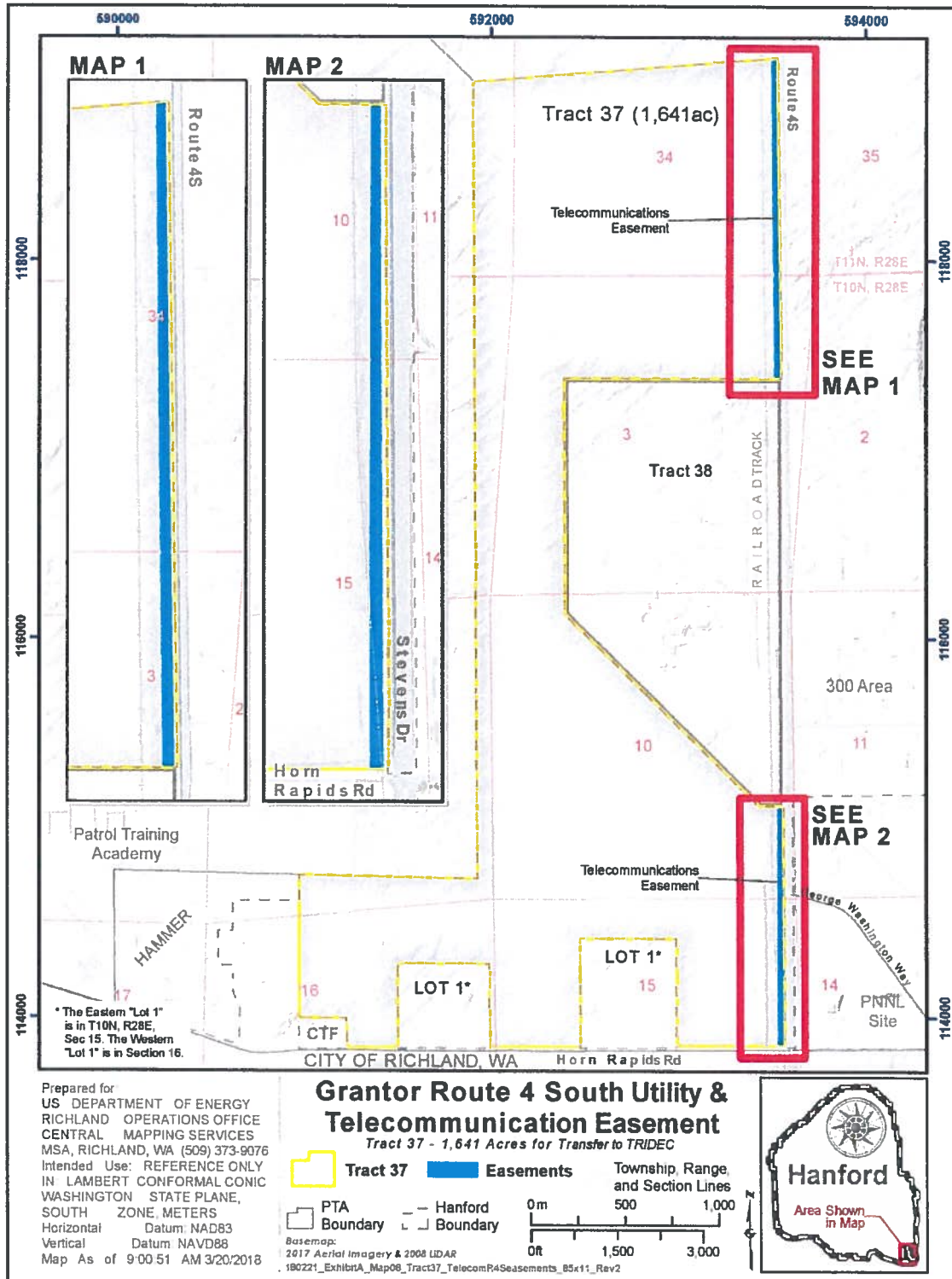


Exhibit A – Map 10
This Map Replaces Original Exhibit A – Map 10

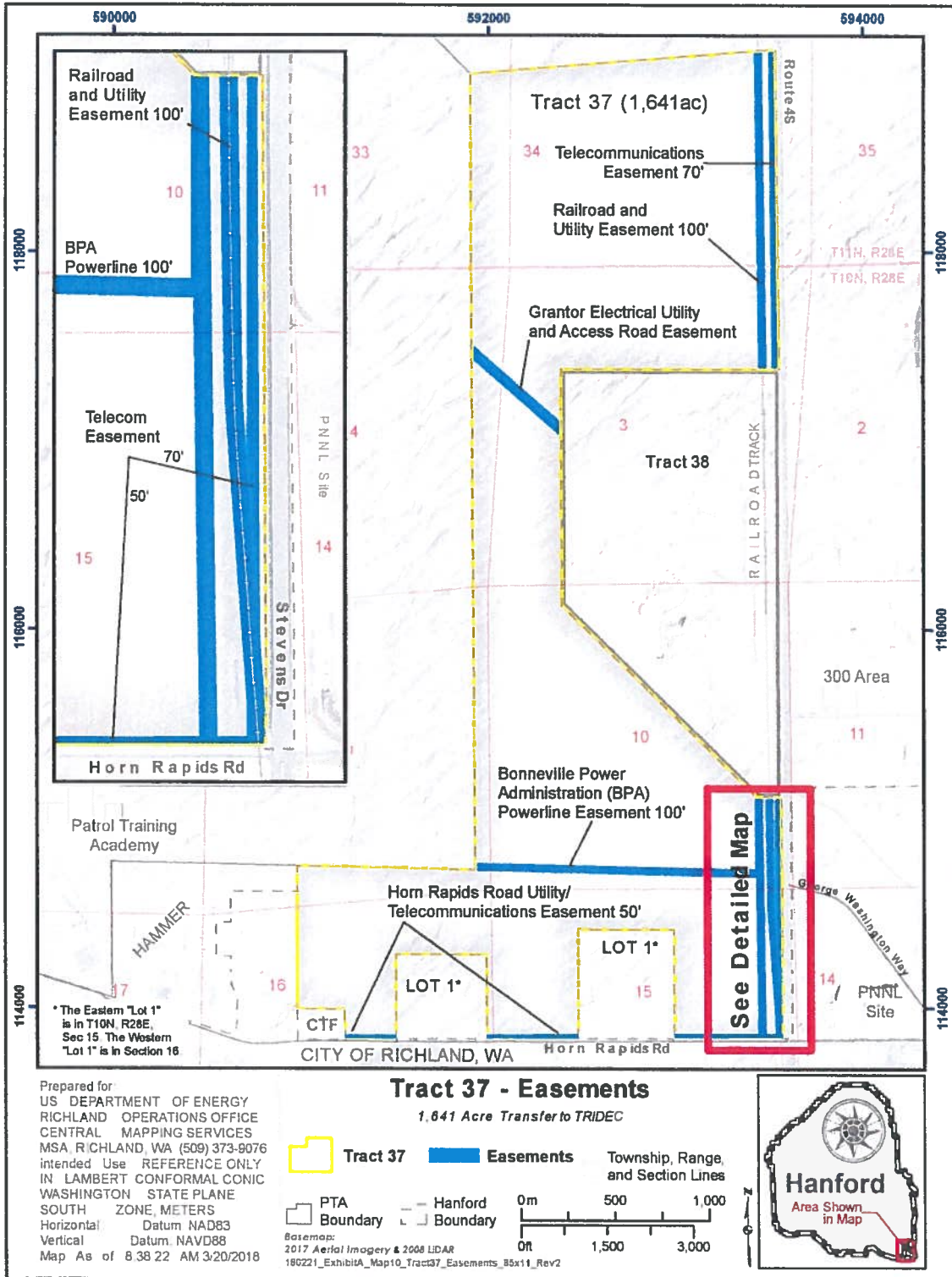


Exhibit A – Map 11
This Page Replaces Original Exhibit A – Map 11

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II. Decommissioned Wells

1. With this amendment the terms, conditions, and covenants, as set forth in Exhibit G of the above-described Quitclaim Deed, are modified with new Article 24 of Exhibit G in order to memorialize obligations regarding the long-term management of decommissioned wells located on the Premises.
2. Exhibit G is supplemented with the following new Article 24. The parties agree that Articles 1-23 will be unchanged and will remain in place as a result of this Amendment:

24. Decommissioned Wells

Grantee covenants that it shall comply with the applicable State of Washington laws and regulations pertaining to the decommissioned wells located on the Premises, as shown in HWIS Wells Decommissioned, Pipes & Wells found in WCH OSE, and 2008 Site Evaluation Well Features in Exhibit A – Map 3.

III. Groundwater Monitoring

1. With this amendment the restrictions concerning groundwater monitoring, as set forth in Exhibit H, Article 4 of the above-described Quitclaim Deed, will henceforth apply only to in-use groundwater wells rather than all groundwater wells.
2. Exhibit H, Article 4 is updated, superseded and otherwise replaced with the following:
 - A. Access. Grantee is prohibited from altering, destroying or otherwise tampering with Grantor's established roads or other access routes to all in-use groundwater monitoring wells, as shown as HWIS Wells In-Use, on Exhibit A – Map 3 of this First Amendment of Quitclaim Deed.
 - B. Alternate Access. Grantee is prohibited from developing an alternate access road or other access route to all in-use groundwater monitoring wells without receiving Grantor's written permission, which will not unreasonably be withheld.
 - C. Tampering Restriction. Grantee is prohibited from tampering with or damaging Grantor's in-use groundwater monitoring or remediation systems located on the Premises.
 - D. Peripheral Clearance Restriction. Grantee is prohibited from access closer than twenty (20) feet around the periphery of Grantor's in-use groundwater monitoring wells and remediation systems, as delineated on the ground by Grantor. The designated twenty (20) feet around each in-use groundwater well and all remediation systems is for Grantor's exclusive access only.
 - E. Road or Access Route Width. Grantee is prohibited from narrowing or shortening the minimum required width of ten (10) feet for the full length of all roads or other access

routes or approved alternate access routes to Grantor's in-use groundwater wells. The designated roads or access routes to or from Grantor's in-use groundwater wells are non-exclusive in nature so that such roads and routes may be accessed by Grantee, with the exception of the twenty (20) feet radius around each in-use groundwater well which is for Grantor's access only.

- F. Purpose. The purpose of these restrictions is to enable Grantor to conduct long-term in-use groundwater monitoring and operate remediation systems on the Premises.

IV. Storm Water Discharge

1. With this amendment the restrictions concerning groundwater monitoring, as set forth in Exhibit H, Article 5 of the above-described Quitclaim Deed, are modified.
2. Exhibit H, Article 5 is updated, superseded and otherwise replaced with the following:
 - A. Restriction. Grantee shall ensure that development on the Premises follows the eastern Washington storm water guidelines (WA ECY, 2004, Stormwater Management Manual for Eastern Washington, Washington State Department of Ecology, Publication Number 04-10-076).
 - B. Purpose. The purpose of this restriction is to prevent disturbance to water table conditions that might adversely affect the movement or other transportation of groundwater contaminants or change to the water table under existing landfills and disposal facilities.

