



Mitigation Action Plan Annual Report Fiscal Year 2016

Final Environmental Assessment for Proposed Conveyance of Land at the Hanford Site, Richland, Washington

DOE/EA-1915

December 2016

Prepared for the U.S. Department of Energy
Assistant Secretary for Environmental Management



U.S. DEPARTMENT OF
ENERGY

Richland Operations
Office

P.O. Box 550
Richland, Washington 99352

Approved for Public Release;
Further Dissemination Unlimited

TRADEMARK DISCLAIMER

Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof or its contractors or subcontractors.

TABLE OF CONTENTS

1.0	INTRODUCTION	1
2.0	MITIGATION ACTION PLAN	2
3.0	MITIGATION ACTION PLAN SUMMARY	3
4.0	CONCLUSIONS	11
5.0	REFERENCES	12

FIGURES

Figure 1.	TRIDEC Land Conveyance Parcel at the Hanford Site	4
Figure 2.	Aerial Photo of Land Conveyance Parcel.....	5

TABLES

Table 1.	Compliance with MAP Guidelines and Requirements.....	6
----------	--	---

APPENDIX – GRANTEE ANNUAL COMPLIANCE REPORTS

City of Richland 2016 Annual Compliance Report.....	App-1
Port of Benton 2016 Annual Compliance Report.....	App-2
Energy Northwest Annual Compliance Report.....	App-3

ACRONYMS

BRMP	Hanford Biological Resources Management Plan
CEQ	Council on Environmental Quality
CLUP	Hanford Comprehensive Land-Use Plan
CSP	Concentrated Solar Power
RL	U.S. Department of Energy – Richland Operations Office
EA	Environmental Assessment
EIS	Environmental Impact Statement
EMF	Electromagnetic Field
FONSI	Finding of No Significant Impact
LIGO	Laser Interferometer Gravitational Wave Observatory
M	Magnetic interferences
MAP	Mitigation Action Plan
MOA	Memorandum of Agreement
NDAA	National Defense Authorization Act of 2015
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
PAAL	Potential Access Agreement Land
PNNL	Pacific Northwest National Laboratory
RMC	Richland Municipal Code
RPM	Revolutions per Minute
TRIDEC	Tri-City Development Council

Annual Mitigation Action Plan Report – Fiscal Year 2016

DOE/EA-1915

“Final Environmental Assessment for Proposed Conveyance of Land at the Hanford Site, Richland, Washington”

1.0 INTRODUCTION

The *Atomic Energy Community Act of 1955* (42 USC 2301 et seq.) provided the authority for the Federal government to support municipalities that had been established as wholly government-owned communities while these communities transitioned to self-sufficiency. Under the Act, national policies were established regarding the obligations of the United States to the three “Atomic Energy Communities,” of which Hanford is one. These policies were directed at terminating federal government ownership and management of the communities by facilitating the establishment of local self-government, providing for the orderly transfer to local entities of municipal functions, and providing for the orderly sale to private purchasers of property within these communities with a minimum of dislocation. To further the Atomic Energy Community Act’s national policy goal, United States Department of Energy’s Richland Operation’s Office (RL) initiated the proposed action in DOE/EA-1915, Environmental Assessment (EA) to conveying of 1,641 acres of land on the Hanford Site from DOE ownership to Tri-City Development Council (TRIDEC) (Grantee¹) for the purpose of economic development, pursuant to the *National Defense Authorization Act of 2015* (NDAA; Public Law 113-291), Section 3013. Figure 1 is a map of the TRIDEC Land Conveyance Parcel.

The acreage analyzed in the EA is part of 59 square miles of Hanford Site lands previously designated by RL for industrial uses under the Hanford Comprehensive Land-Use Plan (CLUP), based on analyses presented in the Hanford CLUP Environmental Impact Statement (HCP-EIS) [DOE/EIS-0222; September 1999; Record of Decision (ROD) (64 FR 61615; November 12, 1999)]. The HCP-EIS recognizes the potential for future conveyance of some industrial-designated lands to the local community for economic development.

In the EA, RL considered mitigation measures to avoid, minimize, rectify, or compensate for any potential adverse environmental effects associated with the Proposed Action. RL made the commitment to implement mitigation measures to better achieve an environmentally-preferable outcome. The Mitigation Action Plan (MAP) was an integral part of the Finding of No Significant Impact (FONSI) issued on September 30, 2015, for

¹ The term “Grantee” means DOE’s designated Community Reuse Organization, Tri-City Development Council, “TRIDEC,” that includes the following partners of TRIDEC: the City of Richland, the Port of Benton. Although not a TRIDEC Community Reuse Organization partner, the term “Grantee” includes Energy Northwest.

the United States Department of Energy's (DOE) *Environmental Assessment for Proposed Conveyance of Land at the Hanford Site, Richland, Washington* (DOE/EA-1915).

Mitigation measures for the Proposed Action are implemented through three mechanisms: 1) incorporation of applicable mitigation measures into the deed as deed restrictions and covenants, 2) performance of the agreed upon stipulations in the Memorandum of Agreement (MOA) resulting from the National Historic Preservation Act (NHPA) Section 106 process, and 3) completion of additional mitigation measures identified in the MAP by RL. The three mechanisms (deed, MOA, and DOE additional mitigation measures) are interrelated and may contain exact or similar language. For example, many of the mitigation measures that are in the deed are also reflected in the MOA. It should also be noted that the mitigation measures in the MOA which address the adverse effects to specific individual historic properties and traditional cultural properties are not spelled out in detail in the MAP but are instead incorporated by reference.

