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VAD023717853

Via Next Day Delivery and Electronic (E-Mail)

April 24, 2014

Mr. Michael P. Cramer, Project Manager
RCRA Operations Branch
U.S. Environmental Protection Agency
Region III (3LC10)
1650 Arch Street
Philadelphia, PA 19103-2029

**Re: Institutional Control Implementation and Assurance Plan Workplan,
CMIP Order Cooper Industries, LLC - Earlysville, Virginia**

Dear Mr. Cramer:

Enclosed is one (1) copy of the above-referenced Institutional Control Implementation and Assurance Plan (ICIAP) Workplan. This document was prepared in response to a letter from you that was issued to Cooper on March 10, 2014. In that letter, you required that an ICIAP Workplan be prepared in order to maintain the effectiveness of the remedy at the Site.

If you should have any questions or require additional information, please do not hesitate to contact me at (713) 209-8850.

Sincerely,

Nelson M. Olavarria
Director Environmental Assessment and Remediation

Enclosures

cc: C. Gendron - Stantec (w/o encl)
C. Sullivan - (w/encl)
Jutta Schneider - VADEQ (w/encl)
D. Foster - (w/encl)

**Institutional Control
Implementation and
Assurance Plan Work Plan**

Former Cooper Industries Facility
395 Reas Ford Road
Earlysville, VA



Prepared for:
Cooper Industries, LLC
600 Travis, Suite 5400
Houston, TX 77002

Prepared by:
Stantec Consulting Services Inc.
5 Dartmouth Drive, Suite 101
Auburn, NH 03032

April 24, 2014

Sign-off Sheet

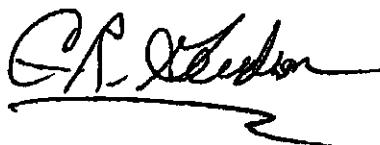
This document entitled Institutional Control Implementation and Assurance Plan Work Plan (ICIAP) Work Plan was prepared by Stantec Consulting Services Inc. ("Stantec") for the account of Cooper Industries, LLC (the "Client"). Any reliance on this document by any third party is strictly prohibited. The material in it reflects Stantec's professional judgment in light of the scope, schedule and other limitations stated in the document and in the contract between Stantec and the Client. The opinions in the document are based on conditions and information existing at the time the document was published and do not take into account any subsequent changes. In preparing the document, Stantec did not verify information supplied to it by others. Any use which a third party makes of this document is the responsibility of such third party. Such third party agrees that Stantec shall not be responsible for costs or damages of any kind, if any, suffered by it or any other third party as a result of decisions made or actions taken based on this document.

Prepared by



(signature)

Abigail Blaine, Project Scientist



Reviewed by

(signature)

Craig R. Gendron, PE, PG, LSRP, Principal

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INSTITUTIONAL CONTROL IMPLEMENTATION AND ASSURANCE PLAN WORK PLAN

Introduction
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1.0 INTRODUCTION

This document describes the work plan for the development of an Institutional Control Implementation and Assurance Plan (ICIAP) that will specify the implementation, maintenance, enforcement, modification, public communication, and termination of an Institutional Control (IC) at the former Cooper Industries, LLC (Cooper) facility located at 395 Reas Ford Road in Earlysville, Virginia (the "Site"). The Site's location is depicted on Figure 1. This document was prepared in response to a letter from Michael P. Cramer of the USEPA issued to Cooper on March 10, 2014, which requests that Cooper submit an ICIAP work plan within 45 days. This Work Plan is consistent with the December 2012 USEPA guidance entitled "Institutional Controls: A Guide to Preparing Institutional Control Implementation and Assurance Plans at Contaminated Sites" and is timely submitted. Note that because Cooper believes that the land and resource use restrictions identified in USEPA's March 10th letter are currently satisfied by existing institutional controls implemented for the Site, it will not express its position regarding USEPA's conclusion as to the necessity of the restrictions at this time, but reserves its right to do so in the future as it deems appropriate.

Resource Conservation and Recovery Act (RCRA) Corrective Actions at the Site have been conducted under a RCRA Administrative Consent Order (ACO) effective April 22, 1992 (USEPA Docket No. RCRA-III-058-CA) and a Corrective Measures Implementation Plan (CMIP) approved by USEPA in February 1993. The CMIP was revised in December 1999 with USEPA approval. The USEPA is the lead agency for the Site with the assistance of the Virginia Department of Environmental Quality (VADEQ).

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2.0 SITE DETAILS

General information regarding the Site is provided in the sections below.

2.1 SITE DESCRIPTION

The Site is identified as USEPA Facility ID VAD023717853. The Site has a main address of 395 Reas Ford Road in Earlysville, Albemarle County, Virginia. The Site is comprised of ten parcels identified in Albemarle County records as parcel numbers 31-10, 31-10A, 31-10H, 31-19, 31-19A, 31-21A, 31-21B, 31-21C, 31-21D, and 31-21D1. See further description of the parcels in the attached Deed (Appendix A). These ten parcels encompass a total of approximately 90 acres. In the 1990s, Cooper donated to the Albemarle Volunteer Fire Department an adjoining parcel that was free of impacts. That parcel was located to the northeast of the Site and was approximately four acres in size.

The Site is currently developed with an approximate 315,000 square-foot manufacturing building, which is currently used for light assembly. Additional smaller buildings located to the south and east of the main building include uses such as a retail warehouse, a medical clinic, a storage garage, and a wastewater treatment plant. With the exception of a fire station located to the northeast of the Site, the Site is surrounded on all sides by residential lots.

The primary source of impacts at the Site has been identified as a permitted wastewater treatment system (East Drainage System) that received industrial discharge from the manufacturing building. The wastewater treatment system was located just south of the manufacturing building. Based on current and historical monitoring data, impacts are limited to the Site and do not extend beyond the Site's boundaries.

2.2 SITE HISTORY

2.2.1 Historical Operations

The Site was first developed in 1962 by Panorama Corporation. Beginning at this time, the Site was used for manufacturing of electrical distribution equipment. Site operations included stamping, grinding, welding, painting, and plating of metal parts. Between 1967 and 1981, the Site was operated by various entities, including Murray Manufacturing, Arrow Hart, and Crouse-Hinds. In 1981, Cooper acquired the Site.

Cooper sold the manufacturing assets to Siemens Energy and Automation, Inc. (Siemens) in 1992, after which time Siemens leased the Site's main manufacturing building. Siemens discontinued plating operations and continued to manufacture electrical distribution equipment prior to vacating the Site in 1997. In April 1999, Cooper sold the Site to 4F, LLC, the current owner. Mr. Donnie Foster serves as the authorized representative for 4F, LLC. Cooper has been conducting cleanup actions at the Site pursuant to the April 22, 1992 ACO.



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2.2.2 Response Action Summary

In 1984, volatile organic compounds (VOCs) were discovered in one of the Site's production wells. Elevated VOC concentrations were also detected during subsurface investigations beginning at the Site in 1988. As noted in Section 2.1, the source of contamination was determined to be a wastewater treatment system located south of the manufacturing building. The wastewater treatment system consisted of a final pond, ten sludge trenches, two sludge pits, two drain pits, and two concrete tanks. The wastewater treatment system received effluent from the manufacturing building between approximately 1970 and 1985. The highest contaminant concentrations have been detected in the vicinity of the East Drain Pit. The primary contaminants of concern (COCs) identified for the Site include tetrachloroethene (PCE), trichloroethene (TCE), 1,1,1-trichloroethane (1,1,1-TCA), cis-1,2-dichloroethene (cis-1,2-DCE), and chloroform.

The concrete tanks were cleaned and removed from the Site in late 1988. In addition, PCE-impacted soil from the east drain pit was excavated and disposed of off-site at that time. The east drain pit and the final pond were closed in accordance with plans approved by the USEPA and VADEQ in 1990. A vapor extraction system was also installed in the former drain pit's location following closure to remove residual VOCs in soil. By September 1991, the USEPA concluded that impacts to soil, surface water, and air were minimal and did not require further remedial action, as documented in the September 30, 1991 Site Record of Decision (ROD).

To address groundwater impacts, a groundwater recovery and treatment system began operating in September 1988. The initial system utilized two existing production wells (WS-1 and WS-5) plus three recovery wells (2D, 20D, and 26D) installed during subsurface investigations. The configuration of the recovery and treatment system has been modified multiple times since its initial startup. Furthermore, Advanced Remediation Technologies, LLC (ART) technology has additionally been utilized at the Site, with USEPA approval, since 2008. The ART technology combines in-situ air stripping, air sparging, soil vapor extraction (SVE), enhanced bioremediation/oxidation, and subsurface groundwater circulation. A total of six ART wells (ART-1 through ART-6) have been installed at the Site. Currently, the extracted recovery well water is passed in series through a 60,000-gallon equalization tank, an air stripper, a series of sediment and sand filters, and lastly four 1,000-pound granular activated carbon (GAC) filters to remove VOCs prior to discharge at outfall location Outfall 001. The discharge at Outfall 001 is permitted under Virginia Pollutant Discharge Elimination System (VPDES) Permit No. VA0027065. The groundwater remediation systems are currently operated in accordance with the CMIP, which USEPA has approved.

