October 1, 2015

In reply refer to: TERR/Pasco
BPA Case No. 20110420

Tract No.: H-JD-1-A-1
Line Name: Vantage-Hanford Line
          Grand Coulee-Hanford No. 1 Hanford-Ostrander No. 1
          (operated as Hanford-Wautoma No. 1)
          Hanford-John Day No. 1
          (operated as Hanford-Wautoma No. 2)
ADNO No.: 6477; 9229; 9243; 9241
Location: Structure No. 2411 - 2416; 97/1 - 97/2; 011 - 112; Oil - 1/2

CERTIFIED MAIL- RETURN RECEIPT REQUESTED

Stacy L. Charboneau, DOE-RL Manager
U.S. Department of Energy, ORP
P.O. Box 450
Richland, WA 99352

The Bonneville Power Administration (BPA) is in receipt of your Land Use Application for construction/installation, use, and maintenance of groundwater program pump-and-treat equipment, located within BPA rights-of-way. The location of your use is partially within the SW 1/4 of Section 28, Township 14 North, Range 26 East, Willamette Meridian, Benton County, State of WA, as shown on the attached segment of BPA Drawing No. 152297, marked as Exhibit A.

Although BPA is not the underlying fee-owner of this property, both parties agree to the following:

1. BPA and the U.S. Department of Energy (USDOE) acknowledge that the groundwater is treated using ion exchange to remove hexavalent chromium and that hexavalent chromium is regulated as a hazardous material. Therefore single-wall piping can be run aboveground to transfer the groundwater to and from the treatment facilities, in accordance with applicable regulations (S&GRP procedures [e.g., 100-KR-4 Pump-and-Treat Rounds, GRP-FS-04-K-100-003] require the piping and well heads be visually inspected each week for leaks and evidence of damage). A controlled drawing will be
prepared which shows the location of groundwater lines in the BPA right-of-way. The drawing will be maintained current and copies will be provided to BPA whenever it is revised.

2. USDOE agrees that, with the exception of tower 97/2, all future groundwater piping and cables shall maintain a minimum horizontal clearance of **50 feet** to the point where steel lattice tower legs and concrete foundations enter the earth.

3. USDOE agrees a minimum **6** foot clearance will be maintained around the 100-N substation fence to avoid damaging the buried grounding cable.

4. USDOE agrees all groundwater and piping cables shall meet local/state/federal/national codes.

5. USDOE agrees signs shall be posted where groundwater piping and cables enter and leave the BPA right-of-way, and at angle points within the right-of-way.

6. BPA and USDOE agrees all future groundwater lines installed shall be routed to allow BPA service vehicles access to structures for planned maintenance. BPA maintenance crews will be informed to call CHPRC before beginning scheduled work. Under emergency conditions, BPA will inform maintenance crews that CHPRC cannot guarantee their work safety without the use of its approved hazardous energy control procedures and to notify CHPRC to de-energize and render safe the 480V cables and conduit. (Single Point of Contact/Shift Office: (509) 373-7207 (primary), (509) 373-7209 (secondary) Pump & Treat Operations & Maintenance: P. J. Sheely, Operations Manager, (509) 376-1859).

7. USDOE agrees abandoned groundwater piping, cables, and conduit in the right-of-way which are not planned to be re-used, will be removed. The groundwater pump and treat systems will be decommissioned when the final remedial action objectives have been achieved.

8. USDOE agrees construction equipment shall maintain minimum distances as shown in the following chart, between the equipment and transmission line conductors at all times. Do not measure this with measuring tape, pole or by other physical means.

<table>
<thead>
<tr>
<th>Line Voltage</th>
<th>Equipment in Transit</th>
<th>Equipment Performing Work</th>
<th>Cranes in Transit</th>
<th>Cranes Performing Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt;500 kV</td>
<td>19 feet</td>
<td>25 feet</td>
<td>19 feet</td>
<td>50 feet</td>
</tr>
</tbody>
</table>

9. BPA and the USDOE both agree cultural resources will not be collected. To the extent feasible, cultural resources will not be disturbed and will be preserved in place. If Native American Graves Protection Act (NAGPRA) items are located, NAGPRA will be applied.
10. USDOE agrees BPA right-of-way and access roads shall be returned to their original condition following construction. No grade changes to facilitate construction or disposal of overburden shall be allowed. Any damage to BPA property resulting from the proposed right-of-way or access road use shall be repaired at USDOE’s expense.

11. USDOE agrees that no storage of flammable materials or refueling of vehicles or equipment is allowed on the right-of-way.

12. USDOE agrees to assume risk of loss, damage, or injury which may result from its use of the easement area, except for such loss, damage, or injury for which BPA may be responsible under the provisions of the Federal Tort Claims Act, 62 Stat. 982, as amended. It is understood that any damage to BPA’s property caused by or resulting from its use of the easement area may be repaired by BPA, and the actual cost of such repair shall be charged against and be paid by USDOE.

13. USDOE agrees construction/installation, use, and maintenance of the groundwater program pump-and-treat equipment shall be at no cost to BPA.

14. USDOE agrees an "Application for Proposed Use of BPA Right-of-Way" will be submitted to the BPA realty field office for new construction or land uses in the right-of-way.

Please note Nuisance shocks are common on high voltage transmission line rights-of-way. Please plan your uses taking this into consideration.

You may direct any communication to this office, Bonneville Power Administration, Real Estate Field Services (TERR/Pasco) 2211 North Commercial Avenue, Pasco, WA 99301, or by telephoning me at 509-318-3324.

Sincerely,

Sandra L. Billings
Realty Specialist

Please note Nuisance shocks are common on high voltage transmission line rights-of-way. Please plan your uses taking this into consideration.

You may direct any communication to this office, Bonneville Power Administration, Real Estate Field Services (TERR/Pasco) 2211 North Commercial Avenue, Pasco, WA 99301, or by telephoning me at 509-318-3324.

Sincerely,

Sandra L. Billings
Realty Specialist
The UNITED STATES OF AMERICA, acting by and through the UNITED STATES DEPARTMENT OF ENERGY, RICHLAND OPERATIONS OFFICE ("Grantor"), pursuant to the authority of 42 U.S.C. §2201(q), hereby grants to the UNITED STATES DEPARTMENT OF ENERGY, BONNEVILLE POWER ADMINISTRATION ("Grantee"), this perpetual non-exclusive Easement in, upon, over, and under the identified Premises.

This Easement is subject to existing easements, rights of record, and the following terms and conditions:

1. DEFINITIONS:
   a. The term "Premises," as used herein, means the real property specifically identified and legally described in Exhibit A and as shown on Exhibits B and C.
   b. The term "Grantor," as used herein, means the United States of America, acting by and through the United States Department of Energy, Richland Operations Office, including, without limitation, the Manager, a duly authorized Realty Specialist or any duly authorized representative thereof.
   c. The term "Grantee," as used herein, means the United States of America, Bonneville Power Administration, including, without limitation, the Manager, a duly authorized Realty Specialist or any duly authorized representative thereof.
   d. The term "Grantor" or "Grantee," as used herein, includes employees, agents, contractors, subcontractors, independent contractors and all other duly authorized representatives of the identified entity, Grantor or Grantee, as the case may be.
   e. The term "Parties," as used herein, collectively refers to the Grantor and the Grantee.

2. PREMISES: The Premises are specifically identified and legally described in attached Exhibit A and as shown on attached Exhibits B and C, which are incorporated herein by this reference.

3. PURPOSE: The subject Easement is granted because Grantee, with the cooperation and approval of Grantor, will be:
   a. Locating, constructing, installing, operating, maintaining, repairing, constructing, upgrading, removing, and patrolling one transmission line of poles or structures and appurtenances thereto, supporting conductors of one or more electric circuits of any voltage, and any communication lines or equipment and appurtenances thereto.
   b. Locating, constructing, using, maintaining, repairing, and reconstructing access
roads and appurtenances thereto, including but not limited to culverts, together with cuts and fills as needed.

c. Locating its facilities to cross over or under Grantor’s telephone or fiber optic cables.

4. CONSIDERATION: Grantor and Grantee acknowledge and agree that mutual benefits are derived from this Easement. Grantor will benefit from improved infrastructure on its own real estate while Grantee will benefit from being authorized to use the subject Premises for its own purposes. Therefore, consideration is present without the necessity for one party to pay a monetary amount to the other party.

5. COMMENCEMENT: This Easement shall commence on the date when the signatures of the duly authorized representatives of the parties are affixed hereto.

6. TERM: The term of this Easement shall continue in perpetuity without a term restriction or durational limitation.

7. ANNULMENT AND FORFEITURE: If Grantor determines that Grantee has abandoned the rights granted in the Easement, or has otherwise not used this Easement, for a period of two (2) consecutive years, Grantor is authorized to unilaterally annul and forfeit this Easement upon providing Grantee with one hundred and eighty (180) days written notice.

8. SUCCESSORS AND ASSIGNS: This Easement, by its terms, runs with the land and is binding on the successors and assigns of the parties hereto.

9. ACCESS: Grantee shall have a non-exclusive right of ingress and egress to and from the Premises with a full right to go upon the Premises, including the right to access the Premises over the Grantor’s land as well as over and upon access roads and road approaches for all purposes authorized by the subject Easement, at any and all times for such purposes. Grantor has provided, or will provide upon Grantee’s request, a map or maps setting forth access roads and road approaches which are located in a manner most suited to minimize impacts to Hanford operations, historic properties, cultural resources, existing vegetation and other areas of sensitivity.

10. RESTRICTIONS AND LIMITATIONS: Grantee’s access to and occupation of the Premises shall be subject to rules and regulations regarding safety, security, access and occupation as the Grantor may prescribe from time to time. Any changes to the rules and regulations regarding safety, security, access and occupation will be provided to the Grantee within seventy-two (72) hours of such rules and regulations coming into effect. Grantee’s use of the Premises shall not interfere with the Grantor’s operations. This paragraph applies strictly for the benefit of Grantor, and shall not be applicable with respect to future transferees of Grantor’s land unless and to the extent specified by the Grantor in the transfer document or other legal instrument.

11. CONSTRUCTION, INSTALLATION, OR MODIFICATIONS: Grantee shall obtain the written authorization of Grantor before engaging in construction, starting installation or making modifications affecting Grantor’s property upon the Premises, other than those explicitly described under in this Easement. Grantor’s approval will not be unreasonably delayed or denied. Upon written notification, Grantee must comply, for the duration of this Easement, with configuration control, fire, safety and environmental standards and regulations in effect on the Hanford site.
12. **HISTORIC PROPERTIES AND CULTURAL RESOURCES:** Grantor will provide to Grantee the Hanford Cultural Resources Management Plan (Plan), and Grantee will follow the Plan in order to ensure the preservation and protection of historic properties and cultural resources that may be impacted by construction, excavation, installation or other activities associated with this Easement. Grantee shall watch for cultural materials, such as, but not limited to, bones and artifacts, for all activities within the project area. If any cultural materials are encountered, work in the vicinity of the discovery must stop until Grantor has been notified, assessed the significance of the find, and, if necessary, arranged for mitigation of the impacts to the find.

13. **PERMITS, EXCAVATION, AND INFRASTRUCTURE:** A Hanford Excavation Permit approval is required prior to any excavation work at the Hanford Site. Grantee shall obtain all necessary permits, licenses, certifications and/or authorizations required for construction, occupancy and operations on the Premises. Grantee shall abide by all federal, state and local laws and regulations applicable to the operations on the Premises. Grantee shall ensure that its operations are, to the extent reasonably possible, fully protective of the environment and of human health and safety. Grantee is responsible to ensure that all underground utilities and infrastructure are protected during excavation, unless Grantee has obtained Grantor's written authorization that such utilities and infrastructure may be removed, altered, repaired, upgraded or otherwise worked on. Grantee agrees to perform subsurface scanning to adequately locate known and unknown underground utilities and infrastructure prior to excavation.

14. **DAMAGES:** Grantee shall, at its own expense and without cost or expense to Grantor, be responsible to maintain and repair any damages resulting from its use of the Premises as herein authorized.

15. **RESTORATION:** Grantee agrees to leave the Premises in as good or better condition than found at the commencement of this Easement.

16. **COSTS:** Grantee agrees to pay and otherwise be responsible for any and all costs related to the purposes of this Easement, including, but not limited to, constructing, installing, repairing and maintaining power transmission lines as well as restoring the Premises and access roads, without any right of contribution or reimbursement from Grantor, unless otherwise agreed in writing.

17. **PUBLIC INTEREST:** Grantor has determined that this Easement will not be incompatible with the public interest.

18. **AGREEMENT BETWEEN GRANTOR AND GRANTEE:** By affixing the signature of its duly authorized representative, Grantor hereby agrees to the terms and conditions of this Easement. By affixing the signature of its authorized representative, Grantee hereby agrees to the terms and conditions of this Easement.

19. **MERGER:** This document represents the full and complete agreement of the parties and no changes or modifications of this Easement are valid unless in writing and executed by the parties, with this PROVISO: Grantee additionally agrees to comply with the National Environmental Policy Act (NEPA), Finding of No Significant Impact (FONSI) and Wetland and Floodplain Statement of Findings, DOE/EA-1912, for the Environmental Assessment (EA) associated with this Easement, as well as the accompanying
Memorandum of Agreement (MOA) regarding the rebuild, relocation, and construction of the following Bonneville Power Administration (BPA) transmission lines and associated access roads: the Midway-Benton No 3 (operated as Midway-Benton No 1), the Midway-Benton No 1 (operated as Benton-Othello No 1), and the Midway-Eagle Lake No 1 (operated as the Scooteney Tap to Midway-Benton No 1). The MOA, with the State Historic Preservation Office (SHPO), Tribes and other parties, delineates BPA's mitigation responsibilities regarding the rebuild, relocation, and construction of the above-referenced BPA facilities (including future maintenance and operations).

20. **NOTIFICATION:** Notification to the Grantee shall be addressed to the Line Foreman III-TFPF Pasco, Pasco Maintenance Headquarters, 3404 Swallow Avenue, Pasco, WA 99301 or by facsimile at 509-542-5445. In an emergency, contact the Dittmer Dispatch Center at 1-800-392-0816.

IN WITNESS WHEREOF, Grantor, acting by and through the United States Department of Energy, Richland Operations Office, has caused this Easement to be executed by its duly authorized representative on the 3rd day of January, 2013.

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

Boyd Hathaway
Richland Operations Office
Realty Officer

Date 1/3/2013

AGREED BY:

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

Jamie C. Murray
Bonneville Power Administration
Real Property Field Services
Supervisory Realty Specialist

Date 1/2/2013
Ms. Jamie C. Murray, Supervisory Realty Specialist
Bonneville Power Administration
2520 U.S. Highway 2 East
Kalispell, MT  59901

Dear Ms. Murray:

CONTRACT NO. R006-12ES-15190 FOR MIDWAY – BENTON NO. 1 RE-ROUTE

Attached please find a fully executed copy of Easement R006-12ES-15190 for the re-route of the Midway-Benton No. 1 Transmission Line across the Hanford Site.

If you have any questions, please call me on (509) 376-7340.