2.0 MITIGATION ACTION PLAN

DOE Order 451.1B, Change 3, *National Environmental Policy Act (NEPA) Compliance Program*, establishes DOE internal requirements and responsibilities for implementing NEPA, the Council on Environmental Quality (CEQ) Regulations Implementing the Procedural Provisions of NEPA (40 CFR Parts 1500-1508), and the DOE NEPA Implementing Procedures (10 CFR Part 1021). In addition to requirements established in NEPA and the Regulations, Section 4.g of DOE Order 451.1B requires *"Tracking and annually reporting progress in implementing a commitment for environmental impact mitigation that is essential to render the impacts of a proposed action not significant, or that is made in a record of decision."*

Proposed Conveyance of Land at the Hanford Site Richland, Washington, Mitigation Action Plan for DOE/EA-1915 describes guidelines and requirements to be followed before, during, and after the conveyance of 1,641 acres of land on the Hanford Site from DOE ownership to TRIDEC. These guidelines and requirements are meant to mitigate potential effects to the environment by future land uses developed on the land conveyance premises as analyzed in DOE/EA-1915.

As a means of enforcement, the deed includes a requirement for the Grantee to submit an annual report to RL regarding compliance with deed restrictions and any challenges encountered during the previous year. This information will be used in RL's annual report on implementation of the MAP, which will be posted on DOE's NEPA website.

3.0 MITIGATION ACTION PLAN SUMMARY

This annual report provides a summary of DOE/EA-1915 Mitigation Action Plan (MAP) implementation in fiscal year 2016. To date, the land conveyance area remains vacant and undeveloped. Figure 1 identifies the TRIDEC Land Conveyance Area, Figure 2 is an Aerial Photo of the Land Conveyance Area, and Table 1 lists the guidelines and requirements repeated throughout the text and tables in the Quitclaim Deed and MAP.

For the mitigation measures in the MOA that address the adverse effects to specific individual historic properties and traditional cultural properties, the MOA mitigation products have been timely completed and transmitted to MOA signatories and invited signatories through September 30, 2016 in accordance with the MOA stipulations and the National Historic Preservation Act implementing regulations.

The Appendix provides a copy of the Grantee Annual Compliance Reports.

