

17006728

17 PGS:AL-QUITCLAIM DEED	
DENISE BATCH: 134372	10/10/2017 - 12:20 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	85.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	87.00

STATE OF TENNESSEE, ROANE COUNTY
SHARON BRACKETT
 REGISTER OF DEEDS

This document prepared by
 Cindy Finn, Real Estate Contracting Officer
 Oak Ridge Office
 U.S. Department of Energy

STATE OF TENNESSEE)
)
 COUNTY OF ROANE) QUITCLAIM DEED

THIS QUITCLAIM DEED, made between the UNITED STATES OF AMERICA, its successors, transferees and assignees, hereinafter referred to collectively as the GRANTOR, acting by and through the Secretary of the Department of Energy, under and pursuant to the powers and authority contained in Section 161g of the Atomic Energy Act of 1954, as amended (42 U.S.C. § 2011 et seq.) and Heritage Center, LLC, a Tennessee non-profit corporation, organized under the laws of the State of Tennessee, its successors, transferees and assignees, hereinafter referred to collectively as the GRANTEE. The GRANTOR and GRANTEE have agreed that in order to assure enforceability of land use restrictions, this Quitclaim deed, including all of its exhibits, shall serve as a Notice of Land Use Restrictions pursuant to Tennessee Code Annotated § 68-212-225, having all the effectiveness and enforceability of such Notice. By acceptance of this Quitclaim Deed or any rights hereunder, the Grantee, for itself, its successors and assignees forever, agrees that the transfer of all the Property transferred by this Deed is accepted subject to all terms, obligations, restrictions, reservations, covenants and conditions set forth in this Quitclaim Deed and all exhibits hereto, and that these terms, obligations, restrictions, reservations, covenants and conditions shall run with the land.

- W I T N E S S E T H -

THAT THE GRANTOR, by these presents does hereby remise, release, and quitclaim to the GRANTEE, subject to the exceptions, reservations, restrictions, covenants, and conditions hereinafter expressed and set forth, all the right, title, interest, claim or demand which the GRANTOR has or may have had in or to the following described real property which is situated, lying and being in the State of Tennessee, County of Roane, to wit:

K-33 Area Parcel

Beginning at a point located on the east side of Perimeter Road, said point also located at Tennessee Grid coordinate N=586,404.75 and E=2,440,348.82;

Thence 193.69 feet along a curve to the left having a radius of 425.00 feet and a chord bearing and distance of North 53° 12' 51" West, 192.02 feet to a point;

Thence North 66° 16' 14" West, 194.00 feet to a point;

Thence 196.96 feet along a curve to the right having a radius of 325.00 feet and a chord bearing and distance of North 48° 54' 32" West, 193.96 feet to a point;

Thence North 31° 32' 50", West 23.76 feet to a point;

Thence 339.74 feet along a curve to the right having a radius of 775.00 feet and a chord bearing and distance of North 18° 59' 19" West, 337.03 feet to a point;
 Thence North 06° 25' 48" West, 627.74 feet to an iron pin;
 Said iron pin being a common point between Parcel K-33 and Lot 2 in the east ROW of Perimeter Road;
 Thence leaving said ROW and with the common property line between Parcel K-33 and Lot 2, North 72° 37' 14" East, 50.35 feet to an iron pin;
 Thence South 52° 39' 38" East, 253.75 feet to an iron pin;
 Thence North 83° 47' 34" East, 375.59 feet to an iron pin;
 Thence North 21° 05' 47" East, 58.24 feet to an iron pin;
 Thence North 18° 32' 44" East, 10.10 feet to an iron pin;
 Thence North 06° 09' 16" West, 27.40 feet to an iron pin;
 Thence North 22° 07' 03" West, 9.70 feet to an iron pin;
 Thence North 06° 12' 29" West, 204.80 feet to an iron pin;
 Thence South 83° 27' 19" West, 205.49 feet to an iron pin;
 Thence North 06° 18' 14" West, 743.52 feet to an iron pin being a common corner between Lot 2 and Parcel K-33;
 Thence continuing with a common line between Lot 1 and Parcel K-33 North 83° 25' 06" East, 44.85 feet to an iron pin;
 Thence North 06° 16' 17" West, 225.90 feet to an iron pin;
 Thence North 83° 53' 03" East, 159.14 feet to an iron pin;
 Thence North 06° 41' 13" West, 653.39 feet to an iron pin located in the southeast ROW of West Perimeter Road and being a common corner between Lot 1 and Parcel K-33;
 Thence continuing along the future said ROW North 53° 52' 11" East, 235.57 feet to a point;
 Thence 223.92 feet along a curve to the right having a radius of 291.00 feet and a chord bearing and distance of North 75° 54' 48" East, 218.43 feet to a point;
 Thence South 82° 02' 34" East, 165.43 feet to a point;
 Thence 192.84 feet along a curve to the left having a radius of 269.00 feet and a chord bearing and distance of North 77° 25' 13" East, 188.74 feet to a point;
 Thence North 56° 53' 00" East, 38.39 feet to a point;
 Thence 242.17 feet along a curve to the left having a radius of 212.00 feet and a chord bearing and distance of North 24° 09' 31" East, 229.22 feet to a point;
 Thence North 08° 33' 58" West, 106.96 feet to a point;
 Thence North 17° 34' 04" West, 106.48 feet to a point;
 Thence 109.98 feet along a curve to the right having a radius of 77.00 feet and a chord bearing and distance of North 23° 21' 05" East, 100.87 feet to a point;
 Thence North 64° 16' 15" East, 98.64 feet to a point;
 Thence 46.24 feet along a curve to the left having a radius of 190.00 feet and a chord bearing and distance of North 57° 17' 54" East, 46.13 feet to a point;
 Thence North 50° 19' 33" East, 269.97 feet to a point;
 Thence leaving said Perimeter Road South 69° 45' 22" East, 104.83 feet to a point;
 Thence South 48° 27' 40" East, 40.26 feet to a point in the West side of Poplar Creek at the normal winter pool level located at Tennessee Grid Coordinate N=590,422.12 and E=2,441,445.75;

