



West Virginia Department of Environmental Protection  
Office of Environmental Remediation  
601 57th Street, S.E.  
Charleston, WV 25304  
(304) 926-0455

<b>VRP NO.</b>	04506
<b>SITE NAME</b>	PQS #5117-Etowah
<b>LOCATION</b>	Barlow Road-Charleston

COC/LUC

## LAND USE COVENANT

FORMER PENNZOIL-QUAKER STATE ETOWAH TERMINAL  
1015 BARLOW DRIVE  
CHARLESTON, WEST VIRGINIA  
VRP No. 04506

Pennzoil-Quaker State (PQS, now PQS dba SOPUS Products) entered into a Voluntary Remediation Agreement executed on April 15, 2002 (hereinafter referred to as "the Agreement") with the Department of Environmental Protection for the State of West Virginia pursuant to the Voluntary Remediation and Redevelopment Act, W.Va. Code §§ 22-22-1 through 22-22-21 (hereinafter referred to as "the Act"), for certain property, located at 1015 Barlow Drive in Charleston, Kanawha County, West Virginia and more particularly described in a deed of record (Deed Book 1576, page 141 and 142) in the office of the Clerk of the County Commission of Kanawha County, West Virginia. In the Agreement, the current owner of this property, Etowah River Terminal, LLC, hereinafter referred to as "Owner," has agreed to the imposition of the restrictions on this property, as required by the Agreement (Paragraph 75). The Agreement allows certain levels of contamination to remain on the property and requires a land use covenant be recorded in the office of the Clerk of the Kanawha County Commission for the purposes of protecting public health and the environment and to prevent interference with the performance, operation and maintenance of any remedial actions required by the Agreement.

**NOW THEREFORE**, the following restrictions shall apply to this property:

1. The Owner shall prohibit all activities on the property which may interfere with the remedial action required by the Agreement.
2. The Owner shall prohibit all activities that may result in human exposures above those specified by the Agreement or that would result in the release of a contaminant that was contained as part of the remedial action. These activities include, but are not limited to:

a) Excavation or other penetration of the subsoil below the water table in the yellow shaded area of Figure 1 shall be by a contractor who is qualified and knowledgeable about releases and exposure to contaminants known to exist at the site. The contractor will be required to perform the work in accordance with a site specific Health and Safety Plan developed by an LRS or similarly qualified individual. Alternately, a contractor working under the direct supervision of an LRS, or similarly qualified individual may be used.

The current paved area, including the floors of existing buildings, shall be maintained in a contiguous, unbroken, impermeable condition. If excavated material is found to be contaminated, the removed materials shall be disposed in a proper manner. Following completion of construction, the exposed surface within the area of the former paving, shall be covered with concrete or paving in a similar manner to the pre-construction surface that results in a contiguous, unbroken, impermeable surface.

b) Extraction of groundwater at the site for any potable or non-potable use.

3. The Owner shall restrict the uses of the property to:

Recorded In DEED BK 2618 PG 804, 12/07/2004 01:13:41 PM Deed Tax 0.00, Recording Fee 6.00, TOTAL 6.00  
Alma Y. Kings, County Clerk, Kanawha County, WV