Figure 1. TRIDEC Land Conveyance Parcel at the Hanford Site

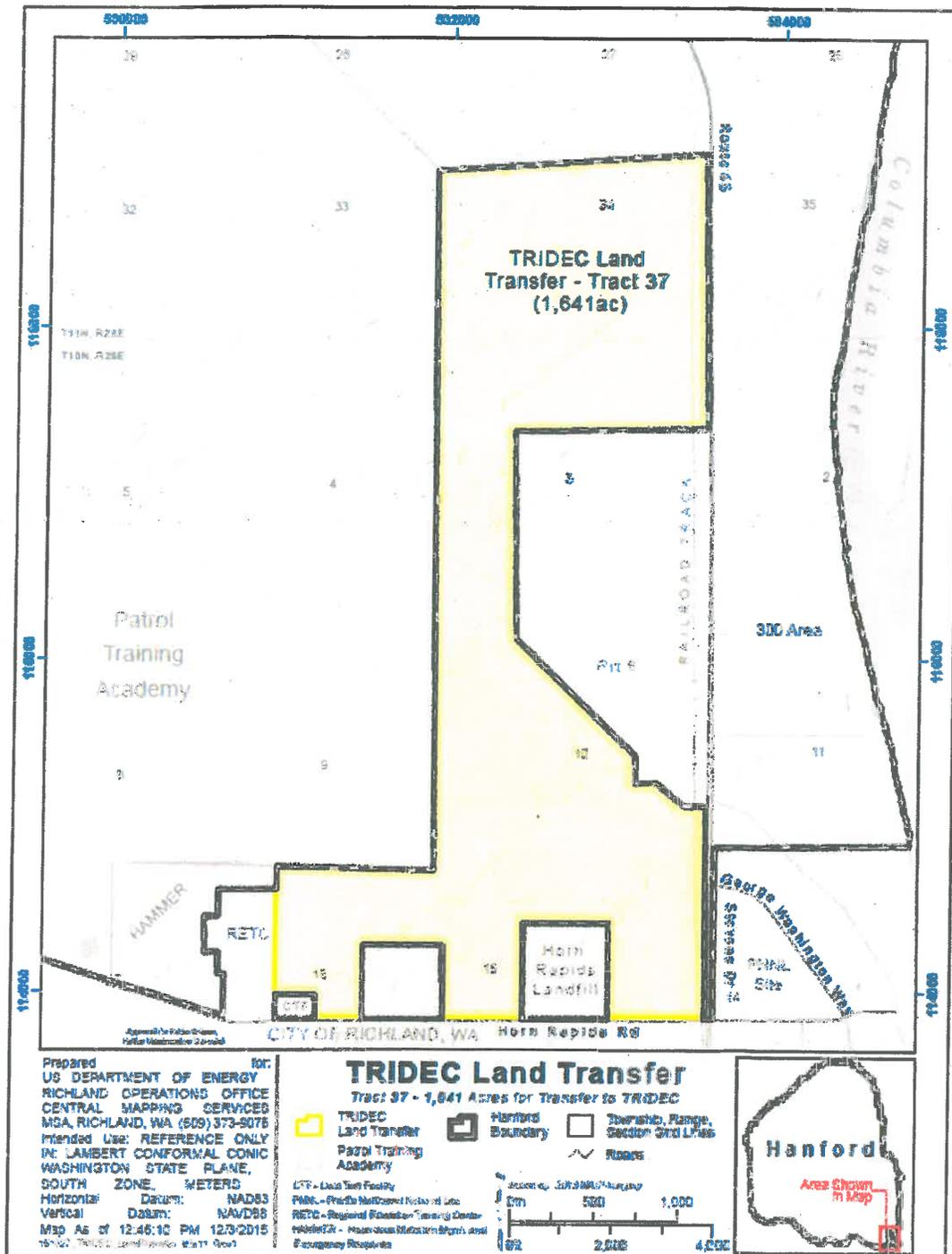


Figure 2. Aerial Photo of Land Conveyance Parcel

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

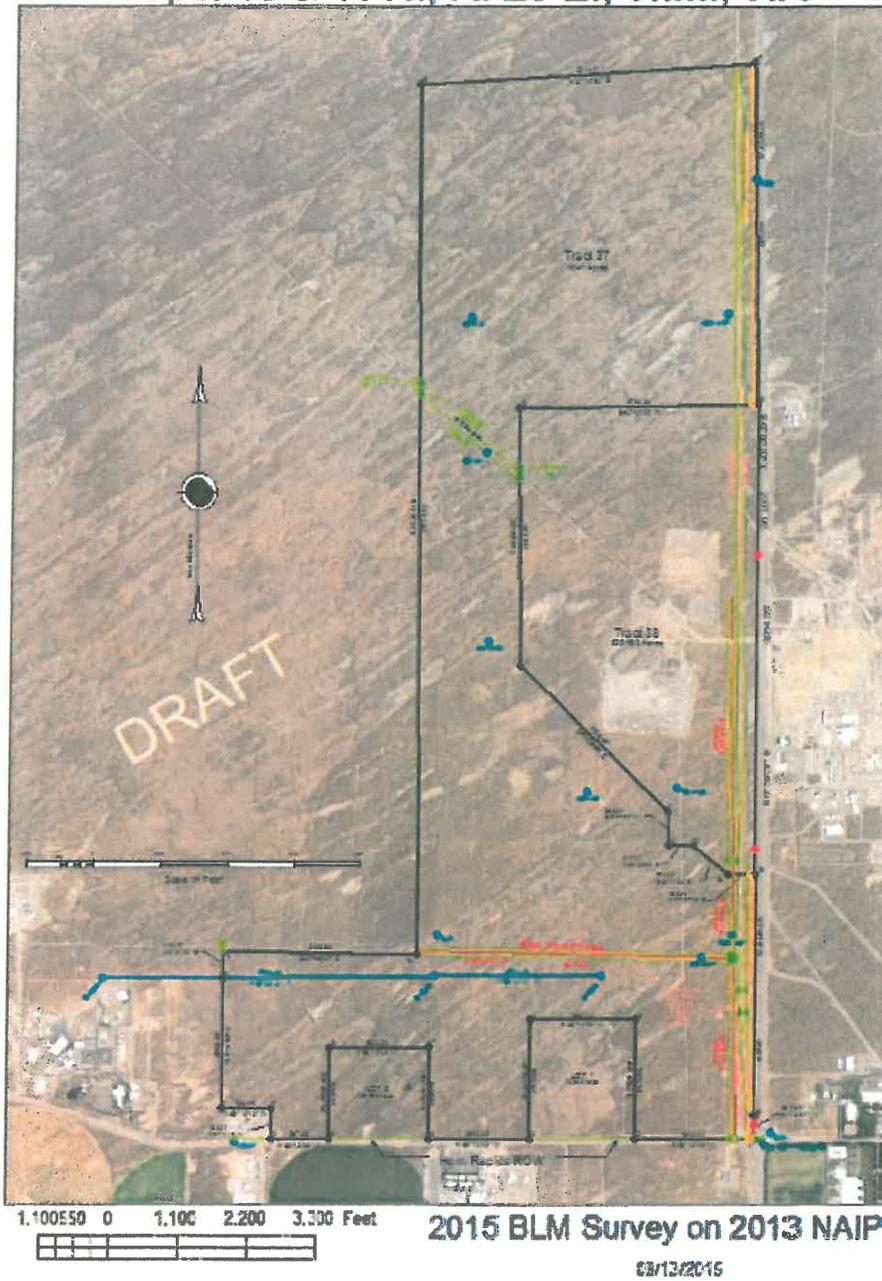


Table 1. Compliance with MAP Guidelines and Requirements

Mitigation Commitment	Progress made in implementing commitment for environmental impact mitigation	The effectiveness of the commitment for environmental impact mitigation
<p>Identify the swale habitats located in the Potential Access Agreement Land (PAAL) and described in the EA for protection within the larger area designated for industrial uses under the CLUP. Provide administrative protection from disturbance from future projects or management actions consistent with the CLUP management plans, including the Hanford Biological Resources Management Plan (BRMP). Identify the swale habitats as BRMP Level 4 habitat based upon the documented intensity of pollinator use and unique vegetation assemblages.</p>	<p>The swale habitats located in the Potential Access Agreement Land and described in the EA for future project protection are identified as Level 4 habitat in the Hanford BRMP; Commitment met.</p>	<p>The Hanford BRMP provides administrative protection from disturbance from future projects or management actions and will effectively mitigate the environmental impacts.</p>
<p>Conduct a Pollinator Habitat study for the Hanford Site, focusing on identifying pollinator species and the plants and habitats they require for their life cycle. The study shall provide data and recommendations needed to carry out habitat enhancement, proper management, and collaboration with other agencies and institutions to ensure this valuable resource is protected. Following the initial study, incorporate pollinator and habitat surveys into the Hanford Site ecological monitoring program.</p>	<p>The initial literature review for the Hanford Site Pollinator Habitat study was initiated during 2016.</p>	<p>After completion of the study, pollinator and habitat surveys will be incorporated into the Hanford Site ecological monitoring program and will effectively mitigate the environmental impacts.</p>
<p>Install burrowing owl boxes in a location to be determined in consultation with the U.S. Fish and Wildlife Service and the Washington Department of Fish and Wildlife, for the purposes of supporting new colonies or enhancing existing colony habitat on the Hanford Site.</p>	<p>An initial GIS evaluation of the Hanford Site to determine the location of new burrowing owl boxes was conducted during 2016.</p>	<p>Installing burrowing owl boxes around the Hanford Site will support new colonies of burrowing owls and enhance existing colony habitat on the Hanford Site and will effectively mitigate the environmental impacts.</p>
<p>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.</p>	<p>DOE implemented its commitment by placing the covenant in the Deed. (Exhibit G #22)</p>	<p>The commitment has been effective; the Grantees have either adhered to the deed covenant, or taken no action which could have violated the deed covenant.</p>
<p>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.</p>	<p>DOE implemented its commitment by placing the covenant in the Deed. (Exhibit G #23)</p>	<p>The commitment has been effective; the Grantees have either adhered to the deed covenant, or taken no action which could have violated the deed covenant.</p>
<p>Grantee is prohibited from extracting, permitting to be extracted, consuming or otherwise accessing or utilizing any groundwater below the surface of the premises.</p>	<p>DOE implemented its commitment by placing the restriction in the Deed. (Exhibit H #3.A)</p>	<p>The commitment has been effective; the Grantees have either adhered to the deed restriction, or taken no action which could have violated the deed restriction.</p>
<p>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 the Quitclaim Deed.</p>	<p>DOE implemented its commitment by placing the restriction in the Deed. (Exhibit H #4.A)</p>	<p>The commitment has been effective; the Grantees have either adhered to the deed restriction, or taken no action which could have violated the deed restriction.</p>
<p>Grantee is prohibited from developing an alternate access road or other access route to all</p>	<p>DOE implemented its commitment by placing the restriction in the Deed.</p>	<p>The commitment has been effective; the Grantees have</p>