Thence following along the West side of Poplar Creek at the Normal Winter Pool Level a distance of 4,212 feet to a point, said point also located at Tennessee Grid coordinate N=586,970.54 and E=2,442,718.58;

Thence South 83° 40' 12" West, 910.39 feet to a point;
Thence North 06° 25' 09" West, 728.88 feet to a point;
Thence South 84° 51' 37" West, 193.42 feet to a point;
Thence North 54° 07' 31" East, 49.61 feet to a point;
Thence South 83° 40' 12" West, 29.45' feet to a point;
Thence North 59° 50' 19" West, 13.25 feet to a point;
Thence North 06° 19' 48" West, 54.21 feet to a point;
Thence South 83° 40' 12" West, 1178.72 feet to a point;
Thence South 06° 17' 45" East, 101.58 feet to a point;
Thence South 83° 40' 08" West, 42.70 feet to a point;
Thence South 06° 19' 39" East, 114.60 feet to a point;
Thence South 83° 40' 12" West, 59.58 feet to a point;
Thence South 06° 19' 48" East, 56.11 feet to a point;
Thence South 79° 53' 00" West, 36.29' feet to a point;
Thence South 06° 19' 48" East, 454.76 feet to a point;
Thence South 83° 40' 12" West, 16.44 feet to a point;
Thence South 06° 05' 57" East, 124.15 feet to a point;
Thence North 83° 40' 12" East, 99.45 feet to a point;
Thence North 52° 58' 50" East, 11.76 feet to a point;
Thence North 83° 00' 23" East, 43.18 feet to a point;
Thence South 07° 36' 22" East, 45.27 feet to a point;
Thence South 10° 43' 15" West, 39.96 feet to a point;
Thence South 26° 43' 49" West, 226.66 feet to the Point of Beginning;

Containing 124.86 acres, more or less

Bearing and distances are based on Tennessee State Plane Grid Coordinate System NAD83 (88). 88 refers to the year which Martin Marietta Energy Systems established GPS monuments on the Oak Ridge Reservation using values published in 1986 by the Tennessee Department of Transportation which tied the GPS monuments to the Tennessee Geodetic Reference Network System.

Prepared by: Barge Waggoner Sumner and Cannon Inc.

Dated : September 28, 2017

BWSC File: 36469-07

No prior deed reference available.

This conveyance is made subject to the following covenants, restrictions, reservations, easements and conditions:

(1). It is the intent of the GRANTEE to utilize the property conveyed herein for purposes consistent with the mission of economic development for the community. All activities and development of the real property by the GRANTEE shall be consistent with the requirements contained within Exhibits "B" and "D" to this Quitclaim Deed.

(2). All reservations and easements, including but not limited to existing easements for public roads and highways, railroads, transmission lines, pipelines, other public utilities, and transmission line easement rights and rights of way retained by the United States of America and in the custody of the Tennessee Valley Authority pursuant to a Transfer of Transmission Line Easement Rights And Permanent Rights-of-Way dated September 29, 2017.

(3). Reserving to the GRANTOR the continuing rights to use GRANTOR's existing utility systems in such a manner as not to create any unreasonable interference with the use of the real property for the purposes for which herein granted. The GRANTEE's use of or connection to any GRANTOR-owned or operated utility system is specifically excepted from this conveyance. Any such use by the GRANTEE, to be mutually agreed on by both the GRANTOR and GRANTEE, shall be accomplished through a separate GRANTOR-issued realty document.

(4). Covenanting to the GRANTOR the promissory right and easement on the part of the GRANTEE, insofar as legally empowered, to permit the GRANTOR to construct, use, and maintain necessary communication, utility, or access facilities across, over, and/or under existing easements, cited in Condition No. (2) herein, lying within the parcels, in such manner as not to create any unreasonable interference with the use of the real property herein granted.

