

p/term & will agree.
FOR RELEASE OF THIS INSTRUMENT, SEE
Record BOOK 1287 PAGE 546

Cancellation
FOR RELEASE OF THIS INSTRUMENT, SEE
Record BOOK 1287 PAGE 505

This document prepared by
Katy Kates, Realty Officer, and
Nancy L. Carnes, Attorney, of
Oak Ridge Operations Office
U.S. Department of Energy

State of Tennessee, County of ROANE
Received for record the 01 day of
MAY 2003 at 10:30 AM. (RECN 48012)
Recorded in official records
Book DN22 pages 255- 300
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 232.00, Total \$ 232.00,
Register of Deeds MARLENE HENRY
Deputy Register DENISE LADD

STATE OF TENNESSEE)
)
COUNTY OF ROANE) QUITCLAIM DEED

THIS QUITCLAIM DEED, made between the UNITED STATES OF AMERICA,
hereinafter referred to 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
161(g) of the Atomic Energy Act of 1954, as amended (42 U.S.C. § 2011 et seq.) and Horizon
Center, LLC, a Tennessee non-profit corporation, organized under the laws of the State of
Tennessee, hereinafter referred to as GRANTEE.

- 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, its successors, transferees, and assigns, 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 property which is situated, lying and being in the State of Tennessee,
County of Roane, to wit:

All that parcel of land located in Roane County, Tennessee, as shown on a map dated
March 2003 prepared by Barge, Waggoner, Sumner & Cannon, Inc. which is attached as
Exhibit "A-1" and titled *Department of Energy, Oak Ridge Reservation, TN, Fee
Conveyance, Portion of Lease Parcel ED-1 to Horizon Center, LLC.* The bearings,
distances, and coordinates are based on the Tennessee State Plane Coordinate System.
Said parcel is more particularly described as follows:

Beginning at a point having State Plane Coordinates of N=592,459.70 and
E=2,445,977.70. Thence along the following bearings and distances:

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S 10°17'37" W, 122.85 feet,

A distance of 648.71 feet along a curve to the right having a radius of 1060.00 feet and a chord bearing and distance of S 27°49'38" W, 638.63 feet,

N 54°18'23" W, 966.29 feet to the point of beginning, said exclusionary parcel containing 11.74 acre which was previously deducted from the acreage cited above for the parcel being conveyed.

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

(1). All reservations and easements, including but not limited to, existing easements for public roads and highways, railroads, transmission lines, pipelines, and other public utilities. The conveyance encompasses various realty improvements placed on the land through the leasing action of the GRANTEE's parent entity (identified as the Community Reuse Organization of East Tennessee). Those improvements include, but are not limited to, two existing buildings identified as the telecommunications building; the Theragenics Building; existing roadways, bridges, and utility systems which lie within the area being conveyed. It is expressly understood that the Government-owned Plasma Separating Process located in the Theragenics building is excluded from this transfer. In the event that a portion of other realty improvements, such as roadways and utility facilities, which are later constructed, fall within the Natural Area leased to the GRANTEE, title to that/those improvement(s) will remain with the GRANTOR and the GRANTOR shall issue a long-term easement to the GRANTEE for primary use of those improvements.

(2). Reserving to the GRANTOR, its successors, transferees, and assigns, 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 land 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 desired 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.

(3). Covenanting to the GRANTOR, its successors, transferees, and assigns, 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. (1) herein, lying within the parcels, in such manner as not to create any unreasonable interference with the use of the land herein granted.

(4). Covenanting to the GRANTOR, its successors, transferees, and assigns, the promissory right and license on the part of the GRANTEE, to permit the GRANTOR reasonable access on, over and through the property, said access to be within a ten (10) foot right-of-way along existing GRANTEE-constructed roads, as shown on Exhibit "A-2", or along GRANTEE utility corridors for the purposes of assuring and/or accomplishing appropriate mitigation and monitoring actions on abutting GRANTOR property. When possible, the GRANTOR shall provide reasonable advance notice to the GRANTEE for access to the property.

(5). The GRANTOR reserves an easement to itself for the right of access along the existing ingress/egress roads shown on Exhibit "A-1". The existing roads shall remain open to the GRANTOR and will be maintained by the GRANTOR at the GRANTOR's expense until such time as the GRANTEE replaces these roads with public access facilities. The replacement roads shall be maintained by GRANTEE at the GRANTEE's expense and shall remain open to the GRANTOR unless GRANTOR concurs in writing that said roads may be restricted or closed.