2.2.3 Risk Exposure Pathways

As noted previously, the primary impacted medium at the Site is groundwater and the primary COCs are chlorinated volatile organic compounds (CVOCs). Since the Site and surrounding area are serviced by private water supply wells, the primary potential risk exposure pathway is ingestion of impacted water. However, the Site's existing potable water supply wells (WS-3 and



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WS-3A) have not contained CVOCs at detectable concentration levels. In addition, GAC filters have been installed to treat these water sources as a conservative, precautionary remedial measure.

Based on current and historical data, the groundwater plume is limited within the Site's boundary. Furthermore, the active groundwater recovery and treatment system serves to limit migration of, and reduce concentrations in, the plume.

The medium of soil was not impacted as documented in an EPA-approved risk assessment, which was documented in the 1991 ROD. In addition, the March 1990 RCRA Facility Investigation (RFI) confirmed that no contaminants existed in surface water, sediments, or air at the Site of regulatory concern. As a result, no remediation of soil, surface water, sediments, or air was required in the ROD.

2.2.4 Cleanup Objectives

As specified in the 1991 ROD, the cleanup objective for the Site is to achieve the Maximum Contaminant Levels (MCLs) in groundwater at interim compliance monitoring points (wells 23D, recovery well 31D, and recovery well WS-4). The goal is to restore groundwater to its beneficial use as a drinking water aquifer.

2.2.5 Substantial Use Restrictions

No explicit substantial use restrictions were specified in the 1991 ROD or the 1992 ACO. However, the 1991 ROD noted that if it was determined "that certain portions of the aquifer cannot be restored to their beneficial use, some or all of the following measures involving long-term management may occur, for an indefinite period of time, as a modification to the existing system". Included on that list was the extension or expansion of institutional controls to restrict access to those portions of the aquifer that remain above remediation goals. Independent of the ROD, Cooper implemented institutional control measures to assist the effectiveness of the Site remedial measures when it sold the property to the current owner, 4F, LLC, in 1999. The current Site ICs include use restrictions, access and additional controls included in the 1999 Deed, and accompanying Access Agreement and Declaration of Restrictions, Covenants and Conditions.

2.2.6 Current and Future Land Use

The Site is currently developed and known as the Earlysville Business Park. Various occupants utilize the Site for light industrial and commercial operations.

The portion of the Site currently developed with buildings (parcel 31-21A) is zoned Light Industrial. This portion of the Site also contains the former source area and highest levels of groundwater VOC impacts. The zoning serves to restrict future residential development of this portion of the

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Site. Furthermore, the Site's IC further prohibits future development of the Site for residential, healthcare, childcare, or school uses (see Section 3.0).

2.3 PROPERTY INFORMATION AND CONTACTS

The Site is currently owned by 4F, LLC. Ownership of the Site was transferred from Cooper Industries, Inc. (now known as Cooper Industries, LLC) to 4F, LLC on April 5, 1999 (see the Deed in Appendix A). Contact information for 4F, LLC is as follows:

Mr. Donnie Foster
4F, LLC
2885 Earlysville Road
Earlysville, VA 22936

Phone: (434)981-1360

Per the 1992 ACO, the Responsible Party (RP) for corrective actions at the Site is Cooper. Contact information for Cooper Industries, LLC is as follows:

Mr. Nelson M. Olavarria, Director, Environmental Assessment and Remediation
Cooper Industries, LLC
600 Travis, Suite 5400
Houston, TX 77002

Phone: (713)209-8850

In order to confirm that there are no additional recorded real property interests associated with the Site that may be affected by the IC, a title search will be conducted as a part of this ICIAP Work Plan. If identified, the impact of the IC on additional recorded interests will be evaluated as part of the ICIAP Work Plan.

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Key Elements of the IC
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3.0 KEY ELEMENTS OF THE IC

USEPA's March 10, 2014 letter states that:

"... [USEPA] has determined that in order to maintain the effectiveness of the remedy at [the Site] it is necessary to implement the following land and resource use restrictions:

1. Ground water at the Facility shall not be used for any purpose other than the operation, maintenance, and monitoring activities required by the Virginia Department of Environmental Quality (VADEQ) and/or EPA, unless it is demonstrated to EPA, in consultation with VADEQ, that such use will not pose a threat to human health or the environment, or adversely affect or interfere with the final remedy and EPA, in consultation with VADEQ, provides prior written approval for such use;
2. The Facility shall not be used in a way that will adversely affect or interfere with the integrity and protectiveness of the final remedy;
3. No new wells shall be installed on Facility property unless it is demonstrated to EPA, in consultation with VADEQ, that such wells are necessary to implement the final remedy and EPA provides prior written approval to install such wells;
4. Owner shall allow the EPA, state, and/or their authorized agents and representatives, access to the Facility property to inspect and evaluate the continued effectiveness of the final remedy; and
5. Owner shall comply with the EPA-approved ground water monitoring program."

Prior to transferring ownership of the Site in 1999 (see the Deed, including Exhibit B - Access Agreement, in Appendix A), Cooper executed a Declaration of Restrictions, Covenants and Conditions (the "Declaration") for the Site, which was incorporated into the Deed. A copy of the Declaration is included in Appendix A. In addition, the Deed included an Access Agreement executed by Cooper and 4F, LLC (see Appendix A). As a part of the ICIAP, documentation of the recordation of the Deed and Declaration with the Clerk of the Circuit Court of Albemarle County will be obtained. This Deed and Declaration serve as the existing IC for the Site.

As detailed below, the USEPA's proposed use restrictions outlined above are largely satisfied by the Site's existing IC, and are further satisfied by the CMIP obligations developed pursuant to the ACO. Each of the USEPA proposed use restrictions listed above is reproduced below, followed (in **bold**) with an explanation as to how it is currently addressed by the existing IC and/or CMIP.

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1. Ground water at the Facility shall not be used for any purpose other than the operation, maintenance, and monitoring activities required by the Virginia Department of Environmental Quality (VADEQ) and/or EPA, unless it is demonstrated to EPA, in consultation with VADEQ, that such use will not pose a threat to human health or the environment, or adversely affect or interfere with the final remedy and EPA, in consultation with VADEQ, provides prior written approval for such use,

Covered in Conditions 1 and 4 of the Declaration of Restrictions, Covenants and Conditions, which is included in Appendix A.

2. The Facility shall not be used in a way that will adversely affect or interfere with the integrity and protectiveness of the final remedy;

Covered in Conditions 1, 2, 3, 4, 5, and 6 of the Declaration of Restrictions, Covenants and Conditions, which is included in Appendix A, and in Exhibit B (Access Agreement) of the Deed, which is also included in Appendix A.

3. No new wells shall be installed on Facility property unless it is demonstrated to EPA, in consultation with VADEQ, that such wells are necessary to implement the final remedy and EPA provides prior written approval to install such wells;

Covered in Condition 1 of the Declaration of Restrictions, Covenants and Conditions, which is included in Appendix A.

4. Owner shall allow the EPA, state, and/or their authorized agents and representatives, access to the Facility property to inspect and evaluate the continued effectiveness of the final remedy; and

Covered in Condition 5 of the Declaration of Restrictions, Covenants and Conditions, which is included in Appendix A, and in Exhibit B (Access Agreement) of the Deed, which is also included in Appendix A.

5. Owner shall comply with the EPA-approved ground water monitoring program.

As documented in the Deed, the Owner has acknowledged Cooper's environmental obligations at the Site and is legally required to provide Cooper with unlimited access to the Property to complete those obligations, including groundwater monitoring, as per Condition 5 of the Declaration of Restrictions, Covenants and Conditions, which is included in Appendix A, and as per Exhibit B (Access Agreement) of the Deed, which is also included in Appendix A. Furthermore, Cooper has explicit, enforceable obligations under the January 23, 1992 Corrective Measures Implementation Order (the "Order"), that requires, among other activities, groundwater monitoring in accordance with an EPA-approved Plan.

Additional details regarding the existing IC at the Site are provided in the sections below.



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Key Elements of the IC
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3.1 GENERAL ELEMENTS

The existing IC at this Site (i.e., the Deed and Declaration) serves as a proprietary control for the Site. The Owner (with Cooper oversight) is responsible for restrictions 1 through 4 shown above as owner by deed of the property and Cooper is responsible for restriction 5 shown above as a party to the Order. Contact information for the Owner and Cooper is provided in Section 2.3.

The existing ICs have been in place since April 5, 1999 and only affect the Site. Further, no additional ICs are planned. Therefore, no public communication of the ICIAP is planned.

Recordation of the 1999 Deed and Declaration with the Clerk of the Circuit Court of Albemarle County has been completed. As noted previously, an official copy of the Deed and Declaration will be obtained from the Clerk of the Circuit Court as a part of this ICIAP Work Plan.

