

Annual Assessment of the Effectiveness of Institutional Controls at the Mound, Ohio, Site, Miamisburg, Ohio

June 2020



U.S. DEPARTMENT OF
ENERGY

Legacy
Management

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- Appendix A Annual Assessment Checklist with Supporting Documents
- Appendix B Property Information
- Appendix C Information on T Building Rooms with Special IC Areas
- Appendix D 2012 Core Team IC Guidance
Form: Request for Regulatory Approval of New Site Activity
- Appendix E Aerial Photo with ROD Parcel Boundaries, March 2016

Abbreviations

CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CRP	Comprehensive Reuse Plan
DOE	U.S. Department of Energy
EM	Office of Environmental Management
EPA	U.S. Environmental Protection Agency
ES	Environmental Summary
FYR	five-year review
IC	institutional control
LM	Office of Legacy Management
LMS	Legacy Management Support
LTS&M Plan	Long-Term Surveillance and Maintenance Plan
LW	limited warranty
MDC	Mound Development Corporation (formerly MMCIC)
MMCIC	Miamisburg Mound Community Improvement Corporation
NPL	National Priority List
ODH	Ohio Department of Health
ODNR	Ohio Department of Natural Resources
Ohio EPA	Ohio Environmental Protection Agency
O&M Plan	Operations and Maintenance Plan
OSW	Operational Support West
OU	Operable Unit
PFAS	per- and polyfluoroalkyl substances
QC	quitclaim
RCRA	Resource Conservation and Recovery Act
ROD	Record of Decision

1.0 Introduction

This report documents the U.S. Department of Energy (DOE) Office of Legacy Management (LM) 2020 annual assessment of the effectiveness of sitewide institutional controls (ICs) for the entire Mound, Ohio, Site¹ in Miamisburg for the period from May 1, 2019, to April 30, 2020.

ICs, which are part of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) remedies for the site, are nonengineered instruments, such as administrative and legal controls, that help minimize the potential for human exposure to contamination, protect the integrity of the remedy, or both.

After the site was placed on the National Priorities List (NPL), the DOE Office of Environmental Management (EM) remediated the site according to CERCLA Section 120(h) requirements for property transfer as an industrial or commercial use site. LM is responsible for long-term surveillance and maintenance. The annual IC assessment process and this IC assessment report follow requirements in three LM documents that make up the Long-Term Stewardship Plan for the Mound site:

- *Operations and Maintenance Plan for the U.S. Department of Energy Mound, Ohio, Site* (DOE 2015c), hereafter referred to as the Operations and Maintenance Plan (O&M Plan)
- *Long-Term Surveillance and Maintenance Plan for the U.S. Department of Energy Mound, Ohio, Site* (DOE 2015b), hereafter referred to as the Long-Term Surveillance and Maintenance Plan (LTS&M Plan)
- *Community Involvement Plan for the U.S. Department of Energy Mound, Ohio, Site* (DOE 2015a)

The Mound site ICs are defined in the Records of Decision (RODs) and the CERCLA 120(h) Summary Notice of Hazardous Substances Environmental Summaries (ESs) described in Section 4.0 (Table 1) of this report. The ICs were developed by EM with input from the public; the City of Miamisburg, Ohio (City); the U.S. Environmental Protection Agency (EPA); the Ohio Environmental Protection Agency (Ohio EPA); the Ohio Department of Health (ODH); and the Mound Development Corporation (MDC) (formerly named the Miamisburg Mound Community Improvement Corporation [MMCIC]).

Although not an IC, groundwater monitoring is required by CERCLA remedies for some land parcels. The groundwater monitoring information for the Phase I (A, B, and C) Parcel and Parcels 6, 7, and 8 is presented in an annual groundwater monitoring report due June 13 of each year. The groundwater monitoring information for Operable Unit 1 (OU-1) in Parcel 9 is included in LM Environmental Restoration monthly reports.

The annual IC site walkdown that includes the Technical Building (T Building) special IC areas was delayed due to the COVID-19 travel and work restrictions imposed by Ohio and LM. Copies of the COVID-19 related LM, EPA, and Ohio correspondence are in Attachment A. The results

¹ The Mound site has also been called the Mound Laboratory, Mound Laboratories, the Mound Plant (EPA ID OH6890008984), the USDOE Mound Plant, the Mound Facility, the USDOE Mound Facility, the Miamisburg Environmental Management Project (MEMP), and the Miamisburg Closure Project (MCP). Currently, LM uses “Mound, Ohio, Site” as the formal name of the site.

of the annual IC walkdown will be published in an addendum to this IC report. Because LM continually observed site activities and communicated with MDC and the City throughout the period evaluated, there is sufficient information available to complete the annual assessment and publish the final report.

The 2020 annual IC assessment determined that the ICs continue to function as designed, adequate oversight mechanisms are in place to identify possible violations of ICs, and adequate resources are available to correct or mitigate any problems if violations occur. There were no recommendations from this assessment.

2.0 Period of Review

This annual assessment covers the period from May 1, 2019, to April 30, 2020.

3.0 Scope of Assessment

The ICs cover the entire area within the 1998 Mound Plant property boundary outlined in red in Figure 1. The onsite ROD parcels are outlined in purple.

The former Burn Area that was remediated under the Resource Conservation and Recovery Act (RCRA) is within the Mound Plant property boundary. In April 2016, Ohio EPA's RCRA organization recorded its decision to not continue a separate Ohio EPA IC inspection of the former Burn Area at the Mound site, as documented in the letter in Appendix A. This letter advised LM that Ohio EPA will rely on the LM annual IC assessment to verify compliance with the RCRA ICs, which are the same as the CERCLA ICs for that area of the Mound site. LM includes the Ohio EPA RCRA program supervisor in the distribution list for this annual CERCLA IC assessment report.

The Mound NPL Site is comprised of eight (8) parcels, one of which (former Miami-Erie Canal, known as Operable Unit 4 [OU-4]) was not on DOE-owned property. The annual IC assessments do not include this offsite OU-4 area west of the site outlined in gold in Figure 1 because this area was remediated and free released with no use restrictions or ICs.

Figure 2 is a February 2016 aerial photo showing the entire site looking north. Appendix E contains a March 2016 legal-size aerial photo showing the ROD boundaries. Aerial photos are normally taken during each CERCLA five-year review (FYR). The next FYR will be in 2021.

LM submits the annual IC assessment report to EPA and Ohio EPA no later than June 13 of each year. All annual assessment reports are available on the LM Mound webpage (<https://www.lm.doe.gov/land/sites/oh/mound/mound.htm>).

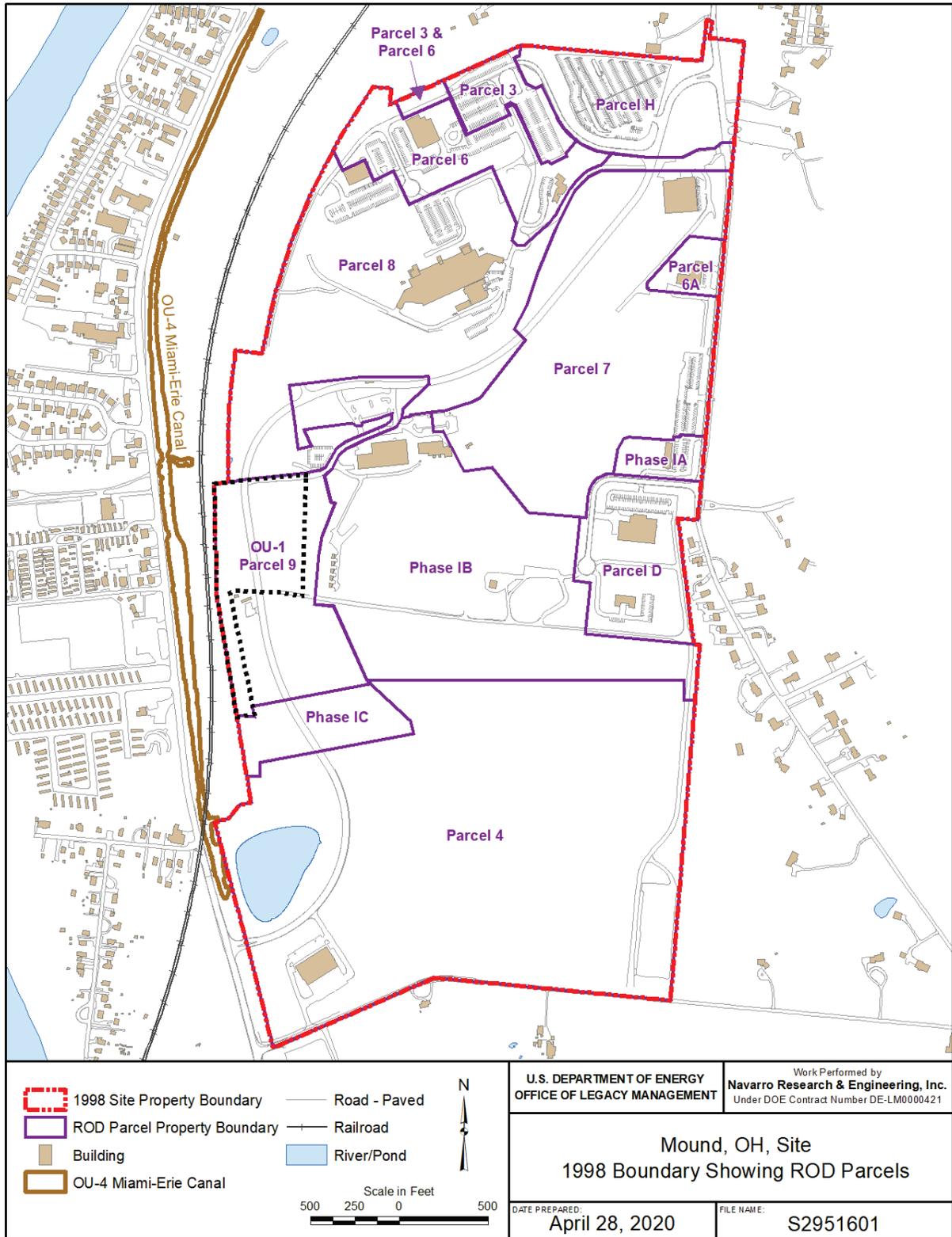


Figure 1. 1998 Mound Plant Property Showing the ROD Parcels

4.0 CERCLA Remedy Documents

Table 1 lists the eight Mound NPL site RODs with the ROD and ES titles and their approval dates. All of these documents are available on line at https://www.lm.doe.gov/CERCLA_Home.aspx.

The RODs define the CERCLA remedies including the sitewide ICs. The Parcel 6, 7, and 8 ROD includes special ICs specific to the former T Building.

The ESs document that the parcel meets the requirements of CERCLA 120(h) for property transfer. The offsite OU-4 area was remediated and free released with no use restrictions or ICs, therefore, did not require an ES.

Table 1. Mound Site ROD and CERCLA 102(h) ES Information

ROD Parcel ID	Document	Approval Date
D	<i>Record of Decision for Release Block D, Mound Plant, Miamisburg, Ohio, Final (DOE 1999c)</i>	February 1999
	<i>CERCLA 120(h) Summary Notice of Hazardous Substances, Release Block D, Mound Plant, Miamisburg, Ohio, Final (DOE 1999a)</i>	February 1999
H	<i>Record of Decision for Release Block H, Mound Plant, Miamisburg, Ohio, Final (DOE 1999d)</i>	June 1999
	<i>CERCLA 120(h) Summary Notice of Hazardous Substances, Release Block H, Mound Plant, Miamisburg, Ohio, Final (DOE 1999b)</i>	July 1999
3	<i>Parcel 3 Record of Decision, Mound Plant, Miamisburg, Ohio, Final (DOE 2001b)</i>	September 2001
	<i>Parcel 3 Environmental Summary, CERCLA 120(h) Summary Notice of Hazardous Substances, Mound Plant, Miamisburg, Ohio, Final (DOE 2001a)</i>	September 2001
4	<i>Parcel 4 Record of Decision, Mound Plant, Miamisburg, Ohio, Final (DOE 2001d)</i>	February 2001
	<i>Parcel 4 Environmental Summary, CERCLA 120(h) Summary Notice of Hazardous Substances, Mound Plant, Miamisburg, Ohio, Final (DOE 2001c)</i>	March 2001
6, 7, 8 (includes former Parcel 6A)	<i>Parcels 6, 7, and 8 Record of Decision, Miamisburg Closure Project, Miamisburg, Ohio, Final (DOE 2009a)</i>	August 2009
	<i>Parcels 6, 7, and 8 Environmental Summary, CERCLA 120(h) Summary Notice of Hazardous Substances, Final (DOE 2010)</i>	August 2010
9 (OU-1 and expanded area)	<i>Operable Unit 1 Record of Decision, Final (DOE 1995)</i>	June 1995
	<i>Parcel 9 Environmental Summary, CERCLA 120(h) Summary Notice of Hazardous Substances, Final (DOE 2011b)</i>	August 2011
	<i>Amendment of the Operable Unit 1 Record of Decision, U.S. Department of Energy, Mound Closure Project, Final (DOE 2011a)</i>	August 2011
	<i>Environmental Covenant, Parcel 9 (DOE 2012) (Recorded as Special Instrument Deed 2012-00004722 with Montgomery County Ohio)</i>	January 2012
Phase I (A, B, C)	<i>Phase I Record of Decision, Miamisburg Closure Project, Final (DOE 2003b)</i>	July 2003
	<i>Phase I Environmental Summary, CERCLA 120(h) Summary Notice of Hazardous Substances, Miamisburg Closure Project, Final (DOE 2003a)</i>	December 2003
OU-4	<i>Miami-Erie Canal Record of Decision, Miamisburg Closure Project, Final, Revision 0 (DOE 2004)</i>	September 2004
	OU-4, located on City of Miamisburg property, was remediated to an unlimited use end state. No ES was required or issued.	

As the former Mound site property transferred from DOE to MDC for commercial or industrial reuse, MDC platted the site into MATC sections 1 through 5 with new real estate lots and Montgomery county parcel identification numbers (Parcel IDs). The county parcel boundaries are different than the CERCLA ROD parcel boundaries. Each ROD parcel area on Figure 1 is covered by a specific ROD that documents the remedy of that area regardless of the county parcel IDs.

The Mound site ICs run with the land in the form of: (1) restrictions and covenants in the quitclaim (QC) deeds or (2) activity and use limitations in the Parcel 9 Environmental Covenant (DOE 2012) filed with Montgomery County, Ohio, so that all future property owners will know about the deed restrictions. Table 2 summarizes the final ROD parcel identifications (ID numbers, dates, remedies, legal instruments, and IC objectives).

Table 2. Summary of RODs, Remedies, ICs, and Legal Instruments

Parcel	Former ID or other names	ROD Date	Remedy	Objectives of ICs	Legal Instruments
D	Release Block D	1999	ICs	Prohibit the removal of soil. Prohibit the use of groundwater. Restrict land use to industrial/commercial only.	EM to MMCIC (now MDC) QC deed 09-00011643 This deed: <ul style="list-style-type: none"> Replaced existing deeds for Parcels 3, 4, D, and H that had been previously transferred. Combined Parcels 3, 4, D, and H with Phase 1 (A, B, and C) parcel deed when that parcel transferred in 2009.
H	Release Block H	1999	ICs	Prohibit the removal of soil. Prohibit the use of groundwater. Restrict land use to industrial/commercial only.	
3	None	2001	ICs	Prohibit the removal of soil. Prohibit the use of groundwater. Restrict land use to industrial/commercial only.	
4	South property	2001	ICs	Prohibit the removal of soil. Prohibit the use of groundwater. Restrict land use to industrial/commercial only.	
Phase 1	A	2003	ICs and MNA	Prohibit the removal of soil. Prohibit the use of groundwater. Restrict land use to industrial/commercial only.	
	B				
	C				

Table 2. Summary of RODs, Remedies, ICs, and Legal Instruments (continued)

Parcel	Former ID or other names	ROD Date	Remedy	Objectives of ICs	Legal Instruments
6 and 6A	Parcels 6, 7, and 8	2010	ICs and MNA	Prohibit the removal of soil. Prohibit the use of groundwater. Restrict land use to industrial/commercial only. Prohibit the removal of concrete floor material in specified rooms of T Building. Prohibit the penetration of concrete floor material in specified rooms of T Building.	EM to MDC 955 Mound Road (126): QC Deed 12-00083743 LM to MDC MATC Section 2 Plat 2 QC deeds for 2 county parcels containing 930 Capstone Drive (45): QC Deed 17-00045599 885 Mound Road (61): QC Deed 17-00055321
7					MATC Section 3 Plat 1 QC deed for 3 county parcels containing 460 Vantage Point (OSW) and 480 Vantage Point (OSE) Buildings and parcel on north hillside: QC Deed 18-00006246
8					MATC Section 4 Plat 1 QC deed for 1 county parcel containing 945 Capstone Drive (T Building): QC Deed 19-00028127 MATC Section 5 Plat 1 QC deed for 5 county parcels containing 965 Capstone Drive (COS) the balance of Parcels 6, 7, and 8 and the northern part of Parcel 9: QC Deed 19-00061640
9	OU-1	1995 and 2011 amend.	ICs; collection and treatment of contaminated groundwater and disposal of treated water; long-term groundwater monitoring	Prohibit the removal of soil. Prohibit the use of groundwater. Restrict land use to industrial/commercial only.	MATC Section 5 Plat 1 QC deed for 5 county parcels containing the balance of Parcels 6, 7, and 8 and the northern part of Parcel 9: LM to MDC QC Deed 19-00061640 Environmental Covenant:(DOE 2012) EM filed as Special Instrument (Deed) 12-00004722 on January 24, 2012. Although the county filing referenced the entire original Mound site boundary lots, this EC only applies to Parcel 9. EC covers the 4 LM-owned parcels in OU-1 area
OU-4	Miami-Erie Canal	2004	No action	Not applicable	None required

Notes:

Legal instruments are filed by instrument number (QC or SI) on the Montgomery County recorder's website at <http://public.mcrecorder.org/external/User/Login.aspx?ReturnUrl=%2fexternal>.
 MATC Sections 1-5 Plat numbers are shown in Table B-3 in Appendix B.

Abbreviations:

MATC = Mound Advanced Technology Center
 MNA = monitored natural attenuation
 OSE = Operational Support East
 OSW = Operational Support West
 QC = quitclaim

Section 9.1.4 and Appendix B provide details from Montgomery County Auditor's property records, county parcel IDs, property ownership status, and other agreements relating to property ownership.



Figure 2. Mound Site Looking North (February 2016)

5.0 Institutional Controls

5.1 Overview

ICs are an important component of the CERCLA remedies selected for the Mound site. EPA defines ICs as nonengineered instruments, such as administrative and legal controls, that help minimize the potential for human exposure to contamination, protect the integrity of the remedy, or both.

The DOE remediated the Mound site property to EPA's risk-based standards for industrial or commercial use. Because the site is not approved for unlimited use, ICs were imposed as part of the CERCLA remedy defined in each ROD listed in Table 1. OU-4 has no ICs or use restrictions. The Mound ICs were developed using the CERCLA process that included input from the public, the City of Miamisburg, regulators and MDC.

The Mound site ICs run with the land in the form of: (1) restrictions and covenants in the QC deeds or (2) activity and use limitations in the Parcel 9 Environmental Covenant (DOE 2012) with Montgomery County, Ohio, so that all future property owners will know about the deed restrictions.

Additional information on ICs can be found in the EPA publication *Institutional Controls: A Citizen's Guide to Understanding Institutional Controls at Superfund, Brownfields, Federal Facilities, Underground Storage Tanks, and Resource Conservation and Recovery Act Cleanups* (EPA 2005).

5.2 Mound Site ICs

There are four sitewide ICs and two building-specific ICs. Those ICs:

1. Prohibit the removal of soil from within the original DOE Mound site property boundaries without prior written approval from EPA, Ohio EPA, and ODH. See Section 5.4 for exceptions.
2. Prohibit the extraction or consumption of, exposure to, or the use in any way of the groundwater underlying the site without prior written approval from EPA and Ohio EPA.
3. Maintain industrial or commercial land use and prohibit residential land use. Each parcel ROD identifies the land uses that will not be permitted, but the list is not all-inclusive. For example, parcels may not be used for any residential or farming activities or for any activities that could result in the chronic exposure of children less than 18 years of age to soil or groundwater from the premises. Restricted uses include:
 - Single- or multi-family dwellings or rental units.
 - Daycare facilities.
 - Schools or other educational facilities for children less than 18 years of age.
 - Community centers, playgrounds, or other recreational or religious facilities for children less than 18 years of age.
4. Allow site access for federal and state agencies for the purpose of sampling and monitoring.
5. Prohibit the removal of concrete floor material from specified rooms of T Building to offsite locations without prior written approval from EPA, Ohio EPA, and ODH (see Appendix C and Section 5.3.1).
6. Prohibit the penetration of concrete floors in specified rooms of T Building without prior written approval from EPA, Ohio EPA, and ODH (see Appendix C and Section 5.3.1).

5.3 Mound Site Core Team IC Guidance Documents

5.3.1 IC Guidance for Special IC Areas in the T Building

Appendix C of this IC assessment report provides information on the T Building special IC areas, a floor plan (Figure C-1) that clearly shows the special IC areas, and the *T Building Special IC Areas Core Team Agreement and Position Paper* (DOE 2009b). Appendix C also includes the 2010 baseline photos of each room covered by the special ICs.

5.3.2 General IC Guidance including Soil Removal

Appendix D of this IC assessment report contains the *Core Team IC Guidance Including Soil Removal*, September 12, 2012. This guidance document provides additional detail and clarity to

the ICs, and it includes an example form, *Request for Regulatory Approval of New Site Activity*, for new site activities not generally covered by the ICs.

5.4 Areas Exempted from Soil-Removal Restriction IC

The original Mound plant boundary along Mound and Benner Roads extends to the center lines of those roads. The areas shown in red on Figure 3 were exempted from the soil removal IC restriction in the QC deeds. In the figure and in the QC deeds, the term “excepted” is a synonym of “exempted.” The RODs and QC deeds contain parcel-specific deed-restriction language.

These RODs and other CERCLA administrative record documents are available in the CERCLA Public Reading Room and electronically on the LM Mound website at:
<https://www.lm.doe.gov/land/sites/oh/mound/mound.htm>.

The QC deeds for two areas along Mound Road did not include the soil removal IC exemption language for areas to the center line of the road. This was noted in the 2016 annual inspection report and is being addressed by LM. (see Table 3). Unless soil removal IC exemption language is added to the real property record for those two properties, the entire property is subject to that restriction, including work performed to the center-line of Mound Road. The City of Miamisburg manages all public roads and is aware of the CERCLA soil removal IC that pertains to these two areas along Mound Road.

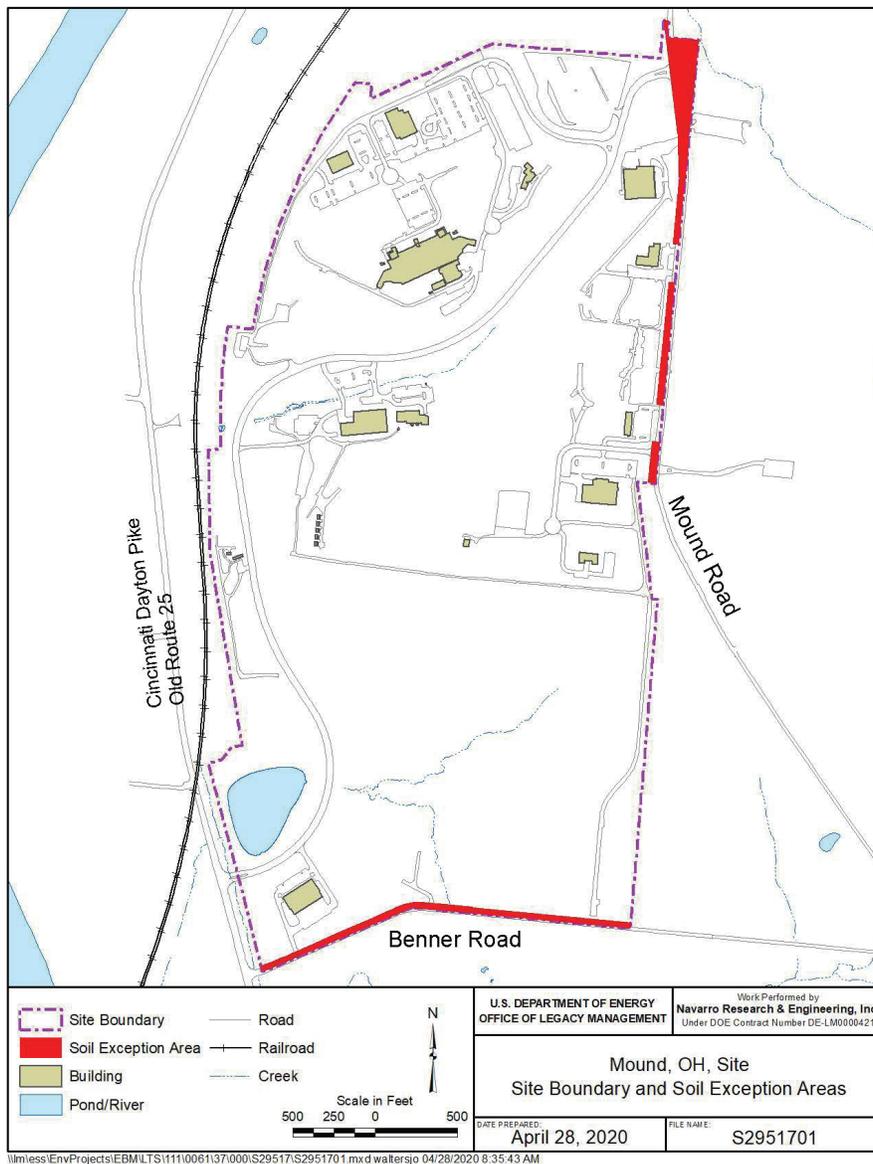


Figure 3. Mound Site Boundary and Soil-Removal Exception (Exemption) Areas on Mound and Benner Roads

6.0 IC Assessment 2020 Process

To evaluate changes in the site during the review period that could verify compliance with ICs or indicate a potential IC violation, the IC assessment process includes the following:

- Completion of a site and T Building IC inspection checklist included in Appendix A of the annual report.
- Review of status of previous IC assessment and CERCLA FYR recommendations.
- Periodic physical inspections of the site, including photos of changed conditions potentially related to ICs (e.g., excavation activities, new construction).

- Reviews of City of Miamisburg permit database for onsite properties to examine changed conditions:
 - Permits, including building, street opening, and occupancy
 - Planning commission records
 - Zoning modifications
 - Requests for approvals of parking lots and other changes that do not require City permits
- Reviews of any IC-related requests to the regulators to approve other land uses, soil removal, groundwater use, and penetration and/or removal of concrete in T Building as noted in sample Request for Regulatory Approval of New Site Activity forms (see Section or Appendix D)
- Searches of Montgomery County, Ohio, property records to determine if property ownership has changed.
- Searches of the Ohio Department of Natural Resources (ODNR) website and the posted well-drilling information to determine if unauthorized wells were drilled onsite.
- An annual IC site walkdown with representatives from EPA, Ohio EPA, ODH, MDC, and the City of Miamisburg. The 2020 walkdown was postponed because of COVID-19 federal and state restrictions. It will be completed after the 2020 annual IC report is published, and results will be published in an addendum to the 2020 annual report.
- Discussions with property owners or their representatives to review the ICs, to answer any questions, and to verify property owners' compliance with the ICs. Currently, LM requests the owners read, sign and return the Mound Site Property Owners IC Compliance Form. Copies of completed forms are included in Appendix A.
- Preparation, publication, and distribution of this report to regulators.
- Posting of the report on the LM Mound site webpage in the Site Documents and Links on <https://www.lm.doe.gov/Mound/Documents.aspx>.
- Posting of a public notice in the *Dayton Daily News* that describes the ICs, summarizes results of the annual assessment, and advises that the report is available on the LM webpage.

7.0 Status of Previous Recommendations

7.1 Annual Assessments

7.1.1 2019 Annual Assessment

The 2019 annual assessment, *Annual Assessment of the Effectiveness of Institutional Controls at the Mound, Ohio, Site, Miamisburg, Ohio* (DOE 2019a), concluded that the Mound site ICs functioned as designed, adequate oversight mechanisms were in place to identify possible violations, and adequate resources were available to correct or mitigate any problems if a violation were to occur.

There were no recommendations from the 2017, 2018, or the 2019 annual assessment.

7.1.2 Previous Annual Assessments

The status of recommendations from the 2016 annual assessment is detailed in Table 3.

Table 3. Status of Issues and Recommendations from Previous IC Assessments

Origin	Issue/ Recommendation	Responsible	Status
2016 Annual IC Assessment Report (DOE 2016a)	Clarify that onsite roadways transferred to the City of Miamisburg remain covered by the site ICs. Consider issuing a City procedure that will ensure any repairs of the roads or adjacent utility corridors within the right-of-way comply with the ICs.	MDC/City	COMPLETE—Special Zoning District— Miamisburg City Council approved Ordinance 6818 Special Zoning District for the Mound Business Park, MB-1, at November 19, 2019 meeting. New zoning became effective on December 19, 2019. MB-1 references the CERCLA ICs, and the zoning district covers the entire Mound Business Park including the onsite roads. COMPLETE—City Permits— City has agreed to ask city permit applicants if work will occur on the Mound Business Park, including work to center line of Mound and Benner Road for those properties that border these roads. If applicants answer Yes, the City would provide applicant an LM fact sheet on Mound CERCLA ICs and an LM point of contact.
	Clarify that the two areas to the center line of Mound Road in Phase I (now Mound Cold War Discovery Center) and BOI (now Sharpstone GoKeyless) Tract 2 are exempted from the soil-removal IC.	LM/EPA	IN PROCESS LM provided a draft release form to regulators that would add the soil-removal IC exception language to the real property record at Montgomery County, Ohio. If regulators concur, LM would record release with the county. NOTE: Sharpstone GoKeyless transferred their right of way parcel (Tract 2) to the City of Miamisburg.

7.2 2016 Fourth CERCLA Five-Year Review

7.2.1 Summary

The annual IC assessments also include a review of the status of previous CERCLA FYR recommendations. The *Fourth Five-Year Review for the Mound, Ohio, Site, Miamisburg, Ohio* (DOE 2016b) determined that the IC remedies for Parcels D, H, 3, and 4 and the IC portion of the remedies for Parcels 6, 7, and 8; Phase I (A, B, and C); and Parcel 9 are functioning as intended and are protective of human health and the environment.

The 2016 FYR report also stated that further actions are required regarding evaluation of the potential for complete exposure pathways for both vapor intrusion and per- and poly-fluoroalkyl substances (PFASs) in order for the remedies to be protective in the long term.

7.2.2 Recommendations

There were two recommendations from the 2016 FYR. Both of these recommendations are complete as detailed in Table 4.

Table 4. Status of Issues from 2016 CERCLA Five-Year Review

Origin	Issue/ Recommendation	Responsible	Corrected or Current Status
2016 FYR Report (DOE 2016b)	Vapor Intrusion Assessment: It is recommended that an assessment of current site data be performed to evaluate if possible exposure pathways are or could be present that would result in potential exposure in existing and future buildings and structures at the Mound site as outlined in the Office of Solid Waste and Emergency Response Technical Guide (EPA 2015). The assessment will prioritize areas with existing buildings and may include indoor air quality testing as well as sampling of subsurface vapors in or near existing buildings. If additional work is warranted, this assessment will include a proposal for additional work and associated schedule. If it is determined during this assessment that conditions exist that may pose a health risk to building occupants, the Mound Core Team will be contacted immediately, and a course of action will be developed.	LM	Completed and closed. <i>Vapor Intrusion Assessment: Phase I Preliminary Screening and Conceptual Model for the Mound, Ohio, Site</i> (LMS/MND/S15736) dated March 2019 (DOE 2019b). The assessment report was approved by Ohio EPA on April 3, 2019, and by EPA on April 4, 2019.
2016 FYR Report (DOE 2016b)	PFAS Assessment: It is recommended that the results of the PFAS research be presented, along with a written summary, to the Mound Core Team.	LM	Completed and Closed. <i>A Summary of the Per- or Polyfluorinated Alkyl Substances Records Search for Indications of Use at the Mound, Ohio, Site</i> (LMS/MND/S15235) dated December 2016 (DOE 2016c). The summary report was approved by EPA on December 4, 2017, and by Ohio EPA on April 14, 2017.

8.0 Inspections

8.1 Overview

LM personnel and Navarro Research and Engineering, Inc. (Navarro), Legacy Management Support (LMS) contractor to LM, observed site activities during the review period from May 1, 2019 through April 30, 2020.

LM conducts a physical site walkdown with EPA, Ohio EPA, ODH, MDC and the City of Miamisburg as part of the IC assessment. As a result of the COVID-19 restrictions, this physical site walkdown was not conducted. LM expects to reschedule this walkdown after COVID-19 restrictions are lifted and will publish results of the walkdown via an addendum to this report. Even though the physical walkdown was not conducted, LM monitored the ICs throughout the year, and communicated with property owners, MDC, the City of Miamisburg, and the regulators in the spring of 2020 to ensure that the site remains in compliance with the ICs.

Section 8.2 describes the results of the preliminary inspections, and Section 8.2.3 describes the site walkdown. Appendix A contains the April 9, 2020 LM presentation to regulators, MDC and the City regarding preliminary inspection findings, a completed IC checklist, and associated inspection documents.

8.2 Preliminary Inspections

8.2.1 Sitewide

Preliminary inspections evaluate the status of previous recommendations; look for violations of ICs, such as soil removal from the boundary of the original Mound Plant site, groundwater well installation, and land use other than industrial or commercial; and review the physical conditions of groundwater monitoring wells and seeps.

8.2.1.1 MDC Construction Activities and Soil Staging Area

In August 2019 the Miamisburg City Planning Commission approved a plan to build a new parking lot and a two-story addition to the Excelitas Building at 1100 Vanguard Blvd. A copy of the approval letter is in Appendix A. Inspectors observed the completed asphalt parking lot. MDC also began construction of the building addition (Figure 4).



Figure 4. Excelitas Building Addition Construction Activities Observed

MDC designated an on-site soil staging area on Vanguard Blvd. for excess soil from the Excelitas construction project as shown in Figure 5. LM reviewed the planned soil staging map and advised MDC that the area did not contain any LM monitoring wells. The location of this staging area allowed the soil to remain onsite and therefore did not violate the soil removal IC.



Figure 5. MDC Soil Staging Area Circled in Yellow

8.2.2 T Building Special IC Areas

8.2.2.1 Background

The IC assessment inspections only cover the areas within T Building to which special ICs apply (i.e., survey units [SUs] 1C-06, 1C-07, 1C-08, 1C-09, 1C-10, 1C-11, 1C-12, 1C-15, 1C-16, 1C-21, 1S-10, and SYS-02A/B/C, as shown in Appendix C, Figure C-1). Survey units are shown in red lettering, and room numbers are shown in black lettering.

The special ICs for T Building prohibit: (1) the penetration of concrete in the areas covered with red concrete, identified as survey units 1C-10 and 1C-21, and (2) the removal of concrete in other areas, unless there has been prior approval from EPA, Ohio EPA, and ODH.

8.2.2.2 Condition of Sealed Cracks in the Red Concrete in T Building

In 2010, inspectors noted cracks in the red concrete covering floors in the special IC areas of T Building. That was the first year that Parcels 6, 7, and 8 were included in the annual IC assessment after the final ROD was issued. LM added closeup photographs of nine representative areas containing cracks in the 2012 annual IC assessment.

As discussed in the 2014 annual IC assessment report (DOE 2014), LM conducted extensive document and records reviews and interviews with individuals with historical knowledge of the T Building cleanup. LM concluded that the cracks were not a safety and health issue as long as the concrete remained structurally sound.

As a best management practice as the building owner, LM filled the cracks in February 2015 with ATC 100, which is a single-component, elastomeric sealant without free isocyanates or solvents (volatile organic compounds). During the IC assessments for 2015, 2016, 2017, 2018, and 2019, inspectors found that the filler appears to continue sealing the cracks.

LM discontinued taking closeup photographs of the cracks in the red concrete after the building transferred to private ownership in 2018. Appendix C contains the final LM photographs of the sealed cracks in areas A-I taken in 2018 and the product specification sheet for the ATC 100 filler. The T-Building property owner is aware that the annual LM assessment of ICs will include a physical inspection of the special IC areas, regardless of whether addition of new flooring obscures the concrete floor.

8.2.2.3 Inspection Results

Summary

The physical inspection of the T Building special IC areas has been postponed until after the COVID-19 restrictions have been lifted. LM will issue an addendum to this report containing those results.

IC inspectors were advised there were no activities in the special IC areas within T building during the review period.

8.2.3 General Site Observations

8.2.3.1 Signs Near Pond

Inspectors noted MDC signs that state “No Trespassing” at the pond. The pond is used for retaining and detaining stormwater runoff near the southwestern entry to the Mound Business Park property.

The MDC signs are not an IC. However, they inform the public not to trespass. Fishing in the pond is an example of trespass. Such land use would not be consistent with the ICs: recreational use is in the list of specifically restricted land uses. The Core Team agreed in 2011 on the following position regarding signage at the pond:

The second five-year review for the DOE Mound site recommended that the issue of adequate signage around the Parcel 4 retention basin be addressed by DOE, EPA, and Ohio EPA. Signs placed around the basin to inform area visitors that recreational use around the basin is prohibited have been damaged and removed on several occasions by members of the public.

After reconsidering the exposure assumptions that were used to develop the industrial commercial cleanup standards for the Mound site, DOE, EPA, and Ohio EPA have reached the conclusion that occasional visits to the retention pond by area residents will not result in an unacceptable risk to the visitors. Even so, DOE and the MDC will continue to monitor and discourage these unauthorized uses of the Parcel 4 retention basin area. No further action is required to assure protectiveness of human health or the environment.

