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COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

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September 12, 2014

ExxonMobil Environmental Service

Jewel Cox

1016 Poplar Avenue, Suite 106, #232

Collierville, TN 38017

RE: **ExxonMobil Remedy Consent Order**
Sunoco Logistics Manassas Terminal Facility
EPA ID No. VAD048565279

Dear Ms. Cox:

Enclosed is a copy of the fully executed Consent Order for ExxonMobil Oil Corporation ("ExxonMobil") concerning the Sunoco Logistics Manassas Terminal Facility. No comments were received during the 30-day public comment period. The Order was signed by the Director of Land Protection and Revitalization and the Director of the Division of on behalf of the Board on September 9, 2014 and is effective from that date.

Thank you for your cooperation in this matter. If you have questions, please contact me at (804) 698-4251 or Russell.Deppe@deq.virginia.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Russell Deppe".

Russell Deppe
Land Protection Enforcement Manager

Enclosure

cc: Case File
Jutta Schneider
Kurt Kochan
Jefferson Reynolds
Jeff Steers

COMMONWEALTH OF VIRGINIA
WASTE MANAGEMENT BOARD AND
THE DEPARTMENT OF ENVIRONMENTAL QUALITY

In re.)
)
ExxonMobil Oil Corporation)
)
SUNOCO LOGISTICS)
MANASSAS TERMINAL FACILITY)
)
EPA ID No. VAD048565279)
)

)

REMEDY CONSENT ORDER

DATE: July 24, 2014

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D	BASELINE REPORT
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SECTION I: BACKGROUND

1. Purpose of Consent Order. This is a Consent Order issued under the authority of Va. Code §§ 10.1-1402(19) - (21), 10.1-1404(B)(3), 10.1-1186(2), and 10.1-1455(F), between the Virginia Department of Environmental Quality ("DEQ"), pursuant to authority delegated by the Virginia Waste Management Board ("Board"), and ExxonMobil Oil Corporation ("ExxonMobil"), regarding the Sunoco Logistics Manassas Terminal Facility, for the purpose of requiring Remedial Action due to a Release of Waste Material within the jurisdiction of the Board at the Site. The purpose of this Consent Order is to describe the requirements for Remedial Action.
2. Agency Oversight. The Work conducted by ExxonMobil pursuant to this Consent Order is subject to concurrence, oversight and enforcement by the Board and DEQ, an agency of the Commonwealth of Virginia authorized to act on behalf of, and in the best interest of the Board to oversee the investigation and/or remediation of a Release or threatened Release of any Waste Material at or from the Site. The Work conducted by ExxonMobil shall be consistent with this Consent Order, all applicable laws and regulations, and any appropriate guidance documents.
3. No Admission of Liability. DEQ and ExxonMobil recognize that this Consent Order has been negotiated in good faith and that the actions undertaken by ExxonMobil in accordance with this Consent Order do not constitute an admission of any liability. ExxonMobil does not admit, and retains the right to controvert in any subsequent proceedings, other than proceedings to implement or enforce this Consent Order, the validity of the findings of fact, conclusions of law, and determinations in this Consent Order. ExxonMobil agrees to comply with and be bound by the terms of this Consent Order and further agrees that it will not contest the basis or validity of this Consent Order or its terms.
4. Recorded Release of Waste Material. The Facility is subject to the Corrective Action program under the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA) of 1976, and the Hazardous and Solid Waste Amendments (HSWA) of 1984, 42 U.S.C. §§ 6901 et seq. (Corrective Action Program). The Corrective Action Program is designed to ensure that certain facilities subject to RCRA have investigated and cleaned up any releases of hazardous waste and hazardous constituents that have occurred at their respective facilities.

Documented Releases of Waste Material, including benzene and methyl tertiary butyl ether (MTBE), occurred at the Facility. The Waste Material is a substance within the jurisdiction of the Board and is to be addressed by a Remedial Action described in this Consent Order. In response to the Release, ExxonMobil conducted a RCRA Facility Investigation and Corrective Measures Study for the Site between October 11, 2000 and February 2012 identifying areas where Releases of Waste Material occurred and testing appropriate remedial measures ("Baseline Report; Appendix D"). The investigations were performed under a Facility Lead Agreement with the US Environmental Protection Agency (EPA) in coordination with DEQ. A final remedy to address the identified releases in the Baseline Report was proposed by DEQ on February 12, 2014 and public comment on DEQ's Statement of Basis describing the facility background, investigations and the proposed remedy was solicited for 30 days. The public notice was published in *Northern Virginia Times*. No comments of the proposed remedy were

received by DEQ. The Statement of Basis and Final Decision and Response to Comment documents are incorporated into this Consent Order by reference in Appendix C. The selected remedy for the Facility consists of the following three components: 1) vacuum truck extraction (“VTE”); 2) groundwater monitoring; and 3) institutional controls (See Appendix A, Statement of Work).

5. Use of Facility. The Facility, formerly known as the Brennan Farm, was purchased in 1965 by Mobil Oil Corporation (“Mobil”). From 1965 to 2000, the Site was owned and operated by Mobil. In 1999 Mobil changed its name to ExxonMobil Oil Corporation (“ExxonMobil”). From 2000 to 2004 Tosco/ConocoPhillips (“Tosco”) owned and operated the Site. From 2004 through the present, Sunoco Marketing & Terminals, LP (“Sunoco”) owns and operates the Site for the bulk storage and distribution of gasoline. Future land use of the Site is restricted to industrial use, with installation of drinking/irrigation wells and basements prohibited as stipulated in the Special Warranty Deed recorded in 2000 when ExxonMobil sold the assets to Tosco.

The Site occupies 11 acres of an industrial park located approximately 2.5 miles north of downtown Manassas. The Site is bordered to the north by the Pomeroy Company facility, to the south by a commercial building, to the east by the Transcontinental Gas Pipeline Company facility, and to the west by the Interstate 66 Industrial Park and a private warehousing company. Security for the Site is provided by a chain-link fence and electronically operated gate.

The Facility currently has nine aboveground storage tanks (ASTs) and two underground storage tanks providing a total bulk storage capacity of approximately 15.9 million gallons of petroleum. Additional structures on Site include a tank truck loading rack, an office building, a maintenance building, and a fire pump house.

6. Permits. The Facility currently holds environmental and public health permits for

- National Pollutants Discharge Elimination System (NPDES) Permit Application VA0051691
- Virginia Pollutants Discharge Elimination System (VPDES) Application VA0087858

7. Intent of the Parties. ExxonMobil has expressed their intent to pursue a Consent Order to remediate Releases of Waste Material at the Site as identified in the Baseline Report that are associated with the Site during the time period ExxonMobil owned and operated the Site. On December 10, 2013, the Parties and their representatives met by teleconference to discuss implementing the Remedial Action as described in the Statement of Basis. ExxonMobil agreed that Remedial Action is required to address the above-referenced Releases of Waste Material at the Site.

8. Owner/Operator Relationship. ExxonMobil formerly owned and operated the Facility in Manassas, Virginia and has performed environmental investigations pursuant to a Facility Lead Agreement with EPA. Operations at the Facility are subject to the Virginia Waste Management Act, Va. Code §§ 10.1-1400 *et seq.* and RCRA, 42 U.S.C. §§ 6901-6992 and their associated regulations.

9. DEQ Determination. Based on available information, DEQ determines that the Work will be properly and promptly completed by ExxonMobil if conducted in accordance with the

requirements of this Consent Order and its allied appendices and documents incorporated by reference. ExxonMobil acknowledges, and DEQ by entering this Consent Order finds, that this Consent Order has been negotiated in good faith and implementation of the Remedial Action will expedite the cleanup of the Releases of Waste Material at the Site as identified in the Baseline Report that are associated with the Site during the time period ExxonMobil owned and operated the Site, and that this Consent Order is fair, reasonable, and in the public interest. ExxonMobil does not take responsibility for any Releases of Waste material associated with operations during the period of time ExxonMobil did not own or operate on the Site, and is not responsible for any Releases of Waste Material that may have occurred during the ownership or operation by the former owner Tosco or the present owner/operator, Sunoco.

SECTION II: JURISDICTION

DEQ has jurisdiction over the Remedial Action and the Site pursuant to authority delegated by the Board, Va. Code §§ 10.1-1402(19) - (21), 10.1-1404(B)(3), 10.1-1186(2), and 10.1-1455(F), ExxonMobil waives all objections and defenses that they may have to jurisdiction of DEQ, and shall not challenge the terms of the Consent Order or DEQ's jurisdiction to enter and enforce this Consent Order.

SECTION III: PARTIES BOUND

1. *Parties.* This Consent Order applies to and is binding upon DEQ and ExxonMobil, their heirs, successors, and assigns. No change in ownership or legal status of ExxonMobil including, but not limited to, any transfer of assets or property, real or personal, shall in any way alter any requirements or responsibilities under this Consent Order unless DEQ agrees in writing to such change. The signatories to this Consent Order certify that they are fully authorized to execute and legally bind the Parties they represent.

2. *Contractors and Agents.* ExxonMobil shall within (14) fourteen days after the Effective Date of this Consent Order or the date of retaining their services, whichever is later, provide a copy of this Consent Order to each contractor hired to perform the Work and to each person representing ExxonMobil with respect to the Site or the Work. ExxonMobil shall condition all contracts entered into hereunder upon performance of the Work in conformity with the terms of this Consent Order. ExxonMobil contractors shall within (14) fourteen days after the Effective Date of this Consent Order or the date of retaining their services, whichever is later, provide written notice of the Consent Order to all subcontractors hired to perform any portion of the required Work. ExxonMobil contractors shall be responsible for ensuring that their contractors and subcontractors perform the Work in accordance with the terms of this Consent Order.

SECTION IV: DEFINITIONS

Unless otherwise expressly provided in this Consent Order or the context clearly indicates otherwise, terms used in this Consent Order that are defined by the Virginia Waste Management

Act (“VWMA”), Va. Code §§ 10.1-1400 – 10.1-1457, and RCRA, 42 U.S.C. §§ 6901-6992 shall have the meaning assigned to them in VWMA, and RCRA. When terms listed below are used in this Consent Order, the following definitions shall apply solely for this Consent Order.

“**Administrative Process Act**” or “**APA**” means Va. Code § 2.2-4000 *et seq.*

“**Baseline Report**” means the RCRA Facility Investigation and Corrective Measures Study for the Site between October 11, 2000 and February 2012 identifying areas where Releases of Waste Material occurred and testing appropriate remedial measures. *See*, Appendix D.

“**Board**” means the Virginia Waste Management Board, a permanent citizen board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and 1401. The term “Board” is inclusive of the Virginia Department of Environmental Quality and its delegated authority to act on behalf of, and in the best interest of, the Board to oversee and administer the Work described in this Consent Order.

“**CERCLA**” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 - 9675.

“**Certification of Completion**” means a letter or writing by the DEQ indicating that No Further Action is required or that the Remedial Action has been completed and Performance Standards have been achieved.

“**Commonwealth**” means the Commonwealth of Virginia.

“**Consent Order**” means this Consent Order, also known as a “Remedy Consent Order,” including all appendices attached hereto and documents incorporated by reference. In the event of a conflict between this Consent Order and any appendix or other documents, the terms and requirements of this Consent Order shall control.

“**Day**” means a calendar day unless expressly stated otherwise. In computing any period of time under this Consent Order where the last day would fall on a Saturday, Sunday, or state or federal holiday, the period shall run until the close of business of the next working day.

“**Department**” or “**DEQ**” means the Department of Environmental Quality, an agency of the Commonwealth of Virginia, as described in Va. Code § 10.1-1183, and any successor departments or agencies of the Commonwealth of Virginia.

“**Director**” means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.

“**Effective Date**” means the date upon which this Consent Order is executed by all Parties.

“**EPA**” means the United States Environmental Protection Agency, and any successor departments or agencies of the United States.

“Facility” or “Site” means the former ExxonMobil Facility located at 10315 Balls Ford Road in Manassas, Virginia.

“Institutional Controls” or “ICs” mean Proprietary Controls, and state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices that: (a) limit land, water, and/or resource use to minimize the potential for human exposure to Waste Material at or in connection with the Site; (b) limit land, water, and/or resource use to implement, ensure non-interference with, or ensure the protectiveness of the Remedial Action; and/or (c) provide information intended to modify or guide human behavior at or in connection with the Site. Any and all Institutional Controls concerning the Site shall conform to the Virginia Uniform Environmental Covenants Act, Va. Code §§ 10.1-1238 *et seq.*, 9 VAC 15-19-10 *et seq.*

“Institutional Control Implementation Plan” or “ICIP” means the plan for implementing, maintaining, monitoring, and reporting on the Institutional Controls prepared in accordance with a required Statement of Work (“SOW”).