The Declaration is expressly identified in the Deed. A copy of the Declaration is included in Appendix A. The substantive use restrictions specified in the Declaration are listed verbatim below.

1. Wells. No new water wells shall be created, maintained or used on the Property for any purpose except for serving the existing industrial buildings. Prior to digging of using any such new well to serve the existing industrial buildings prior written consent must be obtained from Declarant and all relevant governmental agencies, including, but not limited to, the United States Environmental Protection Agency ("EPA").

No existing well, except those currently providing potable water to the existing industrial buildings on the Property, shall be used as a source of water for any residential dwellings.

2. Health care, childcare, or school uses. Use of the Property for any health care, child care, or school use is prohibited; provided, however, that an outpatient clinic may be operated from an improvement currently existing on the Property. No use of the property for an outpatient clinic shall be made until written approval is obtained from Declarant, which approval shall not be unreasonably withheld.
3. Residential use. No residential dwelling unit shall be constructed on the Property except that single-family residences may be constructed only on that portion of the Property identified on Exhibit A attached hereto if such portion of the Property is zoned for such use and only if (1) Declarant receives written confirmation from the EPA and all other relevant governmental agencies that Declarant has satisfactorily completed its obligations under the Final Administrative Order on Consent dated April 17, 1992 in US EPA Docket No. RCRA-III-058-CA and (2) there are no pending indemnification claims between Declarant and any subsequent owner of the Property or other third party.

Further, no residential use of the Property may be made and no residence may be constructed or built without the prior written approval of the EPA and all other relevant

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Key Elements of the IC
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government agencies and Declarant. Declarant's consent will not be unreasonable withheld.

4. Use of existing potable water system. No use shall be made of the existing potable water system unless the party using such system continues to operate, maintain and monitor the carbon filter treatment system to insure that the industrial buildings are continually provided with water of drinking water quality.
5. Access to Property. Declarant, its experts, consultants, employees and agents shall at all times have unlimited access to the Property and all buildings and improvements located thereon to sample, test, install, operate, repair, replace, monitor, treat and maintain all wells, groundwater, associated piping, groundwater pumping and treatment equipment or other facilities or equipment and do any and all other acts Declarant deems desirable in order to fulfill its environmental obligations.

When Declarant completes its obligations to the EPA and all other relevant governmental agencies, Declarant shall have unlimited access to the Property to abandon, close or remove all property, equipment, piping, systems and materials used in connection with the remediation of the Property.

6. Other development. Except as specifically authorized herein, no persons shall construct any new buildings, expand any existing building, or conduct any other soil excavation activities on the Property without prior written notice to Declarant and prior written consent from Declarant. Declarant's consent shall not be unreasonably withheld.
7. Enforcement. Enforcement of the provisions of this Declaration may be by proceedings at law and/or in equity and injunctive relief may be obtained. Any such action, suit or proceedings may be brought and maintained by Declarant.
8. Severability. Invalidity of any one or more provisions of this Declaration by any court of competent jurisdiction or otherwise shall in no way affect any other provisions which shall remain in full force and effect.
9. Amendment. This Declaration may be amended, modified, or rescinded in whole or in part at any time by a written document signed by the Declarant in its sole discretion and recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia.

The "Property" is defined in the Declaration by a survey plan included as Exhibit A in the Declaration (see Appendix A). The "Property" defined in Exhibit A of the Declaration includes the same ten parcels that define the "Site" in this document. These ten parcels were listed in Section 2.1.

According to the Declaration, "[t]hese covenants, restrictions, easements, conditions, reservations, liens and charges and all other provisions set forth herein shall run with the land and be binding upon any and all parties who have, or shall acquire, any right, title, or interest in all of



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any part of the Property and shall inure to the benefit of the Declarant." As such, the Declaration is designed to be a permanent document.

In addition to providing unlimited access to Cooper to fulfill the environmental obligations Cooper has at this Site under the ACO, the Deed (Exhibit B - Access Agreement) specifies that the Owner "agrees to perform all other acts and to execute all documents required by [Cooper], in [Cooper's] sole discretion, in order to insure access to the Property to [Cooper] so that [Cooper] and its agents may continue to fulfill its environmental obligations."

3.2 ELEMENTS SPECIFIC TO THE INSTRUMENT CATEGORY

As noted in Section 3.1, the existing Deed/Declaration serves as a proprietary control. At the time that the Deed/Declaration was issued, Cooper was both the Declarant and the owner of the Site. Immediately after the Declaration was filed, the Site was transferred from Cooper to the current owner, 4F, LLC. The Deed specified that the property conveyance was subject to the Declaration. The Deed also included an Access Agreement allowing Cooper unlimited access to the Site to fulfill its environmental obligations. Similar to the Declaration, the Access Agreement stated that it shall run with the land.

The Declaration specified that approval from the USEPA must be obtained prior to completing certain actions at the Site (see Section 3.1). The USEPA was not a signing party of the Declaration. No other third parties were signatories of the Declaration. Furthermore, there were no third-party beneficiaries of the right to enforce the Declaration.

3.3 IC RELATIONSHIP MATRIX

An IC currently exists for the Site consisting of the 1999 Deed/Declaration (see Appendix A). Based on the discussion in Section 3.0, additional ICs are not necessary for the Site at this time to meet the USEPA's IC objectives. Therefore, the IC relationship matrix depicted below includes only the 1999 Deed/Declaration (see Appendix A), which was recorded by Cooper as part of the property sale.

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Key Elements of the IC

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Affected Area	Contaminants Remaining	Contaminated Media	Engineering Controls
Entire Site	PCE, TCE, 1,1,1-TCA, cis-1,2-DCE, and chloroform	Groundwater	Groundwater pump and treat system and In-Well ART Technology
Cleanup Objective	Use Restriction/ IC Objective	Conditions for Termination	IC Instrument
Reduce contaminant concentrations to MCLs	Eliminate consumption of contaminated groundwater and allow access to Cooper/Regulators to carry out/monitor CMI Order	Attainment of MCLs	Deed/Declaration of Restrictions, Covenants and Conditions recorded with Albemarle County Circuit Court Clerk (documentation to be obtained)

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Institutional Control Maintenance Elements
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4.0 INSTITUTIONAL CONTROL MAINTENANCE ELEMENTS

Activities proposed to ensure the effective maintenance of the IC at the Site are discussed in the sections below. Cooper, the RP for the Site, is responsible for monitoring the IC. Contact information for Cooper was provided in Section 2.3.

4.1 IC ASSURANCE MONITORING

Cooper is currently responsible for completing semiannual groundwater monitoring at the Site as specified in the ACO and CMIP. The groundwater monitoring program for the Site is completed in accordance with the CMIP and subsequent USEPA-approved revisions to the groundwater monitoring plan and in compliance with the VPDES Permit and VADEQ air emission exemption limits.

The groundwater monitoring program serves to assure that the IC's objective of preventing human consumption of contaminated groundwater is met in three ways. First, the groundwater monitoring program includes the Site's potable water supply well and backup potable water supply well (WS-3 and WS-3A, respectively). Sampling the Site's potable wells serves to confirm that contaminated groundwater is not impacting these wells. Second, the groundwater monitoring program includes sentinel wells at the perimeter of the contaminant plume. Sampling of the sentinel wells serves to confirm that impacted groundwater is not migrating off-site and thus not impacting off-site potable wells. Third, the groundwater monitoring program is used to evaluate the effectiveness of the engineering controls (i.e., the groundwater pump and treat and In-Well ART systems) at achieving the Cleanup Goals specified in the ACO.

In addition to the groundwater monitoring program, Cooper also conducts operation and maintenance (O&M) of the groundwater pump and treat and In-Well ART systems at the Site in accordance with the CMIP. The system O&M serves to ensure that the engineering control remains intact and undamaged.

To further assure that the IC is being maintained, additional monitoring activities will be completed. These monitoring activities will include a site inspection in conjunction with the annual groundwater monitoring and a periodic (biennial) review of property ownership information. The purpose of the site inspection will be to determine if use of the property conforms to the IC restrictions and to identify potential IC deficiencies. During the site inspection, it will be documented whether or not property uses prohibited by the IC are present at the Site. Specifically, the Declaration prohibits use of the former manufacturing Site impacted with VOCs as a healthcare facility, a childcare facility, a school, or a residence. Any other conditions at the Site that would pose a risk of exposure to impacted groundwater or that may interfere with cleanup actions underway at the Site will also be documented. As noted above, the site inspection will occur on an annual basis in conjunction with the annual groundwater monitoring event.

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Institutional Control Maintenance Elements
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The purpose of the property ownership review will be to determine if ownership of the Site has changed and if the IC has appropriately been retained with any property transfers. The property ownership review will involve obtaining current ownership records from the Clerk of the Circuit Court of Albemarle County. The ownership records will be reviewed to determine if the IC has been acknowledged. The ownership review will be completed on a biennial basis.