V. Grantor Electrical Utility and Access Road Easement

1. With this amendment the Grantor Electrical Utility and Access Road Easement, as set forth in Exhibit C, Article 1 of the above-described Quitclaim Deed, is: (a) converted from exclusive to non-exclusive; and (b) otherwise modified to prohibit tampering or damage to Grantors electrical utility system, or obstructions to Grantor's access to the electrical utility system; and (c) to update the applicable legal description of the easement as the result of the update to the legal description in Exhibit A.
2. Exhibit C, Article 1 is updated, superseded and otherwise replaced with the following:

1. Grantor Electrical Utility and Access Road Easement

- A. Reservation. Grantor reserves a non-exclusive easement, referred to herein as "Grantor Electrical Utility and Access Road Easement." over, under and upon the Grantor Electrical Utility and Access Road Easement, described in paragraph G below ("Legal Description"), for Grantor's electrical utility transmission and distribution systems, including, but not limited to, infrastructure, lines, junction boxes, equipment and related improvements.

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- B. Duration. This Grantor Electrical Utility and Access Road Easement, having duly commenced, shall run with the land and will continue in full force and effect unless and until Grantor has abandoned its utility transmission and distribution systems for a period of all days in two consecutive calendar years.
- C. Restrictions. The designated Grantor Electrical Utility and Access Road Easement is non-exclusive in nature such that it may be accessed by Grantee. Grantee is prohibited from tampering with or damaging Grantor's electrical utility system, and shall maintain a minimum 20-foot horizontal boundary from the electrical utility system in order to refrain from obstructing Grantor's access to the electrical utility system.
- D. Operation and Maintenance. Grantor reserves the right to operate and otherwise maintain all improvements in the Grantor Electrical Utility and Access Road Easements, and to construct improvements.
- E. Dimension. This Grantor Electrical Utility and Access Road Easement has a one-hundred-eighty-five (185) foot width, which shall be legally construed, and is mutually agreed to by the parties hereto, as described in the legal description set forth below in paragraph G of this Article and as depicted on Map 2 and Map 5 of Exhibit A.
- F. Access. Grantor reserves a right to access the Grantor Electrical Utility and Access Road Easement at all times without notice to the Grantee.
- G. Legal Description. The legal description of this Grantor Electrical Utility and Access Road Easement is set forth as follows:

An easement for ingress/egress from Tract 38, through Tract 37, situated in sections 3 and 4, T. 10 N., R. 28 E., Willamette Meridian, Benton County, Washington, and more particularly described as follows:

Beginning at a point for the northeast corner of said easement in section 3, on the westerly boundary of Tract 38, identical with a portion of the easterly boundary of Tract 37, from which Angle Point No. 19 of Tract 37, identical with Angle Point No. 2 of Tract 38 bears N. 0° 36' 23" E., a distance of 940.88 feet, thence on the line between Tract 37 and Tract 38, S. 0° 36' 23" W., a distance of 185.13 feet, to the southeast corner of said easement in section 3, thence leaving said line N. 48° 31' 32" W., a distance of 2066.17 feet to a point for the southwest corner of said easement in section 4, on the west boundary line of said Tract 37, identical with the east boundary of the Hanford Patrol Training Academy (HPTA) property, from which Witness Point No. 3 on line 15-16 of Tract 37 bears S. 0° 30' 15" W., a distance of 543.61 feet, thence on said west boundary line, identical with said east boundary line, N. 0° 30' 15" E., a distance of 185.42 feet, to a point for the northwest corner of said easement in section 4, from which Witness Point No. 4 on line 15-16 of Tract 37 bears N. 0° 30' 15" E., a distance of 2560.10 feet, thence leaving said west boundary and east boundary lines S.

48° 31' 32" E.. a distance of 2066.60 feet to the northeast corner of said easement and **Point of Beginning**.

Said easement contains 6.64 acres more or less, and is subject to any and all easements of record or implied.

The direction of the lines are based on the true meridian as determined by Global Positioning System (GPS) techniques at a mean project elevation of 350 feet above sea level.