“Interest” means interest at the rate specified for interest on investments of the Commonwealth of Virginia as determined by the DEQ Office of Financial Assurance, compounded annually on October 1 of each year. The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

“National Contingency Plan” means the National Oil and Hazardous Substances Pollution Contingency Plan, 40 CFR 300.

“Operation and Maintenance” or “O&M” mean all activities, including Institutional Controls, required to maintain the effectiveness of the Remedial Action as required under an approved Operation and Maintenance Plan.

“Parties” means the Board, DEQ and ExxonMobil.

“ExxonMobil” means ExxonMobil Oil Corporation as the responsible party for the Remedial Action. ExxonMobil, inclusive of its affiliates, and subsidiaries, is a corporation entity authorized to do business in Virginia. ExxonMobil is a “person” within the meaning of Va. Code § 10.1-1400.

“Performance Standards” mean the Remedial Action standards and other measures of successful completion of the Remedial Action as set forth in this Consent Order, SOW, and any modified standards established pursuant to this Consent Order.

“Proprietary Controls” mean easements or covenants running with the land that: (a) limit land, water, or resource use and/or provide access rights; and (b) are created pursuant to common or statutory law by an instrument that is recorded by the landowner in the appropriate land records office. Any and all Proprietary Controls concerning the Site shall conform to the Virginia Uniform Environmental Covenants Act, Va. Code §§ 10.1-1238 *et seq.*, 9 VAC 15-19-10 *et seq.*

“RCRA” means the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901-6992, also known as the Resource Conservation and Recovery Act.

“Release” means any spill, leak, pumping, pouring, emitting, emptying, discharging, injection, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Waste Material), or any mismanagement of any Waste Material. A Release also means any substantial threat of release as described in 9 VAC 20-81-10.

“Remedial Action” or **“Corrective Measures”** means all Work and activities required by this Consent Order to implement the remedy, including, but not limited to any Statement of Work, Remedial Design Work Plan, Remedial Action Work Plan, Schedule of Compliance, Operations and Maintenance Plan, Institutional Control Implementation Plan, and other plans approved by DEQ until Performance Standards are successfully met.

“Remedial Action Work Plan” or **“Corrective Measures Implementation Plan”** means the document developed pursuant to Section VII (Performance of the Work) and approved by DEQ, and any modifications thereto in accordance with this Consent Order.

“Remedial Design Work Plan” or **“Corrective Measures Design Work Plan”** means the document developed pursuant to Section VII (Performance of the Work) and approved by DEQ, and any modifications thereto in accordance with this Consent Order.

“Site” or **“Facility”** means the former ExxonMobil Facility located at 10315 Balls Ford Road in Manassas, Virginia.

“Statement of Work” or **“SOW”** means the statement of work for implementation of the Remedial Design Work Plan, Remedial Action, and O&M at the Site, as set forth in Appendix A (Statement of Work) to this Consent Order, inclusive of any modifications thereto in accordance with this Consent Order.

“Supervising Contractor” means the principal contractor retained to supervise and direct the implementation of the Work under this Consent Order.

“Transfer” means to sell, assign, convey, lease, mortgage, or grant a security interest by operation of law.

“Virginia Waste Management Act” means Chapter 14 (§ 10.1-1400 *et seq.*) of Title 10.1 of the Va. Code. Article 4 (Va. Code §§ 10.1-1426 through 10.1-1429) of the Virginia Waste Management Act addresses Hazardous Waste Management.

“Waste Material” means: (a) any “hazardous substance” under Va. Code § 10.1-1400, 9 VAC 20-81-10, or Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (b) any “pollutant or contaminant” under 9 VAC 20-81-10 or Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any “solid waste” under Va. Code § 10.1-1400, 9 VAC 20-81-10 or Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and (d) other “waste” as that term is defined under Va. Code § 10.1-1400.

“Work” means all activities and obligations required under this Consent Order.

SECTION V: GENERAL PROVISIONS

1. Objectives. The objectives of the Parties in entering into this Consent Order are to protect human health and the environment by the implementation of a Remedial Action at the Site.
2. Commitments. ExxonMobil shall finance and perform the Work in accordance with this Consent Order, the SOW, Remedial Action Work Plan, Schedule of Compliance, Operations and Maintenance Plan, ICIP, and other plans and modifications approved by DEQ until the Performance Standards are met.
3. Compliance with Applicable Law. All activities undertaken pursuant to this Consent Order shall be performed in accordance with the requirements of all applicable local, state and federal laws and regulations. The Work conducted pursuant to this Consent Order, if approved, shall be deemed to be consistent with the Virginia Waste Management Act and its associated Regulations.
4. Severability. If any provision of this Consent Order is found to be unenforceable for any reason, the remainder of the Consent Order shall remain in full force and effect.
5. Permitting. This Consent Order shall not be construed to be a permit issued pursuant to any local, state, or federal statute or regulation. Where any portion of the Work requires a permit or approval, ExxonMobil shall submit timely and complete applications, and take all actions necessary to obtain all such permits or approvals. ExxonMobil may seek relief under the provisions of Section XIX (Force Majeure) for any delay in the performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit or approval, provided that they have submitted timely and complete applications and taken all actions necessary to obtain all such permits or approvals.
6. Notice of Bankruptcy or Dissolution. In the event that ExxonMobil files for bankruptcy, or a petition in bankruptcy is filed against Respondent, or Respondent files for dissolution, ExxonMobil shall notify DEQ within (5) five days of such filing.
7. APA Due Process. ExxonMobil declares it has received fair and due process under the Administrative Process Act and the Virginia Waste Management Act, and that it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by DEQ to modify, rewrite, amend, revoke, terminate, or enforce this Consent Order.

SECTION VI: RECORDING, TRANSFER AND SUCCESSORS

1. Notice. ExxonMobil shall provide a copy of this Order to the current owner/operator of the Facility within (10) ten calendar days of the Effective Date. In the event of any change in ownership, operation, or control of the Facility, ExxonMobil shall notify DEQ in writing within (30) thirty calendar days of learning of such change, and shall provide a copy of this Order to the transferee in interest of the Facility prior to any agreement for Transfer.
2. Recordings. The Facility is presently owned and operated by Sunoco. Accordingly, ExxonMobil shall, within (30) thirty days after the signing of this Consent Order, make reasonable efforts to work with Sunoco, or the then current owner, to submit to DEQ for approval a proposed notice to be filed with the appropriate land records office that provides a description of the real property and notice to all successors-in-title that the real property is part of the Site, that the Site is subject to Remedial Action, that a Consent Order has been entered requiring implementation of the Remedial Action, and a copy of this Consent Order.. Further, after the completion of the Remedial Action and within 30 (thirty) days of the receipt of a Certification of Completion or equivalent no further action letter from the DEQ, ExxonMobil shall make reasonable efforts to work with Sunoco, or the then current owner, to submit to DEQ for approval a proposed notice to be filed with the appropriate land records office that provides a description of the real property, notice to all successors-in-title that the real property is part of the Site, that the Site was subject to this Consent Order, under which the Remedial Action has been completed, and that the Site is subject to Institutional Controls, if any. The notice shall describe all Institutional Controls, in effect at the time, if any, including land use restrictions, if any. ExxonMobil shall record such notices, or cause the notices to be recorded, within (10) ten days after DEQ's approval of each notice. ExxonMobil shall provide DEQ with a certified copy of the recorded notice within (10) ten days after recording, or causing to be recorded, such notice. The notice shall meet the requirements of the Uniform Environmental Covenants Act.
5. Uniform Environmental Covenants Act. Any and all Institutional Controls concerning the Site shall conform to the Virginia Uniform Environmental Covenants Act, Va. Code §§ 10.1-1238 *et seq.*, 9 VAC 15-19-10 *et seq.*
6. Compliance. In the event of any Transfer of real property located at the Site, unless DEQ otherwise consents in writing, ExxonMobil shall continue to comply with the requirements in this Consent Order, providing ExxonMobil can secure the required access from the new property owner, which ExxonMobil will use reasonable efforts to secure.

SECTION VII. PERFORMANCE OF THE WORK

1. Selection of Supervisory Contractor. All aspects of the Work to be performed pursuant to this Consent Order shall be under the direction and supervision of ExxonMobil. In the event of ExxonMobil selection of a Supervising Contractor to perform the Work described in this Consent Order, such selection shall be subject to the disapproval of DEQ. Within (10) ten days after the Effective Date of this Consent Order, ExxonMobil shall notify DEQ in writing of the name, title, and qualifications of any contractor proposed to be the Supervising Contractor.

ExxonMobil shall demonstrate that the proposed Supervising Contractor has a quality assurance system that complies with ANSI/ASQC E4-1994, *Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs* (American National Standard, January 5, 1995), by submitting a copy of the proposed contractor's Quality Management Plan ("QMP"). The QMP should be prepared in accordance with *EPA Requirements for Quality Management Plans (QA/R-2)* (EPA/240/B-01/002, March 2001, reissued May 2006) or equivalent documentation as determined by DEQ. DEQ shall, within (10) ten days of receipt of such notice proposing a Supervising Contractor, issue a disapproval of the proposal. In the event DEQ does not issue a notice of disapproval within (10) ten days, such proposal shall be deemed approved. If at any time thereafter, ExxonMobil proposes to change a Supervising Contractor, such proposal is subject to the same terms, conditions and option by DEQ to disapprove as provided herein.

2. Remedial Action Work Plan. Within (30) days after the Effective Date of this Consent Order, ExxonMobil shall submit to DEQ a Remedial Action Work Plan. The Remedial Action Work Plan shall provide for implementation of the remedy in accordance with this Consent Order, the SOW, and any approved modifications for the achievement of the Performance Standards. Upon DEQ approval, the Remedial Action Work Plan shall be incorporated into and enforceable under this Consent Order.

3. Content of the Remedial Action Work Plan. The Remedial Action Work Plan shall include (a) schedule for completion of the Remedial Action; (b) groundwater monitoring plan; (c) methods for satisfying permitting requirements, if applicable; (d) an ICIP; (e) procedures and plans for disposal of contaminated materials.

4. Approval of the Remedial Action Work Plan. Upon approval of the Remedial Action Work Plan by DEQ, ExxonMobil shall implement the Remedial Action Work Plan. ExxonMobil shall submit to DEQ all plans, reports, and other deliverables required under the approved Remedial Action Work Plan in accordance with the approved schedule for review and approval pursuant to Section XII (Approval of Plans, Reports, and Other Deliverables).

5. Modification and Further Response. Nothing in this Section shall be construed to limit the Parties from seeking modification of the Remedial Action or good cause. Nothing in this Section shall be construed to limit DEQ's authority to require performance of further response actions as otherwise provided in this Consent Order.

6. No Warranty of Performance. Nothing in this Consent Order, the SOW, the Remedial Design Work Plan, or the Remedial Action Work Plan constitutes a warranty or representation of any kind by DEQ that compliance with the work requirements set forth therein will achieve the Performance Standards.

7. Off-Site Shipment of Waste Material. ExxonMobil may transport Waste Material from the Site to an off-Site facility upon verification to DEQ that the off-Site facility is operating in compliance with the requirements of Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3).

VIII. REMEDIAL ACTION REVIEW

1. Periodic Review. As part of each annual report required by Section XI of this Consent Order, ExxonMobil shall demonstrate that the Remedial Action is protective of human health and the environment. If DEQ determines that the Remedial Action is not protective of human health and the environment, DEQ may request studies and investigations to identify further response actions needed for the Site to assure the achievement of Performance Standards.

2. Respondent Obligation to Perform Further Response Actions. If DEQ determines that the selected Remedial Action will not comply with the Performance Standards, the DEQ may require ExxonMobil to perform additional studies and/or perform modifications to the existing Remedial Action. If necessary, the Department or ExxonMobil may seek modification of this Consent Order to implement modifications to the existing Remedial Actions.

3. Submission of Plans. If ExxonMobil is required to perform further response actions, they shall submit a plan for such response action to DEQ within (60) sixty days of request for approval in accordance with the procedures and requirements provided in this Consent Order. Upon approval from DEQ, ExxonMobil shall implement such plan in accordance with this Consent Order.