Sincerely,

H. Boyd Hathaway

H. Boyd Hathaway
Realty Officer

SSD:JJB

Attachments

cc: R.N. Krekel, SSD
    T.J. Haddick, ISI
    M.J. Elsen. SSD
EXHIBIT A

BAY-4-A-1

A right-of-way 100 feet wide, over and across the NE1/4SE1/4 of Section 17, the W1/2SW1/4, SE1/4SW1/4, SW1/4SE1/4 of Section 16, the N1/2NE1/4, SE1/4NE1/4 of Section 21, the W1/2NW1/4, SE1/4NW1/4, NE1/4SW1/4, N1/2SE1/4, SE1/4SE1/4 of Section 22, the S1/2SW1/4 of Section 23, the N1/2NW1/4, W1/2NE1/4, SE1/4NE1/4 of Section 26, and the SW1/4NW1/4, N1/2SW1/4, W1/2SE1/4, SE1/4SE1/4 of Section 25, all in Township 13 North, Range 25 East, and S1/2S1/2 of Section 30, the S1/2SW1/4, NE1/4SW1/4, SE1/4 of Section 29, the S1/2S1/2 of Section 28, the S1/2S1/2 of Section 27, the S1/2S1/2 of Section 26, and the S1/2S1/2 of Section 25, all in Township 13 North, Range 26 East, and S1/2S1/2 of Section 30, the S1/2SW1/4, SW1/4SE1/4 of Section 28, the N1/2NE1/4 of Section 33, the N1/2NW1/4, NW1/4NE1/4 of Section 34, all in Township 13 North, Range 27 East of the Willamette Meridian, all in Benton County, Washington. The boundaries of said right-of-way lie 50 feet on each side of, and parallel with, the survey line as monumented on the ground, for the Bonneville Power Administration (BPA) Midway-Benton No. 3 Transmission Line, which represents a re-route of a portion of the BPA Midway-Hanford Transmission Line. Said survey line is described with reference to the Washington Coordinate System NAD 83 (2007) South Zone as follows:

Commencing at existing BPA angle point structure 2/3 on said BPA Midway-Hanford Transmission Line, located at BPA survey station 80+00 on the original alignment of said line, a point in the northeast quarter of Section 13, Township 13 North, Range 24 East, Willamette Meridian, Benton County, Washington, which bears S.52°55'25"W, a distance of 2082.2 feet from a 2½ inch brass cap marking the northeast corner of said Section 13; thence S.81°26'43"E, a distance of 11238.6 feet to survey equation station 192+38.6 Back on said original alignment, and the Beginning of said re-route, which is equivalent to 1000+00.00 Ahead on the relocated alignment; thence S.56°38'48"E, a distance of 388.1 feet to survey station 1003+88.1; thence S.60°21'17"E, a distance of 2295.1 feet to survey station 1253+39.7; thence N.89°05'26"E, a distance of 8286.9 feet to survey station 1316+26.6; thence N.79°26'10"E, a distance of 2677.3 feet to survey station 1343+03.9; thence S.73°45'17"E, a distance of 1642.3 feet to survey station 1359+46.2; thence N.89°34'02"E, a distance of 35309.6 feet to survey station 1712+55.8; thence S.41°43'37"E, a distance of 1184.0 feet to survey station 1724+39.8; thence N.89°18'04"E, a distance of 5037.5 feet to survey equation station 1774+77.3 Back on said relocated alignment, which is equivalent to 188+32.5 Ahead on said original alignment, and which marks the Terminus of said re-route at a point in the northeast quarter of Section 13, Township 13 North, Range 27 East, Willamette Meridian, Benton County, Washington, which bears S.58°18'52"E, a distance of 10283.4 feet from a cedar post marking the northwest corner of Section 28 in said Township 13 North, Range 27 East.

Bonneville Power Administration 3¼ inch aluminum cap monuments are set at survey stations:

1010+40.2, 1017+27.1, 1024+23.1, 1031+03.6, 1037+83.7, 1045+02.3, 1051+82.9, 1058+66.8, 1065+04.4, 1071+67.6, 1078+34.5, 1085+13.7, 1091+80.2, 1098+62.6, 1104+94.8, 1111+32.7, 1117+81.8, 1124+78.1, 1132+69.7, 1139+50.6, 1145+55.8, 1152+21.5, 1158+50.4, 1164+91.0, 1172+06.2, 1178+88.7, 1185+99.9, 1193+14.0, 1199+51.4, 1206+14.4, 1213+57.5, 1220+24.2, 1226+72.7, 1233+39.7, 1240+30.7, 1246+64.5, 1252+92.0, 1259+69.6, 1267+46.8, 1273+78.6, 1280+53.8, 1287+08.0, 1294+67.7, 1301+03.6, 1307+10.3, 1311+87.6, 1316+26.6, 1321+46.6,
BAY-4-A-1 contains 176.2 acres more or less.

**BAY-1-AR-1**
A right-of-way 20 feet wide, over and along an existing road to be improved, over and across the N1/2NE1/4 of Section 14, and the N1/2NW1/4, NE1/4 of Section 13, Township 13 North, Range 24 East, and Government Lot 2, the SE1/4NW1/4, S1/2NE1/4 of Section 18, and the SW1/4NW1/4 of Section 17, Township 13 North, Range 25 East of the Willamette Meridian, Benton County, Washington.

**BAY-2-AR-1**
A right-of-way 20 feet wide, over and along an existing road to be improved, over and across the N1/2NE1/4 of Section 13, Township 13 North, Range 24 East of the Willamette Meridian, Benton County, Washington.

**BAY-2-AR-2**
A right-of-way 20 feet wide, over and along an existing road to be improved, over and across the E1/2NE1/4 of Section 13, Township 13 North, Range 24 East of the Willamette Meridian, and Government Lot 1 of Section 18, Township 13 North, Range 25 East of the Willamette Meridian, Benton County, Washington.

**BAY-3-AR-1**
A right-of-way 20 feet wide, over and along an existing road to be improved, over and across the S1/2NW1/4, N1/2SW1/4, N1/2SE1/4 of Section 17, and the W1/2SW1/4, SE1/4SW1/4, SW1/4SE1/4 of Section 16, and the N1/2NE1/4 of Section 21, and the W1/2NW1/4, SE1/4NW1/4, NE1/4SW1/4, N1/2SE1/4, SE1/4SE1/4 of Section 22, all in Township 13 North, Range 25 East of the Willamette Meridian, Benton County, Washington.

**BAY-7-AR-1**
A right-of-way 20 feet wide, over and along an existing road to be improved, over and across the S1/2SW1/4 of Section 23, and the NE1/4NW1/4, W1/2NE1/4, SE1/4NE1/4 of Section 26, and the SW1/4NW1/4, N1/2SW1/4, W1/2SE1/4, SE1/4SE1/4 of Section 25, all in Township 13 North, Range 25 East, and the S1/2S1/2 of Section 30, and the S1/2SW1/4, SW1/4SE1/4 of Section 29, with an extension thereof being a right-of-way 50 feet wide, for a new road to be constructed, over and across the SW1/4SE1/4 of Section 29, with an extension thereof being a right-of-way 20 feet wide, over and along an existing road to be improved, over and across the S1/2SE1/4 of Section 29, and the S1/2S1/2 of Section 28, and the SW1/4SW1/4 of Section 27, all in Township 13 North, Range 26 East of the Willamette Meridian, Benton County, Washington.
BAY-8-AR-1
A right-of-way 20 feet wide, over and along an existing road, over and across the SW1/4SE1/4, SE1/4SW1/4 of Section 25, Township 13 North, Range 25 East of the Willamette Meridian, Benton County, Washington.

BAY-9-AR-1
A right-of-way 20 feet wide, over and along an existing road, over and across the E1/2SW1/4, NW1/4SE1/4, S1/2NE1/4, NE1/4NE1/4 of Section 30, and the NW1/4NW1/4 of Section 29, and the S1/2SW1/4, NE1/4SW1/4, NW1/4SE1/4 of Section 20, all in Township 13 North, Range 26 East of the Willamette Meridian, Benton County, Washington.

BAY-9-AR-2
A right-of-way 20 feet wide, over and along an existing road, over and across the SE1/4SW1/4 and Government Lot 4 of Section 30, Township 13 North, Range 26 East of the Willamette Meridian, Benton County, Washington.

BAY-10-AR-1
A right-of-way 50 feet wide, for a new road to be constructed, over and across the SW1/4SW1/4 of Section 29, Township 13 North, Range 26 East of the Willamette Meridian, Benton County, Washington.

BAY-10-AR-2
A right-of-way 50 feet wide, for a new road to be constructed, over and across the SE1/4SW1/4 of Section 29, Township 13 North, Range 26 East of the Willamette Meridian, Benton County, Washington.

BAY-10-AR-3
A right-of-way 20 feet wide, over and along an existing road, over and across the NE1/4SW1/4, E1/2NW1/4 of Section 29 and the E1/2SW1/4 of Section 20, Township 13 North, Range 26 East of the Willamette Meridian, Benton County, Washington.

BAY-10-AR-4
A right-of-way 20 feet wide, over and along an existing road, over and across the E1/2SW1/4, S1/2SE1/4 of Section 29 and the NE1/4NE1/4 of Section 32, Township 13 North, Range 26 East of the Willamette Meridian, Benton County, Washington.

BAY-10-AR-5
A right-of-way 50 feet wide, for a new road to be constructed, over and across the W1/2SE1/4 of Section 29, Township 13 North, Range 26 East of the Willamette Meridian, Benton County, Washington.

BAY-10-AR-6
A right-of-way 50 feet wide, for a new road to be constructed, over and across the W1/2SE1/4 of Section 29, Township 13 North, Range 26 East of the Willamette Meridian, Benton County, Washington.

BAY-11-AR-1
A right-of-way 50 feet wide, for a new road to be constructed, over and across the W1/2SE1/4 of Section 29, Township 13 North, Range 26 East of the Willamette Meridian, Benton County, Washington.
BAY-11-AR-2
A right-of-way 50 feet wide, for a new road to be constructed, over and across the SE1/4SE1/4 of Section 29, Township 13 North, Range 26 East of the Willamette Meridian, Benton County, Washington.

BAY-11-AR-3
A right-of-way 20 feet wide, over and along an existing road, over and across the SW1/4SW1/4 of Section 28 and the NW1/4NW1/4 of Section 33, Township 13 North, Range 26 East of the Willamette Meridian, Benton County, Washington.

BAY-11-AR-4
A right-of-way 20 feet wide, over and along an existing road, over and across the SE1/4SW1/4 of Section 28 and the NE1/4NW1/4 of Section 33, Township 13 North, Range 26 East of the Willamette Meridian, Benton County, Washington.

BAY-11-AR-5
A right-of-way 20 feet wide, over and along an existing road, over and across the E1/2SW1/4, E1/2NW1/4 of Section 28, and the E1/2SW1/4 of Section 21, Township 13 North, Range 26 East of the Willamette Meridian, Benton County, Washington.

BAY-12-AR-1
A right-of-way 20 feet wide, over and along an existing road to be improved, over and across the S1/2S1/2 of Section 27, and the S1/2S1/2 of Section 26, and the S1/2S1/2 of Section 25, all in Township 13 North, Range 26 East, and the S1/2S1/2 of Section 30, and the S1/2S1/2 of Section 29, and the S1/2SW1/4, SW1/4SE1/4 of Section 28, with an extension thereof being a right-of-way 50 feet wide, for a road to be constructed, over and across the SW1/4SE1/4 of said Section 28, all in Township 13 North, Range 27 East of the Willamette Meridian, Benton County, Washington.

BAY-14-AR-1
A right-of-way 20 feet wide, over and along an existing road, over and across the SE1/4SE1/4 of Section 26, Township 13 North, Range 26 East of the Willamette Meridian, Benton County, Washington.

BAY-14-AR-2
A right-of-way 20 feet wide, over and along an existing road, over and across the SE1/4SW1/4 of Section 25, Township 13 North, Range 26 East of the Willamette Meridian, Benton County, Washington.

BAY-15-AR-1
A right-of-way 20 feet wide, over and along an existing road, over and across the E1/2E1/2 of Section 25, Township 13 North, Range 26 East of the Willamette Meridian, Benton County, Washington.

BAY-15-AR-2
A right-of-way 20 feet wide, over and along an existing road, over and across the SE1/4SE1/4 of Section 25, Township 13 North, Range 26 East of the Willamette Meridian, Benton County, Washington.

BAY-16-AR-1
A right-of-way 20 feet wide, over and along an existing road, over and across the SE1/4SW1/4 of Section 29, Township 13 North, Range 27 East of the Willamette Meridian, Benton County, Washington.
BAY-16-X-A
The Bonneville Power Administration (BPA) Midway-Benton No. 3 Transmission Line crossing over a GTE underground telephone cable at BPA survey station 1660+45, in the SW1/4SE1/4 of Section 29, Township 13 North, Range 27 East of the Willamette Meridian, Benton County, Washington.

BAY-18-AR-1
A right-of-way 20 feet wide, over and along an existing road to be improved, over and across the SW1/4SE1/4 of Section 28, Township 13 North, Range 27 East of the Willamette Meridian, Benton County, Washington.

BAY-18-AR-2
A right-of-way 50 feet wide, for a new road to be constructed, over and across the N1/2NE1/4 of Section 33 and the N1/2NW1/4 of Section 34, Township 13 North, Range 27 East of the Willamette Meridian, with an extension thereof being a right-of-way 20 feet wide, over and along an existing road to be improved, over and across the NE1/4NW1/4 of said Section 34, with an extension thereof being a right-of-way 50 feet wide, for a new road to be constructed, over and across the NE1/4NW1/4, NW1/4NE1/4 of said Section 34, Benton County, Washington.

BAY-18-X-A
The Bonneville Power Administration (BPA) Midway-Benton No. 3 Transmission Line crossing over a GTE underground telephone cable at BPA survey station 1723+66, in the NW1/4NE1/4 of Section 33, Township 13 North, Range 27 East of the Willamette Meridian, Benton County, Washington.

BAY-18-X-B
The Bonneville Power Administration (BPA) Midway-Benton No. 3 Transmission Line crossing over a GTE overhead fiber optic cable at BPA survey station 1723+77.1, in the NW1/4NE1/4 of Section 33, Township 13 North, Range 27 East of the Willamette Meridian, Benton County, Washington.

BAY-30-AR-1
A right-of-way 20 feet wide, over and along an existing road to be improved, over and across the NE1/4NW1/4 of Section 11, Township 11 North, Range 28 East of the Willamette Meridian, Benton County, Washington.

M-EL-14-A-2
A right-of-way 100 feet wide, over and across the E1/2E1/2 of Section 25, Township 13 North, Range 26 East of the Willamette Meridian, Benton County, Washington. The boundaries of said right-of-way lie 50 feet on each side of, and parallel with, the survey line, as monumented on the ground, for the Bonneville Power Administration (BPA) Midway-Eagle Lake No. 1 Transmission Line southerly extension to the re-routed portion of the BPA Midway-Benton No. 3 Transmission Line. Said survey line is described with reference to the Washington Coordinate System NAD 83 (2009) South Zone as follows:

Commencing at a 4 inch by 4 inch wood post marking the northeast corner of said Section 25, thence S.06°55'36"W, a distance of 4562.1 feet, to a BPA tap structure located at survey station 878+42.7, on said Transmission Line, from which the point of beginning of said right-of-way bears S.01°59'52"W, a distance of 50.0 feet; thence N.01°59'52"E, a distance of 642.3 feet, to a BPA angle point structure located at survey station 884+85.0; thence N.03°36'31"E, a distance of 2685.0 feet to a BPA angle point structure located at survey station 911+70.0; thence N.15°49'45"E, a distance of 292.4 feet to survey station 914+62.4 and the Terminus of said right-of-way at the southerly right-of-way line of the existing BPA Midway-Benton
Transmission Line; thence continuing N.15°49'45"E, a distance of 301.6 feet, to a BPA angle point structure located at survey station 917+64.0; thence N.10°56'05"E, a distance of 61.0 feet to survey station 918+25.0, a point on the existing BPA Midway-Benton Transmission Line, marked by an existing BPA monument, which bears S.19°13'58"W, a distance of 557.6 feet, from said northeast corner of said Section 25.

Bonneville Power Administration 3¼ inch aluminum cap monuments are set at survey stations: 884+84.9, 891+57.8, 898+29.0, 905+01.0, 911+70.9.

Bonneville Power Administration 2½ inch brass cap monuments are set at survey stations: 917+64.9, 918+25.0.