(5). Any and all construction which may occur within any floodplain or floodway or which might affect a floodplain must comply with applicable Federal and State laws with respect to such construction.

(6). If any portion of the real property herein conveyed is deemed to be jurisdictional wetlands as determined by the Nashville District Corps of Engineers, any development thereon must comply with the Department of Army Wetlands Construction Restrictions contained in 33 CFR, Sections 320 through 330, as amended, and any other applicable Federal, State, or local wetlands regulations.

(7). The real property herein conveyed shall be used in a manner consistent with the Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 et seq.).

(8). The GRANTEE shall protect any historical and/or archaeological cultural resources which may be discovered on the premises subsequent to the date of this conveyance and shall comply with the procedures set forth in attached Exhibit "C."

(9). The GRANTEE shall comply with all applicable Federal, State, and local laws and regulations with respect to any present or future development of the property herein conveyed, including, but not limited to, those laws and regulations which govern sewage disposal, facilities, water supply, and other public health requirements.

(10). 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. GRANTEE covenants not to extract, consume, expose, or use in any way the groundwater underlying the property or water from any streams or ponds located on the

property without the prior written approval of the GRANTOR, the United States Environmental Protection Agency and the Tennessee Department of Environment and Conservation.

(11). The GRANTEE covenants and agrees that any buildings intended to be occupied by workers eight hours or more per scheduled work day or by public visitors will be designed and constructed to minimize exposure to volatile organic contaminant vapors. The GRANTOR and the GRANTEE will determine the necessary building design features to minimize this potential exposure using EPA/625/R-92/016 (June 1994), *Radon Prevention in the Design and Construction of Schools and Other Large Buildings*, as guidance.

(12). The GRANTEE shall take all efforts necessary to assure that any permanent boundary monuments marking the property transferred by this Quitclaim Deed are not disturbed, obliterated, or destroyed through the activities of the GRANTEE.

(13). The GRANTOR agrees to grant a separate easement or other realty document to the GRANTEE over Federal land under the GRANTOR's jurisdictional control to accommodate necessary utility connections and building ingress and egress.

(14). The GRANTOR holds harmless and indemnifies GRANTEE, any successor, assignee, transferee, lender or lessee as set forth in, and subject to the limitations, terms and conditions of Exhibit "E" to this Quitclaim Deed.

(15). The GRANTOR acknowledges that the Oak Ridge Reservation has been identified as a National Priorities List Site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. The GRANTEE acknowledges that the GRANTOR has provided it with a copy of the Oak Ridge Reservation Federal Facility Agreement effective on January 1, 1992 and relevant amendments entered into by the GRANTOR, the United States Environmental Protection Agency, and the Tennessee Department of Environment and Conservation. The GRANTEE agrees that should any conflict arise between the terms of such agreement as it presently exists or may be amended and the terms of this Quitclaim Deed, the terms of the Federal Facility Agreement will take precedence.

An Addendum addressing requirements of CERCLA Section 120(h)(3), including response action assurances and use restrictions, is attached as Exhibit "D" and is made a part of this Quitclaim Deed and all provisions of that Addendum are fully incorporated herein.

Tax Map 29 Parcel 10 (part of)

TO HAVE AND TO HOLD the above described premises, subject to the exceptions, reservations, restrictions, covenants, and conditions herein set forth unto the GRANTEE forever.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed

this 29th day of September 2017.

UNITED STATES OF AMERICA

BY: Cindy B. Finn
Cindy B. Finn

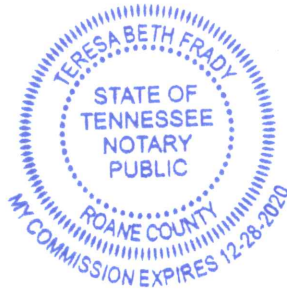
TITLE: Real Estate Contracting Officer

Signed and sealed in the presence of:

Teresa Beth Frady
Notary Public

My commission expires:

12/28/20

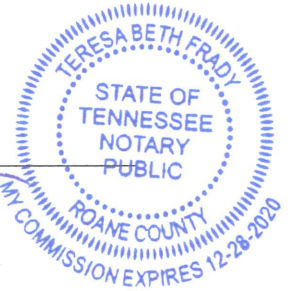


STATE OF TENNESSEE)
)
COUNTY OF ANDERSON)

Personally appeared before me, Teresa Beth Frady, a Notary Public of the State and County aforesaid, Cindy B. Finn, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is the Realty Officer of the U.S. Department of Energy and is authorized as a representative of the U.S. Department of Energy, to execute this instrument on behalf of the United States of America.

Witness my hand this 29th day of September, 2017.

Teresa Beth Frady
Notary Public



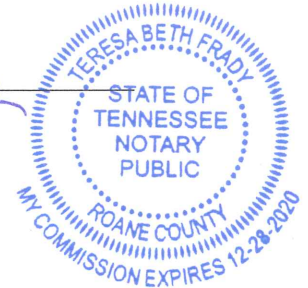
My Commission Expires: 12/28/20

I hereby swear or affirm that the actual consideration of this transfer is \$ 0.00.

