GIS REGISTRY INFORMATION

SITE NAME: Cooper Power Systems

BRRTS #: 02-68-390540 **FID # (if appropriate):** 2680888810

COMMERCE # (if appropriate): 03-68-002067

CLOSURE DATE: 5-20-05

STREET ADDRESS: 1900 E. North Street

CITY: Waukesha

SOURCE PROPERTY GPS COORDINATES (meters in WTM91 projection): X= 664893 Y= 285335

CONTAMINATED MEDIA: Groundwater ☐ Soil ☐ Both ☑

OFF-SOURCE GW CONTAMINATION >ES: ☐ Yes ☑ No

IF YES, STREET ADDRESS 1:

GPS COORDINATES (meters in WTM91 projection): X= Y=

OFF-SOURCE SOIL CONTAMINATION >Generic or Site-Specific RCL (SSRCL): ☐ Yes ☑ No

IF YES, STREET ADDRESS 1:

GPS COORDINATES (meters in WTM91 projection): X= Y=

CONTAMINATION IN RIGHT OF WAY: ☑ Yes ☐ No

DOCUMENTS NEEDED:

Closure Letter, and any conditional closure letter issued ☑

Copy of most recent deed, including legal description, for all affected properties ☑

Certified survey map or relevant portion of the recorded plat map (*if referenced in the legal description*) for all affected properties ☑

County Parcel ID number, *if used for county*, for all affected properties ☑

Location Map which outlines all properties within contaminated site boundaries on USGS topographic map or plat map in sufficient detail to permit the parcels to be located easily (8.5x14" if paper copy). If groundwater standards are exceeded, the map must also include the location of all municipal and potable wells within 1200' of the site. ☑

Detailed Site Map(s) for all affected properties, showing buildings, roads, property boundaries, contaminant sources, utility lines, monitoring wells and potable wells. (8.5x14", if paper copy) This map shall also show the location of all contaminated public streets, highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding ch. NR 140 ESs and soil contamination exceeding ch. NR 720 generic or SSRCLs. ☑

Tables of Latest Groundwater Analytical Results (no shading or cross-hatching) ☑

Tables of Latest Soil Analytical Results (no shading or cross-hatching) ☑

Isoconcentration map(s), *if required for site investigation (SI)* (8.5x14" if paper copy). The isoconcentration map should have flow direction and extent of groundwater contamination defined. **If not available, include the latest extent of contaminant plume map.** NA

GW: Table of water level elevations, with sampling dates, and free product noted if present ☑

GW: Latest groundwater flow direction/monitoring well location map (should be 2 maps if maximum variation in flow direction is greater than 20 degrees) ☑

SOIL: Latest horizontal extent of contamination exceeding generic or SSRCLs, with one contour ☑

Geologic cross-sections, *if required for SI.* (8.5x14' if paper copy) ☑

RP certified statement that legal descriptions are complete and accurate ☑

Copies of off-source notification letters (if applicable) NA

Letter informing ROW owner of residual contamination (if applicable)(public, highway or railroad ROW) ☑

Copy of (soil or land use) deed restriction(s) or deed notice *if any required as a condition of closure* ☑

State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Scott Hassett, Secretary
Gloria L. McCutcheon, Regional Director

Waukesha Service Center
141 NW Barstow St.
Room 180
Waukesha, Wisconsin 53188
Telephone 262-574-2100
FAX 262-574-2117

May 20, 2005

Mr. Ralph Schwartz
Cooper Power Systems
1900 E. North Street
Waukesha, WI 53188

FID# 268088810
BRRTS# 02-68-390540
BRRTS# 03-68-002067

Subject: Final Case Closure for Cooper Power Systems, 1900 E. North Street, Waukesha

Dear Mr. Schwartz:

On October 26, 2004, the Wisconsin Department of Natural Resources (Department) notified you that conditional closure was granted to this case. These conditions were the filing of a deed restriction, well abandonment, waste disposal and right-of-way notification. On May 20, 2005, the Department received correspondence indicating that you have complied with the conditions of closure. Based on the correspondence and data provided, it appears that your case has been remediated to Department standards in accordance with s. NR 726.05, Wis. Adm. Code. The Department considers this case closed and no further investigation, remediation or other action is required at this time.

Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites. Information that was submitted with your closure request application will be included on the registry. To review the sites on the GIS Registry web page, visit http://gomapout.dnr.state.wi.us/org/at/et/geo/gwur/index.htm If your property is listed on the GIS Registry due to groundwater contamination exceeding ch. NR 140 standards at the time of closure, and you intend to construct or reconstruct a well, you will need Department approval. Department approval is required before construction or reconstruction of a well on a property listed on the GIS Registry, in accordance with s. NR 812.09(4)(w). To obtain approval, Form 3300-254 needs to be completed and submitted to the DNR Drinking and Groundwater program's regional water supply specialist. This form can be obtained on-line at the web address listed above.

If there is equipment purchased with PECFA funds remaining at the site, contact the Commerce PECFA Program to determine the method for salvaging the equipment.

Please be aware that the case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code, if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, or welfare or to the environment.

We appreciate your efforts to restore the environment at this site. If you have any questions regarding this letter, please contact me at (262) 574-2140.

Sincerely,

Brenda H. Boyce, P.G.
Hydrogeologist
Bureau for Remediation & Redevelopment

c: Heidi Yantz – Geotrans, Inc.

WISCONSIN
DEPT. OF NATURAL RESOURCES

State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Scott Hassett, Secretary
Gloria L. McCutcheon, Regional Director

Waukesha Service Center
141 NW Barstow St.
Room 180
Waukesha, Wisconsin 53188
Telephone 262-574-2100
FAX 262-574-2117

October 26, 2004

Mr. Ralph Schwartz
Cooper Power Systems
1900 E. North Street
Waukesha, WI 53188

FID# 268088810
BRRTS# 02-68-390540
BRRTS# 03-68-002067

Subject: Conditional Case Closure for Cooper Power Systems, 1900 E. North Street, Waukesha

Dear Mr. Schwartz:

On August 27, 2004, the Wisconsin Department of Natural Resources (Department) received additional information pertaining to the closure of the above-referenced site. After careful review of the information, the Department has determined that the petroleum contamination on the site from the former underground storage tank (UST) and aboveground storage tank (AST) systems appears to have been investigated and remediated to the extent practicable under site conditions. Your case has been remediated to Department standards in accordance with s. NR 726.05, Wis. Adm. Code and will be closed if the following conditions are satisfied:

1. The monitoring wells and extraction wells at the site must be properly abandoned in compliance with ch. NR 141, Wis. Adm.. Documentation of well abandonment must be submitted to Ms. Victoria Stovall on Form 3300-5B found at http://www.dnr.state.wi.us/org/water/dwg/gw/ or provided by the Department of Natural Resources.

2. Any remaining waste (soil piles, purge water or drilling spoil) generated as part of site investigation or remediation activities must be removed from the site and disposed of or treated in accordance with Department of Natural Resources' rules. Please send a letter advising me that any remaining waste and/or soil piles have been removed once that work is completed.

3. The Department is requiring a deed restriction be signed and recorded to address the issue of the remaining soil contamination associated with the site. The purpose of the restriction is to maintain a surface barrier over the remaining soil contamination to prevent it from impacting human health and the environment, and require that the owner of the property investigate the degree and extent of residual contamination that is currently inaccessible, if structural impediments that currently exist on the property are removed. If soil is excavated in the future, the property owner at that time will be required to sample and analyze the excavated soil in order to determine whether the contamination still remains. The owner will also have to properly store, treat, or dispose of any excavated materials, based upon the results of that characterization, and take special precautions during excavation activities to prevent a direct contact threat to humans. The purpose of the notice is to notify all future owners that excavation of the contaminated soil may pose an inhalation or other direct contact hazard at the time of excavation.

The Department is in receipt of the draft deed and engineered barrier maintenance plan. After the Department of Natural Resources has reviewed the draft documents for completeness, you should sign it if you own the property, or have the appropriate property owner sign it, and have it recorded by the Waukesha County Register of Deeds. Then you must submit a copy of the recorded document, with the recording information stamped on it, to me. Please be aware that if a deed restriction is recorded for the wrong property because of an inaccurate legal description that you have provided, you will be responsible for recording corrected documents at the Register of Deeds Office to correct the problem.

4. There is residual groundwater contamination in a public street or highway right-of-way. Section NR 726.05(2)(b)4, Wis. Adm. Code, requires you to provide written notification of the presence of residual soil and/or groundwater contamination to the clerk of the town and county or municipality where the right-of-way is located and to the municipal department or state agency that maintains the right-of-way. Please provide me with a copy of the written notification.

When the above conditions have been satisfied, please submit a letter to let me know that applicable conditions have been met, and your case will be closed. Your site will be listed on the DNR Remediation and Redevelopment GIS Registry of Closed Remediation Sites. Information that was submitted with your closure request application will be included on the registry. To review the sites on the GIS Registry web page, visit http://gomapout.dnr.state.wi.us/org/at/et/geo/gwur/index.htm]

If this is a PECFA site, section 101.143, Wis. Stats., requires that PECFA claimants seeking reimbursement of interest costs, for sites with petroleum contamination, submit a final reimbursement claim within 120 days after they receive a closure letter on their site. For claims not received by the PECFA Program within 120 days of the date of this letter, interest costs after 60 days of the date of this letter will not be eligible for PECFA reimbursement.

Please be aware that the case may be reopened pursuant to s. NR 726.09, Wis. Adm. Code, if additional information regarding site conditions indicates that contamination on or from the site poses a threat to public health, safety, or welfare or to the environment.

We appreciate your efforts to restore the environment at this site. If you have any questions regarding this letter, please contact me at (262) 574-2140.

Sincerely,

Brenda H. Boyce

Brenda H. Boyce, P.G.
Hydrogeologist
Bureau for Remediation & Redevelopment

c: Heidi Yantz – Geotrans, Inc.

DOCUMENT NO.

698804

WARRANTY DEED TO CORPORATION
STATE OF WISCONSIN—FORM 4

THIS SPACE RESERVED FOR RECORDING DATA

TAX KEY NO.

RETURN TO

THIS INDENTURE, Made this 31st day of October, A. D. 19 67, between Joseph R. Himden and Kay F. Himden, his wife

part ies of the first part, and R T E Corporation, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Waukesha, Wisconsin, party of the second part, **Witnesseth,** That the said part ies of the first part, for and in consideration of the sum of One ($1.00) Dollar and other good and valuable consideration, to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, ha ve given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate, situated in the County of Waukesha and State of Wisconsin, to-wit:

All that part of Lot 17, Gascoigne Addition, City of Waukesha, bounded and described as follows: Beginning at the Southeast corner of said Lot 17; thence West on the South line of said Lot 17, 15 feet; thence North 16° 42' East, 52.20 feet to a point on the East line of said Lot 17; thence South along the East line of said Lot 17, 50 feet to the point of beginning.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part ies of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its successors and assigns FOREVER.

And the said Joseph R. Himden and Kay F. Himden, his wife, part ies of the first part, for themselves, their heirs, executors and administrators, do covenant, grant, bargain, and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, except easements, liens and encumbrances of record, building codes, zoning ordinances and other laws, rules or regulations, which may relate to said described premises, and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, they will forever WARRANT AND DEFEND.

In Witness Whereof, the said part ies of the first part ha ve hereunto set their hands and seals this 31st day of October, A. D., 19 67.

SIGNED AND SEALED IN PRESENCE OF

Jean Kitzrow
Jean Kitzrow

Edna D. Weiss
Edna D. Weiss

Joseph R. Himden (SEAL)
Joseph R. Himden

Kay F. Himden (SEAL)
Kay F. Himden

(SEAL)

(SEAL)

State of Wisconsin, Waukesha County } Personally came before me, this 31st day of October, A. D., 19 67, the above named Joseph R. Himden and Kay F. Himden, his wife to me known to be the persons who executed the foregoing instrument and acknowledged the same.

VOL 1402 PAGE 519

THIS INSTRUMENT WAS DRAFTED BY

Scott K. Lowry, Attorney

(NOTARY SEAL)

Shelby F. Jones
Shelby F. Jones
Notary Public, Waukesha County, Wis.
My commission (expires) ~~(is)~~ 10/24/71

(Section 59.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary. Section 59.513 similarly requires that the name of the person who, or governmental agency which, drafted such instrument, shall be printed, typewritten, stamped or written thereon in a legible manner)

4-1489

WARRANTY DEED—TO CORPORATION—FORM No. 4

NIEDECKEN MILWAUKEE 267R

DOCUMENT NO. 823736

TRANSFER FEE $ 4.50

REGISTER'S OFFICE, Waukesha Co. Wis. SS No. 823736

RECEIVED FOR RECORD THE 27th DAY JULY, A. D. 1972 AT 9:10 O'CLOCK A.M. & RECORDED IN REEL 11 OF RECORDS IMAGE 854

Michael J. Hasslinger REGISTER

RETURN TO RTE Corp. PO C.A. Dietz Jr. 201 Nest Place Waukesha

This Deed, made between Harvey F. Kienow and Judy A. Kienow, his wife

Grantors

and RTE Corporation

Grantee,

Witnesseth, That the said Grantors for a valuable consideration of $4500.00 conveys to Grantee the following described real estate in Waukesha County, State of Wisconsin: All that part of the Northwest Quarter (NW¼) of Section 35, Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin bounded and described as follows; Commencing at the intersection of the West Quarter line of said Section 35 with the former center line of S.T.H. "164"; thence North 15°22'21" East(described as North 14°02' East in Raether description)along said former center line, 77.2 feet to the southeast corner of the Raether property; thence North 88°39'39" West (described as West in Raether description) along the South line of said Raether property, 125 feet to the point of beginning of the lands herein to be described; thence South 15°22'21" West 31.29 feet; thence South 89°02'06" West 395.43 feet to the RTE Corp. property line; thence North along said property line, 80 feet to an angle point in said property line; thence North 89°02'06" East along the south line of the RTE Corp. property 404.89 feet to the northwest corner of the Raether property; thence South 1°20'21" West (described as North in Raether description) 50 feet to the point of beginning.

T. Key #

This is ..... homestead property.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining:
And Grantors warrant
~~Warrant~~ that the title is good, indefeasible in fee simple and free and clear of encumbrances except Reservation set forth in Warranty Deed dated May 10, 1910 and recorded May 12, 1910 in Volume 128 of Deed at page 201, Register of Deeds, Waukesha County
and will warrant and defend the same.

Executed at Waukesha, Wisconsin this 27th day of July 1972

SIGNED AND SEALED IN PRESENCE OF

Harvey F. Kienow (SEAL)
Harvey F. Kienow

Judy A. Kienow (SEAL)
Judy A. Kienow

(SEAL)

(SEAL)

Signatures of .....
authenticated this ..... day of ..... 19 .....

Title: Member State Bar of Wisconsin or Other Party Authorized under Sec. 706.06 (1) ...

STATE OF WISCONSIN } ss.
Waukesha County }

Personally came before me, this 27th day of July 1972
the above named Harvey F. Kienow and Judy A. Kienow
to me known to be the persons who executed the foregoing instrument and acknowledged the same

L. M. Rizzo
L. M. Rizzo
Notary Public, Waukesha County, Wis.
My commission (expires) (is) April 6, 1973

THIS INSTRUMENT WAS DRAFTED BY
Erwin E. Nemmers

The use of witnesses is optional

Names of persons signing in any capacity should be typed or printed below their signatures.

WARRANTY DEED — STATE BAR OF WISCONSIN FORM No. 1 — 1971 — Wisconsin Legal Blank Co., Milwaukee, Wis.