M-EL-14-A-2 contains 8.2 acres, more or less.
CROSSING DESCRIPTION: 1660+45 GTE UNDERGROUND TELEPHONE CABLE

STATE: WASHINGTON 5/17/12
DATE: 5/17/12

CROSSING DESCRIPTION: 1660+45 GTE UNDERGROUND TELEPHONE CABLE
CROSSING DESCRIPTION: 1723+77.1 GTE OVERHEAD FIBER OPTIC

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<th>MINIMUM CLEARANCE/BPA OVER UNDER</th>
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TYPE OF CONDUCTOR: ACSR/TW TOUTLE

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THES FILE NAME: BAY-18-X-B.DGN

DESIGN: \[Signature\]  DRAWN BY \[Signature\]  CHECKED BY \[Signature\]

Rev Aug 2009  BPA 1041A
EASEMENT

The United States Department of Energy, Bonneville Power Administration, (hereinafter called the “Administration”), is hereby granted an Easement by the United States Department of Energy, Richland Operations Office (hereinafter called the “DOE-RL”), to construct, operate and maintain power transmission lines, access roads, and road approaches, on land in Grant and Benton Counties, as described in Exhibits A - N, attached hereto and made a part hereof. The Easement grants the Administration the right of ingress/egress thereto at all times.

THIS EASEMENT is granted subject to the following provisions and conditions:

1. That the term of this Easement shall commence at the time of signing of this easement and shall continue indefinitely, unless mutually modified or revoked by both parties.

2. That the use of said premises shall be subject to such rules and regulations as the DOE-RL may from time to time prescribe, and shall not interfere with DOE-RL operations. This paragraph applies strictly for the benefit of DOE-RL, and shall not be applicable with respect to future transferees of DOE-RL land, except to the extent specified by DOE-RL in the transfer document.

3. That any interference with or damage to property under control of the DOE-RL incident to the exercise of the privileges herein granted shall be corrected by the Administration to the satisfaction of the DOE-RL as soon as reasonably possible.

4. That before any future construction or modifications affecting DOE-RL property is undertaken outside of said Easement, it shall be reviewed and approved by the DOE-RL.

5. That the Administration shall, at its own expense and without cost or expense to DOE-RL, be responsible to maintain and repair any damages resulting from its use of the premises herein authorized. The Administration agrees to leave the premises in as good or better condition as found.

6. That the Administration shall be responsible to represent the government in claims for damages to property or injury to persons, which may occur during the construction, operation, or maintenance activities of the Administration's facilities.

7. That access roads identified in the attached Exhibits are located in a manner that minimizes impacts to existing vegetation to the extent possible.
8. That the Administration agrees to take necessary precaution, responsibility, and liability for any fires caused by the Administration's construction, installation, repair, maintenance, and operation of its electrical facilities covered under this Easement.

9. That upon relinquishment of this Easement, the Administration shall vacate said premises, remove its property therefrom and restore the premises to a condition conducive to the natural surroundings. Such removal and restoration shall be within a reasonable period, mutually agreed upon by both parties, subject to necessary permits and availability of funds.

IN WITNESS WHEREOF, the United States of America, acting by and through the United States Department of Energy, has caused this License to be executed by its duly authorized representative on the 18th day of September, 2003.

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

H. Boyd Hathaway
H. Boyd Hathaway
Richland Operations Office
Realty Specialist

Date 9/18/03

APPROVED AND AGREED BY:

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

Mari Rosales
Bonneville Power Administration
Mari Rosales
Realty Specialist

Date 9/2/03
A 25 foot wide right-of-way for the Bonneville Power Administration (BPA) Schultz-Wautoma No. 1 Transmission Line, from opposite survey centerline station 119+43 to equation station 110+57.9 survey back equals 110+50.0 map back equals 374+55.4 ahead, over and across the SW1/4NW1/4 and the NW1/4SW1/4 of Section 2, Township 13 North, Range 24 East, of the Willamette Meridian, Grant County, State of Washington. The southwesterly boundary line of said 25 foot wide right-of-way lies 75 feet distant southwesterly from and parallel with the survey centerline as monumented on the ground for the existing BPA Midway-Columbia Transmission Line. The northeasterly right-of-way boundary is coincident with the southwesterly right-of-way of the existing BPA Midway-Columbia Transmission Line as described in part by instruments recorded February 16, 1945, as Auditor’s file number 109374, and May 31, 1945, as Auditor’s file number 110617, deed records of Grant County. Together with a 180 foot wide right-of-way for the BPA Schultz-Wautoma No. 1 Transmission Line from survey equation station 110+57.9 back equals 374+55.4 ahead to the Columbia River at survey station 343+95, over and across the W1/2SW1/4 of Section 2, and Government Lot 1 of Section 11, all in Township 13 North, Range 24 East, of the Willamette Meridian, Grant County, Washington. The boundary lines of said right-of-way lie 90 feet distant westerly from and 90 feet distant easterly from and parallel with the survey centerline as monumented on the ground for the BPA Schultz-Wautoma No. 1 Transmission Line. EXCEPTING therefrom, that part lying within the right-of-way of the existing BPA Midway-Columbia Transmission Line described by instrument recorded May 31, 1945, as Auditor’s file number 110617, deed records of Grant County, Washington. The survey centerline is described with reference to the Washington Coordinate System (NAD83/91), South Zone, as follows:
Beginning at survey centerline station 799+32.5, which point is marked by a 5/8 inch iron rebar with 3/4 inch BPA Aluminum cap, and which point lies N.86°26'27"E, a distance of 1285.8 feet from a 2 1/2 inch U.S. Bureau of Reclamation (USBOR) brass cap affixed to a 2 inch diameter galvanized iron pipe marking the section corner common to Sections 2, 3, 10 and 11, Township 15 North, Range 23 East, of the Willamette Meridian; thence S.28°00'00"E, a distance of 19987.2 feet to survey station 599+45.3; thence S.32°38'15"E, a distance of 1306.0 feet to survey equation station 586+39.3 back equals 586+50.0 ahead; thence S.27°08'53"E, a distance of 47592.1 feet to survey equation station 110+57.9 survey back equals 374+55.4 ahead; thence S.00°53'19"E, a distance of 12935.8 feet to survey station 245+19.6, which point is marked by a set 5/8 inch iron rod with 3/4 inch BPA Aluminum cap, which lies N.08°09'17"E, a distance of 5759.0 feet from a found 1 1/2 inch pipe marking the corner common to Sections 22, 23, 26 and 27, Township 13 North, Range 24 East, of the Willamette Meridian, Benton County, Washington.

BPA Tract AUC-53-A-1 contains 12.6 acres, more or less.

BPA 3/4 inch Aluminum capped monuments are set at survey stations

586+39.3 Bk = 586+50.0 Ah, 559+68.1, 495+81.5, 466+84.4, 465+12.7, 436+72.2, 407+34.2, 406+33.1, 377+22.6, 319+76.3, 317+89.7, 289+04.1, 287+53.5, 258+80.6, 236+68.0, 200+19.5, 110+57.9 Bk = 374+55.4 Ah, 358+96.8, 348+46.6, 345+22.1, 323+83.2, 311+89.6, 308+01.2, 296+96.1, 279+68.1, 264+50.9 and 245+19.6.

AUC-53-A-1
EXHIBIT A
Page 3 of 3

PRELIMINARY
NOV 25 2002
BONNEVILLE POWER ADMINISTRATION
MAPPING DEPARTMENT

NOTES:
- EARS AND COORDINATES REFER TO WASHINGTON DEPARTMENT OF TRANSPORTATION SURVEY
- TO CONVET RESULTS TO UTM
MULTIPLY BY 0.99984

SCALE
10 2 200 400
AUC-54-A-1

That part of a multiple width right-of-way for the Bonneville Power Administration (BPA) Schultz-Wautoma No. 1 Transmission Line, over and across Government Lot 2, and the W1/2SW1/4 of Section 11; the W1/2NW1/4 and the W1/2SW1/4 of Section 14; the W1/2NW1/4 of Section 23; the SE1/4NE1/4, the E1/2SE1/4, and the SW1/4SE1/4 of Section 22, all in Township 13 North, Range 24 East, of the Willamette Meridian, Benton County, Washington. Between survey centerline stations 329+56 and station 245+19.6, the boundary lines of said right-of-way lie 90 feet distant westerly from and 90 feet distant easterly from and parallel with the survey centerline as monumented on the ground for the BPA Schultz-Wautoma No. 1 Transmission Line. Between survey centerline station 245+19.6 and station 183+67, the right-of-way boundaries lie 90 feet distant westerly from and 62.5 feet distant easterly from and parallel with the survey centerline as monumented on the ground for the BPA Schultz-Wautoma No. 1 Transmission Line, with the easterly right-of-way boundary being coincident with the westerly right-of-way boundary of the existing BPA Big Eddy-Midway Transmission Line, described in part as parcel BE-Mi-257 by Office Memorandum from the U.S. Department of the Interior, Bureau of Land Management, dated February 27, 1950; as parcel BE-Mi-256, by instrument recorded October 13, 1950, as Auditor's file number 261938 in Volume 109 at Page 84, Benton County deed records; and by permit between BPA and the United States Atomic Energy Commission, Contract Number 14-03-001-11655, parcel BE-Mi-255, accepted April 22, 1955. The survey centerline is described with reference to the Washington Coordinate System (NAD83/91), South Zone, as follows:
Beginning at survey equation station 110+50.0 (map) back equals 374+55.4 ahead, which point is marked by a set 5/8 inch iron rod with 3¼ inch BPA Aluminum cap, and which point lies S.69°52'57"E, a distance of 468.6 feet from a found 2½ inch Bureau of Reclamation Brass Cap on 2 inch galvanized iron pipe marking the one-quarter corner common to Sections 2 & 3, Township 13 North, Range 24 East, of the Willamette Meridian, Grant County, Washington; thence S.00°00'53"52'E, a distance of 12935.8 feet to survey station 245+19.6; thence S.21°25'57"W, a distance of 23486.7 feet to survey equation station 10+32.9 back equals station 10+31.2 ahead; thence continuing S.21°25'57"W, a distance of 958.2 feet to survey equation station 0+73.0 back equals 3000+00.0 ahead, which point lies S.38°05'17"W, a distance of 4964.7 feet from a found 5/8 inch iron rod marking the one-quarter corner common to Sections 3 and 4, Township 12 North, Range 24 East, of the Willamette Meridian, Benton County, Washington.

BPA Tract AUC-54-A-1 contains 56.4 acres, more or less.

BPA 3¼ inch Aluminum capped monuments are set at survey stations

110+57.9 Bk (survey) 110+50.0 (map) Bk = 374+55.4 Ah, 358+96.8, 348+46.6, 345+22.1, 323+83.2, 311+89.6, 308+01.2, 296+96.1, 279+68.1, 264+50.9, 245+19.6, 231+98.5, 219+49.4, 206+68.6, 199+00.2, 195+45.5 and 183+64.2.
CONTRACT NO R0006-03-ED-14609
U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
TRANSMISSION LINE CROSSING DATA

EXHIBIT I
Page 1 of 1

NAME OF BPA LINE
SCHULTZ-WAUTOMA NO 1

SUBDIVISION
SWSW/NWNW

DESCRIPTION OF UTILITIES CROSSED
296+96 AUC-54-X-A DEPARTMENT OF ENERGY ROAD (PRIEST RAPIDS RD)

TYPE OF CONDUCTOR
TRIPLE ACSR/TW DESCHUTES

TMDS FILE NAME: AUC-54-X-A
LICENSE

The UNITED STATES OF AMERICA, acting by and through the U.S. DEPARTMENT OF ENERGY, RICHLAND OPERATIONS OFFICE (DOE), hereby grants a License to the U.S. GEOLOGICAL SURVEY (USGS), a public organization, for the sole purpose of installing, maintaining, monitoring and removing seismic monitoring equipment in Building 6652L on Rattlesnake Mountain, hereafter known as the Premises.

1. DEFINITIONS:

   a. The term "Government" means the United States of America or any agency thereof.

   b. The term "DOE" means the U.S. Department of Energy and its duly authorized officers, employees, agents and other duly authorized representatives, including without limitation, the Manager, Department of Energy, Richland Operations Office.

   c. The term "Licensee" means United States Geological Survey, a public organization, including its duly authorized officers, employees, agents and other duly authorized representatives.

   d. The term "Premises" means the real property described in Exhibit A of this License. The Premises includes ingress and egress to and from said property on existing government roads.

   e. The term "Hanford Site" means the entire U.S. Department of Energy, Hanford Nuclear Reservation, real property, owned by the United States of America and located in Benton County, State of Washington, of which the Premises are a part.

2. USE OF PREMISES: Licensee's use of the Premises shall be for the sole purpose of installing, maintaining, operating, monitoring and removing seismic monitoring equipment.

3. ACCESS: Licensee shall have the right of ingress and egress to and from the Premises over the existing Government-owned road. DOE reserves the right, in the exercise of its sole discretion, to permanently close the existing Government-owned road. In this event, DOE agrees to provide Licensee with an alternate access route to the Premises. Additionally, DOE reserves the right, in the exercise of its sole discretion, to temporarily close, restrict or otherwise limit access over the existing Government-owned road.

4. TERM: The initial License term ("Initial Term") will be 10 years commencing on August 1, 2016 (hereinafter called the "Commencement Date") and terminating on July 31, 2026 providing however that the License may be renewed thereafter by agreement of the parties hereto.
5. **CONSIDERATION:** The parties agree that DOE will derive benefits from Licensee's installation, maintenance, operations and related services regarding seismic monitoring equipment. The parties also agree that Licensee will derive benefits from DOE's authorization for Licensee to conduct the foregoing activities on the Premises. As a result of the mutual and reciprocal benefits as described herein, the parties agree that monetary consideration for this License is not necessary.

6. **TERMINATION:** DOE or Licensee may terminate this License herein in whole or in part by giving 30 days written notice to the other party. This right of termination may be exercised by either party unilaterally, in the exercise of its sole discretion, without demonstrating cause or other grounds.

7. **REMOVAL AND RESTORATION:** Upon termination of the License granted herein, Licensee shall remove Licensee's property from the Premises within 60 days and restore the Premises to the condition existing at the time of the original occupancy without cost to the DOE. DOE may in the exercise of its sole discretion, accept a cash settlement in lieu of such physical restoration.

All of Licensee's property remaining on the Premises 60 days after expiration of this License, or such additional time as DOE may allow in writing, may be removed by the DOE at the expense of Licensee, which agrees to reimburse DOE for its removal expenses within 30 days of receipt of DOE's invoice. All of Licensee's property remaining on the Premises 60 days after expiration of this License, unless otherwise agreed in writing, shall become property of the DOE without compensation to Licensee.

8. **INDEMNITY:** Licensee, by acceptance of this License agrees that it shall indemnify and hold harmless the DOE from any claims, costs (including but not limited to reasonable attorney fees, consultant fees and/or expert witness fees) or liabilities (including but not limited to sums paid in settlement of claims), arising during the term of the License or thereafter from the injury or death of any person or persons or the damage of any property attributable to Licensee's occupancy or use of the Premises or as a result of Licensee's exercise of any other rights allowed under the terms of this License, except to the extent attributable to the negligent or intentional acts or omissions of the DOE.

9. **LIMITATIONS OF DOE’S OBLIGATIONS:** The responsibilities of DOE are subject to and otherwise limited by: (1) the availability of appropriated funds program funds for remediation and operation of the Hanford Site for the applicable fiscal year; and (2) the federal Anti-Deficiency Act.

10. **ENVIRONMENTAL INDEMNITY:** Licensee, by acceptance of this License agrees that it shall indemnify and hold harmless the DOE from any claims, costs (including, but not limited to, sums paid in settlement of claims) which arise during or after the term of the License from or in connection with the presence of suspected presence of hazardous substances in the air, soil, water, groundwater, or soil vapor on or under the Premises which the Licensee is allowed to use under the License, or arising from or in connection with the presence or suspected presence of hazardous substances is the result of acts or omissions of Licensee or its authorized
representatives or otherwise results from the operations conducted by Licensee on the Premises, except to the extent attributable to the negligent or intentional acts or omissions of the DOE. Hazardous substances, for the purposes of this License shall include, but not be limited to, any hazardous or toxic substance, material or waste which is (1) petroleum or petroleum derivative; (2) asbestos; (3) polychlorinated biphenyls (PCB); (4) designated as “Dangerous Waste” or “Extremely Hazardous Waste” by the State of Washington under authority of the Hazardous Waste Disposal Act, RCW Chap. 70-105 and associated regulations, WAC Chap. 173-303; (5) designated as “Hazardous Substance” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Sections 9601, et seq.; (6) designated as “Hazardous Waste” pursuant to the Resource Conservation and Recovery Act (RCRA), 42 USC Sections 6901, et seq.; (7) designates as a “Hazardous Substance” under the Clean Water Act, 33 USC § 1321, or listed pursuant to 33 USC § 1317; (8) listed by the U.S. Department of Transportation at 49 CFR 172.01 or the U.S. Environmental Protection Agency at 40 CFR Part 302; (9) is subject to corrective action requirements pursuant to Section 3003 of RCRA; and (10) any other substance, waste or material which is regulated as hazardous, dangerous or solid waste by any federal, state or local agency.