Additional discussion on the signage near the pond is included in the *Core Team IC Guidance Including Soil Removal*, September 12, 2012, in Appendix D.

8.2.3.2 Other Items Noted During Assessment Including Non-IC-Related and Changed Conditions

Inspectors observed stakes identifying Ohio EPA soil gas sampling locations in the OU-1 area as shown in Figure 6. Ohio EPA was performing a test in this area with LM’s permission to determine if passive and active sampling technologies for vapor-forming chemicals yield similar results.



Figure 6. Stakes Identifying Ohio EPA Comparative Test Locations North of Trailer 16 in OU-1 Area

The wells and seeps that support the groundwater remedies appeared to be in good condition as shown in Figure 7. Although not an IC, LM currently inspects the condition of monitoring wells during the IC assessment.



Figure 7. Groundwater Monitoring Wells in OU-1 Area

8.2.4 Physical Inspection Results

There were no observations of noncompliance with the ICs in any ROD parcel for the Mound site. In particular, there was no evidence of unauthorized groundwater well installation, soil removal, or site activities inconsistent with industrial or commercial use within any ROD parcel.

8.3 Review of Preliminary Inspections and Site Walkdown

8.3.1 Presentation of Preliminary Inspection Results

Because the COVID-19 restrictions, LM presented the preliminary inspection results to the regulators, MDC, and the City of Miamisburg in a teleconference on April 9, 2020. Sue Smiley, LM Mound site manager, gave a presentation that defined the scope of the annual IC assessment and presented the results of the preliminary inspections. The presentation is included in Appendix A.

8.3.2 Site Walkdown

The site walkdown that LM normally conducts with EPA, Ohio EPA, ODH, MDC, and the City of Miamisburg as part of the IC assessment was not performed in April 2020 because of COVID-19 restrictions.

LM will reschedule the site walkdown after COVID-19 restrictions are lifted and will issue walkdown inspection results via an addendum to the 2020 annual IC report.

9.0 Record Reviews and Communications

9.1 Records Reviews

9.1.1 City of Miamisburg

9.1.1.1 Zoning

City Ordinance 6758 established the special zoning district for the Mound Business Park (MB-1) that limits the types of businesses allowed at the Mound Business Park. MB-1 was implemented on December 19, 2019. MB-1 mentions the CERCLA ICs, and that will help educate the public and add another layer of protection for IC compliance through a codified City ordinance. The City of Miamisburg advised that enforcement of ICs is LM's responsibility. The regulators also have ability to enforce ICs.

The text of MB-1 can be viewed at Part Twelve – Planning and Zoning Code, Title Six – Zoning, Chapter 1271 – MB-1 Mound Business Park at the webpage:

[http://library.amlegal.com/nxt/gateway.dll/Ohio/miamisburg_oh/parttwelve-planningandzoningcode/titlesix-zoning/chapter1271mb-1moundbusinessdistrict?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:miamisburg_oh\\$sanc=JD_Chapter1271](http://library.amlegal.com/nxt/gateway.dll/Ohio/miamisburg_oh/parttwelve-planningandzoningcode/titlesix-zoning/chapter1271mb-1moundbusinessdistrict?f=templates$fn=default.htm$3.0$vid=amlegal:miamisburg_oh$sanc=JD_Chapter1271).

The City's implementation of MB-1 zoning district for the Mound Business Park demonstrates the city's commitment to continued operation of the business park for industrial/commercial use only. Such land use is consistent with the CERCLA ICs.

9.1.1.2 Permits

In addition to the physical inspections for the annual assessment, LM reviews City of Miamisburg permit and City Planning Commission records to identify Mound site work that could involve compliance with Mound site ICs. LM reviews information from the City on building; electrical; heating, ventilation, and air conditioning; street opening; or other permits, zoning modification requests, and City Planning Commission requests.

Navarro personnel requested that the City of Miamisburg Engineering Department query the City's computer tracking system for permits and any city approvals issued for other activities at the Mound Business park from April 1, 2019, to March 31, 2020, to review for changed conditions. There were eight permit applications related to the Excelitas construction and one for a Flex Building partition.

The City has agreed to provide an LM IC informational sheet to contractors applying for permits for work to be performed in the MB-1 zoning district. A copy of the sheet, which includes LM contact information, is included in Appendix A.

The City of Miamisburg Planning Commission provided an approval letter to Miller Valentine Construction for the Excelitas building addition construction.

In general, the permit review process demonstrated that the City's recordkeeping system is adequate for LM to identify site activities that could affect IC compliance.

9.1.2 MDC

9.1.2.1 Reorganization

MDC reorganized in December 2019, eliminating the president position. The Administrative Services Manager is the only MDC employee, and she remains at the MDC office at Mound Business Park. The Miamisburg City Development Director has signature authority for MDC (e.g., can sign leases and property deeds).

9.1.2.2 Mound Business Park Management

MDC and all current and future property owners must ensure that contractors performing work, such as landscaping and utility work that involves excavation or construction, comply with the Mound site ICs. MDC manages maintenance through Turner Properties for areas owned by MDC, the City of Miamisburg, and all common areas. MDC provides a preconstruction package that includes a description of the CERCLA ICs. MDC includes the following language in the "Technical Requirements" section of its requests for proposal and subsequent work orders: "Excavated soils must be managed and remain on MDC property. Soils from excavation shall be placed at an onsite location, as directed by MDC."

MDC monitors the vendor's work and conformance with technical requirements.

MDC's *Comprehensive Reuse Plan Update* (MMCIC 2003) is available in the CERCLA Reading Room and online at <https://www.lm.doe.gov/mound/Sites.aspx>. To coordinate the movement of soil within the boundaries of the Mound site, the MDC Comprehensive Reuse Plan (CRP) included a sitewide soil-grading plan. The CRP was incorporated into the City's comprehensive plan, which is the basis for property zoning within Miamisburg city limits.

MDC completed platting the entire DOE Mound site property with the MATC Section 5 plat. MDC recorded the plat and the LM QC deed transferring five parcels with Montgomery County in November 2019. The QC deed included the ICs and the CERCLA 102(h) ES associated with Parcel 9. See Section 9.1.4 for details on property transfers during the review period.

MDC created a soil staging area for use during the Excelitas construction to comply with the soil removal IC. See Section 8.2.1.1 for more details.

9.1.3 Ohio Department of Natural Resources (ODNR) Well Log Registry

Because ICs prohibit the use of groundwater, LM reviews the ODNR webpage to identify any new wells onsite not related to LM groundwater monitoring. This effort will be more useful in the future when ownership of the entire site has been transferred or sold. LM maintains a crosswalk of LM well numbers and the corresponding ODNR identification numbers for future well verifications. This table is in an appendix to the LTS&M Plan (DOE 2015b). The table contains all the information that is currently available, but information on some of the older wells could not be located on the ODNR webpage.

Based on review of the ODNR log registry, LM did not identify any new wells on the Mound site during the 2020 review period.

9.1.4 Montgomery County Auditor Property Records: Platting, Transfers, Sales

This section describes the platting, property transfers, and property sales during this review period that were reported or found in the Montgomery County Auditor's property records. Appendix B contains tables with current building listings, property details, and documents relating to transactions during this review period.

9.1.4.1 Sharpstone (GoKeyless) Transferred Road Frontage Property to City

Sharpstone Investment Properties LLC transferred parcel K46 005001 0018 to the City of Miamisburg for the road right of way with QC Deed 2019-00045569 on August 23, 2019.

9.1.4.2 MDC Completed MATC Section 5 Plat for the Balance of Mound Site

MDC finalized the Section 5 Plat 2019-00058552 that created nine new Montgomery County parcels for the balance of the Mound site property within Parcels 6, 7, 8, and 9 on October 21, 2019.

9.1.4.3 LM transferred Five Parcels to MDC

LM transferred five parcels with lot numbers created in Section 5 plat to MDC with QC Deed 19-00061640 on November 5, 2019:

- K46 00503 0034 - Lot 8066
- K46 00503 0035 - Lot 8067
- K46 00503 0036 - Lot 8068
- K46 00503 0037 - Lot 8069
- K46 00503 0038 - Lot 8070

Since three lots, 8067, 8069, and 8070, contained areas of Parcel 9, LM notified Ohio EPA of that transfer.

9.1.4.4 Jen Skyline Sold Property to Montgomery County

Jen Skyline Inc. sold the former Operational Support West (OSW) Building that contains the Regional Dispatch Center to the Montgomery County Board of County Commissioners.

Table 5 lists the property transactions during this assessment period found in the Montgomery County, Ohio, property records.

Table 5. Summary of Property Transfers and Sales During Reporting Period

Date	Legal Document	Action
8-23-19	QC Deed 2019-00045569	Sharpstone Investment Properties LLC transferred parcel K46 005001 0018 to City of Miamisburg for the road right of way
10-21-19	Plat 2019 00058522	MATC Section 5 Plat for balance of property created nine new County parcels
11-4-19	QC Deed 2019 00061640	LM transferred five parcels to MDC
12-17-19	LW Deed 2019 00070585	Jen Skyline Inc. sold 460 Vantage Point (OSW) to Montgomery County Board of County Commissioners

Abbreviation: LW = limited warranty

Figure 8 provides the overall property ownership for the Mound site as of April 30, 2020. Details of individual parcels are included in the tables in Appendix B.

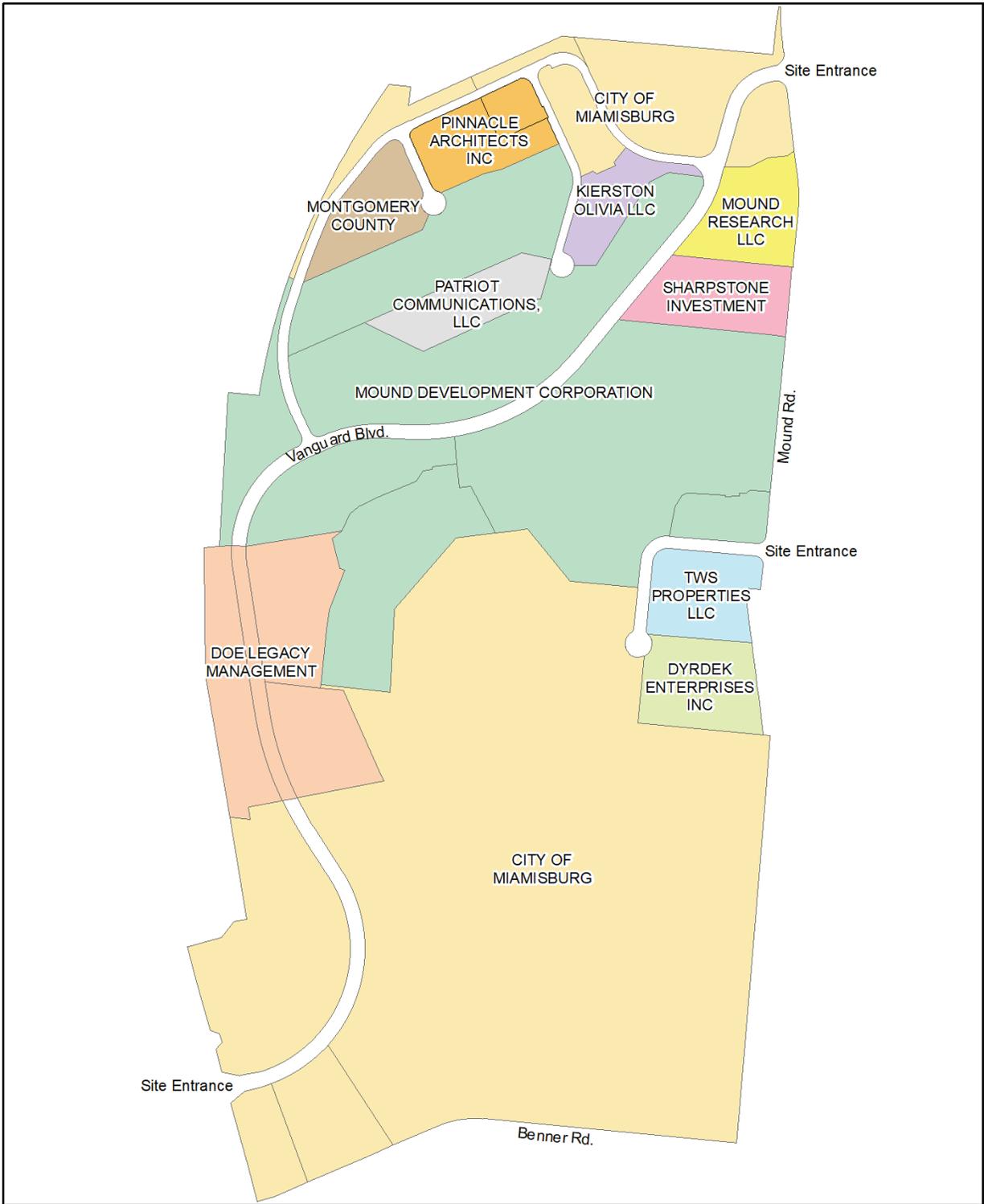
9.1.5 Property Agreements

9.1.5.1 LM and MDC

LM and MDC terminated the *U.S. Department of Energy Amendment Number 25 to the General Purpose Lease* (DOE 2017) on April 23, 2020, effective May 25, 2020. MDC no longer leases any property from LM. A copy of the LM letter to MDC is included in Appendix B.

9.1.5.2 MDC and City

City Ordinance 6393, April 16, 2013, included a Transfer Agreement that authorized the City Manager to enter into a property transfer agreement between the city and MDC. The agreement stated, "The City and MDC will each have the right to access the property as necessary for their own interests, but the City agrees to adopt rules as needed to prohibit the use of the property by the public generally." There were no transfers between MDC and the City of Miamisburg during this review period.



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Figure 8. Mound Site Property Ownership as of April 30, 2020

9.2 Communications with Property Owners

LM provides information on the Mound site ICs to all property owners each year during the IC assessment via a combination of email, phone or face-to-face meetings. LM reviews the purpose and legal requirements for the ICs to emphasize their importance and to maintain institutional awareness of all ICs. LM gives each owner the *Mound Site Landowners - Institutional Control Compliance Form* to complete and return.

On April 7, 2020, Sue Smiley, LM Mound site manager; Brian Zimmerman, LM alternate site manager; and Melissa Lutz and Joyce Massie, Navarro LMS team, met via teleconference with property owners Lorrie Huber, MDC; Captain Jay Wheeler, Montgomery County Sheriff's office; Jason Kerns representing Scott Thomae, Patriot Communications LLC; and Mark Sands, The Woodworking Shop (TWS Properties LLC), to review the ICs and the property owners' responsibilities. Ms. Smiley reviewed the Mound ICs and provided the *Mound Site Landowners - Institutional Control Compliance Form* for meeting participants to read and sign.

Eight property owners confirmed compliance either by email or by signed copies of 2020 compliance forms. All emails and signed forms are included in Appendix A. The current owners of the former Mound buildings 45 and 100 did not acknowledge requests by LM to confirm receipt of the *Mound Site Landowners – Institutional Control Compliance Form*.

LM and Navarro also met with City employees Chris Fine, development director; Ryan Homs, city planner; and Ellen Stanifer, environmental coordinator; via teleconference on April 6, 2020. Lorrie Huber, MDC administrative services manager, also attended the meeting. Participants discussed methods to assure future IC compliance when properties are sold and are therefore no longer under direct MDC oversight. Details regarding implementation of the new MB-1 zoning district were of special interest during the meeting. Details of the MB-1 are included in Section 9.1.1.1.

10.0 Conclusions and Recommendations

LM was unable to complete the site IC walkdown normally undertaken for the IC assessment because of state and federal COVID-19 restrictions implemented in March 2020. LM will reschedule the site IC walkdown with the regulators, MDC and the City when restrictions are lifted.

There is sufficient information available at this time to determine that the sitewide ICs for the Mound site continue to function as designed. Adequate oversight mechanisms appear to be in place to identify possible violations of ICs, and adequate resources are available to correct or mitigate any problems if violations occur.

There are no recommendations resulting from the 2020 IC assessment. LM will issue an IC report addendum documenting the site IC walkdown when it is completed and will include any additional information made available.

11.0 Contact Information

For further information on the content of this annual IC assessment report or the DOE Mound site property in general, contact:

Sue Smiley
LM Mound Site Manager
U.S. Department of Energy
Office of Legacy Management
10995 Hamilton-Cleves Highway
Harrison, OH 45030-9728
(513) 648-3333
Email: sue.smiley@lm.doe.gov
Alternate email: mound@lm.doe.gov

For further information on the regulatory guidelines that govern the CERCLA 120(h) process for property transfer of DOE Mound site property, contact:

David Seely
Remedial Project Manager
U.S. Environmental Protection Agency
77 W. Jackson Boulevard
Chicago, IL 60604-3590
(312) 886-7058
Email: david.seely@epa.gov

- and/or-

Brian Nickel
Supervisor Division of Environmental Response and Revitalization Remedial Response
Section
Ohio Environmental Protection Agency
401 E. Fifth Street
Dayton, OH 45402-2911
(937) 285-6468
Email: brian.nickel@epa.ohio.gov

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Appendix A

Annual Assessment Checklist with Supporting Documents

Appendix A

Contents

1. IC Assessment Checklist.
2. IC Assessment preliminary inspection presentation given during April 9, 2020, teleconference.
3. Attendance sheet for IC Assessment preliminary inspection presentation.
4. Ohio EPA letter, April 19, 2016, “U.S. DOE Mound Plant Burn Area Closure and Annual RCRA Institutional Control Inspection,” advised that LM’s IC Assessment satisfies Ohio EPA’s RCRA annual IC reporting requirement. LM will include this letter in all future IC reports.
5. City of Miamisburg, Ryan Homs, City Planner, letter to Miller Valentine Construction, August 20, 2019, “RE: SP-08-19: Request for approval of a building addition for Excelitas at 1100 Vanguard Blvd. in Mound Business Park,” advised that City of Miamisburg Planning Commission approved the plan with three conditions.
6. Letters relating to COVID-19 impacts to Mound site:
 - LM letter to EPA and Ohio EPA, March 30, 2020, “Impact to the Mound, Ohio, Site Due to Ohio’s Stay at Home Order because of the COVID-19 Pandemic.”
 - EPA letter to LM, April 6, 2020, “Impact to the Mound, Ohio, Site Due to Ohio’s Stay at Home Order because of the COVID-19 Pandemic.”
 - Ohio EPA letter to LM, April 6, 2020, “Ohio EPA Response to US DOE Submission of Extension Request for Deactivation Activities Related to the DOE Mound Site.”
7. LM IC Information Sheet for handout to City permit requestors.
8. Mound Site Landowners IC Compliance forms:
 - a. Advance Service Technologies
 - b. City of Miamisburg
 - c. Montgomery County Board of County Commissioners
 - d. Mound Development Corporation
 - e. Patriot Communications LLC
 - f. Pinnacle Architects LLC
 - g. Sharpstone Investment Properties LLC represented by GoKeyless
 - h. TWS Properties LLC – The Woodworking Shop LLC

Mound, Ohio, Site (Mound Site)
2020 LM Institutional Controls (ICs) Compliance Assessment Checklist
Final checklist summarizes information from all inspections

Preliminary inspections by Navarro began in: February 2020

Physical inspection walkdown with regulators delayed because of COVID 19.

Review of preliminary inspection results via teleconference on April 9, 2020

Review presented by: [Sue Smiley, DOE LM](#)

Participants in review teleconference: [See attached attendance sheet](#)

Status of any outstanding IC issues or recommendations from previous annual IC assessment reports, follow-up inspections, five-year reviews, etc.:

Origin	Issue/ Recommendation	Status 2020
2016 Annual IC Assessment	Clarify that onsite roadways transferred to the City of Miamisburg remain covered by the site ICs.	COMPLETE - Special Zoning District – Miamisburg City Council approved Ordinance 6818 Special Zoning District (SZD) for the Mound Business Park, MB-1, at November 19, 2019 meeting. Effective on December 19, 2019. MB-1 references the ICs and it covers the entire Mound Business Park including the on-site roads.
	Consider issuing a City procedure that will ensure any repairs of the roads or adjacent utility corridors within the right-of-way comply with the ICs.	COMPLETE - CITY PERMITS - City agreed to ask city permit applicants if work will occur on the Mound Business Park. If yes, City would provide applicant an LM fact sheet on Mound CERCLA institutional controls and an LM point of contact.
2017, 2018, and 2019 Annual IC Assessments	Clarify that the two areas in Phase I and BOI (Now GoKeyless) Tract 2 to the center line of Mound Road are exempted from the soil-removal IC.	IN PROCESS EM LM provided draft Release Document to EPA and Ohio EPA on 2/26/2017. Graphic to ODH on 3/21 and to Ohio EPA 4/13/17. Requires signature of current property owners Sharpstone (GoKeyless) transferred Tract 2 to City of Miamisburg for Mound Road right of way.
	None identified	n/a

Describe major physical property changes since the previous IC assessment. (Buildings demolished or erected, extensive landscaping, roads or parking lots constructed or modified, and so on?)

- LM and Navarro were advised of the MDC construction projects managed by Miller Valentine Construction that included installing a new parking lot north of Building 87 and constructing a two-story addition to the west of the Excelitas building. Inspectors did not observe, nor were made aware of, any construction activities or soil disturbance on the Mound site in which soil was removed from the site.
- MDC advised LM of a designated soil staging area on Vanguard Blvd. for excess soil from those construction projects.

List individuals involved with the records or document reviews, discussions with property owners, and those interviewed as property owners.

- LM/Navarro emailed the *Mound Site Landowners - Institutional Control Compliance Form* to complete, sign, and return to each landowner of record.
- LM also conducted a teleconference to review the ICs. Attendees:
 - Jason Kerns representing Scott Thomae, Patriot Communications (T Building)
 - Captain Jay Wheeler, Montgomery County Sheriff for Regional Dispatch Center (OSW)
 - Mark Sands, The Woodworking Shop (TWS Properties LLC)
 - Lorrie Huber, Administrative Services Manager, MDC
 - Sue Smiley and Brian Zimmerman, DOE-LM
 - Melissa Lutz and Joyce Massie, Navarro

Mound, Ohio, Site (Mound Site)
2020 LM Institutional Controls (ICs) Compliance Assessment Checklist
Final checklist summarizes information from all inspections

- LM received no responses to the emails or form reviews from ISS Unlimited (960 Capstone, Building 45), or Alien Workshop (790 Enterprise Court, Building 100). Lorrie Huber of MDC advised she understood Buildings 45 and 100 were not currently occupied.
- Melissa Lutz, Navarro, provided managerial and logistics support, participated in records reviews, and the IC review meeting on April 9.
- Joyce Massie, Navarro LMS Team, conducted inspections and records' reviews, took photos, compiled and analyzed the inspection information, assembled the April 9 presentation, and wrote and coordinated technical editing of the IC Report, and coordinated report reviews.
- Gary Weidenbach, Navarro, furnished information about activities observed during the review period (May 1, 2019 thru April 30, 2020).
- Leslie Karacia and Sharon Long, Engineering Department, City of Miamisburg, emailed listings of the permits.
- Attendees to the IC preliminary results presentation on April 9, 2020 are listed on the attendance sheet.

List site use requests for site activities not covered by industrial/commercial use. Include copies of requests and regulators' responses in IC report.

- Pinnacle Architects submitted a request that the Core Team is reviewing. The request will be attached to a future IC assessment after the Core Team has approved or disapproved the request.

List the city, township, county, and state records reviewed for the period of the review. e.g., street opening permits or construction permits, engineering drawings for improvements to property, aerial photographs, maps, City Planning Commission requests, and Ohio Department of Natural Resources (ODNR) well logs.

- Decision letter “*RE: SP-08-19: Request for approval of a building addition for Excelitas at 1100 Vanguard Blvd. in Mound Business Park,*” from Ryan Homs, City Planner, advising that the Zoning Commission had reviewed and approved the Excelitas construction plan with several conditions. The area of the parking lot had not been transferred to MDC when construction began. Mr. Homs copied Sue Smiley, LM Site Manager, on the letter. Copy of letter in Appendix A of IC report. LM and Navarro staff also reviewed the building layout drawings for the building.
- ODNR well log web page.
- Property records on Montgomery County Auditor’s website, <http://www.mcrealestate.org/Main/Home.aspx>.

On the basis of the review of documents and interviews, were property improvements covered by the appropriate approvals? (For example, were construction permits approved by the City of Miamisburg?)

- IC inspector found no evidence of work performed within Mound Business Park footprint in manner that was not compliant with the ICs

Based on the review of MDC Reuse Plan Update, Miamisburg Zoning Map, and Miamisburg Land Use Plan, were any changes made to those documents that affect IC compliance?

- Yes.
- The City of Miamisburg implemented the special zoning district (SZD) MB-1 for the Mound Business Park on December 19, 2019. The wording of MB-1 can be located at [http://library.amlegal.com/nxt/gateway.dll/Ohio/miamisburg_oh/parttwelve-planningandzoningcode/titlesix-zoning/chapter1271mb-1moundbusinessdistrict?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:miamisburg_oh\\$sanc=JD_Chapter1271](http://library.amlegal.com/nxt/gateway.dll/Ohio/miamisburg_oh/parttwelve-planningandzoningcode/titlesix-zoning/chapter1271mb-1moundbusinessdistrict?f=templates$fn=default.htm$3.0$vid=amlegal:miamisburg_oh$sanc=JD_Chapter1271).
- The MB-1 area contains the 1998 Mound Plant boundary plus two small former canal areas west of the Mound plant boundary near the southwest entry.
- MB-1 defines the types of businesses allowed and imposes restrictions on building construction, landscaping, signage, etc. permitted by the City. Although the MB-1 lists the Mound ICs, LM is responsible for oversight and enforcement. LM will handle any unresolved IC violations through Department of Justice.

2020 Annual Assessment of Institutional Controls at the Mound, Ohio, Site

Preliminary Inspection Results

Sue Smiley, LM Mound Site Manager
U.S. Department of Energy (DOE)
Office of Legacy Management (LM)
Review • April 9, 2020

Institutional Controls

- Institutional controls (ICs) are:
 - Used as legal and administrative tools
 - Designed to protect human health and the environment



Mound Site Institutional Controls

- Implemented under the authority of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA)
- Defined by CERCLA Records of Decision (RODs)
- Run with the land in the form of activity and use limitations
- Incorporated into DOE quitclaim deed restrictions and/or the Parcel 9 Environmental Covenant recorded with Montgomery County
- Apply to all future land and groundwater uses, including removal of soil from footprint of original DOE Mound Plant boundary



3

Institutional Controls Apply to the Entire Site



- Site boundary (red)
- Site RODs (purple)
 - Parcel 3
 - Parcel 4
 - Parcel D
 - Parcel H
 - Phase I Parcel (A, B, C)
 - Parcels 6, 7, and 8
 - Parcel 9
- Off-site ROD (gold)
 - OU-4 former Miami Erie Canal Area was a no-action ROD; no use restrictions or ICs



4

Activity or Use Restrictions

- Mound site institutional controls are in the form of activity or use restrictions
 - Limit land use to industrial/commercial only
 - Prohibit extraction, consumption, exposure, or use of the groundwater underlying the premises*
 - Prohibit soil removal from original Mound property*
 - Allow site access to federal and state agencies to monitor performance of all CERCLA remedies



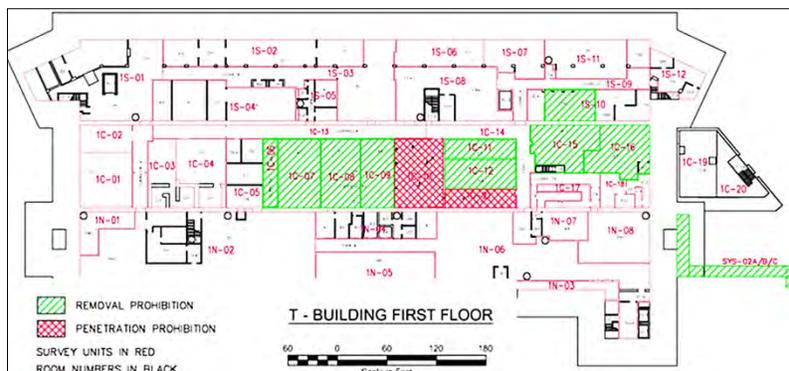
**Unless prior written approval from U.S. Environmental Protection Agency (EPA), Ohio EPA, and Ohio Department of Health (ODH) has been obtained*



5

Special ICs Apply to Certain Areas in T-Building

- Prohibit penetration of red concrete floors (**red areas**)*
- Prohibit removal of concrete floor material (**green areas**)*



**Without prior approval from the EPA, Ohio EPA, and ODH*



6

Annual IC Assessments

- Determine whether:
 - ICs continue to function as designed
 - Adequate oversight mechanisms are in place to identify possible violations of ICs
 - Sufficient amount of resources are available to correct or mitigate any problems if violations occur
- Examine changes that could indicate an IC violation, such as:
 - Land use other than for industrial or commercial
 - Unapproved use of groundwater
 - Unapproved removal of soil from original 306-acre site footprint
 - Unapproved penetration or removal of concrete from special IC areas on T-Building first floor



7

Annual IC Assessment Process

- Review status of previous findings or recommendations
- Conduct preliminary inspections
 - Identify any non-compliance with ICs
 - Identify other changed site conditions (e.g., Excelitas construction)
 - Document observations or information gathered throughout the assessment period
- Review applicable local and state records, including but not limited to:
 - Montgomery County property records
 - City of Miamisburg permits
 - Construction, street opening, building occupancy, etc.
 - Zoning modification requests
 - Ohio Department of Natural Resources (ODNR) website for well drilling and abandonments



8

Some Assessment Steps Were Modified in 2020

- Delayed steps requiring physical site presence to comply with DOE-LM restrictions and the Ohio Stay at Home Order for coronavirus pandemic:
 - Preliminary physical inspections (e.g., Excelitas construction site, RCRA area)
 - Annual IC walkdown with regulators, MDC and City
- Changed from face-to-face meetings to teleconferences
 - Meeting with MDC and City, and meeting with MDC/other site property owners to review ICs and verify compliance with ICs
 - Meeting with regulators, Mound Development Corporation (MDC), and the city of Miamisburg to present preliminary IC assessment results
- No change required for activities normally conducted remotely
 - Reviewed applicable state and local records
 - Requested site property owners to review ICs and sign compliance form
 - Publish IC assessment report by June 13



9

Previous Recommendations

Source	Recommendation	Status in 2020
2016	Clarify that on-site roadways transferred to the city of Miamisburg remain covered by site ICs, and consider issuing a city procedure that will ensure any repairs of the roads or adjacent utility corridors within the right-of-way comply with the ICs	COMPLETE City implemented special zoning district MB-1 on December 19, 2019. Applies to the entire area within the Mound Business Park. Codifies the permitted businesses, land use, etc. References the ICs that apply to the entire area.
2016	Consider issuing a City procedure that will ensure any repairs of the roads or adjacent utility corridors within the right-of-way comply with the ICs	COMPLETE LM provided City a handout describing the ICs and including map showing Mound site boundary and property addresses. City Permits personnel are familiar with Mound property addresses; will provide appropriate applicants with copy of handout.



10

Previous Recommendations (continued)

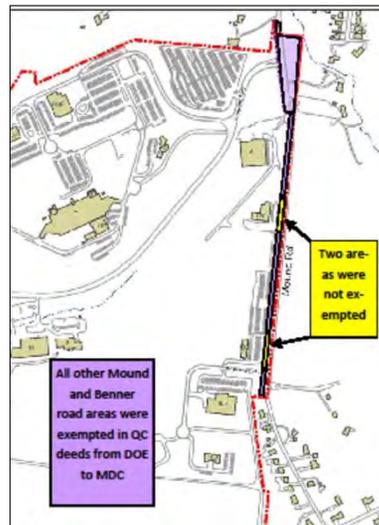
Source	Recommendation	Status in 2020
2016	<p>Clarify that the two areas (Phase I and GoKeyless Tract 2 to the center line of Mound Road) are exempted from the soil-removal IC</p> <p>Note: Quitclaim deeds for all other parcels along Mound and Benner roads contain the exemption wording</p>	<p>IN PROCESS</p> <p>Quitclaim deeds did not include the soil exemption language for those two areas (exemption should apply)</p> <p>LM, EPA, and Ohio EPA agreed on proposed "exception" language that LM would add to property record recorded at Montgomery County</p> <p>Currently pending EPA approval of draft real property instrument proposed by LM. Ohio EPA and ODH have concurred on instrument language.</p> <p>Note: Go Keyless (Sharpstone) transferred the Tract 2 area to City of Miamisburg for road right of way in August 2019.</p>



11

Exemptions from Soil Removal Restrictions

- DOE exempted all areas along Benner Road from soil removal IC in the quitclaim deeds.
- DOE exempted *most* areas along Mound Road from the soil removal IC in the quitclaim deeds
- Two areas to center line of Mound Road *were not exempted* from soil removal IC in those quitclaim deeds:
 - Phase 1A –Mound Cold War Discovery Center owned by MDC
 - Tract 2 – Go Keyless. Transferred to City of Miamisburg for Mound Road right of way in August 2019.



12

IC Compliance Observations

- No prohibited land use was observed
- No unauthorized groundwater wells were observed or noted on the ODNR well log internet site
 - Well 0138, now located within the new city dog park, received protective fencing.
- No evidence of soil removal from the original footprint (approximately 306 acres) of the Mound site was observed
 - MDC-designated onsite soil staging area. No soil staged to date. May be used during construction of new Excelitas building
- Did not inspect the special IC areas of T-Building
 - IC compliance will be verified when property owner signs the IC Compliance form
 - Inspection will be rescheduled for a later date.



13

IC Compliance Observations (continued)

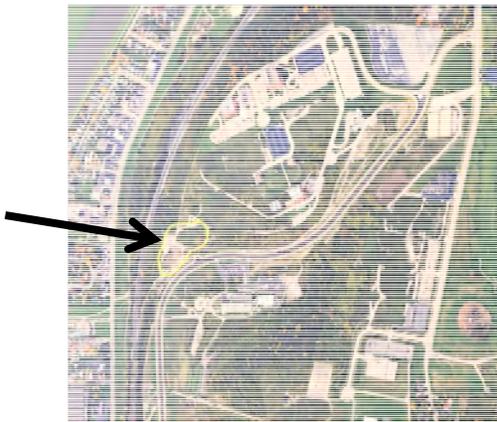
- Property ownership changes
 - Jen Skyline sold 460 Vantage Point to Montgomery County for Regional 911 Center
 - MATC Section 5 platted balance of property
 - LM transferred five lots to MDC
 - LM retained four lots in OU-1 area in Parcel 9



14

IC Compliance Observations (continued)

- MDC advised location of a designated onsite soil staging area



15

Observations Since Last Inspection

- Well 0138 – The City of Miamisburg constructed a new dog park, which encompassed monitoring well 0138. Fencing was added to keep the area around the well sanitary for the sampling technicians.



16

Summary of Observations

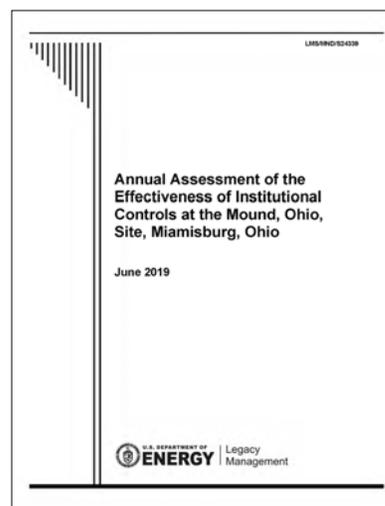
- Based upon observations since the last annual assessment inspection and the review of records for the 2020 annual IC assessment reporting period, there have been no observed IC violations
- LM will reschedule physical inspections after the restrictions due to COVID19 have been lifted.
 - This includes the annual site walkdown with EPA, Ohio EPA, Ohio Department of Health, City of Miamisburg, and MDC; T-Building special IC areas; and the non-CERCLA walkdown of former RCRA burn area
- LM will document results of these delayed physical inspections in an addendum to the 2020 Annual IC Assessment Report.



17

Annual IC Assessment Report

- Report will:
 - Detail all assessment results
 - Document changes since 2019 annual IC assessment
 - Address recommendations from previous reports
 - Contain checklist of observations
 - Contain photos
 - Be published and distributed by June 13, 2020
 - Be uploaded to Mound site webpage at <https://www.lm.doe.gov/mound/Sites.aspx>



18

Questions?



Susan Smiley
Mound Site Manager
U.S. Department of Energy
Office of Legacy Management
sue.smiley@lm.doe.gov
(513) 648-3333



19

ATTENDANCE SHEET
Mound Site FFA and Core Team Meetings
Annual IC Assessment Preliminary Inspection Results Review
April 9, 2020

INITIAL		NAME	ORGANIZATION	TELEPHONE
FFA and IC assessment review	Core			
phone	phone	Cato, Becky	Navarro	636-300-2638
phone	phone	Dettmer, Shannon	Ohio Department of Health	614-995-0761
phone	phone	Friedman, Chuck	Navarro	937-572-3969 cell
		Homsi, Ryan	City of Miamisburg	937-847-6536
phone		Huber, Lorrie	Mound Development Corporation (MDC)	973-865-4438
phone	phone	Lutz, Melissa	Navarro	636-300-2639 314-954-6660 cell
phone	phone	Massie, Joyce	Navarro LMS Team	937-287-1333 cell
phone	phone	Nickel, Brian	Ohio EPA	937-285-6468
phone		Robinson, Polly	DOE LM Realty	970-248-6039
phone	phone	Seely, David	U.S. EPA, Region V	312-886-7058
phone		Sheets, Monica	Navarro	303-410-4839
phone	phone	Smiley, Sue	DOE LM	513-648-3333
phone		Stanifer, Ellen	City of Miamisburg	937-847-6636
phone	phone	Zimmerman, Brian	DOE LM	513-648-3340



John R. Kasich, Governor
Mary Taylor, Lt. Governor
Craig W. Butler, Director

April 19, 2016

Ms. Gwendolyn Hooten
U.S. Department of Energy
Office of Legacy Management
11025 Dover Street, Suite 1000
Westminster, Colorado 80021

Re: US DOE Mound Fac, Miamisburg
Remediation Response
Correspondence
RCRA C - Hazardous Waste
Montgomery County
OH6890008984

Subject: U.S. DOE Mound Plant Burn Area Closure and Annual RCRA Institutional Control Inspection

Dear Ms. Hooten:

The purpose of this memo is to memorialize Ohio EPA's Resource Conservation and Recovery Act (RCRA) decision to not continue a separate institutional control inspection at the United States Department of Energy (U.S. DOE) Mound site.