Mitigation Commitment	Progress made in implementing commitment for environmental impact mitigation	The effectiveness of the commitment for environmental impact mitigation
groundwater monitoring wells without receiving Grantor's written permission, which will not unreasonably be withheld.	(Exhibit H #4.B)	either adhered to the deed restriction, or taken no action which could have violated the deed restriction.
Grantee is prohibited from tampering with or damaging Grantor's groundwater monitoring or remediation systems located on the Premises.	DOE implemented its commitment by placing the restriction in the Deed. (Exhibit H #4.C)	The commitment has been effective; the Grantees have either adhered to the deed restriction, or taken no action which could have violated the deed 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.	DOE implemented its commitment by placing the restriction in the Deed. (Exhibit H #4.D)	The commitment has been effective; the Grantees have either adhered to the deed restriction, or taken no action which could have violated the deed restriction.
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.	DOE implemented its commitment by placing the restriction in the Deed. (Exhibit H #4.E)	The commitment has been effective; the Grantees have either adhered to the deed restriction, or taken no action which could have violated the deed 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 of the Quitclaim Deed.	DOE implemented its commitment by placing the restriction in the Deed. (Exhibit H #5.A)	The commitment has been effective; the Grantees have either adhered to the deed restriction, or taken no action which could have violated the deed 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 any other 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.	DOE implemented its commitment by placing the restriction in the Deed. (Exhibit H #6.A)	The commitment has been effective; the Grantees have either adhered to the deed restriction, or taken no action which could have violated the deed 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.	DOE implemented its commitment by placing the restriction in the Deed. (Exhibit H #7.A)	The commitment has been effective; the Grantees have either adhered to the deed restriction, or taken no action which could have violated the deed restriction.
Grantee is prohibited from constructing and operating a Concentrated Solar Power (CSP) Solar Farm System on the premises.	DOE implemented its commitment by placing the restriction in the Deed. (Exhibit H #8.A)	The commitment has been effective; the Grantees have either adhered to the deed restriction, or taken no action

Mitigation Commitment	Progress made in implementing commitment for environmental impact mitigation	The effectiveness of the commitment for environmental impact mitigation
		which could have violated the deed restriction.
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. ²	DOE implemented its commitment by placing the restriction in the Deed. (Exhibit H #9.A)	The commitment has been effective; the Grantees have either adhered to the deed restriction, or taken no action which could have violated the deed restriction.
<p>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:</p> <p>1) PNNL Vibration Standard. The parties are in agreement that, after the date of this conveyance, vibration impacts arising from the premises shall be limited such that:</p> <ul style="list-style-type: none"> 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 I of this Quitclaim Deed shall be utilized to mitigate those non-routine blasting activities. <p>2) LIGO Vibration Standard. The parties are in agreement that, after the date of this conveyance, vibration (dependent on frequency) emanating from the premises shall be consistent with non-reciprocating power plant machinery or balanced industrial machinery operating above 300 revolutions per minute (RPM)(5Hz) or must meet the following specifications below 300 RPM (5 Hz):</p> <ul style="list-style-type: none"> a. In the frequency range from 0.3 Hz to 	DOE implemented its commitment by placing the restriction in the Deed. (Exhibit H #10)	The commitment has been effective; the Grantees have either adhered to the deed restriction, or taken no action which could have violated the deed restriction.