DOCUMENT NO. 867713

TRANSFER FEE $ 40.00

WARRANTY DEED
STATE OF WISCONSIN—FORM 1

THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE } 867713 No.
Waukesha Co. Wis.

RECEIVED FOR RECORD THE 13 DAY
NOVEMBER A. D., 19 73 AT 1142
O'CLOCK P.M. & RECORDED IN REEL 40
OF RECORDS IMAGE 443

Michael J. Hasslinger
REGISTER

RETURN TO

THIS INDENTURE, Made this 13th day of November, A. D. 19 73
between James Scariot and Carol Scariot his wife

part ies of the first part, and
RTE Corporation

part y of the second part,

Witnesseth, That the said part ies of the first part, for and in consideration of the sum of Forty Thousand & No/100 Dollars

to them in hand paid by the said part y of the second part, the receipt whereof is hereby confessed and acknowledged, ha ve given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey, and confirm unto the said part y of the second part, its heirs and assigns forever, the following described real estate, situated in the County of Waukesha and State of Wisconsin, to-wit:

All that part of the Northwest 1/4 of Section 35 in Town 7 North, Range 19 East, bounded and described as follows: Commencing at a point where the West 1/4 line of Section 35 intersects the center line of State Trunk Highway #164; thence North 16°00' East along said center line, 521.21 feet; thence continuing along the center line of said highway on the following courses; North 16°57' East, 31.10 feet; North 18°04' East, 240.50 feet; North 19°06' East, 16.10 feet to the place of beginning of the parcel hereinafter described; thence continuing North 19°06' East along the center line of the highway 28.06 feet; thence North 20°19' East along the center line, 211.10 feet; thence South 89°17' West, 261.72 feet; thence West, parallel to the West 1/4 line of the Section, 61.10 feet; thence South 5°50' East, 171.89 feet; thence South 77°18' East, 228.42 feet to the place of beginning. EXCEPTING THEREFROM that part thereof conveyed to Waukesha County, for highway purposes by an instrument recorded in Volume 523 of Deeds on page 119 as Document No. 339969 Waukesha County Recrds.

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part ies of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto the said part y of the second part, and to its heirs and assigns FOREVER.

And the said James Scariot and Carol Scariot his wife

for their heirs, executors and administrators, do covenant, grant, bargain, and agree to and with the said part y of the second part, its heirs and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever,

No exceptions

and that the above bargained premises in the quiet and peaceable possession of the said part y of the second part, its heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, they will forever WARRANT AND DEFEND.

In Witness Whereof, the said part ies of the first part ha ve hereunto set their hands and seals this 13th day of November, A. D., 19 73

SIGNED AND SEALED IN PRESENCE OF

W. C. Thoms

L. B. Hardy

James Scariot (SEAL)

James Scariot

(SEAL)

Carol Scariot his wife

Carol Scariot (SEAL)

(SEAL)

State of Wisconsin, Waukesha County. } Personally came before me, this 13th day of November, A. D., 19 73, the above named James Scariot and Carol Scariot, his wife

to me known to be the person s who executed the foregoing instrument and acknowledged the same.

(Edna D. Weiss)

THIS INSTRUMENT WAS DRAFTED BY

Erwin E. Nemmers

NOTARY SEAL

Notary Public, Waukesha County, Wis.

My commission (expires) (is) October 10, 1976

(Section 59.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary. Section 59.513 similarly requires that the name of the person who, or governmental agency which, drafted such instrument, shall be printed, typewritten, stamped or written thereon in a legible manner.)

WARRANTY DEED
STATE OF WISCONSIN
FORM No. 1

Wisconsin Legal Blank Company, Milwaukee, Wis.

between Victor Gascoigne and Azalea H. Gascoigne, his wife

parties of the first part, and

R T & E CORPORATION, A Wisconsin Corporation

party of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of

one dollar and other good and valuable consideration

to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its heirs and assigns forever, the following described real estate, situated in the County of Waukesha and State of Wisconsin, to-wit:

Parcel 1. NW¼ Sec35T7R19E Com at a point on the ctr line of Hy 164 128.7 ft NE of W¼ line then N16°00'E192.25 ft, then N36°23'W179.19 ft, then N00°3' W167.33 ft, then N7°45'E106.72 ft, then W474.21 ft. then S00°40'W390 ft then W82.5 ft then S00°40'W210,6 ft, then S89°51'E 602.77 ft to beginning (Exc parcel 2) as in V591 P382 of Deeds. Parcel 2. NW¼ Sec35T7R19E Com ctr North St 231.7 ft N of W¼ line: then W175 ft then N 100 ft then E 200 ft to ctr North Street then S14°2'W on ctr North St 103 ft to beginning as in V514P411 of Deeds.

Together with all rights, if any, to easements as follows: 1. Commencing at the intersection of the W¼ line of Sec 35T7R19E, Waukesha County, with center line of State Hy #164 thence N16°00' E 521.21 ft, then N16°57'E 31.10 ft, then N18°04'E240.50 ft then N19°06'E 16.10 feet, this being the point of beginning of the easement which lies 16 feet wide and immediately south of the line commencing at this point and running N77°18' West 228.42 ft. 2. 16.00 feet in width, the center line of which is described as follows: Beginning at a point which is 8.07 feet east of the East end of the line in the above described parcel 1 which bears West 474.21 feet; thence South 7° 45' West, 107.20 ft; thence South 00°03' East, 164.15 ft; thence South 36°23' East, 170.40 ft to the ctr line of the State Trunk Highway #164, more or less.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said parties of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its heirs and assigns FOREVER.

And the said Victor Gascoigne and Azalea H. Gascoigne, his wife

for their heirs, executors and administrators, do covenant, grant, bargain, and agree to and with the said party of the second part, its heirs and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, no exceptions

and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, they will forever WARRANT AND DEFEND.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals this 14 day of September, A. D., 1956.

SIGNED AND SEALED IN PRESENCE OF

Lucian L. Nitecke

Lucian L. Nitecke

Stanley M. Schmelter

Stanley M. Schmelter

Victor Gascoigne (SEAL)

Victor Gascoigne

Azalea H. Gascoigne (SEAL)

Azalea H. Gascoigne, his wife

NOTE:—The names of the pa[illegible] witnesses and notary must be printed or typewritten thereon to entitle it to be recorded.

Section 39.51 (1) (11)

3-253

This Indenture [illegible]

between [illegible]

[illegible]

a Corporation duly organized and existing under [illegible] Waukesha

Wisconsin, party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of $1 (One Dollar) and other good and valuable consideration

to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate, situated in the County of Waukesha and State of Wisconsin, to-wit:

All that part of the Northwest one quarter of section 35, Township 7 North, range 19 East, City of Waukesha, Wisconsin described as follows, to-wit: Commencing at the Southeast corner of Lot 13, Block 1 of Park View Subdivision as recorded in the Office of the Register of Deeds for Waukesha County; thence North along the East line of said lot 13, 64.57 feet to the South line of lands owned by R T & E Corporation; thence Easterly along said South line 60.0 feet; thence South and parallel to the East line of said Lot 13, 124.57 feet; thence Westerly and parallel to the aforementioned South line 60.0 feet to the East line of said Lot 13 extended; being also the East line of said Subdivision and the Easterly terminus of Palmer Street; thence North 60.0 feet to the point of commencement with the right in the grantee and successors to alter the level of the surface of the land as is convenient to the grantee and with the right retained in the grantor and successors to pass over so much of the land as is a projection of Palmer Street for purposes of ingress and egress to Palmer Street.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its successors and assigns FOREVER.

And the said Harvey F. Kienow

for his heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents he is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever no exceptions

and that the above bargained premises in the quiet and peaceful possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, he will forever WARRANT AND DEFEND.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal this 26th day of September, A. D., 1958

Harvey F. Kienow (SEAL)
Harvey F. Kienow

(SEAL)

(SEAL)

(SEAL)

Signed and Sealed in Presence of

Erwin E Nemmers
Erwin E. Nemmers

G. A. Davey
G. A. Davey

I certify this instrument was drawn by m E. E. Nemmers, atty.

STATE OF WISCONSIN, County of Waukesha } ss.

Personally came before me, this 26th day of September, A. D., 1958, the above named Harvey F. Kienow

to me known to be the person who executed the foregoing instrument and acknowledged the same.

Received for Record this 26th day of September A. D., 1958 at 2:55 o'clock P. M.

Marie L. Lutheran (SEAL)
Register of Deeds

Deputy Register of Deeds

G. A. Davey
Notary Public, Milwaukee County, Wis.

My commission expires January 18, A. D., 1959

WARRANTY DEED-To Corporation

STATE OF WISCONSIN
FORM No. 4

Wisconsin Legal Blank Company
Milwaukee, Wisconsin 21410

Vol. 682 Page 328

[illegible] Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin [illegible] Wisconsin, party of the first part [illegible] Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin [illegible] Wisconsin, party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of [illegible] and other good and valuable consideration [illegible] to it paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate situated in the County of Waukesha and State of Wisconsin, to wit:

That part of NW 1/4 of Sec. 35, Twp. N, Range 19 [illegible] commencing at point where W 1/4 line of Sec.35 intersects center line of State Tk Hyway#164 then N 16° [illegible] E along said line 320.95 Ft. to beginning of parcel hereafter described; then N 36° 23' W 179.19 Ft; then N 00° 03' W, 167.33 ft; then N 7° 45' E, 106.72 ft; then W parallel to W 1/4 line of section being also N line of city limits of City of Waukesha, 474.21 ft; then N 00° 40' E parallel to W line of NW 1/4 of Sec.35, 270.00 ft; then E parallel to the W 1/4 line of section, 528.00 ft, then N 89° 17' E, 261.72 ft. to center line State Tk. Hyway#164; then S 20° 19' W along center line 211.10 ft, then along center line S 19° 06' W, 44.16 ft; then along center line, S 18° 04' W, 240.50 ft; then along center line S 16° 57' W 31.10 ft; then along center line S 16° 00' W, 200.26 ft. to place at beginning, containing 6.017 acres more or less. Except right of way to be used in common with others, 16.00 ft wide, center line of which begins at point 8.07 ft E of E end of line in above parcel which bears W 474.21 ft; then S 7° 45' W, 107.20 ft, then S 00° 03' E, 164.15 ft; then S 36° 23' E, 170.40 ft to center line of State Tk Hyway#164, more or less. Also except land conveyed in Doc.295576, dtd. Nov.1,1946,rec. Nov.21, 1946 in Vol.426 Deeds,Pg.23, Waukesha County. Also except land conveyed in Doc.341008,dtd. June 16,1950, rec. Aug. 4, 1950, in Vol. 524 Deeds, Pg. 569, Waukesha, County.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its successors and assigns FOREVER.

And the said R T & E Company party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, Except as heretofore described

and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT and DEFEND.

In Witness Whereof, the said R T & E Company party of the first part, has caused these presents to be signed by Rolland D. Nelson its President, and countersigned by George A. Davey its Secretary, at Waukesha, Wisconsin, and its corporate seal to be hereunto affixed, this First day of October, A. D. 19 55.

SIGNED AND SEALED IN PRESENCE OF R T & E Company
Corporate Name

Harry Primakow
Harry Primakow

Rolland D. Nelson
Rolland D. Nelson
President

COUNTERSIGNED

J. J. Newhouse
J. J. Newhouse

George A. Davey
Secretary

STATE OF WISCONSIN
Waukesha County

Personally came before me, this First day of October, 1955, Rolland D. Nelson [illegible] of the above named Corporation, to me known to be [illegible] and Secretary of said Corporation [illegible] by its authority.

Received for Record this [illegible]

Cooper Industries
P.O. Box 4446
Houston, Texas 77210-4446

600 Travis, Suite 5800
Houston, Texas 77002-1001
Phone: (713) 209-8400
Fax: (713) 209-8995

COOPER

May 18, 2001

Mr. Ralph Schwartz
Cooper Power Systems, Inc.
1900 E. North Street
Waukesha, WI 53199

RE: RTE/Cooper Powers Systems

Dear Mr. Schwartz;

As requested, attached are the documents evidencing the migration of ownership from the RTE Corporation ("RTE") to Cooper Power Systems, Inc. ("CPS"). RTE was acquired in May 1988 by Cooper Power Acquisition Company ("Cooper PAC"), a wholly owned subsidiary of Cooper Industries. That same month, RTE was merged into Cooper PAC (see attached Certificate of Ownership and Merger). In July 1988, Cooper PAC changed its name to Cooper Power Systems, Inc. (see attached Certificate of Incorporation). Hence, the Grantor on any deed instrument showing RTE as record owner should read " Cooper Power Systems, Inc., as successor via merger to the RTE Corporation."

Should you have any questions, please call me at (713) 209-8789. Thank you.

Sincerely,

Gary B. Hargrave
Manager, Real Estate Services

State of Delaware

Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF COOPER POWER ACQUISITION COMPANY FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF JULY, A.D. 1988, AT 8:31 O'CLOCK A.M.

Michael Harkins, Secretary of State

AUTHENTICATION: 1804674

DATE: 07/29/1988

738211017

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

Cooper Power Acquisition Company, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Sole Director of Cooper Power Acquisition Company (the "Corporation") by written consent duly adopted the following resolutions setting forth amendments to the Certificate of Incorporation of the Corporation:

> RESOLVED, that the Certificate of Incorporation of this Corporation be amended by changing Article 1. thereof so that, as amended, said Article shall be and read as follows:
>
> 1. The name of the Corporation is:
>
> COOPER POWER SYSTEMS, INC.
>
> RESOLVED, that the Certificate of Incorporation of this Corporation be amended by changing Article 4. thereof so that, as amended, said Article shall be and read as follows:
>
> 4. The total number of shares of stock which the Corporation shall have authority to issue is Ten Thousand (10,000) and the par value of each of such shares is One Dollar ($1.00) amounting in the aggregate to Ten Thousand Dollars ($10,000).

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said Cooper Power Acquisition Company has caused this certificate to be signed by Duane F. Emmert, its Vice President and attested by Harry J. Lawson, its Assistant Secretary, this 27th day of July, 1988.

Duane F. Emmert, Vice President

ATTEST:

Harry J. Lawson
Assistant Secretary

State of Delaware

23016

Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP OF COOPER POWER ACQUISITION COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, MERGING RTE CORPORATION A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF WISCONSIN, PURSUANT TO SECTION 253 OF THE GENERAL CORPORATION LAW OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF JULY, A.D. 1988, AT 8:30 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

Michael Harkins, Secretary of State

AUTHENTICATION: 1806224

DATE: 07/29/1988

888220013

BOOK 74 PAGE 752

FILED 8:30 AM

JUL 29 1988

SECRETARY OF STATE

CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
RTE CORPORATION
INTO
COOPER POWER ACQUISITION COMPANY

COOPER POWER ACQUISITION COMPANY, a corporation organized and existing under the laws of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That this corporation was incorporated on the 3rd day of May, 1988, pursuant to the General Corporation Law of the State of Delaware.

SECOND: That this corporation owns at least ninety percent of the outstanding shares of the stock of RTE Corporation, a corporation incorporated on the 16th day of September, 1955, pursuant to the Wisconsin Business Corporation Law.

THIRD: That this corporation, by resolutions of its Board of Directors attached hereto as "Annex A", duly adopted by written consent in lieu of meeting on June 21, 1988, determined to and did merge into itself said RTE Corporation.

FOURTH: Anything herein or elsewhere to the contrary notwithstanding this merger may be amended or terminated and abandoned by the board of directors of Cooper Power Acquisition Company at any time prior to the date of filing the merger with the Secretary of State.