On August 16th, 1996, Ohio EPA approved a closure plan for the burn area (consisting of 6 regulated units) at the U.S. DOE Mound site located in Miamisburg, Ohio (Mound Site). This closure plan was to be a closure by removal. Work was completed per the approved closure plan, however, confirmatory soil samples exceeded the closure performance standard for Antimony. As a result of this, U.S. DOE decided to amend the approved closure plan to include a risk assessment to close out the site soils. This amendment was received on February 9, 1998. This amendment also included the closure certification report for the other areas within the burn area that had met the closure performance standard. The closure certification did not come under separate cover as is typical and was included in the February 1998 closure plan amendment. Ohio EPA can't document approval of this plan amendment or acceptance of the closure certification report. On June 28, 1999, U.S. DOE again amended the closure plan to include an industrial re-use deed restriction on the burn area property. Approval of this plan was granted by Ohio EPA on July 26, 1999. It must be assumed that with this July 1999 approval of the amended plan, which contained the previously submitted risk assessment and closure certification, that Ohio EPA deemed the closure performance standard to have been met. A secondary review of this document, completed prior to the crafting of this letter concurs with the findings.

There are five RCRA/CERCLA Institutional Controls (IC's) at the Mound Site. These include:

1. Maintenance of industrial/commercial land use
2. Prohibition against residential use
3. Prohibition against use of ground water
4. Site access for federal and state agencies for environmental monitoring
5. Prohibition of removal of Phase 1 CERCLA soils without approval

As a result of the final Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) cleanup of the entire Mound Site, the U.S. DOE in conjunction with U.S. EPA, Ohio EPA, Ohio Department of Health, Mound Development Corporation and the city of Miamisburg perform annual inspections of the IC's. A report is generated from this annual inspection documenting findings and any corrective measures needed to maintain the IC's. The burn area is a part of this annual inspection as there were nine additional potential release sites remediated in the burn area which had not been covered under the RCRA closure. Ohio EPA conducts a separate annual inspection of the burn area to verify that the industrial reuse scenario is being followed and the area maintained as described in the approved closure plan, with inspection correspondence being sent to the land owner. This inspection is not required by rule, but is done as a matter of internal policy within Ohio EPA. Based upon that fact that two identical, yet programmatically separate inspections are occurring at the burn area, Ohio EPA recommends eliminating the separate RCRA inspection and will rely on the CERCLA inspection to verify compliance with the IC's. A copy of the CERCLA inspection report must be sent to Ohio EPA's current RCRA program supervisor to ensure we are able to document compliance with the recommended RCRA inspection schedule. However, if at any time in the future, the CERCLA inspection is discontinued, Ohio EPA will require the RCRA inspection be conducted on an annual basis consistent with the procedures established prior to the issuance of this letter.

Ms. Gwendolyn Hooten
U.S. DOE Mound, Miamisburg, Burn Area Annual RCRA IC Inspection
April 19, 2016
Page 3 of 3

If there are any questions, please contact me at (937) 285-6035.

Sincerely,



Randall G. Kirkland
Environmental Supervisor
Division of Environmental Response and Revitalization

ec: Brian Nickel, Ohio EPA, DERR
Anthony Campbell, Ohio EPA, DERR
Erik Hagen, Ohio EPA, DERR
Robyn Winstead, Ohio EPA, DERR
David Seely, U.S. EPA, RPM
Larry Kelly, EM Consolidated Business Center
Chris Fine, City of Miamisburg
Eric Cluxton, Mound Development Corporation

RGK/bp



August 20, 2019

Miller-Valentine Construction
Attn: Jim Gilbert
137 N. Main Street, Ste 600
Dayton, OH 45402

RE: SP-08-19: Request for approval of a building addition for Excelitas at 1100 Vanguard Blvd. in Mound Business Park.

Mr. Gilbert:

On August 19, 2019, the City of Miamisburg Planning Commission reviewed your case related to the above referenced request. At the meeting, the Planning Commission approved the submitted site plan with the following conditions”

1. The landscaping plan be modified to better screen the metal portions of the building that will be visible from Vanguard Blvd.
2. The new dumpster pad area be screened from view.
3. The applicant and/or property owner agrees to coordinate with and adhere to any modification recommended by the City Engineer, Chief Building Official, Public Works Director, and/or Fire Marshal related to public utilities, building code items, storm water management, roadways, and emergency access to the site.

These conditions will require further submittals and continued cooperation between the applicant as well as the City as this project moves forward. Should you have any questions or *comments for me, feel free* to contact me directly at 937-847-6536 or at ryan.homsi@cityofmiamisburg.org.

Sincerely,

Ryan Homsi
City Planner

CC:
Eric Cluxton, Mound Development Corporation (MDC)
Sue Smiley, Department of Energy (Legacy Management)
File

Development / Planning / Inspection Departments
20 E. Central Ave. • Miamisburg, Ohio 45342
937-847-6532 • FAX 937-847-6662



Department of Energy

Washington, DC 20585

March 30, 2020

Mr. David Seely, Remedial Project Manager
U.S. Environmental Protection Agency
Region 5 (SR-6J)
77 W. Jackson Blvd.
Chicago, IL 60604-3590

Mr. Brian Nickel, EPA Supervisor, DERR
Ohio Environmental Protection Agency
401 E. 5th Street
Dayton, OH 45402

Subject: Impact to the Mound, Ohio, Site Due to Ohio's Stay at Home Order because of the COVID-19 Pandemic

Dear Mr. Seely and Mr. Nickel:

To comply with the State of Ohio Department of Health Director's Stay at Home Order, March 22, 2020, to prevent the spread of COVID-19, the Department of Energy, Office of Legacy Management (LM) has ceased all field activities as of March 24, 2020. Recognizing the 1993 Mound Federal Facility Agreement with U.S. Environmental Protection Agency (EPA) and Ohio EPA includes a Force Majeure section, LM is requesting relief from the regulatory requirements outlined in the Mound Operation and Maintenance Plan (O&M Plan). This relief is requested through the month of April 2020. It is understood the Stay at Home Order may be in effect longer, and LM is prepared to support this important order. Should the order be extended into May 2020, LM will submit an additional request for relief from Mound O&M Plan requirements through the month of May.

The enclosed table provides a summary of those requirements for which LM is seeking relief through April 30, 2020. LM will make every attempt to complete those requirements not already been missed once all COVID-19 restrictions have been lifted. While the Stay at Home Order remains in effect, LM plans to only conduct a weekly inspection of LM facilities to ensure the facilities remain secure.



Please contact me at (513) 648-3333 or Sue.Smiley@lm.doe.gov, if you have any questions. Please send any correspondence to:

U.S. Department of Energy
Office of Legacy Management
10995 Hamilton-Cleves Hwy.
Harrison, OH 45030

Sincerely,

**SUSAN
SMILEY**

Digitally signed by
SUSAN SMILEY
Date: 2020.03.30
13:36:39 -04'00'

Susan L. Smiley
Mound Site Manager

Enclosure

cc w/enclosure:

S. Dettmer, ODH (e)
T. Schneider, OEPA (e)
G. Hooten, DOE-LM (e)
D. Shafer, DOE-LM (e)
B. Zimmerman, DOE-LM (e)
B. Cato, Navarro (e)
Y. Deyo, Navarro (e)
C. Friedman, Navarro (e)
M. Lutz, Navarro (e)
J. Massie, Navarro (e)
DOE Read File
File: MND 3000-06





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, ILLINOIS 60604

REPLY TO THE ATTENTION OF: SR-6J

April 6, 2020

Ms. Susan Smiley
U.S. Department of Energy
Office of Legacy Management
10995 Hamilton-Cleves Hwy.
Harrison, OH 45030

Subject: Impact to the Mound, Ohio, Site Due to Ohio's Stay at Home Order because of the COVID-19 Pandemic

Thank you for your March 30, 2020 letter notifying the United States Environmental Protection Agency (EPA) that the Department of Energy, Office of Legacy Management (LM) had ceased all field activities as of March 24, 2020 to comply with the State of Ohio Department of Health Director's Stay at Home Order, March 22, 2020, to prevent the spread of the COVID-19 virus. Your letter enclosed a table identifying those activities impacted by this decision through the end of April 2020 while committing to submit additional requests to seek relief from the DOE Mound Plant Site 1993 Federal Facility Agreement requirements should the Ohio Order be extended into the month of May or beyond.

EPA has reviewed the operation and maintenance requirements identified by LM which have been impacted and approves LM's proposed approach through Section XXV.F of the Federal Facility Agreement. EPA's approval is based on the understanding that the proposed approach is acceptable to the Ohio Environmental Protection Agency. EPA supports LM's attempts to proactively plan for the appropriate approach for COVID-19, as necessary, and remains available for ongoing coordination to ensure that site response actions continue appropriately.

Sincerely,

A handwritten signature in blue ink that reads "David P. Seely".

David P. Seely
Remedial Project Manager
Superfund and Emergency Management Division
U.S. Environmental Protection Agency

cc: Brian Nickel, OEPA



Mike DeWine, Governor
Jon Husted, Lt. Governor
Laurie A. Stevenson, Director

April 6, 2020

Transmitted Electronically

Ms. Susan Smiley
Fernald Preserve Site Manager
U.S. Department of Energy
Office of Legacy Management
10995 Hamilton-Cleves Highway
Harrison, Ohio 45030

Re: US DOE Mound Fac, Miamisburg
Remediation Response
Project Records
Remedial Response
Montgomery County
557000864003

Subject: Ohio EPA Response to US DOE Submission of Extension Request for Deactivation Activities Related to the DOE Mound Site.

Dear Ms. Smiley:

The Ohio Environmental Protection Agency (Ohio EPA) reviewed the Department of Energy's (DOE) March 31, 2020 letter "Impact to the Mound, Ohio, Site Due to Ohio's Stay at Home Order as a Result of the COVID-19 Pandemic" and summary table listing impacted activities. The DOE submittal was prepared in accordance with the Force Majeure section of 1993 Mound Federal Facility Agreement with U.S. Environmental Protection Agency (EPA) and Ohio EPA to provide relief from the regulatory requirements outlined in the Mound Operation and Maintenance Plan (O&M Plan). Ohio EPA approves DOE Legacy Management's (LM) request for temporary relief from enforceable regulatory requirements due to the Ohio Stay at Home Order issued March 22, 2020. Ohio EPA agrees that the site transition to minimum mission-critical activities due to COVID-19 is an unavoidable delay.

This relief is requested through the month of April 2020. It is understood by both Ohio EPA and DOE-LM that the Stay at Home Order may be in effect longer, and both parties are prepared to continue supporting this important order. Should the order be extended beyond April, Ohio EPA requests an additional request for relief from DOE.

Sincerely,

A handwritten signature in black ink that reads "Brian Nickel".

Brian Nickel
Supervisor
Division of Environmental Response and Revitalization

ec: Todd Anderson, Director's Office
Mark Johnson, Director's Office
Bonnie Buthker, District Chief, SWDO
Melisa Witherspoon, Chief, DERR
Dave Seely, Project Manager, US EPA
Tom Schneider, Federal Facilities, DERR-SWDO

BN/tp



**Information Sheet for City of Miamisburg Permit Applicants
Conducting Work at the Mound Business Park**

The Mound Business Park was formerly the U.S Department of Energy (DOE) Mound Plant site that operated from 1948 to 2003 in support of the U.S. weapons and energy programs. DOE conducted a \$1 billion cleanup of the site under the Comprehensive Environmental Response, Compensation, and Liability Act that was overseen by the U.S. Environmental Protection Agency (EPA) and Ohio EPA.

The Mound Business Park is approved for industrial or commercial use, with certain restrictions known as institutional controls (ICs) that ensure conditions at the site remain protective of human health and the environment. DOE Office of Legacy Management is responsible for monitoring and enforcing the ICs.



Any work conducted within the boundary of the Mound Business Park (shown as a pink dotted outline on the attached map), **must comply with the following ICs:**

- Limit site activities to industrial or commercial use (e.g., no recreational, residential, or agricultural use).
- Prohibit the removal of soil from the original DOE site footprint without written approval from EPA, Ohio EPA, and Ohio Department of Health (ODH).
- Prohibit use of groundwater for any purpose without written approval from EPA and Ohio EPA.
- Allow site access for federal and state agencies for sampling and monitoring.
- Prohibit the removal of concrete floor materials to off-site locations and/or the penetration of floor materials in specified rooms of the former DOE Technical Building (located at 945 Capstone Drive), without written approval from EPA, Ohio EPA, and ODH.

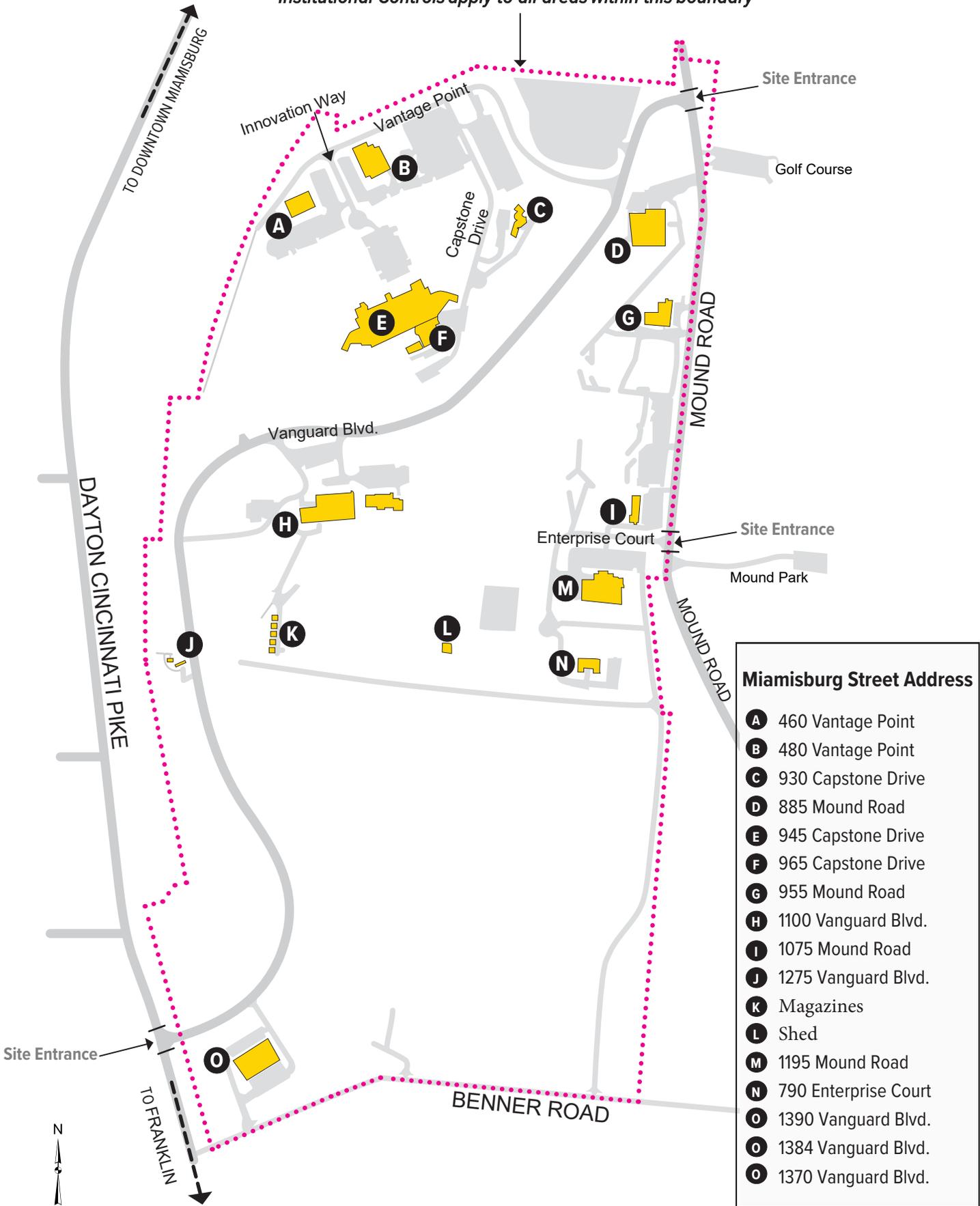
Any work involving excavation along portions of Mound and Benner roads that border the former DOE Mound Plant site may also be subject to above soil-removal IC. If such work is proposed, please provide specific details in the permit application (e.g., clearly define the section of road where excavation may be required, including the approximate distance of the excavation or soil-staging activities that may extend onto business park property).

Additional information on the Mound site cleanup and current site conditions can be found at <https://www.lm.doe.gov/mound/Sites.aspx>. If you need additional information or have questions, please contact the DOE Office of Legacy Management at (513) 648-5051 or by emailing mound@lm.doe.gov.



MOUND BUSINESS PARK

Institutional Controls apply to all areas within this boundary



Miamisburg Street Address	
A	460 Vantage Point
B	480 Vantage Point
C	930 Capstone Drive
D	885 Mound Road
E	945 Capstone Drive
F	965 Capstone Drive
G	955 Mound Road
H	1100 Vanguard Blvd.
I	1075 Mound Road
J	1275 Vanguard Blvd.
K	Magazines
L	Shed
M	1195 Mound Road
N	790 Enterprise Court
O	1390 Vanguard Blvd.
O	1384 Vanguard Blvd.
O	1370 Vanguard Blvd.

Mound Site Landowners – Institutional Controls Compliance Form - 2020

The United States Department of Energy (DOE) remediated the Mound Site Property to the Environmental Protection Agency's (EPA's) risk-based standards for **industrial/commercial use only**. Because the site is not approved for unlimited use, the CERCLA remedy includes institutional controls (ICs) in the form of use restrictions imposed by DOE quitclaim deeds and an Environmental Covenant.

ICs are administrative and legal controls that help minimize the potential for human exposure to contamination and/or protect the integrity of the CERCLA remedy. ICs apply to all property on the Mound site. The DOE Office of Legacy Management (LM) is required to monitor for adherence to the ICs to assure compliance.

Please acknowledge below that you understand and comply with the following ICs for the period of April 1, 2019 to March 31, 2020. The Mound Site ICs are designed to:

- 1) **Prohibit the removal of soil** from the original DOE Mound Plant Property boundaries, unless prior written approval from EPA, Ohio EPA, and Ohio Department of Health (ODH) has been obtained.
- 2) **Prohibit the extraction or consumption of, exposure to, or the use in any way of the groundwater** underlying the premises, unless prior written approval from EPA and Ohio EPA has been obtained.
- 3) **Limit land use to industrial/commercial use only**. The Record of Decision for each parcel identifies land uses that will not be permitted, but the list is not all-inclusive. Parcels may not be used for any residential or farming activities, or any activities that could result in the chronic exposure of children less than 18 years of age to soil or groundwater from the premises. Restricted uses include, but are not limited to:
 - Single or multi-family dwellings or rental units.
 - Daycare facilities.
 - Schools or other educational facilities for children less than 18 years of age.
 - Community centers, playgrounds, or other recreational or religious facilities for children less than 18 years of age.
- 4) **Prohibit the removal of concrete floor material in specified rooms of T Building** to off-site locations without prior approval from EPA, OEPA, and ODH.
- 5) **Prohibit the penetration of concrete floors in specified rooms of T Building** without prior approval from EPA, OEPA, and ODH.
- 6) **Allow site access** to federal and state agencies and their contractors for sampling and monitoring.

Mound Site Landowners – Institutional Controls Compliance Form - 2020

The United States Department of Energy (DOE) remediated the Mound Site Property to the Environmental Protection Agency's (EPA's) risk-based standards for **industrial/commercial use only**. Because the site is not approved for unlimited use, the CERCLA remedy includes institutional controls (ICs) in the form of use restrictions imposed by DOE quitclaim deeds and an Environmental Covenant.

ICs are administrative and legal controls that help minimize the potential for human exposure to contamination and/or protect the integrity of the CERCLA remedy. ICs apply to all property on the Mound site. The DOE Office of Legacy Management (LM) is required to monitor for adherence to the ICs to assure compliance.

Please acknowledge below that you understand and comply with the following ICs for the period of April 1, 2019 to March 31, 2020. The Mound Site ICs are designed to:

- 1) **Prohibit the removal of soil** from the original DOE Mound Plant Property boundaries, unless prior written approval from EPA, Ohio EPA, and Ohio Department of Health (ODH) has been obtained.
- 2) **Prohibit the extraction or consumption of, exposure to, or the use in any way of the groundwater** underlying the premises, unless prior written approval from EPA and Ohio EPA has been obtained.
- 3) **Limit land use to industrial/commercial use only**. The Record of Decision for each parcel identifies land uses that will not be permitted, but the list is not all-inclusive. Parcels may not be used for any residential or farming activities, or any activities that could result in the chronic exposure of children less than 18 years of age to soil or groundwater from the premises. Restricted uses include, but are not limited to:
 - Single or multi-family dwellings or rental units.
 - Daycare facilities.
 - Schools or other educational facilities for children less than 18 years of age.
 - Community centers, playgrounds, or other recreational or religious facilities for children less than 18 years of age.
- 4) **Prohibit the removal of concrete floor material in specified rooms of T Building** to off-site locations without prior approval from EPA, OEPA, and ODH.
- 5) **Prohibit the penetration of concrete floors in specified rooms of T Building** without prior approval from EPA, OEPA, and ODH.
- 6) **Allow site access** to federal and state agencies and their contractors for sampling and monitoring.

Mound Site Landowners – Institutional Controls Compliance Form - 2020

As a property owner or company representative, I understand and comply with these ICs.

KEITH JOHNSON  4/7/2020
Printed Name Signature Date

CITY MANAGER CITY OF MIAMSBURG
Title Company

Various Parcels
Property Address

Please return the signed form within 15 days via email to: Joyce.massie@lm.doe.gov

If you have any questions about the ICs, please contact

Susan Smiley
Mound Site Manager
U.S. Department of Energy
Office of Legacy Management
sue.smiley@lm.doe.gov
(513) 648-3333

Patriot Communications confirmation email

From: [Smiley, Sue](#)
To: [Lutz, Melissa \(CONTR\)](#); [Massie, Joyce \(CONTR\)](#)
Cc: [Zimmerman, Brian](#); [Smiley, Sue](#)
Subject: Land Owner Form for County Dispatch (former OSW) building
Date: Tuesday, April 7, 2020 2:06:24 PM
Attachments: [image007.png](#)
[image008.jpg](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)
[image013.png](#)
[Mound landowner form signed.pdf](#)

From: Miller, Phil <MillerP@mcoho.org>
Sent: Tuesday, April 7, 2020 1:29 PM
To: Jay Wheeler <WheelerJ@mcohiosheriff.org>; Smiley, Sue <Sue.Smiley@lm.doe.gov>
Cc: Manz, Lisa <ManzL@mcoho.org>
Subject: [EXTERNAL] RE: Land Owner Form for Mound

Sue,
See attached.
Captain Wheeler,
Thanks for attending/listening in. You could have signed this!
Thanks, Phil

Philip G. Miller, PE
Montgomery County Facilities Director
Administration Building
451 W. Third Street, 7th Floor
Dayton, Ohio 45422-1535
937-225-4667- phone
millerp@mcoho.org

Linkedin



From: Jay Wheeler <WheelerJ@mcohiosheriff.org>
Sent: Tuesday, April 7, 2020 1:06 PM
To: Miller, Phil <MillerP@mcoho.org>
Subject: Land Owner Form for Mound

Phil,

I don't want to overstep and fill this out. I figured you would be the best person to send this.

	<p>Captain Jay C. Wheeler <i>Regional Dispatch Center</i> O: 937.384.2451 M: 937.422.1632 wheelerj@mcohiosheriff.org</p> <p></p>
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Mound Site Landowners – Institutional Controls Compliance Form - 2020

As a property owner or company representative, I understand and comply with these ICs.

Phil Miller AB Miller 4/7/20
Printed Name Signature Date

Facilities Director Montgomery County
Title Company

460 Vantage Place Miamisburg 45342
Property Address

Please return the signed form within 15 days via email to: Joyce.massie@lm.doe.gov

If you have any questions about the ICs, please contact

Susan Smiley
Mound Site Manager
U.S. Department of Energy
Office of Legacy Management
sue.smiley@lm.doe.gov
(513) 648-3333

Mound Site Landowners – Institutional Controls Compliance Form - 2020

The United States Department of Energy (DOE) remediated the Mound Site Property to the Environmental Protection Agency's (EPA's) risk-based standards for **industrial/commercial use only**. Because the site is not approved for unlimited use, the CERCLA remedy includes institutional controls (ICs) in the form of use restrictions imposed by DOE quitclaim deeds and an Environmental Covenant.

ICs are administrative and legal controls that help minimize the potential for human exposure to contamination and/or protect the integrity of the CERCLA remedy. ICs apply to all property on the Mound site. The DOE Office of Legacy Management (LM) is required to monitor for adherence to the ICs to assure compliance.

Please acknowledge below that you understand and comply with the following ICs for the period of April 1, 2019 to March 31, 2020. The Mound Site ICs are designed to:

- 1) **Prohibit the removal of soil** from the original DOE Mound Plant Property boundaries, unless prior written approval from EPA, Ohio EPA, and Ohio Department of Health (ODH) has been obtained.
- 2) **Prohibit the extraction or consumption of, exposure to, or the use in any way of the groundwater** underlying the premises, unless prior written approval from EPA and Ohio EPA has been obtained.
- 3) **Limit land use to industrial/commercial use only**. The Record of Decision for each parcel identifies land uses that will not be permitted, but the list is not all-inclusive. Parcels may not be used for any residential or farming activities, or any activities that could result in the chronic exposure of children less than 18 years of age to soil or groundwater from the premises. Restricted uses include, but are not limited to:
 - Single or multi-family dwellings or rental units.
 - Daycare facilities.
 - Schools or other educational facilities for children less than 18 years of age.
 - Community centers, playgrounds, or other recreational or religious facilities for children less than 18 years of age.
- 4) **Prohibit the removal of concrete floor material in specified rooms of T Building** to off-site locations without prior approval from EPA, OEPA, and ODH.
- 5) **Prohibit the penetration of concrete floors in specified rooms of T Building** without prior approval from EPA, OEPA, and ODH.
- 6) **Allow site access** to federal and state agencies and their contractors for sampling and monitoring.

Mound Site Landowners – Institutional Controls Compliance Form - 2020

As a property owner or company representative, I understand and comply with these ICs.

Loirrie Huber Loirrie Huber 4/7/2020
Printed Name Signature Date

Administrative Serv. Mgr. Mound Development Corporation
Title Company

965 Capstone Drive, Suite 250, Miamisburg, OH 45342
Property Address

Please return the signed form within 15 days via email to: Joyce.massie@lm.doe.gov

If you have any questions about the ICs, please contact

Susan Smiley
Mound Site Manager
U.S. Department of Energy
Office of Legacy Management
sue.smiley@lm.doe.gov
(513) 648-3333

From: [Scott Thomae](#)
To: [Massie, Joyce \(CONTR\)](#)
Cc: [Clarence R. McGill Jr. ISS-Unlimited](#); [Ferd Ejinaka Pinnacle Architects INC](#); [Jerry Abner Advanced Service Technologies](#); [Josh Stamps GoKeyless](#); [Matt Williams Alien Workshop](#); [Lutz, Melissa \(CONTR\)](#); [Smiley, Sue](#)
Subject: [EXTERNAL] Re: Action. RE: Please review and return 2020 Mound Site IC Compliance form
Date: Wednesday, May 6, 2020 12:22:44 PM

Hi Joyce,

Sorry for the delay in getting this back to you.

I am the owner of the T-Building at 945 Capstone drive. Per your request I am writing you to confirm that we have read the form and are in compliance with IC's.

Thanks,

Scott

Sent from my iPhone

On May 6, 2020, at 12:00 PM, Massie, Joyce (CONTR)
<Joyce.Massie@lm.doe.gov> wrote:

Good morning.

On behalf of Sue Smiley, DOE Office of Legacy Management (LM) Mound site manager, and Navarro Research and Engineering, we hope you and your families are staying safe and well during these trying COVID 19 times.

Please review, sign, and return the attached Property Owners' IC Compliance Form via email to me at Joyce.massie@lm.doe.gov.

With the safe at home order, electronic signatures are fine or an email stating that you have read the form and state that you are the property owner or company representative, and that you understand and comply with the ICs.

If you have questions about the ICs or the form, please contact Sue Smiley at sue.smiley@lm.doe.gov, 513-648-3333 or me.

Thank you.

Joyce Massie

Technical Support

Mound, Ohio, Site

Navarro LMS Team

Contractor to the U.S. Department of Energy

Office of Legacy Management

10995 Hamilton-Cleves Highway, Harrison, OH 45030

(937) 287-1333

Joyce.massie@lm.doe.gov

<image004.jpg>

Mound Site Landowners – Institutional Controls Compliance Form - 2020

The United States Department of Energy (DOE) remediated the Mound Site Property to the Environmental Protection Agency's (EPA's) risk-based standards for **industrial/commercial use only**. Because the site is not approved for unlimited use, the CERCLA remedy includes institutional controls (ICs) in the form of use restrictions imposed by DOE quitclaim deeds and an Environmental Covenant.

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- 6) **Allow site access** to federal and state agencies and their contractors for sampling and monitoring.

Mound Site Landowners – Institutional Controls Compliance Form - 2020

As a property owner or company representative, I understand and comply with these ICs.

ferd ejinaka

5/6/20

ferd

Printed Name

Signature

Date

President

Pinnacle Architects, Inc

Title

Company

480 Vantage Point Miamisburg Ohio 45342

Property Address

Please return the signed form within 15 days via email to: Joyce.massie@lm.doe.gov

If you have any questions about the ICs, please contact

Susan Smiley

Mound Site Manager

U.S. Department of Energy

Office of Legacy Management

sue.smiley@lm.doe.gov

(513) 648-3333

Sharpstone (GoKeyless) email confirmation

From: [Joshua Stamps](#)
To: [Massie, Joyce \(CONTR\)](#)
Cc: [Clarence R. McGill Jr. ISS-Unlimited](#); [Ferd Ejinaka Pinnacle Architects INC](#); [Jerry Abner Advanced Service Technologies](#); [Matt Williams Alien Workshop](#); [Scott Thomae - Patriot Communications LLC](#); [Lutz, Melissa \(CONTR\)](#); [Smiley, Sue](#)
Subject: [EXTERNAL] Re: Action. RE: Please review and return 2020 Mound Site IC Compliance form
Date: Wednesday, May 6, 2020 1:30:01 PM

I have read the form, am the property owner at 955 Mound Rd, and understand and comply with the ICs.

Josh Stamps
Managing Partner & Co-Founder
(937) 247-9327, ext 101(MY EXTENSION HAS CHANGED)

On Wed, May 6, 2020 at 12:00 PM Massie, Joyce (CONTR) <Joyce.Massie@lm.doe.gov> wrote:

Good morning.

On behalf of Sue Smiley, DOE Office of Legacy Management (LM) Mound site manager, and Navarro Research and Engineering, we hope you and your families are staying safe and well during these trying COVID 19 times.

Please review, sign, and return the attached Property Owners' IC Compliance Form via email to me at Joyce.massie@lm.doe.gov.

With the safe at home order, electronic signatures are fine or an email stating that you have read the form and state that you are the property owner or company representative, and that you understand and comply with the ICs.

If you have questions about the ICs or the form, please contact Sue Smiley at sue.smiley@lm.doe.gov, 513-648-3333 or me.

Thank you.

Joyce Massie

Technical Support

Mound, Ohio, Site

Navarro LMS Team

Contractor to the U.S. Department of Energy

Office of Legacy Management

10995 Hamilton-Cleves Highway, Harrison, OH 45030

(937) 287-1333

Mound Site Landowners – Institutional Controls Compliance Form - 2020

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- 2) **Prohibit the extraction or consumption of, exposure to, or the use in any way of the groundwater** underlying the premises, unless prior written approval from EPA and Ohio EPA has been obtained.
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- 6) **Allow site access** to federal and state agencies and their contractors for sampling and monitoring.

Mound Site Landowners – Institutional Controls Compliance Form - 2020

As a property owner or company representative, I understand and comply with these ICs.

Mark Sams Mark Sams 4-2-20
Printed Name Signature Date

Owner The Woodworking Shop LLC
Title Company

1195 Mound Rd Miamisburg OH 45342
Property Address

Please return the signed form within 15 days via email to: Joyce.massie@lm.doe.gov

If you have any questions about the ICs, please contact

Susan Smiley
Mound Site Manager
U.S. Department of Energy
Office of Legacy Management
sue.smiley@lm.doe.gov
(513) 648-3333

Appendix B

Property Information

Appendix B Property Information Contents

1. Table B-1. Mound Site Building Identifications, Street Addresses, Ownership, County Parcels
2. Table B-2. Mound Site Buildings Demolished by MDC
3. Table B-3. Mound Site Property Details - April 30, 2020
4. Table B-4. Acreage Reconciliations
5. Table B-5. Property Records Montgomery County auditor's web page
6. QC Deed 19-00028127 LM to MDC T Building refiled
7. QC Deed 19-00045569 Sharpstone to City of Miamisburg
8. Plat 2019-00058552 MATC Section 5 Plat – balance of Parcels 6, 7, and 8 and part of Parcel 9
9. QC Deed 19-00061640 LM to MDC for 5 parcels created in Section 5 plat
10. LM letter to MDC April 23, 2020, “30 Day Notice of Termination of The General Purpose Lease, Mound, Ohio, Site,”

Table B-1. Mound Site Building Identifications, Street Addresses, Ownership, County Parcels

DOE Building ID	Former DOE Building Descriptions	Current Building Occupant	Current Miamisburg Street Address	DOE ROD Parcel ID	Property Owner	County Parcel ID
45	Health Physics Calibration Facility	ISS-Unlimited	930 Capstone Drive	6	Kierston Olivia LLC	K46 01507 0045
61	Logistical Support Warehouse	Advanced Service Technologies	885 Mound Road	7 & 8	Mound Research LLC	K46 01507 0046
3	TF area Destructive and Environmental Testing Laboratory	Excelitas Technologies Corp	1100 Vanguard Blvd.	IB	MDC	K46 01507 0032
87	Explosive Testing Building					
100	Training and Offices	Alien Workshop	790 Enterprise Court	D	Dyrdek	K46 01507 0031
102	Offices, Process Support Building	Mound Cold War Discovery Center	1075 Mound Road	IA	MDC	K46 01507 0029
105	Parts Machining	The Woodworking Shop LLC	1195 Mound Road	D	TWS Properties LLC	K46 01507 0030
126	PST Administrative Building	Sharpstone (GoKeyless)	955 Mound Road	(6A & 7) Tracts 1	Sharpstone Investment Properties LLC	K46 00501 0017
126	Road frontage 40 ft to C/L of Mound Road	Dedicated right of way	955 Mound Road	Tract 2	City of Miamisburg	K46 00501 0018 No longer a parcel
COS	Central Operational Support	MDC, Excelitas, Mound Technical Solutions, Precision Joining Technologies, Inorganic Specialists, West Rock, Technology Group LLC	965 Capstone Drive	8	LM	K46 00503 0013
OSE	Operational Support East	Pinnacle Architects Inc.	480 Vantage Point	3 & 6	Pinnacle Architects Inc.	K46 00503 0033 K46 01507 0043
OSW	Operational Support West	Montgomery County Consolidated Dispatch Center (911 Center)	460 Vantage Point	6 & 8	Montgomery County Board of County Commissioners	K46 00503 0031
T	Technical Building	Patriot Communications LLC	945 Capstone Drive	8	Patriot Communications LLC	K46 00501 0019
80–84	Magazines	Used by Excelitas, east of OU-1	None	IB	MDC	K46 01507 0032
SST	Salt storage structure in former RCRA burn area	Empty	None	IB	City	K46 01507 0039
16	Trailers	LM area in Parcel 9 OU-1 area	1275 Vanguard Blvd.	9	LM	K46 01109 0001
300	Building					

Table B-1. Mound Site Building Identifications, Street Addresses, Ownership, County Parcels (continued)

DOE Building ID	Former DOE Building Descriptions	Current Building Occupant	Current Miamisburg Street Address	DOE ROD Parcel ID	Property Owner	County Parcel ID
n/a	MDC Flex Building	Secure Cyber Defense	1390 Vanguard Blvd.	4	City	K46 01507 0040
			1388 Vanguard Blvd. (lighting)	4	City	K46 01507 0040
		Beam Dental	1384 Vanguard Blvd.	4	City	K46 01507 0040
			1380 Vanguard Blvd.	4	City	K46 01507 0040
			1374 Vanguard Blvd.	4	City	K46 01507 0040
	Barge Design Solutions, Inc.	1370 Vanguard Blvd.	4	City	K46 01507 0040	
	Pond at SW entrance of Vanguard Blvd.	Pond area	n/a	Not on Mound site	City	K46 01507 0042
SW corner of site	Includes Mound Business Park sign	n/a	Not on Mound site	City	K46 01507 0041	

Abbreviations:

PST = Power Systems Technologies

TF = Test Fire

Table B-2 lists the buildings demolished by MDC. This information is documented here because these buildings were demolished after the CERCLA remediations were completed, and there are no closeout documents for these demolitions.