IX. QUALITY ASSURANCE, SAMPLING, AND DATA

1. Quality Assurance Guidance. ExxonMobil shall use quality assurance, quality control, and chain of custody procedures for all samples as previously approved by EPA. In general, quality assurance, quality control, and chain of custody procedures shall be in accordance with *EPA Requirements for Quality Assurance Project Plans (QA/R5)* (EPA/240/B-01/003, March 2001, reissued May 2006), *Guidance for Quality Assurance Project Plans (QA/G-5)* (EPA/240/R-02/009, December 2002), and subsequent amendments to such guidelines.

2. Split and Duplicate Samples. Upon request, ExxonMobil shall allow split or duplicate samples to be taken by DEQ. ExxonMobil shall notify DEQ not less than (30) thirty days in advance of any sample collection unless shorter notice is agreed to by DEQ. In addition, DEQ may take any additional samples necessary to assure the performance of this Consent Order. Upon request, ExxonMobil may take split or duplicate samples of any samples DEQ requires for oversight or implementation of the Work.

3. Sample Results. Unless otherwise agreed to by DEQ, ExxonMobil shall submit to DEQ copies of the results of all sampling and/or tests, or other data obtained with respect to the Site or the implementation of this Consent Order along with the annual report as set forth in Section XI, Reporting Requirements, paragraph 1.

X. ACCESS AND INSTITUTIONAL CONTROLS

1. Access. ExxonMobil shall on the Effective Date of this Consent Order provide DEQ with access to the Site at all reasonable times to conduct any activity regarding the oversight, administration, and assessment of compliance with this Consent Order. Should the access rights ExxonMobil currently has cease due to a change in ownership of the property, or the expiration of the term, ExxonMobil will use reasonable efforts to obtain access, to include access for DEQ, from the new property owner or re-new access with existing property owner.
2. Institutional Controls. As set forth in Section VI, Recording, Transfer, and Successors, paragraph 2, ExxonMobil will make reasonable efforts to effectuate the notices as set forth therein, including Institutional Controls, if any, that conform to the Virginia Uniform Environmental Covenants Act, Va. Code § 10.1-1238 *et seq.*, and 9 VAC 15-19-10 *et seq.* The current deed restriction is attached in Appendix E.
3. Party Cooperation. If, upon DEQ review, it is determined that Institutional Controls in the form of state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls are needed at or in connection with the Site, ExxonMobil shall cooperate with DEQ's efforts to secure and ensure compliance with such governmental controls.

XI. REPORTING REQUIREMENTS

1. Annual Reports. ExxonMobil shall submit to DEQ copies of written progress reports every year by March 1 for the preceding calendar year. The annual summary report will include documentation regarding the vacuum truck extraction (VTE) events, volume and concentrations of fluid and vapor recovered, groundwater monitoring results, and sampling and/or tests as set forth in Section IX. Quality Assurance, Sampling, and Data, paragraph 3. Reporting on the implementation and review of institutional controls required under UECA may be incorporated into the annual report as appropriate.
2. Report Format. ExxonMobil shall submit (1) one copy in electronic format of all plans, reports, data, and other deliverables required by the SOW, the Remedial Design Work Plan (if applicable), the Remedial Action Work Plan, or any other approved plans to DEQ in accordance with the schedules set forth in such plans. ExxonMobil shall submit a paper copy of such plans, reports, data, and other deliverables referenced in this section upon request by DEQ.

XII. APPROVAL OF PLANS, REPORTS, AND OTHER DELIVERABLES

1. Initial Submissions. After review of any plan, report, or other deliverable required for approval pursuant to this Consent Order, DEQ shall: (a) approve, in whole or in part, the submission; (b) approve the submission upon specified conditions; (c) disapprove, in whole or in part, the submission; or (d) any combination of the foregoing. DEQ may modify the initial submission to cure deficiencies if it determines that disapproving the submission and awaiting a

resubmission would cause substantial disruption to the Work or cure of deficiencies is otherwise not substantial.

2. Resubmissions. Upon DEQ's disapproval or approval with conditions of a submission, ExxonMobil shall, within (30) thirty days, or such longer time as specified by DEQ, to correct the deficiencies and resubmit the plan, report, or other deliverable for review.

3. Incorporation of Approved Submittal. Any plan, report, or other deliverable, or any portion thereof, approved by DEQ, shall be incorporated by reference into and enforceable under this Consent Order.

XIII. PROJECT COORDINATORS

Identification of Project Coordinators. Within (30) thirty days after the Effective Date of this Consent Order, ExxonMobil and DEQ will notify each other, in writing, of the name, address, telephone number, and email address of their respective designated Project Coordinators and Alternate Project Coordinators. If a Project Coordinator or Alternate Project Coordinator is changed, the identity of the successor will be given to the other Party at least (10) ten working days before the change occurs, if practical. ExxonMobil Project Coordinator shall have the technical expertise sufficient to adequately oversee all aspects of the Work.

XIV. FINANCIAL ASSURANCE MECHANISM

1. Selection of Financial Assurance. In order to ensure the full and final completion of the Work, ExxonMobil shall establish and maintain a financial assurance mechanism, initially in the amount of \$123,200, for the benefit of DEQ (hereinafter "Estimated Cost of the Work"). In the event of an increase or decrease in the Estimated Cost of Work, the financial assurance mechanism shall be adjusted commensurate with such increase or decrease. The financial assurance mechanism shall be in the form of one or more of the following mechanisms: (a) a surety bond unconditionally guaranteeing payment and/or performance of the Work; (b) one or more irrevocable letters of credit, payable to or at the direction of DEQ; (c) a trust fund established for the benefit of DEQ that is administered by a trustee; (d) an insurance policy that identifies DEQ as a beneficiary; (e) a demonstration by ExxonMobil that they meet the financial test criteria of 40 C.F.R. 264.143(f) or 40 CFR 265.145 as incorporated by 9 VAC20-60 *et seq.* with respect to the Estimated Cost of the Work; or (f) a written guarantee to fund or perform the Work executed in favor of DEQ by a direct or indirect parent company of ExxonMobil provided that such company demonstrate to the satisfaction of DEQ that it satisfies the financial test criteria for owners and operators in 40 C.F.R. 264.143(f) or 40 C.F.R. 265.145, as incorporated by 9 VAC 20-60 *et seq.*, with respect to the Estimated Cost of the Work.

2. Execution of Financial Assurance. Within (60) sixty days after the Effective Date, ExxonMobil shall execute all instruments or other documents required in order to make the selected financial assurance mechanism(s) legally binding. Within (60) sixty days after the

Effective Date, ExxonMobil shall submit copies of all executed instruments or other documents required in order to make the selected financial assurance mechanism(s) legally binding to DEQ.

3. Change of Form of Financial Assurance. If, after the Effective Date, ExxonMobil changes the form or terms of any financial assurance mechanism(s), ExxonMobil shall provide prior notice of such change to DEQ. Such change shall be consistent with the terms and conditions herein.

XV. CERTIFICATION OF COMPLETION

1. Completion of Remedial Action and Achievement of Performance Standards. Within (90) ninety days after ExxonMobil completes the Remedial Action and the Performance Standards have been achieved for at least a three year confirmation period, ExxonMobil shall request and schedule a certification inspection to be attended by ExxonMobil and DEQ. Upon approval by DEQ that the Remedial Action is complete and Performance Standards have been achieved, ExxonMobil shall submit a written report requesting a Certification of Completion to DEQ within (30) thirty days after the inspection. In the report, the ExxonMobil Project Coordinator shall state that the Remedial Action has been completed in full satisfaction of the requirements of this Consent Order. If applicable, the report may also request a release from one or more institutional controls. The report shall contain the following statement and signed by a responsible official of ExxonMobil or their assigned Project Coordinator:

"I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision in accordance with a system designed to assure that qualified personnel properly prepared and evaluated the information. Based on my inquiry of those qualified personnel, all of the information submitted is, to the best of my knowledge and belief, true, accurate, and complete."

2. Approval and Certification. If DEQ concludes that the Remedial Action has been performed in accordance with this Consent Order and that the Performance Standards have been achieved for at least a three year monitoring period, DEQ will so certify in writing. This certification shall constitute the Certification of Completion of the Remedial Action for purposes of this Consent Order. A Certification of Completion of the Remedial Action and achievement of Performance Standards shall also be a certification of completion of the Work.

XVI. EMERGENCY RESPONSE

1. Releases of Waste Material. The Facility is owned and operated by Sunoco. In the event of any action or occurrence during the performance of the Work by ExxonMobil that causes or threatens a release of Waste Material from the Site that may present an immediate threat to human health or the environment, ExxonMobil shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall immediately notify the DEQ Project Coordinator or Alternate Project Coordinator, and any other local, state, or federal

official or entity required to be notified. If either of these persons is unavailable, ExxonMobil shall notify the DEQ Pollution Response Program ("PRP") Unit at 800.592.5482. ExxonMobil shall take all such necessary response actions in consultation with DEQ's Project Coordinator or alternate representative.

2. State Response. Nothing in the preceding paragraph or in this Consent Order shall be deemed to limit any authority of DEQ to take all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site. Further, nothing in the preceding paragraph or this Consent Order shall be deemed to limit any cost recovery or reimbursement associated with such action.

SECTION XVII. INDEMNIFICATION AND INSURANCE

1. Indemnification of the Commonwealth of Virginia. The Commonwealth of Virginia, Board, and DEQ do not assume any liability by entering into this Consent Order. ExxonMobil shall indemnify, save and hold harmless the Commonwealth of Virginia, Board, DEQ, and their officials, agents, employees, contractors, subcontractors, and representatives for or from any and all claims or causes of action arising from, or on account of acts or omissions of ExxonMobil, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out the activities described in this Consent Order. Further, ExxonMobil agrees to pay the Commonwealth of Virginia, Board, and DEQ all costs they may incur, including, but not limited to, attorneys' fees and other expenses of litigation and settlement arising from, or on account of, claims based on acts or omissions of ExxonMobil their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Consent Order.

2. No Agency or Contractual Party Status. The Commonwealth of Virginia, Board, and DEQ shall not be held out as a party to any contract entered into by or on behalf of ExxonMobil in carrying out the activities described in this Consent Order. Neither ExxonMobil nor any such contractor shall be considered an agent of the Commonwealth of Virginia, Board, or DEQ.

SECTION XVIII. FORCE MAJEURE

1. Force Majeure Defined. For purposes of this Consent Order, a force majeure event is defined as any event arising from causes beyond the control of ExxonMobil, of any entity controlled by ExxonMobil, or of ExxonMobil contractors, that delays or prevents the performance of any obligation under this Consent Order, despite best efforts to fulfill the obligation. The requirement that ExxonMobil exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure, best efforts to address the effects of any potential force majeure as it is occurring, and best efforts to minimize any adverse effects following the potential force majeure event. Force majeure does not include financial inability to complete the Work or a failure to achieve the Performance Standards.

2. Notice of Force Majeure Event. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Order for which ExxonMobil intends or may intend to assert a claim of force majeure, ExxonMobil shall notify DEQ's Project Coordinator or Alternate Project Coordinator within (10) ten days of when ExxonMobil first knew that the event might cause a delay. Within (10) ten days thereafter, ExxonMobil shall provide in writing to DEQ an explanation and description of the reasons for the delay, the anticipated duration of the delay, all actions taken or to be taken to prevent or minimize the delay, a schedule for implementation of any measures to prevent or mitigate the delay, a rationale for attributing such delay to a force majeure, and a statement as to whether such event may cause or contribute to an endangerment to human health or the environment.

3. Effect of Force Majeure Event. If DEQ agrees that the delay or anticipated delay is attributable to a force majeure, the time for performance of the obligations under this Consent Order that are affected by the force majeure shall be extended for such time as is reasonably necessary to complete the delayed obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not extend the time for performance of any other obligation. If DEQ does not agree that the delay or anticipated delay has been or will be caused by a force majeure, DEQ shall provide such notification in writing.

SECTION XIX. DISPUTE RESOLUTION

1. Limits of Dispute Resolution. Unless otherwise expressly provided for in this Consent Order, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes regarding this Consent Order. However, the procedures set forth in this Section shall not apply to actions by the Commonwealth of Virginia, Board, or DEQ to enforce the substantive obligations of ExxonMobil to perform in accordance with the requirements of this Consent Order.