² The noise, vibration, and Electromagnetic field (EMF) standards may be revised or removed if the Grantor, Grantee, PNNL, LIGO, and Tribes agree.

Mitigation Commitment	Progress made in implementing commitment for environmental impact mitigation	The effectiveness of the commitment for environmental impact mitigation
<p>1.5 Hz, ground vibration levels as measured 100 meters from the source should not exceed 0.3 micrometers/sec/root (Hz). For example, in the frequency band from 0.5 Hz to 1.5 Hz this would be equivalent to a vibration level of 0.3 micrometers/sec RMS.</p> <p>b. In the frequency range from 1.5 Hz to 2.5 Hz, ground vibration levels as measured 100 meters from the source should not exceed 0.3 micrometers/sec/root (Hz). For example, in the frequency band from 1.5 Hz to 2.5 Hz this would be equivalent to a vibration level of 0.3 micrometers/sec RMS.</p> <p>c. In the frequency range from 2.5 Hz to 3.5 Hz, ground vibration levels as measured 100 meters from the source should not exceed 0.5 micrometers/sec/root (Hz). For example, in the frequency band from 2.5 Hz to 3.5 Hz this would be equivalent to a vibration level of 0.5 micrometers/sec RMS.</p> <p>d. In the frequency range from 3.5 Hz to 5 Hz, ground vibration levels as measured 100 meters from the source should not exceed 2.5 micrometers/sec/root (Hz). For example, in the frequency band from 3.5 Hz to 5 Hz this would be equivalent to a vibration level of 3 micrometers/sec RMS.</p> <p>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.</p> <p>f. Reciprocating power-plant machinery, rock crushers and heavy machinery would likely cause these vibration levels to be exceeded.</p>		
<p>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: 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.</p>	<p>DOE implemented its commitment by placing the restriction in the Deed. (Exhibit H #11.A)</p>	<p>The commitment has been effective; the Grantees have either adhered to the deed restriction, or taken no action which could have violated the deed restriction.</p>

Mitigation Commitment	Progress made in implementing commitment for environmental impact mitigation	The effectiveness of the commitment for environmental impact mitigation
<p>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.</p> <p>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.</p>	<p>DOE implemented its commitment by placing the restriction in the Deed. (Exhibit H #12.A)</p>	<p>The commitment has been effective; the Grantees have either adhered to the deed restriction, or taken no action which could have violated the deed restriction.</p>
<p>Grantee is required to provide access to the premises prior to its development to members of the Confederated Tribes and Bands of the Yakama Nation, Confederated Tribes of the Umatilla Indian Reservation, the Nez Perce Tribe and the Wanapum Band of Indians (collectively "tribes") for tribal activities. An access agreement will be developed between the tribes and the land owners to facilitate access.</p>	<p>DOE implemented its commitment by placing the restriction in the Deed. (Exhibit H #14)</p>	<p>The commitment has been effective; the Grantees have either adhered to the deed restriction, or taken no action which could have violated the deed restriction.</p>
<p>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.</p> <p>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.</p> <p>3. The Grantee agrees to xeriscaping utilizing native plants to lessen impacts to adjacent plant communities and eliminate need for supplemental watering.</p>	<p>DOE implemented its commitment by placing the restriction in the Deed. (Exhibit H #15.A)</p>	<p>The commitment has been effective; the Grantees have either adhered to the deed restriction, or taken no action which could have violated the deed restriction.</p>
<p>Grantee is required to comply with Washington State laws for cultural resource protection:</p> <p>(1) Indian Graves and Records Act (RCW 27.44);</p> <p>(2) Archaeological Sites and Resources Act (RCW 27.53);</p> <p>(3) Abandoned and Historic Cemeteries and Historic Graves Act (RCW 68.60);</p> <p>(4) Archaeological Excavation and Removal permit process (WAC 25-48); and</p> <p>(5) Human Remains (RCW 68.50).</p>	<p>DOE implemented its commitment by placing the restriction in the Deed. (Exhibit H #16.A)</p>	<p>The commitment has been effective; the Grantees have either adhered to the deed restriction, or taken no action which could have violated the deed restriction.</p>
<p>Grantor retains ownership of all pre-contact archeological materials. Grantee is required to return all pre-contact archeological material to grantor for relocation in consultation with tribes.</p>	<p>DOE implemented its commitment by placing the restriction in the Deed. (Exhibit H #17.A)</p>	<p>The commitment has been effective; the Grantees have either adhered to the deed restriction, or taken no action which could have violated the deed restriction.</p>

Mitigation Commitment	Progress made in implementing commitment for environmental impact mitigation	The effectiveness of the commitment for environmental impact mitigation
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.	DOE implemented its commitment by placing the restriction in the Deed. (Exhibit H #18.A)	The commitment has been effective; the Grantees have either adhered to the deed restriction, or taken no action which could have violated the deed restriction.
On an annual basis, Grantee shall submit a report to Grantor regarding Grantee's compliance with the deed restrictions set forth in the Quitclaim Deed, and any challenges encountered during the previous year.	DOE implemented its commitment by placing the restriction in the Deed. (Exhibit H #19.B)	The commitment has been effective; the Grantees have either adhered to the deed restriction, or taken no action which could have violated the deed restriction.
The Grantee shall implement the Cultural Resource Protection Protocol. The Cultural Resource Protection Protocol can be amended as agreed to between Grantee and the tribes. (See Appendix A, Quitclaim Deed).	DOE implemented its commitment by placing the restriction in the Deed. (Exhibit H #20.A)	The commitment has been effective; the Grantees have either adhered to the deed restriction, or taken no action which could have violated the deed restriction.