(6). All activities and development of the land by the GRANTEE, its successors, transferees, and assigns shall 1) be consistent with those land uses analyzed in the Environmental Assessment dated April 1996 and set forth in the Addendum to the



Environmental Assessment dated April 2003 -- both documents on file at the Oak Ridge Operations Office Information Center; and 2) be consistent with the GRANTEE's proposal to the GRANTOR which was approved by the GRANTOR on November 22, 2002. Said land uses are set forth in Exhibit "B" to this Quitclaim Deed.

(7). Activities on the premises herein conveyed which cause or have the potential to cause a significant adverse impact to the sensitive areas which are a part of the Natural Area on GRANTOR's abutting land shall be avoided or mitigated by the GRANTEE at the GRANTEE's expense under the requirements of a revised Mitigation Action Plan dated April 2003, which is on file at the Oak Ridge Operations Office Information Center. Said requirements associated with this Mitigation Action Plan are set forth in the Declaration of Covenants, Conditions, and Restrictions cited in Condition No. 8 of this Quitclaim Deed.

(8). The GRANTEE has developed a Declaration of Covenants, Conditions, and Restrictions document, hereafter referred to as "Declaration", that has been approved by the GRANTOR and which shall be recorded in the records of Roane County, Tennessee, on the same date as the execution of this Quitclaim Deed. Said Declaration is attached by reference as Exhibit "C" to this Quitclaim Deed. The provisions in this Declaration represent the requirements of the above-referenced Environmental Assessment, Addendum to the Environmental Assessment, and Mitigation Action Plan applicable to the activities which might create a significant adverse impact on the environmental conditions of the GRANTOR's abutting property, including the sensitive areas which are a part of the Natural Area that is leased by the GRANTOR to the GRANTEE under a separate real estate lease. It is expressly understood that the GRANTOR shall have approval authority over any changes, additions or revisions in the Declaration relating to Article I - (m), (n); Article II -(vi); Article III - 3.1; Article IV - 4.1.2; Article V - 5.3.2, 5.9.2, 5.17, 5.18, 5.19, and 5.20; Article XIII -13.3; Exhibits A, B1 and B19, and E. Said Declaration applies to and attaches to the property transferred by this



Quitclaim Deed and to any successor, transferee, or assignee of the Grantee of any interest in any portion of the property herein conveyed.

(9). 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 said construction and must be consistent with the Federal Facility Agreement requirements. In addition, notification must be provided to the GRANTOR if any such construction is planned.

(10). The land 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.).

(11). 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 "D".

(12). The GRANTEE, its successors, transferees, and assigns, shall fence and protect any existing cemeteries that may be located on the property herein conveyed and said cemeteries shall remain in their same location as a separate land unit. GRANTEE shall not impede reasonable public ingress and egress to any such cemeteries.

(13). As of the date of this transfer, an environmental condition report shall be jointly accomplished by representatives of the GRANTOR and GRANTEE to reflect the then present condition of the property. This report shall be used to establish a baseline on which to address any future indemnification claims by the GRANTEE. When signed by both parties the report shall be placed within the permanent historical realty audit files of DOE's Oak Ridge Operation Office, within GRANTOR's Oak Ridge Operations Office Information Center, and within the GRANTEE's realty records for ready reference to all parties.

(14). The GRANTEE, its successors, transferees, and assigns, 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. 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 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.

(15). The GRANTEE shall take all efforts necessary to assure that the permanent boundary monuments or markers separating the GRANTOR's Natural Area and the property transferred by this Quitclaim Deed are not disturbed, obliterated, or destroyed through the activities of the GRANTEE or its successors, transferees, or assignees. In the event that such boundary monuments or markers are disturbed, obliterated, or destroyed, the GRANTEE or its successors, transferees, or assigns shall be responsible for replacing said monument or marker within thirty (30) days' notice from the GRANTOR or from the GRANTEE's discovery of such absence or disturbance of monuments or markers.

(16). GRANTOR holds harmless and indemnifies GRANTEE as set forth in, and subject to the limitations, terms and conditions of Exhibit "E" to this Quitclaim Deed.

(17). The GRANTOR acknowledges that the Oak Ridge Reservation has been identified as a National Priority List (NPL) Site under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA). The GRANTEE acknowledges that the GRANTOR has provided it with a copy of the Oak Ridge Reservation Federal Facility Agreement (FFA) and relevant amendments entered into by the United States Environmental Protection Agency (EPA) Region 4, the Tennessee Department of Environment and Conservation (TDEC), and the GRANTOR effective on January 1, 1992. The GRANTEE

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agrees that should any conflict arise between the terms of such agreement as it presently exists or may be amended and terms of this deed, the terms of the FFA will take precedence. If the property, or any portion thereof, within this conveyance is removed from the NPL under CERCLA, then this condition shall no longer apply. The GRANTOR has accomplished appropriate reviews under CERCLA. Pursuant to CERCLA 120(h)(4)(D), the GRANTOR warrants that any response action or corrective action found to be necessary after the date of this conveyance shall be conducted by the GRANTOR. The GRANTEE, its successors, transferees, and assigns, hereby grant to the GRANTOR a right of access to the property in any case in which a response or corrective action is found to be necessary on adjoining property.