Without limiting the generality of the indemnification undertaken by Licensee, the indemnification shall specifically cover costs incurred in connection with any investigation of the site conditions or any cleanup, removal, restoration or remedial action required by any federal, state or local regulatory authority, or undertaken by the DOE to comply with any federal, state or local environmental protection or restoration laws, regulations, or ordinances deemed applicable to the site by the DOE. The obligation undertaken by Licensee to provide indemnification to the DOE shall survive the expiration or early termination of this License.

To ensure that DOE is in compliance with requirements stated in the Hanford Resource Conservation and Recovery Act Permit, Chapter I § E.15, the Licensee shall immediately report to DOE the release of any dangerous waste or hazardous substances occurring on the Hanford Site. This immediate verbal report shall contain the following information:

a. Name, address, and telephone number of the point of contact for the Licensee;
b. Location at which the release occurs;
c. Name and quantity of material(s) involved;
d. The extent of injuries, if any;
e. An assessment of actual or potential hazard to the environment and human health, where this is applicable;
f. Estimated quantity of released material that resulted from the incident; and
g. Actions which have been undertaken to mitigate the occurrence.

11. DAMAGE TO GOVERNMENT PROPERTY: Any property of the DOE that is damaged or destroyed as a result of the actions of Licensee incident to the exercise of any rights authorized by this Licensee, shall be promptly repaired or replaced by Licensee to the satisfaction of DOE. In lieu of such repair or replacement Licensee shall, if authorized by DOE in writing, pay DOE a
sufficient sum of money, as determined by DOE, to compensate DOE as a result of the damage to or destruction of such property.

12. PERMITS AND LICENSES: Licensee shall obtain all necessary permits, licenses, certifications and/or authorizations required in order to accomplish its operations and activities as described in this License. Licensee shall abide by all federal, state and local laws and regulations applicable to use of the Premises to include National Environmental Policy Act and National Historic Preservation Act. At the request of DOE, Licensee shall produce any required licenses, permits, certifications or authorizations as evidence of compliance with this provision.

13. SAFETY REQUIREMENTS: Licensee shall ensure that all of its activities are fully protective of the environment and of human health and safety. At the request of DOE, Licensee shall produce any required licenses, certifications or authorizations as evidence of compliance with this provision.

Licensee shall comply with applicable Occupational Safety and Health Act (OSHA) and Washington Industrial Safety and Health Act (WISHA) regulations and other applicable occupational and safety regulations as required by local, state and federal government.

Licensee shall abide by Hanford Site's Stop Work Policy, as provided herein:

a. Stop Work Responsibility: Every Hanford Site employee, regardless of employer, has the responsibility and authority to stop work IMMEDIATELY, without fear of reprisal, when the employee is convinced a situation exists which places himself/herself, a coworker(s), or environment in danger. Stop work is defined as stopping the specific task(s) or activity that poses danger to human health and/or the environment.

b. Reporting Unsafe Conditions: Employees are expected to report any activity or condition which he/she believes is unsafe. Notification should be made to the affected worker(s) and then to the supervisor or his/her designee at the location where the activity or condition exists. Following notification, resolution of the issue resides with the responsible supervisor.

c. Right to a Safe Workplace: Any employee who reasonably believes that an activity or condition is unsafe is expected to stop or refuse work without fear of reprisal by management or coworkers and is entitled to have the safety concern addressed prior to participating in the work.

d. Stop Work Resolution: If you have a "stop work" issue that has not been resolved through established channels, immediately contact your employer's Safety Representative or you Union Safety Representative. Alternatively, you may contact your Employee Concerns Program or the DOE Employee Concerns Program.

14. FEDERAL, STATE AND LOCAL TAXES: Licensee shall pay all Federal, state and local taxes levied against it for its occupancy of the Premises.
15. INTERFERENCE WITH OTHER OPERATIONS: Licensee’s use of on the Premises, as authorized herein, shall be so conducted that interference is not caused to the operations of the DOE on Government-owned land in the vicinity of the Premises or elsewhere within the Hanford Site. If such interference results from the Licensee’s operations hereunder, DOE may, in the exercise of its discretion, issue written notice to the Licensee, which will include details of Licensee’s defaulting conduct. A reasonable opportunity to take corrective action at Licensee’s expense will be provided to the Licensee unless DOE determines that said interference creates an emergency situation.

16. INTERFERENCE WITH OTHER OPERATIONS – EMERGENCY SITUATION: It is understood by Licensee that operations of the Government and its operating contractors which are now located or hereinafter placed in the vicinity of the Premises or elsewhere within the Hanford Site, are, or will be, maintained and conducted in the interests of the national defense and security or are to protect the public health and welfare and that it is of vital importance that these activities remain operable at all times. Therefore, should Licensee’s activities on the Premises at any time or for any reason cause interferences with such operations and Licensee or its representatives are not immediately available to take corrective action, DOE shall have the right to, and Licensee hereby authorizes DOE to, enter onto the Premises and take appropriate corrective action. This right will be exercised only in emergency situations and Licensee shall be given such advance notice as and if circumstances permit, and in any event, Licensee shall be notified as soon as practicable and shall be allowed to resume operation as soon as corrective measures have been effected to DOE’s satisfaction. The Licensee shall hold the DOE harmless from any and all claims, costs and liabilities of any nature arising out of any actions taken under the authority reserved in this section.

17. SPECIAL TERMS AND CONDITIONS: The following provision has been included to minimize impacts to cultural resources, minimize impacts to the DOE infrastructure system, and address performing work safely at the Hanford Site.

a. To ensure the preservation and protection of historic properties and cultural resources that may be impacted by future maintenance or other activities associated with the License, Licensee will follow the Hanford Cultural Resources Management Plan. Licensee shall watch for cultural materials, such as, but not limited to bones and artifacts, for all activities within the project area. If any cultural materials are encountered, work in the vicinity of the discovery must stop until DOE has been notified, assessed the significance of the find, and, if necessary, arranged for mitigation of the impacts of the find.

b. A Hanford Excavation Permit approval is required prior to any excavation work at the Hanford Site and/or Premises. The Licensee is responsible for ensuring that all underground utilities and infrastructure are protected during excavation. The Licensee agrees to acquire support from a contractor operating under DOE to provide subsurface scanning to adequately locate known and unknown underground utilities and infrastructure prior to excavation. The Licensee also agrees to obtain a Health Physics
Technician (HPT) from a contractor operating under applicable DOE radiological protection program during excavation to monitor possible exposure and protect workers from radioactive substances.

c. All construction material shall be removed from the Premises and any other impacted areas of the Hanford Site within 30 days from completion of construction. Area outside of the Premises disturbed during construction shall be restored to native sagebrush, forbs, and grasses as approved in writing by DOE. The Premises shall be neatly maintained at all times.

18. COVENANT AGAINST CONTINGENT FEES: Licensee warrants that no person or selling agency has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Licensee for the purpose of securing business.

19. OFFICIALS NOT TO BENEFIT: No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this License, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this License if made with a corporation for its general benefit.

20. MODIFICATION: No changes or modifications of this License are valid unless in writing.

21. MERGER: This License represents the full and complete agreement of the parties.

22. SEGREGATION: If any provision of this License, as amended, shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

23. REASSIGNMENT: Neither this License or any interest therein nor claim thereunder may be assigned or transferred by Licensee, except as expressly authorized in writing by DOE.

24. CHOICE OF LAW: This License has been and shall be construed as having been made and delivered within the State of Washington. It is acknowledged and agreed by DOE and Licensee that this License shall be governed by laws of the State of Washington and other applicable laws.

25. AGREEMENT BY LICENSEE: By affixing the signature of its authorized representative at the location indicated below, Licensee hereby agrees to the terms and conditions of the License.

26. HEADINGS: The headings in the License are for the purposes of reference and convenience only and shall not limit or otherwise define the meaning thereof.
27. **NOTICES:** For the purposes of this License, notices as required hereunder or otherwise desired by the Licensee shall be forwarded to DOE’s representative:

Michael J. Elsen  
DOE-RL Realty Officer  
P.O. Box 550 MSIN A3-04  
Richland, WA 99352  
509.376.8021

Notices as required hereunder or otherwise desired by the DOE’s shall be forwarded to Licensee’s representative:

Dr. Austin A. Holland  
USGS Albuquerque Seismological Laboratory  
P.O. Box 82010  
Albuquerque NM 87198  
505-846-2794  
aaholland@usgs.gov

Persistent email:  
anssmaint@usgs.gov
IN WITNESS WHEREOF, the United States of America, acting by and through the United State Department of Energy, has caused this License to be executed by its duly authorized representative on the 15th day of November, 2016.

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

[Signature]
Michael J. Eisen
Realty Officer

APPROVED AND AGREED:
UNITED STATES GEOLOGICAL SURVEY

[Signature]
Jill McCarthy
GHSC Director

Date: 11/15/16
<table>
<thead>
<tr>
<th>ID Number</th>
<th>Party</th>
<th>Date</th>
<th>Description</th>
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<tbody>
<tr>
<td>1420.10.1670.03</td>
<td>Department of Defense - Army</td>
<td>11/2008</td>
<td>Permit to use FMEF</td>
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<tr>
<td>1420.15.1760.01</td>
<td>US Geological Survey</td>
<td>11/2016</td>
<td>License to perform seismic testing in 6652L</td>
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<td>Columbia River Inter-Tribal Fish Commission (CRITFC)</td>
<td>6/2011</td>
<td>Permit for fish tagging operations at two locations along the Columbia River</td>
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<td>Tri-Cities Economic Development Council (TRIDEC)</td>
<td>9/2015</td>
<td>Deed includes a Memorandum of Agreement between DOE and the tribal entities</td>
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<td>1410.10.0570.02</td>
<td>Washington State Dept of Ecology</td>
<td>1/2015</td>
<td>Permit for use of surface water out of the Columbia River. DOE obtained permit for ENW use</td>
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<tr>
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<td>City of Richland</td>
<td>5/2014</td>
<td>Permit for City to use DOE owned telecom conduit</td>
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<tr>
<td>1420.20.0220.04</td>
<td>Bonneville Power Administration</td>
<td>9/2014</td>
<td>Easement for BPA Shultz-Wautoma transmission line</td>
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<tr>
<td>1420.20.0220.03</td>
<td>Bonneville Power Administration</td>
<td>1/2013</td>
<td>Easement for BPA Midway-Benton No. 1 transmission line</td>
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<td>1420.30.0220.02</td>
<td>Bonneville Power Administration</td>
<td>10/2015</td>
<td>Agreement outlining the conditions for DOE groundwater monitoring lines existing within BPA right-of-way</td>
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</table>
January 8, 2015

US Department of Energy
825 Jadwin Ave.
Richland, WA 99352-0550

Re: Water Right Permit No. S4-33102

Dear Sir or Madam:

Enclosed is your Permit to be retained for your records. Please read the enclosed information sheet, as well as your entire Permit.

This permit authorizes you to construct your project and put water to use.

We are enclosing a Construction Notice form. Once you begin construction, complete and submit the form to this office. **If you cannot begin your project by September 1, 2015, you must contact this office to apply for an extension.**

If you have any questions, please contact Teresa Mitchell at (509) 575-2597.

Sincerely,

Angie Andreas
Office of Columbia River

Enclosures: Water Right Permit
Construction Notice
Important Information About Your Water Right Permit
Water Service Contract

cc: Philip Rigdon, Yakama Nation
DEPARTMENT OF WATER RIGHT PERMIT for Lake Roosevelt Incremental Storage Releases Program

PRIORITY DATE
11/6/2013

MAILING ADDRESS
US DEPARTMENT OF ENERGY
825 JADWIN AVE
RICHLAND WA 99352-0550

Quantity Authorized for Withdrawal or Diversion

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<th>DIVERSION RATE</th>
<th>UNITS</th>
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Purpose

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Source Location

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<td>40-ALKALI-SQUILCHUCK</td>
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<th>TWP</th>
<th>RNG</th>
<th>SEC</th>
<th>QQ Q</th>
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Place of Use (See Attached Map)

PARCELS (NOT LISTED FOR SERVICE AREAS)

LEGAL DESCRIPTION OF AUTHORIZED PLACE OF USE

Proposed Works
An existing diversion on the Columbia River with one or more electric pumps will be used to pump river water from the pump house to a water treatment facility at the Industrial Development Complex. Up to four pumps (from 40 to 255 HP) will be used to distribute treated water around the Complex. Untreated river water will be used for industrial reuse projects.


**Development Schedule**

<table>
<thead>
<tr>
<th>BEGIN PROJECT</th>
<th>COMPLETE PROJECT</th>
<th>PUT WATER TO FULL USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 1, 2015</td>
<td>September 1, 2025</td>
<td>September 1, 2026</td>
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**Measurement of Water Use**

- How often must water use be measured? Bi-weekly
- How often must water use data be reported to Ecology? Annually (Jan 31)
- What volume should be reported? Total Annual Volume
- What rate should be reported? Annual Peak Rate of Diversion (gpm or cfs)

**Provisions**

**Water Service Contract**

Use of water under this permit or certificate is contingent upon the applicant’s compliance with a water service contract with Ecology for recovery of costs associated with the Lake Roosevelt Incremental Storage Releases Program. Failure to comply with the terms of the water service contract will result in cancellation of the permit or revocation of the certificate.

**Measurements, Monitoring, Metering and Reporting**

An approved measuring device must be installed and maintained for each of the sources identified by this water right in accordance with the rule "Requirements for Measuring and Reporting Water Use", WAC 173-173, which describes the requirements for data accuracy, device installation and operation, and information reporting. It also allows a water user to petition the Department of Ecology for modifications to some of the requirements.

Recorded water use data shall be submitted via the Internet. To set up an Internet reporting account, contact the CentralRegional Office. If you do not have Internet access, you can still submit hard copies by contacting the Central Regional Office for forms to submit your water use data.

**Department of Fish and Wildlife Requirement(s)**

The intake(s) shall be screened in accordance with Department of Fish and Wildlife screening criteria (pursuant to RCW 77.57.010, RCW 77.57.070, and RCW 77.57.040). Contact the Department of Fish and Wildlife, 600 Capitol Way N, Olympia, WA 98501-1091. Attention: Habitat Program, Phone: (360) 902-2534 if you have questions about screening criteria. [http://wdfw.wa.gov/about/contact/](http://wdfw.wa.gov/about/contact/).

**Easement and Right-of-Way**

The water source and/or water transmission facilities are not wholly located upon land owned by the applicant. Issuance of a water right authorization by this department does not convey a right of access to, or other right to use, land which the applicant does not legally possess. Obtaining such a right is a private matter between applicant and owner of that land.

**Water Use Efficiency**

The water right holder is required to maintain efficient water delivery systems and use of up-to-date water conservation practices consistent with RCW 90.03.005.

**Proof of Appropriation**

The water right holder shall file the notice of Proof of Appropriation of water (under which the certificate of water right is issued) when the permanent distribution system has been constructed and the quantity of water required by the project has been put to full beneficial use. The certificate will reflect the extent of the project perfected.
within the limitations of the permit. Elements of a proof inspection may include, as appropriate, the source(s), system instantaneous capacity, beneficial use(s), annual quantity, place of use, and satisfaction of provisions.

Schedule and Inspections
Department of Ecology personnel, upon presentation of proper credentials, shall have access at reasonable times, to the project location, and to inspect at reasonable times, records of water use, wells, diversions, measuring devices and associated distribution systems for compliance with water law.