4.0 CONCLUSIONS

The analysis in DOE/EA-1915 considered reasonably foreseeable environmental effects associated with proposed future uses on lands within the land conveyance premises, based upon industry targets described in the TRIDEC proposal and consistent with the land use designations in the Hanford CLUP, including warehousing and distribution, research and development, technology manufacturing, food processing and agriculture, and back office. Environmental effects addressed in the analysis in the EA included the reasonably foreseeable effects on geology and soils, water resources, air quality, ecological resources, wetlands and floodplains, historic properties and cultural resources, land use, visual resources, noise, utilities and infrastructure, transportation, waste management, socioeconomic and Environmental Justice, and human health and safety. The DOE/EA-1915 MAP includes all the integral elements and commitments made in the EA to mitigate any potential adverse environmental impacts resulting from implementation of the Land Conveyance Action.

As a means of enforcement, the land conveyance deed includes a requirement for the Grantee to submit an annual report to DOE regarding compliance with deed restrictions and any challenges encountered during the previous year. This information will be used in DOE's annual report on implementation of the MAP, which will be posted on DOE's National Environmental Policy Act (NEPA) website. These mitigation actions will be monitored and implemented through the Hanford Site Environmental Management System and be reported annually to DOE-HQ in accordance with the requirements of DOE Order 451.1B, Change 3, Section 4.g.

5.0 REFERENCES

DOE/EA-1915, 2015, *Environmental Assessment for Proposed Conveyance of Land at the Hanford Site*, Rev 0, U.S. Department of Energy, Richland Operations Office, Richland, Washington.

DOE Order 451.1B, Change 3, *National Environmental Policy Act Compliance Program*, U.S. Department of Energy, Washington, DC.

DOE/EA-1915, 2015, *Environmental Assessment for Proposed Conveyance of Land at the Hanford Site, Mitigation Action Plan for DOE/EA-1915*, U.S. Department of Energy, Richland Operations Office, Richland, Washington.

National Environmental Policy Act of 1969, 42 U.S.C. 4321, et seq.

National Historic Preservation Act of 1966, 16 U.S.C. 47

APPENDIX

GRANTEE ANNUAL COMPLIANCE REPORTS

City of Richland 2016 Annual Compliance Report

City of Richland
 Grantee Annual Report of Compliance with Deed
 October 2015 through September 2016

Deed Exhibit and Paragraph	Deed Language	Compliance Status
Exhibit H, 1.A	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.	Compliant
Exhibit H, 2.A	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.	Compliant
Exhibit H, 3.A	Grantee is prohibited from extracting, permitting to be extracted, consuming or otherwise accessing or utilizing any groundwater below the surface of the premises.	Compliant
Exhibit H, 4.A	<u>Access.</u> 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.	Compliant
Exhibit H, 4.B	<u>Alternate Access.</u> 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.	Compliant
Exhibit H, 4.C	<u>Tampering Restriction.</u> Grantee is prohibited from tampering with or damaging Grantor's groundwater monitoring or remediation systems located on the Premises.	Compliant
Exhibit H, 4.D	<u>Peripheral Clearance Restriction.</u> 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.	Compliant
Exhibit H, 4.E	<u>Road or Access Route Width.</u> 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.	Compliant
Exhibit H, 5.A	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.	Compliant
Exhibit H, 6.A	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.	Compliant
Exhibit H, 7.A	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.	Compliant
Exhibit H, 8.A	Grantee is prohibited from constructing and operating a CSP Solar Farm System on the Premises.	Compliant
Exhibit H, 9.A	<u>PNNL Noise Generation Standard.</u> 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.	Compliant
Exhibit H, 10.A(1)(a)	Any Heavy Reciprocating Machinery must be at least three (3) kilometers from the PNNL Site boundary.	Compliant
Exhibit H, 10.A(1)(b)	Any Balanced Non-Reciprocating Industrial Machinery must be at least one (1) kilometer from the PNNL Site boundary	Compliant
Exhibit H, 10.A(1)(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.	Compliant
Exhibit H, 10.C(1)	<u>IUGO Vibration Standard.</u> 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 (5Hz) or must meet the following specifications below 300 RPM (5 Hz):	Compliant
Exhibit H, 10.C(1)(a)	In the frequency range from 0.3 Hz to 1.5 Hz, ground vibration levels as measured 100 meters from the source should not exceed 0.3 micrometers/sec/root (Hz). For example, in the frequency band from 0.5 Hz to 1.5 Hz this would be equivalent to a vibration level of 0.3 micrometers/sec RMS.	Compliant
Exhibit H, 10.C(1)(b)	In the frequency range from 1.5 Hz to 2.5 Hz, ground vibration levels as measured 100 meters from the source should not exceed 0.3 micrometers/sec/root (Hz). For example, in the frequency band from 1.5 Hz to 2.5 Hz this would be equivalent to a vibration level of 0.3 micrometers/sec RMS.	Compliant
Exhibit H, 10.C(1)(c)	In the frequency range from 2.5 Hz to 3.5 Hz, ground vibration levels as measured 100 meters from the source should not exceed 0.5 micrometers/sec/root (Hz). For example, in the frequency band from 2.5 Hz to 3.5 Hz this would be equivalent to a vibration level of 0.5 micrometers/sec RMS.	Compliant