IN WITNESS WHEREOF, said Cooper Power Acquisition Company has caused this certificate to be signed by Duane F. Emmert, its Vice President and attested by Harry J. Lawson, its Assistant Secretary, this 25th day of July, 1988.

COOPER POWER ACQUISITION COMPANY

By: _____
Duane F. Emmert
Vice President

Attest:

By: _____
Harry J. Lawson
Assistant Secretary

05:TAC233

WHEREAS, following the consummation of the $45.00 per share cash tender offer for all of the outstanding shares of common stock, par value $1.00 per share (the "Shares"), of RTE Corporation, a Wisconsin corporation ("RTE"), the Company owns more than ninety percent (90%) of the issued and outstanding shares of each class of stock of RTE; and

WHEREAS, the Agreement and Plan of Reorganization, dated as of May 8, 1988, between the Company, RTE and Cooper Industries, Inc., an Ohio corporation which indirectly owns all of the outstanding capital stock of the Company, provides for, among other things, the merger of the Company and RTE;

NOW THEREFORE, BE IT

RESOLVED, that pursuant to Section 253 of the General Corporation Law of the State of Delaware and Section 180.685 of the Wisconsin Business Corporation Law, RTE merge (the "Merger") with and into the Company in accordance with the Plan of Merger attached hereto as Exhibit A, which is hereby approved and adopted;

RESOLVED, that the officers of the Company, or any of them, are hereby authorized and directed to take any and all actions, do any and all things and execute and deliver any and all documents which may be necessary or appropriate in order to consummate the Merger.

PLAN OF MERGER

of

RTE CORPORATION

A WISCONSIN CORPORATION

into

COOPER POWER ACQUISITION COMPANY

(the Surviving Corporation)

A DELAWARE CORPORATION

1. As soon as practicable in accordance with Sections 180.68 and 180.685 of the Wisconsin Business Corporation Law (the "WBCL") and Section 253 of the General Corporation Law of the State of Delaware (the "GCL"), RTE Corporation, a Wisconsin corporation ("RTE"), which is a subsidiary of Cooper Power Acquisition Company, a Delaware corporation ("CPAC") owning ninety percent or more of the outstanding shares of each class of RTE, shall be merged with and into CPAC (the "Merger"). CPAC will be the surviving corporation (the "Surviving Corporation") and the separate existence of RTE shall cease. The Merger shall be effective upon the filing of Articles of Merger with the Secretary of State of Wisconsin and a Certificate of Ownership and Merger with the Secretary of State of Delaware (the "Effective Time").

2. Upon the consummation of the Merger, (a) each then outstanding share of common stock, par value $1.00 per share (a "Share"), of RTE not owned by Cooper Industries Inc., an Ohio corporation, CPAC or any other direct or indirect subsidiary of Cooper Industries (other than Shares with respect to which dissenters' rights shall have been properly demanded, and not waived or withdrawn, in accordance with the WBCL ("Dissenting Shares") or those Shares held in the treasury of RTE), shall, without any action on the part of the holder thereof, be cancelled and extinguished and be converted into a right to receive in cash $45.00 per Share, without any interest thereon, and (b) each then outstanding Share owned by Cooper Industries, CPAC or any other direct or indirect subsidiary of Cooper Industries, or held in the treasury of RTE shall be cancelled and retired, without any action on the part of the holder thereof, and no payment shall be made with respect thereto.

3. Dissenting Shares shall not be converted into the right to receive $45.00 per Share in cash at or after the Effective Time but shall become the right to receive payment in cash of the fair value of such shares in accordance with the provisions of Sections 180.685 and 180.72 of the WBCL; *provided, however,* that if a holder of such shares withdraws his or her demand for appraisal as a dissenting shareholder (in accordance with Sections 180.685 and 180.72 of the WBCL) or otherwise becomes ineligible for such appraisal, then, as of the Effective Time or the occurrence of such event, whichever later occurs, such holder's Dissenting Shares shall cease to be Dissenting Shares and shall be converted into and represent the right to receive in cash $45.00 per Share, without any interest thereon

4. (a) CPAC shall authorize one or more commercial banks organized under the laws of the United States or any state thereof with capital, surplus and undivided profits of at least $100,000,000 to act as paying agent with respect to the Merger (the "Paying Agent"). No later than promptly after the Effective Time, the Paying Agent shall mail to each record holder of a certificate or certificates which immediately prior to the Effective Time represented Shares a form of letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to such certificates shall pass, only upon delivery of such certificates to the Paying Agent) and instructions for use in surrendering such certificates and receiving $45.00 in cash for each Share previously represented thereby. After the Effective Time and upon surrender to the Paying Agent for cancellation of such certificate or certificates, together with such letter of transmittal, duly executed, the holder thereof shall be entitled to receive in payment therefor the aggregate amount of cash into which the Shares previously represented by such certificate or certificates shall have been converted in the Merger without any interest thereon, subject to any required withholding of taxes. When and as

needed, CPAC shall deliver to the Paying Agent sufficient funds to make all payments pursuant to the preceding sentence. After the Effective Time, until surrendered to the Paying Agent, each certificate which immediately prior to the Effective Time represented Shares (other than Dissenting Shares and Shares owned by Cooper Industries, CPAC or any other direct or indirect subsidiary of Cooper Industries, or held in the treasury of RTE) shall be deemed for all corporate purposes to evidence only the right to receive upon such surrender the aggregate amount of cash into which the Shares represented thereby shall have been converted, subject to any required withholding of taxes. No interest shall accrue or be paid on the cash payable upon the surrender of the certificate or certificates. If payment of cash is to be made to any person other than the person in whose name such certificate or certificates surrendered in exchange therefor is registered, it shall be a condition of such payment that the certificate or certificates so surrendered shall be properly endorsed and the signatures thereon properly guaranteed and otherwise in proper form for transfer and that the person requesting such payment shall pay to the Paying Agent any transfer or other taxes required by reason of the payment to any person other than the registered holder thereof, or otherwise required, or shall establish to the satisfaction of the Paying Agent that such tax has been paid or is not payable.

(b) Any cash delivered to the Paying Agent (including any interest received with respect thereto) and not exchanged for certificates representing Shares within six months after the Effective Time shall be returned by the Paying Agent to the Surviving Corporation which shall thereafter act as Paying Agent, subject to the rights under this Plan of Merger of holders of unsurrendered certificates which prior to the Effective Time represented Shares. Any former shareholders of RTE who have not theretofore complied with the instructions for exchanging their certificates which prior to the Effective Time represented Shares shall thereafter look only to the Surviving Corporation for payment of $45.00 per Share in cash, without any interest thereon, but shall have no greater rights against the Surviving Corporation than may be accorded to general creditors thereof under applicable law. Notwithstanding the foregoing, neither the Paying Agent nor the Surviving Corporation shall be liable to a holder of Shares for any cash or interest thereon delivered to a public official pursuant to applicable abandoned property, escheat or similar laws. If any certificates which prior to the Effective Time represented Shares are not surrendered prior to five years thereafter, unclaimed funds with respect thereto shall, to the extent permitted by applicable law, become the property of the Surviving Corporation, free and clear of all claims or interest of any person previously entitled thereto.

5. The Certificate of Incorporation and By-Laws of CPAC in effect upon consummation of the Merger shall be the Certificate of Incorporation and By-Laws of the Surviving Corporation, in each case, until thereafter amended in accordance with applicable law. The directors of CPAC immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation until their successors are duly elected and qualified. The officers of RTE immediately prior to the Effective Time, and such additional officers as CPAC shall designate, shall be the initial officers of the Surviving Corporation until their successors are duly elected and qualified. The Merger shall have the effects provided for in the WBCL and the GCL.

6. At the Effective Time, the stock transfer books of RTE shall be closed and no transfer of Shares shall thereafter be made. If, after the Effective Time, certificates formerly representing Shares are presented to the Surviving Corporation, they shall be cancelled and exchanged for $45.00 in cash per Share without interest thereon in accordance with this Plan of Merger, subject to applicable law in the case of Dissenting Shares.

7. Notwithstanding anything to the contrary herein, at any time prior to the Effective Time, the Board of Directors of CPAC may by resolution rescind and abandon this Plan of Merger and upon the taking of such action, this Plan of Merger shall have no further force and effect; provided, however, that such resolution may not affect CPAC's obligations under that certain Agreement and Plan or Reorganization dated as of May 8, 1988 among CPAC, RTE and Cooper Industries.

RECEIVED FOR RECORD

AUG 09 1988

William M. Honey, Recorder

COOPER POWER SYSTEMS PARCEL MAP WITH ID (TAX KEY)

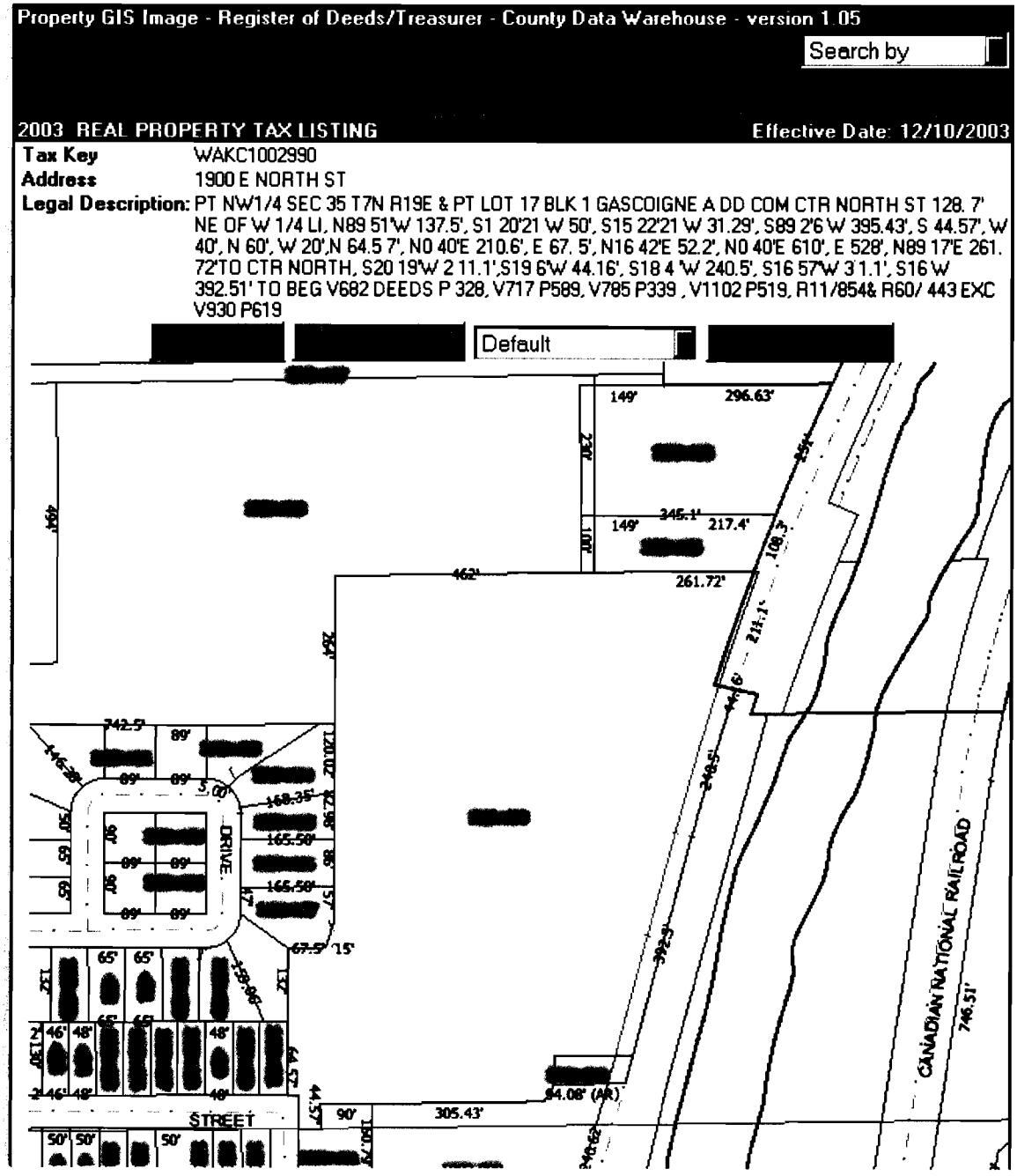
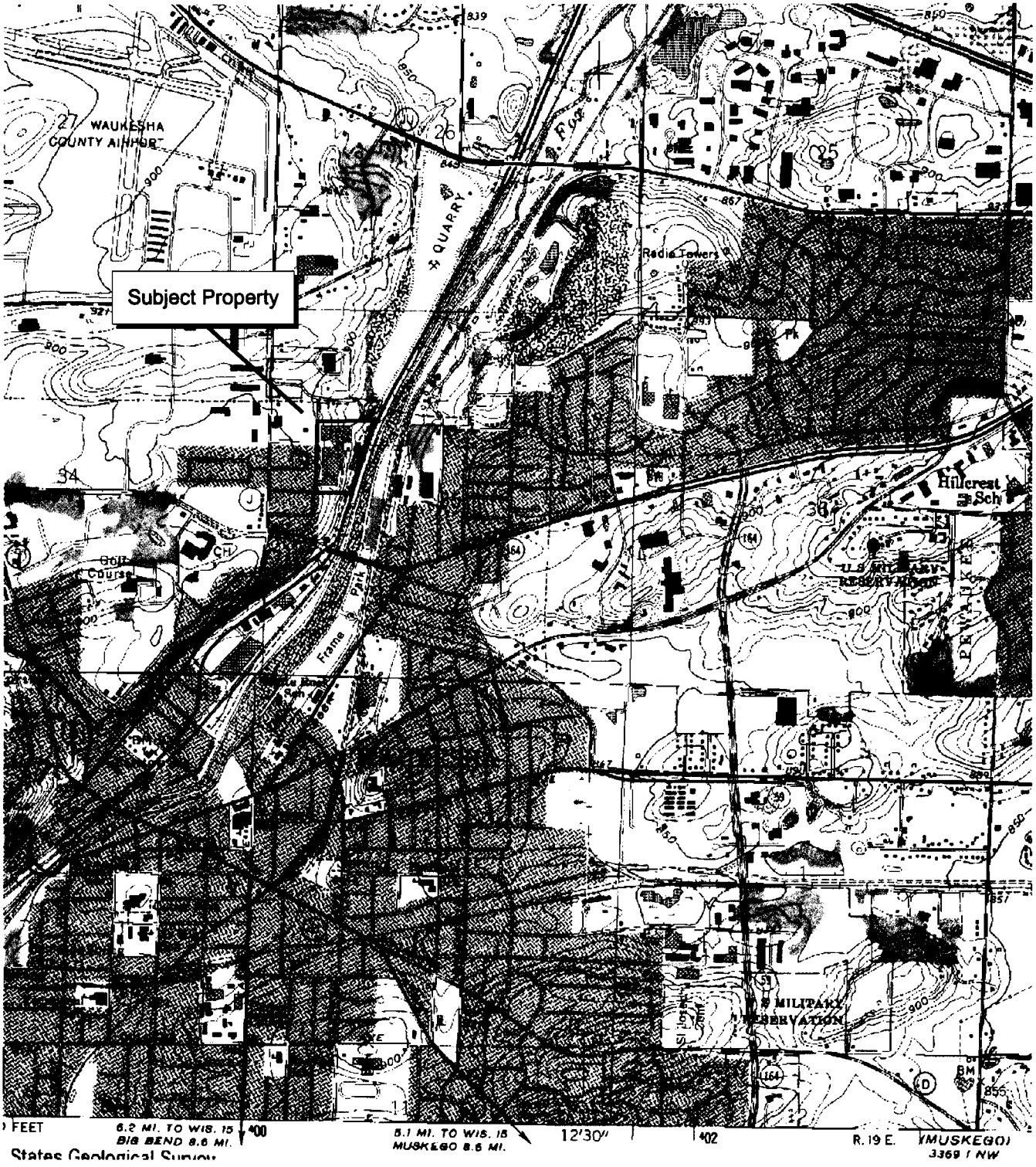