2. Informal. Any dispute regarding this Consent Order shall first be the subject of informal negotiations between the Parties to the dispute. The period for informal negotiations shall not exceed (30) thirty days from the time the dispute arises, unless it is modified by written agreement of the Parties. The dispute shall be considered to have arisen when one Party sends the other Party a written Notice of Dispute.

3. Division Director Review. In the event informal negotiations are not successful in resolving a dispute, ExxonMobil may present written notice of such dispute to the DEQ Director of the Division of Land Protection and Revitalization ("Division Director"), setting forth specific points of dispute and the position of ExxonMobil. This written notice shall be submitted no later than (10) ten days after ExxonMobil expiration of the (30) thirty day informal negotiation period. Within (10) ten days of receipt of such a written notice, the Division Director shall provide a written response to ExxonMobil setting forth DEQ's position and the basis thereof. If the Division Director concurs with the position of ExxonMobil, notification shall be provided in writing and this Agreement shall be modified to include any necessary extensions of time or variances of work.

4. DEQ Director Review. If DEQ and ExxonMobil are still in disagreement after a decision is issued from the Division Director, the DEQ Director shall make a determination regarding the dispute based upon the requirements of this Consent Order and all information previously made available to the DEQ Director.

5. Performance of Requirements not in Dispute. Use of formal dispute resolution procedures under this Section shall not extend, postpone, or affect in any way any obligation under this Consent Order not directly in dispute.

SECTION XX. COVENANTS BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY

1. Covenants by DEQ. In consideration of the actions to be performed and the payments to be made by ExxonMobil under this Consent Order, and except as otherwise specifically provided herein, DEQ covenants not to sue or to take administrative action against ExxonMobil pursuant to the Virginia Waste Management Act, Va. Code §§ 10.1-1400 – 10.1-1457, CERCLA, 42 U.S.C. §§ 9601-9675, and/or RCRA, 42 U.S.C. §§ 6901-6992, relating to the Release of Waste Material at the Site as identified in this Consent Order. This covenant shall take effect upon issuance of a Certification of Completion of Remedial Action by DEQ. These covenants are conditioned upon the satisfactory performance by ExxonMobil of all required obligations under this Consent Order. These covenants shall extend to ExxonMobil, their successors, and assigns.

2. General Reservations of Rights. DEQ reserves, and this Consent Order is without prejudice to, all rights against ExxonMobil with respect to all matters not expressly included within DEQ's covenant. Notwithstanding any other provision of this Consent Order, the DEQ reserves all rights against ExxonMobil with respect to: (a) liability for failure to meet a requirement of this Consent Order; (b) liability arising from the past, present, or future disposal, release, or threat of Release of Waste Material outside of the Site; (c) liability based on the ownership of the Site by ExxonMobil when such ownership commences after signature of this Consent Order; (d) liability based on the operation of the Site by ExxonMobil when such operation commences after signature of this Consent Order and does not arise solely from performance of the Work; (e) liability based on ExxonMobil transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of Waste Material at or in connection with the Site; (f) liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; (g) criminal liability; and (h) liability for violations of federal or state law that occur during or after implementation of the Work.

SECTION XXI. COVENANTS BY THE RESPONDENT

Covenants by Respondent. Subject to and except as otherwise specifically provided in this Consent Order, ExxonMobil covenants not to sue and agrees not to assert any claims or causes of action against the Commonwealth of Virginia and DEQ with respect to the Site and this Consent Order, including, but not limited to: (a) any direct or indirect claim for reimbursement of any

Costs; (b) any claims under VWMA, CERCLA, or RCRA regarding the Site and this Consent Order; and (c) any other claims arising out of response actions at or in connection with the Site and this Consent Order.

SECTION XXII. EFFECT OF SETTLEMENT

Reservation. Nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Order. Each of the Parties expressly reserves any and all rights, including, but not limited to, defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

SECTION XXIII. ACCESS TO INFORMATION

Availability of Records. ExxonMobil shall provide to DEQ, upon request, copies of all records, reports, documents, and other information (including materials in electronic form) (hereinafter referred to as "Records") within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Consent Order, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the Work. ExxonMobil shall also make available to DEQ, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

SECTION XXIV. RETENTION OF RECORDS

1. Retention Term. For a term of (5) five years from the receipt of a Certification of Completion, ExxonMobil shall preserve and retain all non-identical copies of records, including records in electronic form, now in its possession or control, or that come into its possession or control, that relate in any manner to the Site. Contractors and agents of ExxonMobil shall also preserve for the same period of time all non-identical copies of the last draft or final version of any records, including records in electronic form, now in its possession or control, or that come into its possession or control, that relates in any manner to the performance of the Work.

2. Destruction of Records. At the conclusion of the record retention period, ExxonMobil shall notify DEQ of its intent to discard any or all records previously subject to preservation under this Consent Order. If at the conclusion of (90) ninety days from the date ExxonMobil provides such notice to DEQ of its intent to discard such records, ExxonMobil can, without further notice, discard such records, unless ExxonMobil has received a written request from DEQ with specific instructions to deliver such records to DEQ, including the delivery address and contact person to whom the records should be delivered.

SECTION XXV. NOTICES AND SUBMISSIONS

1. Identification of Individuals Receiving Notice. Whenever a written notice, report, or other document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Written notice as specified in this Section shall constitute complete satisfaction of any written notice requirement of the Consent Order.

DEQ: Virginia Department of Environmental Quality
Director, Division of Land Protection and Revitalization
629 East Main Street
Richmond VA 23219

and;

Virginia Department of Environmental Quality
Director, Division of Enforcement
629 East Main Street
Richmond VA 23219

ExxonMobil ExxonMobil Environmental Services
1016 Poplar Avenue, Suite 106 #232
Collierville, TN 38017
Attention: Jewel Cox

And

ARCADIS U.S., Inc
2464 Fortune Drive Suite 170
Lexington, KY 40509

SECTION XXVI. RETENTION OF JURISDICTION

1. DEQ Retention of Jurisdiction. DEQ retains jurisdiction over the subject matter of this Consent Order for the duration of performance and for purposes of enabling any of the Parties to request such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Consent Order, or to effectuate or enforce compliance with its terms, or to resolve disputes in accordance with Section XX (Dispute Resolution).

2. Judicial Jurisdiction and Venue. ExxonMobil consents to jurisdiction and venue in the Circuit Court of the Commonwealth of Virginia, City of Richmond for any civil action taken to enforce the terms of this Consent Order.

SECTION XXVII. APPENDICES

The following appendices are attached to and incorporated into this Consent Order:

- Appendix A: Statement of Work
- Appendix B: Financial Assurance Mechanism
- Appendix C: Statement of Basis/ Final Decision Response to Comments
- Appendix D: Baseline Report
- Appendix E: Deed Restriction

SECTION XXVIII. COMMUNITY INVOLVEMENT

Participation. If requested by DEQ, ExxonMobil shall participate in community involvement activities. DEQ will determine the appropriate role for ExxonMobil and ExxonMobil shall also cooperate with DEQ in providing information regarding the Work to the public. As requested by DEQ, ExxonMobil shall participate in the preparation of such information for dissemination to the public and in public meetings that may be held or sponsored by DEQ to explain activities at or relating to the Site.

SECTION XXIX. MODIFICATION

1. ***Mutuality.*** The Parties may modify, rewrite, or amend this Consent Order by mutual consent.
2. ***Material and Non-Material Modification.*** Material modifications to this Consent Order and any appendix shall be in writing, signed by the Parties, and shall be effective upon approval. Non-material modifications to this Consent Order and any appendix shall be in writing and shall be effective when signed by duly authorized representatives of DEQ and ExxonMobil. A modification shall be considered material if it fundamentally alters the basic features of the selected remedy. Nothing in this Consent Order shall be deemed to alter DEQ's authority to enforce, supervise, or approve modifications to this Consent Order.

SECTION XXX. TERMINATION OF CONSENT ORDER

Once the Certification of Completion has been received by ExxonMobil, this Consent Order shall terminate upon the date that the notice set forth under Section VI: Recording, Transfer And Successors, paragraph 2, has been filed with the appropriate land records office.

SECTION XXXI. CONCLUSIONS AND ORDER

1. ***Conclusions.*** Pursuant to Va. Code § 10.1-1402(19) - (21), and in consideration of 10.1-1404(B)(3), 10.1-1186(2), and 10.1-1455(F),: (a) an improper Release of Waste Material has occurred at the Facility and that such Waste Material is subject to the jurisdiction of DEQ; (b)

Remedial Action addressing the Release is required to abate threats to human health and the environment, and to address any potential nuisance, hazard or trespass resulting from the Release; and (c) execution of this Consent Order is in the best interests of the Commonwealth of Virginia.

2. *Finality.* This Consent Order and its Appendices constitute the final, complete, and exclusive agreement and understanding among the Parties regarding the embodied settlement. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained herein. Upon entry by DEQ, this Consent Order shall constitute a final Consent Order between and among the Parties.

SIGNATURES

Each undersigned representative of the Parties certifies that he or she is fully authorized to execute this Consent Order on behalf of such Party and to legally bind such Party.

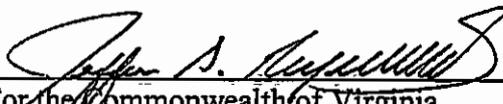
Executed this 9th day of Sept., 20 14.



For the Commonwealth of Virginia
Department of Environmental Quality

Jeffery A. Steers, Director
Division of Land Protection and Revitalization

Executed this 9 day of Sept., 20 14.



For the Commonwealth of Virginia
Department of Environmental Quality

Jefferson D. Reynolds, Director
Division of Enforcement

Executed this 25 day of July, 20 14.



For ExxonMobil Oil Corporation

Joel C. Larkin
Printed Name

Attorney in Fact

APPENDIX A STATEMENT OF WORK

I. Description of Selected Remedy

1. Groundwater

ExxonMobil shall clean up the contaminated groundwater to the groundwater cleanup standards described in Section II below using a two phase approach described below. Furthermore, until the groundwater cleanup standards are achieved, access to and use of the groundwater (other than for monitoring activities) shall be prohibited via Institutional Controls.

a. Phase I - Vacuum truck extraction (VTE): VTE shall be employed to recover contaminated vapor and fluid using a technology similar to the pilot test Enhanced Fluid Recovery (EFR) events, except that a submersible pump shall be used in conjunction with vacuum extraction at the well head. This two-pump system provides more effective vapor extraction than the one-pump EFR system. VTE involves the simultaneous removal of free product (not present at the Site), impacted groundwater, and soil vapor from the subsurface. The VTE events will be conducted in MW-33, MW-34, MW-11, MW-35, MW-28, MW-30 and MW-31 at annual intervals during late summer months when the water table is deepest and the well screens are exposed to the thickest unsaturated zone. Summer operation is preferred to optimize vapor extraction component of the operation because data have shown that volatile gasoline constituents in groundwater are more effectively removed by vapor extraction than by fluid extraction. Groundwater samples will be collected prior to commencement of the VTE events to monitor the concentration trend. If the monitoring results demonstrate that groundwater concentrations are declining in three consecutive years, the VTE events will be suspended while annual monitoring will continue.

b. Phase II – Groundwater Monitoring: If monitoring results after suspension of the VTE events demonstrate that groundwater concentrations continue to decline in three consecutive years, it suggests that natural attenuation is occurring at a sustainable rate and ExxonMobil may request DEQ's approval to reduce the scope and frequency of monitoring. If monitoring results show a reversal of concentration trend decline, VTE events will resume in the same year in accordance with the protocol described in Phase I. Monitoring shall be required until the cleanup standards listed in Section II below are met.

c. Disposal of Recovered Fluid: Recovered vapors and groundwater shall be conveyed to and separated in the truck holding tank. Recovered fluid will be transported off-site for treatment and disposal at a RCRA permitted treatment, storage and disposal facility. Recovered soil vapors will be discharged onsite in accordance with local, state, and federal regulations.

d. Groundwater Use Restrictions: Groundwater remediation will not achieve protective levels for some time. Therefore, access to and use of the groundwater (other than for monitoring activities) shall be prohibited until cleanup objectives have been achieved. The groundwater use restrictions shall be implemented through institutional controls (ICs).