[Signature]
Affiant

Subscribed and sworn to before me this 29th day of September, 2017.

Teresa Beth Frady
Notary Public



My Commission Expires: 12/28/20

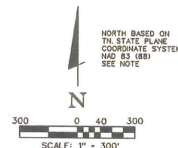
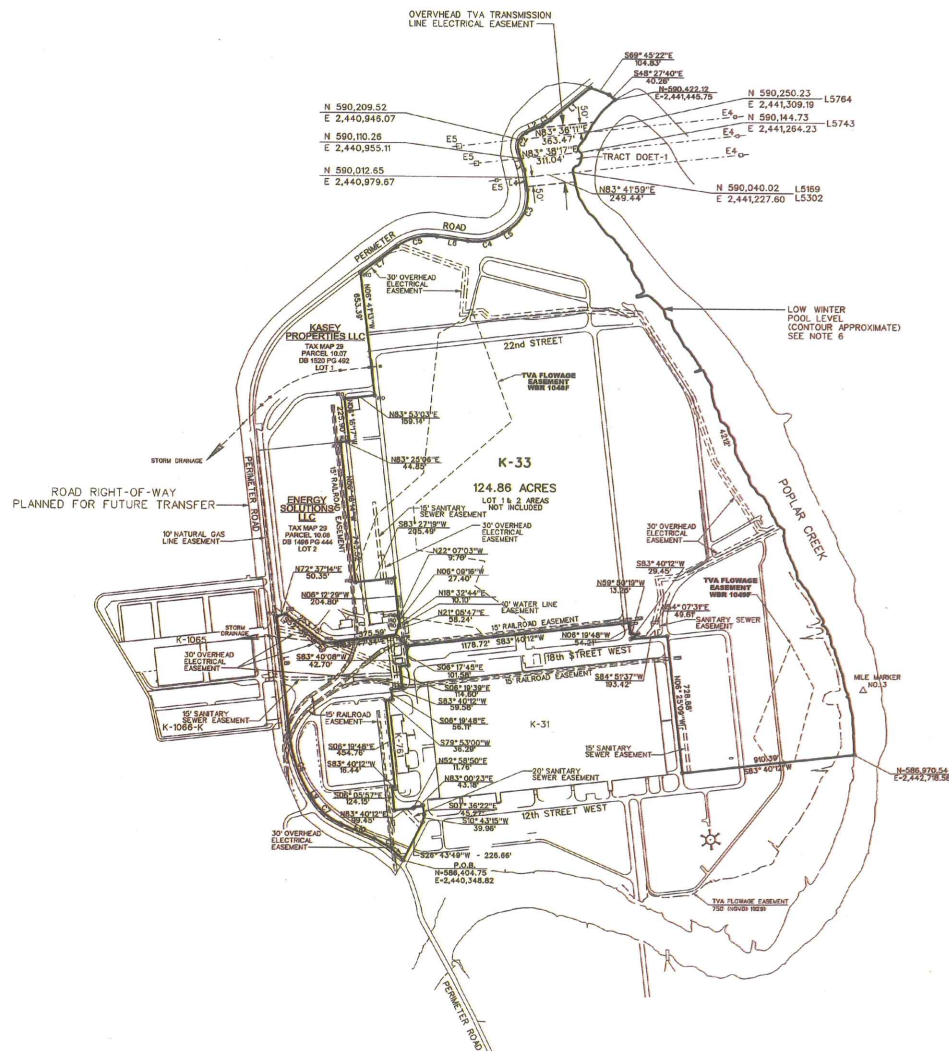
Owner and Responsible Taxpayer: Heritage Center, LLC
110 Novitas Place
Oak Ridge, TN 37830

EXHIBIT "A"
TO QUITCLAIM DEED
BETWEEN
DEPARTMENT OF ENERGY
AND
HERITAGE CENTER, LLC

CONVEYANCE OF THE K-33 AREA PARCEL

CURVE TABLE				
CURVE	LENGTH	RADIUS	CH. BEARING	CH. DIST.
C1	46.24'	190.00'	N57°17'54"E	46.13'
C2	106.98'	77.00'	N23°21'05"E	100.87'
C3	242.17'	212.00'	N24°09'31"E	229.22'
C4	192.84'	269.00'	N77°25'13"E	188.74'
C5	223.92'	291.00'	N75°54'48"E	218.43'
C6	338.74'	775.00'	N18°59'19"W	337.03'
C7	186.98'	325.00'	N48°54'32"W	193.98'
C8	193.69'	425.00'	N03°12'51"W	192.02'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N50°19'33"E	269.97'
L2	N64°16'15"E	86.64'
L3	N17°34'04"W	106.48'
L4	N04°33'55"W	106.95'
L5	N58°53'00"E	36.39'
L6	S87°02'34"E	185.43'
L7	N53°52'11"E	235.57'
L8	N06°25'48"W	627.74'
L9	N31°52'50"W	23.76'
L10	N66°18'14"W	194.00'