Figure taken from Waukesha County Tract Index Data Warehouse
http://dwprd.waukeshacounty.gov/applications/production/ROD_TAX_LISTING/SearchByTaxKey.asp



1000 0 1000 2000 Feet

N

Extracted from Waukesha, Wisconsin
USGS quadrangle
1959, revised 1994

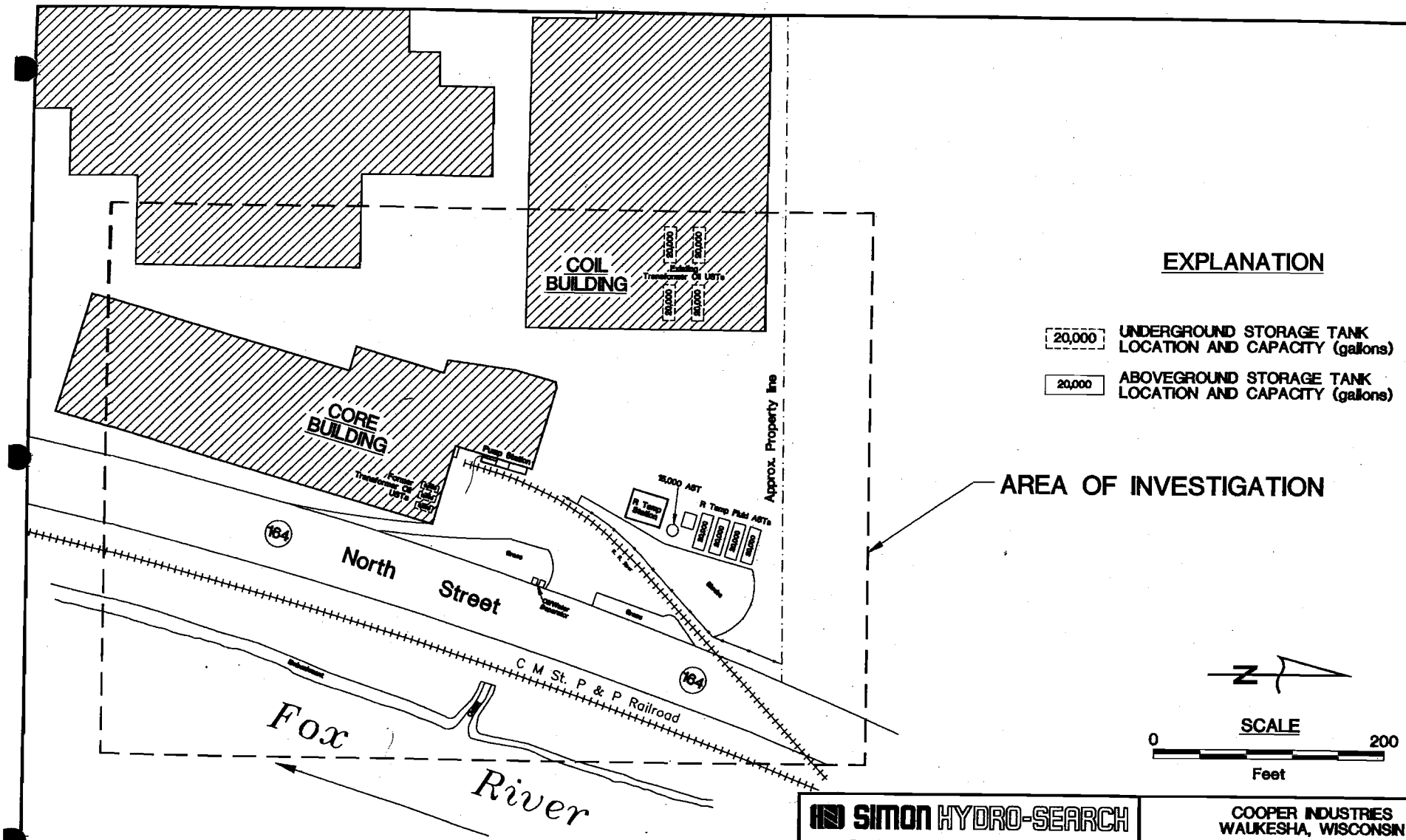
TITLE: Site Location Map

LOCATION: Cooper Power Systems
1900 E. North Street, Waukesha, WI

GeoTrans, Inc. A TETRA TECH COMPANY

CHECKED	HWY
DRAFTED	HWY
PROJECT	0511.008
DATE	09/16/03

FIGURE: B-1



Base modified from Warzyn Engineering, Inc., 5/84, And Cooper Power Systems, 1991.

/hsi/458/3088/3088-b6

SIMON HYDRO-SEARCH
Brookfield Lakes Corporate Center XII
175 N. Corporate Drive, Suite 100
Brookfield, Wisconsin 53045

COOPER INDUSTRIES
WAUKESHA, WISCONSIN

FACILITY LAYOUT

Dsgn. by:	Chk. by:	Apprv. by:
PROJECT: 304583088	DATE: 01/25/94	DRAWING: 3088-b6
		FIGURE: 2-2

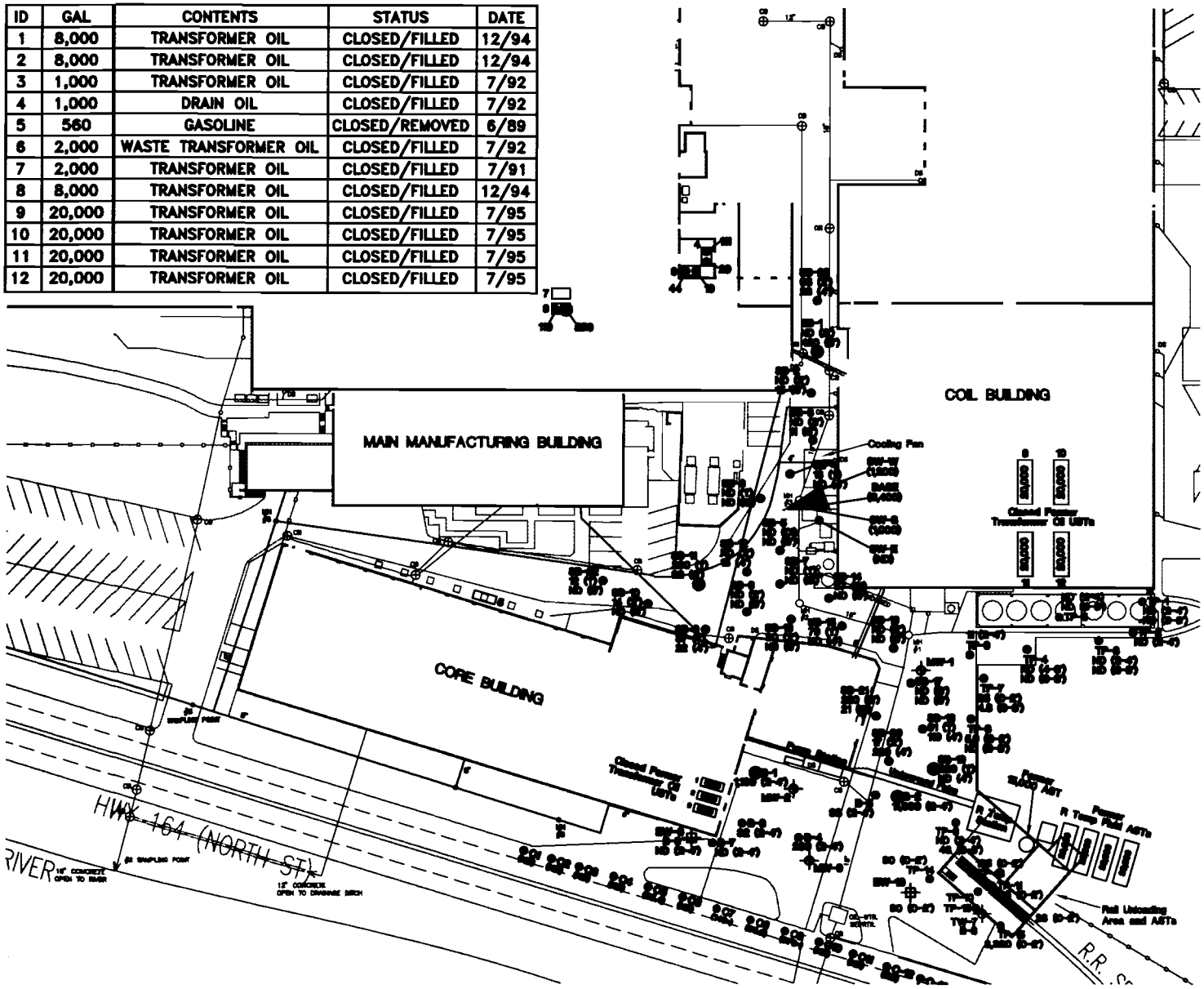
June 2003 Soil Sampling Results
Cooper Power Systems, North Street Facility
Waukesha, WI

Sample ID	Sample depth (ft)	DRO (mg/L)
SB-1A	3	<10
SB-1B	6	**420**
SB-2A	2	<10
SB-2B	6	15
SB-3A	3	<10
SB-3B	6	11
SB-4A	1	13
SB-4B	4	<10
SB-5A	0	<10
SB-5B	5	<10
SB-6A	2	29
SB-6B	5	<10
SB-7A	1	<10
SB-7B	6	<10
SB-8A	2	<10
SB-8B	5	<10
SB-9A	1	37
SB-9B	4	22
SB-10A	2	14
SB-10B	6	<10
SB-11A	1	**280**
SB-11B	5	92
SB-12A	2	<10
SB-12B	4	15

Sample ID	Sample depth (ft)	DRO (mg/L)
SB-13A	2	30
SB-13B	6	<10
SB-14A	0	87
SB-14B	5	<10
SB-15A	1	79
SB-15B	4	<10
SB-16A	2	<10
SB-16B	6	<10
SB-17A	0	<10
SB-17B	5	<10
SB-18A	1	91
SB-18B	4	**110**
SB-19A	1	**320**
SB-19B	4	<10
SB-20A	2	17
SB-20B	4	**220**
SB-21A	2	**220**
SB-21B	6	21
SB-22A	1	12
SB-22B	5	<10
SB-23A	2	63
SB-23B	4	28

DRO: diesel range organics
Wisconsin Residual Contaminant Level (RCL) Standard: 100 mg/L
Bold indicates sample exceeds RCL

ID	GAL	CONTENTS	STATUS	DATE
1	8,000	TRANSFORMER OIL	CLOSED/FILLED	12/94
2	8,000	TRANSFORMER OIL	CLOSED/FILLED	12/94
3	1,000	TRANSFORMER OIL	CLOSED/FILLED	7/92
4	1,000	DRAIN OIL	CLOSED/FILLED	7/92
5	560	GASOLINE	CLOSED/REMOVED	6/89
6	2,000	WASTE TRANSFORMER OIL	CLOSED/FILLED	7/92
7	2,000	TRANSFORMER OIL	CLOSED/FILLED	7/91
8	8,000	TRANSFORMER OIL	CLOSED/FILLED	12/94
9	20,000	TRANSFORMER OIL	CLOSED/FILLED	7/95
10	20,000	TRANSFORMER OIL	CLOSED/FILLED	7/95
11	20,000	TRANSFORMER OIL	CLOSED/FILLED	7/95
12	20,000	TRANSFORMER OIL	CLOSED/FILLED	7/95



EXPLANATION

- MW-6 — MONITOR WELL LOCATION AND DESIGNATION
- EW-6 — EXTRACTION WELL LOCATION AND DESIGNATION
- C9 — SOIL SAMPLE LOCATION AND DESIGNATION
- 1,200 — DRO OR TPH CONCENTRATION IN mg/kg
- COMPRESSED AIR
- WATER
- STORM SEWER
- SANITARY SEWER
- SB-1 37(1') 22(4') — SOIL SAMPLE LOCATION, DESIGNATION, AND SAMPLE DEPTH
- INSITU SOILS EXCEEDING 250 ppm DRO

NOTES:
1. FEATURES IN ORANGE HAVE BEEN REMOVED OR ABANDONED.
2. SOIL SAMPLES IN ORANGE HAVE BEEN EXCAVATED.

N

SCALE
0 175
Feet

COOPER POWER SYSTEMS
WAUKESHA, WISCONSIN

SOIL SAMPLING LOCATIONS, ANALYTICAL RESULTS AND INSITU SOILS WITH IMPACTS

DATE	1/7/04
DESIGNED	HJW
CHECKED	MRN
APPROVED	MRN
DRAWN	HJW
PROJ.	2002.019

GeoTrans, Inc.

Figure B-3

Summary of Historic DRO Concentrations in Groundwater
Cooper Power Systems, North Street
Waukesha, WI

Well ID	10/20/93	09/01/94	12/14/95	01/29/96	06/27/96	09/24/96	12/18/96	03/11/97	06/25/97	09/16/97	11/24/97	03/25/98	06/15/98	09/11/98
MW-1	2.2				4.7	<0.1	<0.1	2.4	1.2	0.48	1.9	1.3	6.5	4.2
MW-2	*	*	*	*	*	*	*	*	*	*	*	*	*	*
MW-3R		2.6				73	30	130	86	82	200	51	240	63
MW-4R	1.1		1.71	2				1.1	0.64	0.64	0.44	0.53	0.51	1.7
MW-5R	0.01	0.48	ND	ND				<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1
EW-6		3300			21	110	22		57	16	580	5.2		4.4
MW-7R			2.74	1.72		0.37	0.13	2	1.9	1.2	3.7	1.7	1.5	1.7
MW-8	0.04	14	0.74	0.72	0.21	<0.1	<0.1	1	0.89	0.5	0.16	0.93	0.29	0.63
MW-9	*	*	*	*	*	*	*	*	*	*	*	*	*	*
EW-10					0.44	35	0.21		2.4	2.2	2.5	0.83	0.79	1.5

Well ID	01/19/99	03/16/99	09/09/99	03/30/00	10/04/00	04/05/01	12/17/01	05/15/02	11/13/02	05/08/03	09/22/03	5/13/04 [1]	6/29/04 [3]	07/15/04
MW-1	1.7	3.8	1	3.7	1.2	14.0	1.8	15.0	10.0	2.2	4.4	3.7	NS	1.7
MW-2	*	*	*	*	*	*	40.6	*	88	21	29	11	NS	4.3
MW-3R	18	95	46	12	40	75	NS	51.0	NS	NS	91	79	NS	120.0
MW-4R	0.82	0.44	0.62	0.93	0.46	0.7	1.13	1.5	1.4	1.9	2	0.8	NS	1.5
MW-5R	<0.1	<0.1	<0.1	<0.10	0.13	0.24	0.083	0.15	0.3	0.54	0.15	<0.10	NS	0.1
EW-6	27	20	2.1	3.7	3.7	3.1	1.76	3.3	2.6	NS	NS	6.1	NS	3.6
MW-7R				1.4	1.0	2.0	0.78	2.0	1.2	2.1	0.9	1.9	NS	1.0
MW-8	0.49	0.4	1.4	0.5	0.15	0.97	0.43	1.2	1.4	1.5	1.6	0.52	NS	1.0
MW-9	*	38.0	31.0	*	*	*	16.0	5.8	7.1	11	9.6	NR [2]	1.2	6.1
EW-10	1.8	1.6	0.45	0.41	0.74	2.2	0.78	1.5	5.4	NS	NS	0.66	NS	0.5