4.2 REPORTING

Cooper is currently responsible for completing semiannual reporting for groundwater monitoring and treatment system O&M at the Site in accordance with the ACO and CMIP. The additional IC assurance monitoring activities specified in Section 4.1 will be documented within the annual report when conducted. As noted in Section 4.1, information pertinent to the IC to be documented in the reports will include changes in land use, changes in property ownership, evidence that the IC as described herein remains attached to the Deed, and any actions taken, or planned, to address any deficiencies that are identified.

The annual and semiannual reports are submitted to Michael Cramer of the USEPA at the following address:

Mr. Michael P. Cramer, Project Manager
RCRA Operations Branch
U.S. Environmental Protection Agency Region 3
1650 Arch Street MS 3LC20
Philadelphia, PA 19103-2029

5.0 IC ENFORCEMENT ELEMENTS

5.1 ENFORCEMENT ENTITIES AND PROCEDURES

The Declaration states: "Enforcement of the provisions of this Declaration may be by proceedings at law and/or in equity and injunctive relief may be obtained. Any such action, suit or proceedings may be brought and maintained by Declarant." Therefore, as the Declarant, Cooper may enforce the Declaration. Cooper will enforce the Declaration in the event that the conditions of the IC have been violated by the Owner. Upon identifying a violation and enforcing the IC, Cooper will notify the USEPA in writing. With respect to the groundwater monitoring requirements of the ACO and CMIP, USEPA's enforcement powers are specified in the ACO and include stipulated penalties.

6.0 IC MODIFICATION AND TERMINATION ELEMENTS

As part of the biennial IC review, should changes in site conditions warrant modifications to the existing IC, Cooper will provide the basis for such modifications to the USEPA and receive USEPA's approval before making any modification to the existing IC at the Site. In the event that modifications are approved by the USEPA, they will be recorded with the Deed, with proof of that recordation provided to the USEPA in the next groundwater monitoring report.

Consistent with the Declaration, once Cooper has completed its obligations to the USEPA and all other relevant governmental agencies under the ACO, the IC will be terminated. Documentation of this termination will be provided to the USEPA for review and approval.

INSTITUTIONAL CONTROL IMPLEMENTATION AND ASSURANCE PLAN WORK PLAN

Summary

April 24, 2014

7.0 SUMMARY

This ICIAP Work Plan was prepared in response to a letter from the USEPA dated March 10, 2014. Pursuant to USEPA's request to implement and maintain an IC to prevent human consumption of contaminated groundwater at the Site and prevent site use that may interfere with the integrity of the Final Remedy required under the CMIP Order, the tasks listed below will be completed. A proposed schedule from the date the ICIAP Work Plan is approved by USEPA (the "Approval") is provided (in parentheses) following each task.

- Documentation of recordation of the Deed/Declaration, which serves as the existing IC for the Site, will be obtained (90 days from Approval).
- A title search will be completed to confirm that there are no recorded real property interests that may affect the IC (90 days from Approval).
- Monitoring of the IC will be completed through annual site inspections conducted during the groundwater monitoring events (Annually).
- A biennial review of property ownership will be completed to determine if the IC remains attached to the deed (Biennially).
- Reporting on the IC monitoring and property ownership review will be completed with the corresponding annual groundwater monitoring report, which will be provided to Mr. Michael Cramer of the USEPA (Annually).

In addition to the tasks listed above, Cooper is responsible for enforcement, modification, and termination of the existing IC, as applicable.

INSTITUTIONAL CONTROL IMPLEMENTATION AND ASSURANCE PLAN WORK PLAN

Figures

April 24, 2014

FIGURES

Figure 1. Site Location Map



MAP SOURCE:

TOPOZONE.COM

USGS EARLYVILLE [VA] QUAD
1984

38.1428°N, 78.4949°W (NAD83/WGS84)

2000 0 2000



Scale in feet

Stantec Consulting Services Inc.



Stantec

STANTEC LOCATION:
AUBURN, NEW HAMPSHIRE

DATE PREPARED: 1-25-05	DESIGNED BY: DFM	DRAWN BY: TS	CHECKED BY: DFM	REVIEWED BY: CRG
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REVISION DATE: 2-19-14	REVISION NO:	DRAWN BY: JJW	CHECKED BY: CRG	REVIEWED BY: CRG
---------------------------	--------------	------------------	--------------------	---------------------

PROJECT NAME/FILE NAME: COOPER EARLYVILLE/SITE	PROJECT NUMBER/PHASE: 191710003	SCALE: 1:24000
---	------------------------------------	-------------------

DRAWING TITLE:

SITE LOCATION MAP

EARLYVILLE, VIRGINIA

PREPARED FOR:
COOPER INDUSTRIES

FIGURE NO.

1

INSTITUTIONAL CONTROL IMPLEMENTATION AND ASSURANCE PLAN WORK PLAN

APPENDICES

April 24, 2014

APPENDICES

- A. Copy of the 1999 Deed and the Declaration of Restrictions, Covenants and Conditions

This document prepared by Payne and Hodous

April

THIS DEED is made this 5th day of ~~March~~ 1999 by and between Cooper Industries, Inc. ("Grantor") and 4 F. L. L. C., a Virginia limited liability company ("Grantee") whose address is 2885 Earlysville Road, Earlysville, Virginia 22936.

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, the receipt of which is hereby acknowledged, the Grantor does hereby Grant, Bargain, Sell and Convey with SPECIAL WARRANTY OF TITLE unto the Grantee, the following described property located in Albemarle County, Virginia ("Property"). The following Property is sold AS IS, WHERE IS, WITH ALL FAULTS.

PARCEL #1:

All that certain lot or parcel of land lying along State Highway Route #660, 633.32 feet as shown on a plat of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 341, page 372, Lot #C, and extending back from said highway on the southwesterly side along the line of Alvin L. Wood S 17 17; E. to the lands of J. F. Brown, Jr. and wife, Deed Book 370, page 441, 601.26 feet, and on the southeasterly side along the line of the Breeding land to the lands of the aforesaid Brown 528.15 feet. The said parcel of land is the remainder of the land shown as Lot #C on said plat, after the conveyance therefrom of 6 acres, more or less, to James F. Brown, Jr. and wife, Deed Book 370, page 441 and of 3.9 acres, more or less, sold to Edmund E. Garcia, Jr. and wife, Deed Book 343, page 149.

LESS AND EXCEPT, 0.50 acre conveyed to Earlysville Volunteer Fire Co., Incorporated, by deed of Panorama Corporation, dated October 25, 1966, recorded in Deed Book 426, page 450, with plat on page 453.

LESS AND EXCEPT, 0.10 acre conveyed to the Commonwealth of Virginia, by deed from Earlysville Volunteer Fire Company,

Inc. dated June 8, 1973, recorded June 22, 1973, in Deed Book 426, at page 450, with plat on page 453.

LESS AND EXCEPT property conveyed to James F. Brown, Jr., et al, plaintiff, by Order from Arrow-Hart, Inc., defendant, dated July 7, 1972, recorded July 7, 1972 in Deed Book 509, page 587.

PARCEL #2:

All that certain lot or parcel of land near Earlysville, in the Rivanna Magisterial District of Albemarle County, Virginia, containing 0.35 acres, more or less, on the south side of the centerline of State Route 660 and more particularly described by the plat of O. R. Randolph, Engineer, dated November 30, 1961, which is attached to and recorded with the deed in Deed Book 375, page 100, plat on page 102.

LESS AND EXCEPT .08 acre conveyed to Commonwealth of Virginia, by deed from Arrow-Hart, Inc., by deed dated November 9, 1972, recorded on February 8, 1973, in Deed Book 523, page 257.

PARCEL #3:

All that certain lot or parcel of land fronting on the south margin of State Route 660 near Earlysville in Albemarle County, Virginia and described by plat of record in said Clerk's Office in Deed Book 161, page 494, being the same land as conveyed to Panorama Corporation by deed of Magruder Dent, Jr., dated January 8, 1962, recorded in Deed Book 375, page 160, and by deed of Thomas A. Price and Grace H. Price dated March 4, 1965, recorded in Deed Book 406, page 136, and confirmed by decree of the Circuit Court of Albemarle County entered November 9, 1966 and spread in Deed Book 423, page 67.

PARCEL #4:

All that certain tract or parcel of land, in the Rivanna Magisterial District of Albemarle County, Virginia, containing 35.94 acres, more or less, and more particularly described as parcel C on the plat of O. R. Randolph, Engineer, dated January 31, 1962, revised February 9, 1962, which is attached to and recorded with the deed in Deed Book 379, page 220, with plat on page 223, LESS AND

EXCEPT 0.40 acre and 0.43 acre conveyed to Commonwealth of Virginia, by deed from Arrow-Hart Inc., by deed dated November 9, 1972, recorded February 8, 1973 in Deed Book 523, at page 257.