Table B-2. Mound Site Buildings Demolished by MDC

DOE Building ID	DOE Building Descriptions	Building Identifier	Date Demolished	DOE ROD Parcel ID
2	Energetic Materials Destructive Testing Facility	In TF area	2011	7
28	Ceramic Production Plastics Development	Former ceramics lab	2013	6
63 and 63W	Surveillance Facility	In TF area	2011	7
GP1	Guard Post-1	In TF area	2006	3
GH	Guard House	Original building, Old Visitor Control, Placement Center	2013	3

Abbreviation:
TF = Test Fire

Table B-3. Mound Site Property Details - April 30, 2020

Owner	County Parcel ID	Acres	DOE QC Deed to MDC with ICs	MATC Plats and Subsequent Deeds	Owner and Mailing address	General Location Building addresses	Applicable ROD
City	K46 00503 0031	2.197	QC 18-00076268	1 of 3 lots created in MATC Section 3 Plat 18-00004495	City of Miamisburg	Lot on hillside north of OSW	Parcel 6, 7, 8
City	K46 01507 0025	2.1941	QC 09-00011643	MDC to City QC 13-00079430 with MATC Section 1 Plat 13-00057208 Then mod MATC Section 1-A Plat 15-00008913	City of Miamisburg	Left of main entrance	Parcel H minus road
City	K46 01507 0037	0.8456	QC 09-00011643	MDC to City QC 13-00079430 with MATC Section 1 Plat 13-00057208 Then mod MATC Section 1-A Plat 15-00008913	City of Miamisburg	Parking lot on right top of hill	Parcel 3 minus road
City	K46 01507 0038	7.8502	QC 09-00011643	MDC to City QC 13-00079430 with MATC Section 1 Plat 13-00057208 Then mod MATC Section 1-A Plat 15-00008913	City of Miamisburg	Large parking lot	Parcel H minus road
City	K46 01507 0039	109.4752	QC 09-00011643	MDC to City QC 13-00079430 with MATC Section 1 Plat 13-00057208 Then mod MATC Section 1-A Plat 15-00008913	City of Miamisburg	Large area with Parcel 4 and Phase I parts	Parcel 4, Phase IB, IC minus road
City	K46 01507 0040	4.6975	QC 09-00011643	MDC to City QC 13-00079430 with MATC Section 1 Plat 13-00057208 Then mod MATC Section 1-A Plat 15-00008913	City of Miamisburg	Flex Building near Benner and SR 25 SW entrance to site 1370-1390 Vanguard Blvd.	Parcel 4
City	K46 01507 0041	2.7833	QC 09-00011643	MDC to City QC 13-00079430 with MATC Section 1 Plat 13-00057208 Then mod MATC Section 1-A Plat 15-00008913	City of Miamisburg and Miamisburg Mound Community Improvement Corp	Corner Benner and Rt. 25. Note: Includes 0.9776 acres of former Canal City Lot 4782 to Rt. 25 Added during MATC Plat Section 1 and 1-A	Parcel 4 minus road

Table B-3. Mound Site Property Details - April 30, 2020 (continued)

Owner	County Parcel ID	Acres	DOE QC Deed to MDC with ICs	MATC Plats and Subsequent Deeds	Owner and Mailing address	General Location Building addresses	Applicable ROD
City	K46 01507 0042	14.8489	QC 09-00011643	MDC to City QC 13-00079430 w with MATC Section 1 Plat 13-00057208 Then mod MATC Section 1-A Plat 15-00008913	City of Miamisburg	Pond area Note: Includes 1.1884 acres from former Canal city lot 4781 to Rt. 25 added during MATC Plat Section 1-A	Parcel 4 minus road
City	K46 01507 0044	2.570	QC 09-00011643	MDC to City QC 13-00079430 w with MATC Section 1 Plat 13-00057208 Then mod MATC Section 1-A Plat 15-00008913 Then mod in MATC Section 2 Plat 17-00036642	City of Miamisburg	Guard house (GH) parking lot	Parcel 3 minus road
City	Former K46 00501 0018 No parcel # now	0.00	QC 12-00083743 0.2710 acres Now in Mound Road Show n in Section 5 plat	MDC to BOI BOI to MDC MDC to Sharpstone 16-00071750 Sharpstone to City 19-00045569	City of Miamisburg roadright of way	Part of 6A road front	Parcels 6, 7, and 8
MDC	K46 01507 0029	2.3279	QC 09-00011643	MDC to City QC 13-00079430 w with MATC Section 1 Plat 13-00057208 City to MDC QC 16-00049911	Mound Development Corporation	Bldg. 102 1075 Mound Road Mound Cold War Discovery Center	Phase IA
MDC	K46 01507 0032	10.0802	QC 09-00011643	MDC to City QC 13-00079430 w with MATC Section 1 Plat 13-00057208 MATC Section 1-A Plat 15-00008913 City to MDC QC 19-00020278	Mound Development Corporation	Excelitas Old Test Fire area Buildings 3 and 87 1100 Vanguard Blvd.	Phase IB
MDC	K46 00503 0034	11.8801	QC 19-00061640	Created in MATC Section 5 Plat 19-00058552	Mound Development Corporation	Western main hill area.	Parcel 678
MDC	K46 00503 0035	17.5691	QC 19-00061640	Created in MATC Section 5 Plat 19-00058552	Mound Development Corporation	North of Vanguard COS Building 965 Capstone	Parcel 678 Parcel 9 Plus Environmental Covenant
MDC	K46 00503 0036	29.1291	QC 19-00061640	Created in MATC Section 5 Plat 19-00058552	Mound Development Corporation	East of Vanguard	Parcel 678

Table B-3. Mound Site Property Details - April 30, 2020 (continued)

Owner	County Parcel ID	Acres	DOE QC Deed to MDC with ICs	MATC Plats and Subsequent Deeds	Owner and Mailing address	General Location Building addresses	Applicable ROD
MDC	K46 00503 0037	4.0117	QC 19-00061640	Created in MATC Section 5 Plat 19-00058552	Mound Development Corporation	West of Vanguard	Parcel 678 Parcel 9 Plus Environmental Covenant
MDC	K46 00503 0038	6.3717	QC 19-00061640	Created in MATC Section 5 Plat 19-00058552	Mound Development Corporation	South of Vanguard Excelitas parking area	Parcel 678 Parcel 9 Plus Environmental Covenant
Total MDC		228.8316					
Sharpstone Investment Properties LLC	K46 00501 0017	5.3500	QC 12-00083743	BOI to Sharpstone GW 16 00071750	Sharpstone Investment Properties LLC GoKeyless	Most of former 6A plus parts of Parcel 7 Building 126 955 Mound Road	Parcels 6, 7, and 8
Dyrdek Enterprises Inc	K46 01507 0031	5.5191	QC 09-00011643	MATC Section 1 Plat 13-00087203 Plat 13-00057208 MDC to Dyrdek 14 00069587	Deed: Dyrdek Enterprises Inc. 3130 Wilshire Blvd Ste 600 Santa Monica, CA 90403 (identified to LM as Alien Workshop)	Parcel D minus road Building 100 790 Enterprise Court	Parcel D
Kierston Olivia LLC	K46 01507 0045	3.2975	QC 17-00045599	Created in MATC Section 2 Plat 17-00036642 LW 17 00045600	Deed: KIERSTON OLIVIA LIMITED LIABILITY COMPANY (holding company for ISS Unlimited) Clarence R. McGill, Jr. 930 Capstone Drive, Miamisburg, OH 45342 County records incorrectly lists owner as US DOE 250 E 5 th Street Cincinnati Ohio	Bldg. 45 930 Capstone Drive	Parcel 6 & 7

Table B-3. Mound Site Property Details - April 30, 2020 (continued)

Owner	County Parcel ID	Acres	DOE QC Deed to MDC with ICs	MATC Plats and Subsequent Deeds	Owner and Mailing address	General Location Building addresses	Applicable ROD
Mound Research LLC	K46 01507 0046	4.9537	QC 17 00055321	Lot created in MATC Section 2 Plat 17-00036642 LW 17 00055322	Deed: Advanced Service Technologies) County records lists mailing address as Mound Research LLC 885 Mounddr Dr (spelled as shown) Miamisburg OH 45343	Bldg. 61 885 Mound Road	Parcel D minus road
Montgomery County, Ohio	K46 01503 0031	4.50	QC 18 0006246	1 of 3 lots created in MATC Section 3 Plat 18-00004495 MDC to Jen Skyline LW 18 0009417 Jen Skyline to Montgomery County LW 19-00070585	Montgomery County Consolidated Dispatch Center	OSW Bldg. 460 Vantage Point	Parcel 6, 7, 8
Pinnacle Architects	K46 00503 0033	3.833	QC 18-00006246	1 of 3 lots created in MATC Section 3 Plat 18-00004495 LW 18-00045894	Pinnacle Architects Inc 480 Vantage Point Miamisburg, Ohio 45342	OSE Building 480 Vantage Point	Parcel 6, 7, 8
Pinnacle Architects	K46 01507 0043	1.3035	DOE to MDC 2 QC deeds for Parcel 3 contained this area original QC 02-00128206 replaced by QC 09-00011643	MDC to City Deed 13-00079430 Created in MATC Section 1 Plat 13-00057208 Modified in MATC Section 2 Plat 17-00036642 City to MDC 18-00045893 MDC to Pinnacle 18-00045894	Pinnacle Architects	OSE Bldg. parking lot	Parcel 3 minus road
Patriot Communications LLC	K46 00501 0019	4.26	DOE to MDC QC 18-00064591 Rerecorded as QC 19-00028127	New lot created in MATC Section 4 Plat 18-00052009 MDC to Pinnacle LW 18-00064592	Patriot Communications LLC	T Building 945 Capstone Drive	Parcel 6, 7, 8
TWS Properties LLC	K46 01507 0030	4.8008	DOE to MDC QC 09-00011643	MATC Sect 1 Plat-13-00087203 City owned City to MDC QC 15-00023825 MDC to TWS LW 19-00015160 Refined LW 19-00030809	TWS Properties LLC (The Woodworking Shop)	Bldg. 105 1195 Mound Road	Parcel D minus road

Table B-3. Mound Site Property Details - April 30, 2020 (continued)

Owner	County Parcel ID	Acres	DOE QC Deed to MDC with ICs	MATC Plats and Subsequent Deeds	Owner and Mailing address	General Location Building addresses	Applicable ROD
	Other Owners' total	37.8176					
LM	K46 00503 0039 Lot 8071	5.9521	None	MATC Section 5 Plat 19-00058552 No deed	LM but parcel is not listed on County auditor's website	OU-1 area	Parcel 9 – OU-1 ROD and Amendment
LM	K46 00503 0040 Lot 8072	5.7021	None	MATC Section 5 Plat 19-00058552 No deed	LM but parcel is not listed on County auditor's website	OU-1 area	Parcel 9 – OU-1 ROD and Amendment
LM	K46 00503 0041 Lot 8073	4.8771	None	MATC Section 5 Plat 19-00058552 No deed	LM but parcel is not listed on County auditor's website	OU-1 area	Parcel 9 – OU-1 ROD and Amendment
LM	K46 00503 0042 Lot 8074	2.0185	None	MATC Section 5 Plat 19-00058552 No deed	LM but parcel is not listed on County auditor's website	OU-1 roadway	Parcel 9 – OU-1 ROD and Amendment
Per MATC Section 5 plat	LM total	18.5498		New property boundaries are shown on County GIS site			

Abbreviations:

MATC = Mound Advanced Technology Center; OSE = Operational Support East

Notes:

Access information on county parcels on Montgomery County auditor's website at <https://www.mcreatestate.org/search/commonsearch.aspx?mode=address>. Access copies of deeds, MATC Section plats, instrument number (QC) on the Montgomery County recorder's website at <http://public.mcrecorder.org/external/User/Login.aspx?ReturnUrl=%2fexternal>. Use 4 digits for year.

Table B-4. Acreage Reconciliations

Acreage Reconciliation		
Total county property records all owners. Lots created in MATC Section plats 1–5		285.1990
Plus acreage of streets per MATC Section plats 1–5		22.1524
		307.3514
Minus acreage of 2 canal City lots merged with Mound lots. Not in original boundary		2.1660
Final total		305.1854
Previous acreages:		
1998 Mound Plant Property 305.116 acres	2005 Beal Survey 305.063 acres	2017 BWSC reconciliation 305.0618 acres

Abbreviation:

MATC = Mound Advanced Technology Center

Table B-5. Property Records Montgomery County auditor's web page

Property records as currently listed on Montgomery County auditor's web page						
OLD DOE Property			Old property outlines NOT shown on county GIS site			
	Parcel ID as shown on Montgomery County Auditor site until 2019		Deed as shown on auditor site	Owner still shown on auditor site	Location	ROD
	K46 00501 0002	5.063 minus plats	01214P00017	United States %	Most of Parcel 6	Parcels 6, 7, and 8
	K46 00501 0016	36.9990 minus plats	2012-00082087	United States Address unknown	Approximately Parcel 7	Parcels 6, 7, and 8
	K46 00503 0013	64.257 minus plats	01258P00056	United States %	Combo parts of Parcels 6, 8, and 9	Parcels 6, 7, and 8; Parcel 9
	K46 00503 0030	1.922	2012 0082087	United States	Part of Parcel 7 east of Excelitas	Parcels 6, 7, and 8
	K46 01109 0001	10.2040	1981-00376A001	Harry Hill Area Manager Dept of Energy Dayton Area PO Box 66 Miamisburg, OH 45343 0066	OU1 area	Parcel 9
	K46 01109 0003	1.6000	01258P00074	United States PO Box 271 Wilmington, OH 45177-0271	Former road west of OU1 area	Parcel 9

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Type: DEE
Kind: DEED
Recorded: 11/01/2018 03:40:41 PM
Fee Amt: \$52.00 Page 1 of 5
Montgomery County, OH
Brandon C. McClain County Recorder
File# 2018-00064591

TRANSFER
03:28pm NOVEMBER 01, 2018
KARL L. KEITH, COUNTY AUDITOR
Conv/Tran #: 19166 \$.00

Type: Deeds
Kind: DEED
Recorded: 6/3/2019 3:11:29 PM
Fee Amt: \$60.00 Page 1 of 6
Montgomery County, OH
Brandon C. McClain Recorder

File# 2019-00028127

6
QUIT CLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the Secretary of the Department of Energy (hereinafter sometimes called "Grantor"), under and pursuant to the authority of the Atomic Energy Act of 1954, Section 161 (g) (42 U.S.C. §2201(g)), in consideration of the covenants contained herein, and other good and valuable consideration, duly paid by the Mound Development Corporation, a not-for-profit corporation subsisting under the laws of Ohio and recognized by the Secretary of Energy as the agent for the community wherein the former Mound Facility is located (hereinafter sometimes called "Grantee"), the receipt of which is hereby acknowledged, hereby QUIT CLAIMS unto Grantee, its successors and assigns, subject to the reservations, covenants, and conditions hereinafter set forth, all of its right, title and interest, together with all improvements thereon and appurtenances thereto, the following described real property (the "Premises"), being a portion of the property commonly referred to as Parcel 8:

Situate in Sections 30 and 36, Town 2, Range 5, M.R.S., City of Miamisburg, Montgomery County, Ohio and being Lot Numbered 8058 of the Mound Advanced Technology Center Record Plan Section 4 as recorded in Plat Book 232, Page 26 of the Montgomery County, Ohio records.
and 26A

Parcel I.D. No.: K46 00501 0019

Prior Deed Reference: Deed Book 1214, Page 12 and Deed Book 1246, Page 45
of the deed records of the Montgomery County, Ohio
Recorder's office

OVER SUBJECT TO an easement hereby granted, upon or across the Premises, in connection with the covenants of Grantor and/or Grantee in paragraphs numbered 1.1-1.3, 3.2 and 3.3 of this Deed and as otherwise needed for purposes of any response action as defined under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, including but not limited to, environmental investigation or remedial action on the Premises or on property in the vicinity thereof, including the right of access to, and use of, to the extent permitted by applicable law, utilities at reasonable cost, to the State of Ohio, acting by and WHEN ORIGINALLY RECORDED, PAGES OF THIS DEED WERE INADVERTENTLY SWITCHED WITH THE DEED AT FILE NO. 2018-00064592. THIS DEED IS BEING RERECORDED TO CORRECT THE ERROR AND TO CONFIRM ALL PAGES CONSTITUTING THIS DEED.

Page 1 of 6

through the Director of the Ohio Environmental Protection Agency (OEPA) or the Ohio Department of Health (ODH), their successors and assigns. Grantee understands that any such response action will be conducted in a manner so as to attempt to minimize interfering with the ordinary and reasonable use of the Premises;

RESERVING unto Grantor, the United States of America, acting by and through the U.S. Dept. of Energy (DOE) and/or the U.S. Environmental Protection Agency (USEPA), their successors and assigns, an easement to, upon or across the Premises in connection with the covenants of Grantor and/or Grantee in paragraphs numbered 1.1-1.3, 3.2 and 3.3 of this Deed and as otherwise needed for purposes of any response action as defined under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, including but not limited to, environmental investigation or remedial action on the Premises or on property in the vicinity thereof, including the right of access to, and use of, to the extent permitted by applicable law, utilities at reasonable cost to Grantor. Grantee understands that any such response action will be conducted in a manner so as to attempt to minimize interfering with the ordinary and reasonable use of the Premises.

In connection with this conveyance, Grantor shall hold harmless and indemnify Grantee and any successor, assignee, transferee, lender or lessee of a person or entity that acquires ownership or control of any portion of the Premises, according to the provisions of 50 USCS § 2811(b), and as limited by the scope, purposes and conditions contained in 50 USCS § 2811, against any claim for injury to a 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 on the area commonly known as the former Mound Facility including but not limited to the Premises. This covenant shall run with the land.

This Deed and conveyance is made and accepted without warranty of any kind, either expressed or implied, except for the indemnity of 50 USCS § 2811(b) and the warranty in paragraph 3.3 of this Deed, and is expressly made under and subject to all reservations, restrictions, rights, covenants, easements, licenses, and permits, whether or not of public record, to the extent that the same affect the Premises.

1. The parties hereto intend the following restrictions and covenants to run with the land and to be binding upon the Grantee and its successors, transferees, and assigns or any other person acquiring an interest in the Premises, for the benefit of Grantor, USEPA and the State of Ohio, acting by and through the Director of OEPA or ODH, their successors and assigns.
 - 1.1(a) Excepting those soils in an area approximately 40 feet wide and bounded on the east by the centerline of Mound Road, Grantee covenants that any soil from the Premises shall not be placed on any property outside the boundaries of that

described in instruments recorded at Deed Book 1214, pages 10, 12, 15, 17 and 248; Deed Book 1215, page 347; Deed Book 1246, page 45; Deed Book 1258, pages 56 and 74; Deed Book 1256, page 179; Micro-Fiche 81-376A01; and Micro-Fiche 81-323A11 of the Deed Records of Montgomery County, Ohio (and as illustrated in the "Parcels 6, 7 and 8 Environmental Summary, Notices of Hazardous Substances, Mound Plant, Miamisburg, Ohio dated August 2010", which can be found in an Exhibit to Instrument Number 2012-00083743 of the Deed Records of Montgomery County, Ohio), without prior written approval from ODH, OEPA, and USEPA, or successor agencies.

- (b) Grantee covenants, in regard to the structure known as "T Building" as shown in Exhibit A attached hereto, that for areas 1C-06 (corridor 39), 1C-07, 1C-08, 1C-09, 1C-11, 1C-12, 1C-15, 1C-16, 1S-10 and SYS-02A/B/C, Grantee shall not remove concrete floor material to a location outside that specified in paragraph 1.1(a) without the approval of USEPA or Ohio EPA, and for areas 1C-10 and 1C-21, Grantee shall take no action that causes a penetration in the concrete floor of those areas without the prior approval of USEPA and Ohio EPA. The specified areas mentioned above are on the first floor of T Building and are designated in the T Building drawing in Exhibit A hereto. T Building is a five-story structure, entirely underground, located at and about Latitude N 39°37'48.75" and Longitude W 84°17'13.65" depicted in a diagram and photographs in Exhibit A. Ground level at the top of T Building is at an approximate elevation of 872' AMSL.

1.2 Grantee covenants not to use, or allow the use of the Premises, for any residential or farming activities, or any other activities which could result in the chronic exposure of children under eighteen years of age to soil or groundwater from the Premises. Restricted uses shall include, but not be limited to:

- (1) single or multi-family dwellings or rental units;
- (2) day care facilities;
- (3) schools or other educational facilities for children under eighteen years of age; and
- (4) community centers, playgrounds, or other recreational or religious facilities for children under eighteen years of age.

The United States Department of Energy or its successor agency shall be contacted to resolve any questions which may arise as to whether a particular activity would be considered a restricted use.

- 1.3 Grantee covenants not to extract, consume, expose, or use in any way the groundwater underlying the premises without the prior written approval of the United States Environmental Protection Agency (Region V) and the OEPA.
2. The Grantor hereby grants to the State of Ohio and reserves and retains for itself, its successors and assigns an irrevocable, permanent, and continuing right to enforce the covenants of this Quit Claim Deed through proceedings at law or in equity, including resort to an action for specific performance, as against and at the expense of Grantee, its successors and assigns, including reasonable legal fees, and to prevent a violation of, or recover damages from a breach of, these covenants, or both. Any delay or forbearance in enforcement of said restrictions and covenants shall not be deemed to be a waiver thereof.
3. Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9620(h)(3)), the following is notice of hazardous substances, the description of any remedial action taken, and a covenant concerning the Premises.
 - 3.1 **Notice of Hazardous Substance:** Grantor has made a complete search of its files and records concerning the Premises. Those records indicate that the hazardous substances described in an Exhibit to Instrument Number 2012-00083743 of the Deed Records of Montgomery County, Ohio, have been stored for one year or more or disposed of on the Premises and said Exhibit also shows the dates that such storage/disposal took place.
 - 3.2 **Description of Remedial Action Taken:** Institutional Controls are established. The Institutional Controls are set forth as covenants in Sections 1.1, 1.2, and 1.3 of this Deed.
 - 3.3 **Covenant:** Grantor covenants and warrants that all remedial action necessary for the protection of human health and the environment with respect to any hazardous substances remaining on the property has been taken, and any additional remedial action found to be necessary after the date of this Deed regarding hazardous substances existing prior to the date of this Deed shall be conducted by Grantor, provided, however, that the foregoing covenant shall not apply in any case in which the presence of hazardous substances on the property is due to the activities of Grantee, its successors, assigns, employees, invitees, or any other person subject to Grantee's control or direction.
4. Unless otherwise specified, all the covenants, conditions, and restrictions to this Deed shall be binding upon, and shall inure to the benefit of, the assigns of Grantor and the successors and assigns of Grantee.

IN WITNESS WHEREOF, the United States of America, acting by and through its Secretary of the Department of Energy, has caused these presents to be executed this 24th day of September, 2018.

UNITED STATES OF AMERICA

By: [Signature]
Budmir Sokolovich
Asset Manager and LM-13 Asset
Management Team Lead
United States Department of Energy
Office of Legacy Management

State of Colorado)
County of Jefferson) SS:

Before me, a Notary Public in and for said State and County, appeared this 24th day of September, 2018, Budmir Sokolovich, who acknowledged that he is the Asset Manager and LM-13 Asset Management Team Lead for the United States Department of Energy Office of Legacy Management, with full authority to execute the foregoing on behalf of the United States of America, and who acknowledged the above to be his signature and his free act and deed.

SEAL
KATHERINE KOETT
Notary Public
State of Colorado
Notary ID # 20074027594
My Commission Expires 07-17-2019

[Signature]
Notary Public

Prepared by:
Randolph T. Tormey, Esq.
250 E. 5th Street, Ste 500
Cincinnati, OH 45202
(513) 246-0583
OH Atty. Regis. 0007803

CHICAGO TITLE INSURANCE CO.
CENTRE
ST., STE 250 BOX
CINCINNATI, OH 45402
38180299

001969\00649\00965578.docx-3

File# 2019-00045569

3
QUIT CLAIM DEED
(Ohio Statutory Form)

K46 00501 0018

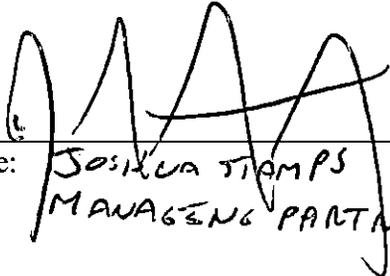
SHARPSTONE INVESTMENT PROPERTIES LLC, an Ohio limited liability company, for valuable consideration paid, grants to **CITY OF MIAMISBURG, OHIO**, whose tax mailing address is c/o Chris Fine, Development Director, 20 E. Central Avenue, Miamisburg, Ohio 45342, the following described real property:

See Exhibit A, attached hereto and incorporated herein.

PRIOR DEED REFERENCE: Instrument Number 2016-00071750 of the Official Records of Montgomery County, Ohio.

Executed this 9th day of August, 2019.

SHARPSTONE INVESTMENT
PROPERTIES LLC
an Ohio limited liability company

By: 
Name: JOSILUA STAMPS
Title: MANAGING PARTNER

over

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 9th day of August, 2019,
by Justin Stamps, _____ of Sharpstone Investment
Properties LLC, an Ohio limited liability company, on behalf of the company.



CHAD J SINGER
Notary Public, State of Ohio
My Commission Expires
September 15, 2021



Notary Public

This Instrument Prepared By:
Shannon L. Costello, Esq. **BOX**
Coolidge Wall Co., L.P.A.
33 West First Street, Suite 600
Dayton, Ohio 45402
937-223-8177

w:\wdox\client\001969\00621\01032089.docx

EXHIBIT A

K46 00501 0018

Situate in Section 30, Town 2, Range 5 M.R.S., and being part of Lot 2259 of the revised and consecutive numbers of lots on the plat of the City of Miamisburg, Montgomery County, Ohio, being part of 2.352 acre tract conveyed to United States of America by deed recorded in IR # Deed 12-082086 of the deed records of said county and part of a 42.037 acre tract conveyed to United States of America by deed recorded in IR # Deed 12-082087 of the deed records of said county and being a 0.271 acre tract for roadway purposes more particularly described as follows:

Commencing for reference at a limestone monument found at the northwest corner of said Section 30:

Thence S 85° 02' 50" E with the north line of Lot 2258 a distance of 1249.98 feet to a 5/8" iron pin found ("Floyd Browne Group") at the northeast corner of a 14.288 acre tract conveyed to Miamisburg Mound Community Improvement Corporation as recorded in IR # Deed 09-011643 of the deed records of said county, said pin being S 85° 02' 50" E a distance of 1249.98 feet from a concrete monument found at the northwest corner of said Section 30;

Thence S 05° 32' 42" W with the east line of said 14.288 acre tract and the centerline of Mound Road a distance of 1145.72 (passing a 1" iron pin in a monument box at 886.40 feet) to a MAG nail set at the true point of beginning of the herein described tract;

Thence from said true point of beginning S 05° 32' 42" W with the centerline of said Mound Road a distance of 336.76 feet to a MAG nail set;

Thence on a new division line the following 3 courses:

1. N 84° 09' 44" W a distance of 35.00 feet to a 5/8" iron pin set;
2. N 05° 32' 42" E a distance of 336.76 feet to a 5/8" iron pin set;
3. S 84° 09' 44" E a distance of 35.00 feet to the true point of beginning containing 0.271 acres more or less, 0.241 acres from a 2.352 acre tract and 0.030 acres from a 42.037 acre tract, subject, however, to all legal highways, easements and restrictions of record.

Bearings based on the centerline of Mound Road per ID # Deed 09-011643 S 05° 32' 42" W.

The above description is a result of a field survey prepared by Raymond B. Mefford Registered Surveyor N. 7367 and Judge Engineering Company dated October 1, 20-12, as recorded in the Montgomery County Engineer's Record of Land Surveys in Volume 2012, Page 0269.

PPN: K46 00501 0018

KARL KEITH	
COUNTY AUDITOR	
MONTGOMERY COUNTY DAYTON, OHIO	
DESCRIPTION APPROVED FOR	
STRAIGHT TRANSFER CLOSURE.	
BY <u>MMW</u>	DATE <u>8/23/19</u>
	MAP DEPARTMENT

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K46-5-1-2 DAL, 16/18 ALL K46-5-3-13 30 44

19 OCT 21 PM 12:52
KARL L. KEITH
AUCTOR

234 P 37

OWNER'S STATEMENT:

DATE 9/10/19, 2019

STATE OF OHIO, COUNTY OF MONTGOMERY, S.S.
POLLY ROBINSON, IN HER CAPACITY AS REALTY SPECIALIST
DEPARTMENT OF ENERGY, OFFICE OF LEGACY MANAGEMENT BEING
DULY SWORN, SAYS THAT ALL PERSONS AND CORPORATIONS, TO THE
BEST OF HER KNOWLEDGE, INTERESTED IN THIS DEDICATION, EITHER AS
OWNERS OR LEINHOLDERS, HAVE UNITED IN IT'S EXECUTION

Polly Robinson
OWNER UNITED STATES OF AMERICA

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED
MY OFFICIAL SEAL ON THE DAY AND DATE ABOVE WRITTEN.

NOTARY PUBLIC
MY COMMISSION EXPIRES

Lorraine A. Huber
LORRAINE A. HUBER
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires

DEDICATION:
WE THE UNDERSIGNED, BEING ALL THE OWNERS AND LEINHOLDERS OF THE
LAND BEING SUBDIVIDED DO HEREBY ACKNOWLEDGE THE MAKING AND
SIGNING OF THIS PLAT TO BE OUR VOLUNTARY ACT AND DEED, AND DO
HEREBY DEDICATE THE STREETS AND RESERVE THE EASEMENTS AS SHOWN
WITHIN THE PLAT TO THE PUBLIC USE FOREVER.

GRANT OF EASEMENT:

WE THE UNDERSIGNED BEING ALL THE OWNERS AND LEINHOLDERS OF THE
LAND BEING SUBDIVIDED DO HEREBY ACKNOWLEDGE THE MAKING AND
SIGNING OF THIS PLAT TO BE OUR VOLUNTARY ACT AND DEED, AND DO
HEREBY GRANT AN INGRESS/EGRESS EASEMENT TO THE PUBLIC USE FOREVER
OVER THE PORTION OF THE STREETS AS MARKED WITHIN THE PLAT AS THE
"ROADWAY EASEMENT". THOSE AREAS DESIGNATED AS ROADWAY EASEMENT
SHALL REMAIN THE PROPERTY OF THE UNITED STATES OF AMERICA, AS
RECORDED IN BOOK 1214, PAGE 12, BOOK 1246, PAGE 45, AND IR #12-082087
OF THE DEED RECORDS OF MONTGOMERY COUNTY, OHIO. THE AREAS DESIGNATED
AS ROADWAY EASEMENT SHALL BE FOR THE PURPOSE OF PUBLIC INGRESS/EGRESS
AND FOR THE EXTENSION OF PUBLIC UTILITIES. THE UNITED STATES OF AMERICA
SHALL RETAIN EXCLUSIVE CONTROL OVER THE AREAS DESIGNATED AS ROADWAY
EASEMENT, BUT SHALL GRANT THE CITY OF MIAMISBURG REASONABLE ACCESS
TO CONDUCT ROADWAY MAINTENANCE, UTILITY MAINTENANCE, AND SNOW REMOVAL
IN THE ROADWAY EASEMENT

LINE OF OCCUPATION WHERE EXISTING AGREE IN GENERAL
WITH PROPERTY LINES

PERTINENT DOCUMENTS:
DEED RECORDS, PLATS AND SURVEYS AS SHOWN ON THIS PLAT

ALL MONUMENTATION SET/FOUND IN GOOD CONDITION UNLESS
OTHERWISE NOTED

SUPERIMPOSED AREA NOTE:
ALL THE LANDS OF DEDICATORS FROM WHICH THIS
PLAT IS DRAWN

OWNER: CITY OF MIAMISBURG, OHIO

Chris F...
WITNESS

Kim Combs
WITNESS

Keith Johnson
KEITH JOHNSON, CITY MANAGER

STATE OF OHIO, COUNTY OF MONTGOMERY S.S.

BE IT REMEMBERED, THAT ON THIS 24 DAY OF September, 2019
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE,
PERSONALLY CAME KEITH JOHNSON, CITY MANAGER KNOWN AND ACKNOWLEDGED THE
SIGNING AND EXECUTION OF THE WITHIN PLAT TO BE HIS VOLUNTARY ACT AND DEED.

IN TESTIMONY THEREOF, I HAVE HEREUNTO SET MY HAND AND NOTARIAL SEAL
ON THE DAY AND DATE WRITTEN ABOVE

Lorraine A. Huber
NOTARY PUBLIC
MY COMMISSION EXPIRES 4/17/23

RECORDED PLAN

MOUND ADVANCED TECHNOLOGY CENTER SECTION 5

BEING A REPLAT OF PART LOTS 2259, 2290, 4777,
OF THE CONSECUTIVE LOT NUMBERS OF THE CITY OF MIAMISBURG
SECTIONS 30 & 35, TOWN 2, RANGE 5 M.R.s.
MONTGOMERY COUNTY, OHIO
85.4931 ACRES IN LOTS
5.5112 ACRES IN STREETS
2.0185 ACRES IN ROADWAY EASEMENT
93.0230 ACRES TOTAL
AUGUST 2019

PREPARED BY:
JUDGE ENGINEERING CO.
1201 E. DAVID ROAD
KETTERING, OHIO 45429
PHONE 937/294-1441 FAX 937/294-6408

OWNER: UNITED STATES OF AMERICA

Shawn L. Costello
WITNESS

Ed Ch...
WITNESS

Polly Robinson
POLLY ROBINSON

STATE OF OHIO, COUNTY OF MONTGOMERY S.S.

BE IT REMEMBERED, THAT ON THIS 10th DAY OF September, 2019
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE,
PERSONALLY CAME POLLY ROBINSON KNOWN AND ACKNOWLEDGED THE
SIGNING AND EXECUTION OF THE WITHIN PLAT TO BE HER VOLUNTARY ACT AND DEED.

IN TESTIMONY THEREOF, I HAVE HEREUNTO SET MY HAND AND NOTARIAL SEAL
ON THE DAY AND DATE WRITTEN ABOVE

Lorraine A. Huber
NOTARY PUBLIC
MY COMMISSION EXPIRES

Lorraine A. Huber
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
September 3, 2023



PLAT BOOK 234 PAGE:

37

KARL L. KEITH
AUCTOR
19 OCT 21 PM 12:52

COVENANTS AND RESTRICTIONS:

1. LOTS SHOWN ON THIS PLAT SHALL BE SUBJECT TO AND GOVERNED BY ALL APPLICABLE ZONING REQUIREMENTS OF THE CITY OF MIAMISBURG, OHIO
2. LOTS SHOWN ON THIS PLAT SHALL BE SUBJECT TO MOUND ADVANCED TECHNOLOGY CENTER DECLARATION OF COVENANTS AND RESTRICTIONS DATED DECEMBER 14, 2012 AND RECORDED AT INSTRUMENT NO. 2012-084258
3. THE PROPERTY THAT IS THE SUBJECT OF THIS PLAT WAS PREVIOUSLY OWNED BY THE UNITED STATES GOVERNMENT. THE DEEDS TRANSFERRING THE PROPERTY FROM THE UNITED STATES GOVERNMENT, THROUGH ITS AGENCY THE DEPARTMENT OF ENERGY, CREATED COVENANTS AND RESTRICTIONS THAT AFFECT THE USE OF THE PROPERTY BY ALL FUTURE OWNERS, TENANTS, EMPLOYEES AND VISITORS. THESE COVENANTS AND RESTRICTIONS CAN BE VIEWED IN THE DEEDS WHICH ARE RECORDED IN THE MONTGOMERY COUNTY, OHIO RECORDER'S OFFICE. THESE DEEDS ARE RECORDED AT THE FOLLOWING LOCATIONS AND ON THE FOLLOWING DATES:

- DEED RECORDED DECEMBER 21, 1999 AT DEED 99-141468
- DEED RECORDED DECEMBER 21, 1999 AT DEED 99-141469
- DEED RECORDED OCTOBER 17, 2002 AT DEED 02-128007
- DEED RECORDED OCTOBER 18, 2002 AT DEED 02-128206
- DEED RECORDED NOVEMBER 22, 2002 AT DEED 02-146503
- DEED RECORDED NOVEMBER 22, 2002 AT DEED 02-146504
- DEED RECORDED FEBRUARY 24, 2009 AT DEED 09-116432
- DEED RECORDED DECEMBER 19, 2012 AT DEED 12-083743

THE RESPECTIVE COVENANTS AND RESTRICTIONS SET FORTH IN THESE DEEDS RUN WITH THE RESPECTIVE LANDS TRANSFERRED THEREBY AND BIND ALL HEIRS, SUCCESSORS AND ASSIGNS

DESCRIPTION:

BEING A REPLAT OF PART LOTS 2259, 2290, & 4777,
OF THE CONSECUTIVE LOT NUMBERS OF THE CITY OF MIAMISBURG
AS CONVEYED TO THE UNITED STATES OF AMERICA AS RECORDED
IN BOOK 1214, PAGE 12 TRACT A-104, BOOK 1246, PAGE 45, TRACT A-108
AND IR# 12-082087 AND A 0.271 ACRE TRACT CONVEYED TO THE CITY
OF MIAMISBURG, OHIO BY DEED RECORDED IN IR #19-045569
OF THE DEED RECORDS OF SAID COUNTY
AND CONTAINING 85.7639 ACRES IN LOTS, 5.5112 ACRES IN
STREETS AND 2.0185 ACRES IN ROADWAY EASEMENT FOR 93.0230 ACRES TOTAL

CERTIFICATION:

THE MEASUREMENTS ARE CERTIFIED CORRECT AND IRON PINS WILL BE SET
AS SHOWN, CURVE DISTANCES ARE MEASURED ON THE ARC.