All concentrations in mg/L
Blank : Not analyzed
ND : None detected
* : Not sampled due to presence of product
Well MW-3R could not be accessed for sampling in Dec '01, Nov '02 and May '03.
Recovery system shut down on Dec 30, 2002. Recovery wells not sampled in May or Sep '03
[1] samples were collected on 5/13/04, 5/17/04 and 5/25/04 due to shipping issues
[2] Result not reported - Stormwater runoff into flushmount well during sampling event compromised sample
[3] MW-9 was resampled due to stormwater runoff issues during May 2004 sampling event

PAH Concentrations in Groundwater
Cooper Power Systems, North Street Facility
Waukesha, WI

		2-Methyl-napthalene	Acenaphthylene	Anthracene	Benzo(k) fluoranthene	Benzo(b) fluoranthene	Benzo(a) pyrene	Chrysene	Dibenz(a,h) anthracene	Fluorene	Fluoranthene	Indeno(1,2,3-cd) pyrene	Phenanthrene	Pyrene
	NR 140 ES	NS	NS	3000	NS	0.2	0.2	0.2	NS	400	400	NS	NS	250
	NR 140 PAL	NS	NS	600	NS	0.02	0.02	0.02	NS	80	80	NS	NS	50
Well ID	Date	ug/L	ug/L	ug/L	ug/L	ug/L	ug/L	ug/L	ug/L	ug/L	ug/L	ug/L	ug/L	ug/L
MW-1	12/2/2003	<0.51	<1.0	<0.051	<0.051	<0.10	<0.051	<0.051	<0.10	<0.10	<0.10	<0.051	<0.051	<0.051
	5/13/2004	<0.50	<1.0	<0.050	<0.050	<0.10	<0.050	0.17	<0.10	<0.10	<0.10	<0.050	<0.050	<0.050
	7/15/2004	<0.52	<1.0	<0.052	<0.052	<0.10	<0.052	0.08	<0.10	<0.10	<0.10	<0.052	<0.052	<0.052
	7/15/2004 #	<0.52	<1.0	<0.052	<0.052	<0.10	<0.052	<0.052	<0.10	<0.10	<0.10	<0.052	<0.052	<0.052
MW-2	12/2/2003	<0.52	<1.0	<0.052	<0.052	<0.10	<0.052	<0.052	<0.10	<0.10	<0.10	<0.052	<0.052	<0.052
	5/13/2004	<0.50	<1.0	<0.050	<0.050	<0.10	<0.050	<0.050	<0.10	<0.10	<0.10	<0.050	<0.050	<0.050
	7/15/2004	<0.52	<1.0	<0.052	<0.052	<0.10	<0.052	0.084	<0.10	<0.10	<0.10	<0.052	<0.052	<0.052
MW-3R	12/2/2003	<0.50	1	2.2	<0.050	<0.10	<0.050	**9.5**	<0.10	<0.10	<0.10	<0.050	0.47	<0.050
	5/25/2004	ND	<1.0	1.4	<0.050	<0.10	<0.050	**2.2**	<0.10	<0.10	<0.10	<0.050	0.32	<0.050
	7/15/2004	<0.56	<1.1	4.1	<0.056	<0.11	<0.056	**13**	<0.11	<0.11	<0.11	<0.056	0.76	<0.056
MW-4R	12/2/2003	<0.51	<0.10	<0.051	<0.051	<0.10	<0.051	<0.051	<0.10	<0.10	<0.10	<0.051	<0.051	<0.051
	5/13/2004	<0.50	<1.0	<0.050	<0.050	<0.10	<0.050	<0.050	<0.10	<0.10	<0.10	<0.050	<0.050	<0.050
	7/15/2004	<0.56	<1.1	<0.056	<0.056	<0.11	<0.056	<0.056	<0.11	<0.11	<0.11	<0.056	<0.056	<0.056
MW-5R	12/2/2003	<0.50	<1.0	<0.050	<0.050	<0.10	<0.050	<0.050	<0.10	<0.10	<0.10	<0.050	<0.050	<0.050
	5/26/2004	ND	<1.1	<0.053	<0.053	<0.11	<0.053	<0.053	<0.11	<0.11	<0.11	<0.053	<0.053	<0.053
	7/15/2004	<0.51	<1.0	<0.051	<0.051	<0.10	<0.051	<0.051	<0.10	<0.10	<0.10	<0.051	<0.051	<0.051
EW-6	12/2/2003	<0.53	<1.1	<0.053	<0.053	<0.11	<0.053	<0.053	<0.11	0.15	<0.11	<0.053	<0.053	<0.053
	5/13/2004	<0.50	<1.0	<0.050	<0.050	<0.10	<0.050	<0.050	<0.10	<0.10	<0.10	<0.050	0.083	<0.050
	7/15/2004	0.96	<0.1.1	<0.053	<0.053	<0.11	<0.053	<0.053	<0.11	0.29	<0.11	<0.053	<0.053	<0.053
MW-7R	12/2/2003	<0.50	<1.0	<0.050	<0.050	<0.10	<0.050	<0.050	<0.10	<0.10	<0.10	<0.050	<0.050	<0.050
	5/13/2004	<0.50	<1.0	<0.050	<0.050	<0.10	<0.050	<0.050	<0.10	<0.10	<0.10	<0.050	0.07	<0.050
	7/15/2004	<0.51	<1.0	<0.051	<0.051	<0.10	<0.051	<0.051	<0.10	<0.10	<0.10	<0.051	<0.051	<0.051
MW-8	12/2/2003	<0.51	<1.0	<0.051	<0.051	<0.10	<0.10	<0.051	<0.10	<0.10	<0.10	<0.051	<0.051	<0.051
	5/13/2004	<0.50	<1.0	<0.050	<0.050	<0.10	<0.50	<0.050	<0.10	<0.10	<0.10	<0.050	0.52	<0.050
	7/15/2004	<0.51	<1.0	<0.051	<0.051	<0.10	<0.051	<0.10	<0.10	<0.10	<0.10	<0.051	0.056	<0.051
MW-9	12/2/2003	<0.51	<1.0	<0.051	<0.051	<0.10	0.061	<0.051	<0.10	<0.10	0.17	0.07	0.059	0.15
	5/17/2004 [1]	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
	7/15/2004	<0.56	<1.1	<0.056	0.41	**0.92**	**0.56**	**0.35**	<0.11	<0.11	1.1	0.57	0.31	0.88
EW-10	12/2/2003	<0.51	<1.0	<0.051	<0.051	<0.10	<0.10	<0.051	<0.10	<0.10	<0.10	<0.051	<0.051	<0.051
	5/13/2004	<0.50	<1.0	<0.050	<0.050	<0.10	<0.050	<0.050	<0.10	<0.10	<0.10	<0.050	<0.050	<0.050
	7/15/2004	<0.51	<1.0	<0.051	<0.051	<0.10	<0.051	<0.051	<0.10	<0.10	<0.10	<0.051	<0.051	<0.051

NS indicates Standard Not Set

ES - Enforcement Standard - exceedance indicated by bolding

PAL - Preventive Action Limit - exceedance indicated by underlining

Blank indicates non-detect

[1] Result not reported - Stormwater runoff into flushmount well during sampling event compromised sample

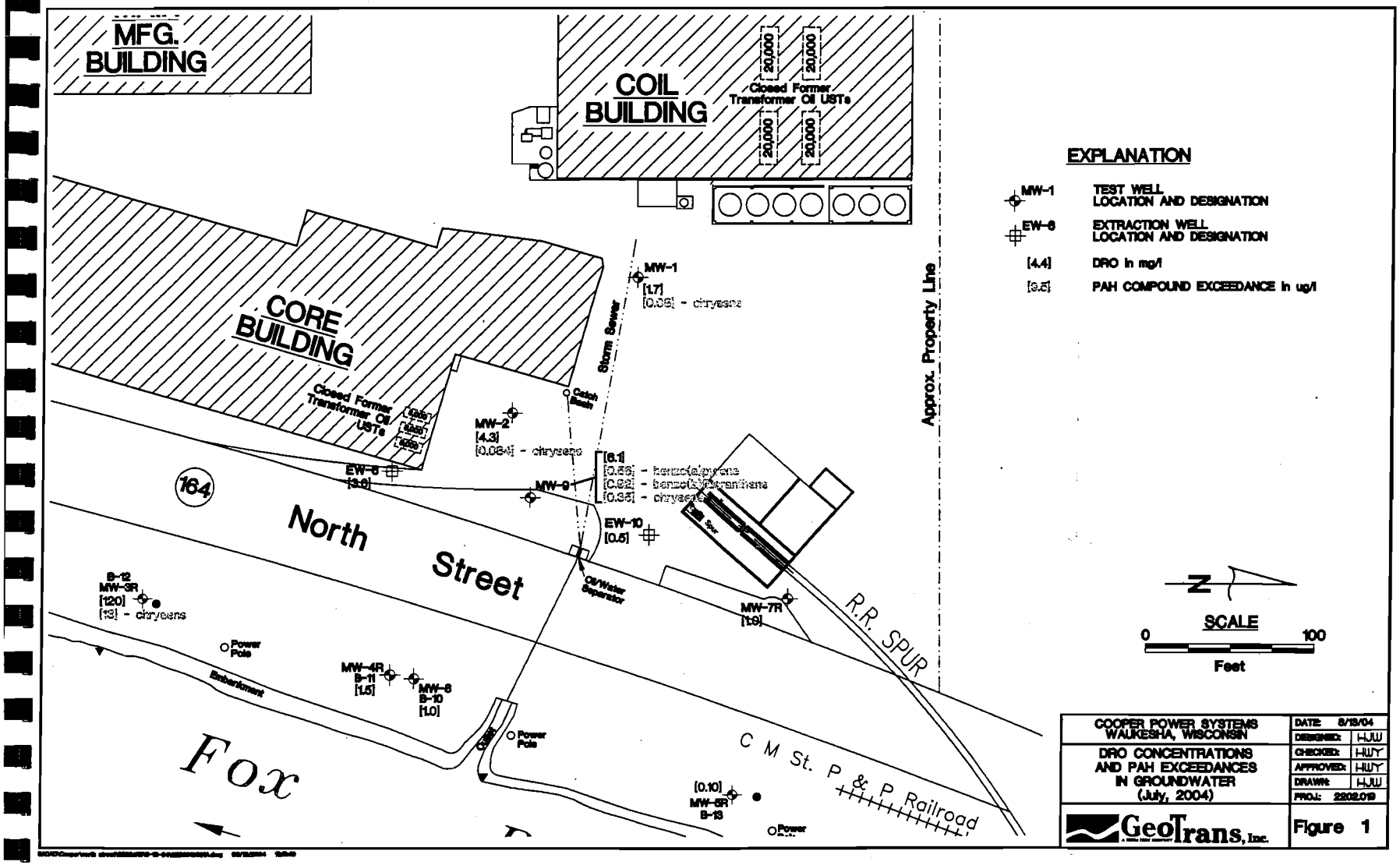
Historic Water Level Elevations
Cooper Power Systems, North Street
Waukesha, Wisconsin

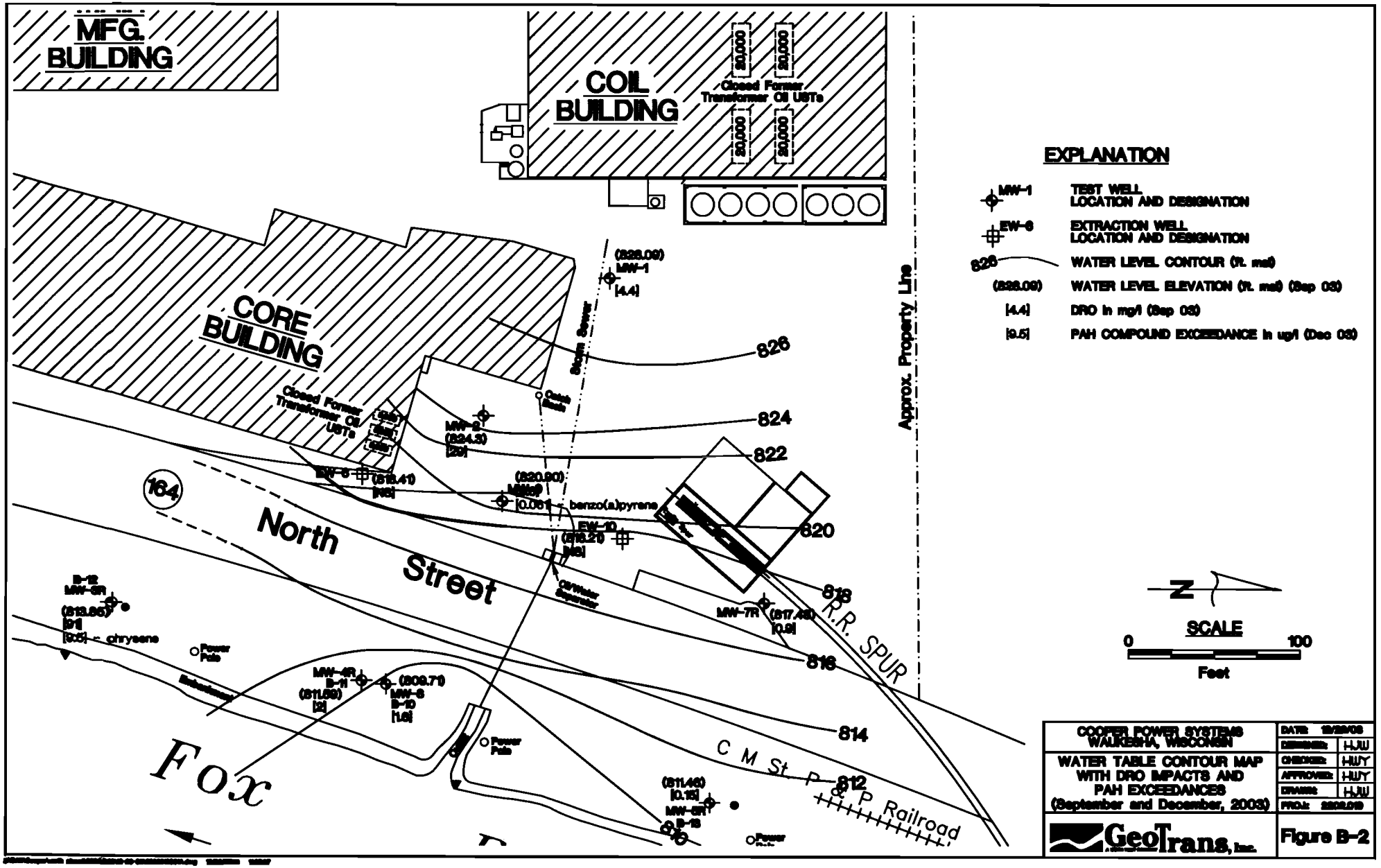
Well Identification	Well Elevation	Sampling Date											
		3/25/1992	04/28/92	06/16/92	04/22/93	04/23/93	05/06/93	05/26/93	06/08/93	06/17/93	06/23/93	10/19/93	09/01/94
MW-1	842.05	826.96	-	826.65	827.73	-	827.05	826.71	827.28	826.99	827.27	828.80	-
MW-2	833.06	-	-	-	-	-	-	-	-	-	-	-	-
MW-3R	823.34	-	-	-	-	-	-	-	-	-	-	813.39	814.18
MW-4R	823.21	-	-	-	-	-	-	-	-	-	-	811.60	812.05
MW-5R	819.99	-	-	-	-	-	-	-	-	-	-	812.14	812.04
EW-6	825.10	-	817.79	816.50	-	816.26	816.64	816.34	817.86	816.92	817.94	808.20	819.37
MW-7R	824.98	-	-	-	-	-	-	-	-	-	-	-	-
MW-8	823.19	-	-	-	-	-	-	-	-	-	-	809.66	809.81
MW-9	827.53	-	-	-	-	-	-	-	-	-	-	-	-
EW-10	825.08	-	-	-	-	-	-	-	-	-	-	-	-