(18). GRANTEE, upon observing the covenants and conditions imposed in this Quitclaim Deed, may peaceably and quietly possess and enjoy the property free from any interference or disturbance other than as set forth in those covenants and commitments by the GRANTOR. Should any future action by the GRANTOR or persons acting at the direction of the GRANTOR, specifically including any actions taken pursuant to the covenants and commitments set forth in this Quitclaim Deed, substantially interfere with the GRANTEE's quiet use and enjoyment of the property, the GRANTEE, its successors, transferees, or assigns, and their contractors may seek recourse against the GRANTOR for any actual loss which such parties establish they have sustained solely as a result of the actions of the GRANTOR or persons acting at the direction of the GRANTOR. This covenant shall not be construed to provide a basis for any claims to compensation by such parties arising out of the actions of any entity other than the GRANTOR or persons acting at the direction of the GRANTOR.



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

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed this 29th day of April, 2003.

UNITED STATES OF AMERICA
BY: Gerald G. Boyd
TITILE: Manager

Signed and sealed in the presence of:

Charles Cop
Notary Public

My commission expires:

3.1.04

STATE OF TENNESSEE, ROANE COUNTY
I, or we, hereby swear or affirm that the actual consideration for this transfer ~~is the value of the property or interest in property transferred, whichever is greater in amount~~ is \$0.00 which amount is equal to or greater than ~~the amount of the property of interest in property transferred would command at a fair voluntary sale.~~

Katy Kates
Subscribed and sworn to before me this the 1 day of May 2003

Marlene H. Hester
REGISTER OF DEEDS
ROANE COUNTY, TN



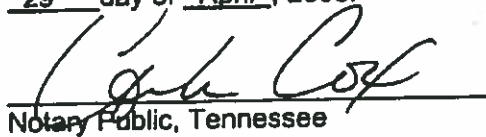
STATE OF TENNESSEE)
)
COUNTY OF ROANE)

Personally appeared before me Andrea Cox, a Notary Public of the State and County aforesaid, Gerald G. Boyd with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Manager 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.

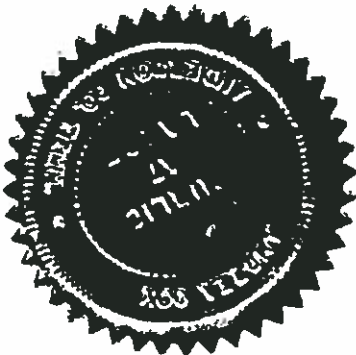
Witness my hand, at office, this 29th day of April, 2003.


(Notary's Signature)

Sworn to and subscribed before me this 29th day of April, 2003.

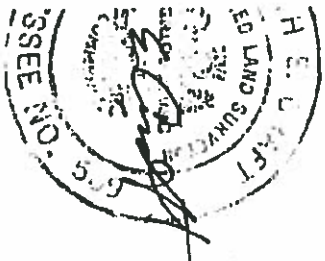

Notary Public, Tennessee

My Commission Expires:
3.4.04



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Survey

By that this a category 1 survey and the ratio of precision stated survey is to 10,000 as shown hereon. This survey was in accordance with The Standards of Practice for Land Surveyors of Tennessee.

S. Craft Term. Reg. No. 509

Feb 1, 2003

PREPARED BY:
BARGE, WAGGONER, SUMNER & CANNON
SUITE 500 1093 COMMERCE PARK DR.
OAK RIDGE, TENNESSEE 37830
PHONE: (865) 481-0496
JOB: 28948-02

<input type="checkbox"/>		
<input type="checkbox"/>	F	594579.31 2451556.33
<input type="checkbox"/>	G	594575.33 2450564.10
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<input type="checkbox"/>	N	597623.82 2454083.32
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	BK	DN22
	PG	295

DEPARTMENT OF ENERGY
OAK RIDGE RESERVATION, TN
FEE CONVEYANCE, PORTION OF LEASE PARCEL
ED-1 TO HORIZON CENTER, LLC
(GRANTOR RESERVED ACCESS)

DATE: MARCH 2003

EXHIBIT "A-2"

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

USES OF PROPERTY

The developable acreage of the parcel may be used for the following activities:

- a. Light and heavy manufacturing and processing plants;
- b. Research and development facilities;
- c. Warehousing and wholesaling facilities;
- d. Public or semipublic uses, including utility structures;
- e. Offices;
- f. Service industries.