PARCEL #5:

All that certain tract or parcel of land in the Rivanna Magisterial District of Albemarle County, Virginia, containing 4.00 acres, more or less, and more particularly described by plat of O. R. Randolph, Engineer, dated March 24, 1964, which is attached to and recorded with the deed in Deed Book 397, page 433, with plat on page 435.

PARCEL #6:

All that certain lot or parcel of land with improvements thereon, situated near Earlysville, in Albemarle County, Virginia, contained 10.09 acres, more or mess, as shown on a plat of O. R. Randolph, dated September 4, 1964, recorded in Deed Book 402, page 147.

PARCELS 1-6 BEING a portion of the same property conveyed to Murray Manufacturing Corporation, a Connecticut corporation, by deed from Panorama Corporation, a Virginia corporation, dated March 6, 1969, recorded March 12, 1969, in Deed Book 455, page 503, in the Clerk's Office of the Circuit Court of Albemarle County, Virginia. The said Murray Manufacturing Company, a Connecticut corporation, was merged into Arrow-Hart, Inc., a Connecticut corporation, in Deed Book 486, page 239, recorded April 19, 1971. The said Arrow-Hart, Inc. a Connecticut Corporation was merged into Harthind Corporation, a Delaware corporation, in Deed Book 576, page 489, recorded July 7, 1975. The said Harthind Corporation, a Delaware corporation changed its name to Crouse-Hinds Arrow-Hart, Inc., a Delaware corporation, in Deed Book 643, page 538, recorded March 30, 1978. The said Crouse Hinds Arrow-Hart, Inc., a Delaware corporation in July sold all of its assets to Chalok, Inc., a Delaware Corporation, in June 1978, Chalok, Inc., a Delaware corporation, changed its name to Crouse-Hinds Arrow-Hart, Inc., a Delaware corporation in July 1978. Crouse-Hinds Arrow-Hart, a Delaware corporation, was merged into Crouse-Hinds International Industries, Inc., a Delaware corporation on December 20, 1982, recorded in Deed Book 1029, page 14. The said Crouse-Hinds International

Industries, Inc., a Delaware corporation, was merged into Crouse-Hinds Company, a New York corporation, on December 30, 1982, recorded in Deed Book 1029, page 17. The said Crouse-Hinds Company, a New York corporation, was merged into Cooper Industries, Inc., an Ohio corporation on December 31, 1982, recorded in Deed Book 1029, at page 20.

PARCEL #7

All that certain tract or parcel of land near Earlys ville, in the Rivanna Magisterial District of Albemarle County Virginia, containing 38.45 acres, more or less, described by plat recorded with the deed of James B. Murray and wife, dated June 26, 1967 recorded August 23, 1968, in Deed Book 447, page 439, conveying said land to the grantor, together with a non-exclusive easement for ingress and egress over the "Road to Lake" shown upon plat of record in Deed Book 379, page 223, and extending from this land in a northeast direction to State Route 660.

LESS AND EXCEPT 2.26 acres conveyed to Earlys ville Volunteer Fire Company, Inc., a Virginia corporation, conveyed by deed from Cooper Industries, Inc., an Ohio corporation, dated June 7, 1984, recorded September 27, 1984, in Deed Book 815, page 550.

LESS AND EXCEPT 5.00 acres conveyed to Earlys ville Volunteer Fire Company, Inc., a Virginia corporation, conveyed by deed from Cooper Industries, Inc., an Ohio corporation, dated December 1, 1997, recorded December 31, 1997, in Deed Book 1666, at page 71, AND RE-RECORDED February 18, 1998 in Deed Book 1676, at page 33, to include the plat.

BEING the same property conveyed to Murray Manufacturing Corporation, a Connecticut corporation, by deed from Panorama Corporation, a Virginia corporation, dated March 6, 1969, recorded March 12, 1969, in Deed Book 455, page 500, in the Clerk's Office of the Circuit Court, Albemarle County, Virginia. The said Murray Manufacturing Company, a Connecticut corporation, was merged into Arrow-Hart, Inc., a Connecticut corporation, in Deed Book 486, page 239, recorded April 19, 1971. The said Arrow-Hart, Inc., a Connecticut corporation was merged into Harthind Corporation, a Delaware corporation, in Deed Book 576, page 489, recorded July 7, 1975. The said Harthind Corporation, a Delaware corporation, changed its name to Arrow-Hart, Inc., a Delaware Corporation, in May 1975. Arrow-Hart, Inc., a Delaware

corporation, changed its name to Crouse-Hind Arrow-Hart, Inc., a Delaware corporation, in Deed Book 643, page 538, recorded on March 30, 1978. The said Crouse-Hind Arrow-Hart, Inc., a Delaware corporation in July sold all of its assets to Chalok, Inc., a Delaware corporation. In June 1978, Chalok, Inc., a Delaware corporation changed its name to Crouse-Hind Arrow-Hart, Inc., a Delaware Corporation in July 1978. Crouse-Hind Arrow-Hart, Inc., was merged into Crouse-Hinds International Industries, Inc., on December 20, 1982. The said Crouse-Hinds International Industries, Inc. was merged into Crouse-Hinds Company, a New York corporation, on December 30, 1982. The said Crouse-Hinds Company was merged into Cooper Industries, Inc., an Ohio corporation on December 31, 1982.

PARCEL #8

All that certain lot or parcel of land in the Rivanna Magisterial District of Albemarle County, Virginia, near Earlysville, containing 0.50 acre, and more particularly described by plat of B. Aubrey Huffman, Engineer, in association with Will W. Radabush, Jr., C. L. S., dated September, 1966, and recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 426, page 452.

BEING the same property conveyed to Cooper Industries, Inc., an Ohio corporation, by deed from Earlysville Volunteer Fire Company, Inc., a Virginia corporation, dated June 7, 1984, recorded June 28, 1984, in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 805, in Page 141.

PARCEL #9

All that certain lot or parcel of land, together with all the improvements thereon, and all rights, privileges, appurtenances, easements and rights of way thereunto belonging or in anywise appertaining, lying and being in the Rivanna Magisterial District of Albemarle County, Virginia on the south side of the road formerly known as "Will Wood Road", now State Route No. 660, and containing .607 acres, more or less, as shown on a plat of survey made by R. O. Snow, C. L. S., dated March 15, 1971, and recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 499, page 229.

LESS AND EXCEPT a parcel conveyed to the Commonwealth of Virginia for improving Route 660, as described in the instrument recorded in Deed Book 531, at page 126.

AND BEING the identical real estate conveyed to the GRANTORS herein by deed dated, OCTOBER 3, 1996, from RUBY E. BIRKHEAD, and recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1568, at Page 001. Reference is made to said Deed for further description and derivation of title.

ALL OF THE ABOVE property is shown on a survey entitled "Property of Cooper Industries located on State Route 660 near Earlysville Albemarle County Virginia" dated March 3, 1999, prepared by C. Steve Garrett, P.L.S. which is attached hereto as Exhibit A and to which reference is hereby made for a more particular description of the property.

The Grantor reserves the right to unlimited access to the Property for the purpose of completing the Grantor's obligations to environmental agencies concerning the environmental condition of the Property and all well water, surface water, groundwater, and soil located thereon as more fully set forth in that certain Access Agreement of even date herewith attached hereto as Exhibit B and incorporated herein by this reference. This conveyance is expressly subject to the terms set forth in Exhibit B.

This conveyance is also subject to those certain land use restriction, easements, covenants, conditions, reservations, liens and charges set forth in the Declaration of Restrictions, Covenants and Conditions of record in the Clerk's Office of the Circuit Court of Albemarle County filed immediately prior hereto and to any and all easements, restrictions, reservations and conditions contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the above-described Property which have not expired by a time limitation contained therein or which have not otherwise become ineffective.

WITNESS the following signatures:

Cooper Industries, Inc.

By: [Signature]
H. John Riley, Jr.
President and CEO

By: [Signature]
D. Bradley McWilliams
Senior Vice President and CFO
Chief Financial Officer

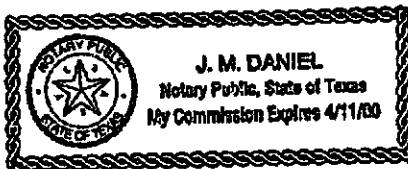
State of Texas

County of Harris, to wit:

The foregoing Deed was acknowledged before me this 5th day of ~~March~~ ^{April}, 1999 by D. Bradley McWilliams and H. John Riley, Jr. on behalf of Cooper Industries, Inc.

[Signature]
Notary Public
J. M. Daniel

My Commission Expires: 4/11/00



UNLIMITED AND ESSENTIALS OTHER THAN THOSE SHOWN MAY EXIST.