Raymond B. Mefford
RAYMOND B. MEFFORD, PS#7367
DATE 8/27/19

APPROVAL

APPROVED AND ACCEPTED THIS 16th DAY OF September, 2019
BY THE PLANNING COMMISSION OF THE CITY OF MIAMISBURG, OHIO

Soledad Karacia
SECRETARY
MIAMISBURG, OHIO

APPROVED AND ACCEPTED THIS 16th DAY OF September, 2019
BY THE COUNCIL OF THE CITY OF MIAMISBURG, OHIO

Richard P. Blum
MAYOR
MIAMISBURG, OHIO

SHEET 1 of 2

APPROVED FOR DESCRIPTION

MONTGOMERY COUNTY ENGINEER

19-069
JOB NO.

10/17/19
DATE

Paul
CHECKED BY

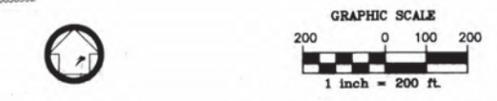
RECORD PLAN
MOUND ADVANCED TECHNOLOGY CENTER SECTION 5

BEING A REPLAT OF PART LOTS 2259, 2290, 4777,
 OF THE CONSECUTIVE LOT NUMBERS OF THE CITY OF MIAMISBURG
 SECTIONS 30 & 35, TOWN 2, RANGE 5 M.Rs.
 MONTGOMERY COUNTY, OHIO
 85.4331 ACRES IN LOTS
 5.5112 ACRES IN STREETS
 2.0185 ACRES IN ROADWAY EASEMENT
 93.0230 ACRES TOTAL
 AUGUST 2019

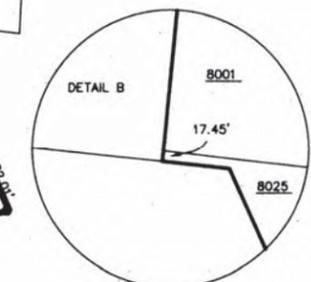
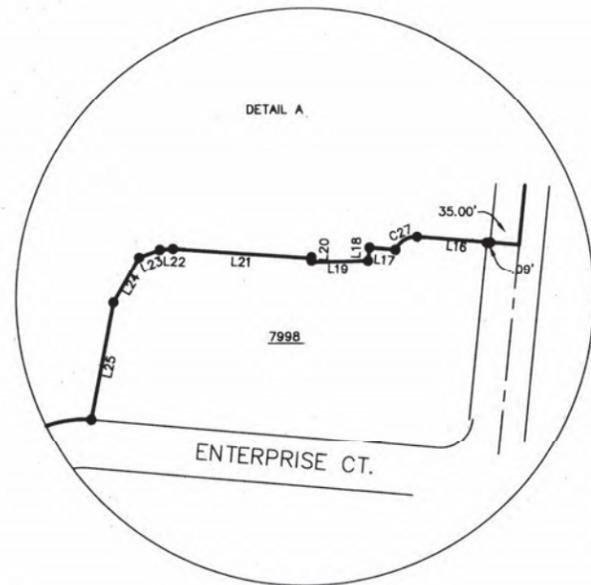
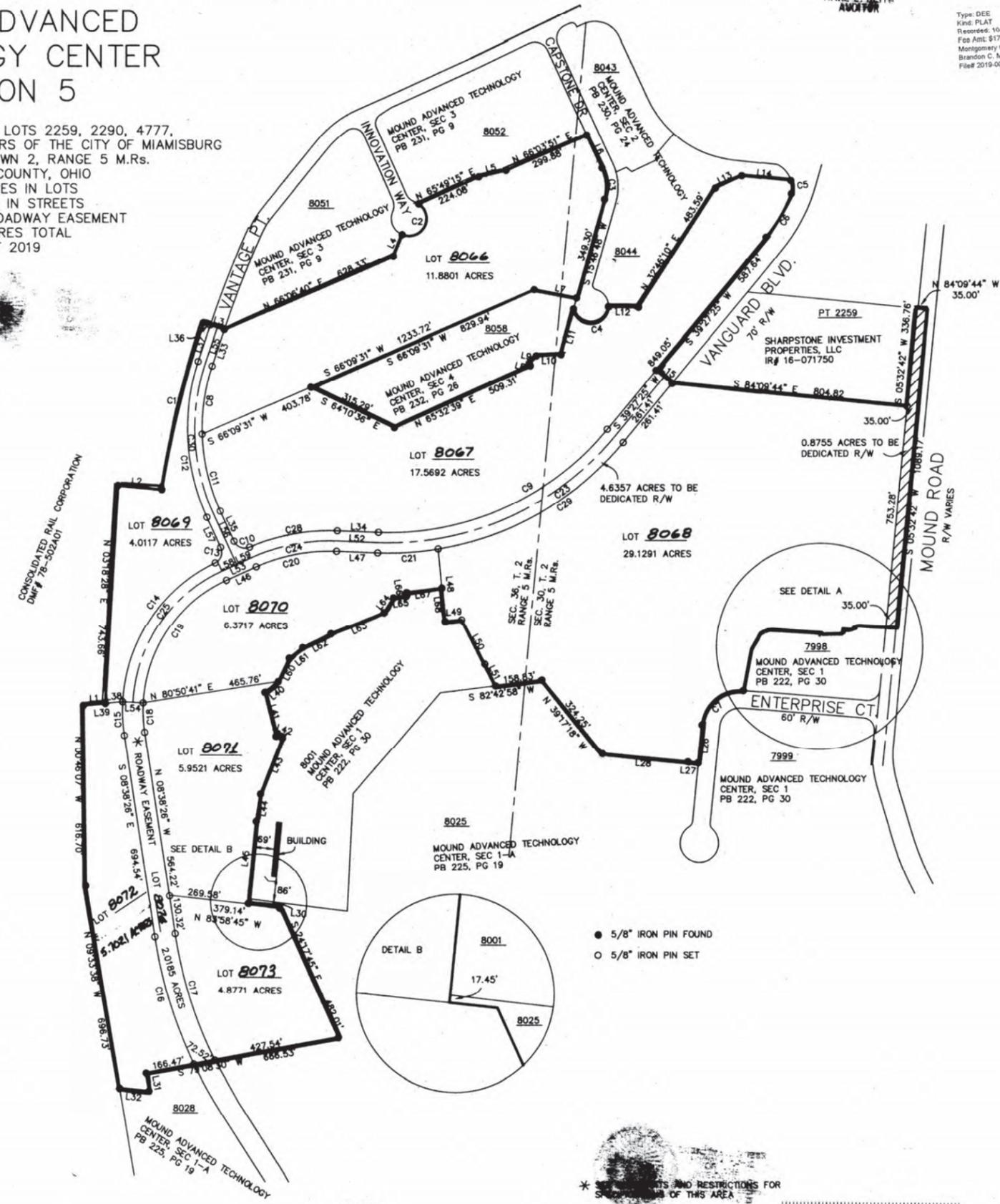
19 OCT 21 PM 12:52
 KARL L. KEITH
 AUCI 1078

234 P37 A

Type: DEE
 Kind: PLAT
 Recorded: 10/21/2019 04:09:22 PM
 Fee Amt: \$172.80 Page 1 of 2
 Montgomery County, OH
 Brandon C. McClain County Recorder
 File# 2019-0005552



LINE	BEARING	DIST
L1	N 84°57'13" E	74.92'
L2	S 84°38'59" E	150.25'
L3	S 71°09'11" E	74.31'
L4	N 22°06'29" E	80.13'
L5	N 76°30'05" E	95.54'
L6	S 24°41'00" E	125.01'
L7	N 78°51'48" W	147.12'
L8	N 24°27'21" W	9.41'
L9	N 40°15'13" E	35.93'
L10	N 87°08'09" E	84.03'
L11	N 15°08'59" E	160.88'
L12	S 88°47'09" E	102.25'
L13	N 64°38'59" E	99.98'
L14	S 83°51'21" E	167.36'
L15	S 50°32'35" E	70.00'
L16	N 85°35'05" W	124.16'
L17	N 85°06'10" W	31.61'
L18	S 06°08'00" W	16.15'
L19	S 88°51'18" W	68.48'
L20	N 01°34'34" W	4.80'
L21	N 85°59'22" W	168.77'
L22	S 85°53'03" W	16.18'
L23	S 69°33'41" W	26.88'
L24	S 29°43'26" W	62.93'
L25	S 10°39'51" W	144.97'
L26	S 05°34'05" W	131.23'
L27	N 84°26'02" W	35.50'
L28	N 84°30'40" W	292.49'
L29	S 05°38'00" W	17.45'
L30	S 83°58'45" E	109.56'
L31	S 09°26'26" E	60.47'
L32	N 84°25'01" W	100.51'
L33	N 18°18'07" E	131.34'
L34	N 88°01'02" W	140.09'
L35	N 24°43'35" W	112.37'
L36	S 71°09'11" E	24.31'
L37	S 18°18'07" W	131.82'
L38	S 84°57'13" W	59.40'
L39	N 84°57'13" E	134.32'
L40	S 50°25'32" W	58.44'
L41	S 14°15'45" E	152.26'
L42	S 75°37'35" E	22.86'
L43	S 21°05'14" W	206.77'
L44	S 08°45'53" W	94.64'
L45	S 05°38'00" W	284.12'
L46	N 65°16'25" E	111.16'
L47	S 88°01'02" E	140.09'
L48	S 05°28'44" E	247.43'
L49	N 84°30'00" E	56.66'
L50	S 27°23'24" E	170.96'
L51	S 26°26'49" E	82.75'
L52	N 88°01'02" W	140.09'
L53	S 65°16'25" W	111.16'
L54	S 86°58'26" E	70.00'
L55	S 18°18'07" W	131.58'
L56	S 24°43'35" E	187.33'
L57	N 24°43'35" W	112.43'
L58	N 65°16'25" E	53.92'
L59	N 65°16'25" E	57.24'
L60	N 25°13'50" E	88.97'
L61	N 50°57'41" E	58.71'
L62	N 63°34'44" E	106.77'
L63	N 67°55'35" E	195.36'
L64	N 32°10'07" E	60.19'
L65	N 80°03'26" E	45.82'
L66	N 01°21'45" W	10.38'
L67	N 82°56'15" E	120.55'
L68	S 05°28'44" E	114.21'



CURVE	RADIUS	ARC	DELTA	CHORD
C1	3519.79'	588.59'	9°34'52"	N 14°03'23" E 587.90'
C2	60.00'	176.08'	168°08'27"	N 28°02'15" E 119.36'
C3	155.00'	109.46'	40°27'48"	S 04°27'06" E 107.20'
C4	60.00'	178.09'	170°03'53"	N 86°14'48" E 119.55'
C5	89.43'	45.03'	28°51'09"	S 02°01'43" E 44.56'
C6	538.00'	172.78'	18°23'58"	S 30°15'27" W 172.02'
C7	130.00'	202.71'	89°20'36"	S 50°14'23" W 182.79'
C8	875.00'	238.02'	20°02'03"	N 08°17'05" E 234.82'
C9	965.00'	884.66'	52°31'33"	S 65°43'11" W 854.01'
C10	40.00'	62.40'	89°22'31"	N 69°24'50" W 56.26'
C11	675.00'	270.89'	22°59'38"	N 13°13'46" W 269.08'
C12	725.00'	544.46'	43°01'42"	S 03°12'44" W 531.76'
C13	40.00'	62.09'	88°52'31"	S 19°44'41" W 56.04'
C14	560.00'	598.06'	61°11'24"	S 33°37'16" E 570.04'
C15	560.00'	114.03'	11°39'59"	S 02°48'26" E 113.83'
C16	1535.00'	455.79'	17°00'46"	S 17°08'49" E 454.11'
C17	1465.00'	453.52'	17°44'13"	N 17°30'32" W 451.71'
C18	490.00'	99.77'	11°39'59"	N 02°48'26" W 99.60'
C19	490.00'	532.35'	62°14'52"	N 34°08'59" E 506.55'
C20	602.00'	280.63'	28°42'33"	N 78°37'42" E 278.10'
C21	1035.00'	206.67'	11°26'28"	N 86°15'44" E 206.33'
C22	1035.00'	742.16'	41°05'05"	N 59°59'58" E 726.36'
C23	1000.00'	916.75'	52°31'33"	S 65°43'11" W 884.98'
C24	637.00'	296.94'	28°42'33"	S 78°37'42" W 294.26'
C25	525.00'	570.37'	62°14'52"	S 34°08'59" W 542.73'
C26	700.00'	525.69'	43°01'42"	S 03°12'44" E 513.42'
C27	26.90'	32.78'	69°49'12"	S 59°30'28" W 30.79'
C28	672.00'	305.93'	26°05'04"	S 78°56'56" W 303.30'
C29	1035.00'	742.16'	41°05'05"	N 59°59'58" E 726.36'
C30	700.00'	525.69'	43°01'42"	S 03°12'44" E 513.42'

● 5/8" IRON PIN FOUND
 ○ 5/8" IRON PIN SET

Prepared By:
JUDGE ENGINEERING CO.
 1201 E. DAVID ROAD
 KETTERING, OHIO 45429
 PHONE (937)294-1441 FAX (937)294-6498

INCHES 1 2 3
 PLAT BOOK 234 PAGE: **37A**

PROJ. NO. 5315-2018PRELIMINARY BASE DWG. 5315-2018

QUIT CLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the Secretary of the Department of Energy (hereinafter sometimes called "Grantor"), under and pursuant to the authority of the Atomic Energy Act of 1954, Section 161 (g) (42 U.S.C. §2201(g)), in consideration of the covenants contained herein, and other good and valuable consideration, duly paid by the Mound Development Corporation, a not-for-profit corporation subsisting under the laws of Ohio and recognized by the Secretary of Energy as the agent for the community wherein the former Mound Facility is located (hereinafter sometimes called "Grantee"), the receipt of which is hereby acknowledged, hereby QUIT CLAIMS unto Grantee, its successors and assigns, subject to the reservations, covenants, and conditions hereinafter set forth, all of its right, title and interest, together with all improvements thereon and appurtenances thereto, the following described real property (the "Premises"), being portions of the property commonly referred to as Parcels 6, 7, 8 and 9:

Situate in Sections 30 and 35, Town 2, Range 5, M.R.S., City of Miamisburg, Montgomery County, Ohio and being Lot Numbered 8066, Lot Numbered 8067, Lot Numbered 8068, Lot Numbered 8069, and Lot Numbered 8070 of the Record Plan of Mound Advanced Technology Center, Section 5, as recorded in Plat Book 234, Pages 37 and 37A of the Plat Records of Montgomery County, Ohio.

Parcel Nos. K46 00503 0034 - Lot 8066
 K46 00503 0035 - Lot 8067
 K46 00503 0036 - Lot 8068
 K46 00503 0037 - Lot 8069
 K46 00503 0038 - Lot 8070

Prior Deed References: Deed Book 1214, Page 12 and Deed Book 1246, Page 45
 of the deed records of the Montgomery County, Ohio
 Recorder's office

SUBJECT TO an easement hereby granted, upon or across the Premises, in connection with the covenants of Grantor and/or Grantee in paragraphs numbered 1.1-1.3, 3.2 and 3.3 of this Deed and as otherwise needed for purposes of any response action as defined under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as

amended, including but not limited to, environmental investigation or remedial action on the Premises or on property in the vicinity thereof, including the right of access to, and use of, to the extent permitted by applicable law, utilities at reasonable cost, to the State of Ohio, acting by and through the Director of the Ohio Environmental Protection Agency (OEPA) or the Ohio Department of Health (ODH), their successors and assigns. Grantee understands that any such response action will be conducted in a manner so as to attempt to minimize interfering with the ordinary and reasonable use of the Premises.

Further, the interest in all portions of the Premises constituting the former Parcel 9 are subject to an Environmental Covenant dated November 2, 2011, recorded in the official records of the Montgomery County, Ohio Recorder's office on January 24, 2012 in Deed Instrument No. 2012-00004722.

RESERVING unto Grantor, the United States of America, acting by and through the U.S. Dept. of Energy (DOE) and/or the U.S. Environmental Protection Agency (USEPA), their successors and assigns, an easement to, upon or across the Premises in connection with the covenants of Grantor and/or Grantee in paragraphs numbered 1.1-1.3, 3.2 and 3.3 of this Deed and as otherwise needed for purposes of any response action as defined under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, including but not limited to, environmental investigation or remedial action on the Premises or on property in the vicinity thereof, including the right of access to, and use of, to the extent permitted by applicable law, utilities at reasonable cost to Grantor. Grantee understands that any such response action will be conducted in a manner so as to attempt to minimize interfering with the ordinary and reasonable use of the Premises.

In connection with this conveyance, Grantor shall hold harmless and indemnify Grantee and any successor, assignee, transferee, lender or lessee of a person or entity that acquires ownership or control of any portion of the Premises, according to the provisions of 50 USCS § 2811(b), and as limited by the scope, purposes and conditions contained in 50 USCS § 2811, against any claim for injury to a 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 on the area commonly known as the former Mound Facility including but not limited to the Premises. This covenant shall run with the land.

This Deed and conveyance is made and accepted without warranty of any kind, either expressed or implied, except for the indemnity of 50 USCS § 2811(b) and the warranty in paragraph 3.3 of this Deed, and is expressly made under and subject to all reservations, restrictions, rights, covenants, easements, licenses, and permits, whether or not of public record, to the extent that the same affect the Premises.

1. The parties hereto intend the following restrictions and covenants to run with the land and to be binding upon the Grantee and its successors, transferees, and assigns or any other person acquiring an interest in the Premises, for the benefit of Grantor, USEPA and the State of Ohio, acting by and through the Director of OEPA or ODH, their successors and assigns.

1.1 Excepting those soils in an area approximately 40 feet wide and bounded on the east by the centerline of Mound Road, Grantee covenants that any soil from the Premises shall not be placed on any property outside the boundaries of that described in instruments recorded at Deed Book 1214, pages 10, 12, 15, 17 and 248; Deed Book 1215, page 347; Deed Book 1246, page 45; Deed Book 1258, pages 56 and 74; Deed Book 1256, page 179; Micro-Fiche 81-376A01; and Micro-Fiche 81-323A11 of the Deed Records of Montgomery County, Ohio (and as illustrated in the "Parcels 6, 7 and 8 Environmental Summary, Notices of Hazardous Substances, Mound Plant, Miamisburg, Ohio dated August 2010", which can be found in an Exhibit to Instrument Number 2012-00083743 of the Deed Records of Montgomery County, Ohio), without prior written approval from ODH, OEPA, and USEPA, or successor agencies.

1.2 Grantee covenants not to use, or allow the use of the Premises, for any residential or farming activities, or any other activities which could result in the chronic exposure of children under eighteen years of age to soil or groundwater from the Premises. Restricted uses shall include, but not be limited to:

- (1) single or multi-family dwellings or rental units;
- (2) day care facilities;
- (3) schools or other educational facilities for children under eighteen years of age; and
- (4) community centers, playgrounds, or other recreational or religious facilities for children under eighteen years of age.

The United States Department of Energy or its successor agency shall be contacted to resolve any questions which may arise as to whether a particular activity would be considered a restricted use.

1.3 Grantee covenants not to extract, consume, expose, or use in any way the groundwater underlying the premises without the prior written approval of the United States Environmental Protection Agency (Region V) and the OEPA.

2. The Grantor hereby grants to the State of Ohio and reserves and retains for itself, its successors and assigns an irrevocable, permanent, and continuing right to enforce the covenants of this Quit Claim Deed through proceedings at law or in equity, including resort to an action for specific performance, as against and at the expense of Grantee, its successors and assigns, including reasonable legal fees, and to prevent a violation of, or recover damages from a breach of, these covenants, or both. Any delay or forbearance in enforcement of said restrictions and covenants shall not be deemed to be a waiver thereof.

3. Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9620(h)(3)), the following is notice of

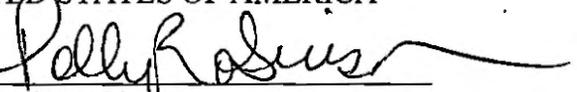
hazardous substances, the description of any remedial action taken, and a covenant concerning the Premises.

- 3.1 **Notice of Hazardous Substance:** Grantor has made a complete search of its files and records concerning the Premises. Those records indicate that the hazardous substances described in an Exhibit to Instrument Number 2012-00083743 and Instrument Number 2012-00004722 of the Deed Records of Montgomery County, Ohio, have been stored for one year or more or disposed of on the Premises and said Exhibit also shows the dates that such storage/disposal took place.
- 3.2 **Description of Remedial Action Taken:** Institutional Controls are established. The Institutional Controls are set forth as covenants in Sections 1.1, 1.2, and 1.3 of this Deed.
- 3.3 **Covenant:** Grantor covenants and warrants that all remedial action necessary for the protection of human health and the environment with respect to any hazardous substances remaining on the property has been taken, and any additional remedial action found to be necessary after the date of this Deed regarding hazardous substances existing prior to the date of this Deed shall be conducted by Grantor, provided, however, that the foregoing covenant shall not apply in any case in which the presence of hazardous substances on the property is due to the activities of Grantee, its successors, assigns, employees, invitees, or any other person subject to Grantee's control or direction.

4. Unless otherwise specified, all the covenants, conditions, and restrictions to this Deed shall be binding upon, and shall inure to the benefit of, the assigns of Grantor and the successors and assigns of Grantee.

IN WITNESS WHEREOF, the United States of America, acting by and through its Secretary of the Department of Energy, has caused these presents to be executed this 5th day of November, 2019.

UNITED STATES OF AMERICA

By: 
Polly Robinson
Realty Specialist, United States
Department of Energy Office of Legacy
Management

State of Ohio)
County of Montgomery), SS:

Before me, a Notary Public in and for said State and County, appeared this 5th day of November, 2019, Polly Robinson, who acknowledged that she is a Realty Specialist for the United States Department of Energy Office of Legacy Management, with full authority to execute the foregoing on behalf of the United States of America, and who acknowledged the above to be her signature and her free act and deed.

SEAL

Shannon L. Costello
Notary Public

Prepared by:
Randolph T. Tormey, Esq.
250 E. 5th Street, Ste 500
Cincinnati, OH 45202
(513) 246-0583
OH Atty. Regis. 0007803
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SHANNON L. COSTELLO, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C.



Department of Energy

Washington, DC 20585

April 23, 2020

OLM-DM-2020-016

Mr. Chris Fine, Development Director
Mound Development Corporation
City of Miamisburg
10 North First Street
Miamisburg, OH 45342

Subject: 30 Day Notice of Termination of *The General Purpose Lease*
Mound, Ohio, Site

Dear Mr. Fine:

On September 7, 1994, the United State of America, acting by and through the U.S. Department of Energy (DOE), entered into a General-Purpose Lease (GPL), parts I & II with the Miamisburg Mound Community Improvement Corporation (renamed the Mound Development Corporation) intended to benefit the Government and the public interest.

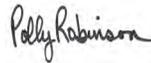
The GPL was amended multiple times, most recently with Amendment Number 25, executed on October 2, 2017. In accordance with the GPL, please accept this letter as formal notification that the DOE is terminating the GPL effective 30 days from this notice, or on May 25, 2020.

Thank you to Mound Development Corporation for supporting DOE's remediation activities at the Mound, Ohio, Site.

Please contact me at (970) 248-6039, or Polly.Robinson@lm.doe.gov, or Ken Greenhill of my contractor staff at (970) 248-6245, if you have any questions or concerns. Please send any correspondence to:

U.S. Department of Energy
Office of Legacy Management
2597 Legacy Way
Grand Junction, CO 81503

Sincerely,


POLLY
ROBINSON
2020.04.23
15:46:48 -06'00'

Polly Robinson
Realty Officer

Enclosure



cc w/enclosure:

L. Huber, MDC (e)

S. Smiley, DOE-LM (e)

K. Greenhill, Navarro (e)

S. Herrera, Navarro (e)

M. Lutz, Navarro (e)

J. Massie, Navarro (e)

A. Wei, Navarro (e)

C. Zahm, Weston (e)

DOE Read File (e)

File: MND 7000-420

**U. S. DEPARTMENT OF ENERGY
AMENDMENT NUMBER 25 TO THE GENERAL PURPOSE LEASE**

WHEREAS, the Parties hereto, UNITED STATES OF AMERICA, acting by and through the Department of Energy, hereinafter referred to as the "GOVERNMENT," and the Miamisburg Mound Community Improvement Corporation (renamed the Mound Development Corporation), hereinafter referred to as the "Lessee," entered into a General Purpose Lease (GPL), Parts I & II, on the 7th day of September, 1994 ; and

WHEREAS, the Parties have amended and appended to the GPL at various times and for various purposes previously; and

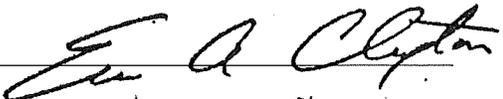
WHEREAS, the GPL will expire on September 30, 2017 according to its terms;

NOW, THEREFORE, for good and valuable consideration, the Parties agree that the General Purpose Lease (GPL), Parts I & II, as amended, with appendix, is hereby further amended as follows:

- (1) The termination date for the GPL and appendix, as amended, is hereby extended on a month-to-month basis terminable on 30 days' notice.
- (2) In all cases where this lease amendment conflicts with the General Purpose Lease, Parts I & II, and/or any prior amendment to the General Purpose Lease, this Amendment takes precedence and any conflicting provision of a preceding document shall be without force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease amendment to be executed on their behalf by their duly authorized representative effective as of the date last executed below.

MOUND DEVELOPMENT CORPORATION

By 
Title President, Mound Development Corporation
Date: 10/2/17

THE UNITED STATES OF AMERICA

By 
Title Asset Management Team Lead, Senior Realty Officer
Date: 10/2/17

**U. S. DEPARTMENT OF ENERGY
AMENDMENT NUMBER 24 TO THE GENERAL PURPOSE LEASE**

WHEREAS, the Parties hereto, UNITED STATES OF AMERICA, acting by and through the Department of Energy, hereinafter referred to as the "GOVERNMENT," and the Miamisburg Mound Community Improvement Corporation (renamed the Mound Development Corporation), hereinafter referred to as the "Lessee," contracted for the sale of the Government's Mound Facility from the Government to Lessee; and

WHEREAS, the Government has previously conveyed certain portions of the Mound Facility to Lessee and has previously leased other portions of the Mound Facility to Lessee; and

WHEREAS, the Government tendered executed deeds to Lessee by which the Government would convey the balance of the Mound Facility property (including Lessee's leaseholds) which the Government agreed to sell to Lessee under the aforesaid contract for sale (Parcels 6, 6A, 7, 8 and 9, herein "Parcels 6-9"); and

WHEREAS, Lessee has temporarily returned the executed deeds to the Government and the Government has temporarily accepted back the deeds to Parcels 6-9 until the date of deferred conveyance; and

WHEREAS, Lessee has advised that it is not currently in a financial position to accept title to Parcels 6-9; and

WHEREAS, the parties hereto have, contemporaneously with this agreement, entered into an amended Sales Agreement whereby the Government has agreed to a delay acceptance by Lessee of the deeds for Parcels 6-9; and

NOW, THEREFORE, for good and valuable consideration, the Parties hereto agree that the General Purpose Lease (GPL), Parts I & II, entered into on the 7th day of September, 1994, and all Amendments prior to the date hereof, between the Government and Lessee, are amended this day as follows:

(1) The real property, known as Parcels 6-9, as described in Exhibit A, is hereby included within the GPL effective as of the date of this document. The Lessee shall be responsible for maintenance of all of the facilities within Parcels 6-9, as well as all others that are part of GPL.

T Building, as noted in Exhibit A, Lessee is responsible for the maintenance of groundwater pumping in T Building regardless of occupancy in order to avoid flooding of below grade levels.

Building 28: will continue to be cold and dark until Lessee demolishes the building;

Building 61: will be placed in a stand by condition per the Stand by Status Plan as noted in Exhibit A;

Buildings 45, COS, OSE, OSW and 126. Lessee will continue to operate and maintain these buildings at the current levels as agreed to in the GPL Part II Article A (1), either occupied or unoccupied and not allowed to deteriorate due to neglect of structures, systems, roofs, or any other aspects of maintenance reasonably required to keep the properties ready for occupancy.

The Government and its contractors shall have rights to access the Premises, their trailers 1 and 16, building 300, the Pump and Treatment Station, and groundwater wells and Seep locations to continue the management of its CERCLA compliance requirements. These activities may include drilling and installation of wells, recovering wells, geoprobes, sampling existing wells and potentially modifying the Pump and Treat system. In so much as reasonably possible, such activities will be communicated to Lessee and conducted so as to minimize interfering with the ordinary and reasonable use of the site.

(2) Lessee acknowledges prior receipt of suitable environmental reports detailing all environmental conditions of the leased property.

(3) Delete from the GPL, Part I, section 5, beginning with the words, "This Lease may be renewed..." through the end of section 5. This lease is not subject to a renewal option. Notwithstanding any other provision in the GPL or any amendment to the GPL, this lease will terminate on the 30th day of September 2017.

(5) Delete from the GPL, Part I, section 8.B. in its entirety. Government will be furnishing no services to Lessee. Lessee agrees to be responsible for all costs, expenses, maintenance, utility, and service charges of whatever sort as are needed or customarily supplied to maintain the structures and property in its current condition.

(6) Delete from the GPL, Part II, Article A (1) the first two sentences beginning with "The government at its own expense" and ending with "load bearing standards." Delete GPL, Part II, A (2) entirely.

(8) Delete from the GPL, Part II, Article F in its entirety. Lessee agrees to obtain and maintain insurance coverage. In order to adequately address the risk of loss to the DOE due to fire or any other act of nature or other casualty, Lessee agrees to insure buildings 45, 126, COS, OSW and OSE for full replacement costs for all risks. For buildings 61 and T, Lessee agrees to insure the buildings in at least an amount equal to the values as appraised and stated in the most recent Real Estate Appraisal Report of The Mound Advanced Technology Center dated July 10, 2012, by the Pillar Valuation Group, Inc. Building 28 shall only be insured for general liability. The availability of insurance or lack thereof shall not alter or reduce the obligation of Lessee to keep the property in the agreed to condition as noted in Paragraph 1 above and Exhibit A.

Upon execution of this Amendment, Lessee shall provide proof of valid and current insurance as agreed to above for all properties in this agreement and naming the DOE as an insured party. This provision supersedes "RISK OF LOSS" in the 2008 Sales Agreement.

(9) Government shall not be responsible for any costs, charges, fees or expenses in maintaining, securing, insuring or taking any other action of any sort in regard to the leasehold property,

EXHIBIT A

REQUIRED ACTIVITIES RELATED TO BUILDINGS 61, 126, OSE, AND T BUILDING OVERSIGHT ONGOING ACTIVITIES

The identified Parcels 6-9 are described as follows; Parcel 6 is 13.65 acres, Parcel 6A is 3.32 acres, Parcel 7 is 42.3, Parcel 8 is 45.2 acres and Parcel 9 is 23.1 acres, more detailed descriptions are contained in the deeds for each property. These parcels include a number of the buildings that are the focus of the required activities the Mound Development Corporation (MDC) are to perform

As a follow-up to the meeting on 10/31, MDC's understanding of the path forward will include:

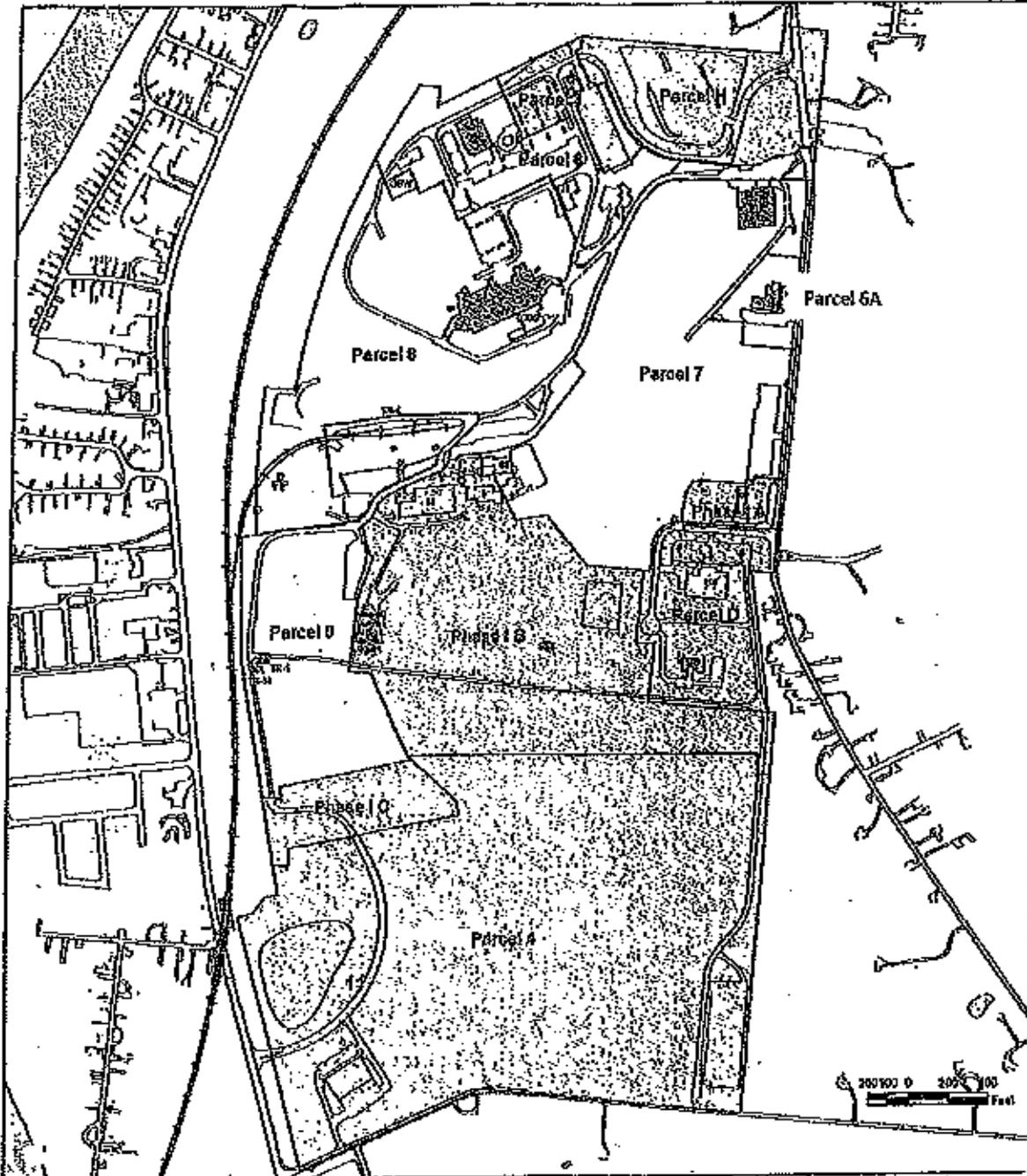
- T - Building: MDC will operate the building similarly to the way DOE currently operates the facility. Exceptions include: reducing the lighting levels in areas that will not to be frequently inspected/visited.
- MDC intends on conducting an evaluation to determine if there is a safe and effective way to further reduce the building operational cost while protecting the building from health/industrial concerns (e.g., water overflowing the sumps). MDC will provide any proposed modifications in the building operation to DOE for approval.
- Building 61: MDC will place Building 61 in a stand by condition per the Stand by Status Plan that follows;
 1. Reduce number of Wall Packs units that are operational (if possible)
 2. Reduce lighting on building interior except for emergency lights in Stairways
 3. Do not restart Boiler – make-up water tank needs to be drained, as well as the condensation lines (Leave in summer standby condition for future use)
 4. Drain all pumping lines that service toilets, faucets, and kitchen area to protect from freezing
 5. Drain and cap Sprinkler System to protect from freezing
 6. Install timer or modify HVAC controls (if possible following discussion with HVAC controls personnel) for HVAC FAN ONLY operations during limited hours (TBD based on discussions with HVAC personnel)
 7. Conduct monthly building walk-thru to check building status.
- Building 28: MDC will continue to be cold and dark until MDC demolishes the building

BUILDINGS 45, COS, OSE, OSW AND 126:

- The balance of the buildings (45, COS, OSE, OSW and 126) will continue to be operated and maintained at the current levels, either occupied or unoccupied.
- MDC and DOE agree to work together on any requests that significantly change the building operating conditions.
- MDC is working with DOE's EM/LM or its contractor to take a few air samples in T building. This is for MDC's evaluation to understand what's going in T-building now as a baseline for our evaluation.
- MDC & DOE will conduct quarterly walk-thru of the buildings to review building conditions, and determine if adjustments are necessary to maintain building structural and operational integrity.