This Permit Subject to Cancellation
This permit shall be subject to cancellation should the permittee fail to comply with the above development schedule and/or to give notice to the Department of Ecology on forms provided by the Department documenting such compliance.

Given under my hand and the seal of this office at Yakima, Washington this 8th day of January, 2015.

Department of Ecology

OK F.C. by Mark C. Schuppe, Operations Manager
Office of Columbia River
ATTACHMENT–LEGAL DESCRIPTION FOR PLACE OF USE

Industrial Development Complex (WNP-1 and WNP-4 Project Site*)
The following is a legal description of the property on which the water will be used, taken from lease Contract No. AT(45-1)-2416 between the United States of America, represented by the United States Department of Energy, and Energy Northwest.

A parcel of land lying in Section 4 of Township 11 North, Range 28 East, Willamette Meridian, described as follows:

Beginning at the Southwest corner of Section 11, Township 11 N., Range 28 E.W.M., (said corner being located by reference to the Washington State Coordinate System South Zone at coordinates North 408,335.30 and East 2,307,653.50) thence North 65°-17'-03" West 12,113.14 feet to the TRUE POINT OF BEGINNING (said point being located by reference to the Washington State Coordinate System South Zone at coordinates North 413,400.00 and East 2,296,650.00); thence North 01*-01'-23" West 3000.48 feet to a point; thence West 5280.00 feet to a point; thence South 01*-01'-23" East 3000.48 feet to a point; thence South 88°53'54" West 5,200.96 feet; thence North 0°31'41" West 3,690.15 feet; thence East 1,430.00 feet; thence North 0°18'54" East 1,800.29 feet; thence North 89°07'55" East 3,300.38 feet to the line of Navigation of the West bank of the Columbia River; thence southerly along said line of Navigation to a point that bears North 89°15'21" West 3,850.32 feet more or less to the TRUE POINT OF BEGINNING.

The bearings used herein are Grid Bearings based on the Washington State Coordinate System, South Zone.

Columbia Generating Station (WNP-2 Project Site*)
The following is a legal description of the property on which the water will be used, taken from lease Contract No. AT(45-1)-2269 between the United States of America, represented by the United States Department of Energy, and Energy Northwest.

A parcel of land lying in Sections 2, 3, 4, and 5 of Township 11 North, Range 28 East, Willamette Meridian, described as follows:

Beginning at the Southwest corner of Section 11, Township 11 N., Range 28 E.W.M., said corner having Washington State coordinates, South zone, of North 408,335.30 and East 2,307,653.50, thence North 0°41'08" East 8,065.28 feet to the TRUE POINT OF BEGINNING; thence West 11,153.57 feet; thence South 01°01'23" East 3000.48 feet; thence South 88°53'54" West 5,200.96 feet; thence North 0°31'41" West 3,690.15 feet; thence East 1,430.00 feet; thence North 0°18'54" East 1,800.29 feet; thence North 89°07'55" East 3,300.38 feet to the line of Navigation of the West bank of the Columbia River; thence southerly along said line of Navigation to a point that bears North 89°15'21" West 3,850.32 feet more or less to the TRUE POINT OF BEGINNING.

The bearings used herein are Grid Bearings based on the Washington State Coordinate System, South Zone.

*The Industrial Development Complex comprises two partially constructed and later terminated nuclear projects, WNP-1 and WNP-4.

*The Columbia Generating Station was formerly named WNP-2.
# Water Resources Program

## Begin Construction Notice

### WATER RIGHT FILE NO.

### PART 1 – CONSTRUCTION NOTICE

Check one

- [ ] Construction of the water system has started.
  
  Date construction began:

- [ ] Construction of the water system has NOT started. You must request an extension if you intend to pursue this project. Refer to the enclosed information sheet: *Extensions for Water Right Permits and Change Authorizations*.

- [ ] I am no longer interested in pursuing this project. Please cancel this permit.

### PART 2 – CONSTRUCTION DETAILS

Describe in detail construction completed to date. Include the status of development of diversion/withdrawal facilities, pump installation, conveyance system, and measuring device installation. If applicable, describe progress made on securing permits needed to begin or complete construction. Attach copies of well reports, project maps(s) showing exact source locations, diagrams or other construction-related documents not previously submitted.
PART 3 – SIGNATURES

Name of Water Right Holder or Authorized Representative

Authorized Representative Name

Mailing Address

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

Home Phone | Cell Phone | Office Phone | Email Address
|-----------|------------|--------------|--------------|

I certify that I am the holder of the above water right or the approved representative. The information contained in this form is true and accurate to the best of my knowledge.

Signature

Date

PART 4 – SEND YOUR COMPLETED FORM TO ECOLOGY

Submit this form to:

Northwest Regional Office
3190 – 160th Avenue SE
Bellevue, WA 98008-5452
(425) 649-7000

Central Regional Office
15 W Yakima Ave, Ste. 200
Yakima, WA 98902
(509) 575-2490

Eastern Regional Office
4601 North Monroe Street
Spokane, WA 99205-1295
(509) 329-3400

Southwest Regional Office
PO Box 47775
Olympia, WA 98504-7775
(360) 407-6300

If you need this document in a format for the visually impaired, call the Water Resources Program at 360-407-6872. Persons with hearing loss can call 711 for Washington Relay Service. Persons with a speech disability can call 877-833-6341.
WATER SERVICE CONTRACT
BETWEEN
OFFICE OF COLUMBIA RIVER
WASHINGTON DEPARTMENT OF ECOLOGY
AND
U.S. DEPARTMENT OF ENERGY

EXPLANATORY RECITALS:
Whereas, the following preliminary statements are made in explanation:
1. RCW 90.90.010 authorizes the Washington Department of Ecology’s (Ecology) Office of Columbia River (OCR) to enter into water service contracts to recover all or a portion of the cost of developing water supplies.
2. Since 2004, OCR has partnered with the United States Bureau of Reclamation (Reclamation) on releasing additional water from Lake Roosevelt for new water supplies.
3. On December 21, 2010, Ecology issued Surface Water Certificate S3-30556 authorizing Reclamation to release 37,500 acre-feet of water from Lake Roosevelt for the purpose of instream flow purposes, with 25,000 acre-feet to be used as replacement water for out-of-stream municipal and industrial uses.
5. OCR entered into a federal water service contract with Reclamation on August 2, 2011, Contract No. 11XX101734 (Reclamation Contract). The Reclamation Contract is attached hereto as Attachment A. The Reclamation Contract relates to the 37,500 acre-feet of water supply released for instream flows and new municipal and industrial permits. The Reclamation Contract has a term of 40 years, expiring on August 2, 2051, unless it is renewed pursuant to its terms.

U.S. Department of Energy holds an application for a water right (Application No. S4-33102) that was filed with Ecology on November 6, 2013.

I. THIS WATER SERVICE CONTRACT (AGREEMENT) is made and entered into by and between the Washington Department of Ecology, hereinafter referred to as "ECOLOGY", and U.S. Department of Energy, hereinafter referred to as "APPLICANT".

II. IT IS THE PURPOSE OF THIS AGREEMENT to establish a contractual framework for the APPLICANT to reimburse the State of Washington through ECOLOGY an agreed upon annual sum to utilize permitted waters of the State of Washington under Water Right Permit No. S4-33102 (Attachment B) for beneficial use of that water. This Agreement is intended to describe the annual costs, the conditions to the Agreement, and the term of service for the use of that water. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

III. STATEMENT OF PERFORMANCE: ECOLOGY has conducted a water right investigation and will issue a Report of Examination (ROE) approving the application after the APPLICANT signs this Agreement. After any appeal of the ROE is concluded, ECOLOGY will issue a permit (unless the ROE is vacated upon appeal). All provisions, conditions, and limitations of water use identified in Attachment B are incorporated into this contract.
The supply of water authorized in Attachment B is a permanent authorization. However, it is mitigated by a non-permanent federal water service contract. In the future, either the Reclamation Contract will be renewed, or OCR will make best efforts to replace it with another water supply source that provides equal mitigation value.

IV. PERIOD OF PERFORMANCE: Subject to its other provisions, the period of performance of this Agreement shall commence on the date of permit issuance, and run as long as the APPLICANT receives water pursuant to Attachment B, unless amended or terminated sooner as provided herein.

V. TERMS OF PAYMENT: Cost recovery payments for this Agreement are based on costs incurred by ECOLOGY as a result of the Reclamation Contract, unless otherwise amended. The Reclamation Contract and its terms and conditions are incorporated by reference into this Agreement. Annual payments due by the APPLICANT to ECOLOGY are as follows:

APPLICANT shall pay ECOLOGY an annual sum of $35 per acre-foot per year based on the permitted or certificated quantity described in Attachment B. ECOLOGY may at its sole discretion adjust this rate if Reclamation exercises Provision 14(2)(b) of the Reclamation Contract, which provides for periodic review of payments for water service contracts under Federal Reclamation law. ECOLOGY shall not adjust its rate unless it provides APPLICANT with 90 days notice of said rate adjustment.

VI. BILLING PROCEDURE: Payment shall be based on the full permitted quantity in Attachment B. At such time as the permit is superseded, or perfected and replaced by a certificate, then the payment shall be based upon the superseding permit or certificated quantity. Payment shall be due by November 1st each year for the subsequent year’s water use. ECOLOGY shall send a notice of payment due to the APPLICANT by September 15th of each year.

VII. AGREEMENT ALTERATIONS, AMENDMENTS, AND ASSIGNMENTS: This Agreement may be amended or assigned by mutual agreement of the parties. Such amendments or assignments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Exceptions to mutual agreement amendments and assignments:

1. When a certificate issues for the permit in Attachment B, said certificate shall automatically replace the permit and become the basis for this Agreement in Attachment B.

2. This Agreement is assignable if accompanied by an equivalent assignment of the subject permit. A superseding permit issued in such event will become the basis for this Agreement in Attachment B.

3. In the event a superseding permit issues based on an approved change decision by ECOLOGY, said superseding permit will become the basis for this Agreement in Attachment B. However, in addition to other applicable criteria and transfer statutes, a change application shall only be approved for the permit or certificate if the new use, point of withdrawal, or other proposed change is capable of being mitigated through the Reclamation Contract.

4. In the event a certificate has issued and the entire property to which the certificate is appurtenant is transferred to another party, this Agreement is assignable if agreed to by the current and proposed certificate holders.
VIII. TERMINATION: The APPLICANT may terminate this Agreement upon thirty (30) calendar days prior written notification to ECOLOGY. In that event, the subject permit shall be cancelled by ECOLOGY if still in effect. If a certificate is in effect, such termination shall constitute the certificate holder’s intent to abandon the certificate and ECOLOGY shall promptly revoke same.

ECOLOGY shall not terminate this Agreement unless:

1. The Reclamation Contract is renewed and ECOLOGY is subjected to different or additional conditions for the water releases not covered by this ECOLOGY-APPLICANT Water Service Contract; or
2. The Reclamation Contract is terminated and ECOLOGY has secured alternate mitigation for the permit or certificate.
3. The Reclamation Contract is terminated and ECOLOGY has not secured alternate mitigation for the permit or certificate.
4. The APPLICANT fails to honor the terms of this Agreement, including payment.

Prior to terminating this Agreement as described in #1 and #2 above, ECOLOGY shall provide to the APPLICANT a new water service contract for review and execution at least ninety (90) calendar days prior to such termination. The goal of such notice is to provide informed and uninterrupted mitigation throughout the life of the permit or certificate. If ECOLOGY terminates this Agreement as described in #1 and #2 above, the APPLICANT may:

A. Accept the terms of the new water service contract; or
B. Abandon use of the permit or certificate and either:
   a. Cease beneficial use associated with said right (e.g. no longer divert or withdraw water); or
   b. Continue the beneficial use under another suitable water right.

ECOLOGY shall not terminate this Agreement as described in #4 above, unless it has taken the following steps:

I. ECOLOGY must provide notice to the APPLICANT of APPLICANT’S failure to comply with this Agreement and provide for 30 calendar days response by the APPLICANT. If the APPLICANT corrects such non-compliance within said 30 day period, ECOLOGY shall not terminate the Agreement. Except however, that if such non-compliance is due to failure to promptly provide annual payment as required herein, a late penalty of 5% shall be assessed.

II. If non-compliance persists beyond the 30 day notice period, ECOLOGY may initiate termination of the Agreement by providing a ninety (90) calendar day Notice of Intent to Terminate. If the APPLICANT corrects such non-compliance within said 90-day period, ECOLOGY shall not terminate the Agreement. Except however, that the APPLICANT shall be assessed a non-compliance penalty of 5%, said penalty being in addition to any penalty assessed in the 30-day notice period. If non-compliance persists beyond 90 days, ECOLOGY may terminate the Agreement and either cancel the permit or revoke the certificate as appropriate. Such cancellation or revocation shall be made by Departmental Order. In the event of such cancellation or revocation, the APPLICANT agrees to voluntarily abandon the permit or certificate.

In the event of termination by either party, all payments paid in advance for the coming calendar year shall remain with ECOLOGY without refund.

ECOLOGY and the APPLICANT are each responsible for their own respective costs and attorney’s fees in connection with this Agreement and any dispute related to the proper interpretation or implementation of

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³ See the Reclamation Contract termination clause.
this Agreement. No damages, direct or indirect, may be awarded to the APPLICANT due to failure of ECOLOGY, or ECOLOGY's officers, agents, or employees, to perform any obligation under this Agreement.

The APPLICANT is not a third party beneficiary of the Reclamation Contract.

IX. GOVERNANCE: This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable state and federal statutes and rules;
- Any other provisions of the Agreement, including material incorporated by reference.

X. WAIVER: A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

XI. ALL WRITINGS CONTAINED HEREIN: This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

XII. IN WITNESS WHEREOF, the parties have executed this Agreement

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

APPLICANT

Derek I. Sandison  
Date  10-30-14
Director, Office of Columbia River

H. Boyd Hathaway  
Date  10-20-14
U.S. Department of Energy

Approved as to form only.
Assistant Attorney General
ATTACHMENT A: RECLAMATION CONTRACT
ATTACHMENT B: WATER RIGHT AUTHORIZATION
Actionee: Leary, Kevin

Comments:

Due Date: ACTION
Title WATER RIGHT PERMIT NO. S4-33102
Document: NA (DOEC)
Document Date: 01/08/2015
Author: ANDREAS A
Addressee: US DEPARTMENT OF ENERGY

Information Copied to:

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<td>Dudley, John R</td>
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Records Schedule Information:
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Sensitive?: No
Sensitive Attachments?: No
Date CC Rec'd: 02/02/2015

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PERMIT

The UNITED STATES OF AMERICA (Grantor), acting by and through the DEPARTMENT OF ENERGY (DOE) pursuant to 42 USC 2201, hereby grants to the Columbia River Inter-Tribal Fish Commission (Grantee), a non-profit organization, a permit for seasonal access to install, operate, maintain, repair, replace, and remove temporary and portable trailers, lavatories, generators, fish troughs, and other equipment, including water pumps for a staging and processing area to support the capture, adipose-clip, and coded-wire tag of juvenile fall Chinook salmon from the Columbia River on a parcel of land located on and adjacent to the former ferry boat ramp at the Hanford Town Site and the White Bluffs Boat Launch, more particularly described as follows and as depicted in Exhibit A in Benton County, Washington.

The first parcel of land is located in the Hanford Town site adjacent to the former ferry boat ramp (Exhibit A). The parcel to be used is approximately ½ acre. The parcel is located approximately 3000 feet southeast of an existing concrete structure known as the Richland Pump House. The parcel can be more specifically located by coordinates of 139500N, 586400E on the Hanford coordinates system.

The second parcel of land is located at the White Bluffs Boat Launch adjacent to the boat ramp (Exhibit A). The parcel to be used is approximately ½ acre. The parcel can be more specifically located by coordinates of -33725.089E, 85177.149N on the Hanford coordinates system.

The Grantee hereby agrees that Permit R006-05PR-14619 for similar authorized use has expired.