The ICs shall include the following groundwater use restrictions:

- (1) Until such time as the Corrective Action Objectives are achieved, groundwater at the Facility shall not be used for any purpose other than monitoring activities required by DEQ, and
- (2) No new wells shall be installed on Facility property without prior, written approval by DEQ.

2. Soil

ExxonMobil shall implement and maintain ICs to include the following land use restrictions:

- (1) The Facility property shall not be used for residential purposes, and
- (2) the Facility property will not be used in a way that will adversely affect or interfere with the integrity or protectiveness of the final remedy.

3. Vapor Intrusion

There are currently no unacceptable risks to human health due to vapor intrusion from the plumes because there are no building structures currently located above the plume. To minimize potential occupant exposure to Site-related VOCs in the event that habitable buildings are constructed on Site, ExxonMobil shall implement and maintain ICs to include the following land use restriction:

A vapor intrusion control system, the design of which shall be approved in advance by DEQ, shall be installed in each new structure constructed above the contaminated groundwater plume or within 100-foot around the perimeter of the contaminated groundwater plume, unless it is demonstrated to DEQ that vapor intrusion does not pose a threat to human health and DEQ provides prior written approval that no vapor intrusion control system is needed.

II. Performance Standards

1. Groundwater

The Corrective Action performance standards for groundwater at the Facility are to remediate groundwater to meet drinking water standards established by the Maximum Contaminant Levels (MCLs) promulgated at 40 C.F.R. Part 141 pursuant to Section 1412 of the Safe Drinking Water Act, 42 U.S.C. Section 300g-1, except for MTBE. MTBE does not have a MCL. The remediation standard for MTBE is based on EPA's health advisory range of 20 to 40 ppb pertaining to taste and odor thresholds in drinking water.

Benzene	5 micrograms per liter (ug/l)
Toluene	1,000 ug/l
Ethylbenzene	700 ug/l
Xylenes	10,000 ug/l
MTBE	40 ug/l

II. Soil

DEQ's Corrective Action Objective for Facility soils is to control exposure to any hazardous constituents remaining in subsurface soils by requiring the compliance with and maintenance of land use restrictions at the Facility.

**APPENDIX B
FINANCIAL ASSURANCE**

The Financial Assurance Mechanism will be incorporated by reference according to Section
XIV.

APPENDIX C
STATEMENT OF BASIS/ FINAL DECISION AND RESPONSE TO COMMENTS

See, following attachment titled “Final Decision Response to Comments” (21 pages) hereafter incorporated by reference.



FINAL DECISION AND RESPONSE TO COMMENTS

SUNOCO LOGISTICS – MANASSAS TERMINAL FACILITY

(FORMER MOBIL TERMINAL)

EPA ID NO VAD048565279

MANASSAS, VIRGINIA

I FINAL DECISION

The Virginia Department of Environmental Quality (DEQ) is issuing this Final Decision and Response to Comments (Final Decision) under the authority of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984 42 U S C Sections 6901 and 6992k regarding the remedy for the Sunoco Logistics – Manassas Terminal (former Mobil) facility (Facility) located at 10315 Balls Ford Road Manassas Virginia

On February 12 2014 DEQ issued a Statement of Basis (SB) in which it described its proposed remedy for the Facility The SB is hereby incorporated in this Final Decision by reference and made a part hereof as Attachment A DEQ s proposed remedy for the Facility consists of the following three components 1) perform and maintain a groundwater monitoring program 2) conduct vacuum truck extraction events on identified monitoring wells and 3) compliance with and maintenance of institutional controls that restrict certain land and groundwater uses at the Facility

II PUBLIC COMMENT PERIOD

On February 12 2014 DEQ placed a public notice and the SB on its web page and the Facility published the public notice for the SB in the Northern Virginia Times newspaper The public notice announced a thirty (30) day public comment period and requested comments from the public on the remedy proposed in the SB The public comment period ended on March 14 2014

III RESPONSE TO COMMENTS

DEQ received no comments on its proposed remedy for the Facility Consequently DEQ s Final Remedy did not change from the remedy it proposed in the SB

IV FINAL REMEDY

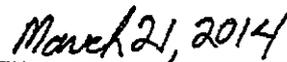
The Final Remedy the components of which are explained in detail in the SB requires the performance and maintenance of a groundwater monitoring program conducting vacuum extraction events and compliance with and maintenance of institutional controls that restrict certain land and groundwater uses at the Facility

V DECLARATION

Based on the Administrative Record compiled for the Corrective Action at the Sunoco Logistics – Manassas Terminal (former Mobil) facility DEQ has determined that the Final Remedy selected in this Final Decision and Response to Comments is protective of human health and the environment



Durwood Willis Director
Office of Remediation Programs
Virginia Department of Environmental Quality



Date

Attachment A Statement of Basis dated February 12 2014



VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

OFFICE OF REMEDIATION PROGRAMS

STATEMENT OF BASIS

January 2014

Sunoco Logistics

Manassas Terminal Facility

10315 Balls Ford Road

Manassas, VA 20109

EPA ID No VAD048565279

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I Introduction

The Virginia Department of Environmental Quality (DEQ) has prepared this Statement of Basis (SB) to solicit public comment on its proposed remedy for the Sunoco Logistics terminal facility (hereinafter referred to as the Site or the Facility) located at 10315 Balls Ford Road in Manassas Virginia. DEQ's proposed remedy for the Facility consists of the following three components: 1) vacuum truck extraction (VTE), 2) groundwater monitoring, and 3) institutional controls. This SB highlights key information relied upon by DEQ in making its proposed decision.

The Facility is subject to the Corrective Action program under the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA) of 1976, and the Hazardous and Solid Waste Amendments (HSWA) of 1984, 42 U.S.C. §§ 6901 et seq. (Corrective Action Program). The Corrective Action Program is designed to ensure that certain facilities subject to RCRA have investigated and cleaned up any releases of hazardous waste and hazardous constituents that have occurred at their respective facilities. For this Facility, the DEQ retains primary authority in Virginia for the Corrective Action Program.

DEQ has prepared this SB in cooperation with the United States Environmental Protection Agency (EPA).

The Administrative Record (AR) for the Facility contains all documents, including the data and quality assurance information, on which DEQ's proposed decision is based. See Section IX, Public Participation, for information on how you may review the AR.

II Facility Background

The Facility, formerly known as the Brennan Farm, was purchased in 1965 by Mobil Oil Corporation (Mobil). From 1965 to 2000, the Site was owned and operated by Mobil. In 1999, Mobil changed its name to ExxonMobil Oil Corporation (ExxonMobil). From 2000 to 2004, Tosco/ConocoPhillips (Tosco) owned and operated the Site. From 2004 through the present, Sunoco Marketing & Terminals LP owned and operated the Site for the bulk storage and distribution of gasoline. Future land use of the Site is restricted to industrial use, with installation of drinking/irrigation wells and basements prohibited, as stipulated in the Special Warranty Deed recorded in 2000 when ExxonMobil sold the assets to Tosco.

The Site occupies 11 acres of an industrial park located approximately 2.5 miles north of downtown Manassas. The Site is bordered to the north by the Pomeroy Company facility, to the south by a commercial building, to the east by the Transcontinental Gas Pipeline Company facility, and to the west by the Interstate 66 Industrial Park and a private warehousing company. Security for the Site is provided by a chain link fence and electronically operated

gate The Site and surrounding areas are shown in Figure 1 and the groundwater contamination plume maps are shown in Figures 2 and 3

II a Operations

The Facility currently has nine aboveground storage tanks (ASTs) and two underground storage tanks providing a total bulk storage capacity of approximately 15.9 million gallons of petroleum. Additional structures on Site include a tank truck loading rack, an office building, a maintenance building, and a fire pump house.

II b Spill History

Two releases that have impacted groundwater occurred in 1974 and 1989 according to the Virginia Water Control Board's Pollution Response Program Database. In both instances, releases to the unnamed tributary (intermittent stream) and to Bull Run were alleged to have occurred on the southwest corner of the Facility. The exact source(s) of the releases could not be determined. There have been no groundwater investigations specifically associated with either of the two releases (Virginia Department of Environmental Quality Technical Services Division 1998).

In 1990, the presence of hydrocarbons was detected through a soil gas survey conducted by Target Environmental Services, Inc. The soil gas survey was deemed necessary after methyl tertiary butyl ether (MTBE) was detected in groundwater samples collected in the Linden Business Center, located immediately west and downgradient of the Facility. Although a release had not been documented, results of the survey indicated two potential source areas on the Site: one downgradient of the loading rack and one downgradient of the oil/water separator (designated as U-3 in Figures 1, 2, and 3).

II c Regional Geology and Hydrogeology

The Facility is situated within the Culpeper Basin of the Piedmont Physiographic Province. This province is characterized by Triassic age siltstone, sandstone, and conglomerates intruded by diabase dikes and sills. This formation is typically well indurated and exhibits little matrix porosity. The sedimentary rocks dip west, typically between 20 to 40 degrees from the horizon, and exhibit fractures both parallel to the bedding plane and dipping 75 to 85 degrees.

II d Local Topography, Lithology, and Hydrogeology

The Facility is located at an elevation of approximately 200 feet above mean sea level. The Site is relatively flat with a single main dike surrounding the ASTs. The surface of the Site is predominantly covered in asphalt. Bore logs indicate that the lithology is comprised of compacted clay and silt (fill) and weathered red siltstone from 0 to 14 feet below ground surface (bgs), overlying 5 to 15 feet of red silt and shale underlain by red, well indurated

fractured siltstone. The frequency of the bedding plane fractures decreases with depth creating less fracture porosity and hence less transmissivity in the siltstone at depth.

The shallowest groundwater was encountered at 0 to 8 feet bgs in the red clay and silt overburden fill material. Groundwater flow in the shallow aquifer is typically southwest from the bedrock high in the northern portion of the Site. North of the pond and west of the AST area, groundwater flow is primarily southwest to west toward the intermittent stream with a larger gradient than flow under the pond.

Deeper groundwater occurs at depths of 20 to 35 feet bgs within the unweathered well indurated red siltstone. A current potentiometric surface map for the deep aquifer was not generated due to limited data; however, based on gauging data, groundwater in the deep aquifer has flow components to both the southwest and the north.

Based on boring logs and groundwater gauging data, the shallow and deep groundwater aquifers identified during the investigation of the Facility were not horizontally continuous across the Site. Water supply wells throughout this region are typically set in the fractured siltstone at depths greater than 500 feet.

III Summary of Environmental Investigations and Pilot Tests

The goals of environmental activities conducted at the Facility since 1990 have been to delineate the groundwater contamination and determine whether the groundwater contamination poses a potential risk to human health and the environment. On October 11, 2000, ExxonMobil entered into a Facility Lead Agreement with EPA to conduct a RCRA corrective action investigation in response to documented releases of hazardous waste and hazardous constituents that had occurred at or from the Facility. Several phases of Site characterization have been performed since 1990 which are listed in the References below. In addition, information on the Corrective Action Program as well as a fact sheet for the Facility can be found at <http://www.epa.gov/reg3wcmd/correctiveaction.htm>

III a Gasoline Plumes

Based on results of the Site investigation activities, benzene, toluene, ethylbenzene, xylenes (BTEX) and methyl tert butyl ether (MTBE) are the Contaminants of Concern (COCs) relating to historical gasoline releases at the Site. Geologic and hydrogeologic properties of the Site were evaluated and modeled to determine the migration potential of the identified COCs. The conclusions from the extensive Site investigation activities conducted from 1990 through the present are listed below:

- Two dissolved phase BTEX and MTBE plumes were delineated at the southwest quadrant of the Facility, one down gradient of the tank truck loading rack in the vicinity of MW

11 and the other down gradient of the oil/water separator in the vicinity of MW 3. The two plumes comingled and cover approximately 1.4 acres inside the Facility boundary (Figures 2 and 3). Since groundwater monitoring began in 1990, no free product has been detected and the plumes have been stable.

- Trace levels of diesel grade product were detected in one well, MW 21, located at the southeast corner of the Facility outside the AST farm dike. The source is adjacent to and appears to originate from the Colonial Pipeline. Due to the bailing of MW 21 for a number of years, diesel grade product stopped being detected after the November 11, 2009 gauging event.