- a) Commercial and industrial use. The restriction prohibits use of the property for any residential use, including schools, daycare centers, nursing homes, or any other use considered to be residential in nature.
4. The Owner shall provide written notice to the Secretary of the Department of Environmental Protection of the intent to transfer any interest in the property.
  5. The Owner shall not convey any title, easement, or other interest in the property without adequate and complete provision for the continued implementation, operation and maintenance of any remedial action that has been implemented on the property pursuant to the Agreement and without assuring prevention of the releases and exposures described in the provisions of paragraph 2, above.
  6. The Owner shall grant the West Virginia Department of Environmental Protection and its designated representatives the right to enter the property at reasonable times for the purpose of monitoring compliance with the Agreement, and the Certificate of Completion, including the right to take samples, inspect the operation to evaluate the effectiveness of remedial activities, and inspect records all as provided in the Agreement.
  7. The Department of Environmental Protection may enforce the restrictions set forth in this Land Use Covenant by legal action in a court of appropriate jurisdiction.
  8. In accordance with the provisions of the Act regarding land use covenants, W. Va. Code §22-22-15, and in addition to any rights or duties contained in the Certificate of Completion, this Land Use Covenant relieves the applicant, its successors and assigns, the Owner and any subsequent successors and assigns of the Owner, and any person identified in W. Va. Code §22-22-18 from all civil liability to the state as provided under the Act so long as the property complies with the applicable standards identified in the Agreement.
  9. The restrictions and other requirements described in this Land Use Covenant shall run with the land and shall be binding upon any future owners, successors or assigns and their authorized agents, employees or persons acting under their direction or control. Subject to subsequent written modification or release signed by the Secretary and the owner at the time of such modification or release, and filed in the office of the Clerk of the County Commission of the county where these covenants have been recorded, this Land Use Covenant shall continue in perpetuity.
  10. If any provision of this Land Use Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof. All such other provisions shall continue unimpaired and in full force and effect.
  11. This Land Use Covenant shall not be amended, modified or terminated except by written instrument executed by and between the Owner at the time of the proposed amendment, modification or termination, and the Secretary of the West Virginia Department of Environmental Protection, or his successor in accordance with regulations promulgated by the Secretary or his successor. Within 5 days of executing an amendment, modification or termination of this Land Use Covenant, the

Owner shall record such amendment, modification or termination with the Clerk of the Kanawha Commission, and within 5 days thereafter, the Owner shall provide a true copy of the recorded amendment, modification or termination to the Secretary of the Department of Environmental Protection.

IN WITNESS WHEREOF, the said Owner of the above-described property and the Secretary of the Department of Environmental Protection have caused this Land Use Covenant to be executed this 7<sup>th</sup> day of December, 2004.

SIGNED:

[Signature]  
Property Owner

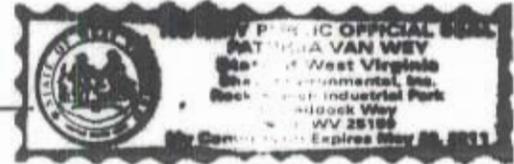
[Signature] Ken Ellison, Director  
Secretary, Department of Environmental Protection

I, Patricia VanWey, a Notary Public in and for the State and County aforesaid, do hereby certify that Denny Ferrell, whose name is signed to the writing above, bearing date the 17<sup>th</sup> day of November, 2004, has this day acknowledged same to be his true act and deed.

Given under my hand this the 17<sup>th</sup> day of November, 2004.

My commission expires May 23, 2011

Patricia VanWey  
Notary Public



I, Rhonda F. McGlothlin, a Notary Public in and for the State and County aforesaid, do hereby certify that Ken Ellison, whose name is signed to the writing above, bearing date the 7<sup>th</sup> day of December, 2004, has this day acknowledged same to be his true act and deed.

Given under my hand this the 7<sup>th</sup> day of December, 2004.

My commission expires April 26, 2010

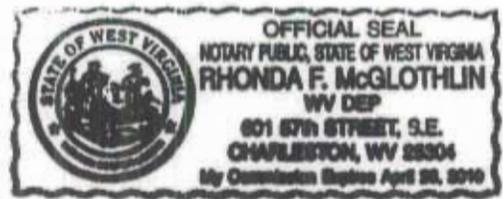
Rhonda F. McGlothlin  
Notary Public

It is requested that a true and executed copy of the recorded deed with this attached Land Use Covenant be forwarded to the Secretary of the West Virginia Department of Environmental Protection.

This instrument was presented to the Clerk of the County Commission of Kanawha County, West Virginia, on and the same is admitted to record.

DEC 07 2004

Teste: [Signature] Clerk 4  
Kanawha County Commission





Tax Payer ID: 76-0200625

Shaw Environmental, Inc.