1. DEFINITIONS
   a. The term “Premises” as used herein means the real property described in the preceding paragraphs of this permit.
   b. The term “Government” as used herein means the United States of America or any agency thereof.
   c. The term “DOE” as used herein means the Department of Energy or any duly authorized representative thereof, including without limitation, the Manager, Department of Energy, Richland Operations Office.
   d. The term “Grantee” as used herein means the Columbia River Inter-Tribal Fish Commission (CRITFC), the grantee herein.
2. RESERVED USE OF THE PREMISES: The Government reserves unto itself, its contractors and its assigns all incidents of ownership and dominion and control, including, but not limited to the right: (1) to use, maintain, repair, remove and replace existing roads, railroads, water lines, power lines and other facilities that may touch or intersect the Premises; (2) to construct, use, maintain, repair, remove and replace railroads, water lines, canals, power lines and other facilities over, under, across and upon the Premises; and (3) to place, use, maintain, repair, remove and replace monitoring equipment such as fire control and fire alarm facilities over, under, across, and upon the Premises.

3. PURPOSE AND ACCESS: The Grantee and its authorized representatives, shall have seasonal access to the Premises during times of juvenile fish migration on the Columbia River at said Premises. During this time the Grantee and its authorized representatives shall have a non-exclusive right of ingress and egress to and from the Premises over Government-owned lands and over such roads within DOE’s property for the installation, operation, maintenance, repair, replacement and removal of seasonal-temporary structures, and equipment, including water pumps to capture, adipose-clip, and coded-wire tag juvenile fall Chinook salmon from the Columbia River. The Grantee’s use of the aforesaid Premises and roads shall be subject to such security limitations and conditions, and also subject to such other conditions and regulations that DOE may require or issue from time to time. The Grantee’s use and occupation of the Premises shall be subject to such rules and regulations regarding safety, security, biological, cultural, environmental and access as DOE may prescribe from time to time.

4. DOE APPROVAL OF EQUIPMENT OWNED BY OTHERS: Grantee shall not install or allow the installation of any equipment owned and operated by others on the Premises without prior written approval of DOE. Grantee shall assume all responsibility for ensuring that all equipment installed on the Premises is operated in conformance with the terms of this permit. All obligations of this permit requiring Grantee to comply with applicable laws and regulations and providing for indemnification of the Government, apply with equal force to Grantee in regard to the operation of any equipment installed on the Premises, regardless of ownership, unless that equipment is installed by or on behalf of the Government, DOE or its authorized representatives. DOE shall not assume any obligation to provide an alternate site for operation of equipment if that equipment is determined to interfere with DOE operations and programs.
5. ORDERLY SEASONAL INSTALLATION AND REMOVAL: All installation, maintenance, operation, repair and replacement operations conducted by Grantee upon Premises shall be conducted in a neat, and orderly manner and all such installation on the Property shall be conducted in such a manner as not to endanger personnel or property of the Government and its contractors and shall be in accordance with the provisions of all applicable laws, regulations, ordinances and licenses. At the end of each seasonal use, all property of the Grantee shall be removed and Grantee shall clean up all garbage and debris before leaving the area. No automobile or mechanical work is allowed, including changing of oil or antifreeze. Grantee acknowledges and agrees that it shall exercise caution in order to ensure that spills of hazardous waste or other contamination does not occur. In this event, Grantee assumes full responsibility and liability for such hazardous spill and contamination, including the obligation to clean up the same.

To the extent deemed necessary for the protection of the health and safety of employees or personnel of DOE or the Grantee, or their contractors, or the public, DOE may, but shall not be obligated to, close all routes of ingress and egress to and from the Premises, or cause said Premises to be evacuated, or both; provided that DOE shall give such advance notice of the closure or evacuation as circumstances permit. DOE’s determination that such action is necessary shall be conclusive and the Government, DOE and its officers, employees, and authorized representatives shall not be liable for any damage or loss caused by such action.

6. MAINTENANCE OF PROPERTY: Grantee agrees to maintain the Premises in good condition and agrees to make all necessary repairs.

7. TERM: This permit granted herein shall remain in effect for a period of five (5) years unless terminated earlier as provided herein.

8. RENEWAL OPTIONS: Grantee is granted three five-year options for renewal of this permit. The first such option shall be for one five-year period commencing after the expiration of the initial five-year term of this permit, and the second and third for two five-year periods thereafter. Grantee is required to exercise each option, if at all, by providing written notice to Grantor six (6) months or more before the expiration of the applicable permit term.

9. TERMINATION: The Permit may be terminated earlier by any party. Such termination shall be a written notice and shall be effective as of the date of said notice. Upon termination
of this Permit, the Grantee shall vacate said premises, remove its property and restore the premises within 30-days, or such additional time as Grantor may allow in writing, to a condition conducive to the natural surroundings as approved by Grantor, all without cost to the Government or the Grantor; provided, that if Grantee’s property is not removed and/or Premises is not restored after 60-days of said termination, Grantor may at its discretion choose to remove and/or restore the Premises at the cost of the Grantee.

10. SEASONAL ACCESS NOTIFICATION: For each season Grantee seeks seasonal access pursuant to the terms of this permit, Grantee shall notify the Grantor in writing thirty (30) days in advance of date Grantee seeks to gain access. Access will be deemed granted by the Grantor unless it has notified the Grantee within thirty (30) days that access is denied.

11. INTERFERENCE WITH OTHER OPERATIONS: The Grantee’s operations and activities on the Premises shall be so conducted that interference is not caused to the operations of the Government and/or its operating contractors on Government-owned land in the vicinity of the Premises or elsewhere within the Hanford Site. If such interference results from the Grantee’s operations hereunder, DOE may, at its discretion, issue written notice to the Grantee, which will include details of its defaulting conduct. A reasonable opportunity to take corrective action at Grantee’s expense will be provided the Grantee unless DOE determines that said interference creates an emergency situation or unless Grantor elects to terminate the Permit. The Grantee shall hold the Government, DOE and its authorized representatives harmless from any and all claims, costs or liabilities of any nature arising out of any action taken under the authority reserved by them.

12. INDEMNITY: The Grantee, by acceptance of this permit, agrees that it shall indemnify and save harmless the Government, DOE, the contractors of DOE and the officers, employees and representatives of the Government, from any claims, costs (including, but not limited to attorney fees, consultant fees and/or expert witness fees) or liabilities (including, but not limited to, sums paid in settlement of claims), arising during the term of the permit, and the term of all predecessor permits and extensions for the same purpose, or thereafter from the injury or death of any person or persons or the damage of any property attributable to Grantee’s occupancy or use of the permit or as a result of Grantee’s exercise of any other rights allowed under the terms of this permit.

13. ENVIRONMENTAL INDEMNITY: The Grantee, by acceptance of this permit agrees that it shall indemnify and save harmless the Government, DOE, contractors of DOE and authorized representatives of DOE, from any claims, costs (including, but not limited to,
attorney fees, consultant fees and/or expert witness fees) or liabilities (including, but not limited to, sums paid in settlement of claims), which arise during or after the term of the permit from or in connection with the presence or suspected presence of sanitary wastes or hazardous substances in the air, soil, water, groundwater, or soil vapor on or under the facilities or premises which the Grantee is allowed to use under this permit, or arising from or in connection with the presence or suspected presence of hazardous substances which have been released from the facilities or premises, unless the hazardous substances are present solely as a result of the actions of the Government, DOE, or its authorized representatives.

Hazardous substances, for the purposes of this permit shall include, but not be limited to, any hazardous or toxic substance, material or waste which is (1) petroleum or petroleum derivative; (2) asbestos; (3) polychlorinated biphenyls (PCB); (4) designated as "Dangerous Waste" or "Extremely Hazardous Waste" by the State of Washington under authority of the Hazardous Waste Disposal Act, RCW Chap. 70-105, and associated regulations, WAC Chap. 173-303; (5) designated as "Hazardous Substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Sections 9601, et seq.; (6) designated as "Hazardous Waste" pursuant to the Resource Conservation and Recovery Act (RCRA), 42 USC Sections 6901, et seq.; (7) designated as a "Hazardous Substance" under the Clean Water Act, 33 USC § 1321, or listed pursuant to 33 USC § 1317; (8) listed by the U.S. Department of Transportation at 49 CFR 172.101 or the U.S. Environmental Protection Agency at 40 CFR Part 302; (9) is subject to corrective action requirements pursuant to Section 3003 of RCRA; and (10) any other substance, waste or material which is regulated as hazardous, dangerous or solid waste by any federal, state or local agency.

On the date of execution of this permit the Grantee’s responsibilities under the indemnification clause become effective. The Grantee’s responsibilities of indemnifications are prospective from the date of execution. It is further agreed that Grantee’s responsibilities of indemnification include all periods of time covered by other permits granted by Grantor for the designated purpose.

The indemnification shall specifically cover costs incurred in connection with any investigation of site conditions or any cleanup, removal, restoration or remedial action required by any federal, state or local regulatory authority, or undertaken by the Government, DOE or its authorized representatives to comply with any federal, state or local environmental protection or restoration laws, regulations or ordinances deemed applicable to the site by the Government or DOE. The obligation undertaken by Grantee to provide indemnification to the Government, DOE or its authorized representatives shall survive the expiration or early termination of this permit.
Te insure that DOE is in compliance with requirements of the Resource Conservation and Recovery Act and Hanford associated permits, the Grantee shall immediately report to DOE the release of any dangerous waste or hazardous substances occurring on the Hanford Site. This immediate verbal report shall contain the following information:

a. Name, address, and telephone number of the point of contact for the Grantee;
b. Location at which the release occurs;
c. Name and quantity of material(s) involved;
d. The extent of injuries, if any;
e. An assessment of actual or potential hazard to the environment and human health, where this is applicable;
f. Estimated quantity of released material that resulted from the incident; and,
g. Actions which have been undertaken to mitigate the occurrence.

14. DAMAGE TO GOVERNMENT PROPERTY: Any property of the Government that is damaged or destroyed as a result of the actions of Grantee, its employees or agents, incident to the use of the Premises or the exercise of any other rights authorized by this permit shall be promptly repaired or replaced by Grantee to the satisfaction of DOE, or in lieu of such repair or replacement Grantee shall, if required by DOE, pay DOE a sufficient sum of money to compensate for the loss sustained by the Government as a result of the damage to or destruction of such Government property.

15. PERMITS AND LICENSES: Grantee shall obtain all necessary permits, licenses, certifications and/or authorizations required for installation, construction, occupancy and operations on the permit. Grantee shall abide by all federal, state and local laws and regulations applicable to the operations on the permit. Grantee shall ensure that its operations are fully protective of the environment and of human health and safety. The Grantee and its representatives performing work on the Hanford Site shall complete Hanford Site Orientation training prior to being issued a badge for access to the Hanford Site. Grantee shall provide to DOE any required licenses, permits, certifications or authorizations as evidence of compliance with this provision. Failure to comply with any part of this provision may result in termination of the Permit.
16. FEDERAL, STATE AND LOCAL TAXES: Grantee shall pay any and all applicable Federal, state and local taxes levied against it for its use of the Premises.

17. REASSIGNMENT: Neither this permit nor any interest therein of claim thereunder may be assigned or transferred by Grantee except as expressly authorized in writing by DOE.

18. CONSIDERATION: Grantee promises to pay the sum of $1.00 to Grantor as good and valuable consideration on or before the execution date of this permit.

19. LIMITATION OF GRANTOR’S OBLIGATIONS: The responsibilities of Grantor are subject to: (i) the availability of appropriated program funds for remediation and operation of the Hanford Site; and (ii) the federal Anti-Deficiency Act.

20. LIMITATION FOR RESTORATION OR OTHER DAMAGES: Grantee hereby releases the UNITED STATES OF AMERICA, and shall take whatever action may be required by Grantor to assure the complete release of the UNITED STATES OF AMERICA from any and all liability for restoration or other damages under this instrument or other agreement covering the use by Grantee.

21. COVENANT AGAINST CONTINGENT FEES: Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this permit upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Grantee for the purpose of securing business.

22. OFFICIALS NOT TO BENEFIT: No elected or appointed public official shall be admitted to any share or part of this permit, or to any personal benefit that may arise therefrom; but this provision shall not be construed to extend to this permit if made with a corporation for its general benefit.

23. AGREEMENT BY GRANTEE: By affixing the signature of its authorized representative at the location indicated below, Grantee hereby agrees to the terms and conditions of the permit.

24. HEADINGS: The headings in this permit are for the purposes of reference and convenience only and shall not limit or otherwise define the meaning thereof.
25. MERGER: This document represents the full and complete agreement of the parties and no changes or modifications of this agreement are valid unless in writing and executed by the parties.

26. SAFETY REQUIREMENTS: Licensee shall ensure that its operations of the CCCF on the Premises are fully protective of the environment and of human health and safety. In addition, at the request of DOE, Licensee shall produce any required licenses, permits, certifications or authorizations as evidence of compliance with this provision. To ensure this result, Licensee warrants that it will comply with the requirements set forth in this Clause.

Licensee shall comply with applicable Occupational Safety and Health Act (OSHA) and Washington Industrial Safety and Health Act (WISHA) regulations and other applicable occupational and safety regulations as required by local, state, and federal government.

Licensee shall abide by the Hanford Site’s Stop Work Policy, as provided herein:

(a) Stop Work Responsibility: Every Hanford Site employee, regardless of employer, has the responsibility and authority to stop work IMMEDIATELY, without fear of reprisal, when the employee is convinced a situation exists which places himself/herself, a coworker(s), or the environment in danger. Stop work is defined as stopping the specific task(s) or activity that poses danger to human health and/or the environment.

(b) Reporting Unsafe Conditions: Employees are expected to report any activity or condition which he/she believes is unsafe. Notification should be made to the affected worker(s) and then to the supervisor or his/her designee at the location where the activity or condition exists. Following notification, resolution of the issue resides with the responsible supervisor.

(c) Right to a Safe Workplace: Any employee who reasonably believes that an activity or condition is unsafe is expected to stop or refuse work without fear of reprisal by management or coworkers and is entitled to have the safety concern addressed prior to participating in the work.

(d) Stop Work Resolution: If you have a “stop work” issue that has not been resolved through established channels, immediately contact your employer’s Safety Representative or your Union Safety Representative. Alternatively, you may contact your Employee Concerns Program or the DOE Employee Concerns Program.
27. SPECIAL TERMS AND CONDITIONS: The following provision has been included to minimize impacts to cultural resources and DOE infrastructure systems at the Hanford Site.

a. No excavation or ground disturbance is allowed unless an archeologist from the Pacific Northwest National Laboratory is present during disturbance. Grantee is responsible to notify DOE prior to any excavation work being performed.

b. No disturbance or removal of cultural material is allowed. All project personnel shall watch for cultural materials, such as, but not limited to, bones and artifacts, for all activities within the project area. If any cultural materials are encountered, work in the vicinity of the discovery must stop until DOE has been notified, assessed the significance of the find, and if necessary, arranged for mitigation of the impacts of the find.

c. To minimize disturbance of vegetation, vehicular traffic and placement of facilities and equipment should be restricted to existing roads and within currently disturbed areas.

28. NOTICES: For the purposes of this Permit, notices as required hereunder or otherwise desired by the Grantee shall be forwarded to Grantor’s representative:

DOE-RL Realty Officer
P.O. Box 550 MSIN A2-45
Richland, WA 99352
509.376.7340

Notices are required hereunder or otherwise desired by the Grantor shall be forwarded to Grantee’s representative:

Jeffery K. Fryer
Fishery Scientist
Columbia River Inter-Tribal Fish Commission
729 N.E. Oregon Street, Suite 200
Portland, OR 97232
503.731.1266
IN WITNESS WHEREOF, the United States of America, acting by and through the United States Department of Energy, has caused this permit to be executed by its duly authorized representative on the 29th day of June, 2010.