THIS PLAY WAS PREPARED FOR:
 COOPER INDUSTRIES

Exhibit A

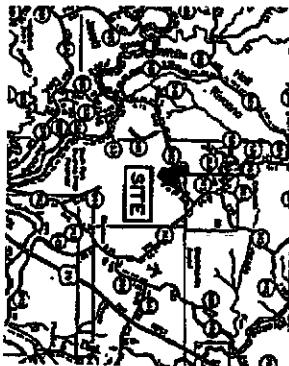
COOPER INDUSTRIES PARCELS

1. This assignment, hereby made by Cooper Industries Inc. to the part of survey is based on a survey made by the Surveying and Mapping, Inc. on March 5, 1988 and is subject to any corrections shown the location of the survey line. The survey line that was based on the previous line described above that was based on the known, there are no visible elements of right-of-way, easement, or ownership of right-of-way of which the underlined has been cutback, or party walls or encroachments upon adjoining premises, streets or alleys or any of said buildings, structures or other improvements or easements of any kind, having growth, or encroachments or any other thing that may be visible therein described. I further certify that the survey line is correct and that there is no dispute and agrees to and from the property.

DATED: 3-11-88

[Signature]

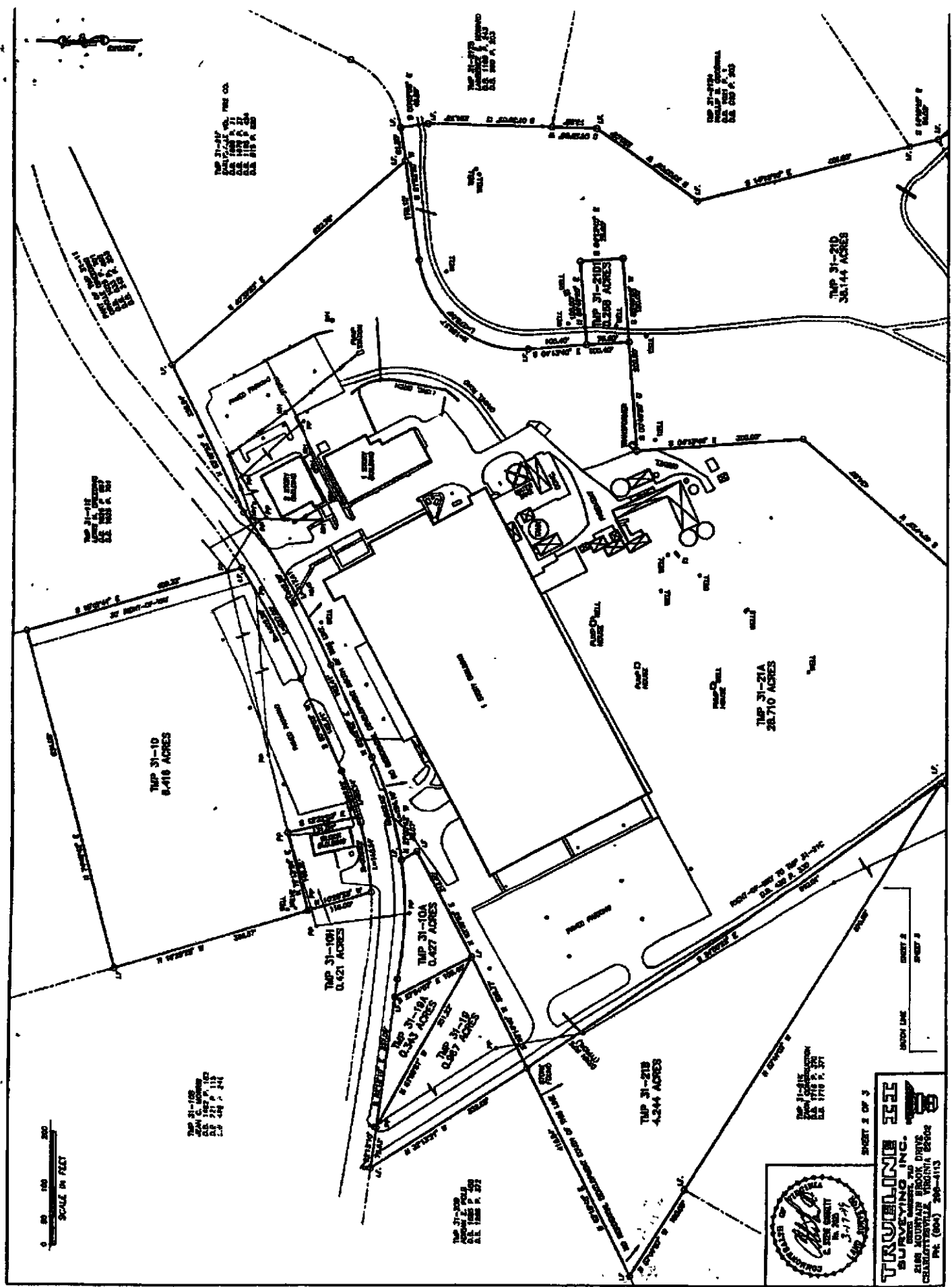
2. Above Survey P.L. 1988

[illegible]

SHEET 1 OF 3

TRUDLINE
SURVEYING INC.
2105 MOUNTAIN BROOK DRIVE
CHARLOTTEVILLE VIRGINIA 22002
Pc: (804) 286-4113

PLAT SHOWING
ALTA SURVEY OF
PROPERTY OF COOPER INDUSTRIES
LOCATED ON STATE ROUTE 660
NEAR EARLYSVILLE
ALBEMARLE COUNTY, VIRGINIA
MARCH 3, 1999



TRUELINE III
SURVEYING INC.
2100 ROUTE 100, SUITE 100
CLARKSTON, ALABAMA 36015
TEL. (205) 298-1113

SHEET 2 OF 3

SHEET 2
SHEET 3

Exhibit B

ACCESS AGREEMENT

THIS ACCESS AGREEMENT is made and entered into this 5th day of ~~March~~^{April}, 1999 by and between Cooper Industries, Inc., an Ohio Corporation ("Seller") and 4 F, L.L.C., a Virginia limited liability company and Donald W. Foster (collectively referred to herein as "Purchaser").

WITNESSETH:

WHEREAS, Seller and Donald W. Foster entered into an Earnest Money Contract ("Contract") dated January 14, 1999 for the purchase and sale of Seller's property located on State Route 660 near Earlysville in Albemarle County, Virginia ("Property"), and

WHEREAS, Purchaser acknowledges that Seller has certain obligations to environmental agencies to continue to monitor and take other actions concerning the environmental condition of the Property and all wells, groundwater, surface water and soils located thereon and desires to grant Seller unlimited access to the Property for this purpose, and

WHEREAS, Seller desires to fulfill its environmental obligations concerning said Property and desires to have unlimited access to the Property for this purpose.

WHEREAS, Donald W. Foster with permission of Seller has assigned his rights, duties and obligations in the Contract to 4 F, L.L.C.

NOW THEREFORE, in consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Access. Purchaser agrees and hereby covenants to provide Seller, its agents, employees, experts or consultants unlimited access to the Property and all buildings and improvements located thereon to sample, test, install, operate, repair, replace, monitor, treat or maintain all wells, groundwater, surfacewater, soils, associated piping, tanks, groundwater pumping and treatment equipment or other facilities or equipment and do any and all other acts as Seller deems desirable in order to fulfill its environmental obligations.

2. Binding effect. This agreement and the covenants contained herein shall run with the land and shall be binding on the Purchaser, its successors and assigns.

3. Survival. The terms of this Access Agreement shall survive closing.

4. Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the Commonwealth of Virginia.

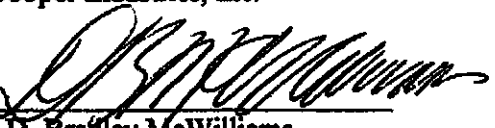
5. Other acts. Purchaser agrees to perform all other acts and to execute all documents required by Seller, in Seller's sole discretion, in order to insure access to the Property to Seller so that Seller and its agents may continue to fulfill its environmental obligations.

6. Default. In the event Purchaser defaults or threatens to default in the performance of any term of this agreement or fails to perform any covenant in this agreement, the parties hereto agree that Seller would suffer irreparable harm and that damages alone will be inadequate to protect Seller and, therefore, that Seller shall be entitled to injunctive relief against Purchaser to prevent or cure the breach of any provision of this agreement. It is further agreed that the foregoing remedy is not exclusive and shall be in addition to any other remedies available to Seller at law or in equity.

7. Attorney's fees. If Purchaser breaches this agreement and Seller employs an attorney to enforce the terms of this agreement, Purchaser agrees to pay all of Seller's costs and fees, including attorneys' fees, incurred in seeking enforcement of this agreement.

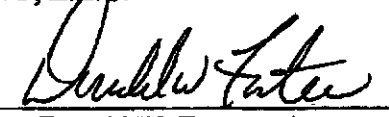
IN WITNESS WHEREOF, this Access Agreement has been executed as of the day and year first above written.

Cooper Industries, Inc.