Rock Branch Industrial Park  
6 Craddock Way  
Poca, WV 25159  
304.759.0425  
Fax: 304.759.0491



December 3, 2004

Mr. David Hight  
Project Manager  
WVDEP - Office of Environmental Remediation  
601 57<sup>th</sup> Street, SE  
Charleston, WV 25304



**RE: Request for Issuance of Certificate of Completion  
Voluntary Remediation Program  
Former Pennzoil-Quaker State Etowah Terminal  
1015 Barlow Drive  
Charleston, West Virginia 25311  
VCP No. 04506**

Dear Mr. Hight:

This request for issuance of Certificate of Completion (COC) for the above-referenced site is being submitted in conjunction with the submission of the Final Report to the West Virginia Department of Environmental Protection - Division of Waste Management, Office of Environmental Remediation (WVDEP-DWM, OER) on December 3, 2004. A Land Use Covenant (LUC) was prepared and signed by the property owner on November 17, 2004 and submitted to the WVDEP-DWM, OER for approval. Upon receiving approval of the LUC from the WVDEP-DWM-OER, Shaw Environmental, Inc. (Shaw Environmental), on behalf of Pennzoil-Quaker State (PQS, now PQS dba SOPUS Products), will file the LUC with the Kanawha County Courthouse. Once filed, a certified receipt of LUC registrations will be forwarded to you. Two completed copies of Appendix 60-4C "State of West Virginia Voluntary Remediation Program Certificate of Completion and Covenant" are attached for execution by the Secretary of the WVDEP.

Should you have questions regarding the above or attached information I may be contacted at 304.759.2741 or by e-mail at [george.robertson@shawgrp.com](mailto:george.robertson@shawgrp.com).

Sincerely,

**Shaw Environmental, Inc.** ([www.shawgrp.com](http://www.shawgrp.com))

A handwritten signature in blue ink that reads "George Robertson" with a circled "PV" to the right.

George A. Robertson, LRS  
Licensed Remediation Specialist

c: Dan McQuillen, Shell

## APPENDIX 60-4C

### STATE OF WEST VIRGINIA VOLUNTARY REMEDIATION PROGRAM CERTIFICATE OF COMPLETION AND COVENANT

Pennzoil-'Quaker State (PQS, now PQS dba SOPUS Products) entered into a Voluntary Remediation Agreement with the Secretary of the Department of Environmental Protection, dated January 3, 2002 ("Agreement") and the four modifications dated September 23, 2002, March 4, 2003, November 20, 2003 and April 12, 2004. The Agreement was entered into to address the release of any contaminants at Former Etowah Terminal ("Site") located at 1015 Barlow Drive, in Elk District, Kanawha County, West Virginia. The following documents are incorporated as a part of this Certificate and Covenant:

- The application dated November 2001 and the site assessment(s) submitted with the application;
- The Agreement dated January 3, 2002;
- A Site map (**Exhibit A, Figure 1**);
- A list of the chemicals-of-concern for which the remediation standards specified in the Agreement have been met (**Exhibit B**);
- The Baseline/Residual Human Health and Ecological Risk Assessment submitted for the site dated November 2004, revised;
- The final report submitted for the site dated December 2004, issued by a licensed remediation specialist;
- A description of any institutional or engineering controls that were used to achieve a remediation standard (**Exhibit C**);
- The land use covenant that is to be recorded for this site (**Exhibit D**).

This Certificate of Completion is issued pursuant to W.Va. Code §22-22-13 to PQS dba SOPUS Products in recognition of the completion of the work required under the Agreement.