EXHIBIT A, CONTINUED
PARCELS 6, 6A, 7, 8, & 9 MAP
BUILDINGS 45, 61, 126, COS, OSE, OSW AND T BUILDING
CONDITION REVIEW REPORTS
OCTOBER 31, 2012 WALK THROUGH

PARCEL MAP



Legend Parcel - DOE Parcel - MDC River Pond Building Ownership DOE Leased by MDC MDC Road - paved Railroad		U.S. DEPARTMENT OF ENERGY <small>WASHINGTON, DC 20545</small> With Approval by S.M. Stoller Corporation <small>10000 Old Orchard Road Suite 200 Fairfax, VA 22031</small>
Mound Site Points of Interest		
DATE PUBLISHED November 11, 2009		FILENAME 60527400.mxd

\\G0B0CRLEB1\TST\H015\W002\60527400\60527400.mxd 11/11/09

BUILDING CONDITION REVIEW

Building # 45

Item	Yes	No
Personnel relocated?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Personal Property Disposition completed	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hazardous Materials and Contaminant removed	<input type="checkbox"/>	<input type="checkbox"/>

Item	Condition	At Parcel Transfer
Maintenance Records and O & M Manuals	MISC	At Parcel Transfer
Preventive Maintenance Plan	MISC	At Parcel Transfer
Building Data Package (BDP)	MISC	At Parcel Transfer
Phase I Environmental Assessment	MISC	
Asbestos Memorandum	NA	
Work Planning Documents	NA	
Verification Sampling and Analysis Plans	NA	
OSR Report	NA	
Building Drawing Package	MISC	At Parcel Transfer
Building Fire Plan	MISC	At Parcel Transfer

Building Designation: 45
 Floor: All
 Quadrant: _____
 Room: All

Page 2 of 4

NOTE: All items identified below will not exceed requirements listed in the current DOE/EMM/CIG Site Safety Assessment

	Conditions Applicable	Corrective Action
Housekeeping / Cleanliness		
1. Signs and labeling removed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
2. Storage areas clean?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
3. Floors and general areas "broom clean"?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
4. Coatings and coverings for ceilings, walls, floors in serviceable condition?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A MDC will replace ceiling tiles as necessary.
5. DOE equipment identification stickers have been removed from all (low value) equipment remaining in the building?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
6. Any chemicals, including cleaning supplies, have been removed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
7. Records have been removed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
8. Lighting meets minimum safety requirements?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
Industrial Safety		
9. Walls structurally sound?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
10. Compressed gas bottles and/or tanks	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
11. Area free of tripping/slipping hazards (e.g., holes, piping holes in floor)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
12. Roof is free of obvious signs of leakage?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
13. Dry in the immediate vicinity of energized equipment?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
14. Aisle ways have protection devices or warnings for protrusions?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
15. Operating equipment has guards installed, safety signs, etc. as needed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
16. Fire barriers are intact?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
17. Fire hazards - packing boxes, flammables, etc., are in authorized containers?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
18. Stairs and ramps are safe?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
19. Emergency lighting illuminates egress paths and exits are clearly identified?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
Material Conditions		
20. Building free of leaks/spills (e.g., water, steam, oil)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
21. Drains/drain holes are clear and	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A

Building Designation: 45
 Floor: All
 Quadrant: _____
 Room: 411

Page 3 of 4

NOTE: Actions identified below will not exceed requirements listed in the contract DD2242ACIG Site Safety Agreement

	Conditions Acceptable?	Corrective Action?
22. Vent and drain caps are properly installed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
23. Plumbing fixtures operational?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
24. Electrical and telecommunication lines are properly contained?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
25. Lines/pipes supported and insulation present?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
26. Electrical box covers are properly installed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
27. Electrical power disconnects/panels/transformers are accessible?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
28. Motors and/or generator noise/vibration within acceptable limits?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
29. Equipment is accessible (unobstructed access)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
30. Piping, valves, and electrical circuits visibly labeled to identify contents?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
31. Piping, valves, and electrical circuits are free of visible signs of deterioration?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
32. Door hardware in place?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
33. Elevators are operational?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A

NOTES/COMMENTS

Building Designation: 45
 Floor: 511
 Quadrant: _____
 Room: 511

Page 4 OF 4

NOTE: Letters identified below indicate required requirements listed in the current OGS/MNOC's Site Preparation

Co/Dept.	Name (Print)	Signature	Signature Date
DOB			
MDC			
M/S/Police	Gary W. [unclear]		

Approved by DOR:
 Name (Print): _____
 Title: _____
 Signature: _____
 Date: _____

Approved by Board Development Corporation (BDC):
 Name (Print): _____
 Title: _____
 Signature: _____
 Date: _____

BUILDING CONDITION REVIEW

Building: **61**

Mandatory Requirements		
Personnel relocated?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Personnel Property Disposition completed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
All Pesticides removed and/or removed from the system?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Hazardous Materials and Chemicals removed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Category of Documents	Location of Documents	Transfer Status
Maintenance Records and O & M manuals	MDC	All Partial transfer
Preventive Maintenance Plan	MDC	All Partial transfer
Building Data Package (BDP)	MDC	All Partial transfer
Phase I Environmental Assessment	MDC	
Action Memorandum	NA	
Work Planning Documents	NA	
Verification Sampling and Analysis Plans	NA	
OSC Report	NA	
Building Drawing Package	MDC	All Partial transfer
Building Floor Plan	MDC	All Partial transfer

Building Designation: 61
 Floor: All
 Quadrant: _____
 Rooms: All

Page 2 of 4

NOTE: Abbots identified below will not exceed requirements listed in the current DOB/MCC Site Sales agreement

	Conditions Achieved?	Correction Action
Housekeeping / Cleanliness		
1. Signs and labeling removed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
2. Storage areas clean?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
3. Floors and general areas "rooms clean"?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
4. Coverings and coverings for ceilings, walls, floors in serviceable condition?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
5. DOB equipment identification stickers have been removed from all (low value) equipment remaining in the building?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
6. Any chemicals, including cleaning supplies, have been removed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
7. Records have been removed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
8. Lighting meets minimum safety requirements?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
Industrial Safety		
9. Walls structurally sound?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
10. Compressed gas bottles and/or tanks removed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
11. Area free of tripping/slipping hazards (e.g., holes, piping, holes in floor)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
12. Roof is free of obvious signs of leakage?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
13. Dry in the immediate vicinity of energized equipment?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
14. Aisle ways have protection devices or warnings for protrusions?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
15. Operating equipment has guards installed, safety signs, etc. as needed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
16. Fire hazards are intact?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
17. Fire hazards - packing boxes, flammables, etc., are in authorized containers?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
18. Stairs and ramps are safe?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
19. Emergency lighting illuminates egress paths and exits are clearly identified?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
Maint. Conditions		
20. Building has leaks/drips (e.g., water, steam, oil)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
21. Drains/drain holes are clear and	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A

Building Designation: 61
 Floor: All
 Quadrant:
 Room: All

Page 3 of 4

NOTE: Actions identified below will not address requirements listed in the current DQSD/MCIC Site Safety agreement.

	Compliance Responsibility	Compliance Status
22. Vent and drain caps are properly installed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
23. Plumbing fixtures operational?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
24. Electrical and telecommunications lines are properly contained?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
25. Lines/pipes supported and insulation present?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
26. Electrical box covers are properly installed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
27. Electrical power disconnects/panels/transformers are accessible?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
28. Motors and/or generator noise/vibration within acceptable limits?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
29. Equipment is accessible (unobstructed access)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
30. Piping, valves, and electrical circuits visibly labeled to identify contents?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
31. Piping, valves, and electrical circuits are free of visible signs of deterioration?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
32. Door hardware in place?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
33. Elevators are operational?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A

NOTES/COMMENTS

BUILDING CONDITION REVIEW

Building: **# 126**

Personnel Present	<input type="checkbox"/> Yes <input type="checkbox"/> No
Personal Property Disposition completed	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Hazardous Materials and Contents removed	<input type="checkbox"/> Yes <input type="checkbox"/> No

Item	Condition	Notes
Fire Alarm System and O & M Manual	MDE	All panels present
Fire Alarm Maintenance Form	NA	All panels present
Building Exit Packages (BEP)	MDE	All panels present
Phase I Environmental Assessment	MDE	
Asbestos Information	NA	
Work Hazardous Operations	NA	
Vertical Air Sampling and Analysis Report	NA	
CMR Report	NA	
Building Fire Alarm Package	MDE	All panels present
Building Floor Plans	MDE	All panels present

Building Designation: 126
 Floor: All
 Quantity: _____
 Room: All

Page 3 of 4

NOTE: All items checked have all required equipment listed in the manual EGM 2442-110-000-0000

The following conditions:			
1. Signs and labels removed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
2. Storage areas clear?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
3. Exits and passageway areas "through clear"?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
4. Corridors and exits clear for egress, walls, doors in egressible condition?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
5. DMR equipment identification stickers have been received from all DMR vehicle equipment remaining in the building?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
6. Any electrical, including clothing supplies, have been removed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
7. Records have been completed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
8. Lighting meets minimum safety requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Fall Protection Safety			
9. Walls structurally sound?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
10. Compressed air bottles and/or tanks?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
11. Area free of trip/slip/trap hazards (e.g., holes, pipes, holes in floor)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
12. Roof is free of obvious signs of leakage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
13. Day in the immediate vicinity of emergency equipment?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
14. Aids steps have protection devices or warnings for protection?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
15. Operating equipment has guards (removed, safety stops, etc. as needed)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
16. How handles are locked?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
17. Fire hazards - packing boxes, flammables, etc., are in approved containers?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
18. Stairs and ramps are safe?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
19. Emergency lighting illuminates egress routes and exits are clearly identified?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Additional Conditions			
20. Building free of leaking gas (e.g., water, steam, oil)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
21. Drains in floors are clear and	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Building Designation 126
 Floor All
 Quad/rack _____
 Room All

Page 3 of 4

NOTE: A color identification label will be used to identify equipment sites in the current DDB/MCRC Site Data agreement.

	Conditions Acceptable	Corrective Action
22. Screens or grating present?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
23. Vent and drain caps are properly installed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
24. Plumbing fixtures operational?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
25. Electrical and telecommunications lines are properly contained?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
26. Lines/pipes supported and installation present?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
27. Electrical box covers are properly installed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
28. Electrical power disconnect panels/transformers are accessible?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
29. Motors and/or generator noise/vibration within acceptable limits?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
30. Hot panel is accessible (unobstructed access)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
31. Piping, valves, and electrical circuits visibly labeled to identify contents?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
32. Piping, valves, and electrical circuits are free of visible signs of deterioration?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
33. Door hardware in place?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
34. Elevators are operational?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A

NOTES/COMMENTS

Building Identification _____
Floor _____
Construction _____
Room _____

FOR THE use of building personnel and other persons listed in the approved list of persons who are requested

Coord. No.	Name (Print)	Signature	Signature Date
1001			
1002			
1003	Greg Weidman		

Approved by EOB: _____
Name (Print) _____
Title _____
Signature _____
Date _____

Approved by Shared Community Corporation (SCC): _____
Name (Print) _____
Title _____
Signature _____
Date _____

BUILDING CONDITION REVIEW

Building: COS

Initial Occupancy		
Personnel relocated?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Personal Property Disposition completed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Hazardous Materials and Chemicals removed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Supporting Documents	Transmitted To	At Parcel Transfer
Maintenance Records and O & M manuals	MDC	At Parcel transfer
Preventive Maintenance Plan	MDC	At Parcel transfer
Building Data Package (BDP)	MDC	At Parcel Transfer
Phase I Environmental Assessment	MDC	
Action Memorandum	NA	
Work Planning Documents	NA	
Verification Sampling and Analysis Plans	NA	
CSC Report	NA	
Building Drawing Package	MDC	At Parcel transfer
Building Floor Plan	MDC	At Parcel transfer

Building Designation: COS
 Floor: A11
 Corridor: _____
 Room: A11

Page 2 of 4

NOTE: All items marked "Yes" will be entered on the checklist in the column "DAIRY" in the following manner:

	Yes	No	N/A
Housekeeping / Cleanliness			
1. Signs and labeling removed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
2. Storage areas cleared?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
3. Floor and general areas "clean"?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
4. Ceilings and surfaces for ceilings, walls, floors in acceptable condition?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
5. EOE equipment identification stickers have been removed from all floor venting equipment installed in the building?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
6. Any chemicals, including cleaning supplies, have been removed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
7. Records have been reviewed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
8. Lighting meets minimum safety requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Fall and Safety			
9. Walkways clearly marked?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
10. Compressed gas bottles and air lines?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
11. Area free of slipping/slipping hazards (e.g., holes, piling holes in floor)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
12. Roof free of obvious signs of leakage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
13. Dry in the immediate vicinity of occupied equipment?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
14. Aisle ways have protection devices or warnings for pedestrians?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
15. Operating equipment has guards installed, safety signs, etc. as needed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
16. Fire barrier with intact?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
17. Fire barrier - pending repair, fire extinguisher, etc. are in satisfactory condition?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
18. Signs and markings are safe?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
19. Emergency lighting illuminates egress paths and exits are clearly identified?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
General Building			
20. Building free of leaks/drips (gas, water, steam, air)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
21. Drainage/leak holes are clear and	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Building Designation: COS
 Floor: All
 Quadrant: _____
 Room: All

Page 3 of 4

NOTE: Actions identified below will not exceed requirements listed in the current DOE/MCIC Site Safety Agreement

	Conditions Assessed	Corrective Action
19. Vents or sealing present?		
22. Vent and drain caps are properly installed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
23. Plumbing fixtures operational?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
24. Electrical and telecommunications lines are properly contained?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
25. Line/pipe supported and insulation present?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
26. Electrical box covers are properly installed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
27. Electrical power disconnects/panels/transformers are accessible?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
28. Motors and/or generator noise/vibration within acceptable limits?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
29. Equipment is accessible (unobstructed access)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
30. Piping, valves, and electrical circuits visibly labeled to identify contents?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
31. Piping, valves, and electrical circuits are free of visible signs of deterioration?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
32. Door hardware in place?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
33. Elevators are operational?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A

NOTES/COMMENTS

Building Designation: COS
 Floor: ATI
 Quadrant: _____
 Room: ATI

Page 4 of 4

NOTICE: This document is a controlled document and its use is limited to the system it was developed for.

Co./Dept.	Name (Print)	Signature	Signature Title
DOB			
MIT			
MIT/Staff	Gary Walckensch		

Approved by DGE:
 Name (Print): _____
 Title: _____
 Signature: _____
 Date: _____

Approved by Mutual Development Corporation (MDC):
 Name (Print): _____
 Title: _____
 Signature: _____
 Date: _____

BUILDING CONDITION REVIEW

Building: OSE

Initial Operations		
Personnel relocated?	<input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No
Personal Property Disposition completed?	<input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No
Utilities Decontaminated and/or removed from site system?	<input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No
Hazardous Materials and Chemicals removed?	<input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No

Supporting Documents	Transmitted to:	Date Transmitted:
Maintenance Records and O & M manuals	MDC	At Parcel transfer
Preventive Maintenance Plan	MDC	At Parcel transfer
Building Data Package (BDP)	MDC	At Parcel transfer
Phase I Environmental Assessment	MDC	
Action Memorandum	NA	
Work Planning Documents	NA	
Verification Sampling and Analysis Plans	NA	
OSC Report	NA	
Building Drawing Package	MDC	At Parcel transfer
Building Floor Plan	MDC	At Parcel transfer

Building Designation: OSE
 Floor: A11
 Quadrant: _____
 Room: A11

Page 2 of 4

NOTE: All items identified below will not exceed requirements listed in the current DOE/DOE-CDC Site Safety agreement

	Conditions Acceptable?	Notes/Remarks
Housekeeping / Cleanliness		
1. Signs and labeling removed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
2. Storage areas clean?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
3. Floors and general areas "broom clean"?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
4. Ceilings and coverings for ceilings, walls, floors in acceptable condition?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
5. DOE equipment identification stickers have been removed from all (low value) equipment remaining in the building?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
6. Any chemicals, including cleaning supplies, have been removed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
7. Records have been removed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
8. Lighting meets minimum safety requirements?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
Industrial Safety		
9. Walls structurally sound?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
10. Compressed gas bottles and/or tanks removed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
11. Area free of tripping/slipping hazards (e.g., boxes, piping, holes in floor)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
12. Roof is free of obvious signs of leakage?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
13. Dry in the immediate vicinity of energized equipment?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
14. Aisle ways have protection devices or warnings for protrusions?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
15. Operating equipment has guards installed, safety signs, etc. as needed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
16. Fire barriers are intact?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
17. Fire hazards -- packing boxes, flammables, etc. are in authorized containers?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
18. Stairs and ramps are safe?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
19. Emergency lighting illuminates egress paths and exits are clearly identified?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
Material Condition		
20. Building free of leaks/spills (e.g., water, steam, oil)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A Atrium windows in progress of repairs by DOE
21. Drains/drain holes are clear and	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A

Building Designation: OSE
 Floor: All
 Quadrant: _____
 Room: All

Page 3 of 4

NOTE: Articles identified below will not exceed requirements listed in the current DOE/EMCP Site Safety Agreement

	Conditions Acceptable?	Corrective Action
screens or grating present?		
22. Vent and drain caps are properly installed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
23. Plumbing fixtures operational?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
24. Electrical and telecommunications lines are properly contained?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
25. Lines/pipes supported and insulation present?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
26. Electrical box covers are properly installed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
27. Electrical power disconnects/panels/transformers are accessible?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
28. Motors and/or generator noise/vibration within acceptable limits?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
29. Equipment is accessible (unobstructed access)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
30. Piping, valves, and electrical circuits visibly labeled to identify contents?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
31. Piping, valves, and electrical circuits are free of visible signs of deterioration?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
32. Door hardware in place?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
33. Elevators are operational?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A

NOTES/COMMENTS

Building Designation: OSE
 Floor: All
 Quadrant: _____
 Room: All

Page 4 of 4

NOTE: Address identified below will not exceed requirements listed in the current DOE/DMC/O SHS Site Agreement

The following individuals have inspected this building and have determined that its condition is suitable for conveying:

Co/Dept.	Name (Print)	Signature	Signature Date
DOB			
MDC			
LM/Staff	Gary Wedderburn		

Approved by DOE:

Name (Print): _____
 Title: _____
 Signature: _____
 Date: _____

Approved by Mound Development Corporation (MDC):

Name (Print): _____
 Title: _____
 Signature: _____
 Date: _____

BUILDING CONDITION REVIEW

Building: CISW

Personnel Licensed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Personal Property Disposition completed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Phase Cost Estimate and E-Response received?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Item	Notes	Due At
Maintenance Records and O & M Manuals	NDC	At Parcel Transfer
Preventive Maintenance Plan	NDC	At Parcel Transfer
Building Data Package (BDP)	NDC	At Parcel Transfer
Phase I Environmental Assessment	NDC	
Action Memorandum	NA	
Well Pump Log Documents	NA	
Verification Sampling and Analysis Plans	NA	
ISO Report	NA	
Building Demolition Package	NDC	At Parcel Transfer
Building Floor Plan	NDC	At Parcel Transfer

Building Designation: OSW
 Floor: All
 Quadrant: _____
 Room: All

Page 2 of 4

NOTE: Address identified below will not exceed requirements listed in the current DOB/MDC Site Safety Agreement

	Conditions Acceptable?	Corrective Action?
Housekeeping / Cleanliness		
1. Signs and labeling removed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
2. Storage areas clean?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
3. Floors and general areas "broom clean"?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
4. Coatings and coverings for ceilings, walls, floors in serviceable condition?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A CHRM
5. DOB equipment identification stickers have been removed from all (low value) equipment remaining in the building?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
6. Any chemicals, including cleaning supplies, have been removed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
7. Records have been removed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
8. Lighting meets minimum safety requirements?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
Industrial Safety		
9. Walls structurally sound?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
10. Compressed gas bottles and/or tanks	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
11. Area free of tripping/slipping hazards (e.g., holes, piping, holes in floor)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
12. Roof is free of obvious signs of leakage?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
13. Dry in the immediate vicinity of energized equipment?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
14. Aisle ways have protection devices or warnings for protrusions?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
15. Operating equipment has guards installed, safety signs, etc. as needed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
16. Fire barriers intact?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
17. Fire hazards - packing boxes, flammables, etc., are in authorized containers?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
18. Stairs and ramps are safe?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
19. Emergency lighting illuminates egress paths and exits are clearly identified?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
Mechanical Conditions		
20. Building free of leaks/spills (e.g., water, steam, oil)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
21. Drains/drain holes are clear and	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A

Building Designation: OSW
 Floor: A-11
 Quadrant: _____
 Room: A-11

Page 4 OF 4

NOTE: Areas identified below will not exceed requirements stated in the current DOB/MDC Site Data Agreement

Co./Dept.	Name (Print)	Signature	Signature Date
DOB			
MDC			
LIA/Staff #	Gary Weidenbach		

Approved by DOB:

Name (Print): _____
 Title: _____
 Signature: _____
 Date: _____

Approved by Mound Development Corporation (MDC):

Name (Print): _____
 Title: _____
 Signature: _____
 Date: _____

BUILDING CONDITION REVIEW

Building: "T"

General Information		
Personnel released?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Personal Property Disposition completed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Unlabeled Decentralized and/or removed from site system?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Hazardous Materials and Chemicals removed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Item	Completion Status	Transfer Status
Maintenance Records and O & M manuals	MDC	At Parcel Transfer
Preventive Maintenance Plan	MDC	At Parcel Transfer
Building Data Package (BDP)	MDC	At Parcel Transfer
Phase I Environmental Assessment	MDC	
Air Quality Monitoring	NA	
Work Planning Documents	NA	
Verification Sampling and Analysis Plans	NA	
ISG Report	NA	
Building Drawing Package	MDC	At Parcel Transfer
Building Floor Plan	MDC	At Parcel Transfer

Building Designation: T-Building
 Floor: All
 Quadrant: _____
 Rooms: All

NOTE: Address identified below with not exceed requirements listed in the current DOB/AMCCO SHS Safety agreement.

	Conditions Available	Corrective Action
Housekeeping / Cleanliness		
1. Signs and labeling removed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
2. Storage areas clean?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
3. Floors and general areas "room clean"?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
4. Coatings and coverings for ceilings, walls, floors in serviceable condition?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
5. DOB equipment identification stickers have been removed from all (flow, valve) equipment remaining in the building?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
6. Any chemicals, including cleaning supplies, have been removed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
7. Records have been removed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
8. Lighting meets minimum safety requirements?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
Industrial Safety		
9. Walls structurally sound?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
10. Compressed gas bottles and/or tanks removed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
11. Area free of tripping/slipping hazards (e.g., holes, plugs, holes in floor)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
12. Roof is free of obvious signs of leakage?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
13. Dry in the immediate vicinity of energized equipment?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
14. Aisle ways have protection devices or warnings for protrusions?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
15. Operating equipment has guards installed, safety signs, etc. as needed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
16. Fire barriers are intact?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
17. Fire hazards -- packing boxes, flammables, etc., are in authorized containers?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
18. Stairs and ramps are safe?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
19. Emergency lighting illuminates egress paths and exits are clearly identified?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
Weather Conditions		
20. Building free of leaks/spills (e.g., water, steam, oil)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
21. Drains/strainers holes are clear and	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A

Building Designation: T-Building
 Floor: All
 Quadrant: _____
 Room: All

Page 3 of 4
 Date: _____

NOTE: Actions identified below will not exceed requirements listed in the current DOE/EMC/CSSA Safety Agreement

Condition	Continuation
covers or grating present?	
22. Vent and drain caps are properly installed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
23. Plumbing fixtures operational?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
24. Electrical and telecommunications lines are properly contained?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
25. Lines/pipes supported and insulation present?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
26. Electrical box covers are properly installed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
27. Electrical power disconnects/panels/transformers are accessible?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
28. Motors and/or generator noise/vibration within acceptable limits?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
29. Equipment is accessible (unobstructed access)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
30. Piping, valves, and electrical circuits visibly labeled to identify contents?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
31. Piping, valves, and electrical circuits are free of visible signs of deterioration?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
32. Door hardware in place?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
33. Elevators are operational?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Turned off & No annual checks

NOTES/COMMENTS

Mold in room 28 to be remediated by DOE (see attached HHS Mold Report)

Building Designation: T-Buildings
 Floor: All
 Quadrant: _____
 Rooms: All

Page 3 of 4
 Date: _____

NOTE: Address identified below will not exceed requirements listed in the current DOE/EMC/CIO Site Safety Agreement

	Compliance Responsible	Corrective Action
screens or grating present?		
22. Vent and drain caps are properly installed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
23. Plumbing fixtures operational	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
24. Electrical and telecommunications lines are properly contained?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
25. Line/pipes supported and insulation present?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
26. Electrical box covers are properly installed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
27. Electrical power disconnect panels/transformers are accessible?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
28. Motors and/or generator noise/vibration within acceptable limits?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
29. Equipment is accessible (unobstructed access)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
30. Piping, valves, and electrical circuits visibly labeled to identify contents?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
31. Piping, valves, and electrical circuits are free of visible signs of deterioration?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
32. Door hardware in place?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> N/A
33. Elevators are operational?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A Turned off & No annual checks

NOTES/COMMENTS

Mold in room 28 to be remediated by DOE (see attached EHS Mold Report)

U. S. DEPARTMENT OF ENERGY
GENERAL PURPOSE LEASE
PART I

This Lease, entered into this 07 day of September, 1994, between the UNITED STATES OF AMERICA, acting by and through the Department of Energy, hereinafter referred to as the "GOVERNMENT," and The Miamisburg Mound Community Improvement Corporation, hereinafter referred to as the "LESSEE,"

W I T N E S S E T H:

1. That the Secretary of Energy, under the authority of Section 649 of the Department of Energy Organization Act (Public Law 95-91), and the National Defense Authorization Act of 1994 (Public Law 103-160) Section 3154, having determined that the property hereby leased is not excess property as defined by Section 3(e) of the Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. 472), is not for the time needed for public use, and the leasing thereof will be advantageous to the Government and in the public interest, hereby leases to the Lessee the property described in Exhibit "A", as may be amended from time to time by the parties by designation Amendment A1, Amendment A2, etc. each of which to be included herein, (hereinafter referred to as the "LEASED PROPERTY") located at the Government's Mound Facility, One Mound Road, Miamisburg, Ohio (hereinafter referred to as the "INSTALLATION,") as described in Exhibit "B," as may be amended by the parties from time to time as Amendment B1, Amendment B2, etc., attached hereto and made a part hereof.
2. Included within Exhibit A, as appropriate, is a map and description of the land and improvements (herein after referred to as "REAL PROPERTY") (Article 1), inventory of personal property and related personal property (Article 2), limits of operations within the Leased Property not addressed in Part II, General Provisions (Article 3), description and charges for utility, maintenance, and other services not covered under Part II, General Provisions (Article 4), real property condition report (Article 5), and a Phase I Environmental assessment (Article 6). Sections are subdivided by building or predominate building within a logical grouping of buildings, as appropriate.
3. Included within Exhibit B, as appropriate, is a map of the installation depicting common areas to include means of ingress and egress, and restricted areas (Article 1), limits of operations within common areas (Article 2), and a map depicting potential environmental release sites (Article 3).
4. The term of this Lease shall begin on September 7, 1994 and end on September 7, 1999, unless sooner terminated in accordance with the provisions of section E or F of Part II of this Lease, General Provisions.
5. The Lessee shall pay the Government an annual rate of \$ 1.00. The rent shall be payable \$1.00 per year in advance , in conformity with the provisions of Article X of Part II of this Lease, General Provisions. This Lease may be renewed at the option of the Lessee for an additional term of five (5) years at the following rentals: option to renew for the five (5) year period at One Dollar (\$1.00) per year, provided the Lessee delivers a written notice of intent to the Local Government Representative at least ninety (90) days before the end of the then current term.

6. The sole purpose for which the Lessee shall use the Leased Property is: To support Economic Development as part of the mission of the Department of Energy. For the purpose of this lease, Economic Development includes, but shall not be limited to the following: activities relating to furthering the employment of current employees; creating or enhancing new business opportunities at the facility or in the surrounding community; providing funding for such activities; and educating the employees or the community regarding such activities. The Lessee must obtain the written approval of the Department of Energy prior to using the Leased Property for any other purpose other than that specified above. The Government hereby gives the Lessee the permission to sublease the Leased Property. The Lessee shall present any potential subleases to the Government for approval prior to any sublease taking effect. Subleasing the Leased Property does not release the Lessee of any responsibilities stated in this Lease. The approval of the Government shall be related to requirements specified in this Lease and ancillary documents, and shall not be unreasonably withheld.
7. Lessee shall procure and maintain, at its own expense, the following insurance coverage: (1) Leased Property loss and damage; (2) Individual Bodily Injury and Property Damage, and (3) Business Interruption Insurance in accordance with the provisions of Section B of Part II, General Provisions.
8. There are hereby incorporated into this Lease, the following specified provisions which shall be controlling in the event of any conflict with Part II, General Provisions of this Lease:
 - A. It is agreed that the Sub-lessee shall obtain and comply in all respects with regulatory agency permits during the term of this Lease. Any excursion of permit requirements that are the fault of the Lessee or its Sub-lessee or Sublessees and that result in fines or penalties will be the responsibility of the Lessee to the extent caused by the Lessee or its Sublessee or Sublessees. If the Lessee should fail to comply with the terms of any operating permits and thereafter fails to take appropriate measures to achieve compliance, DOE shall have the right to stop operations. Operations will resume only after review and approval by DOE, which approval shall be based upon reasons directly related to the failure, and shall not be unreasonably withheld based upon that criteria.
 - B. The government is charging the Lessee \$1 annually for the lease, plus utility, maintenance, and other service charges as specified in Exhibit A, Article 4, and summarized in Exhibit C. The charges will not begin until the property is subleased. In the event of default by a Sublessee, Lessee shall have the option of holding the property, or returning the property back Government for decommission and decontamination, in which case, the charges will cease. In the event the Lessee holds the property, the utility, maintenance, and other service charges will continue to be paid, and the Government will undertake all reasonable measures to reduce these charges. The Lessee is permitted to charge rent for its subleased property, but any rent that is collected which exceeds Lessee's cost must be reinvested into economic development endeavors in the Mound Surrounding Community. The Lessee shall report semi-annually to the DOE its uses for such economic redevelopment and associated dollars.

- C. It is agreed by the Lessee that all leased property will be returned to the same state of environmental cleanliness which was defined in Exhibit A, Article 6. The state of environmental cleanliness shall be determined by a Phase I environmental assessment and, if deemed necessary by the Government in the exercise of reasonable discretion, by a Phase II environmental assessment. The Facility Condition Report will be provided to the DOE within 30 days after the termination of sub-leases. All cost associated with determining the environmental status and remedies associated to bring the facility to the same environmental state as defined in Exhibit A, Article 6 are the responsibility of the Lessee.
- D. Security measures will be determined on a building-by-building basis according to the nature of the activities undertaken by the DOE within the particular security zone. Detailed in Exhibit A, Article 3 are the particular requirements for the Leased Property. Reasonable access to all buildings and areas involved in this Lease shall be available at all times, including twenty-four (24) hours per day. The Leased Property is subject to searches, vehicles must be registered, and security badges may be required as by the Government.
9. For the purpose of this Lease, the Local Government representative is Larry D. Kirkman, Director, Miamisburg Area Office, Department of Energy and notices as required hereunder shall be forwarded to U.S. Department of Energy, Miamisburg Area Office, P.O. Box 66, Miamisburg, Ohio, 45343.

For the purpose of this Lease, the Lessee Representative is John Weithofer and notices as required hereunder shall be forwarded to C/O Miamisburg Mound Community Improvement Corporation, 10 N. First St., P.O. Box 570, Miamisburg, Ohio 45343.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed on their behalf by their duly authorized representative as of this date first above written.

Signed and Acknowledged
in the Presence of:

David J. Brea
Kenneth A. Spaulder

MIAMISBURG MOUND COMMUNITY IMPROVEMENT CORPORATION

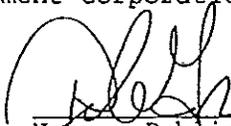
By John Weithofer
Title President

Kim Gomez
Mile Graw

THE UNITED STATES OF AMERICA
By Larry D. Kirkman
Title Director, Miamisburg Area Office

STATE OF Ohio)
) SS:
COUNTY OF Montgomery)

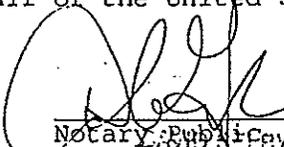
The foregoing instrument was acknowledged before me this 07 day of September, 1994 by John K. Weithofer as President of The Miamisburg Mound Community Improvement Corporation, a Ohio corporation, on behalf of the corporation.



Notary Public
DAVID SELBY GONSIOR, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.

STATE OF Ohio)
) SS:
COUNTY OF Montgomery)

The foregoing instrument was acknowledged before me this 07 day of September, 1994 by Larry D. Kirkman as Director, MB/DOE of The United States of America, on behalf of the United States of America.



Notary Public
DAVID SELBY GONSIOR, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.

U.S. DEPARTMENT OF ENERGY
GENERAL PURPOSE LEASE

GENERAL PROVISIONS
PART II

A. General Maintenance Obligation

- (1) The government at its own expense, shall provide maintenance services at the level associated with facilities in a long term reserve state. These services are limited to the minimum maintenance measures necessary to preserve the exterior superstructure of all buildings in thier present condition, as defined by Exhibit A, Article 5. Additionally, the government, at it own expense shall maintain, repair and replace as necessary all common means of ingress or egress within the installaticn; provided, however, that the Government and Lessee recognize that the roads do not meet the Department of Transportation's load bearing standards. The Lessee at its own expense shall, maintain, and repair the Leased Property, that the same will at all times be kept in at least as good condition as when received hereunder, subject, however, to ordinary wear and tear and loss or damage for which Lessee is not liable hereunder. Lessee shall insure the structure(s) as provided in section 7 on page two of Part I of the Lease.
- (2) In the event that the Government shall furnish the Lessee with maintenance services over and above the minimum services as defined above, than the Lessee shall pay the government the charges therefor in addition to the cash rent required under this Lease.

Such charges are defined in detail in Exhibit A, Article 4. A summarization of such charges as well as the details for payment are described in Exhibit C.

B. Insurance

- (1) Lessee shall procure and maintain, at its own expense, insurance on the Leased Property in such initial amounts and types to cover the estimated replacement value of the Leased Property and Personal Property as defined in Exhibit A, liability associated with bodily injury individual property, and continuance of government services in the event of business interruption. The following minimum amounts shall be provided:

TYPE	MINIMUM AMOUNTS
Property Damage and Loss (incl. fire, extended coverage, malicious mischief)	- \$100/SF Leased Property structures (per Exhibit A, Article 1) or an amount agreed to by the Local Government Representative - Personal Property Book Value (per Exhibit A, Article 2)
Individual Bodily Injury and Property Damage	- \$300,000/\$500,000
Business Interruption Insurance	- 4 months of utility, maintenance, other service charge (by building or logical grouping of buildings as established in Exhibit A)

- (2) All insurance which this Lease requires to be carried on the Leased Property shall be with such insurers as the Government may from time to time approve. Each policy of insurance shall contain a provision for thirty (30) days written notice to the Local Government Representative prior to the making of any material change in or the cancellation of the policy. Lessee shall deliver promptly to the Local Government Representative a certificate of insurance or a certified copy of each insurance policy required by this Lease and shall also deliver to him, no later than thirty (30) days prior to the expiration of any such policy, a certificate of insurance or a certified copy of each renewal policy covering the same risks. All insurance required or carried by Lessee on any of the Leased Property shall be for the protection of the Government and Lessee against their respective risks and liabilities in connection with the Leased Property:

Each policy of insurance against loss of or damage to the Leased Property shall contain a loss payable clause reading as follows:

"Loss, if any, under this policy shall be adjusted with the Lessee and the Government and shall be payable to the Government; and proceeds not needed for any repair or replacement shall belong to the Government.

C. Condition of Leased Property

- (1) Lessee has examined, knows, and accepts the condition and state of repair of the Leased Property and the Installation of which it forms a part, and acknowledges that except as set forth in Exhibit A, Part 2 the Government has made no representation concerning such condition and state of repair, nor any agreement or promise to alter, improve, adapt, repair, or keep in repair the same, or any item thereof, which has not been fully set forth in this Lease which contains all agreements made and entered into between Lessee and the Government.
- (2) The Government has provided Lessee with all current information concerning environmental conditions on the Leased Property. Such information is and has been readily available in a CERCLA reading room in the City of Miamisburg. The Government makes no representation concerning the environmental condition of the Leased Property outside the information provided in said reading room or in the Condition Report as shown in Exhibit A as appropriate for the particular structure.
- (3) The Government has entered a Federal Facilities Agreement (FFA) which describes the activities the Government intends to undertake in regard to environmental conditions at the Installation. No representations are made concerning further activity on behalf of the Government, either in regard to environmental conditions or otherwise. Financial responsibility for compliance with the FFA shall remain with the Government, except as noted in paragraph (H) (2) of this part.

D. Existing and Future Easements and Rights of Way.

This Lease is subject to all outstanding easements and rights of way over, across, in, and upon the Leased Property, or any portion thereof, and to the right of the Government to grant such additional easements and rights of way over, across, in, and upon the Leased Property as the Government shall determine to be in the public interest, provided, that any such additional easement or right of way shall not unreasonably interfere with Lessee's right of peaceful occupancy. There is hereby reserved to the holders of such easements and rights of way as are presently outstanding or which may hereafter be granted, to any workers officially engaged in the construction, installation, maintenance, operation, repair, or replacement of facilities located thereon, to operations under any Federal Contract, and to any Federal, State, or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over the Leased Property as shall be necessary for the performance of their duties with regard to such facilities. The Government makes no representation of the capability of any right of way or easement for any purpose.

E. Termination by Government

The Government may terminate this Lease under the terms and conditions of this Article E.

- (1) If Lessee fails to perform any of the terms or conditions of this Lease and not cure the failure within thirty (30) calendar days after receipt of written notice from the Government specifying the failure, the Government may elect to terminate this Lease and no adjustment of any advance rentals paid by Lessee shall be made, and the Government shall be entitled to recover and Lessee shall pay to the Government:
 - (a) The costs incurred in resuming possession of the Leased Property.
 - (b) The costs incurred in performing any obligation on the part of Lessee to be performed hereunder.
 - (c) An amount equal to the aggregate of all rents and charges assumed hereunder and not theretofore paid or satisfied, less the net rentals, if any, collected by the Government on the reletting of the Leased Property, which amounts shall be due and payable at the time when such rents, obligations, and charges would have accrued or become due and payable under this Lease.
- (2) In the event of a National Emergency and the Government requires immediate possession of the Leased Property or a portion thereof, the Government may terminate this Lease, and Lessee shall be entitled to:
 - (a) An equitable adjustment of any advance rentals or charges paid by Lessee hereunder.
 - (b) Lessee may also be entitled to reimbursement or the following expenses when caused to vacate the Leased Property under provisions of this Article E (2):
 1. Packing and unpacking, crating and uncrating of personal property.