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

H. Boyd Hathaway
Realty Officer

APPROVED AND AGREED:
Columbia River Inter-Tribal Fish Commission

Signature

Date

For Aja DeCoteau, Watershed Dept. manager
(Print) Name and Title
Mr. J. K. Fryer, Fishery Scientist  
Columbia River Inter-Tribal Fish Commission  
729 NE Oregon Street, Suite 200  
Portland, Oregon 97232

Dear Mr. Fryer:

PERMIT NO. R006-10PR-14952 FOR SEASONAL USE OF HANFORD TOWN SITE BOAT RAMP AND WHITE BLUFFS BOAT LAUNCH

Attached please find an executed copy of Permit No. R006-10PR-14952 between the U.S. Department of Energy and the Columbia River Inter-Tribal Fish Commission, which allows for seasonal access to the Hanford Town Site Boat Ramp and the White Bluffs Boat Launch for activities related to the capture, adipose-clip, and coded-wire tag of juvenile fall Chinook salmon from the Columbia River. If you have any questions, please contact me at (509) 376-7340.

Sincerely,

H. Boyd Hathaway  
Realty Officer

ISI:MJE

Attachment
PERMIT

The U.S. Department of Energy, Richland Operations Office (hereinafter "DOE-RL"), acting as the federal agency with jurisdiction over the Hanford Site, hereby grants to the United States Army, 2nd Battalion, 75th Ranger Regiment (hereinafter "Army"), Fort Lewis, Washington, a use Permit to establish an off-post training exercise program at the former Fuels and Materials Examination Facility (hereinafter "FMEF"), FMEF fenced grounds, and a 300-foot wide observation area that is generally located to the west of FMEF, all hereinafter referred to as "Premises," located in the 400 Area of the Hanford Site, as shown on Exhibit A. The term "Army," as used herein, includes the Army’s agents, employees, contractors and sub-contractors.

The Army shall have the right of ingress and egress over existing DOE-RL owned roads and by helicopters over the Hanford site for access to and from FMEF, subject to the limitation that each training exercise must be specifically approved in advance by DOE-RL.

Nothing in the language of this Permit, or any other documents pertaining to the off-post training program at Hanford site set forth herein, shall be construed to provide the Army with access to any portion of the Hanford site other than Premises, other than the right of ingress and egress over existing DOE-RL owned roads and Hanford site airspace.

DOE-RL reserves the right to deny access to the Hanford site at any time.

This PERMIT is granted for said use subject to the following provisions and conditions:

1. **TERM:** The term of this Permit shall commence at the time of signing of this Permit.

2. **TERMINATION:** Either Party may terminate this Permit without providing any advance notice upon giving a written notice to the other Party.

3. **RULES AND REGULATIONS:** The use of said Premises shall be subject to such rules and regulations as the DOE-RL may from time to time prescribe, and shall not interfere with DOE-RL’s operations.

4. **PERMIT REQUIREMENTS:** The Army’s training exercises at FMEF, as set forth herein, must comply with the requirements set forth in this Permit, including the following:

   a. **Controlling Legal Document:** This Permit is the controlling legal document providing the Army with approval, authorization and access to use the subject Premises for off-post training exercises.

   b. **Compliance With Permit:** The Army, as a condition of this Permit, agrees to comply with all of the terms, conditions and covenants set forth in this Permit.

5. **ACCESS:** The Army and its authorized representatives shall have access to the Premises as provided for herein. Access is subject to certain limitations and restrictions, including the following:
a. **Non-Exclusive**: This Permit is non-exclusive. By the nature of the non-exclusive nature of this Permit, the Army agrees and otherwise acknowledges that it is not provided with exclusive and/or sole access to the Premises during the term of this Permit. Further, by the nature of the non-exclusive nature of this Permit, the Army is advised that other uses of the Premises have been authorized and may be authorized during the term of this Permit.

b. **Priority**: DOE-RL covenants that it will endeavor to accommodate the Army’s use of the Premises, in order to facilitate the Army’s use of the Premises on its preferred dates, by according priority to the off-post training exercises set forth herein in preference to the other uses of the Premises described herein.

c. **Limitations On Priority**: The Army agrees and acknowledges that DOE-RL can only accord priority to the use set forth herein to the extent that such use does not interfere with DOE-RL’s operations on the Hanford site and is otherwise in the best interest of the DOE-RL.

6. **MEMORANDUM OF UNDERSTANDING**: The Parties are required to enter into a memorandum of understanding ("MOU") before the Army may gain access to the Premises. The MOU is designed to facilitate the cooperation of the Parties under this Permit. The MOU is subject to the following limitations and restrictions:

a. **Superiority**: This Permit is superior to the MOU pertaining to the Army’s off post training program at the Premises authorized herein. In the event of a conflict, discrepancy and/or ambiguity between this Permit and the MOU, this Permit shall in all respects be controlling and otherwise take precedence over the MOU.

b. **Modification**: The MOU may be modified in writing by the parties hereto, but it is explicitly agreed between the parties that the MOU may not be modified to expand either: (1) the scope of geographical permission set forth in this Permit; or (2) the authorized use set forth in this Permit. In other words, the MOU may not be modified to provide the Army with authorization to engage in any training or any other activity or use at a location other than the Premises and it may not be modified to provide the Army with authorization to engage in any training or any other activity or use not set forth herein.

7. **ADVANCE NOTICE BY ARMY**: The Army shall provide DOE-RL with an advance notice of 10-working days of its preferred date(s) for commencing the off-post training authorized herein. The aforesaid notice shall be provided to: (a) DOE-RL Director of Security and Emergency Services Division (SES); (b) DOE-RL Fast Flux Test Facility Project Director; (c) DOE-RL Aviation Manager/Aviation Safety Officer (AM/ASO); and (d) DOE-RL Realty Officer. Such 10-working day notice shall not, under any circumstances, be construed by the Army as authorization by DOE-RL for access to the Premises or for the Army to otherwise commence training at the Hanford site.
8. CLEARANCE BY DOE-RL: Within 5-working days of receipt of the above-described 10-working day notice by the Army, DOE-RL agrees to provide the Army with: (a) clearance to proceed; or (b) denial of access. DOE-RL’s clearance to proceed shall provide the Army with full authorization to commence the off-post training exercises set forth herein.

9. AVIATION: Access to the Hanford Site set forth herein is allowable by road and also by helicopter. Accordingly, the Army and DOE-RL agree to certain terms and conditions pertaining to aviation matters. Therefore, this Permit is subject to certain terms and conditions pertaining to aviation, as follows:

a. AM/ASO: The AM/ASO has the DOE-RL responsibility for determining aviation requirements under the terms and conditions of this Permit. The Army agrees to coordinate with the AM/ASO as necessary, and as determined by the AM/ASO, in order to comply with aviation-related requirements pertaining to the Hanford site.

b. Department of Energy Hanford Site Aviation Implementation Plan: The Army and DOE-RL agree to comply with: (i) provisions of the Department of Energy Hanford Site Aviation Implementation Plan (hereinafter “AIP”), dated July of 2007, set forth herein; and (ii) provisions of the AIP that are applicable to military flight operations over the Hanford site.

c. Over Flights: The Army is granted permission to conduct over flights over the Hanford site at any time, day or night, so long as clearance has been provided by AM/ASO in advance.

d. Landing Of Helicopters: The Army is granted permission to land helicopters on the Premises at any time, day or night, so long as clearance has been provided by AM/ASO in advance.

e. Initial AM/ASO Briefing: Before the first off-post training exercise authorized herein that involves an over flight of the Hanford site, the Army shall participate in a briefing conducted by the AM/ASO. This will set forth certain aviation protocols, describe ground hazards, describe certain obstacles and otherwise provide other aviation-related information.

f. Subsequent Briefings: After the initial AM/ASO briefing, the Army is authorized to conduct briefings, if any, internally without the involvement of the AM/ASO.

g. Aviation Maps: The Army agrees and acknowledges that it has obtained, or will obtain before the first over flight pursuant to this Permit, a map of the Hanford site, a map of flight hazards and features and a map of the Premises.

h. Fast Flux Test Facility: The Fast Flux Test Facility (hereinafter “FFTF”) is located to the east of FMEF. The Army is informed that FFTF is a nuclear facility. The Army
agrees that it will not enter FFTF airspace below 152 meters (500 feet) above ground level.

i. **Military Aviation Organization:** The Army agrees and acknowledges that it is a military aviation organization within the meaning of Paragraph 9.0 of the AIP.

j. **Coordination of Aviation Activities With AM/ASO:** The Army agrees and acknowledges that it will coordinate aviation activities with the AM/ASO pursuant to Paragraph 9.0 of the AIP.

k. **Aviation Safety:** The Army agrees and acknowledges that it is solely responsible for the safety of aviation missions over the Hanford site, conducted under the authorization of this Permit, pursuant to Paragraph 9.0 of the AIP.

l. **Power Line Patrols:** The Army is advised, pursuant to Paragraph 16.0 of the AIP, that the Bonneville Power Administration (hereinafter "BPA") flies helicopter power line patrols over the Hanford site on a regular basis. The Army agrees and acknowledges that it is responsible, coordinating with the AM/ASO and/or BPA as necessary, for avoiding interference with BPA helicopter power line patrols.

m. **Ground Hazards and Obstacles:** The Army agrees and acknowledges that it is responsible for learning the whereabouts of ground hazards and ground obstacles, including BPA power lines, and avoiding such hazards.

n. **Confirmation of Over Flights:** The Army is required to provide the AM/ASO with confirmation of over flights authorized herein no less than 48 hours prior to commencing such over flights.

o. **Aviation Information:** The Army shall provide the following information, pursuant to Paragraph 17 of the AIP, to the AM/ASO no later than 48 hours before each over flight authorized herein:

1. date of flight activity;
2. estimated time of arrival and departure;
3. route of flight over site;
4. altitude of flight;
5. aircraft type and color/markings;
6. aircraft tail or "N" number;
7. confirm there will be radio contact with Hanford Patrol Operations Center (hereinafter "HPOC") on VHF frequency 123.05 MHz.;
8. aircraft’s agency; and
9. pilot’s name.

10. **MAINTENANCE OF FMEF:** The Army agrees to maintain the FMEF in a safe manner without causing damage. The Army agrees to leave the Premises, after each off-post training exercise conducted on the Premises, in a condition that is as good or better than
found by the Army. Similarly, the Army agrees to leave the Premises, after each off-post training exercise conducted on the Premises, in a condition that is as safe as found by the Army. The duties set forth in this paragraph include, but are not limited to, the obligation to properly use air exchangers and/or other equipment such that the quality of air after an exercise is of the same or better air quality than before the exercise.

11. **DAMAGE TO GOVERNMENT PROPERTY:** The Army agrees that the repair of any damage to the Hanford Site, including the Premises and the environment, caused by the Army shall be funded by the Army to the satisfaction of the DOE-RL as soon as reasonably possible without cost or expense to DOE-RL.

12. **CONCLUSION OF TRAINING EXERCISE AND AFTER TERMINATION:** Upon conclusion of any training exercise and in the event of termination of this Permit, the Army shall vacate said Premises, remove its property therefrom and restore the Premises to the condition it was in prior to execution of this Permit. Such removal and restoration shall be within a reasonable period, mutually agreed upon by both parties, subject to necessary permits and availability of funds.

13. **INDEMNIFICATION:** The Army agrees that it shall indemnify and hold harmless the DOE-RL, the contractors of DOE-RL and the officers, employees and representatives of DOE-RL, from any claims, judgments, costs (including, but not limited to reasonable attorney fees, consultant fees and/or expert witness fees) or other liabilities (including, but not limited to sums paid in settlement of claims), of whatsoever nature and whatsoever kind, arising during the term of the Permit or thereafter from the injury or death of any person or persons or the damage of any property attributable to Army’s occupancy or use of the Premises or as a result of the Army’s exercise of any other rights allowed under the terms of this Permit, except to the extent attributable to the negligent or intentional acts or omissions of the DOE-RL, the contractors of DOE-RL and the officers, employees and representatives of the DOE-RL.

14. **CLAIMS:** In the event of damage to property or injury to persons which may occur during the use of the Premises and/or construction, operation or maintenance activities of the Army or its contractors covered under this Permit, and one or more proper claimants under Army Regulation 27-20 and/or Department of the Army Pamphlet 27-162 files a claim with the Army for such damage to property or injury to persons, the Army agrees that it shall retain primary oversight over this process through final resolution of any such claims in accordance with Army Regulation 27-20 and Department of the Army Pamphlet 27-162.

15. **AVAILABILITY OF FUNDS:** The duties and obligations set forth herein are subject to the availability of appropriated funds.

16. **ANTI-DEFICIENCY ACT:** Nothing in this Permit shall be construed as obligating either the DOE-RL or the Army, their officers, employees, or agents to expend any funds in excess of appropriations authorized for such purposes in violation of the Anti-Deficiency Act (31 U.S.C. Section 1341).
17. **SIMULATED AMMO AND ORDNANCE USE:** The Army shall remove and appropriately dispose of all expended and unexpended simulated ammo and ordnance.

18. **PROHIBITED USE OF LIVE AMMO:** The Army is not authorized to use live ammo or ordnance under the terms of this Permit unless specifically approved in writing by DOE-RL.

19. **HANFORD SITE HUMAN HEALTH AND SAFETY:** The Army shall ensure that its operations as permitted herein are fully protective of the environment and of human health and safety. The Army warrants that it will comply with its applicable occupational and safety regulations, and require that all training exercises performed within the area subject to this Permit is performed in accordance with all applicable worker safety laws, rules and regulations. Army shall abide by the Hanford Site’s Stop Work Policy, as provided herein:

   a. **Stop Work Responsibility:** Every Hanford Site employee, regardless of employer, has the responsibility and authority to stop work IMMEDIATELY, without fear of reprisal, when the employee is convinced a situation exists which places himself/herself, a coworker(s), or the environment in danger. Stop work is defined as stopping the specific task(s) or activity that poses danger to human health and/or the environment.

   b. **Reporting Unsafe Conditions:** Employees are expected to report any activity or condition which he/she believes is unsafe. Notification should be made to the affected worker(s) and then to the supervisor or his/her designee at the location where the activity or condition exists. Following notification, resolution of the issue resides with the responsible supervisor.

   c. **Right to a Safe Workplace:** Any employee who reasonably believes that an activity or condition is unsafe is expected to stop or refuse work without fear of reprisal by management or coworkers and is entitled to have the safety concern addressed prior to participating in the work.

   d. **Stop Work Resolution:** If you have a “stop work” issue that has not been resolved through established channels, immediately contact your employer’s Safety Representative or your Union Safety Representative. Alternatively, you may contact your Employee Concerns Program or the DOE-RL Employee Concerns Program.

20. **FIRES:** The Army agrees to take necessary precaution, responsibility, and liability for any fires caused by the Army’s use of the Premises and/or construction, installation, repair, maintenance, and operation of its facilities under this Permit.

21. **HANFORD ONSITE PROCEDURES:** The Army agrees to comply with Hanford onsite procedures as deemed necessary by DOE-RL.

22. **CULTURAL MATERIALS:** All Army personnel shall watch for cultural materials, such as, but not limited to bones and artifacts, for all activities within the Premises. If any cultural materials are encountered, the training exercise in the vicinity of the discovery must stop.
until DOE-RL has been notified, assessed the significance of the find, and, if necessary, arranged for mitigation of the impacts to the find.

23. **REASSIGNMENT:** Neither this Permit nor any interest therein or claim hereunder may be assigned or transferred by Army except as expressly authorized in writing by DOE-RL.

24. **OFFICIALS NOT TO BENEFIT:** No elected or appointed official shall be admitted to any share or part of this Permit, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Permit if made with a corporation for its general benefit.

25. **HEADINGS:** The headings in this Permit are for the purposes of reference and convenience only and shall not limit or otherwise define the meaning thereof.

26. **MERGER:** This Permit is the controlling legal document representing the full and complete agreement of the parties, including the pertinent terms of the AIP and Hanford Site’s Stop Work Policy set forth herein, to the legally binding terms and conditions pertaining to the off-post training exercises authorized herein. Changes or modifications of this Permit are not valid unless in writing and executed by the parties.

27. **AGREEMENT BY ARMY:** By affixing the signature of its authorized representative at the location indicated below, the Army hereby agrees to the terms and conditions of the Permit.