Pursuant to W.Va. Code §§22-22-7(f), 22-22-13, 22-22-14, and 22-22-18, the Secretary of the West Virginia Department of Environmental Protection (hereinafter, "WVDEP"), **in the name of and** on behalf of the State of West Virginia, now covenants not to bring any civil, criminal or administrative action or claim, resulting from or based upon the release or threatened release of

contaminants that were the subject of the Voluntary Remediation Agreement. This covenant shall bar actions against PQS dba SOPUS Products, PQS dba SOPUS Products' successors and assigns, and those persons identified in W. Va. Code §22-22-18, from all public and private claims arising under Chapter 22 of the West Virginia Code or rules adopted thereunder in connection with the release or threatened release that was the subject of the Voluntary Remediation Agreement. This covenant shall not apply to PQS dba SOPUS Products' predecessors in title.

### CONDITIONS

This Certificate and the covenant it contains are subject to the terms and conditions set forth below:

1. The following conditions, contained in W.Va. Code §22-22-15, which may cause the Voluntary Remediation Agreement to be reopened:

- a) fraud was committed in demonstrating attainment of a standard at the site that resulted in avoiding the need for further remediation of the site;
- b) new information confirms the existence of an area of previously unknown contamination which contains contaminants that have been shown to exceed the standards applied to the previous remediation at the site;
- c) the level of risk is increased significantly beyond the established level of protection at the site due to substantial changes in exposure conditions, such as, a change in land use, or new information is obtained about a contaminant associated with the site which revises exposure assumptions beyond the acceptable range. This condition applies only where the level of risk is increased by a factor of at least five or the hazard index exceeds 1, or 10 where multiple systemic toxicants do not affect the same organ;
- d) the release occurred after the effective date of this Article on a site not used for industrial activity prior to the effective date of this Article; the remedy relied, in whole or in part, upon institutional or engineering controls instead of treatment or removal of contamination; and treatment, removal or destruction has become technically and economically practicable; or
- e) the remediation method failed to meet the remediation standard or combination of standards.

For purposes of this paragraph, "new information" means any information obtained directly or indirectly by the WVDEP from any person after issuance of a Certificate of Completion, but does not include information the WVDEP has received in the application for participation

in the voluntary remediation program, including any site assessment, during the execution of the voluntary remediation agreement or any work plan developed under such an agreement or other information available to the WVDEP under the voluntary remediation program prior to the execution of the Certificate of Completion. Information that does not qualify as new information may be considered by the Secretary along with new information if necessary, to determine whether any of the conditions for reopening set out in section 16 of this rule, have occurred.

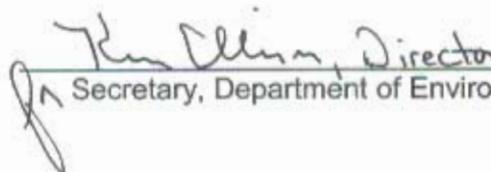
Where one of the foregoing conditions is found to exist for a portion but not all of the site, this certificate and covenant shall continue to apply to all portions of the site that were unaffected by the occurrence of that condition.

2. To the extent that the Agreement or any of the documents referenced in this certificate impose obligations that continue after the execution of this certificate, there shall be continued compliance with such obligations.

3. This certificate and covenant do not preclude the State of West Virginia from taking any unilateral action at the site, under any existing or future statutory authority, to protect human health and the environment; provided however, in no event shall the State have a right of recovery against PQS dba SOPUS Products or any other person to whom the covenant herein applies to the extent that such right of recovery arises under Chapter 22 of the West Virginia Code, and relates to matters covered by the Agreement.

4. This certificate and covenant do not preclude the State from seeking recovery of such sums as the PQS dba SOPUS Products has agreed to pay the WVDEP under the Agreement.

**WHEREFORE**, the Secretary of the Department of Environmental Protection, on behalf of the State of West Virginia, issues this certificate and covenant, with all aforementioned privileges, responsibilities, conditions and reservations, this date of December 7, 2024 to PQS dba SOPUS Products.