ALL COORDINATES, BEARINGS AND DISTANCES ARE BASED ON TN STATE PLANE COORDINATE SYSTEM MAG 83 1981. DBB REFERS TO THE YEAR IN WHICH MARTIN BARRETTA ENERGY SYSTEM (NAMES) ESTABLISHED OPS MONUMENTS ON THE USGS RESERVATION USING VALUES PUBLISHED IN 1986 BY THE TN DEPARTMENT OF TRANSPORTATION WHICH TIED THE WMS OPS MONUMENTS TO THE TN GEODETIC REFERENCE NETWORK SYSTEM.

NOTES:

- IRON RODS WITH CAPS SET AT ALL CORNERS NOT RECOVERED UNLESS OTHER MONUMENTATION IS NOTED ON DRAWING.
- THERE IS AN EASEMENT OF FIVE FEET (5') IN WIDTH INSIDE ALL LOT LINES RESERVED FOR UTILITY PURPOSES IN FAVOR OF THE CITY OF OAK RIDGE. ALL EASEMENTS SHOWN ON THIS PLAT ARE IN FAVOR OF THE CITY OF OAK RIDGE UNLESS OTHERWISE NOTED.
- DISTURBANCES DEEPER THAN 10 FEET BELOW GROUND SURFACE (BGS) LEVEL FOR ANY PORTION OF THE TRANSMISSION LINE EASEMENT IS PROHIBITED WITHOUT HAVING FIRST OBTAINED AUTHORIZATION FROM THE UNITED STATES (US) DEPARTMENT OF ENERGY (DOE) EXCAVATION/ PENETRATION PERMIT PROGRAM.
- TAMPERING WITH OR WILLFULLY DESTROYING ANY US DOE MONITORING WELLS OR OTHER MONITORING OR REMEDIATION SYSTEMS IS PROHIBITED.
- EXTRACTION, CONSUMPTION, EXPOSURE, OR USE IN ANY WAY OF THE GROUNDWATER OR WATER FROM ANY STREAMS OR PONDS IS PROHIBITED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE US DOE, THE US ENVIRONMENTAL PROTECTION AGENCY, AND THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION.
- THE TVA WATTS BAR OPERATING GUDE HAS ESTABLISHED THE "NORMAL OPERATING ZONE" (LOW WINTER POOL) ELEVATION AT 735.0 AND (HIGH SUMMER POOL) ELEVATION AT 740.9.
- TVA RETAINS THE RIGHT TO PERMANENTLY FLOOD ANY PORTION OF TVA FLOWAGE EASEMENT NO. WBR-1049F LYING BELOW THE 745.0 FOOT MSL CONTOUR ELEVATION AND THE RIGHT TO TEMPORARILY AND INTERMITTENTLY FLOOD ANY PORTION OF WBR-1049F LYING BELOW THE 754.1 FOOT MSL CONTOUR ELEVATION AND THE RIGHT TO PERMANENTLY FLOOD ANY PORTION OF TVA FLOWAGE EASEMENT WBR-1049F LYING BELOW THE 745.0 FOOT MSL CONTOUR ELEVATION AND THE RIGHT TO TEMPORARILY AND INTERMITTENTLY FLOOD ANY PORTION OF WBR-1049F LYING BELOW THE 751.9 FOOT CONTOUR ELEVATION.
- THIS PROPERTY IS DESIGNATED BY FEMA AS BEING WITHIN FLOOD ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. REFERENCE FIRM CUMMUNITY PANEL NUMBER 47145C010F AND 47145C0120F EFFECTIVE DATE SEPTEMBER 28, 2007. THE TVA 100 YEAR FLOOD ELEVATION AND THE 500 YEAR FLOOD ELEVATIONS ARE LISTED BELOW. CONTROLLING ELEVATIONS ARE FROM THE CLUNCH RIVER. THESE ELEVATIONS WERE ESTABLISHED BY TVA FLOOD ANALYSES STUDY REPORT DONE FOR DOE, DATED DECEMBER 1991, REVISED MAY 1995 AND AGAIN BY BWSC IN APRIL 2015. MINIMUM BUILDING FLOOR ELEVATION DETERMINED BY CITY OF OAK RIDGE ZONING ORDINANCE.