VI. Bonneville Power Administration (BPA) Powerline Easement Areas

1. With this amendment the legal description of the Bonneville Power Administration (BPA) Powerline Easement Areas, as set forth in Exhibit C, Article 2 of the above-described Quitclaim Deed, has been updated as a result of the update to the legal description in Exhibit A.
2. Exhibit C, Article 2 is updated, superseded and otherwise replaced with the following:

G. Legal Description. The legal description of the BPA Powerline Easement Areas are set forth, as follows:

(1) Bonneville Power Administration (BPA) Powerline Easement – East - West

A 100.00 foot wide easement situated in T. 10 N., R. 28 E., Willamette Meridian, Benton County, Washington, and more particularly described as follows:

Beginning at a point in Tract 37 of section 10, T. 10 N., R. 28 E., from which Army Corps of Engineers (ACE) control station HSM-037 bears N. 89° 46' 43" W., a distance of 484.68 feet and BPA control station "TROLLEY 1973" bears N. 2° 05' 28" W., a distance of 361.98 feet, thence 50.00 feet on each side of the following described line across Tract 37:

N. 87° 59' 38" W., a distance of 5009.20 to the intersection with line 15-16 of Tract 37, on the west boundary of Tract 37, identical with the east boundary of the Hanford Patrol Training Academy (HPTA) property, thence N. 87° 59' 38" W., a distance of 3128.67 feet across the HPTA property to the terminus of said line in section 9, T. 10 N., R. 28 E., from which Angle Point No. 14 of Tract 37, bears S. 2° 00' 22" W., a distance of 50.00 feet.

The direction of the lines are based on the true meridian as determined by Global Positioning System (GPS) techniques at a mean project elevation of 350 feet above sea level.

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(2) Bonneville Power Administration (BPA) Powerline Easement – North – South

A 100.00 foot wide easement situated in Tracts 37 and 38 of T. 10 N., R. 28 E., Willamette Meridian, Benton County, Washington, and more particularly described as follows:

Beginning at a point on the line 1-2 of Tract 37 on the south boundary of Tract 37, identical with the north right-of-way line of Horn Rapids Road, in section 15, T. 10 N., R. 28 E., from which the Witness Point on line 1-2 of Tract 37 bears S. 89° 23' 44" E., a distance of 244.07 feet, thence 50.00 feet each side of the following described line across Tract 37:

N. 0° 01' 34" E., a distance of 2835.93 feet, to the point of beginning of the BPA powerline easement extending west, from which Bonneville Power Administration control station "TROLLEY 1973" bears N. 2° 05' 28" W., a distance of 361.98 feet, thence N. 0° 01' 54" E., a distance of 1316.24 feet, to the intersection with line 21-22 of Tract 37, identical with line 4-5 of Tract 38,

thence N. 0° 06' 10" E., a distance of 4443.01 feet, across Tract 38, thence N. 89° 58' 28" E., a distance of 408.29 feet, to the terminus of said line at a point on line 1-5 of Tract 38 on the east boundary line of Tract 38, identical with the offset line from the westerly edge of pavement of Stevens Drive (Route 4S), being 30.00 feet distance and west therefrom, in section 3 of T. 10 N., R. 28 E., from which Angle Point No. 1 of Tract 38, identical with Angle Point No. 18 of Tract 37 bears N. 0° 41' 14" E., a distance of 2974.83 feet distance.

The side lines of which to be extended or contracted to form a closed area.

The direction of the lines are based on the true meridian as determined by Global Positioning System (GPS) techniques at a mean project elevation of 350 feet above sea level.

VII. Grantor Horn Rapids Road Utility/Telecommunications Easement

1. With this amendment the legal description of the Grantor Horn Rapids Road Utility/Telecommunications Easement, as set forth in Exhibit C, Article 3 of the above-described Quitclaim Deed, has been updated as a result of the update to the legal description in Exhibit A.
2. Exhibit C, Article 3 is updated, superseded and otherwise replaced with the following:

F. Legal Description. The legal description of this Grantor Horn Rapids Road Utility/Telecommunications Easement is set forth, as follows:

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Horn Rapids Road Utility/Telecommunications Easement:

A 50.00 foot wide easement, situated in Tract 37 and along the south boundary line thereof in sections 15 and 16, T. 10 N., R. 28 E., Willamette Meridian, Benton County, Washington, and more particularly described as follows:

A 50.00 feet wide strip of land, **Beginning** at the true point for Angle Point No. 1 of Tract 37 in section 15, at intersection with the north right-of-way line of Horn Rapids Road, 70 feet distant from and parallel with the center line thereof, as described in Easement Quitclaim Deed, recorded in Auditors File No. 621762, Records of Benton County, Washington, and an offset from the westerly edge of pavement of Stevens Drive (Route 4S), being 30.00 feet distance and west therefrom, from which the Witness Corner for Angle Point No. 1 of Tract 37 bears N. 46° 53' 46" W., a distance of 30.08 feet, lying 50.00 feet north of and parallel with the following described line;

thence N. 89° 23' 44" W., on the north right-of-way line of Horn Rapids Road a distance of 7669.35 feet to Angle Point No. 10 of Tract 37 in section 16 and the terminus of said line.

Said easement is subject to any and all easements on record or implied.

EXCEPT those portions located in Lot 1 of section 15 and Lot 1 of section 16.

The direction of the lines are based on the true meridian as determined by Global Positioning System (GPS) techniques at a mean project elevation of 350 feet above sea level.

VIII. Grantor Route 4 South Utility/Telecommunications Easement

1. With this amendment the legal description of the Grantor Route 4 South Utility/Telecommunications Easement, as set forth in Exhibit C, Article 4 of the above-described Quitclaim Deed, has been updated as a result of the update to the legal description in Exhibit A.
2. Exhibit C, Article 4 is updated, superseded and otherwise replaced with the following:

G. Legal Description. The legal description of this Grantor Route 4 South Utility/Telecommunications Easement is set forth, as follows:

Telecommunications Easement:

A 70.00 foot wide easement situated in Tract 37 along the east boundary line thereof, in sections 3, 10, and 15, T. 10 N., R. 28 E., and section 34, T. 11 N., R. 28 E., Willamette Meridian, Benton County, Washington, and more particularly described as follows:

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A 70 foot wide strip of land, **Beginning** at the true point for Angle Point No. 1 of Tract 37, identical with the southeast corner of Tract 37, at intersection with the north right-of-way line of Horn Rapids Road, 70 feet distant from and parallel with the center line thereof, as described in Easement Quitclaim Deed, recorded in Auditors File No. 621762, Records of Benton County, Washington, and an offset from the westerly edge of pavement of Stevens Drive (Route 4S), being 30.00 feet distance and west therefrom, in section 15, from which the Witness Corner for Angle Point No. 1 of Tract 37 bears N. 46° 53' 46" W.. a distance of 30.08 feet,

the side line of said easement lies 70.00 feet west of and parallel with the following described line across Tract 37;

N. 2° 08' 49" E., on Line 1-23 of Tract 37, a distance of 409.53 feet, to Angle Point No. 23 of Tract 37,

thence N. 0° 25' 27" E., on Line 23-22 of Tract 37, a distance of 3741.27 feet, to Angle Point No. 22 of Tract 37, identical with Angle Point No. 5 of Tract 38,

thence N. 0° 41' 14" E., on Line 5-1 of Tract 38, a distance of 7423.09 feet, across Tract 38 to Angle Point No. 1 of Tract 38, identical with Angle Point No. 18 of Tract 37,

thence N. 0° 03' 45" E., on Line 18-17 of Tract 37, a distance of 2990.04 feet, across Tract 37 to the Witness Point on line 17-18 of Tract 37,

thence N. 0° 03' 45" E., continuing on Line 18-17 of Tract 37, a distance of 2558.56 feet, to Angle Point No. 17 of Tract 37, identical with the northeast corner of Tract 37 and the terminus of said line, in section 34, T. 11 N., R. 28 E.

The sidelines of which are to be extended or contracted to create a closed figure on itself and the boundary of Tract 37, at the North and South ends.

EXCEPT that portion lying within Tract 38.

Said easement is subject to any and all easements on record or implied.