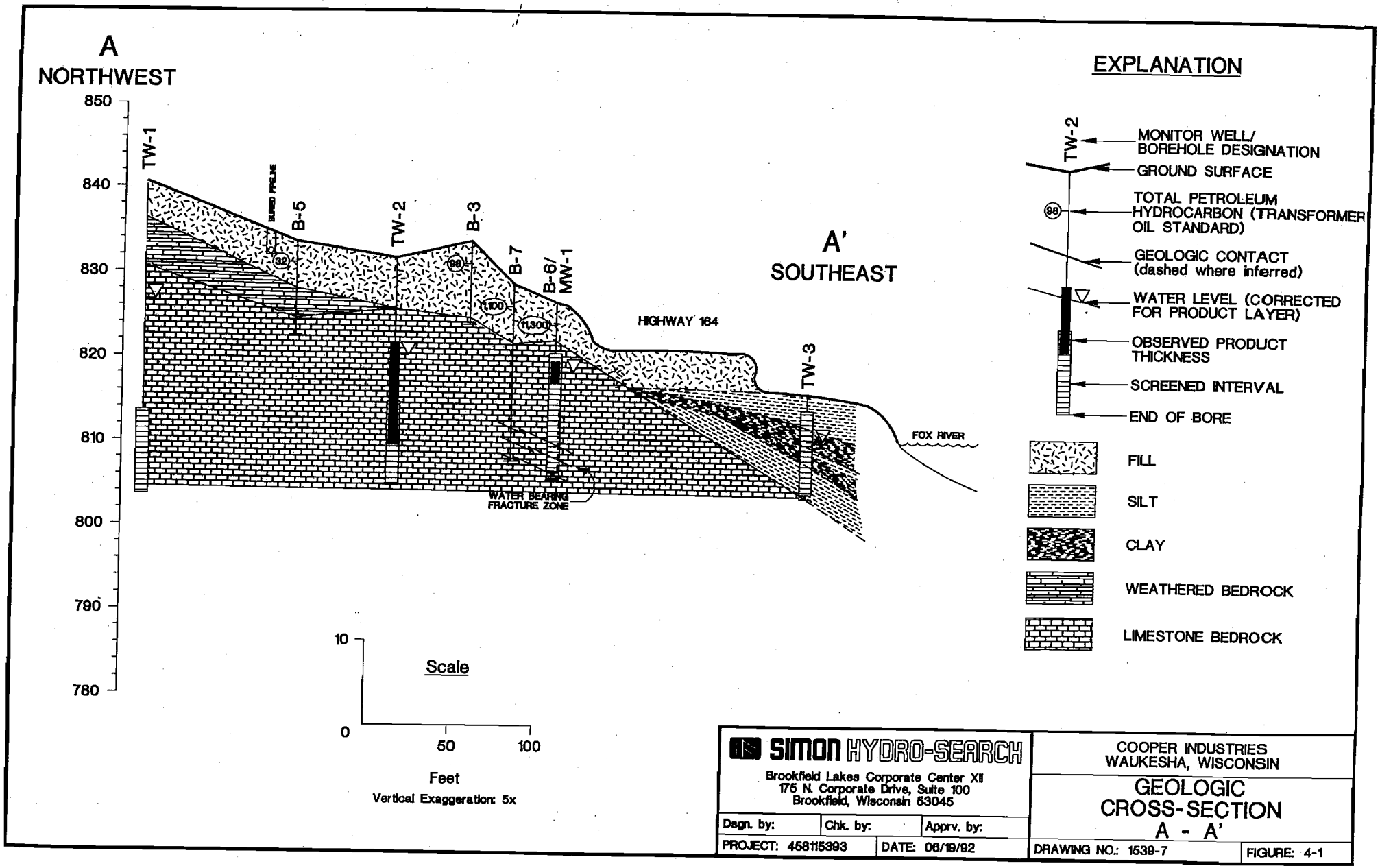
Well Identification	Well Elevation	Sampling Date											
		01/29/96	06/27/96	09/24/96	12/18/96	03/11/97	06/25/97	09/16/97	11/24/97	03/25/98	06/15/98	09/11/98	01/19/99
MW-1	842.05	-	829.14	827.67	827.80	829.17	829.34	828.80	829.78	829.15	829.10	827.83	828.91
MW-2	833.06	-	-	816.50	816.68	819.33	821.65	820.27	823.86	820.47	-	819.12	821.87
MW-3R	823.34	818.65	816.40	811.06	811.44	811.64	811.53	811.63	814.31	812.22	812.24	811.18	811.44
MW-4R	823.21	816.30	818.78	811.17	811.61	811.99	812.80	810.20	811.07	811.70	811.61	810.45	810.87
MW-5R	819.99	812.29	812.55	811.92	811.99	812.44	813.36	812.06	811.76	812.33	812.32	811.89	811.59
EW-6	825.10	821.05	821.30	817.03	818.69	808.62	808.88	808.91	818.64	-	-	808.63	809.02
MW-7R	824.98	819.59	822.29	820.52	819.73	820.40	821.11	820.49	818.12	819.35	819.53	819.24	-
MW-8	823.19	813.98	814.11	809.91	809.34	810.15	811.77	809.55	809.47	808.79	808.81	809.4	809.15
MW-9	827.53	820.86	820.91	819.07	819.54	820.22	821.50	818.88	817.55	819.82	-	818.07	820.36
EW-10	825.08	-	810.88	815.58	815.17	804.41	817.94	806.66	805.87	-	-	805.91	805.73

Well Identification	Well Elevation	Sampling Date										
		09/09/99	03/20/00	10/04/00	04/05/01	12/17/01	05/15/02	11/13/02	05/08/03	09/22/03	05/13/04	07/15/04
MW-1	842.05	-	828.29	827.8	828.82	828.87	829.09	828.59	829.17	828.09	829.35	834.49
MW-2	833.06	820.48	-	822.05	823.44	824.82	-	823.97	769.08	824.3	826.81	820.03
MW-3R	823.34	811.41	811.79	-	813.67	-	814.19	-	-	813.85	815.12	814.46
MW-4R	823.21	810.47	810.75	811.26	811.99	811.7	812.18	811.69	812.52	811.59	812.66	812.34
MW-5R	819.99	811.80	811.53	812.26	812.23	811.97	812.42	811.87	812.37	811.46	812.72	805.59
EW-6	825.10	-	-	-	815.54	-	-	817.38	-	818.41	819.6	819.06
MW-7R	824.98	-	813.53	820.96	821.09	819.23	820.02	819.76	817.8	817.48	820.23	822.36
MW-8	823.19	809.47	809.08	810.03	810.55	810.53	810.31	810	810.41	809.71	811.51	810.53
MW-9	827.53	819.05	819.38	820.28	819.22	820.35	821.24	819.73	822.93	820.9	822.98	821.87
EW-10	825.08	-	-	-	811.94	-	-	809.71	-	816.21	818.79	819.55

All elevations in feet above mean sea level.
Dash denotes not measured or not available.


MFG. BUILDING
COIL BUILDING
20,000
20,000
20,000
20,000
Closed Former Transformer Oil USTs
CORE BUILDING
Closed Former Transformer Oil USTs
Storm Sewer
Catch Basin
Approx. Property Line
MW-1
[1.7]
[0.05] - chrysene
MW-2
[4.3]
[0.084] - chrysene
EW-8
[3.6]
MW-9
[6.1]
[0.56] - benzo(a)pyrene
[0.92] - benzo(b)fluoranthene
[0.35] - chrysene
EW-10
[0.5]
764
North Street
Oil/Water Separator
MW-7R
[1.9]
R.R. SPUR
B-12
MW-3R
[120]
[13] - chrysene
Power Pole
Embankment
MW-4R
B-11
[1.5]
MW-5
B-10
[1.0]
Power Pole
Fox
C M St. P & P Railroad
[0.10]
MW-5R
B-13
Power
EXPLANATION
MW-1 TEST WELL LOCATION AND DESIGNATION
EW-8 EXTRACTION WELL LOCATION AND DESIGNATION
[4.4] DRO in mg/l
[0.5] PAH COMPOUND EXCEEDANCE in ug/l
N
SCALE
0
100
Feet
COOPER POWER SYSTEMS
WAUKESHA, WISCONSIN
DRO CONCENTRATIONS AND PAH EXCEEDANCES IN GROUNDWATER (July, 2004)
DATE: 8/18/04
DESIGNED: HJW
CHECKED: HWY
APPROVED: HWY
DRAWN: HJW
PROJ: 2202.019
GeoTrans, Inc.
Figure 1


MFG. BUILDING
COIL BUILDING
Closed Former Transformer Oil USTs
20,000
20,000
20,000
20,000
CORE BUILDING
Closed Former Transformer Oil USTs
Storm Sewer
Approx. Property Line
(828.09)
MW-1
[4.4]
826
824
822
820
818
816
814
812
MW-2
(824.30)
[29]
EW-6
(818.41)
[ND]
(820.90)
MW-9
[0.061]
benzo(a)pyrene
EW-10
(818.21)
[ND]
Oil/Water Separator
MW-7R
(817.48)
[0.9]
B-12
MW-6R
(813.86)
[91]
[9.5] - chrysene
Power Pole
MW-4R
B-11
(811.59)
[2]
(809.71)
MW-5
B-10
[1.6]
(811.46)
[0.15]
MW-6R
B-13
North Street
R.R. SPUR
C M St. P & P Railroad
Fox
164
EXPLANATION
MW-1 TEST WELL LOCATION AND DESIGNATION
EW-6 EXTRACTION WELL LOCATION AND DESIGNATION
826 WATER LEVEL CONTOUR (ft. msl)
(828.09) WATER LEVEL ELEVATION (ft. msl) (Sep 03)
[4.4] DRO in mg/l (Sep 03)
[9.5] PAH COMPOUND EXCEEDANCE in ug/l (Dec 03)
N
SCALE
0
100
Feet
COOPER POWER SYSTEMS
WAUKESHA, WISCONSIN
WATER TABLE CONTOUR MAP
WITH DRO IMPACTS AND
PAH EXCEEDANCES
(September and December, 2003)
DATE: 12/23/03
DESIGNED: HJW
CHECKED: HJW
APPROVED: HJW
DRAWN: HJW
PROJ.: 2026.09
GeoTrans, Inc.
Figure B-2



SIMON HYDRO-SEARCH
Brookfield Lakes Corporate Center XII
175 N. Corporate Drive, Suite 100
Brookfield, Wisconsin 53045

Dsgn. by:	Chk. by:	Apprv. by:
PROJECT: 458115393	DATE: 08/19/92	

COOPER INDUSTRIES
WAUKESHA, WISCONSIN

GEOLOGIC CROSS-SECTION A - A'

DRAWING NO.: 1539-7 | FIGURE: 4-1

Attachment B.12 – Certification Statement

I certify, to the best of my knowledge, that the legal descriptions of all properties within or partially within the contaminated site boundaries are attached to the statement.

(Signature) 1/30/04 (Date)

Printed Name: Ralph Schwartz Company Name: Cooper Power Systems

Address: 1900 E. North St, Waukesha, WI 53188

Telephone Number: (262) 524-4467 FAX Number: (262) 524-4544

COOPER Power Systems
1900 E. North St.
Waukesha, WI53188

December 13, 2004

Mr. Paul Feller
Director of Public Works
City of Waukesha
130 Delafield Street
Waukesha, WI 53188

Mr. Thomas Neill
Town Clerk
City of Waukesha
201 Delafield Street
Waukesha, WI 53188

Mr. Tony Barth
Supervisor of Maintenance
Wisconsin Department of Transportation
PO Box 798
Waukesha, WI 53187-0798

Re: Right-of-Way at 1900 E. North Street (Highway 164), Waukesha, Wisconsin 53188
WDNR FID 268088810, Cooper Power Systems

Dear Sirs:

Cooper Power Systems has requested closure related to environmental issues from the Wisconsin Department of Natural Resources (WDNR) for our manufacturing facility at 1900 E. North Street (Highway 164), Waukesha, Wisconsin. This request has been conditionally approved by the WDNR in a letter dated October 26, 2004 (included as an attachment).

As part of the conditional approval, the WDNR requested that Cooper Power Systems notify you that residual groundwater contamination may reside under Highway 164. Providing this written notification to the government entities controlling this stretch of Highway 164 is a condition of closure to satisfy the requirements of s. NR 726.05(2)(b)4 and (3)(a)4.g.

You may remember that, in 1996, the Wisconsin State Department of Transportation (WiDOT) expanded and reconstructed Highway 164 adjacent to our facility. Cooper Power Systems worked with WiDOT to sample soils under the roadway and excavate any impacted soils. During this road project, the extent of off-site soils with DRO impacts greater than 100 ppm was

defined. Based on these results, 490 tons of impacted soils from 4,375 square feet of highway were excavated and taken to Orchard Ridge Landfill in Menomonee Falls.

Groundwater contamination that appears to have originated on the Cooper Power Systems property has historically migrated under Highway 164. In the May and July 2004 groundwater monitoring events, low levels of chrysene (< 10 ppb) detected in one groundwater monitoring well were above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. However, these groundwater impacts are stable and are expected to naturally degrade over time.

Cooper Power Systems believes that allowing natural attenuation to complete the groundwater cleanup at this site will meet the requirements for case closure that are found in chapter NR 726, Wisconsin Administrative Code. Closure means that the WDNR will not be requiring any further investigation or cleanup action to be taken, other than the reliance on natural attenuation.

Since the source of these groundwater impacts is not on your property, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of this groundwater contamination, as long as you and any subsequent owners comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to your property for environmental investigation or cleanup if access is required. For further information on the requirements of section 292.13, Wisconsin Statutes, you may call 1-800-367-6076 or 608-264-6020 to obtain a copy of WDNR publication RR-589, Fact Sheet 10: Guidance for Dealing with Properties Affected by Off-Site Contamination.

All properties granted closure by the WDNR where groundwater contamination exceeds chapter NR 140 groundwater enforcement standards will be listed on the WDNR's geographic information system (GIS) Registry of Closed Remediation Sites. This GIS Registry is available to the general public on the WDNR internet site. The information on the GIS Registry includes maps showing where groundwater contamination above chapter NR 140 enforcement standards was found at the time that the case was closed. The maps for this site include the four monitoring wells installed east of Highway 164, of which the southernmost well has shown the chrysene impacts noted previously. As part of the conditional closure approval, these wells were abandoned per chapter NR 141 requirements on December 13, 2004.

Should you or any subsequent property owner wish to construct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future will first need to call the Diggers Hotline (1-800-242-8511) if your property is located outside of the service area of a municipally-owned water system, or contact the Drinking Water program with the WDNR if your property is located within the designated service area of a municipally-owned water system, to determine if there is a need for special well construction standards.

If you should have any questions about this letter, please feel free to contact me. Brenda Boyce is the WDNR Hydrogeologist overseeing the site closure; her telephone number is (262) 574-2140.