TVA FLOOD DATA TABLE		
POPULAR CREEK MILE	100 YEAR	500 YEAR
2.90	748.9	751.7
3.17	749.7	752.7
3.60	751.5	754.8
4.40	754.2	757.8

- OVERHEAD AND UNDERGROUND UTILITIES (ACTIVE OR ABANDONED) AND THEIR LOCATIONS ARE SHOWN APPROXIMATELY BY AVAILABLE DOE RECORD UTILITY MAPS FROM EAST TENNESSEE TECHNOLOGY PARK BLOCK PLAN AS-BUILTS AND VISIBLE APPURTENANCES OR AS MARKED BY OTHERS. UTILITIES SHOWN WITHOUT EASEMENTS MAY HAVE SETBACK REQUIREMENTS ESTABLISHED BY DOE. ADDITIONAL UTILITIES MAY BE PRESENT AND ALL LOCATIONS SHOULD BE VERIFIED BY THE APPROPRIATE UTILITY AUTHORITY BEFORE EXCAVATION OR CONSTRUCTION.
- NO PARTY OR FUTURE PROPERTY OWNER SHALL MAKE ANY CONNECTIONS TO THE EXISTING DOE-OWNED STORM WATER SYSTEM OR DIRECT ANY RUNOFF TO AFOREMENTIONED SYSTEM WITHOUT THE WRITTEN CONSENT OF DOE. IF DOE DENIES CONSENT FOR THE USE OF THE EXISTING DOE STORM DRAIN SYSTEM FOR FUTURE DEVELOPMENT DOE WILL WORK WITH THE DEVELOPER AND/OR PROPERTY OWNER TO ENSURE THAT A VIABLE OPTION EXISTS FOR ADDRESSING STORM WATER RUNOFF.
- REFERENCE RECORDED PLAT - SLIDE ----



Certificate of Survey
I hereby certify that this is a category 1 survey and the ratio of precision of the unadjusted survey is 1/50000 as shown herein.
This survey was done in accordance with the Standards of Professional Practice of the Surveying and Mapping Board of the State of Tennessee.
Mark F. Wilcox
Date: 9-28-17

PREPARED BY:
BARGE, WAGGONER, SUMNER & CANNON
520 WEST SUMMIT HILL DRIVE, SUITE 1202
KNOXVILLE, TENNESSEE 37902
PHONE: (865) 637-2810
BWSC FILE NO. 36469-07

DEPARTMENT OF ENERGY
OAK RIDGE RESERVATION, TN

K-33 AREA PARCEL

SEPTEMBER 2017

EXHIBIT "B"
TO QUITCLAIM DEED
BETWEEN
DEPARTMENT OF ENERGY
AND
HERITAGE CENTER, LLC

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

ALLOWABLE USES OF THE REAL PROPERTY

In accordance with the Environmental Assessment *Transfer of Land and Facilities within the East Tennessee Technology Park and Surrounding Area, Oak Ridge, Tennessee*, DOE/EA-1640, dated October 2011, industrial uses considered are the permitted principal uses and uses requiring a Board of Zoning Appeals permit in the City of Oak Ridge Zoning Ordinance for IND-1, IND-2, and IND-3, Industrial Districts. Additional commercial and recreational uses are those included in the Zoning Ordinance for UB-2, Unified General Business Districts.

These uses could include, but are not limited to, the following:

- Light to heavy processing, manufacturing, assembly, and fabrication plants, excluding slaughtering plants and paper or pulp mills.
- Public utility facilities with or without storage yards.
- Storage; wholesaling; distribution; warehousing, including shipping and freight terminals; and related facilities.
- Research and testing facilities, including renewable and advanced energy, industrial, and scientific research laboratories that include incidental pilot plant processing operations.
- Administrative, technical, and professional offices.
- Storage facilities for materials such as, but not limited to, salt, switch grass, other alternative fuel feedstocks, coal, coke, building material, sand, gravel, stone, lumber, and enclosed or open storage of construction contractors' equipment and supplies.
- Waste treatment facilities, including nonhazardous waste recycling centers, hazardous and mixed waste treatment for shipment to off-site storage and disposal facilities.
- Recycling operations, including those for radioactively contaminated materials and those associated with metal and other material treatment and processing. Bulk oil and gasoline storage or bulk storage of natural gas.
- Power plants, including renewable energy generation.
- Broadcasting, publishing, recording, and telecommunications.
- Food processing such as dairy products, bakery products, and beverage products (all activities are conducted in an enclosed building).
- Airports (additional NEPA review would be necessary).
- Commercial uses, including restaurants and service establishments such as: gas station/convenience store, bank, post office/mailing/shipping center, copying/printing, bulk cleaning and laundry, cold storage lockers, furniture and carpet warehouses, car washes, equipment and appliance repair, vehicle service centers etc.
- Public recreation uses such as parks, historic legacy interpretation, playgrounds, golf courses, athletic fields, and stadiums.

EXHIBIT "C"
TO QUITCLAIM DEED
BETWEEN
DEPARTMENT OF ENERGY
AND
HERITAGE CENTER, LLC

OBLIGATION OF GRANTEE TO PROTECT ARCHAEOLOGICAL SITES AND
RESOURCES

No land-altering activity of any kind, including but not limited to digging or excavation, shall be allowed or conducted in any areas on which archaeological sites and resources are discovered subsequent to the transfer to the GRANTEE of the premises herein conveyed except as authorized in accordance with the following procedure:

The owner of record shall consult with the State of Tennessee Historic Preservation Officer to determine what measures are required to mitigate any adverse effects and shall carry out the agreed-upon mitigation plan. If the owner and Historic Preservation Officer are unable to agree upon a mitigation plan, the matter shall be referred to the Advisory Council on Historic Preservation in accordance with the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470-470w-6) and implementing regulations (36 CFR Part 800).