28. **NOTICE:** No notice, order, direction, determination, requirement, consent, or approval under this Permit shall be of any effect unless in writing. All notices required under this Permit shall be addressed to the Army, or to the Local Army Representative, as may be appropriate, at the addresses thereof specified in this Permit or at such other addresses as may from time to time be agreed upon by the parties hereto.

Notices to the Army shall be addressed to:

LTC Mark W. Odom  
2<sup>nd</sup> Battalion, 75<sup>th</sup> Ranger Regiment  
Fort Lewis, Washington  98433

Notices to the Department of Energy shall be addressed to:

U. S. Department of Energy  
H. Boyd Hathaway, Realty Officer  
P.O. Box 550, MS A2-15  
Richland, WA 99352  
509-376-7340
IN WITNESS WHEREOF, the United States of America, acting by and through the United States Department of Energy, has caused this Permit to be executed by its duly authorized representative on the 24th day of October 2008.

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

H. BOYD HATHAWAY
REALTY OFFICER

APPROVED AND AGREED BY:
UNITED STATES OF AMERICA
2ND BATTALION, 75TH RANGER REGIMENT

____________________________
MARK W. ODOM, LTC, IN

DATE
EXHIBIT A

Hanford Site 400 Area Map
FMEF Location

FMEF

FMEF Grounds

300-Foot Wide Observation Corridor
MEMORANDUM OF UNDERSTANDING
Concerning the Fuels and Materials Examination Facility

Between

U.S. Department of Energy
Richland Operations Office
Richland, Washington

And

U.S. Department of Defense, U.S. Army
2nd Battalion, 75th Ranger Regiment
Fort Lewis, Washington

1.0 PURPOSE:

The purpose of this Memorandum of Understanding (MOU) is to establish working procedures to facilitate training by the United States Army, 2nd Battalion, 75th Ranger Regiment ("Ranger personnel" or "Rangers"), Ft. Lewis, Washington, at the Fuels and Materials Examination Facility (FMEF) on the Hanford Site. This MOU provides additional detail regarding the responsibilities of U.S. Department of Energy (DOE), Richland Operations Office (RL) personnel and Ranger personnel ("the parties") in implementing DOE-RL Permit Number R006-09PR-14942.

2.0 ASSUMPTIONS:

a. Training/performance testing sessions addressed by this MOU will all take place in or near the FMEF on the Hanford Site.

b. Any reference to DOE-RL personnel may also include associated DOE-RL contractor personnel.

c. Training/performance testing sessions will not normally exceed one week (40 hours) in duration.

d. Training/performance testing activities will be a U.S. Department of Defense (DOD) operation; this MOU does not cover joint DOD and DOE-RL training operations.

e. Neither DOE-RL nor its contractors will be responsible or liable for injuries to DOD personnel incurred during training or performance testing on the Hanford Site.

f. DOE-RL reserves the right to deny access to the Hanford Site at any time.
3.0 RESPONSIBILITIES FOR TRAINING OPERATIONS AT FMEF:

3.1 RL Responsibilities

c. Designate a DOE-RL representative in Security and Emergency Services (SES) to serve as the primary point of contact (POC) with the Ranger Liaison Officer (LNO) for each exercise.

d. Ensure coordination by POC of DOE-RL Fast Flux Test Facility Federal Project Director, DOE-RL Hanford Site Aviation Manager/Aviation Safety Officer, DOE-RL Realty Officer, Hanford Patrol, Hanford Fire Department, and all other appropriate DOE-RL entities.

e. Provide written approval to Rangers of each Ranger-proposed operation at FMEF.

f. Approve any controlled or prohibited article brought on to the Hanford Site, prior to that item coming onto site.

g. Determine clearance requirements, ensure such requirements are met, and provide badges to Rangers.

h. Ensure Hanford Site emergency medical response is available and authorized to respond if necessary.

3.2 Ranger Responsibilities

a. Designate an LNO to serve as the primary POC with DOE-RL for each exercise.

b. Use controller methodology based on DOD-specific safety criteria and Ranger mission parameters and training objectives.

c. Develop a safety plan for each training/performance testing activity and submit that plan to the RL POC.

d. Develop an exercise plan and ensure all notifications required by the exercise plan are made.

e. Provide appropriate DOD emergency medical response personnel.

f. Enforce exercise rules of engagement.

g. Prior to each training operation, provide RL information regarding air assets, live weapons, explosives and/or other DOE prohibited/controlled articles that will be coming onto the Hanford Site.

h. If accessing FMEF or the Hanford Site by air, ensure DOD pilot(s) receives a briefing and coordinates with DOE-RL aviation staff.
i. Ensure appropriate personnel have their DOE-issued prohibited/controlled article passes while on the Hanford Site.

j. Repair or replace, at DOD expense, any damage to equipment, infrastructure, facility or any other DOE property as soon as possible and prior to the next Ranger operation.

k. Ensure Ranger personnel who come on to the Hanford Site have DOE-issued Hanford Site badges on their persons at all times.

l. Restore and clean areas used for training to the same condition they were prior to the exercise, including removal of any shell casings or ammunition, immediately following each operation.

4.0 ADMINISTRATION


b. This Agreement is neither a fiscal nor a funds obligation document. Nothing in this Agreement authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.

c. This Agreement is strictly for internal management purposes for each of the parties. This Agreement shall not be construed to provide a private right or cause of action for or by any person or entity.

d. All agreements herein are subject to, and will be carried out in compliance with, all Federal applicable laws, regulations and other legal requirements.

e. This MOU may be modified in writing at any time by the mutual consent of the parties. This MOU may be terminated within 30 days by a written request for termination issued by either party.

5.0 APPROVALS

Gary S. Loiacono, Acting Director, RL Security & Emergency Services Division

Mark W. Odom, Lt. Col., U.S. Army, Commander 2nd Battalion, 75th Ranger Regiment
Permit Amendment No. 2

The United States of America, acting by and through the Department of Energy (DOE), and the City of Richland, entered into a Permit (Contract No. R006-97PR-13429.000), dated January 15, 1998, for the sole purpose of installation, operation, maintenance, and repair of fiber optic cable within DOE owned conduit. That Permit was amended on March 29, 2005, extending the term of the Permit to January 14, 2010. The parties continued to operate under the terms of the Permit past the January 14, 2010 term expiration.

Based on mutual agreement by both DOE and the City of Richland, this amendment will replace Provision 4, Termination and Expiration, to read as follows:

This Permit shall remain in effect for a period of ten (10) years unless terminated earlier as provided herein. Prior to the expiration of this period DOE-RL shall reassess the availability of the conduit and the City of Richland shall reassess their need for the conduit. If DOE-RL determines that use of the conduit by the City does not interfere with the continuing needs of the Hanford Site this Permit may be extended by mutual agreement for an additional term not to exceed ten (10) years.

The City of Richland or DOE may terminate this license herein in whole or in part by giving thirty day written notice to the other party.

DOE may terminate in whole or in part this Permit if it determines that the City’s use thereof interferes with or endangers the DOE’s operations and programs. The notice to terminate will be given with as much advance notice as practicable under the circumstances.

In conjunction with the revision of Provision 4, this amendment extends the contract to January 14, 2020, with a ten (10) year renewal option.

In addition, Provision 8, Notifications, shall be amended to replace “Utilities and Physical Services Division” with “Energy Services Department.”

All other provisions will remain in effect as stated in the initial Permit, dated January 15, 1998, and Amendment, dated March 29, 2005.
IN WITNESS WHEREOF, the United States of America, acting by and through the United States Department of Energy has caused this Permit to be executed by its duly authorized representative on the 26th day of May, 2014.

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

Signature: Michael J. Elsen
Realty Specialist

APPROVED AND AGREED
City of Richland

Signature: Cynthia D. Johnson, ICMA-CM
City Manager
Cynthia D. Johnson, City Manager  
City of Richland  
P.O. Box 190  
Richland, WA 99352  

CONTRACT NO. R006-97PR-13429 – CITY OF RICHLAND PERMIT AMENDMENT FOR USE OF DOE OWNED CONDUIT  

Dear Ms. Johnson:  

Enclosed please find a fully executed copy of Permit Amendment R006-97PR-13429.002 between the Department of Energy (DOE) and the City of Richland, for the installation, operation, maintenance, and repair of fiber optic cable within DOE owned conduit.  

If you have any questions, please contact me on (509) 376-8021.  

Sincerely,  

Michael J. Elsen, Realty Specialist  
Site Stewardship Division  

Enclosure
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.


Transaction Designator: NDAA.HANFORD.DOE.TRIDEC.2015

DATED: September 30, 2015.

Boyd Hathaway
Realty Officer
U.S. Department of Energy

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
Notary Public in and for the State of Washington, residing at Richland, WA.
ACKNOWLEDGEMENT BY GRANTEE

I, [Name], 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.

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.


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

LEGAL DESCRIPTION AND MAPS

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

thence N. 87° 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° 5' 29" W., a distance of 2263.85 feet,

thence S. 0° 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° 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° 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° 30' 19" W., a distance of 3850.01 feet,

thence S. 1° 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.
Exhibit A - Map 4

WIDS Site Locations in the Southern 600 Area Focus Study Area

Prepared by:
US DEPARTMENT OF ENERGY
RICHLAND OPERATIONS OFFICE
CENTRAL MAPPING SERVICES
MSA, RICHLAND, WA (509) 373-8676

Intended Use: REFERENCE ONLY
IN LAMBERT CONFORMAL CONIC
WASHINGTON STATE PLANE,
SOUTH ZONE, METERS
Horizontal Datum: NAD83
Vertical Datum: NAVD88

Map As of 2:32:53 PM 7/11/2015

Base Map: 2006 LiDAR Orthophoto

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Exhibit A-Map 7

Grantor Horn Rapids Road Utility & Telecommunication Easement
Tract 37 - 1,641 Acres for Transfer to TRIDEC

Prepared for: US DEPARTMENT OF ENERGY
RICHLAND OPERATIONS OFFICE
CENTRAL MAPPING SERVICES
MSA, RICHLAND, WA (509) 373-8076

Intended Use: REFERENCE ONLY
IN LAMBERT CONFORMAL CONIC
WASHINGTON STATE PLANE,
SOUTH ZONE, METERS

Horizontal Datum: NAD83
Vertical Datum: NAVD88

Map As of 7:42:36 AM 8/24/2015

Basemap: 2013 NAIP Imagery

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Exhibit A – Map 11

Stormwater Discharge
Restriction Area

Tract 37 (1,641 ac)

Lot 1
Lot 2

Stormwater Facility Boundary

Hanford Boundary

Land Conveyance Assessment Area
Township, Range, Section Grid Lines

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

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 9/31/2015

Page 17 of 48
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.
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
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.

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.
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.

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 4 South 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.
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.
EXHIBITE  
TO QUITCLAIM DEED  
BETWEEN  
DEPARTMENT OF ENERGY  
AND  
TRI-CITY DEVELOPMENT COUNCIL (TRIDEC)  

RAILROAD  

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

CERCLA

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.


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.

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<th>40 CFR 261.30 Hazardous Waste Number</th>
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</table>

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

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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.

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

TERMS, CONDITIONS AND COVENANTS

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.

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.
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.).
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.
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.


   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.
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.**

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 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”.


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
balanced industrial machinery operating above 300 RPM (5 Hz) 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/√(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/√(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/√(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/√(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.

(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).
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 Grantee’s 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.
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.).
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.).

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.).
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
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.
REV 84 0001e (a) (10/31/07) THIS SPACE - TREASURER'S USE ONLY TAXPAY.

## REAL ESTATE EXCISE TAX AFFIDAVIT

**CHAPTER 82.45 RCW – CHAPTER 458-61A WAC**

**THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED**

(See back of last page for instructions)

### 1. Name

- **Department of Energy**
  - Name: Boyd Hathaway, DOE
  - Mailing Address: PO BOX 550,
    - City/State/Zip: Richland, WA 99352
  - Phone No. (including area code): (509) 376-8021

- **Tri-City Development Council**
  - Name: Gary Petersen, Vice President, TRIDEC
  - Mailing Address: 7130 W. Grandridge Blvd., Ste A
  - City/State/Zip: Kennewick, WA 99336-7725
  - Phone No. (including area code): (509) 735-1000

<table>
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<tr>
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<th>Mailing Address</th>
<th>Phone No.</th>
<th>City/State/Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boyd Hathaway</td>
<td>PO BOX 550</td>
<td>(509) 376-8021</td>
<td>Richland, WA 99352</td>
</tr>
<tr>
<td>Gary Petersen</td>
<td>7130 W. Grandridge Blvd., Ste A</td>
<td>(509) 735-1000</td>
<td>Kennewick, WA 99336-7725</td>
</tr>
</tbody>
</table>

### 2. Street Address of Property

- 2000 Horn Rapids Road, Benton County, Washington

**This property is located in Benton County**

**Legal description of property (if more space is needed, you may attach a separate sheet to each page of this affidavit)**

**Additional Parcel Identification Numbers: 1-1009-000-0000-000 / 1-1109-000-0000-000 / 1-1209-000-0000-000 / 1-1309-000-0000-000 / 1-1409-000-0000-000**

**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 2 of Exhibit A: A parcel of land situated in a portion of T. 10N., 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: (see attached separate sheet for additional full legal description.)**

### 3. Select Land Use Code(s):

- 01 - Developed Land
- 02 - Undeveloped Land (land only)

**enter any additional codes:**

<table>
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<tr>
<th>Code</th>
<th>YES</th>
<th>NO</th>
</tr>
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<tbody>
<tr>
<td>01</td>
<td></td>
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<tr>
<td>02</td>
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</table>

**Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)?**

- YES
- NO

**Is this property designated as forest land per chapter 84.33 RCW?**

- YES
- NO

**Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34?**

- YES
- NO

**Is this property receiving special valuation as historical property per chapter 84.26 RCW?**

- YES
- NO

**If any answers are yes, complete as instructed below.**

**(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)**

**NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferee at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.**

**This land □ does □ does not qualify for continuance.**

**DEPUTY ASSESSOR DATE**

<table>
<thead>
<tr>
<th>Signature of Grantor or Grantor's Agent</th>
<th>Date &amp; city of signing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boyd Hathaway, DEPARTMENT OF ENERGY</td>
<td>September 30, 2015 - Richland, WA</td>
</tr>
</tbody>
</table>

**Signature of Grantee or Grantee's Agent**

<table>
<thead>
<tr>
<th>Name</th>
<th>Date &amp; city of signing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gary Petersen, Vice President, TRIDEC</td>
<td>September 30, 2015 - Richland, WA</td>
</tr>
</tbody>
</table>

### 4. Send all property tax correspondence to

- **State of Buyer/Grantee**
  - State/Zip: Richland, WA 99352

**List all personal property (tangible and intangible) included in selling price.**

- Gross Selling Price $10.00

**If claiming an exemption, list WAC number and reason for exemption:**

- **WAC No. (Section/Subsection) 458-61A-205**
  - Reason for exemption: Government Transfer

**Type of Document**

- Quotclaim

**Date of Document**

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**A MINIMUM OF $10.00 IS DUE IN FEES AND OR TAX**

**SEE INSTRUCTIONS**

**Perjury:** Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars ($5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).
LEGAL DESCRIPTION

Land Conveyance (DOE – TRIDEC) 1,641 acres

HANFORD PARCEL TRACT 37

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-45), 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’ 49” 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, marking the easterly boundary of the Hanford Patrol Training Academy firing range,

thence N. 87° 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° 5' 29" W., a distance of 2263.85 feet,

thence S. 0° 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° 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° 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. 9° 30' 19" W., a distance of 3850.01 feet,

thence S. 1° 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 1641 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.
**BENTON COUNTY**

**RECEIPT NUMBER:** 2292280

**Page 1 of 1**

- **Entered:** 9/30/2015 4:24 PM
- **Interest Date:** 9/30/2015
- **Cashier:** alexisc
- **Drawer:** 21

**Receipt Applied To:**

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**Form of Payment**

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**TOTAL:** $10.00

Thank you for your payment.

*End of Receipt Number 2292280: 1 Page*