Sincerely,

Ralph Schwartz

Attachment

Cc: Brenda Boyce, WDNR
Heidi Yantz, GeoTrans, Inc.
Nelson Olavarria, Cooper Industries
Darren Shequen, Cooper Power Systems

WC3270624-013

DEED RESTRICTION

000271 APR 27 05

3270624

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

04-27-2005 11:04 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE:	28.00
REC. FEE-CO:	5.00
REC. FEE-ST:	2.00
TRAN. FEE:	
TRAN. FEE-STATE:	
PAGES:	13

Recording Area

WAKC1002990
Parcel Identification Number

Pd
3
13

After Recording Return To:
LandAmerica/Lawyers Title
7557 Rambler Rd., Ste 1200
Dallas, TX 75231
File No.: ACC 05-1041

Accommodation Recording Only

PRESENTED FOR RECORDING IN
SOILED/DAMAGED CONDITION

000272 APR 27 08

DOCUMENT NUMBER | DEED RESTRICTION

Declaration of Restrictions

In Re:
The properties conveyed by six (6) separate warranty deeds, with the legal descriptions contained in Exhibit A, attached to and made a part of this deed restriction, that together constitute Waukesha County tax parcel WAKC1002990.

Recording Area

Cooper Power Systems Inc.
1900 E. North Street
Waukesha, WI 53188

WTM Coordinates 664893, 285335

STATE OF WISCONSIN)
) ss
COUNTY OF Waukesha)

WAKC1002990
Parcel Identification Number

WHEREAS, Cooper Power Systems Inc., as successor via merger to the RTE Corporation, is owner of the above-described property.

WHEREAS, one or more petroleum hydrocarbon discharges have occurred on this property, and as of June 2003 when soil samples were collected on the property, petroleum hydrocarbon contaminated soil remained on this property at the following locations: the areas north and west of the Core Building, north and east of and within the Main Manufacturing Building, and south and east of the Coil Building, which are outlined in green on the attached figure, Exhibit B, and hereby made part of this restriction.

WHEREAS, petroleum hydrocarbon-contaminated groundwater remains on this property, and as of July 2004 when groundwater samples were collected on the property, petroleum hydrocarbon-contaminated groundwater exceeding NR 140 groundwater Enforcement Standards was found at the following location: monitoring well MW-9 which is outlined in green on the attached figure, Exhibit B, and hereby made part of this restriction.

WHEREAS, it is the desire and intention of the property owner to impose on the property restrictions which will make it unnecessary to conduct further soil remediation activities on the property at the present time.

NOW THEREFORE, the owner hereby declares that all of the property described above is held and shall be held, conveyed or encumbered, leased, rented, used, occupied and improved subject to the following limitations and restrictions:

- Structural impediments (plant buildings, concrete pads and asphalt) existing at time of clean-up made complete remediation of the soil contamination on this property impracticable. If the aforementioned structural impediments on this property are removed, the property owner shall conduct an investigation of the degree and extent of petroleum hydrocarbon contamination. To the extent that contamination is found at that time, the Wisconsin Department of Natural Resources shall be immediately notified and the property owner at that time shall properly remediate the contamination in accordance with applicable statutes and rules. If the currently-inaccessible contaminated soil that remains on the property is excavated in the future, it shall be sampled and analyzed and may require treatment or disposal as a solid or hazardous waste.

- The paved surfaces and the building foundations that existed on the above-described property on the date that this restriction was signed form a barrier that must be maintained in order to prevent direct contact with residual soil contamination that might otherwise pose a threat to human health. These structures are also required in order to minimize the infiltration of water and prevent additional groundwater

PRESENTED FOR RECORDING
SOILED/DAMAGED

contamination that would violate the groundwater quality standards in ch. NR 140, Wis. Adm. Code. The paved surfaces and the building foundations shall be maintained on the above-described property in the locations shown on the attached map, labeled Exhibit B, unless another barrier, with an infiltration rate of 10-7 cm/sec or less, is installed and maintained in their place. The existing structures, and any replacement barrier with an infiltration rate of 10-7 cm/sec or less, shall be maintained on the above-described property in compliance with the Operations and Maintenance Plan dated February 2005 (Exhibit C), that was submitted to the Wisconsin Department of Natural Resources by Cooper Power Systems, as required by Section NR 724.13(2), Wis. Adm. Code (1999).

- The following activities are prohibited on that portion of the property outlined in green on the attached figure, Exhibit B, where a cap or cover has been placed over areas where soil exceeds suggested generic residual contaminant levels (RCLs) for diesel range organics for direct contact and/or protection of ground water unless prior written approval has been obtained from the Wisconsin Department of Natural Resources or its successor or assign: 1) Excavating or grading of the capped or covered land surface; 2) Filling in the capped area; 3) Plowing the capped or covered areas for agricultural cultivation; and 4) Construction or installation of a building or other structure with a foundation that would sit on or be placed within the cap or cover.

This restriction is hereby declared to be a covenant running with the land and shall be fully binding upon all persons acquiring the above-described property whether by descent, devise, purchase or otherwise. This restriction inures to the benefit of and is enforceable by the Wisconsin Department of Natural Resources, its successors or assigns. The Department, its successors or assigns, may initiate proceedings at law or in equity against any person or persons who violate or are proposing to violate this covenant, to prevent the proposed violation or to recover damages for such violations.

Any person who is or becomes owner of the property described above may request that the Wisconsin Department of Natural Resources or its successor issue a determination that one or more of the restrictions set forth in this convenant is no longer required. Upon the receipt of such a request, the Wisconsin Department of Natural Resources shall determine whether or not the restrictions contained herein can be extinguished. If the Department determines that the restrictions can be extinguished, an affidavit, attached to a copy of the Department's written determination, may be recorded by the property owner or other interested party to give notice that this deed restriction, or portions of this deed restriction, are no longer binding.

By signing this document, Robert W. Teets, V.P., Cooper Power Systems, Inc. asserts that he is duly authorized to sign this document on behalf of Cooper Power Systems, Inc., as successor via merger to the RTE Corporation.

IN WITNESS WHEREOF, the owner of the property has executed this Declaration of Restrictions, this 14th day of February, 2005.

Signature: Robert W. Teets
Printed Name: Robert W. Teets

Subscribed and sworn to before me this 14th day of February 2005.

Jeanetta Aguirre
Notary Public, State of Texas

JEANETTA AGUIRRE
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 1-9-2006

My commission expires January 9, 2006

This document was drafted by GeoTrans, Inc. based on information provided by the Department of Natural Resources and Cooper Power Systems, Inc.

PRESENTED FOR RECORDING IN
SOILED/DAMAGED

000274 APR 27 05

Exhibit A

Six warranty deeds that together constitute
Waukesha County Tax Parcel WAKC1002990

PRESENTED FOR RECORDING IN
SOILED/DAMAGED CONDITION

000275 APR 27 18

DOCUMENT NO. 425163

VOL 682 PAGE 328

This indenture, Made this First day of October A. D., 19 55, between R T & E Company, a Corporation duly organized and existing under and by virtue of the laws of the State of Illinois, located at 1900 E. North St., Waukesha, Wisconsin, party of the first part, and R T & E Corporation, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at 1900 E. North St., Waukesha, Wisconsin, party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of $1.00 and other good and valuable consideration.

to it paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate situated in the County of Waukesha and State of Wisconsin, to-wit:

That part of NW 1/4 of Sec. 35, Twp. 7N, Range 19E, viz;commencing at point where W 1/4 line of Sec.35 intersects center line of State Tk.Hyway#164, then N 16° 00' E along said line 320.95 Ft. to beginning of parcel hereafter described;then N 36° 23' W 179.19 Ft; then N 00° 03' W, 167.33 ft; then N 7°45' E, 106.72 ft; then W parallel to W 1/4 line of section being also N line of city limits of City of Waukesha, 474.21 ft; then N 00° 40' E parallel to W line of NW 1/4 of Sec.35, 270.00 ft; then E parallel to the W 1/4 line of section, 528.00 ft, then N 89° 17' E, 261.72 ft. to center line State Tk. Hyway#164; then S 20° 19' W along center line 211.10 ft, then along center line S 19° 06' W, 44.16 ft; then along center line, S 18° 04' W, 240.50 ft; then along center line S 16° 57' W 31.10 ft; then along center line S 16° 00' W, 200.26 ft. to place at beginning, containing 6.017 acres more or less. Except right of way to be used in common with others, 16.00 ft wide, center line of which begins at point 8.07 ft E of E end of line in above parcel which bears W 474.21 ft; then S 7° 45' W, 107.20 ft, then S 00° 03' E, 164.15 ft; then S 36° 23' E, 170.40 ft to center line of State Tk Hyway#164, more or less. Also except land conveyed in Doc.295576, dtd. Nov.1,1946,rec. Nov.21, 1946 in Vol.426 Deeds,Pg.23, Waukesha County. Also except land conveyed in Doc.341008,dtd. June 16,1950, rec. Aug. 4, 1950, in Vol. 524 Deeds, Pg. 569, Waukesha, County.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its successors and assigns FOREVER.

And the said R T & E Company party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, Except as heretofore described

and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT and DEFEND.

In Witness Whereof, the said R T & E Company party of the first part, has caused these presents to be signed by Rolland D. Nelson its President, and countersigned by George A. Davey its Secretary, at Waukesha Wisconsin, and its corporate seal to be hereunto affixed, this First day of October A. D., 19 55

SIGNED AND SEALED IN PRESENCE OF R T & E Company
Corporate Name

Harry Primakow
Harry Primakow

Rolland D. Nelson
Rolland D. Nelson
President

J. J. Newhouse
J. J. Newhouse

COUNTERSIGNED:
George A. Davey
George A. Davey
Secretary

STATE OF WISCONSIN,
Waukesha County. } ss.

Personally came before me, this First day of October A. D., 19 55, Rolland D. Nelson, President, and George A. Davey, Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

Received for Record this 2nd day of Oct A. D., 19 55 at 4:30 o'clock P. M.

Marie L. Lattimer
Register of Deeds
Deputy Register of Deeds

(SEAL) Erwin E. Nemmers
Notary Public, Milwaukee County, Wis.
My commission expires May 7 A. D., 1958

No Federal Revenue Stamps

000276 APR 27 58

DOCUMENT NO. 486113 VOL. 785 PAGE 339

This indenture, Made this 26th day of September A. D. 19 58
between Harvey F. Kienow, never married

part Y of the first part, and
R T & E Corporation

a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Waukesha Wisconsin, party of the second part.

Witnesseth, That the said party Y of the first part, for and in consideration of the sum of $1 (One Dollar) and other good and valuable consideration

to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, ha S given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate, situated in the County of Waukesha and State of Wisconsin, to-wit:

All that part of the Northwest one quarter of section 35, Township 7 North, range 19 East, City of Waukesha, Wisconsin described as follows, to-wit: Commencing at the Southeast corner of Lot 13, Block 1 of Park View Subdivision as recorded in the Office of the Register of Deeds for Waukesha County, thence North along the East line of said lot 13, 64.57 feet to the South line of lands owned by R T & E Corporation; thence Easterly along said South line 60.0 feet; thence South and parallel to the East line of said Lot 13, 124.57 feet; thence Westerly and parallel to the aforementioned South line 60.0 feet to the East line of said Lot 13 extended; being also the East line of said Subdivision and the Easterly terminus of Palmer Street; thence North 60.0 feet to the point of commencement with the right in the grantee and successors to alter the level of the surface of the land as is convenient to the grantee and with the right retained in the grantor and successors to pass over so much of the land as is a projection of Palmer Street for purposes of ingress and egress to Palmer Street.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part Y of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its successors and assigns FOREVER.

And the said Harvey F. Kienow

for his heirs, executors and administrators, do es covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents he is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever no exceptions

and that the above bargained premises in the quiet and peaceful possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof he will forever WARRANT AND DEFEND.

In Witness Whereof, the said party Y of the first part ha S hereunto set his hand and seal this 26th day of September A. D. 19 58

Signed and Sealed in Presence of

Erwin E. Nemmers

Erwin E. Nemmers

G. A. Davey

Harvey F. Kienow (SEAL)

(SEAL)

(SEAL)

(SEAL)

I certify this instrument was drawn by me E. E. Nemmers, Atty.

STATE OF WISCONSIN, County of Waukesha } ss.

Personally came before me, this 26th day of September A. D. 19 58 the above named Harvey F. Kienow

to me known to be the person who executed the foregoing instrument and acknowledged the same.

Received for Record this 26th day of September A. D. 19 58 at 2:55 o'clock P.M.

Register of Deeds

Deputy Register of Deeds

(SEAL)

G. A. Davey

Notary Public, Milwaukee County, Wis.

My commission expires January 18 A. D. 19 59

STATE OF WISCONSIN

000277 APR 2 8

WARRANTY DEED.

STATE OF WISCONSIN—FORM No. 1

446011 Section 235.16, Wisconsin Statutes VOL 717 PAGE 589

This Indenture, Made this 14 day of September A. D., 1956

between Victor Gascoigne and Azalea H. Gascoigne, his wife

parties of the first part, and

R T & E CORPORATION, A Wisconsin Corporation

party of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of one dollar and other good and valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its heirs and assigns forever, the following described real estate, situated in the County of Waukesha and State of Wisconsin, to-wit:

Parcel 1. NW¼ Sec35T7R19E Com at a point on the ctr line of Hy 164 128.7 ft NE of W¼ line then N16°00'E192.25 ft, then N36°23'W179.19 ft, then N00°3' W167.33 ft, then N7°45'E106.72 ft, then W474.21 ft. then S00°40'W390 ft then W82.5 ft then S00°40'W210,6 ft, then S89°51'E 602.77 ft to beginning (Exc parcel 2) as in V591 P382 of Deeds. Parcel 2. NW¼ Sec35T7R19E Com ctr North St 231.7 ft N of W¼ line: then W175 ft then N 100 ft then E 200 ft to ctr North Street then S14°2'W on ctr North St 103 ft to beginning as in V514P411 of Deeds.

Together with all rights, if any, to easements as follows: 1. Commencing at the intersection of the W¼ line of Sec 35T7R19E, Waukesha County, with center line of State Hy #164 thence N16°00' E 521.21 ft, then N16°57'E 31.10 ft, then N18°04'E240.50 ft then N19°06'E 16.10 feet, this being the point of beginning of the easement which lies 16 feet wide and immediately south of the line commencing at this point and running N77°18' West 228.42 ft. 2. 16.00 feet in width, the center line of which is described as follows: Beginning at a point which is 8.07 feet east of the East end of the line in the above described parcel 1 which bears West 474.21 feet; thence South 7° 45' West, 107.20 ft; thence South 00°03' East, 164.15 ft; thence South 36°23' East, 170.40 ft to the ctr line of the State Trunk Highway #164, more or less.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said parties of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its heirs and assigns FOREVER.

And the said Victor Gascoigne and Azalea H. Gascoigne, his wife for their heirs, executors and administrators, do covenant, grant, bargain, and agree to and with the said party of the second part, its heirs and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, no exceptions

and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, they will forever WARRANT AND DEFEND.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals this 14 day of September A. D. 1956

SIGNED AND SEALED IN PRESENCE OF

Lucian L. Nitecke

Lucian L. Nitecke

Stanley M. Schmelter

Stanley M. Schmelter

Victor Gascoigne (SEAL)

Victor Gascoigne

Azalea H. Gascoigne (SEAL)

Azalea H. Gascoigne, his wife

NOTE.—The names of the pa... Section 39.51 (1) (11) ... witnesses and notary must be printed or typewritten thereon to entitle it to be recorded.