EXHIBIT "D"
TO QUITCLAIM DEED
BETWEEN
DEPARTMENT OF ENERGY
AND
HERITAGE CENTER, LLC

CERCLA SECTION 120(h) REQUIREMENTS AND ASSURANCES

A. In accordance with CERCLA Section 120(h) (1) and (3) and 40 CFR Section 373, and based on a complete search of agency files, the GRANTOR provides notice that:

A contaminated groundwater plume has not been identified in the subsurface of the Former K-33 Building and Surrounding Area. Trichloroethene (TCE) has historically been detected above the maximum contaminant level (MCL) in the easternmost portion of the Property but has not been analyzed in samples since 1998. The presence of TCE in groundwater is considered a release of a hazardous substance on the Property.

The deed (Condition 10) includes a prohibition for use of the groundwater, in any way, unless such use is approved in advance by the GRANTOR, the U.S. Environmental Protection Agency (EPA), and the Tennessee Department of Environment and Conservation (TDEC). Additional provisions are included to prevent inadvertent exposure to contaminated groundwater and/or any contamination that could possibly be present in the soils. Such provisions include requiring the GRANTEE to adhere to applicable Federal, State, and local laws with respect to any development of the Property (Condition 9). Further information on the nature and extent of groundwater contamination is contained in Section 4.3 of the Environmental Baseline Survey (EBS) Report issued in September 2015, which is incorporated by reference into this Quitclaim Deed as Exhibit F. Said Report shall be placed within the permanent historical realty audit files of the U.S. Department of Energy-Oak Ridge Office (DOEORO), within the GRANTOR's Oak Ridge Office Information Center, and within the GRANTEE'S realty records. The Oak Ridge Office of Environmental Management (OREM) plans to address the key sources to the contaminated groundwater plumes at the site to ensure protection of human health and the environment. The decision for groundwater will be made through the CERCLA process. The final Sitewide Record of Decision (ROD) will include groundwater and any needed remedial action to address contaminated groundwater in Zone 2.

B. The GRANTOR warrants that any additional response action found to be necessary after the date of transfer for contamination on the property existing prior to the date of this transfer will be conducted by the United States. The obligation of the United States under this warranty will be limited to the extent that a response action is required by an act or omission of any GRANTEE which either a) introduces new contamination or b) increases the cost or scope of the required response action by negligently managing any contamination present on the property at the time of the initial transfer by the United States.

C. The GRANTOR reserves a right of access to all portions of the property for environmental investigation, remediation or other corrective action. In the event the GRANTOR must access the property, the GRANTOR must provide notice to and coordinate access with the GRANTEE or its successors and any authorized occupants of the property. Any such entry, including such activities, responses or remedial actions, shall be coordinated with the GRANTEE or its successors, assignees, and tenants and shall be performed in a manner which minimizes, to the extent practicable, interruption with GRANTEE's activities on the property. The GRANTOR's right to access the property shall be exercisable in any case in which a response action or corrective action is found to be necessary by the GRANTOR or applicable regulatory authority after the date of conveyance of the property, or in which GRANTOR determines access is necessary to carry out a response action or corrective action on adjoining property. Pursuant to this reservation, the United States and its officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable notice to and coordination with the GRANTEE or the then-owner and any authorized occupant of the property) at the direction of the GRANTOR to enter upon the property and (1) conduct investigations and surveys, including but not limited to sample collection, drilling, data and record compilation, and other activities related to environmental investigation and (2) to carry out any other response and/or corrective actions as required or necessary under CERCLA and other applicable authorities, including but not limited to installation and operation of groundwater monitoring and/or restoration wells, and any treatment of hazardous substances or materials required under CERCLA and other applicable authorities.

D. The GRANTEE covenants that the property shall not be used or developed in a manner inconsistent with the land use assumptions of "industrial use" contained in approved applicable Records of Decision. The GRANTEE covenants that it will not at any time cause or allow any portion of the property to be used for any residential housing, any elementary or secondary school, or any child care facility or children's playground.

E. The GRANTEE covenants that it will not at any time cause or allow any other use or disturbance of any portion of the Property located more than 10 feet below ground surface level, without having first obtained authorization from DOE's Excavation/Penetration Permit Program.

F. The GRANTEE covenants that it will not inhibit or hinder the GRANTOR from required remedial investigations, response actions, or oversight activities including, but not limited to, properly constructing, upgrading, operating, maintaining and monitoring any groundwater treatment facilities or groundwater monitoring on the property or adjoining property. Further, the GRANTEE covenants that it will not tamper with or willfully destroy any monitoring wells or other monitoring or remediation systems that may be located in the vicinity of the property.