- An intermittent stream traverses the western border of the Facility. Stream water samples had been collected quarterly from 2003 to 2011 at three sampling stations along the stream. With rare exceptions, benzene concentrations were either non-detected or detected below the applicable EPA drinking water standard (see Section V below) at the upstream and midstream stations. Sporadic occurrences of low concentrations of benzene and MTBE at or below their respective drinking water or remediation standards (see Section V below) were detected at the downstream station, but trend analyses showed that both constituents have been declining over time, indicating that there is insignificant off-site impact.

III b Historical Pilot Tests and Interim Measures

Two pilot tests/interim measures described below were conducted at the Site to evaluate the effectiveness of the technologies to remediate the dissolved phase plume.

- Enhanced Fluid Recovery Between January 2004 and August 2005, a series of Enhanced Fluid Recovery (EFR) events operated by a vacuum truck were performed on monitoring wells MW 5, MW 11, MW 21, MW 23, MW 28, MW 30, and MW 31 on quarterly intervals. The EFR technology uses a single vacuum pump system from a truck to extract both fluid and vapor from the remediation wells. The purpose of the EFR events was to evaluate the effectiveness of contaminant mass removal near the loading rack source area. The total contaminant mass removed by the EFR events was estimated to be 7.52 pounds of benzene and 23.71 pounds of MTBE in 2004, and 0.00531 pounds of benzene and 0.02614 pounds of MTBE in 2005. The total volatile organic compound (VOC) mass removed during the two-year EFR events was estimated to be 8.19 pounds, with significantly greater effectiveness during the first year. The EFR events were discontinued in 2005 and replaced by development of a new pilot test based on oxygen enhancement technology.

- iSOC® Oxygen Enhancement In July 2007, a pilot test plan based on a proprietary system known as the in situ Submerged Oxygen Curtain (iSOC) was initiated to evaluate enhanced biodegradation of VOCs in groundwater. iSOC is an oxygen enhancement technology.

operated by injection of compressed oxygen through infusion devices in remediation wells. Two iSOC devices were installed in MW 33 and MW 34 immediately down gradient of the loading rack source area. In June 2009 the iSOC devices were relocated to wells MW 11 and MW 35 further down gradient from MW 33 and MW 34 and operated there for another two years.

The iSOC test results have shown temporary reduction in COCs in the remediation wells but the reduction was unsustainable upon removal of the devices and the effect had a limited area of influence beyond the remediation wells. Based on the test results EPA determined that the iSOC technology had limited effectiveness due to the tightness of the formation and determined on February 21, 2012 that operation of this technology should be terminated.

IV Risk Assessment

The Risk Assessment Report (1992b) prepared by Engineering Science Inc. documented the evaluation of potential human health and environmental risks associated with Site contamination. The assessment incorporated analytical data from groundwater, soil, and stream samples collected from 1990 through 1992, as well as an evaluation of sources, release mechanisms, transport media, exposure points, receptors, and exposure routes.

IV a Soil

Operations at the Facility include dispensing of petroleum product to tank trucks at the loading rack and refilling the bulk storage tanks from the transcontinental Colonial Pipeline. The Site is largely paved, including the loading rack and surrounding area, and the tank farm is protected by secondary containment.

There is no unpaved, exposed soil at the active areas that would pose unacceptable risks to human health, except for the former stormwater pond that received oil-water separator treated runoff from the Site. The sediments of the former stormwater pond were sampled and the results were submitted to DEQ for closure permitting. On August 3, 2005, DEQ documented that Clean Closure was achieved for the former stormwater pond, which was later drained and built over with two new bulk storage tanks. Clean Closure, as defined by DEQ for the stormwater pond, means that direct contact with residual soil in the former pond footprint would not pose unacceptable risks to human health or the environment under an industrial land use exposure scenario.

IV b Groundwater

The Site and surrounding properties are serviced by public water, so there is no human exposure via consumption of contaminated groundwater. Groundwater fate and transport modeling was performed for the COCs identified at the Site to evaluate offsite impact. The

model was used to simulate the migration of contaminants through the groundwater and estimate the volume of contaminant discharges to the intermittent stream over a 50 year period. To ensure that the model predicted the maximum impact on the stream, it was assumed that the intermittent stream was continuously flowing and served as a discharge point for all groundwater migrating through the Site.

Results of the risk assessment indicated that the risks to the intermittent stream were at or below the drinking water or remediation standards (see Section V below). The intermittent stream was not used for recreation or drinking water, therefore risks posed by direct contact on Site were minimal. Fate and transport modeling predicted that natural attenuation and dilution would reduce contaminant concentration to non-detect levels within 500 feet of the Facility boundary.

Trend analyses of COCs in groundwater at the Site have shown stability or declining trends since the risk assessment was conducted in 1992. The concentrations are low, but still above drinking water standards and, therefore, remediation is necessary.

IV c Stormwater Runoff Pond

Based on a human health risk assessment, groundwater statistical calculations, fate and transport modeling, and comparison to EPA Region III Soil Screening Levels, the Pond Closure Report (revised June 2005) concluded that direct contact with residual surface contaminated soil would not pose an unacceptable human health risk under an industrial exposure scenario. As discussed in more detail in Section IV a above by letter dated August 3, 2005, DEQ determined that clean closure performance standards for the former stormwater pond had been met for both soils and groundwater. The pond has since then been drained and built over with two new bulk storage tanks.

IV d Environmental Indicators

In 2005, EPA prepared the Site's Current Human Exposures Environmental Indicator (EI) and Migration of Contaminated Groundwater EI assessments and determined that current human exposures and migration of contaminated groundwater were under control.

V Corrective Action Objectives

V a Groundwater

DEQ's Corrective Action Objectives for groundwater at the Facility are to remediate groundwater to meet drinking water standards established by the Maximum Contaminant Levels (MCLs) promulgated at 40 C.F.R. Part 141 pursuant to Section 1412 of the Safe Drinking Water Act, 42 U.S.C. Section 300g-1, except for MTBE. MTBE does not have a MCL. The proposed remediation standard for MTBE is based on EPA's health advisory range of 20 to 40

ppb pertaining to taste and odor thresholds in drinking water DEQ s proposed groundwater cleanup standards for the Facility are list below

Benzene	5 micrograms per liter (ug/l)
Toluene	1 000 ug/l
Ethylbenzene	700 ug/l
Xylenes	10 000 ug/l
MTBE	40 ug/l

V b Soil

DEQ s Corrective Action Objective for Facility soils is to control exposure to any hazardous constituents remaining in subsurface soils by requiring the compliance with and maintenance of land use restrictions at the Facility

VI Proposed Remedy

VI a Groundwater

DEQ proposes to clean up the contaminated groundwater to the groundwater cleanup standards described in Section V above using a two phase approach described below Furthermore until the groundwater cleanup standards are achieved under DEQ s proposed remedy access to and use of the groundwater (other than for monitoring activities) shall be prohibited via Institutional Controls

Phase I Vacuum truck extraction (VTE) VTE will be employed to recover contaminated vapor and fluid using a technology similar to the pilot test EFR events except that a submersible pump will be used in conjunction with vacuum extraction at the well head This two pump system provides more effective vapor extraction than the one pump EFR system VTE involves the simultaneous removal of free product (not present at the Site) impacted groundwater and soil vapor from the subsurface The VTE events will be conducted in MW 33 MW 34 MW 11 MW 35 MW 28 MW 30 and MW 31 at annual intervals during late summer months when the water table is deepest and the well screens are exposed to the thickest unsaturated zone Summer operation is preferred to optimize vapor extraction component of the operation because data have shown that volatile gasoline constituents in groundwater are more effectively removed by vapor extraction than by fluid extraction Groundwater samples will be collected prior to commencement of the VTE events to monitor the concentration trend If the monitoring results demonstrate that groundwater concentrations are declining in three consecutive years the VTE events will be suspended while annual monitoring will continue

Phase II – Groundwater Monitoring If monitoring results after suspension of the VTE events demonstrate that groundwater concentrations continue to decline in three consecutive years it suggests that natural attenuation is occurring at a sustainable rate and ExxonMobil may request DEQ's approval to reduce the scope and frequency of monitoring. If monitoring results show a reversal of concentration trend decline VTE events will resume in the same year in accordance with the protocol described in Phase I. Monitoring is required until the cleanup standards listed in Section V are met.

Disposal of Recovered Fluid Recovered vapors and groundwater will be conveyed to and separated in the truck holding tank. Recovered fluid will be transported off site for treatment and disposal at a RCRA permitted treatment, storage and disposal facility. Recovered soil vapors will be discharged onsite in accordance with local, state and federal regulations. A summary report documenting the VTE events, volume and concentrations of fluid and vapor recovered, and groundwater monitoring results will be submitted to DEQ annually.

Groundwater Use Restrictions Under this proposed remedy, groundwater remediation will not achieve protective levels for some time. Therefore, DEQ proposes to prohibit access to and use of the groundwater (other than for monitoring activities) until cleanup objectives have been achieved. The groundwater use restrictions will be implemented through institutional controls (ICs). ICs are non-engineered instruments such as administrative and/or legal controls that minimize the potential for human exposure to contamination by limiting land or resource use and inform subsequent purchasers of the environmental condition at the Facility and of DEQ's final remedy for the Facility.

The ICs shall include the following groundwater use restrictions:

- (1) Until such time as the Corrective Action Objectives are achieved, groundwater at the Facility shall not be used for any purpose other than monitoring activities required by DEQ, and
- (2) No new wells shall be installed on Facility property without prior written approval by DEQ.

VI b Soil

DEQ's proposed remedy requires that an IC(s) be implemented and maintained to include the following land use restrictions:

- (1) The Facility property shall not be used for residential purposes, and
- (2) the Facility property will not be used in a way that will adversely affect or interfere with the integrity or protectiveness of the final remedy.

VI c Vapor Intrusion

There are currently no unacceptable risks to human health due to vapor intrusion from the plumes because there are no building structures currently located above the plume. To minimize potential occupant exposure to Site related VOCs in the event that habitable buildings are constructed on Site, DEQ's proposed remedy requires that an IC be implemented and maintained to include the following land use restriction:

A vapor intrusion control system, the design of which shall be approved in advance by DEQ, shall be installed in each new structure constructed above the contaminated groundwater plume or within 100 feet around the perimeter of the contaminated groundwater plume, unless it is demonstrated to DEQ that vapor intrusion does not pose a threat to human health and DEQ provides prior written approval that no vapor intrusion control system is needed.

VII Evaluation of DEQ's Proposed Remedy

VII a Threshold Criteria

1 Protect Human Health and the Environment

The primary human health and environmental threats are potential human consumption of contaminated groundwater and migration of vapor from the plume to homes constructed above the plume. The proposed remedy will achieve protection of human health and the environment by restoring groundwater to drinking water or remediation standards as applicable. In addition, land and groundwater use restrictions will prohibit future uses that would pose an unacceptable risk through the use of an environmental covenant or other administrative mechanism.

2 Achieve Media Cleanup Objectives

The proposed remedy will achieve the media cleanup objectives. VTE and possibly monitored natural attenuation will be used to restore groundwater to drinking water or remediation standards as applicable. Land use restrictions will control exposure to any hazardous constituents remaining in subsurface soils.

3 Remediating the Source of Releases

The source of the releases has been identified to be the tank truck loading rack which has been upgraded with above ground piping, leak prevention and containment measures to prevent future releases. The resulting plume is targeted for remediation by the proposed remedy.

VII b Balancing/Evaluation Criteria

4 Long Term Effectiveness

The proposed remedy will provide long term protection of human health and the environment VTE in conjunction with monitored natural attenuation will restore the groundwater to remediation standards over time BTEX are readily biodegradable under aerobic conditions in shallow groundwater Although MTBE is slower to biodegrade the extent of the MTBE plume above the 40 ppb remediation standard presently is small about 100 square feet and one fifth the size of the benzene plume In addition land and groundwater use restrictions prohibiting residential land use and consumption of contaminated groundwater will be maintained until the groundwater is restored to drinking water or remediation standards as applicable

5 Reduction of Toxicity Mobility or Volume of the Hazardous Constituents

The hazardous constituents are confined within the plume inside the Facility boundary and will continue to diminish by implementation of the proposed remedy

6 Short Term Effectiveness

Under the proposed remedy land and groundwater use restrictions prohibiting residential land use and consumption of contaminated groundwater will be filed shortly after selection of the remedy to provide short term effectiveness in protecting human health until the groundwater is restored to drinking water or remediation standards as applicable

7 Implementability

DEQ's proposed remedy is readily implementable No regulatory constraints are anticipated for the engineering measures to be implemented in the proposed remedy With respect to the implementation of the ICs DEQ expects to use an enforceable mechanism such as an order permit or an Environmental covenant pursuant to the Virginia Uniform Environmental Covenants Act Title 10.1 Chapter 12.2 Sections 10.1-1238 10.1-1250 of the Code of Virginia Therefore DEQ does not anticipate any regulatory constraints in implementing its proposed remedy

8 Cost

DEQ's proposed remedy is cost effective. Estimated time and materials cost for the proposed remedy is \$61,600 if the VTE and monitoring events are terminated in 2017 and \$123,200 if the VTE events and GW monitoring events are continued through 2021.