8-283

DOCUMENT NO. 867713

TRANSFER 00278 APR 27 75

$ 40.00 FEE

STATE OF WISCONSIN—FORM 1

THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE } ss. 867713
Waukesha Co. Wis. } No.

RECEIVED FOR RECORD THE 13 DAY
NOVEMBER A. D., 19 73 AT 1142
O'CLOCK P.M. & RECORDED IN REEL 60
OF RECORDS IMAGE 443

Michael J. Hasslinger
REGISTER

RETURN TO

THIS INDENTURE, Made this 13th day of November A. D. 19 73
between James Scariot and Carol Scariot his wife

RTE Corporation part ies of the first part, and

part y of the second part,

Witnesseth, That the said part ies of the first part, for and in consideration of the sum of Forty Thousand & No/100 Dollars

to them in hand paid by the said part y of the second part, the receipt whereof is hereby confessed and acknowledged, ha ve given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey, and confirm unto the said part y of the second part, its heirs and assigns forever, the following described real estate, situated in the County of Waukesha and State of Wisconsin, to-wit:

All that part of the Northwest 1/4 of Section 35 in Town 7 North, Range 19 East, bounded and described as follows: Commencing at a point where the West 1/4 line of Section 35 intersects the center line of State Trunk Highway #164; thence North 16°00' East along said center line, 321.21 feet; thence continuing along the center line of said highway on the following courses; North 16°57' East, 31.10 feet; North 18°04' East, 240.50 feet; North 19°06' East, 16.10 feet to the place of beginning of the parcel hereinafter described; thence continuing North 19°06' East along the center line of the highway 28.06 feet; thence North 20°19' East along the center line, 211.10 feet; thence South 89°17' West, 261.72 feet; thence West, parallel to the West 1/4 line of the Section, 61.10 feet; thence South 5°50' East, 171.89 feet; thence South 77°18' East, 228.42 feet to the place of beginning. EXCEPTING THEREFROM that part thereof conveyed to Waukesha County, for highway purposes by an instrument recorded in Volume 523 of Deeds on page 119 as Document No. 339969 Waukesha County Records.

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part ies of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto the said part y of the second part, and to its heirs and assigns FOREVER.

And the said James Scariot and Carol Scariot his wife

for their heirs, executors and administrators, do covenant, grant, bargain, and agree to and with the said part y of the second part, its heirs and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever,

No exceptions

and that the above bargained premises in the quiet and peaceable possession of the said part y of the second part, its heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, they will forever WARRANT AND DEFEND.

In Witness Whereof, the said part ies of the first part ha ve hereunto set their hand s and seal s this 13th day of November A. D., 1973

SIGNED AND SEALED IN PRESENCE OF

W. C. Thoms

L. B. Hardy

James Scariot (SEAL)

(SEAL)

Carol Scariot his wife

(SEAL)

(SEAL)

State of Wisconsin, Waukesha County. } Personally came before me, this 13th day of November A. D., 1973 the above named James Scariot and Carol Scariot, his wife

to me known to be the person s who executed the foregoing instrument and acknowledged the same.

(Edna D. Weiss)

THIS INSTRUMENT WAS DRAFTED BY

Erwin E. Nemmers

NOTARY SEAL

Notary Public, Waukesha County, Wis.

My commission (expires) (is) October 10, 1976

(Section 59.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary. Section 59.513 similarly requires that the name of the person who, or firm or corporate or municipal agency which, drafted such instrument, shall be printed, typewritten, stamped or written thereon in a legible manner.)

WARRANTY DEED STATE OF WISCONSIN FORM No. 1

Wisconsin Law Blank Company, Milwaukee, Wis.

PRESENTED FOR
SOILED/DAMAGED

000279 APR 27 72

VOL 854
823736

TRANSFER
$ 4.50
FEE

STATE BAR OF WISCONSIN — FORM 1
WARRANTY DEED
THIS SPACE RESERVED FOR RECORDING DATA

REGISTER'S OFFICE } ss
Waukesha Co. Wis. } No. 823736

RECEIVED FOR RECORD THE 27th DAY
JULY, A. D. 1972 AT 9:00
O'CLOCK A.M. & RECORDED IN REEL 11
OF RECORDS IMAGE 854

Michael J. Haasbinger
REGISTER

RETURN TO RTE Corp.
P- at Dak. Sq.
2' Mile Road Wis.

Key #
This is ____ homestead property.

This Deed, made between Harvey F. Kienow and Judy A. Kienow, his wife

Grantor, and RTE Corporation

Grantee,

Witnesseth, That the said Grantor, for a valuable consideration of $4500.00 conveys to Grantee the following described real estate in Waukesha County, State of Wisconsin: All that part of the Northwest Quarter (NW¼) of Section 35, Town 7 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin bounded and described as follows: Commencing at the intersection of the West Quarter line of said Section 35 with the former center line of S.T.H. "164"; thence North 15°22'21" East(described as North 14°02' East in Raether description)along said former center line, 77.2 feet to the southeast cornar of the Raether property; thence North 88°39'39" West (described as West in Raether description) along the South line of said Raether property, 125 feet to the point of beginning of the Lands herein to be described; thence South 15°22'21" West 31.29 feet; thence South 89°02'06" West 395.43 feet to the RTE Corp. property line; thence North along said property line, 80 feet to an angle point in said property line; thence North 89°02'06" East along the south line of the RTE Corp. property 404.89 feet to the northwest corner of the Raether property; thence South 1°20'21" West (described as North in Raether description) 50 feet to the point of beginning.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining:
And Grantors warrant
that the title is good, indefeasible in fee simple and free and clear of encumbrances except...Reservation set forth in Warranty Deed dated May 10, 1910 and recorded May 12, 1910 in Volume 128 of Deed: at page 201, Register of Deeds, Waukesha County
and will warrant and defend the same.

Executed at Waukesha, Wisconsin this 27th day of July 1972

SIGNED AND SEALED IN PRESENCE OF

Harvey F. Kienow (SEAL)
Harvey F. Kienow

Judy A. Kienow (SEAL)
Judy A. Kienow

(SEAL)

(SEAL)

Signatures of
authenticated this day of 19

Title: Member State Bar of Wisconsin or Other Party
Authorized Under S.

STATE OF WISCONSIN }
Waukesha County. } ss.

Personally came before me, this 27th day of July 1972
the above named Harvey F. Kienow and Judy A. Kienow
to me known to be the person who executed the foregoing instrument and acknowledged the same

THIS INSTRUMENT WAS DRAFTED BY

L. M. Rizzo

Erwin E. Nemmers

Notary Public, Waukesha County, Wis.

My commission (expires) (is) April 8, 1973

Names of persons signing in any capacity should be typed or printed below their signatures.

WARRANTY DEED — STATE BAR OF WISCONSIN FORM No. 1 — 1971 — Wisconsin Legal Blank Company, Milwaukee, Wis.

PRESENTED FOR RECORDING IN
SOILED/DAMAGED CONDITION

DOCUMENT NO.

698804

WARRANTY DEED
TO CORPORATION
STATE OF WISCONSIN—FORM 4

THIS SPACE RESERVED FOR RECORDING DATA

TAX KEY NO.

RETURN TO

THIS INDENTURE, Made this 31st day of October, A. D. 19 67, between Joseph R. Himden and Kay F. Himden, his wife

part ies of the first part, and R T F Corporation, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Waukesha, Wisconsin, party of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of One ($1.00) Dollar and other good and valuable consideration,

to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, ha ve given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate, situated in the County of Waukesha and State of Wisconsin, to-wit:

All that part of Lot 17, Gascoigne Addition, City of Waukesha, bounded and described as follows: Beginning at the Southeast corner of said Lot 17; thence West on the South line of said Lot 17, 15 feet; thence North 16° 42' East, 52.20 feet to a point on the East line of said Lot 17; thence South along the East line of said Lot 17, 50 feet to the point of beginning.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part ies of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its successors and assigns FOREVER.

And the said Joseph R. Himden and Kay F. Himden, his wife

for themselves, their heirs, executors and administrators, do covenant, grant, bargain, and agree, part ies of the first part, to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, except easements, liens and encumbrances of record, building codes, zoning ordinances and other laws, rules or regulations, which may relate to said described premises,

and that the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, they will forever WARRANT AND DEFEND.

In Witness Whereof, the said part ies of the first part ha ve hereunto set their hands and seals this 31st day of October, A. D., 19 67.

SIGNED AND SEALED IN PRESENCE OF

Jean Kitzrow

Edna D. Weiss

Joseph R. Himden (SEAL)
Joseph R. Himden

Kay F. Himden (SEAL)
Kay F. Himden

(SEAL)

(SEAL)

State of Wisconsin, Waukesha County.

Personally came before me, this 31st day of October, A. D., 19 67, the above named Joseph R. Himden and Kay F. Himden, his wife

to me known to be the persons who executed the foregoing instrument and acknowledged the same.

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THIS INSTRUMENT WAS DRAFTED BY

Scott K. Lowry, Attorney.

(NOTARY SEAL)

Shelby F. Jones
Shelby F. Jones
Notary Public, Waukesha County, Wis.
My commission (expires) (is) 12/24/71

(Section 59.11 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary. Section 59.11 similarly requires that the name of the person who, or governmental agency which, drafted such instrument, shall be printed, typewritten, stamped or written thereon in a legible manner.)

WARRANTY DEED—TO CORPORATION—FORM No. 4

SOILED, DAMAGED OR ILLEGIBLE

0000280 APR 28

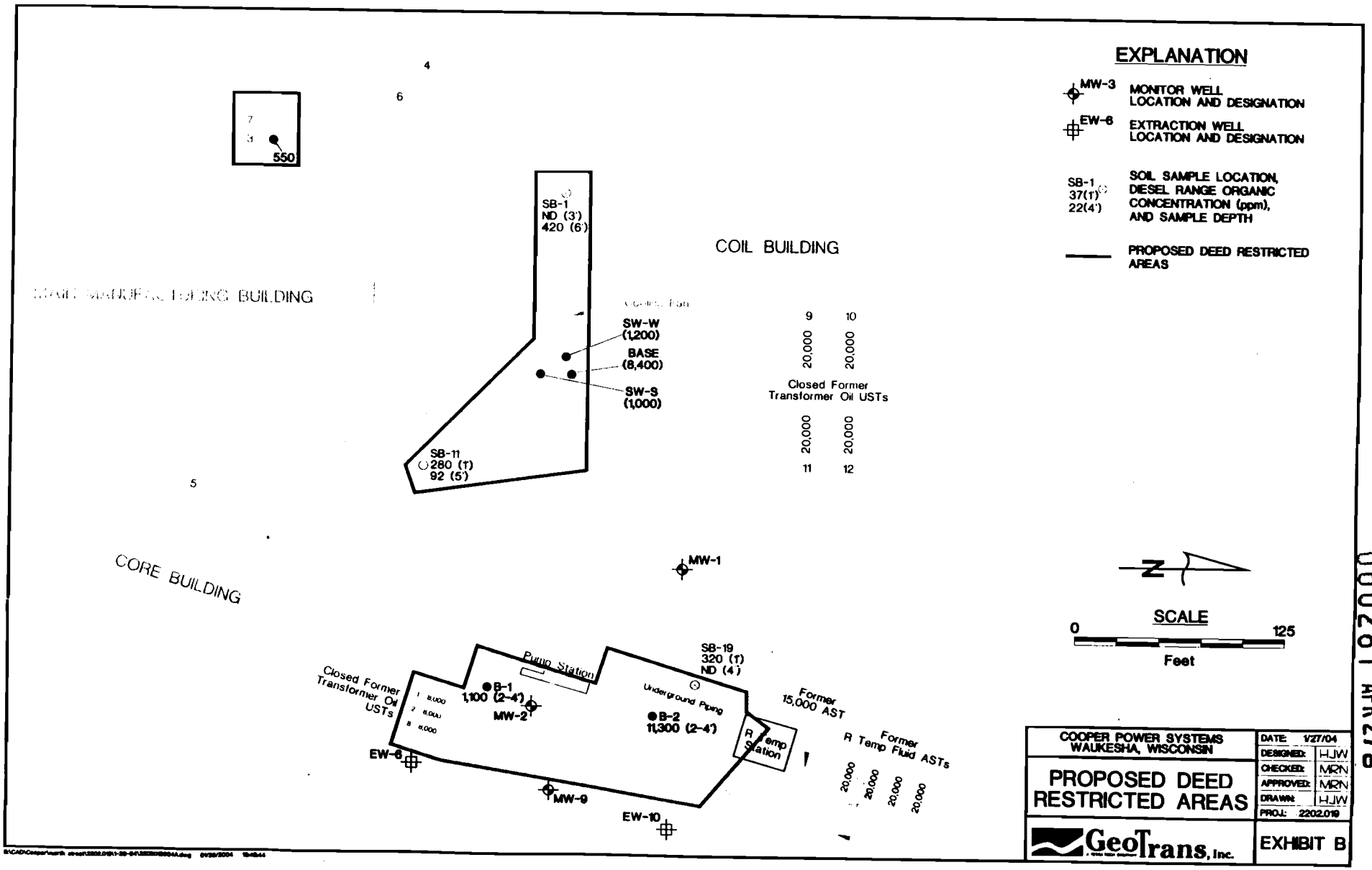

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EXHIBIT C

OPERATION AND MAINTENANCE PLAN
ENGINEERED CONTROLS
Issued February 2005

1.0 Purpose

Currently, engineered controls are in placed over residually impacted soils at the Cooper North Street facility. These controls are the manufacturing buildings, asphalt driveways and concrete pads for equipment. Exhibit A shows the impacted areas over which these controls are in place.

These engineered controls serve to minimize or eliminate potential infiltration of precipitation through the residually impacted soils. The purpose of this document is to outline the baseline operation and maintenance (O&M) requirements for the upkeep of these controls to continue effectively operating as a barrier to infiltration of precipitation and to channel surface water away from the area.

2.0 Operation and Maintenance

2.1 Visual Inspection

A visual inspection of the condition of the asphalt and concrete will be performed on a semi-annual basis immediately before and after the winter season (May and November). The inspection will include a thorough walk over of the area for visual signs of cracks, potholes, wearing patterns and surface puddling. Observations will be recorded and photo documented. Appropriate actions will be taken as noted below depending on the results of the inspection.

2.2 Maintenance Activities

2.2.1 Cracks and Potholes

Any cracks identified in the pavement up to 0.5 inches will be filled or sealed with commercially available liquid asphalt filler. Potholes or cracks exceeding 0.5 inches in width will be filled with commercially available blacktop patch. If cracks are found to exceed 25 percent of the pavement (e.g., an alligator crack pattern develops over a larger area), the pavement will be removed and replaced.

2.2.2 Blacktop Sealing

The entire blacktop cover over the specified area will sealed with a commercially available blacktop sealer every two to three years. Prior to sealing, any areas of noted excessive surface

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puddling will also be filled in with patch and graded to promote channeling water away from the area.

2.2.3 Structural Changes

In the unlikely event that a building structure should be altered to reduce its footprint, any areas that would be exposed to precipitation will be covered with asphalt, concrete or other generally accepted engineered controls.

2.3 Excavated Soils from Future Construction Activities

If impacted soils are excavated during future construction activities, they will be characterized and disposed of properly off-site. The WDNR will be notified accordingly.

3.0 Documentation

A file will be kept at the facility maintenance office that will include copies of all photo documentation with the date and description of each picture. In addition, receipts for all O&M expenses will be kept in the file; such expenses could include liquid sealer, asphalt patch and the contractor to be used for the bi-annual sealing.

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