**Grantee Annual Report of Compliance with Deed
October 2015 through September 2016**

Deed Exhibit and Paragraph	Deed Language	Compliance Status
Exhibit H, 10.C(1)(d)	In the frequency range from 3.5 Hz to 5 Hz, ground vibration levels as measured 100 meters from the source should not exceed 2.5 micrometers/sec/root (Hz). For example, in the frequency band from 3.5 Hz to 5 Hz this would be equivalent to a vibration level of 3 micrometers/sec RMS.	Compliant
Exhibit H, 10.C(1)(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.	Compliant
Exhibit H, 10.C(1)(f)	Reciprocating power-plant machinery, rock crushers and heavy machinery would likely cause these vibration levels to be exceeded.	Compliant
Exhibit H, 10.C(2)	<u>Point of Compliance.</u> 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.	Compliant
Exhibit H, 10.C(3)	<u>Noncompliance.</u> 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.	Compliant
Exhibit H, 11.A	<u>EM Interference Standard.</u> 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.	Compliant
Exhibit H, 12.A	<u>Radionuclide Emissions Standard.</u> 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.	Compliant
Exhibit H, 13.A	<u>Periodic Discussions.</u> 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.	Compliant
Exhibit H, 13.B	<u>Termination Standards.</u> 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.	Compliant
Exhibit H, 13.C	<u>Notification of Development Plans.</u> 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.	Compliant
Exhibit H, 13.D	<u>Recordation.</u> 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.	Compliant
Exhibit H, 14.A	<u>Restriction.</u> Grantee is required to provide access to the Premises prior to its development to members of the Confederated Tribes and Bands of the Yakama Nation, Confederated Tribes of the Umatilla Indian Reservation, the Nez Perce Tribe and the Wanapum Band of Indians (collectively "Tribes") for tribal activities. An access agreement will be developed between the Tribes and the land owners to facilitate access.	Compliant
Exhibit H, 15.A(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.	Compliant
Exhibit H, 15.A(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.	Compliant
Exhibit H, 15.A(3)	The Grantee agrees to xeriscaping utilizing native plants to lessen impacts to adjacent plant communities and eliminate need for supplemental watering.	Compliant
Exhibit H, 16.A(1)	Grantee is required to comply with Washington State laws, as amended, for cultural resource protection: <u>Indian Graves and Records Act (RCW 27.44)</u> .	Compliant
Exhibit H, 16.A(2)	Grantee is required to comply with Washington State laws, as amended, for cultural resource protection: <u>Archaeological Sites and Resources Act (RCW 27.53)</u> .	Compliant
Exhibit H, 16.A(3)	Grantee is required to comply with Washington State laws, as amended, for cultural resource protection: <u>Abandoned and Historic Cemeteries and Historic Graves Act (RCW 68.60)</u> .	Compliant
Exhibit H, 16.A(4)	Grantee is required to comply with Washington State laws, as amended, for cultural resource protection: <u>Archaeological Excavation and Removal permit process (WAC 25-48)</u> .	Compliant

**Grantee Annual Report of Compliance with Deed
October 2015 through September 2016**

Deed Exhibit and Paragraph	Deed Language	Compliance Status
Exhibit H, 16.A(5)	Grantee is required to comply with Washington State laws, as amended, for cultural resource protection: <u>Human Remains (RCW 68.50)</u> .	Compliant
Exhibit H, 17.A	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.	Compliant
Exhibit H, 18.A	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.	Compliant
Exhibit H, 19.B	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.	Compliant
Exhibit H, 20.A	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).	Compliant

Port of Benton 2016 Annual Compliance Report

**Port of Benton
Grantee Annual Report of Compliance with Deed
October 2015 through September 2016**

Deed Exhibit and Paragraph	Deed Language	Compliance Status
Exhibit H, 3.A	Grantee is prohibited from extracting, permitting to be extracted, consuming or otherwise accessing or utilizing any groundwater below the surface of the premises.	Compliant
Exhibit H, 3.A	Grantee is prohibited from extracting, permitting to be extracted, consuming or otherwise accessing or utilizing any groundwater below the surface of the premises.	Compliant
Exhibit H, 4.A	Grantee is prohibited from altering, destroying or otherwise tampering with Grantor's established roads or other access routes to all groundwater monitoring wells	Compliant
Exhibit H, 5.A	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 north of the centerline of Horn Rapids Road, and (b) line 15,781 feet north of the centerline of Horn Rapids Road	Compliant
Exhibit H, 6.A	Any ground disturbance performed by the Grantee resulting from construction activities, construction or installation of any piping or utility system component, drilling, digging or any other excavation, of whatsoever nature and type, on any portion of the Premises is prohibited below a depth of twenty (20) feet from the surface of the ground, and prohibited within 6.6 feet of the groundwater whichever is most restrictive, except upon the express written permission of the Grantor.	Compliant
Exhibit H, 7.A	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.	Compliant
Exhibit H, 8.A	Grantee is prohibited from constructing and operating a CSP Solar Farm System on the Premises.	Compliant
Exhibit H, 9.A	Grantor requires Grantee's acoustic and noise signature on the Premises will not exceed current Washington State standards and exemption for Class C Industrial Areas.	Compliant
Exhibit H, 10.A	Grantee Vibration and PNNL Operations – Grantee, agrees to restrict or prohibit activities on the Premises that generate vibration in excess of PNNL vibration standard and LIGO vibration standards.	Compliant
Exhibit H, 11.A	Grantee agrees to restrict or prohibit activities on the Premises that generate electrical field and magnetic interferences in excess of the EF/M Interference Standards described.	Compliant
Exhibit H, 12.A	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.	Compliant
Exhibit H, 13.A	Grantee will hold periodic discussion with Grantor, PNNL, LIGO, Tribes, as may be applicable, concerning noise, vibration, electromagnetic, and radionuclide emission set forth in the Quitclaim Deed...discussion will be arranged by Grantee and held at least every five (5) years, with the first such discussion to be held on or before September 30, 2020 and subsequent discussion to be held at least every five (5) years thereafter.	Compliant Master plan meetings held with PNNL, LIGO June 7 th , Aug 22 nd DOE Aug 31 st Tribes July 12 th , Sept 22 nd .
Exhibit H, 13.C	Notification of Development Plans. Grantee agreed that it will provide timely notice to PNNL and LIGO to Grantee's plan for development of the Premises, including any and all request for land use action and all related matters. The Tribes will be notified of project location planning as stipulated in Attachment A to Exhibit H of this Deed.	Compliant Master plan meetings held with PNNL, LIGO June 7 th , Aug 22 nd DOE Aug 31 st Tribes July 12 th , Sept 22 nd .
Exhibit H, 14.A	Grantee is required to provide access to the Premises prior to its development to members of the Tribes for tribal activities. An access agreement will be developed between the tribes and land owners to facilitate access.	Compliant