  
Secretary, Department of Environmental Protection

**EXHIBIT A**

**FIGURE 1  
SITE PLAN**



## **EXHIBIT B**

### **CONTAMINANTS OF CONCERN FOR WHICH REMEDICATION STANDARDS HAVE BEEN MET**

**FORMER PENNZOIL-QUAKER STATE ETOWAH TERMINAL  
1015 BARLOW DRIVE  
CHARLESTON, WEST VIRGINIA**

Table 3 lists contaminant(s) of concern for which remediation standards specified in the Voluntary Remediation Agreement have been met at the Former Pennzoil-Quaker State Etowah Terminal, 1015 Barlow Drive, Charleston, West Virginia

**Table 3**  
**Chemicals of Concern (Standards Have Been Met)**  
**Former PQS Etowah Terminal**  
**1015 Barlow Drive**  
**Charleston, West Virginia**

Parameter	CAS Number	Table 60-3B De Minimis (mg/L)	Analysis	SW 846 Method	Matrix
Benzene	71-43-2	0.005	VOCs Solvents	8260B (10mL Purge when solvents are included)	Soil and Water
Toluene	108-88-3	1			
Ethylbenzene	100-41-4	1.3			
Xylenes	1330-20-7	10			
Methyl tertiary butyl ether	none	0.020 (b)			
Acetone	67641	0.61			
n-Butanol (1-Butanol)	71-36-3	3.7			
Carbon disulfide	75150	1			
Carbon tetrachloride	56235	0.005			
Chlorobenzene	108907	0.11			
Cyclohexanone	108941	180,000			
1,2-Dichlorobenzene	95501	0.6			
Isobutanol	78831	1.8			
1,1,2-Trichloroethane	79005	0.005			
Trichloroethene	79016	0.005			
Methylene chloride	75-92	0.005			
Methyl ethyl ketone (MEK)	78933	1.9			
Methyl isobutyl ketone (MIBK)	108101	0.16			
Tetrachloroethene	127184	0.005			
1,1,1-Trichloroethane (TCA)	71556	0.54			
Trichlorofluoromethane	75694	1.3			
o-Cresol (2-Methylphenol)	95487	1.8	VOCs Solvents and PAH	8270C SIMS	
m-cresol (3-Methylphenol)	108394	1.8			
p-Cresol (4-Methylphenol)	106445	0.18			
Pyridine	110861	0.037			
Nitrobenzene	98953	0.0034			
Acenaphthene	83-32-9	0.37			
Anthracene	120-12-7	1.8			
Benzo(a)anthracene	56-55-3	0.000091			
Benzo(a)pyrene	50328	0.0002			
Benzo(b)fluoranthene	205992	0.000091			
Benzo(k)fluoroanthene	207089	0.00091			
Chrysene	218-01-9	0.0091			
Dibenzo(a,h)anthracene	53703	0.000091			

**Table 3 (Continued)**  
**Chemicals of Concern (Standards Have Been Met)**  
**Former PQS Etowah Terminal**  
**1015 Barlow Drive**  
**Charleston, West Virginia**

Parameter	CAS Number	Table 60-3B De Minimis (mg/L)	Analysis	SW 846 Method	Matrix
Fluoranthene	206-44-0	1.5	Solvents and PAH (Continued)	8270C SIMS	Soil and Water
Fluorene	86-73-7	0.24			
Indeno(1,2,3-cd)pyrene	193395	0.000091			
Naphthalene	91-20-3	0.0062			
Pyrene	129-00-0	0.18			
2-Ethoxyethanol	110805	15	TPH	8015B	
Ethylene glycol	107211	73			
Methanol	67561	18			
Diesel range organics C <sub>10</sub> -C <sub>28</sub>	none	0.33 (b)			
Oil range organics C <sub>28</sub> -C <sub>35</sub>	none	0.16 (b)			
Gasoline range organics C <sub>6</sub> -C <sub>10</sub>	800-61-9	1.5 (b)			
Cadmium	7440439	0.018	Inorganics	6010B	
Chromium III	16065831	55		6010B	
Lead	7439-82-1	0.015		6010B	
Chromium VI	18540299	0.11		7196A	