G. The GRANTOR shall submit on an annual basis, through established channels, appropriate budget requests to the Director of the Office of Management and Budget that adequately address those agreed upon schedules for investigation and completion of all necessary response actions required by the Federal Facility Agreement until such time that all

necessary remedial action has been taken. The actual amount available for such activities is subject to congressional authorizations and appropriations.

H. When all response actions necessary to protect human health and the environment with respect to any substance remaining on the property on the date of transfer have been taken, the United States shall execute and deliver to the transferee an appropriate document containing a warranty that all such response actions have been taken.

I. After notice and coordination with the GRANTEE as set forth in Item C, above, any response actions taken by the GRANTOR will be in accordance with schedules developed and included in Appendix E and J of the Federal Facility Agreement for the Oak Ridge Reservation, approved by the GRANTOR, Region 4 of the Environmental Protection Agency, and the Tennessee Department of Environment and Conservation. The GRANTOR will take all necessary action to remediate the East Tennessee Technology Park (ETTP), including groundwater contamination where applicable. The schedules for the investigation and completion of all necessary response actions as approved by the appropriate regulatory agency addressing Zone 2 of ETTP, and the groundwater (to be addressed in the final Sitewide ROD), are set forth in the following milestones which are subject to adjustment through amendment pursuant to Chapter XVIII, *Scoping Work Priorities* of the Federal Facility Agreement:

Zone 2 Final Record of Decision

Interim Record of Decision – April 19, 2005

Completion of Remedial Actions – 2025 (Appendix J, 02/27/14)

Final Sitewide Record of Decision

Final Record of Decision– 2023 (proposed 2014)

Completion of Remedial Actions – TBD

EXHIBIT "E"
TO QUITCLAIM DEED
BETWEEN
DEPARTMENT OF ENERGY
AND
HERITAGE CENTER, LLC

INDEMNIFICATION

I. Pursuant to 50 USC § 2811, indemnification is being provided to the GRANTEE and any successors, transferees, assignees, lenders or lessees.

- A. Except as provided in Item I.B. and subject to Item II., DOE hereby holds harmless and indemnifies GRANTEE, successors, transferees, assignees, lenders, or lessees against any claim for injury to person or property that results from the release or threatened release of a hazardous substance or pollutant or contaminant as a result of Department of Energy activities at the defense nuclear facility on which the real property is located.
- B. To the extent the persons and entities described In Item I.A. contributed to any such release or threatened release, Item I.A. shall not apply.

II. CONDITIONS

- A. No indemnification on a claim for injury may be provided under Item I. unless the person or entity making a request for the indemnification:
 - 1. notifies the Secretary of Energy [and the Field Office Manager] in writing within two years after such claim accrues;
 - 2. furnishes to the Secretary [and the Field Office Manager, or such other DOE official as the Field Office Manager designates] copies of pertinent papers received by the person or entity;
 - 3. furnishes to the Secretary [and the Field Office Manager, or such other DOE official as the Field Office Manager designates] evidence or proof of the claim;
 - 4. provides, upon request by the Secretary [or the Field Office Manager, or such other DOE official as the Field Office Manager designates], access to the records and personnel of the person or entity for purposes of defending or settling the claim; and
 - 5. begins action within six months after the date of mailing, by certified or registered mail, of notice of final denial of the claim by the Secretary.

- B. For purposes of Items II.A.1., the date on which a claim accrues is the date on which the person asserting the claim knew (or reasonably should have known) that the injury to person or property referred to in Item I.A. was caused or contributed to by the release or threatened release of a hazardous substance, pollutant, or contaminant as a result of Department of Energy activities at the defense nuclear facility on which the real property is located.

III. AUTHORITY OF SECRETARY OF ENERGY

- A. In any case in which the Secretary of Energy determines that the Secretary may be required to indemnify a person or entity under these indemnification provisions for any claim for injury to person or property referred to in Item I.A., the Secretary may settle or defend the claim on behalf of that person or entity.
- B. In any case described in Item III.A., if the person or entity that the Secretary may be required to indemnify does not allow the Secretary to settle or defend the claim, the person or entity may not be indemnified with respect to that claim under these provisions.

IV. RELATIONSHIP TO OTHER LAW

Nothing within these provisions shall be construed as affecting or modifying in any way section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9620(h)).

V. DEFINITIONS

The definitions set forth in 50 U.S.C. § 2811 and 10 CFR 770.4 shall apply to the terms used in these provisions.

EXHIBIT "F"
TO QUITCLAIM DEED

ENVIRONMENTAL BASELINE SURVEY REPORT

The Environmental Baseline Survey Report for The Former K-33 Area was issued in September 2015, by the GRANTOR. Said Report is incorporated by reference to this Quitclaim Deed as noted in Exhibit D, Section A.