9 Community Acceptance

DEQ will evaluate Community acceptance of the proposed remedy during the public comment period and will be addressed in the Final Decision and Response to Comments (FDRTC).

10 Federal Agency Acceptance

DEQ and EPA coordinated on the proposed remedy. EPA will be notified of the proposed remedy. If EPA provides comments during the public comment period, DEQ will address them in the FDRTC.

VIII Financial Assurance

DEQ will require financial assurance annually to cover the costs of implementing the proposed remedy.

IX Public Participation

Before DEQ makes a final decision of its proposal for the Facility, the public may participate in the remedy selection process by reviewing this SB and documents contained in the Administrative Record (AR) for the Facility. The AR contains all information considered by DEQ in reaching this proposed decision. The Administrative Record, including the SB, is available for review during normal business hours at:

Virginia Department of Environmental Quality
629 East Main Street
Richmond, Virginia 23218
Contact: Kurt Kochan
Phone: 703 583 3825
Fax: 703 583 3821
Email: kurt.kochan@deq.virginia.gov

It is also available for public review during normal business hours by appointment at the Facility at

Sunoco Logistics
10315 Balls Ford Road
Manassas VA 20109
Contact John Humphreys Phone 703 368 9055

Interested parties are encouraged to review the AR and comment on DEQ's proposed remedy. The public comment period will last thirty (30) calendar days from the date that notice is published in a local newspaper. You may submit comments by mail, fax, or e-mail to Kurt Kochan, DEQ corrective action project manager. DEQ will hold a public meeting to discuss this proposed remedy upon request, which should also be made to Kurt Kochan, whose contact information is listed above.

DEQ will respond to all relevant comments received during the comment period. If DEQ determines that new information warrants a modification to the proposed remedy, DEQ will modify the proposed remedy or select other alternatives based on such new information and/or public comments. DEQ will announce its final remedy and explain the rationale for any changes in a document entitled the FDRTC. All persons who comment on this proposed remedy will receive a copy of the FDRTC. Others may obtain a copy by contacting Kurt Kochan at the address listed above.

Date *January 28, 2014*



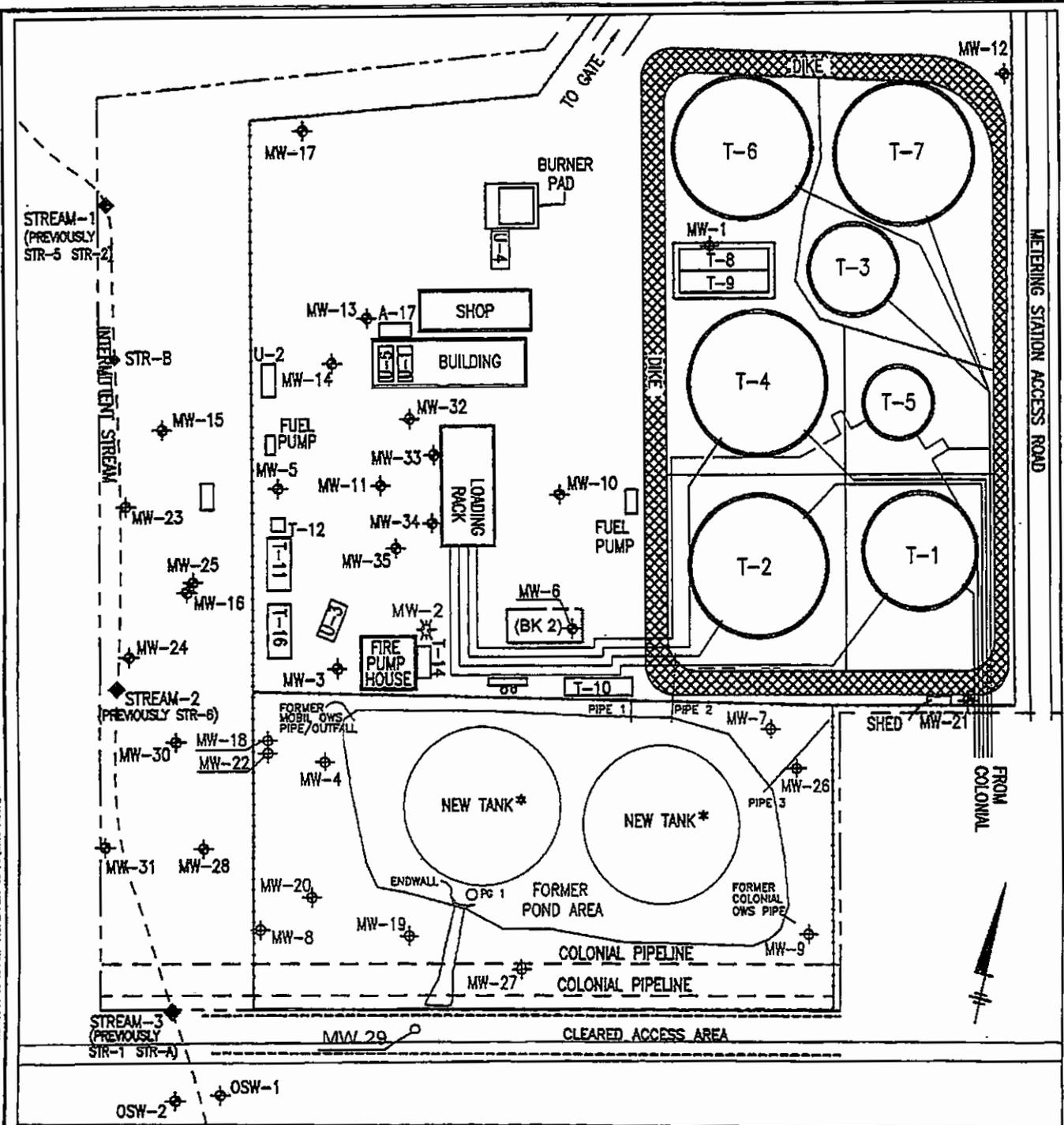
Durwood Willis, Director
Office of Remediation Programs

Administrative Record – Index of Documents for Statement of Basis

- 1 ARCADIS 2011a First Semi Annual 2011 Monitoring and Sampling Report July 18
- 2 ARCADIS 2011b Second Semi Annual 2011 Monitoring and Sampling Report December 29
- 3 Engineering Science Inc 1992a Site Characterization Report Mobil Terminal 45 070 Manassas Virginia February
- 4 Engineering Science Inc 1992b Risk Assessment Report Mobil Terminal 45 070 Manassas Virginia June
- 5 GeoTrans Inc 2001 Delineation of Dissolved Benzene Plume Work Plan May
- 6 GeoTrans Inc 2002a RCRA Site Investigation Work Plan Addendum June
- 7 GeoTrans Inc 2002b Closure Plan (revised in September and November 2003) September
- 8 GeoTrans Inc 2002c Groundwater Monitoring Plan October
- 9 GeoTrans Inc 2003a Results of Site Investigation Activities and Annual Progress Report April 2003
- 10 GeoTrans Inc 2003b Alternative Source Demonstration – VDEQ Letter Dated August 12 2003 Former ExxonMobil Manassas Terminal October 7
- 11 GeoTrans Inc 2003c Pond Characterization Summary Report August
- 12 GeoTrans Inc 2003d Results of Site Investigation Activities and Annual Progress Report RCRA Facility Lead Corrective Action Manassas Terminal Facility (#45 070) April
- 13 GeoTrans Inc 2003e First Quarter 2003 Groundwater Monitoring Report May 16
- 14 GeoTrans Inc 2003f Second Quarter 2003 Groundwater Monitoring Report September 4
- 15 GeoTrans Inc 2003g Third Quarter 2003 Groundwater Monitoring Report November 20
- 16 GeoTrans Inc 2003h Additional Delineation and Interim Corrective Measures (ICM) Work Plan December 29
- 17 GeoTrans Inc 2004a 2003 Annual Progress Report RCRA Facility Lead Corrective Action Manassas Terminal (#45 070) April
- 18 GeoTrans Inc 2004b Fourth Quarter 2003 Groundwater Monitoring Report January 28
- 19 GeoTrans Inc 2004c First Quarter 2004 Groundwater Monitoring Report April 15
- 20 GeoTrans Inc 2004d Second Quarter 2004 Groundwater Monitoring Report August 9
- 21 GeoTrans Inc 2004e Third Quarter 2004 Groundwater Monitoring Report October 14
- 22 GeoTrans Inc 2005a Fourth Quarter 2004 Groundwater Monitoring Report January 21
- 23 GeoTrans Inc 2005b 2004 Annual Progress Report RCRA Facility Lead Corrective Action Manassas Terminal (#45 070) April
- 24 GeoTrans Inc 2005c Proposed Corrective Measures (MW 11) August 30
- 25 GeoTrans Inc 2006a 2005 Annual Progress Report RCRA Facility Lead Corrective Action Manassas Terminal (#45 070) April
- 26 GeoTrans Inc 2006b RCRA Site Investigation Work Plan Addendum Revised June
- 27 GeoTrans Inc 2006c RCRA Corrective Measures Study Pilot Test Work Plan Addendum September 29
- 28 GeoTrans Inc 2007 Pilot Test Technology Implementation (ISOC® System Installation) Report August

- 29 GeoTrans Inc 2007a RCRA Corrective Measures Pilot Study Work Plan Addendum Report February 16
- 30 GeoTrans Inc 2007b 2006 Annual Progress Report RCRA Facility Lead Corrective Action Manassas Terminal (#45 070) April
- 31 GeoTrans Inc 2007c Implementation Recommendations for RCRA Corrective Measures Study Pilot Test Work Plan June 29
- 32 GeoTrans Inc 2007 RCRA Corrective Measures Pilot Test Work Plan
- 33 GeoTrans Inc 2008 2007 Annual Progress Report RCRA Facility Lead Corrective Action Manassas Terminal (#45 070) April
- 34 GeoTrans Inc 2009a 2008 Annual Progress Report RCRA Facility Lead Corrective Action Manassas Terminal (#45 070) April
- 35 GeoTrans Inc 2009b Pilot Test Progress Report #6 March 27
- 36 GeoTrans Inc 2009c Pilot Test Progress Report #7 June 26
- 37 GeoTrans Inc 2009d Pilot Test Progress Report #8 October 1
- 38 GeoTrans Inc 2009e Pilot Test Progress Report #9 December 22
- 39 GeoTrans Inc 2010 2009 Annual Progress Report RCRA Facility Lead Corrective Action Manassas Terminal (#45 070) April
- 40 GeoTrans Inc 2011 2010 Annual Progress Report RCRA Facility Lead Corrective Action Manassas Terminal (#45 070) April
- 41 Radian Corporation 1991 Removal of Underground Storage Tanks Mobil Oil Terminal #45070 August 14
- 42 Ralston and Associates 1990 Site Assessment Report October
- 43 RCRA Site Investigation Work Plan Addendum (June 2002a) (GeoTrans Inc)
- 44 Target Environmental Services Inc 1991 Soil Gas Survey Mobil Terminal Manassas Virginia February 1990
- 45 URS Corporation 2000 Closure Plan Stormwater Runoff Pond Manassas Terminal Facility (#45 070) Manassas Virginia December
- 46 URS Corporation 2001a Delineation of Dissolved Benzene Plume Work Plan December
- 47 URS Corporation 2001b Draft RCRA Facility Investigation Report Dissolved Benzene Delineation Manassas Terminal Facility (#45 070) Manassas Virginia December
- 48 USEPA 1999 Migration of Contaminated Groundwater Under Control Environmental Indicator (EI) RCRIS code (CA750) Document of Environmental Indicator Interim Final 2/5/99 Former Mobil Manassas Terminal EPA ID #VAD048565279
- 49 USEPA 2005 Current Human Exposures Environmental Indicator www.epa.gov/reg3wcmd/ca/va/webpages/vad048565279.html August
- 50 USEPA 2006 Migration of Contaminated Groundwater Under Control Environmental Indicator www.epa.gov/reg3wcmd/ca/va/webpages/vad048565279.html January
- 51 Virginia Department of Environmental Quality Technical Services Division Office of Waste Permitting 1998 Corrective Action Prioritization System (NCAPS) Site Assessment Report April

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LEGEND

- ◆ MONITORING WELL
- ◆ STREAM WATER QUARTERLY SAMPLING (STREAM 1 STREAM 2 STREAM 3)
- POND WATER GAUGE LOCATION
- T-11 ABOVEGROUND STORAGE TANK
- U-4 UNDERGROUND VAPOR PROCESS TANK
- U-3 UNDERGROUND FLOW THROUGH PROCESS TANK
- U-2 FORMER UST (REMOVED)
- CHAIN LINK FENCE
- ⊕ PERMANENTLY ABANDONED 11/14/08
- FORMER TEMPORARY MONITORING POINT

NOTE

- 1 NEW 2 6 MILLION GALLON TANKS OPERATIONAL AS OF JULY 2009 (NOT TO SCALE)

EXXONMOBIL TERMINAL 45070
 10315 BALLS FORD ROAD
 MANASSAS VIRGINIA
SECOND SEMI-ANNUAL 2011 MONITORING AND SAMPLING REPORT

SITE MAP



FIGURE
1

**APPENDIX D
BASELINE REPORT**

See, following attachment titled “Environmental Investigations and Regulatory Update” (2 pages) hereafter incorporated by reference.