2. Storage of personal property for a period generally not to exceed three (3) months, when the Local Government Representative determines that storage is necessary in connection with the relocation. The three (3) month period shall be counted from the date of receipt by Lessee of written notice from the Local Government Representative to vacate.
3. Transportation of personal property from the Leased Property to the replacement site, not to exceed a distance of fifty (50) miles, except where the Local Government Representative determines that relocation beyond fifty (50) miles is justified.
4. Insurance premiums covering loss and damage of personal property while in storage or transit.
5. Other reasonable expenses determined to be allowable and approved by the Local Government Representative.
6. Prior to the payment of expense, Lessee shall be required to agree, in writing, that (i) the property is personalty and (ii) that the Government is released from any additional claims for reimbursement of relocation expenses.

F. Damage or Destruction. If, during the term of this Lease, the Leased Property, or any part thereof, is damaged by fire or other casualty so as to be rendered untenable either in whole or in part, and cannot reasonably be restored to substantially its former condition within one hundred twenty (120) days following such fire or other casualty, then either the Government or the Lessee may terminate this Lease as to the portion of the Leased Property so damaged effective the date of such casualty by giving notice to the other within thirty (30) days following such casualty. If the Lease is so terminated, the proceeds of insurance shall belong to the Government. In the event of any such damage which does not render all or any portion of the Leased Property untenable, either in whole or in part, or if neither party terminates pursuant to the preceding provisions, Government shall, with all due diligence, repair and restore the damaged area or areas to substantially the same condition they were in prior to such casualty. Such restoration shall be commenced and completed as quickly as is reasonably possible. In making such restoration, the Government is entitled to use the proceeds of the insurance specified in Part 1 section 7. Also during the time of such restoration, the rent shall be abated to the extent that all or any portion of the Leased Property is not usable by the Lessee.

G. Surrender

Upon the expiration of this Lease or its prior termination, Lessee shall quietly and peacefully remove itself and its property from the Leased Property and surrender the possession thereof to the Government; provided, in the event the Government shall terminate this Lease upon less than sixty (60) days notice, Lessee shall be allowed a reasonable period of time, as reasonably determined by the Local Government Representative, but in no event to exceed sixty (60) days from receipt of notice of termination, in which to remove all of its property from and terminate its operations on the Leased Property. During such period prior to surrender, all obligations assumed by Lessee under this Lease shall remain in full force and effect; provided, however, that if the Local Government Representative shall, in his sole discretion, determine that such action is equitable under the circumstances, he may suspend, in whole or in part, any further accruals of rent between the date of termination of the Lease and the date of final surrender of the Leased Property.

H. Restoration of Leased Property

Before the expiration or prior termination of this Lease, at the direction of the Local Government Representative, Lessee shall restore the Leased Property and each item thereof to the condition in which it was received, or to such improved condition as may have resulted from any improvement made therein by the Government or by Lessee during the Lease term, subject however, to ordinary wear and tear and loss or damage for which Lessee is not liable hereunder; provided, in the event the Government shall terminate this lease upon less than sixty (60) days notice Lessee shall have sixty (60) days from receipt of notice of termination to accomplish such restoration, or such additional time as the Local Government Representative may determine is fair and reasonable.

I. Installation, Alterations, and Removals

- (1) It is expressly agreed and understood that Lessee will make no permanent alterations, additions, or betterments to or installations upon the Leased Property without the prior written approval of the Local Government Representative, and then only subject to the terms and conditions of such approval which may include an obligation of removal and restoration upon the expiration or termination of this Lease, as the Local Government Representative may direct. Except insofar as said terms and conditions may expressly provide otherwise, all such alterations, additions, betterments, and installations made by Lessee shall remain the property of Lessee.
- (2) During the term of this Lease, or any extension thereof, with the prior written approval of the Local Government Representative, Lessee shall have the right, at its own expense, to install such improvements and additions and to attach such removable fixtures in or upon the Leased Property pursuant to this Lease, and to remove same at any time prior to the expiration or termination of this Lease or any extension thereof; provided, that in the event of termination by the Government upon less than sixty (60) days notice Lessee shall, as may be directed by the Local Government Representative and at the sole discretion of the Local Government Representative remove such items within sixty (60) days from the receipt of notice of termination. All property not so removed shall be deemed abandoned by Lessee and may be used or disposed of by the Government in any manner whatsoever without any liability to account to Lessee therefor, but such abandonment shall in no way reduce any obligation of Lessee to perform restoration under Article H of this Part II. In the event that the Leased Property is not restored to the condition at the time of Lease commencement, ordinary wear and tear excepted, then the Government may cause the Leased Property to be restored at the sole expense of Lessee.
- (3) The Government and the Lessee agree that the Lessee may erect one or more monument signs in appropriate locations on government property. These signs will be at one or more locations and will be consistent with size and quantity sign regulations of the City of Miamisburg. The number and location of these signs shall be decided by mutual agreement between the Government and the Lessee, and both parties shall be reasonable in reaching that mutual agreement.

Building Designation: 61
 Floor: All
 Quadrant: All
 Room: All

Page 4 of 4

NOTE: Actions identified below will not exceed requirements listed in the current DOE/MDCR Site Entry agreement

The following individuals have inspected this building and have determined that its condition is suitable for occupancy.			
Co./Dept.	Name (Print):	Signature:	Signature Date:
DOE			
MDC			
LM/S/IS/IS	Gary Weidobach		

Approved by DOE:

Name (Print): _____
 Title: _____
 Signature: _____
 Date: _____

Approved by Mound Development Corporation (MDC):

Name (print): _____
 Title: _____
 Signature: _____
 Date: _____

J. Allocation of Liability.

- (1) Lessee covenants that it shall indemnify the Government with respect to any and all claims, demands, causes of action, proceedings, judgments or suits, and all liabilities, losses, damages, costs or expenses (including without limitation technical consultant fees and reasonable attorneys fees) which may arise from or be incident to (i) the use and occupancy by Lessee of the Leased Property; (ii) damages to the Leased Property or injuries to or death of the person of Lessee's officers, agents, servants, employees, or others who may be on said premises at their invitation or the invitation of any one of them, while this Lease is in effect; (iii) any "release" as defined in Section 101(22) of CERCLA of any "hazardous substance" as defined in Section 101(14) of CERCLA or petroleum (including crude oil or any fraction thereof) onto or from the Leased Property at any time while this Lease is in effect; (iv) failure of Lessee to comply with applicable environmental laws; and (v) the transportation, deposit, storage, or disposal by Lessee of hazardous substances or petroleum off-site of the Leased Property.
- (2) Lessee further covenants that any property of the Government damaged or destroyed by Lessee incident to Lessee's use and occupancy of the Leased Property shall be promptly repaired and replaced by Lessee to the satisfaction of the Local Government Representative, or in lieu of such repair or replacement, Lessee shall, if so required by the said officer, pay to the Government money in an amount sufficient to compensate for the loss sustained by the Government by reason of the destruction of the property.
- (3) The Government accepts that, without conditions, the Lessee shall not be responsible for any claims, damages, causes of action, proceedings, judgments or suits, and all liabilities, losses, costs or expenses, including without limitation technical consultant fees and reasonable attorneys fees) which may arise from or be incident to (i) any "release" as defined in section 101(22) of CERCLA or any "hazardous substance" as defined in Section 101(14) of CERCLA, or petroleum (including crude oil or any fraction thereof) onto or from the Leased Property at any time prior to the effective date of this Lease; (ii) the failure of the Government to comply with applicable environmental laws; (iii) the transportation, treatment, deposit, storage or disposal by the Government of hazardous substances or petroleum off-site of the Leased Property; or (iv) a breach of a certification set forth in Exhibit A2 to this Lease.

K. Utilities and Services

- (1) In the event that the Government shall furnish Lessee with any utilities and services maintained by the Government which Lessee may require in connection with its use of the Leased Property, Lessee shall pay the Government the charges therefor in addition to the cash rent required under this Lease. Such charges are defined in detail in Exhibit A, Article 4. A summarization of such charges as well as the details for payment are described in Exhibit C. It is expressly agreed and understood that the Government in no way warrants the continued maintenance or adequacy of any utilities or services furnished by it to Lessee.

- (2) Utilities to be provided by the Government and the charges for them as detailed in Exhibit A, Article 4 and summarized in Exhibit C, as amended from time to time by the parties. The charge for such utilities will be adjusted yearly beginning on October 1, 1995. Adjustments will be based on a number factors including apportionment of plant operating costs, energy indexes, and plant utility contract changes, etc.. Based on current projections an escalation of between the range of eight (8) and twelve (12) percent is likely in each of the next three years.
- (3) In the event that the Lessee obtains utilities from an appropriate supplier other than the Government; the charges and the method of payment thereof shall be determined by the appropriate supplier of such services, in accordance with applicable laws and regulations. The appropriate supplier of such service may require establishing a new easement and the installation of adequate connecting and metering equipment at the sole cost and expense of Lessee. Such action will be subject to the approval of the Local Government Representative.
- (4) Notwithstanding and in modification of the foregoing, Lessee may terminate this Lease in whole or in part if utilities are not being adequately supplied to all or any part of the Leased Property. No such termination shall be allowed if the lack of supply is for any less than forty-eight (48) calendar hours, and no termination shall be allowed if the cut-off of utilities is the fault of the Lessee or Sublessee or Sublessees.

L. Liens

Lessee shall promptly discharge or cause to be discharged any valid lien, right in rem, claim of demand or any kind, caused by Lessee and/or any Sublessee or Sublessees which at any time may arise or exist with respect to the Leased Property or materials or equipment furnished therefor, or any part thereof, on behalf of Lessee and if the same shall not be promptly discharged by Lessee, the Government may discharge, or cause to be discharged, the same at the expense of Lessee.

M. Access

The Government shall have access to the Leased Property at all reasonable times for any purposes not inconsistent with the quiet enjoyment thereof by Lessee, including, but not limited to, the purpose of inspection and activities of the DOE its agents or assigns. Wherever practicable, the Government shall give advance notice of such inspection to Lessee and offer the opportunity to accompany the Local Government Representative. The Lessee shall provide the Government with a schedule of operation hours and holidays.

N. State and Local Taxes

In the event that as a result of any future Act of Congress subjecting Government-owned property to taxation, any taxes, assessment or similar charges are imposed by State or local authorities upon the Leased property (other than upon Lessee's possessory interest therein), Lessee shall pay the same when due and payable.

O. Equal Employment Opportunity

In connection with the performance of work under this Lease, Lessee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, age, sex, or national origin or disability. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Lessee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. Lessee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

P. Covenant Against Contingent Fees

Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees or bonafide established commercial or selling agencies maintained by Lessee for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this Lease without liability or in its discretion to add to the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practices, and who have not obtained such licenses for the sole purpose of effecting this Lease, may be considered as bonafide employees or agencies within the exception contained in this clause).

Q. Officials Not to Benefit

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Lease, or to any benefit arising from it. However, this clause does not apply to this Lease to the extent that this Lease is made with a corporation for the corporation's general benefit.

R. Failure of Government to Insist on Compliance

The failure of the Government to insist, in any one or more instances, upon performance of any of the terms, covenants, or conditions of this Lease shall not be construed as waiver or relinquishment of the Government's right to the future performance of any such terms, covenants, or conditions and Lessee's obligations with respect to such future performance shall continue in full force and effect.

S. Assignment or Subletting

Lessee shall not transfer or assign this Lease or any interest herein nor sublet or otherwise make available to any third party or parties any portion of the Leased Property or rights therein without the prior written consent of the Government. Under any assignment made, with or without consent, the assignee shall be deemed to have assumed all of the obligations of Lessee hereunder, but no assignment shall relieve the assignor of any of Lessee's obligations hereunder except for an extension of the lease term beginning after such assignment, and then only if the Government shall have consented thereto. The Government agrees to reply to a request to sublet within thirty (30) days of the request. Should no reply be forthcoming in said 30 days, Lessee may sublet under the terms of the request.

T. Gratuities

- (1) The right of Lessee to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that Lessee, its agents, or another representative:
 - (a) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
 - (b) Intended, by the gratuity, to obtain a lease or favorable treatment under a lease.
- (2) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (3) If this Lease is terminated under paragraph (1) above, the Government is entitled to pursue the same remedies as in a breach of the lease.
- (4) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any rights and remedies provided by law or under this Lease.

U. Government Rules and Regulations

Lessee shall strictly comply with such reasonable rules and regulations regarding Installation security, ingress, egress, safety, and sanitation as may be prescribed, from time to time, and provided to Lessee by the Local Government Representative.

V. Notices

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

W. Payments

All payments to the Government required under this Lease shall be made by check or money order made payable to the Department of Energy and delivered to the Local Government Representative.

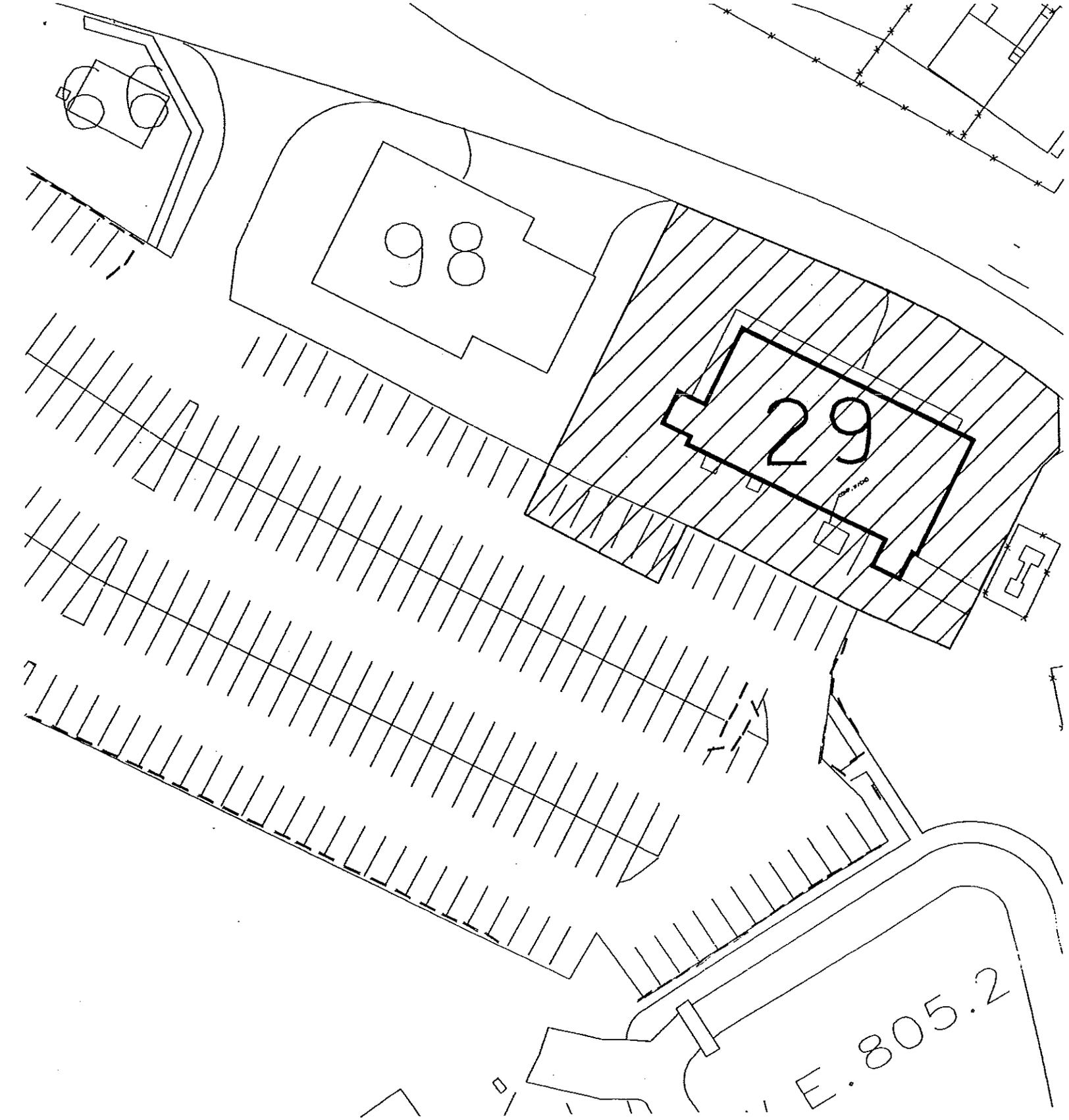
X. Interest

Notwithstanding any other provision of this Lease, all amounts that become payable by Lessee to the Government under this Lease shall bear interest from the date due until paid. The interest rate per annum shall bear the interest rate in effect which has been established by the Secretary of the Treasury pursuant to Public Law 92-42; 85 STAT 97 for the Renegotiation Board, as of the date the amount becomes due as herein provided. Amounts shall be due upon the earliest one of (i) the date fixed pursuant to this Lease; (ii) the date of the first written demand for payment, consistent with this Lease, including demand consequent upon default termination; (iii) the date of transmittal by the Government to the Lessee of a proposed supplemental agreement to confirm completed negotiations fixing the amount; or (iv) if this lease provides for revision of prices, the date of written notice to the Lessee stating the amount of refund payable in connection with a negotiated pricing agreement not confirmed by Lease amendment.

Y. Administration

The Local Government Representative specified in Part I, Section 9 of this Lease shall have complete charge of the administration of this Lease, and shall exercise full supervision and general direction thereof insofar as the interests of the Government are affected.

Exhibit A



BLDG. 29 PROPERTY BOUNDARY
AND PARKING AREA

 LEASED AREA

Exhibit B

Article 1

Map of the installation depicting common areas including means of ingress and egress, and restricted areas.

A) Mound Site Maps

The site map presented in Attachment A to Exhibit B, Article 1 shows the allowed access areas for the lessee. The site map also shows the areas of the plant which require Mound site approved escorts for access to the limited access areas. The map also shows those areas contained within the property protection areas of the site which are not open to the lessee or sublessee(s) without prior notification of the government or its representative.

The site map presented in Attachment B to Exhibit B, Article 1 shows the clearance zones and fragmentation arcs associated with explosive operations at the site. The lessee shall notify the government or its representative when any activities or any duration are required to be performed in these areas. The government or its representative will restrict operations inside the fragmentation arcs during those periods when the lessee is conducting activities of any duration at the magazines. The government or its representative will also restrict the vehicle traffic on the east-west road next to the magazines to less than 200 vehicles per day or less.

B) Mound Site Description

Situate in the State of Ohio, County of Montgomery, Township of Miami, partly in the City of Miamisburg, being a part of section 30 and fractional sections 35 and 36, Town 2, Range 5, Miami Rivers Survey (M.R.S.), and being all of city lots numbered 2259, 2290, 4777, 4778, and 4779, and part of out lot 6 lying within the corporation limits of the City of Miamisburg, and also a 35.5 acre parcel and a 24.2 acre parcel lying outside and adjacent to said corporation limits, being all of the tracts of land conveyed to the United States of America by instruments as recorded in Deed Book 1214 pages 10, 12, 15, and 17, Deed Book 1215, page 347, Deed Book 1214 page 248, Deed Book 1246 page 45, Deed Book 1258 page 74, Deed Book 1258 page 56, Deed Book 1256 page 179, Micro-Fiche 81-376A01, and Micro-Fiche 81-323A11 of the Deed Records of said County; and being more particularly bounded and described with bearings referenced to the Ohio State Plane Coordinate System, South Zone, as follows:

Beginning at a spike found (0.5' deep) and reset in concrete, being the Southwest corner of said section 30 and the Southeast corner of fractional section 36, said point being in the center of Benner Road (40 feet R/W) and being referenced North 84°, 28', 10" West 3102.92 feet from a spike found (0.5' deep) at the intersection of the centerline of Mound

Exhibit B
Article 1

Road (60 feet R/W) with the centerline of said Benner Road in said Miami Township, and being the true point of beginning for the land herein described; thence along the centerline of Benner road South $66^{\circ} 32' 35''$ West 958.79 feet to a railroad spike found and reset in concrete; thence continuing along said centerline of Benner Road South $73^{\circ} 18' 20''$ West 31.01 feet to a railroad spike found and reset in concrete, being a point in the East right-of-way line of the abandoned Miami and Erie Canal; thence leaving Benner Road and with said East right-of-way line for the following four courses: North $14^{\circ} 05' 35''$ West 62.14 feet to an iron pin found; thence north $14^{\circ} 11' 50''$ West 440.75 feet to an iron pin found; thence North $14^{\circ} 47' 30''$ West 259.93 feet to an iron pin found; thence North $14^{\circ} 45' 50''$ West 546.20 feet to an iron pin found and reset in concrete in the East right-of way line of the Consolidated Railway Corporation; thence with said Conrail right-of-way line for the following 10 courses: North $75^{\circ} 00' 55''$ East 85.04 feet to an iron pin found and reset in concrete; thence North $37^{\circ} 16' 35''$ East 96.65 feet to an iron pin set in concrete; thence North $80^{\circ} 28' 05''$ East 66.00 feet to an iron pin found and reset in concrete; thence North $09^{\circ} 31' 55''$ West 499.80 feet to a concrete monument found; thence North $09^{\circ} 26' 35''$ West 696.85 feet to an iron pin set in concrete; thence North $0^{\circ} 48' 25''$ West 616.81 feet to a concrete monument found; thence North $84^{\circ} 43' 35''$ East 75.08 feet to an iron pin set in concrete; thence along the arc of a curve to the right having a radius of 3669.83 feet, being concentric with and 150 feet distant, measured Eastwardly at right angles, from the centerline between main tracks of said railroad; for a distance of 744.94 feet to a concrete monument set, the chord of said curve bears North $03^{\circ} 17' 05''$ East 743.66 feet; thence South $84^{\circ} 39' 20''$ East 150.34 feet to a concrete monument set; thence along the arc of a curve to the right having a radius of 3519.83 feet, being concentric with and 300 feet distant, measured Eastwardly at right angles, from the centerline between main tracks of said railroad, for a distance of 1640.97 feet to a concrete monument found, the chord of said curve bears North $22^{\circ} 36' 55''$ East 1626.15 feet; thence leaving said railroad right-of-way line South $84^{\circ} 14' 50''$ East 102.31 feet to a concrete monument found; thence South $05^{\circ} 37' 45''$ West 90.03 feet to a concrete monument found; thence North $65^{\circ} 35' 50''$ East 809.36 feet to an iron pipe found and being referenced South $05^{\circ} 47' 45''$ West 130.89 feet from a concrete monument found at the Northwest corner of said section 30 and the Northeast corner of fractional section 36; thence South $85^{\circ} 04' 55''$ East 1023.90 feet to a concrete monument found; thence North $06^{\circ} 53' 15''$ East 231.00 feet to a concrete monument found on the West right-of-way line of Mound Road (60 feet R/W); thence South $84^{\circ} 38' 15''$ East 30.00 feet to an iron pin set in the centerline of Mound Road; thence South $06^{\circ} 53' 15''$ West 100.00 feet to an iron pin set; thence South $84^{\circ} 38' 15''$ East 193.40 feet to a concrete monument set; thence along the centerline of Mound Road South $05^{\circ} 32' 40''$ West 2709.36 feet to a railroad spike found; thence leaving said

Exhibit B
Article 1

Mound Road North 85° 28' 20" West 111.00 feet to an iron pipe found; thence South 07° 06' 55" East 714.44 feet to a concrete monument found; thence South 83° 59' 35" East 34.19 feet to a concrete monument found; thence South 04° 42' 45" West 2010.06 feet to a railroad spike found (0.2' deep) and reset in concrete located in the center of Benner Road; thence along the centerline of Benner Road North 84° 29' 45" West 1333.66 feet to the true point of beginning containing 305.116 acres more or less, and subject to all legal highways and easements of record.

(This description based upon an actual field survey of the described land conducted May, 1982. The description was prepared by Lockwood, Jones & Beals, Dayton, Ohio)

**U. S. DEPARTMENT OF ENERGY
APPENDIX NUMBER 1 TO THE GENERAL PURPOSE LEASE**

W I T N E S S E T H:

The General Purpose Lease, parts I & II entered into on the 7th day of September, 1994, between the UNITED STATES OF AMERICA, acting by and through the Department of Energy, hereinafter referred to as the "GOVERNMENT," and the Miamisburg Mound Community Improvement Corporation (renamed the Mound Development Corporation), hereinafter referred to as the "Lessee," contracted for the sale of the Government's Mound Facility from the Government to the Lessee; is appended effective as of this date, November 18, 2013 as follows:

This Appendix Number 1, brings the aforementioned lease into compliance with the Environmental Protection Agency's guidance for Institutional Control Implementation and Assurance Plans (ICIAPs) issued in December 2012, and reiterates to new management and those whom succeed the current management, of the required Institutional Controls covering the remaining land parcels and buildings as stated in the subject lease. MDC is responsible to ensure this action when these properties transfer, the ICs must continue in the form of deed restrictions.

Background Summary:

The former Mound Site Property was remediated under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) with associated Records of Decision (RODs) requiring adherence to enforceable ICs. The approved Mound RODs for the leased areas with their associated ICs are as follows *Parcels 6, 7, and 8 Record of Decision, Miamisburg Closure Project, Miamisburg, Ohio, Final, August 2009; Operable Unit 1 Record of Decision, Final, June 1995; and the Amendment of the Operable Unit 1 Record of Decision, U.S. Department of Energy, Mound Closure Project, Final, August 2011.*

The IC activity and use limitations in this lease amendment were described in the *Parcel 9 Environmental Covenant* (Special Instrument Deed #2012-00004722 filed 1-24-12 with Montgomery County, Ohio). The two special T Building deed restrictions were described in the *Parcels 6, 7, 8 ROD.*

Activity and Use Limitations:

Limitation on movement of soil: no soil from the Property shall be placed on any property outside the boundaries of the Mound property, described in Exhibit B of the Parcel 9 Environmental Covenant, without prior written approval from Ohio Department of Health (ODH), Ohio EPA and US EPA, or successor agencies.

General Purpose Lease appendix 1

Prohibition against residential use or farming activities: the Property shall not be used for any residential or farming activities, or any other activities which result in the chronic exposure of children less than eighteen years of age to soil or ground water from the Property. Other prohibited uses shall include, but not be limited to:

- Single or multi-family dwellings or rental units;
- Day care facilities;
- Schools or other educational facilities for children less than eighteen years of age; and
- Community centers, playgrounds or other recreational or religious facilities for children under eighteen years of age.

Prohibition against use of ground water, ground water under the Property shall not be extracted, consumed, exposed or used in any way without prior written approval of US EPA and Ohio EPA.

Prohibition against the removal of concrete floor material in specified rooms of T Building (see figure) to offsite locations without prior approval from USEPA, OEPA and ODH must be ensured.

Prohibition against the penetration of concrete floors in specified rooms of T Building (see figure) locations without prior approval from USEPA, OEPA, and ODH must be ensured.

For questions or further information, please contact the Mound Site Lead for DOE Environmental Management's Consolidated Business Center, Larry Kelly at (513) 246-0609 and/or Legacy Management's Gwen Hooten, Mound Site Manager at (720) 880-4349.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed on their behalf by their duly authorized representative as of the date written above. All other terms and conditions in the lease agreement remains the same.

MOUND DEVELOPMENT CORPORATION (MDC)

By *Eric A. Cluxton*
Title: President, MDC
ERIC A. CLUXTON

THE UNITED STATE OF AMERICA

By *Larry Kelly*
Title: Realty Officer, DOE EMCBC,
LARRY KELLY, RECO, URS

STATE OF OHIO

SS:

COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me this 23rd day of December, 2013 by Eric A. Cluxton as President of the Miamisburg Mound Community Improvement Corporation, an Ohio not-for-Profit Corporation, on behalf of the corporation.

Lorraine A. Huber
Notary Public

LORRAINE A. HUBER, Notary Public
In and for the State of Ohio
My Commission Expires May 22, 2016

STATE OF)

) SS:

COUNTY OF)

The foregoing instrument was acknowledged before me this 8th day of January, 2014 by Larry Kelly, Realty Officer, Environmental Management Consolidated Business Center, U.S. Department of Energy, of The United States of America, on behalf of the United States of America.

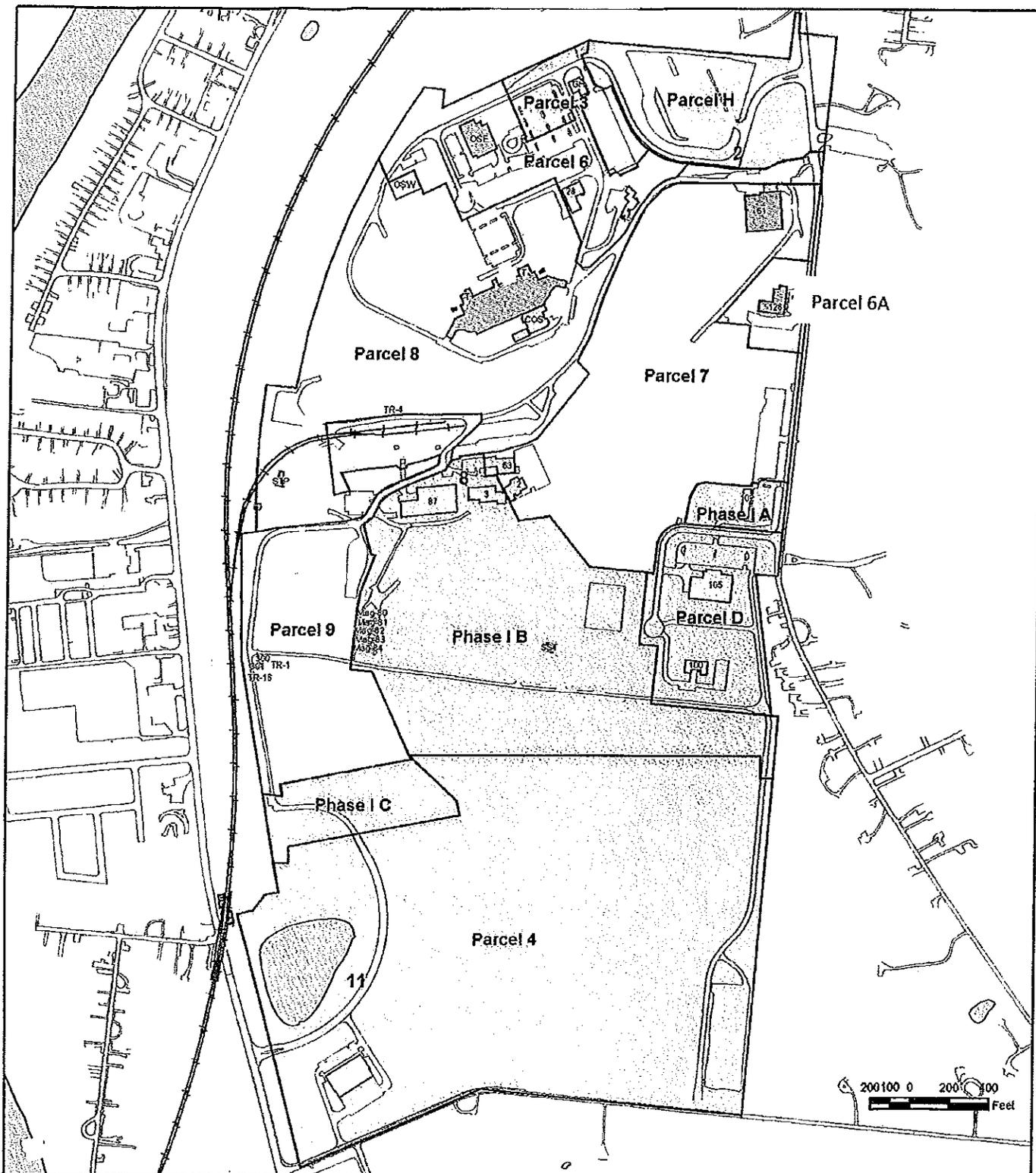
Scott D. Lucarelli
Notary Public



SCOTT D. LUCARELLI
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Butler County
My Comm. Exp. 8/10/15

General Purpose Lease appendix 1

PARCEL MAP



Legend

Parcel - DOE	Building Ownership DOE	Road - paved
Parcel - MDC	Leased by MDC	Railroad
River	MDC	
Pond		

U.S. DEPARTMENT OF ENERGY
 MAM:SEBURG 0110

Work Performed by
S.M. Stoller Corporation
 Under DOE Contract
 No. DE-AC01-07-MC0080

Mound Site Points of Interest



DATE PREPARED:
 November 11, 2009

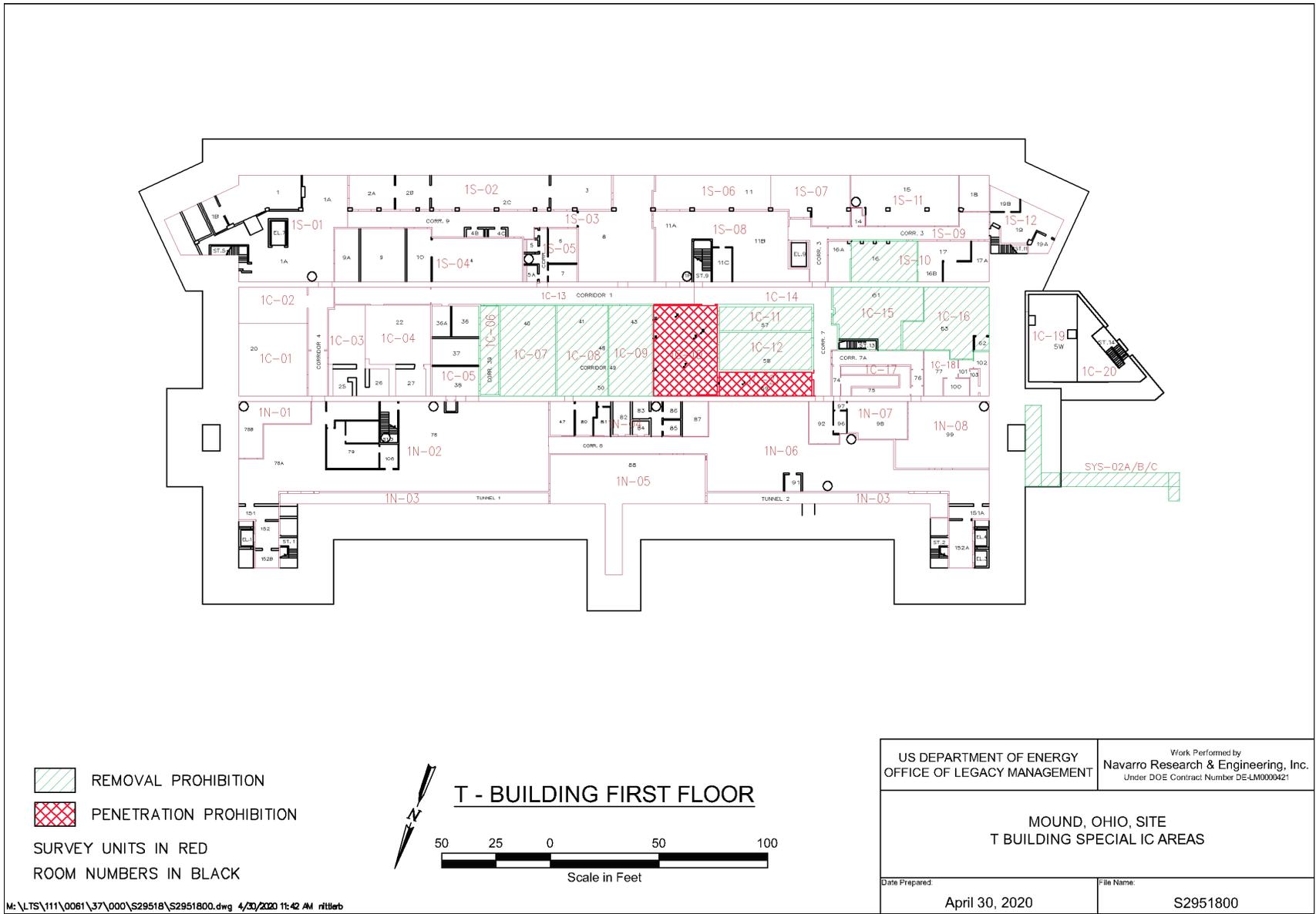
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Appendix C

Information on T Building Special IC Areas

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Figure C-1. T Building Rooms with Special ICs



The Mound Core Team
P.O. Box 66
Miamisburg, Ohio 45343-0066

6/29/09

As you know, The Proposed Plan for Parcels 6, 7 and 8 contains a restriction on the use of T Building which prohibits the penetration of concrete floors in rooms 50, 57 and 59 of T Building without prior approval from USEPA, OEPA, and ODH. The Miamisburg Mound Community Improvement Corporation (MMCIC) has asked the Core Team for a "blanket" approval to conduct limited activities in these rooms that should not result in an unacceptable risk to workers in the building.

The Core Team has evaluated this request and hereby grants approval for these activities provided they are conducted in accordance with the following policy guidelines:

1. Any driven penetration (e.g. concrete nails or explosive driven nails) of up to four inches in depth can be conducted without approval. As notification, the Core Team shall be provided a description of the activity, drawing of the room, and location of the proposed penetrations two weeks prior to physical activity.
2. Penetrations that involve removal of concrete shall be filled with concrete or steel. They shall not exceed four inches depth without approval of the Core Team. All penetrations of four inches or less requiring removal of concrete (drilling etc.) will require the submittal of a description of the activity, drawing of the room, and location of the proposed penetrations to the Core Team two weeks prior to the physical activity for notification purposes.
3. Any actions which remove or damage the concrete (including "driven penetrations") shall be filled within 120 days of completion.
4. Routine T Building occupants should be excluded from the area of activity for the duration of the renovation.

For your information, the Core Team has prepared the attached Position Paper which the Core Team used in its evaluation. MMCIC can use this Position Paper and these policy guidelines in determining which future activities may be acceptable to the Core Team in rooms 50, 57 and 59 of T Building. In any event, MMCIC must request approval for any activity not on this approved list.