The direction of the lines are based on the true meridian as determined by Global Positioning System (GPS) techniques at a mean project elevation of 350 feet above sea level.

IX. Railroad and Utility Easement

1. With this amendment the legal description of the Railroad and Utility Easement, as set forth in Exhibit E, Article 1 of the above-described Quitclaim Deed, has been updated as a result of the update to the legal description in Exhibit A.
2. Exhibit E, Article 1 is updated, superseded and otherwise replaced with the following:

F. Legal Description. The legal description for the centerline of said Railroad and Utility Easement is set forth, as follows:

A 100.00 foot wide easement situated in Tract 37, in sections 3, 10, and 15, T. 10 N., R. 28 E., and section 34, T. 11 N., R. 28 E., Willamette Meridian, Benton County, Washington, and more particularly described as follows:

Beginning at a point in the center of the as-built Department of Energy (DOE) railroad line at intersection with line 1-2 of Tract 37, identical with the north right-of-way line of Horn Rapids Road, situated in section 15, from which the Witness Point on line 1-2 of Tract 37, bears N. $89^{\circ} 23' 44''$ W., a distance of 35.12 feet, and the Witness corner for Angle Point No. 1 of Tract 37, bears N. $45^{\circ} 42' 22''$ E., a distance of 28.78 feet, thence 50.00 feet on each side of the following described line:

N. $3^{\circ} 22' 07''$ W., a distance of 1971.34 feet on the tangent of the railroad line across Tract 37 to a point of curvature, thence N. $1^{\circ} 35' 46''$ W., a distance of 345.80 feet when measured on a chord, on the arc of a 5796.40 foot radius curve to the right, having a central angle of $3^{\circ} 35' 46''$, and a length of 345.80 feet to the point of tangency, thence N. $0^{\circ} 02' 59''$ E., a distance of 1839.48 feet on the tangent of the railroad line and continuing across Tract 37 to the point of intersection with line 21-22 of Tract 37, identical with line 4-5 of Tract 38, in section 10, thence N. $0^{\circ} 02' 59''$ E., a distance of 7423.56 feet across Tract 38 to the point of intersection with line 1-2 of Tract 38, identical with line 18-19 of Tract 37, in section 3, thence N. $0^{\circ} 02' 59''$ E., a distance of 5525.65 feet across Tract 37 to the intersection with line 16-17 of Tract 37, identical with the north line of Tract 37, in section 34, and the terminus of said line, from which Angle Point No. 17 of Tract 37 bears N. $86^{\circ} 19' 33''$ E., a distance of 293.54 feet.

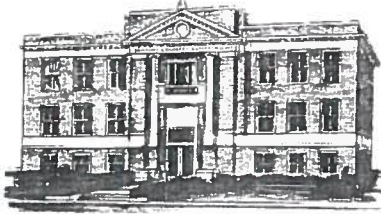
The side lines of said easement to be extended or contracted to form a closed area.

EXCEPT that portion lying within Tract 38.

Said easement is subject to any and all easements on record or implied.

The direction of the lines are based on the true meridian as determined by Global Positioning System (GPS) techniques at a mean project elevation of 350 feet above sea level.

COPY



**KENNETH SPENCER
Benton County Treasurer**

PO Box 630, Prosser, WA 99350
Prosser 509-786-2255 Fax 786-5628
509-736-3087
Kennewick 509-735-8505 Fax 736-2705
www.bentoncountytax.com

TREASURER'S CERTIFICATE FOR REAL PROPERTY TAXES

COPY

Current Taxpayer of Record

Name Department of Energy

Street PO Box 550

City: Richland

State: WA

Zip: 99352

Parcel # (s) 134183000001000; 134183000002000; 103084000000000;
110081000001001

TCA 1400

Taxes Irrigation CRID

I hereby certify that property taxes due Benton
County on the above parcel number(s) have been
paid through 2018

8/13/2018

Date

Kenneth Spencer

Signature

Treasurer's Seal