**Port of Benton
Grantee Annual Report of Compliance with Deed
October 2015 through September 2016**

Deed Exhibit and Paragraph	Deed Language	Compliance Status
Exhibit H, 15.A	Grantee agrees that height of buildings constructed will not exceed the height limited pursuant to Richland Municipal Code. Grantee agrees that is shall not seek a waiver of the height limitations. Grantee agrees that building will be finished in colors that are non-reflective, and to xeriscaping to lessen impact to adjacent plant communities and eliminate need for supplemental watering.	Compliant
Exhibit H, 16.A	Grantee is required to comply with Washington State laws, as amended, for cultural resource protection	Compliant POB had completed additional Cultural Resource identification work and taken action to add the new property to its Heritage Management Plan.
Exhibit H, 17.A	Grantee is required to return all pre-contact archaeological material to Grantor for relocation in consultation with Tribes.	Compliant
Exhibit H, 18.A	Grantee is required to return any and all pre-contact artifacts or human remain found on the Premises to Grantor for Tribal consultation and reburial on the Hanford Site.	Compliant
Exhibit H, 19.A & B	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 restriction of the Quitclaim Deed. (B) On an annual basis Grantee shall submit a report to Grantor regarding compliance with the deed restrictions set forth in this Quitclaim Deed, any challenges encountered during the previous year.	Compliant
Exhibit H, 20.A	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.	Compliant POB had completed additional Cultural Resource identification work and taken action to add the new property to its Heritage Management Plan. This has been shared with the Tribes. Meeting with Tribes held July 12 th , Sept 22 nd .

Energy Northwest 2016 Annual Compliance Report

**Energy Northwest
Grantee Annual Report of Compliance with Deed
October 2015 through September 2016**

Deed Exhibit and Paragraph	Deed Language	Compliance Status
Exhibit H, 1.	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.	Not Applicable
Exhibit H, 2.	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.	Compliant
Exhibit H, 3.A	Grantee is prohibited from extracting, permitting to be extracted, consuming or otherwise accessing or utilizing any groundwater below the surface of the premises.	Compliant
Exhibit H, 4.A	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.	Compliant
Exhibit H, 4.B	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.	Compliant
Exhibit H, 4.C	Grantee is prohibited from tampering with or damaging Grantor's groundwater monitoring or remediation systems located on the Premises.	Compliant
Exhibit H, 4.D	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.	Compliant
Exhibit H, 4.E	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.	Compliant
Exhibit H, 5.	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.	Compliant
Exhibit H, 6.	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.	Compliant
Exhibit H, 7.	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.	Compliant
Exhibit H, 8.	Grantee is prohibited from constructing and operating a CSP Solar Farm System on the Premises.	Compliant
Exhibit H, 9	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.	Compliant
Exhibit H, 9.A	PNL 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.	

**Energy Northwest
Grantee Annual Report of Compliance with Deed
October 2015 through September 2016**

Deed Exhibit and Paragraph	Deed Language	Compliance Status
Exhibit H, 11.	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. <u>EF/M Interference Standard.</u> 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.	Compliant
Exhibit H, 12. Exhibit H, 12.A Exhibit H, 12.B	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. <u>Radionuclide Emissions Standard.</u> 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. <u>Natural Occurrence.</u> 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).	Compliant Compliant Compliant
Exhibit H, 13.	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.	Compliant
Exhibit H, 14.	Grantee is required to provide access to the Premises prior to its development to members of the Confederated Tribes and Bands of the Yakama Nation, Confederated Tribes of the Umatilla Indian Reservation, the Nez Perce Tribe and the Wanapum Band of Indians (collectively "Tribes") for tribal activities. An access agreement will be developed between the Tribes and the land owners to facilitate access.	Complaint
Exhibit H, 15.	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.	Compliant Compliant Compliant
Exhibit H, 16.	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);	Compliant

**Energy Northwest
Grantee Annual Report of Compliance with Deed
October 2015 through September 2016**

Deed Exhibit and Paragraph	Deed Language	Compliance Status
	<p>(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).</p>	
Exhibit H, 17.	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.	Compliant
Exhibit H, 18.	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.	Compliant
Exhibit H, 19.B	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.	Compliant
Exhibit H, 20.	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).	Compliant