3.0 ENVIRONMENTAL INVESTIGATIONS AND REGULATORY UPDATE

3.1 Facility-Wide Investigations

Several phases of site characterization activities have been performed since January 1990. These activities have been reported in various documents including Ralston and Associates (1990), Engineering- Science (February 1992 and June 1992), and the U.S. Army Corp of Engineers (1998). Site characterizations published in 1992 and earlier were mandated by VDEQ Pollution Complaint cases PC1991-0912 and 1991-1974, which were closed in June 2001. As a result of these investigations, 20 groundwater monitoring wells, MW-1 to MW-21, were installed¹. Groundwater elevation gauging and monitoring well sampling for TPH, BTEX, naphthalene, and MTBE at seven monitoring wells had been ongoing since 1990 on a quarterly schedule. Quarterly monitoring reports were submitted to VDEQ summarizing quarterly activities and results. At various discrete sampling times, dissolved lead² was also collected. Additional monitoring wells have been installed since 2001.

3.1.1 RCRA Corrective Action Investigation

RCRA Corrective Action Investigation activities completed to date are summarized in Table 1. The activities have been conducted per the following USEPA-approved documents:

<i>Work Plan</i>		<i>EPA Approval</i>	<i>Results Report</i>	
• Delineation of Dissolved Benzene Plume Work Plan	Apr-2001	May-2001	Results of Site Investigation Activities and Annual Progress Report	Apr-2003
• RCRA Facility Investigation Work Plan Addendum	Jun-2002	Aug-2002		
• Additional Delineation and Interim Corrective Measures (ICM) Work Plan	Dec-2003	Jan-2004	Annual Progress Report	Apr-2004
• RCRA Corrective Measures Study Pilot Test Work Plan	Sep-2005 Revised Jun-2006	Jul-2006 (Comments Dec-2005)	RCRA Corrective Measures Study Pilot Test Work Plan Addendum	Sep-2006
• RCRA Corrective Measures Study Pilot Test Work Plan Addendum	Sep-2006	Oct-2006	RCRA Corrective Measures Pilot Study Work Plan Addendum Report	Feb-2007

¹ Well MW-2 was abandoned prior to December 1990 due to construction activities (ES, February 1992). Well MW-12 had been abandoned and subsequently replaced in January 2001 because the well was reported by site personnel to be dry and damaged. The original well was approximately 6.5 feet deep, while the replacement well is approximately 40 feet deep.

² Based on available previous site characterization reports, this lead was filtered in the laboratory.

<i>Work Plan</i>		<i>EPA Approval</i>	<i>Results Report</i>	
• Implementation Recommend for RCRA Corrective Measures Pilot Study Work Plan	Jun-2007	Jul-2007	Pilot Test Technology Implementation (iSOC® System Installation) Report	Aug-2007

The April 2001 Work Plan detailed work to be performed to delineate site-wide groundwater contamination in accordance with the FLA requirements; the fieldwork was completed in the fall of 2001 by the URS Corporation. The June 2002 Supplemental Work Plan outlined activities for additional delineation and documentation of groundwater conditions over time; the activities were completed in the second half of 2002. The results of the 2001 Work Plan and 2002 Supplemental Work Plan were detailed in the April 2003 Results of Site Investigation Activities and Annual Progress Report and indicated the following:

- Exceedances to USEPA Region III Risk-Based Concentration values for tap water occur for benzene, ethylbenzene, MTBE, benzo(b)fluoranthene, naphthalene, and total lead at various monitoring wells across the facility.
- Two historical source areas are present in the west portion of the facility as indicated by elevated concentrations of dissolved-phase benzene and MTBE in this area. The first source area is present in the vicinity of monitoring well MW-11 (loading rack area); the second source area is present near MW-3 and around wells MW-22, MW-28, MW-30, and MW-31.
- A third historical source area (unrelated to the two source areas mentioned above) is present in the east area of the facility based on low MTBE detections in wells MW-7 and MW-26 and occasional presence of free product (LNAPL) with a thickness of approximately 0.01 feet in well MW-21³.
- The extent and migration of the dissolved-phase constituents in the deeper groundwater are limited allowing for natural degradation processes to lower the concentrations to levels below health-based standards.
- Quarterly groundwater sampling and groundwater level gauging conducted since 1990 show a decreasing trend in the dissolved-phase plumes for benzene and MTBE.

Based on the above, the December 2003 Work Scope proposed (1) installation of three off-site wells to complete additional groundwater delineation in the southwest property boundary and (2) enhanced fluid recovery (EFR) events on a quarterly basis as an interim corrective measure. The off-site wells (OSW-3, OSW-4, and OSW-5) were installed in July 2004 as documented in 2004 Annual Progress Report. The EFR events were conducted in wells MW-11, MW-21, MW-5, MW-23, MW-28, MW-30 and MW-31 from the first quarter of 2004 through the third quarter of 2005. Results of the EFR events were provided in the

³ Last measurable product thickness (0.01 feet) recorded on September 25, 2002; subsequently only a product-sheen has been observed in MW-21.

**APPENDIX E
DEED RESTRICTION**

See, following attachment titled "Special Warranty Deed" (4 pages) hereafter incorporated by reference.

12

BK 288960740

27363

THIS DOCUMENT WAS PREPARED OUTSIDE OF THE
COMMONWEALTH OF VIRGINIA

Prepared By: _____

When Recorded, Return To:

MANASSAS TERMINAL CO.
72 Cummings Point Road
Stamford, CT 06902

Tax Map No. 7697-65-748Z

Consideration: \$ 5,000.00

SPECIAL WARRANTY DEED

THIS DEED, made and entered into this ____ day of May, 2000, by and between MOBIL OIL CORPORATION, a New York corporation, 3225 Gallows Road, Fairfax, Virginia 22037-0001, Grantor, party of the first part; and MANASSAS TERMINAL COMPANY, a Delaware corporation, 72 Cummings Point Road, Stamford, Connecticut 06902, Grantee, party of the second part;

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid unto the party of the first part at and before the delivery of this Deed, and other good and valuable consideration, receipt of all of which is hereby acknowledged, the party of the first part does hereby grant, bargain, sell and convey with SPECIAL WARRANTY OF TITLE, unto the party of the second part all of those certain lots or parcels of land, together with all improvements thereon, located and being in the County of Prince William, Virginia, and more particularly described as follows:

See Exhibit "A" for description of real property

And being a portion of the same property conveyed to Socony Mobil Oil Company, Inc., a New York corporation (now known as Mobil Oil Corporation), by deed dated June 29th, 1964, and recorded in Deed Book 323, Page 30, among the Prince William County, Virginia Land Records.

SUBJECT TO: As part of the consideration for this grant, sale and conveyance, Grantee for itself, its successors and permitted assigns, covenants and agrees that neither the Property herein granted, sold and conveyed nor any part thereof shall at any time be used for any residential use, child care facility, nursery school, preschool, playground, hotel, motel, inn, bed and breakfast, rooming house, nursing home, rehabilitation center, hospital or community center and that the installation of any water wells for drinking or irrigation purposes along with the construction of basements is prohibited; that these covenants and agreements shall survive delivery of this Special Warranty Deed; that these covenants and agreements are to run with the land herein granted, sold and conveyed and that similar restrictive covenants shall be inserted in any deed, lease or other instrument conveying or demising the Property herein conveyed or any part thereof. Furthermore, Grantee for itself, its successors and permitted assigns agrees to execute any documents required by any regulatory authority of the current owner of the Property that are consistent with the above use restrictions.

This is to certify that the tax imposed
by Section 21.1-102(A) has been paid

Consideration \$ 5,000.00

Tax \$ 10.00

BK2889PG0741

This Deed is subject to all easements, rights of way and restrictions of record, to the extent currently valid and enforceable against the property hereby conveyed.

IN WITNESS WHEREOF, the Grantor has caused its name and seal to be hereunto affixed this 3 day of May, 2000.

MOBIL OIL CORPORATION,

a New York corporation

By: Cindy R. Paster
Name: Cindy L. Paster
Title: Business Development Mgr.

BK2889P60742

COMMONWEALTH OF VIRGINIA)
) ss:
COUNTY OF FAIRFAX)

The foregoing instrument was executed and acknowledged before me this 3rd
day of May, 2000, by Cindy L. Preston of Mobil
Oil Corporation, a New York corporation, on behalf of the Corporation.



Notary Public
Name: Teresa K. McCordle

(Notarial Seal)

My Commission Expires: 5/31/00

BK 2889P60743

EXHIBIT A

REAL PROPERTY

The land referred to in this agreement is situated in Prince William County, VA and is described as follows:

ALL THAT CERTAIN TRACT PIECE OR PARCEL OF LAND LYING AND BEING SITUATED IN PRINCE WILLIAM COUNTY, STATE OF VIRGINIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH ROD SET IN THE SOUTH LINE OF BALLS FORD ROAD ROUTE 621; WHICH POINT IS 0.1± MILE EAST OF THE SOUTHEAST INTERSECTION OF BALLS FORD ROAD AND GARY ROAD; THENCE ALONG THE SOUTH LINE OF SAID ROAD NORTH 66 DEGREES 47 MINUTES 43 SECONDS EAST 60.00 FEET; THENCE LEAVING SAID ROAD SOUTH 10 DEGREES 06 MINUTES 45 SECONDS EAST 1344.62 FEET TO A 1 1/4 INCH PIPE FOUND; THENCE SOUTH 79 DEGREES 57 MINUTES 35 SECONDS WEST 150.00 FEET TO A 1/2 INCH ROD SET; THENCE SOUTH 10 DEGREES 06 MINUTES 47 SECONDS EAST 200.00 FEET TO A FENCE CORNER; THENCE SOUTH 79 DEGREES 57 MINUTES 25 SECONDS WEST 488.69 FEET TO A 1/2 INCH ROD SET; THENCE NORTH 10 DEGREES 10 MINUTES 30 SECONDS WEST 616.31 FEET TO A 1 1/4 INCH PIPE FOUND; THENCE NORTH 74 DEGREES 29 MINUTES 29 SECONDS EAST 303.03 FEET TO A 1 INCH PIPE FOUND; THENCE NORTH 29 DEGREES 37 MINUTES 22 SECONDS EAST 437.50 FEET TO A FENCE CORNER; THENCE NORTH 10 DEGREES 09 MINUTES 30 SECONDS WEST 549.00 FEET TO THE POINT AND PLACE OF BEGINNING, CONTAINING 10.9488 ACRES, OR 476928.3 SQ. FT.

RECORDED W/CERTIFICATE AND FEE

00 MAY -5 PM 3:48

PRINCE WILLIAM CO. VA

TESTED *David C. Mabie*
CLERK

4

A COPY TESTE:

DAVID C. MABIE, CLERK

BY: *Mary M. Jones*
Deputy Clerk