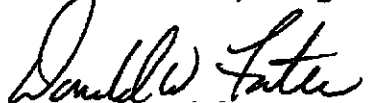
By: 

D. Brattle McWilliams
Senior Vice President and CFO

4 F, L.L.C.

By: 

Donald W. Foster, Manager



Donald W. Foster

Commonwealth of Virginia

County of ALBEMARLE, to wit:

The foregoing Access Agreement was signed and acknowledged before me this 5th day of ~~March~~ ^{APRIL} 1999 by Donald W. Foster, manager of 4 F. L. L. C., a Virginia limited liability company.

My Commission Expires: 7-31-2000

[Signature]
Notary Public

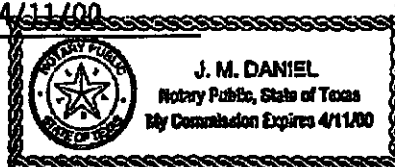
State of Texas

County of Harris, to wit:

The foregoing Access Agreement was signed and acknowledged before me this 5th day of ~~March~~ ^{April} 1999 by D. Bradley McWilliams on behalf of Cooper Industries, Inc.

My Commission Expires: 4/11/00

[Signature]
Notary Public
M. Daniel



Commonwealth of Virginia

County of ALBEMARLE, to wit:

The foregoing Access Agreement was signed and acknowledged before me this 5th day of ~~March~~ ^{APRIL} 1999 by Donald W. Foster.

My Commission Expire: 7-31-2000

[Signature]
Notary Public

**DECLARATION OF RESTRICTIONS,
COVENANTS AND CONDITIONS**

THIS DECLARATION is made this 5th day of ^{April}~~March~~, 1999 by Cooper Industries, Inc., an Ohio Corporation, hereinafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property situated near Earlysville in the County of Albemarle, Virginia, containing 90 acres, more or less, described with more particularity on the plat attached hereto as Exhibit A ("Property"), and

WHEREAS, Declarant desires to subject the Property to the covenants, restrictions, easements, conditions, reservations, liens and charges set forth below.

NOW THEREFORE, Declarant hereby declares that the Property shall be held, transferred, sold, used, conveyed and occupied subject to the covenants, restrictions, easements, conditions, reservations, liens and charges set forth herein, and any amendments hereto.

These covenants, restrictions, easements, conditions, reservations, liens and charges and all other provisions set forth herein shall run with the land and be binding upon any and all parties who have, or shall acquire, any right, title, or interest in all of any part of the Property and shall inure to the benefit of the Declarant.

**RESTRICTIONS, EASEMENTS, CONDITIONS
RESERVATIONS, LIENS AND COVENANTS**

The following restrictions, conditions, easements, reservations, liens and covenants are hereby imposed on uses of the Property:

1. Wells. No new water wells shall be created, maintained or used on the Property for any purpose except for serving the existing industrial buildings. Prior to digging or using any such new well to serve the existing industrial buildings prior written consent must be obtained from Declarant and all relevant governmental agencies, including, but not limited to, the United States Environmental Protection Agency ("EPA").

No existing well, except those currently providing potable water to the existing industrial buildings on the Property, shall be used as a source of water for any residential dwellings.

2. Health care, childcare, or school uses. Use of the Property for any health care, child care, or school uses is prohibited; provided, however, that an outpatient clinic may be operated from an improvement currently existing on the Property. No use of the property for an outpatient clinic shall be made until written approval is obtained from Declarant, which approval shall not be unreasonably withheld.

3. Residential use. No residential dwelling unit shall be constructed on the Property except that single-family residences may be constructed only on that portion of the Property identified on Exhibit A attached hereto if such portion of the Property is zoned for such use and only if (1) Declarant receives written confirmation from the EPA and all other relevant governmental agencies that Declarant has satisfactorily completed its obligations under the Final

Administrative Order on Consent dated April 17, 1992 in U. S. EPA Docket No. RCRA-111-058-CA and (2) there are no pending indemnification claims between Declarant and any subsequent owner of the Property or other third party.

Further, no residential use of the Property may be made and no residence may be constructed or built without the prior written approval of the EPA and all other relevant governmental agencies and Declarant. Declarant's consent will not be unreasonably withheld.

4. Use of existing potable water system. No use shall be made of the existing potable water system unless the party using such system continues to operate, maintain and monitor the carbon filter treatment system to insure that the industrial buildings are continually provided with water of drinking water quality.

5. Access to Property. Declarant, its experts, consultants, employees and agents shall at all times have unlimited access to the Property and all buildings and improvements located thereon to sample, test, install, operate, repair, replace, monitor, treat and maintain all wells, groundwater, associated piping, groundwater pumping and treatment equipment or other facilities or equipment and do any and all other acts Declarant deems desirable in order to fulfill its environmental obligations.

When Declarant completes its obligations to the EPA and all other relevant governmental agencies, Declarant shall have unlimited access to the Property to abandon, close or remove all property, equipment, piping, systems and materials used in connection with the remediation of the Property.

6. Other Development. Except as specifically authorized herein, no persons shall construct any new buildings, expand any existing building, or conduct any other soil excavation activities on the Property without prior written notice to Declarant and prior written consent from Declarant. Declarant's consent shall not be unreasonably withheld.

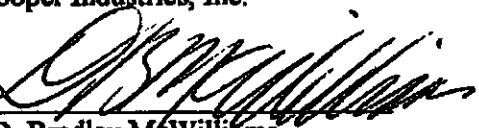
7. Enforcement. Enforcement of the provisions of this Declaration may be by proceedings at law and/or in equity and injunctive relief may be obtained. Any such action, suit or proceedings may be brought and maintained by Declarant.

8. Severability. Invalidation of any one or more provisions of this Declaration by any court of competent jurisdiction or otherwise shall in no way affect any other provisions which shall remain in full force and effect.

9. Amendment. This Declaration may be amended, modified or rescinded in whole or in part at any time by a written document signed by the Declarant in its sole discretion and recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia.

WITNESS the following signature:

Cooper Industries, Inc.

By: 

D. Bradley McWilliams
Senior Vice President and CFO

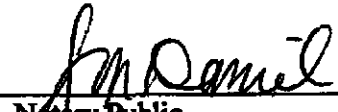
State of Texas

County of Harris, to wit:

April

The foregoing Declaration was acknowledged before me this 5th day of ~~March~~ April, 1999 by

D. Bradley McWilliams on behalf of Cooper Industries, Inc.



Notary Public

J. M. Daniel

My Commission Expires: 4/11/00



THIS IS TO CERTIFY THAT ON MARCH 3, 1999, I SURVEYED THE PROPERTY SHOWN ON THIS PLAT AND THE TITLE LINES AND WALLS OF THE BUILDING ARE SHOWN HEREON. THE PROPERTY LIES IN ZONE C AND DOES NOT HAVE A FLOOD HAZARD AS SHOWN ON THE FLOOD HAZARD INSURANCE MAPS ON EFFECTIVE DATE: DECEMBER 18, 1992.

LOCUSES AND EASEMENTS OTHER THAN THOSE SHOWN MAY EXIST.
THIS PLAT WAS PREPARED FOR:
COOPER INDUSTRIES

CERTIFICATE
I, the undersigned, hereby certify to Cooper Industries that the plat of survey is based on a survey made by the firm of J. H. HARRIS, INC. on March 3, 1999 and that the same is a true and correct representation of the land shown thereon. I am a duly licensed Professional Engineer in the State of Virginia and am duly qualified to make and certify the same. I further certify that the property shown on this plat is not subject to any lien or other claim of any kind or character.

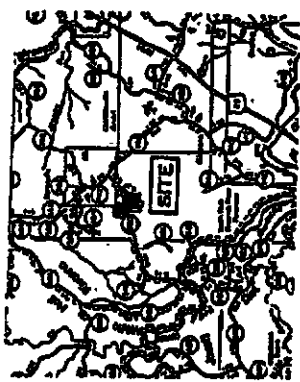
DATE: 3-17-99
C. Steve Carroll P.E. #5025