DOE/MEMP: Paul C Lucas 7/14/09
Paul C. Lucas, Remedial Project Manager

USEPA: Timothy J. Fischer
Timothy J. Fischer, Remedial Project Manager

OEPA: Brian K. Nickel 7/14/09
Brian K. Nickel, Project Manager

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Position Paper T Building Cap Areas Renovation Guidelines

Background: T Building (Technical Building) is a massively constructed building on the Mound site with ten foot thick heavily reinforced concrete floors and similarly robust ceilings and walls. During the remediation of the T Building, the contractor encountered bulk contamination of the floor and footings in certain areas. Attempts to complete remediation of the contaminated floor and footer in the west end of room 50 and east end of rooms 57 and 59 were technically and economically difficult to justify. Following an assessment of the risks involved to the building's structural integrity if removal of contaminated concrete continued (attached), a decision was made to leave the contaminated concrete sub floor and footer in place, and to add a cap of color coded (red) concrete to provide a margin of safety from the residual contamination. The Department of Energy (DOE) currently owns the facility and wishes to transfer ownership to the Miamisburg Mound Community Improvement Corporation (MMCIC) for future development. To ensure the health and safety of future workers and occupants of T Building, a deed restriction will be placed on T Building limiting the disturbance of concrete in those areas with residual contamination. This paper outlines some of the technical basis allowing latitude in the disturbance of the concrete cap.

As stated above, the DOE and its contractors evaluated the residual contamination to ensure that future worker safety was protected. Specifically future worker doses were modeled to ensure that they would not reasonably be expected to receive an additional 15 mrem of equivalent dose due to occupation in T Building. Samples of the residual contamination were taken. As a conservative measure, the average of the five highest areas of contamination was used as input for the entire area. This data was input into the RESRAD Build dose evaluation code. This code is jointly developed by the DOE and the Nuclear Regulatory Commission (NRC) for just this type of situation.

Under this scenario, two types of workers were evaluated. The first type was an office worker who occupies the building for an entire year. Doses for this type of worker were previously calculated and found to fall within the 15 mrem per year guidelines. The calculations for this type of worker assume that no renovation is occurring while that worker occupies the area, i.e. the concrete cap is intact. A second worker, the renovation worker, was originally modeled using similar physical characteristics of the building, but differing inputs commensurate with the type of work. For example, the breathing rates and occupancy rates for the renovation worker differ from that of an office worker. The original calculations for the renovation worker in T Building were 1.86 mrem. Of that dose, 0.17 mrem is due to direct radiation from the residual contamination under the protective cap. The remainder is from low level residual contamination throughout T Building.

A review of the Final Status Surveys for T Building indicates that the thickness of the cap is nominally 11 inches. It was placed at this thickness to bring the floor elevation level with the adjoining hallway floor surfaces. Based on the very low dose rates cited above (0.17 mrem) for external exposure, there is excess concrete serving as a shielding material for the bulk contamination below. This would allow for temporary removal or penetration of some portion of this concrete to allow for anchoring of equipment and walls of future tenants. It should be noted,

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that in order to maintain the integrity of the calculations for the office worker, any floor penetration should be repaired or steel anchors inserted (steel being a better shield than concrete).

Calculations: As implied, records for the original calculations were retrieved from storage. Although it was generally known that excess concrete was placed, there was no known calculation of how much excess existed and none was found during the review of the records. The RESRAD Build calculations that were found used all 11 inches of concrete as shielding to arrive at the 0.17 mrem cited earlier. In addition, due to the presence of the cap, it was assumed that none of the contamination contained in the subsurface concrete and footers becomes airborne.

RESRAD Build continues to be maintained and updated by Argonne National Laboratory. The current version is slightly modified from the version originally used to model these doses. In order to ensure continuity, a baseline calculation was performed using the parameters from the original calculations. With only slight variations, they agreed. The original calculations indicated 1.70 mrem due to other building residual contamination. The new version calculated this same component to be 1.69 mrem. The total for both the cap area and the remainder of the building was 1.86 mrem for both versions, indicating strong agreement between the two.

In order to establish a margin of safety another calculation used the same input parameters except that the thickness of the cap was reduced by seven inches (to a nominal four inches total thickness). This further reduced thickness yielded an exposure to the renovation worker of 5.93 mrem. This remains protective of the renovation worker.

Recommendation: If the core team decides to allow penetration of the "red" concrete cap, it would be prudent to allow for some margin of safety to preclude accidental penetration to depths greater than currently analyzed. Note that the cap penetrations should be restored or replaced with anchors that provide similar or greater shielding capabilities. Recall also that one of the major assumptions is that the cap prevents the contamination below it from becoming airborne, so that the integrity of the cap must be maintained. Consideration must be given to the ability to ensure that recommendations are followed (i.e. penetrations are not greater than depth specified etc.). Also note that additional work could be carried out safely but may require additional analysis.

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Policy Guidelines: As discussed, some guidelines should be established to administer penetration of the concrete in these areas. Such guidelines could be as follows:

1. Any driven penetration (e.g. concrete nails or explosive driven nails) of up to four inches in depth can be conducted without approval. As notification, the Core Team should be provided a description of the activity, drawing of the room, and location of the proposed penetrations two weeks prior to physical activity.
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3. Any actions which remove or damage the concrete (including "driven penetrations") shall be filled within 120 days of completion.
4. Routine T Building occupants should be excluded from the area of activity for the duration of the renovation.

(The floorplan to the right shows the camera angles for Figures C-2 through C-11.)

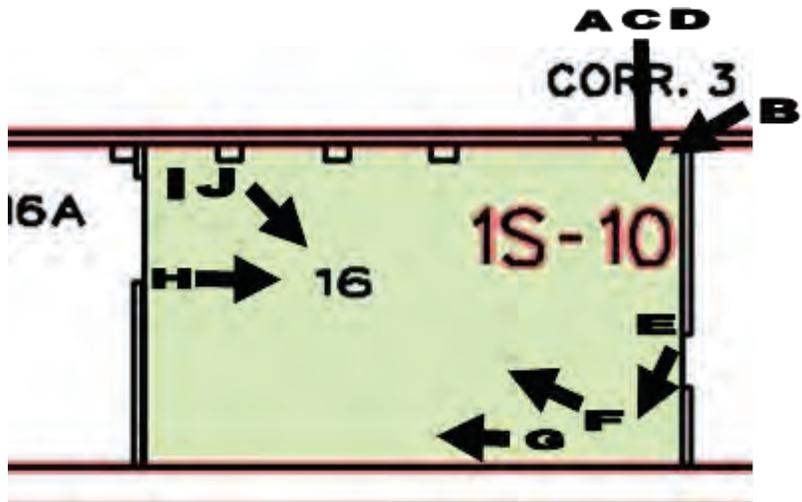


Figure C-2. T Building Room 16 View A



Figure C-3. T Building Room 16 View B



Figure C-4. T Building Room 16 View C



Figure C-5. T Building Room 16 View D



Figure C-6. T Building Room 16 View E



Figure C-7. T Building Room 16 View F



Figure C-8. T Building Room 16 View G



Figure C-9. T Building Room 16 View H



Figure C-10. Building Room 16 View I



Figure C-11. T Building Room 16 View J

(The floorplan to the right shows the camera angles for Figures C-12 through C-19.)

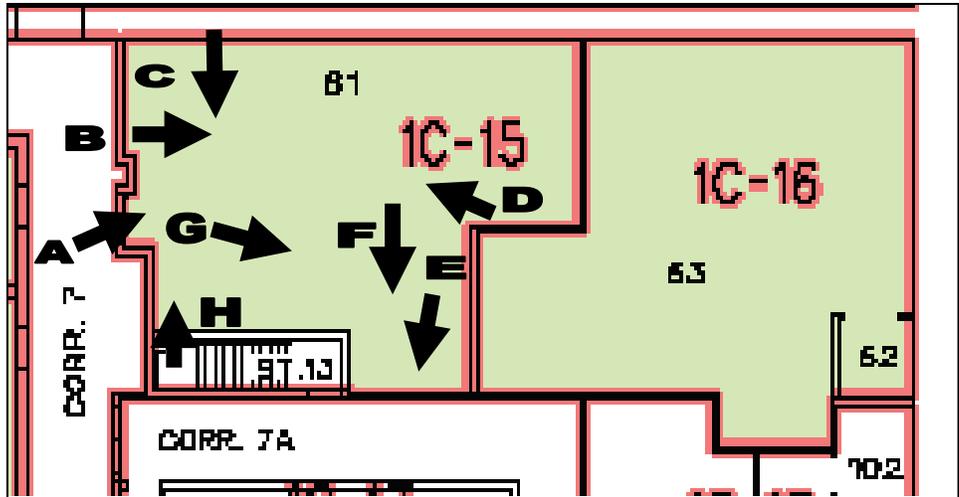


Figure C-12. T Building Room 61 View A



Figure C-13. T Building Room 61 View B



Figure C-14. T Building Room 61 View C



Figure C-15. T Building Room 61 View D



Figure C-16. T Building Room 61 View E



Figure C-17. T Building Room 61 View F



Figure C-18. T Building Room 61 View G



Figure C-19. T Building Room 61 View H

(The floorplan to the right shows the camera angles for Figures C-20 through C-31.)

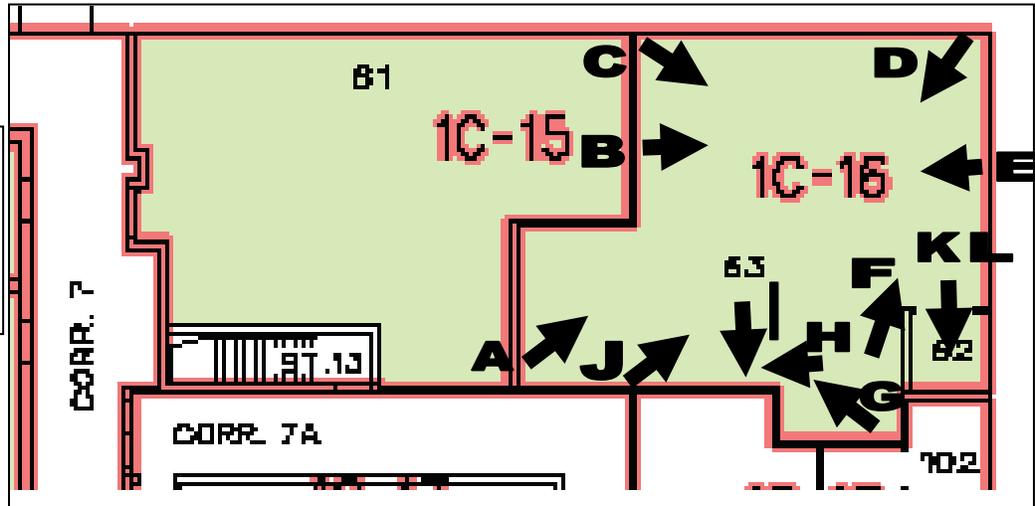


Figure C-20. T Building Room 63 View A



Figure C-21. T Building Room 63 View B



Figure C-22. Building Room 63 View C



Figure C-23. T Building Room 63 View D



Figure C-24. T Building Room 63 View E



Figure C-25. T Building Room 63 View F



Figure C-26. T Building Room 63 View G



Figure C-27. T Building Room 63 View H



Figure C-28. T Building Room 63 View I



Figure C-29. T Building Room 63 View J



Figure C-30. T Building Room 62 View K



Figure C-31. T Building Room 62 View L

(The floorplan to the right shows the camera angles for Figures C-32 through C-37.)

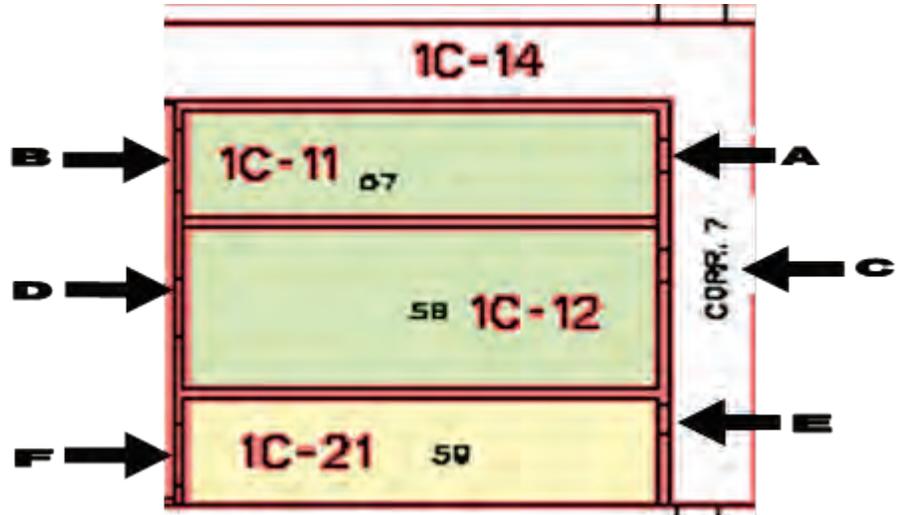


Figure C-32. T Building Room 57 View A



Figure C-33. T Building Room 57 View B



Figure C-34. T Building Room 58 View C



Figure C-35. T Building Room 58 View D



Figure C-36. T Building Room 59 View E



Figure C-37. T Building Room 59 View F

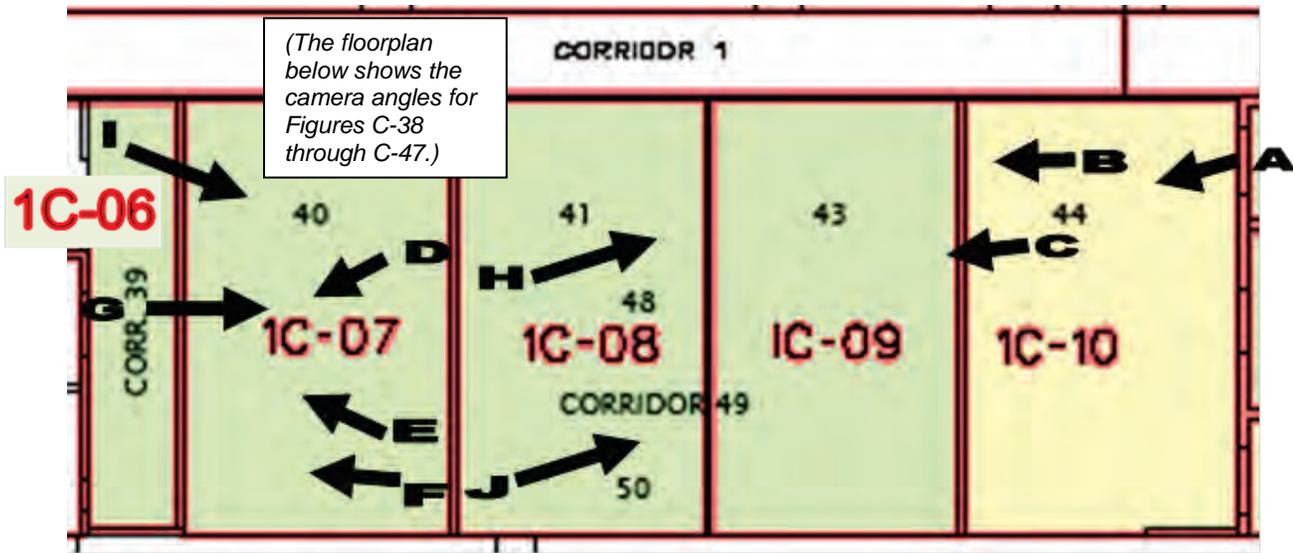


Figure C-38. T Building Rooms 39-44 and 48-50
View A

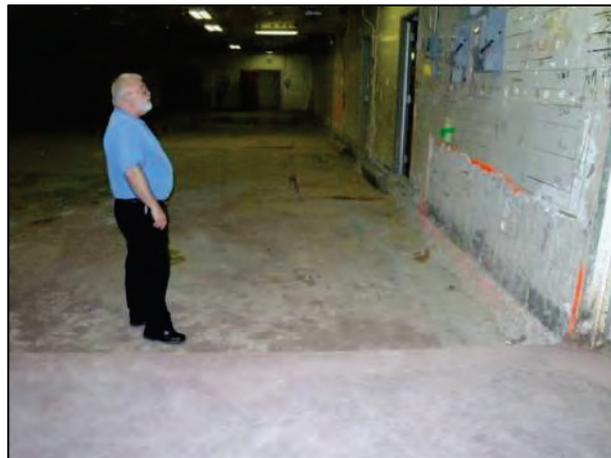


Figure C-39. T Building Rooms 39-44 and 48-50
View B



Figure C-40. T Building Rooms 39-44 and 48-50
View C



Figure C-41. T Building Rooms 39-44 and 48-50
View D



Figure C-42. T Building Rooms 39-44 and 48-50
View E



Figure C-43. T Building Rooms 39-44 and 48-50
View F



Figure C-44. T Building Rooms 39-44 and 48-50
View G



Figure C-45. T Building Rooms 39-44 and 48-50
View H



Figure C-46. T Building Rooms 39-44 and 48-50
View I

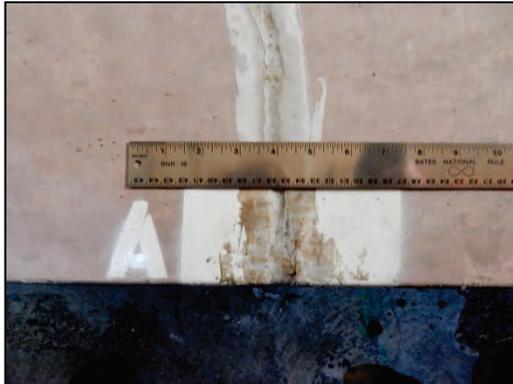


Figure C-47. T Building Rooms 39-44 and 48-50
View J

2018 Final LM Photos of Red Concrete Cracks

The photographs in Figure C-48 were taken on February 13, 2018, for the 2018 Mound site annual IC assessment to document the condition of the filled cracks in the red concrete in specified rooms in the T Building.

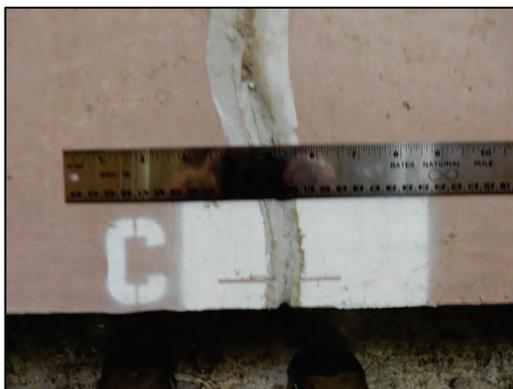
The locations of the crack monitoring points are shown in Figure C-48.



Monitoring Point A



Monitoring Point B



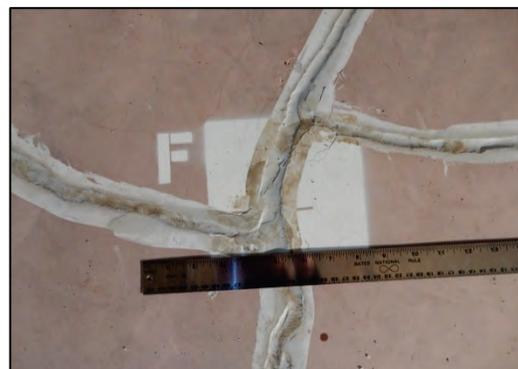
Monitoring Point C



Monitoring Point D



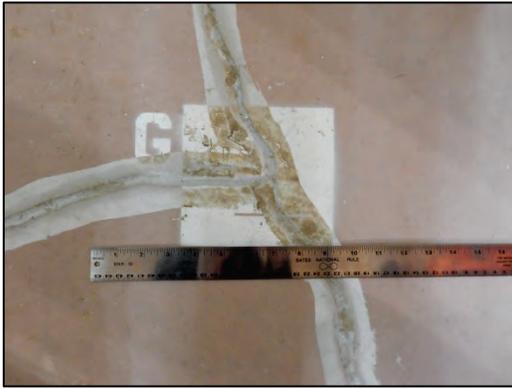
Monitoring Point E



Monitoring Point F

Figure C-48. Condition of the Cracks in the Red Concrete in Specified Rooms in the T Building, February 2018

2018 Photos of Red Concrete Cracks



Monitoring Point G

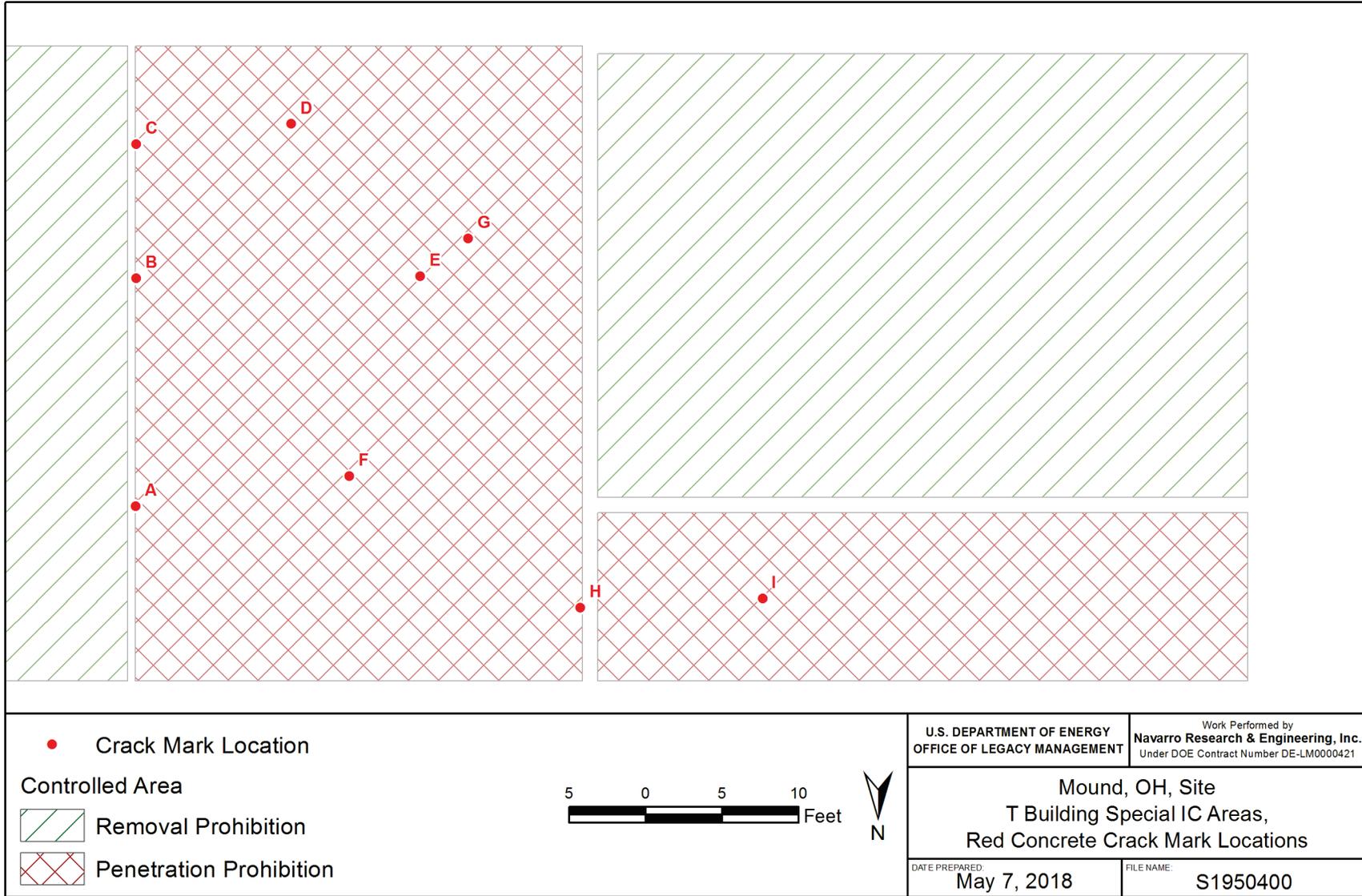


Monitoring Point H



Monitoring Point I

Figure C-48. Condition of the Cracks in the Red Concrete in Specified Rooms in the T Building, February 2018 (continued)



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Figure C-49. T Building Special IC Areas, Red Concrete Crack Mark Locations

ATC 100 Fact Sheet for Crack Filler Product

ATC 100

Description and Uses

ATC 100 is a single component elastomeric sealant without free isocyanates or solvents (VOCs.) It cures rapidly by drying to form a flexible joint between substrates. It has excellent adhesion to most materials including plywood, plastic, concrete, masonry and metal.

ATC 100 is a hybrid water, vapor, gas and radon resistant sealant polymer, specially designed to adhere to damp or dry surfaces, making it excellent for sealing cove joints and concrete floor cracks against radon, methane, water, water vapor and other soil gasses. ATC 100 is excellent for bonding plastic, concrete and other materials and substrates. ATC 100 is UV resistant and can be used on exterior and interior surfaces. ATC 100 can be painted after curing.

Where to Use

- Cove joints
- Concrete floor cracks
- Interior or exterior

Advantages

- No VOCs
- Combines the best qualities of polyurethane and silicone sealant
- Non-yellowing
- Isocyanate free
- High bond strength
- Easy flow

Technical Data

Appearance	Pasty
Color	Grey
Density at 200 C	1.65 +/- 0.05
Sagging (ISO 73900)	No
Application Temperature	40°-100°F
Temperature resistance	-4°-190°F
Cure Time @ 750F and 50% HR	50 minutes
Skin Formation time @750F and 50% HR	24-36 Hrs
Final Shore A Hardness (ISO 868-3 sec.)	>30
Modulus at 100% (ISO 8339)	>70 psi
Elongation at Break (ISO 8339)	>140 psi
Resistance to dilute acids and bases	Good
UV Resistance	Excellent
Water and salt spray resistance	Excellent
Compatibility with paints	Yes

ATC 100 Fact Sheet for Crack Filler Product

Application Instructions

Preparation:

The substrates must be clean, dry free of dust, oil, grease, and any contaminants that could harm bonding. All traces of poorly adhered paint or coatings should be removed beforehand. If the substrates to be cleaned, solvents such as methylethylketone (MEK) or acetone may be used. Check the compatibility of the solvent used with the substrates. It may be necessary to rub down the substrate beforehand. After rubbing down, the surface should be re-cleaned. Allow the substrate to dry after degreasing. Note: When using solvents, extinguish all sources of ignition and carefully follow the safety and handling instruction given by the manufacturer or supplier.

Gaulking:

ATC 100 may be applied by manual or pneumatic gun.

After application, each joint should be tight up to the joint lip and smoothed with a putty knife. This product should be used within 24 hours of opening the cartridge. If stored in cold weather, store the cartridges at 70°F prior to use.

Drying Time

Skin time is 50 minutes. Full cure at 24 hours depending on temperature and humidity.

Clean Up

Tools should be cleaned with MEK or acetone before the sealant has completely cured. After curing, abrasion is necessary.

Storage and Shelf Life

12 months in the original hermetically sealed packaging between 40-75°F.

Packaging

10.4 oz cartridges

Safety

Not classified as hazardous. Read the MSDS before use.

Warranty

Recommendations concerning the performance or use of this product are based upon independent test reports believed to be reliable. If the product is proven to be defective, at the option of the Manufacturer, it will be either replaced or the purchase price refunded. The Manufacturer will not be liable in excess of the purchase price. The user will be responsible for deciding if the product is suitable for his application and will assume all risk associated with the use of the product. This warranty is in lieu of any other warranty expressed or implied, including but not limited to an implied warranty of merchantability or an implied warranty of fitness for a particular use.

THE FOREGOING WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF AN OTHER WARRANTY, EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE AND PURPOSE AND ALL OTHER WARRANTIES OTHERWISE ARISING BY OPERATION OF LAW, COURSE OR DEALING, CUSTOM, TRADE OR OTHERWISE.

applied
technologies, inc.

P. O. Box 18476 Fairfield, OH 45018
1-877-277-6948 (513) 939-3767
www.appliedtechnologies.com

07/07

Appendix D

2012 Core Team IC Guidance

Form: Request for Regulatory Approval of New Site Activity

Appendix D

Contents

1. 2012 Core Team IC Guidance
2. Example Form: Request for Regulatory Approval of New Site Activity

2012 Core Team IC Guidance



The Mound Core Team
250 East Fifth Street, Suite 500
Cincinnati, Ohio 45202

9/12/12 Update

Purpose

The Core Team has prepared the following guidance for assisting with compliance with the existing Mound Site Institutional Controls (ICs). Mound Development Corporation (MDC), or any other future owners of Mound Site property, can use the following guidance and best management practices to maintain compliance with Mound Site ICs when conducting future site activities. It is important to note that this guidance is not intended to be all inclusive, and requirements, including this document, could be subject to change or updating based on site activities, future remedy changes or changes to existing environmental laws.

Background Summary

The former Mound Site Property was remediated under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) with associated Records of Decision (RODs) requiring adherence to enforceable Institutional Controls (IC's).

Records of Decision

The following are the approved RODs for the Mound Site:

1. *Operable Unit 1 Record of Decision, Final, June 1995 (amended in 2011)*
2. *Record of Decision for Release Block D, Final February 1999*
3. *Record of Decision for Release Block H, Final June 1999*
4. *Parcel 3 Record of Decision, Final, August 2001*
5. *Parcel 4 Record of Decision, Final, February 2001*
6. *Phase 1 Record of Decision, Final, July 2003*
7. *Miami-Erie Canal, Record of Decision, Final September 2004 (OU-4)*
8. *Parcels 6, 7, and 8 Record of Decision, August 2009*
9. *Amendment of the Operable Unit 1 Record of Decision, August 2011*

2012 Core Team IC Guidance

Institutional Controls (ICs)

The Mound Site RODs, except for the OU4 Miami Erie Canal area, require ICs in the form of deed restrictions or an environmental covenant. The U.S. Department of Energy (DOE) is the lead agency with the responsibility to monitor, maintain and enforce the ICs. The U.S. Environmental Protection Agency (EPA), the Ohio Environmental Protection Agency (Ohio EPA), and the Ohio Department of Health (ODH) provide independent oversight and authority to approve requests regarding IC compliance. The ICs are designed to ensure:

- Maintenance of industrial or commercial land use and prohibition of residential land use.
- Prohibition against the use of groundwater without prior approval by EPA and Ohio EPA.
- Prohibition against the removal of soils from the Mound Site boundary (as of 1998) to offsite locations without prior approval. by EPA, Ohio EPA, and ODH.
- Allowing site access for federal and state agencies for the purpose of taking response actions, including sampling and monitoring.

The Parcels 6, 7 and 8 ROD includes the following additional institutional control requirements:

- Prohibition against the penetration of concrete floors in specified rooms in T Building without prior approval by EPA, Ohio EPA, and ODH.
- Prohibition against the removal of concrete floor material in specified rooms in T Building to offsite locations without prior approval by EPA, Ohio EPA, and ODH.

Details on the ICs listed above are included in the *Mound Site Operations and Maintenance Plan*, (O&M), Section 3, IC Management and Land Use Control. Additional information regarding each parcel and the associated ICs is included in the individual ROD for the specific parcel(s). These RODs are available on the DOE Office of Legacy Management (LM) website http://www.lm.doe.gov/CERCLA_Home.aspx.

Implementation – Best Management Practice

Implementation of the above IC language in contract and work planning documents may be accomplished as follows:

IC #1 - Maintenance of industrial or commercial land use and prohibition of residential land use.

Continue regular observation of site activities for signs of use other than industrial.

Allow no single or multi-family dwellings or rental units; day care facilities; schools or other educational facilities for children under 18 years of age; and no community centers, playgrounds or other recreational or religious facilities for children under 18 years of age are permitted on the property.

2012 Core Team IC Guidance



Fishing is considered recreational use and is prohibited. The photo above shows two individuals observed fishing in a Mound facility pond in Parcel 4. Note the “Recreational Use Prohibited” sign in the foreground. DOE, EPA, and Ohio EPA considered the exposure assumptions used to develop the industrial/commercial cleanup standards for the Mound site and concluded that occasional visits to the retention pond by area residents will not result in an unacceptable risk to the visitors.

However, if recreational activities are observed, MDC and future property owners will continue to monitor and discourage these unauthorized uses. Continued fishing or other recreational activities may result in more rigorous enforcement of ICs

IC#2 - Prohibition against the use of groundwater without prior approval from EPA and Ohio EPA.

No new wells may be installed on the Mound Site without prior approval from EPA and Ohio EPA. Groundwater use is prohibited.

IC#3 - Prohibition against the removal of soils from the Mound Site boundary (as of 1998) to offsite locations without prior approval. by EPA, Ohio EPA, and ODH.

One small area at the northeast corner of the site along Mound Road is excepted from this prohibition as described in the O&M Plan.

On typical plans that involve excavation, the following are examples of what should be considered for compliance with ICs:

2012 Core Team IC Guidance

- Earthwork/Demolition -- Due to deed restrictions, no soil shall be removed from the Mound Site without EPA and Ohio EPA approval. Excavated material may be used as fill in other areas on the project within the former Mound Site boundary. Spoil areas on the Mound Site shall be coordinated with the landowner. All materials removed from the site must be hauled per state and federal regulations.
- Soil -- No soil is allowed to leave the Mound Site without written approval of the EPA, Ohio EPA, and ODH. All excavated soil materials may be transported within the area of the Mound Site to an area or areas on site designated by the landowner.
- Concrete/Asphalt and Other Large Miscellaneous Debris – Prior to removal from the Mound Site, turn debris over and remove excess soils. *The following photo shows concrete removed during the construction of the Vanguard Blvd. extension. The removal of residual soil material on the concrete is viewed as being adequate for off site disposal.*



Trees – Prior to removal from the Mound Site, remove the majority of dirt from the root ball.

The photo below from the Vanguard Project shows a tree that was removed and cleared of excess soil for off property disposal.

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IC#4 - Provide site access for federal and state agencies for the purpose of taking response actions, including sampling and monitoring:

All future work planned at the former Mound site should include a provision allowing for federal and state agency access to the site.

IC#5 - The ROD for Parcels 6, 7 and 8 includes the following additional institutional control requirements:

- Prohibition against the penetration of concrete floors in specified rooms in T Building without prior approval by EPA, Ohio EPA, and ODH.
- Prohibition against the removal of concrete floor material in specified rooms in T Building to offsite locations without prior approval by EPA, Ohio EPA, and ODH.

In a Position Paper, *T Building Special ICs Core Team Agreement and Position Paper*, dated June 29, 2009, the Core Team previously addressed compliance with restrictions against penetration of the floor in certain areas of T Building. Please refer to Sections 3.6.4 and 3.6.5 and Appendix B of the *Mound Site Operations and Maintenance Plan LMS/MND/S08406-0.0* for further details.

Example Form: Request for Regulatory Approval of New Site Activity

Mound Site, Miamisburg, Ohio Request for Regulatory approval of new site activity

This is a formal request to the Environmental Protection Agency (EPA) and the Ohio EPA to provide written approval of an activity not generally covered by the institutional controls at the Mound Site. The institutional controls are part of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) remedies established in the Records of Decision for the Mound Site.

The Mound site institutional controls run with the land in the form of restrictions and covenants in quitclaim deeds or activity and use limitations in the Environmental Covenant. See the *Operations and Maintenance (O&M) Plan for the U.S. Department of Energy Mound Site, Miamisburg, Ohio*, for details on records of decision.

- Maintenance of industrial or commercial land use and prohibition against residential land use.
- Prohibition against the use of groundwater without prior written approval from EPA and Ohio EPA.
- Prohibition against the removal of soil from within the site boundary (as of 1998) to offsite locations without prior written approval from EPA, Ohio EPA, and ODH.
- Prohibition against the removal of concrete floor material in specified rooms of T Building to offsite locations without prior written approval from EPA, Ohio EPA, and ODH.
- Prohibition against the penetration of concrete floors in specified rooms of T Building locations without prior written approval from EPA, Ohio EPA, and ODH.
- Allowing site access for federal and state agencies for the purpose of sampling and monitoring.

Submitting Organization: _____
Sponsoring Organization: _____
Date Submitted: _____

1. The proposed activity:
2. Describe the proposed site activity. (Add supplemental documentation to this form if required)
3. Does the proposed activity violate any of the following restricted uses described in quitclaim deeds and the Environmental Covenant? Yes <input type="checkbox"/> No <input type="checkbox"/> <ul style="list-style-type: none">• Will not use, or allow the use of, the Premises for any residential or farming activities, or any other activities which could result in the chronic exposure of children under eighteen years of age to soil or groundwater from the Premises. Restricted uses shall include, but not be limited to:<ol style="list-style-type: none">1) single or multifamily dwellings or rental units;2) day care facilities;3) schools or other educational facilities for children under eighteen years of age;4) community centers, playgrounds, or other recreational or religious facilities for children under eighteen years of age• Will not extract, consume, expose, or use in any way the groundwater underlying the premises without the prior written approval of the EPA and the Ohio EPA.• Will not remove soil from the property except for exempted area in northeast corner Parcel H, without the prior written approval of the EPA and the Ohio EPA.
4. Is this a short-term or permanent activity? If short term, what duration do you anticipate? Specific date(s)?
5. When do you wish to begin this activity?

Request for Regulatory approval of Mound Site activity

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**Mound Site, Miamisburg, Ohio
Request for Regulatory approval of new site activity**

6. What ages of individuals would participate in this activity?
7. Estimate an average duration of time on site that these individuals participate in this activity? (hours per day x number of days per year; or hours per month; or total hours per year)
8. Does a risk assessment need to be performed? Attach a copy.

FOR REGULATOR USE ONLY
1. What is the basis for approval/disapproval?
2. What actions, precautions, notifications (if any) are required to mitigate risk?

Approvals:

Print name	Signature	Date
U.S. Environmental Protection Agency Representative		

Print name	Signature	Date
Ohio Environmental Protection Agency Representative		

Concurrence:

Print name	Signature	Date
U.S. Department of Energy Representative		

Request for Regulatory approval of Mound Site activity

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Appendix E

Aerial Photo with ROD Parcel Boundaries, March 2016

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Figure E-1. Mound Site 2016 Aerial Photo Showing ROD Parcel Boundaries

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