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

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

**(Attached through reference; on file in records of both GRANTOR and GRANTEE
and in records of Roane County, Tennessee.)**

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**EXHIBIT "D"
TO QUITCLAIM DEED
BETWEEN
DEPARTMENT OF ENERGY
AND
HORIZON 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).

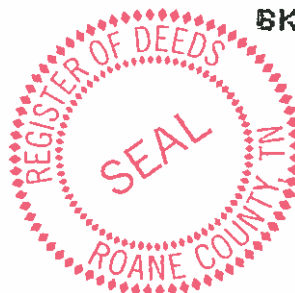
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EXHIBIT "E"
TO QUITCLAIM DEED
BETWEEN
DEPARTMENT OF ENERGY
AND
HORIZON CENTER, LLC

INDEMNIFICATION

- I. INDEMNIFICATION LANGUAGE** – As provided by law, applies to GRANTEE and any successor, assignee, transferee, lender or lessee.
- A.** Except as provided in Item I.B. and subject to Item II., DOE hereby holds harmless and indemnifies GRANTEE 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 10 CFR 770.4 shall apply to the terms used in these provisions.

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This Instrument Prepared By:
G. Mark Mamantov, Attorney
BASS, BERRY & SIMS PLC
1700 Riverview Tower
900 South Gay Street
Knoxville, Tennessee 37902

BK/PG:1106/908-926

05002909

19 FEB : AL - QUITCLAIM DEED	
SEARCH BATCH: 20367	
03/30/2005 - 10:30 AM	
VALUE	0.00
MORTGAGE FEE	0.00
TRANSFER TAX	0.00
RECORDING FEE	95.00
LP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	97.00
STATE OF TENNESSEE, ROANE COUNTY	
MARLENE HENRY	
REGISTER OF DEEDS	

QUITCLAIM DEED

THIS INDENTURE, made this 31st day of March, 2005, between:

HORIZON CENTER, LLC, a limited liability company organized under the laws of the State of Tennessee,

First Party, and

THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF OAK RIDGE, TENNESSEE, a public nonprofit corporation organized under the laws of the State of Tennessee,

Second Party,

WITNESSETH: that said First Party, for and in consideration of the sum of ONE DOLLAR (\$1.00) cash and other good and valuable considerations to in hand paid by Second Party, the receipt and sufficiency of which is hereby acknowledged, has quitclaimed and does hereby quitclaim unto the said Second Party the following described premises:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A AND MADE A PART HEREOF.

THIS CONVEYANCE is made subject to applicable easements, restrictions and building set back lines of record or as otherwise may exist.

TOGETHER with all the estate, right, title and interest of the First Party therein, with the hereditaments and appurtenances thereto appertaining releasing all claims therein.

In this instrument in every case the plural shall include the singular and vice-versa and each gender the others.

*Map 21
Parcel 2*

IN WITNESS WHEREOF, this instrument has been executed on behalf of First Party by its duly authorized officer on the day and year first above written.

HORIZON CENTER, LLC

By: [Signature]
Title: Chief Manager

STATE OF TENNESSEE)
COUNTY OF Anderson)

Personally appeared before me the undersigned authority, a Notary Public in and for said City and in said state, Lawrence T. Young, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Chief Manager of HORIZON CENTER, LLC, the within named bargainer, a limited liability company, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Chief Manager.

Witness my hand and official seal at office, this 29th day of March, 2005.

My Commission Expires:

July 1, 2008

Sandra Y. Green
Notary Public



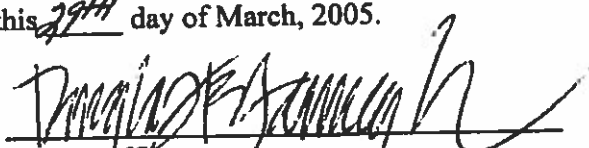
Name and address of property owner:

The Industrial Development Board of the City of Oak Ridge, Tennessee
c/o The Oak Ridge Chamber of Commerce
1400 Oak Ridge Turnpike
Oak Ridge, Tennessee 37830

The property will be exempt from taxes while held by property owner.

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater is \$1.00.

Subscribed and sworn to before me, this 29th day of March, 2005.



Affiant



Notary Public

My Commission Expires:

July 1, 2008