SHEET 1 OF 3

TRUENLINE 555
SURVEYING, INC.
1895 MOUNTAIN BRIDGE DRIVE
CHARLOTTESVILLE, VIRGINIA 22902
PH (804) 290-4113

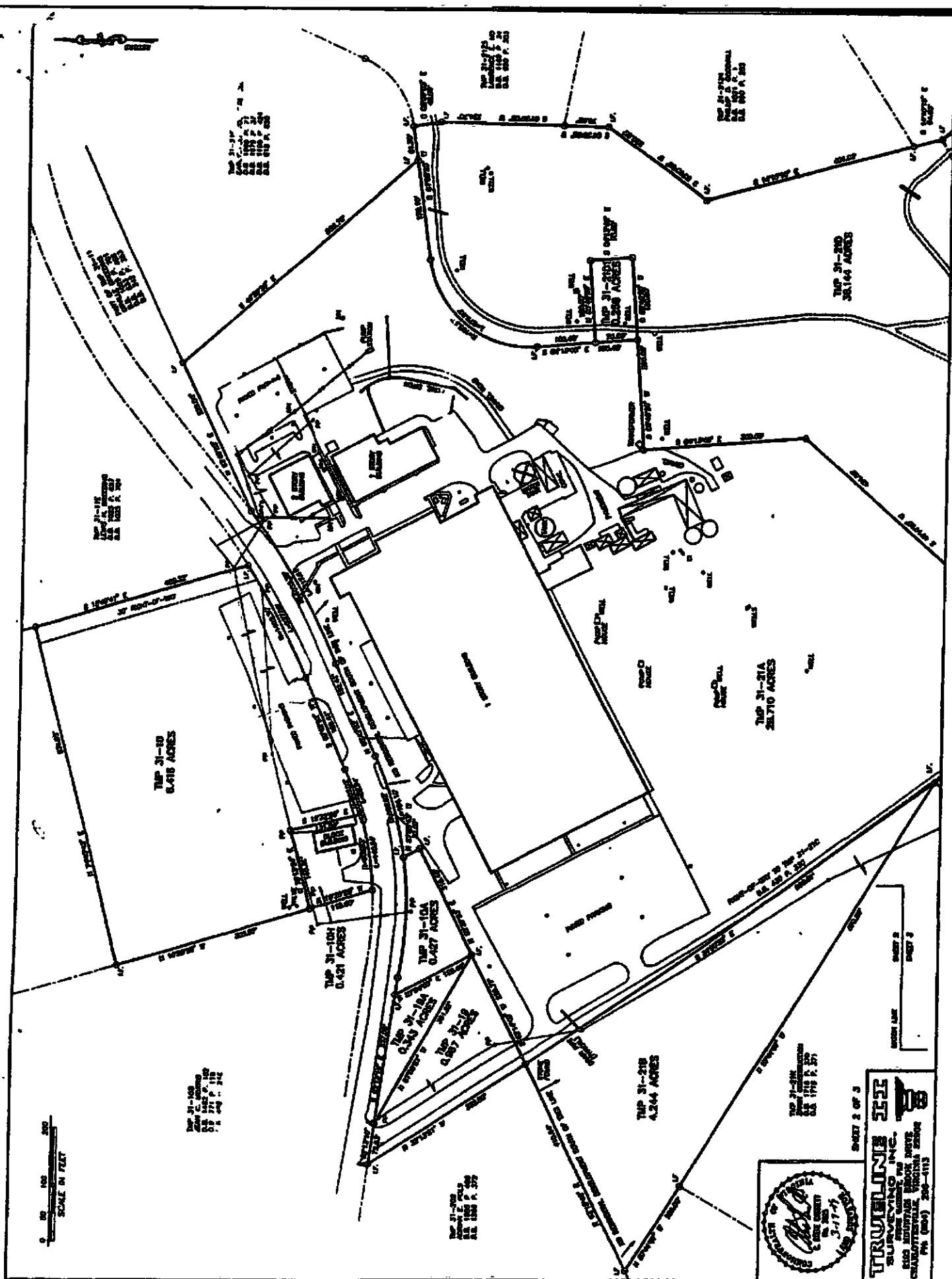
Exhibit A



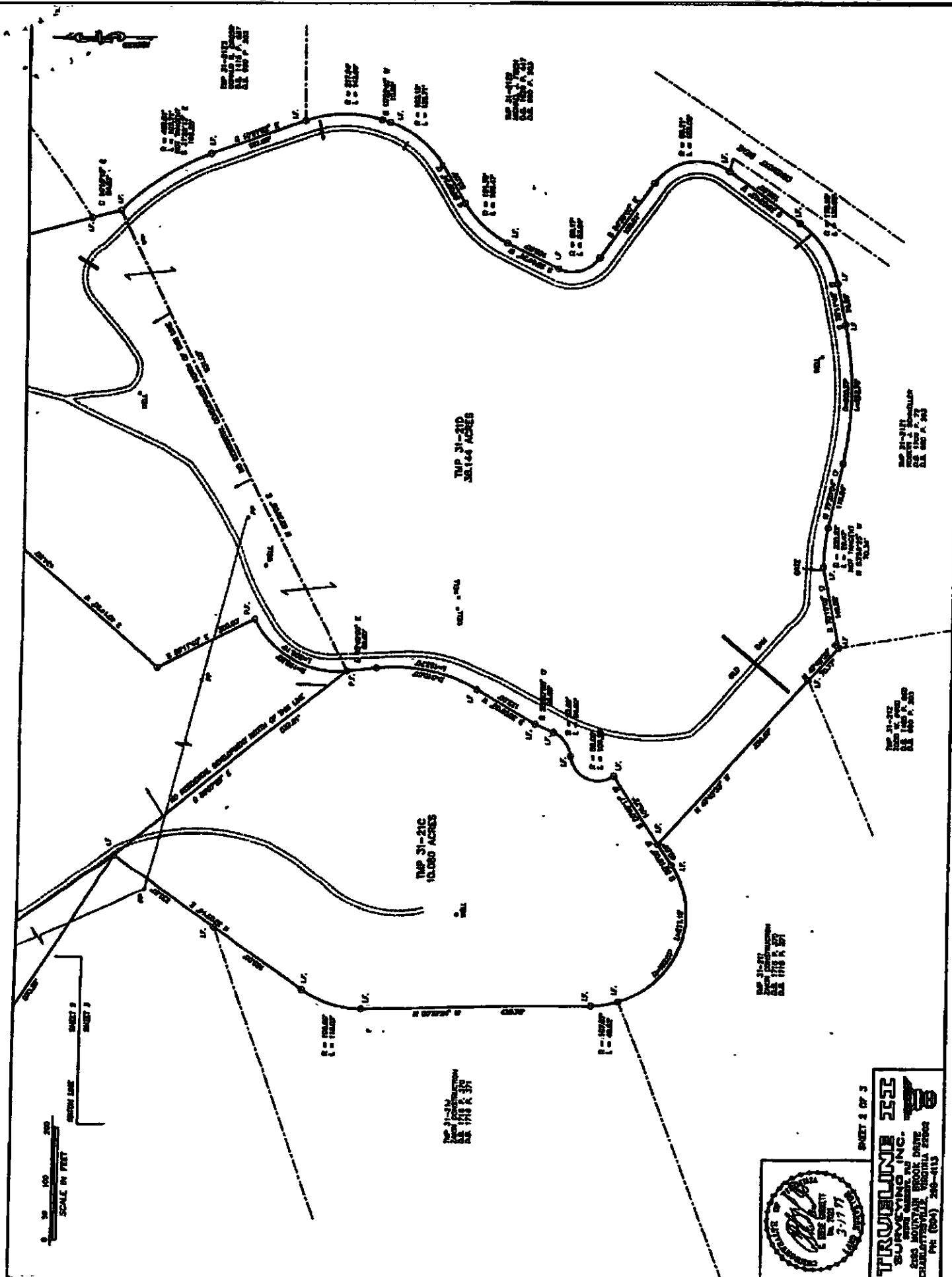
COOPER INDUSTRIES PARCELS

- TWP 31-10
O.R. 643 P. 630
O.R. 620 P. 637
O.R. 488 P. 603
O.R. 541 P. 573
- TWP 31-10
O.R. 1508 P. 1
O.R. 418 P. 591
O.R. 488 P. 579
- TWP 31-10
O.R. 805 P. 141
O.R. 488 P. 490-489
- TWP 31-10
O.R. 643 P. 630
O.R. 488 P. 603
O.R. 181 P. 494
- TWP 31-10
O.R. 643 P. 630
O.R. 488 P. 479
- TWP 31-10
O.R. 1878 P. 37
O.R. 1878 P. 70
O.R. 1878 P. 103
O.R. 488 P. 579
- TWP 31-10
O.R. 643 P. 630
O.R. 488 P. 603
O.R. 597 P. 435
- TWP 31-10
O.R. 643 P. 630
O.R. 488 P. 603
O.R. 488 P. 147
- TWP 31-10
O.R. 1508 P. 1
O.R. 488 P. 579
O.R. 488 P. 579
O.R. 488 P. 579

PLAT SHOWING
ALTA SURVEY OF
PROPERTY OF COOPER INDUSTRIES
LOCATED ON STATE ROUTE 660
NEAR EARLYSVILLE
ALBEMARLE COUNTY, VIRGINIA
MARCH 3, 1999



SHEET 2 OF 3
TRUENING
 ENGINEERS & ARCHITECTS
 1500 N. 1ST ST.
 SUITE 100
 CHAMBERSBURG, VIRGINIA 22022
 PH (800) 200-4113



SCALE IN FEET
0 50 100 200
SECTION LINE
SHEET 2
SHEET 3

TWP 31-21C
10,080 ACRES

TWP 31-21D
32,144 ACRES



SHEET 2 OF 3

TRIMLINE 
SURVEYING INC.
200 MOUNTAIN BROOK DRIVE
CHARLOTTEVILLE, VIRGINIA 22002
PH (804) 286-1115