# EXHIBIT C

## DESCRIPTION OF INSTITUTIONAL AND ENGINEERING CONTROLS

### FORMER PENNZOIL-QUAKER STATE ETOWAH TERMINAL 1015 BARLOW DRIVE CHARLESTON, WEST VIRGINIA

The property Owner filed a Land Use Covenant (LUC) which establishes restrictions on the current and future use of this property as follows:

- 1) The Owner shall restrict the uses of the property to commercial and industrial use. This restriction prohibits use of the property for any residential use, including schools, daycare centers, nursing homes or other residential-style facilities or recreational areas.
- 2) The Owner shall prohibit all activities on the property that may interfere with the remedial action required by the Agreement.
- 3) The Owner shall prohibit all activities that may result in human exposures above those specified by the Agreement or that would result in the release of a contaminant that was contained as part of the remedial action. These prohibited activities include, but are not limited to:
  - a) Excavation, drilling or penetration of the current paved area below a depth of two feet from ground surface within the shaded/cross-hatched area as shown on **Exhibit A, Figure 1** unless the excavation operations and activities are either; 1) performed by a qualified and knowledgeable contractor that is aware of the potential to release the contaminant and the resultant risk of exposure to human health and/or ecological receptors, is capable of on-site evaluation of excavated material, and who performs the work in accordance with a site specific Health and Safety Plan developed by an Licensed Remediation Specialist (LRS) or similarly qualified individual or 2) a contractor working under the supervision of a LRS, or 3) a similarly qualified individual or organization.
  - b) Except as allowed in 3.a above, the current paved area, including floors of the existing building, shall be maintained in a contiguous, unbroken, impermeable, condition such that they perform as engineering controls. If excavated material is found to be contaminated, the removed materials shall be disposed in accordance with local, state and federal regulations. Following completion of construction/excavation activities, the exposed ground surface within the area of former paving shall be covered/replaced with concrete or paving in a similar manner to the pre-construction surface that results in a contiguous, unbroken, impermeable, surface such that the new surface performs as an engineering control.
  - c) Extraction of groundwater at the site for any potable use. Extraction of groundwater for non-potable uses without appropriate treatment and approval by the WVDEP-OER, Office of Environmental Remediation

## LAND USE COVENANT

**FORMER PENNZOIL-QUAKER STATE ETOWAH TERMINAL  
1015 BARLOW DRIVE  
CHARLESTON, WEST VIRGINIA  
VRP No. 04506**

Pennzoil-Quaker State (PQS, now PQS dba SOPUS Products) entered into a Voluntary Remediation Agreement executed on April 15, 2002 (hereinafter referred to as "the Agreement") with the Department of Environmental Protection for the State of West Virginia pursuant to the Voluntary Remediation and Redevelopment Act, W.Va. Code §§ 22-22-1 through 22-22-21 (hereinafter referred to as "the Act"), for certain property, located at 1015 Barlow Drive in Charleston, Kanawha County, West Virginia and more particularly described in a deed of record (Deed Book 1576, page 141 and 142) in the office of the Clerk of the County Commission of Kanawha County, West Virginia. In the Agreement, the current owner of this property, Etowah River Terminal, LLC, hereinafter referred to as "Owner," has agreed to the imposition of the restrictions on this property, as required by the Agreement (Paragraph 75). The Agreement allows certain levels of contamination to remain on the property and requires a land use covenant be recorded in the office of the Clerk of the Kanawha County Commission for the purposes of protecting public health and the environment and to prevent interference with the performance, operation and maintenance of any remedial actions required by the Agreement.

**NOW THEREFORE**, the following restrictions shall apply to this property:

1. The Owner shall prohibit all activities on the property which may interfere with the remedial action required by the Agreement.
2. The Owner shall prohibit all activities that may result in human exposures above those specified by the Agreement or that would result in the release of a contaminant that was contained as part of the remedial action. These activities include, but are not limited to:

a) Excavation or other penetration of the subsoil below the water table in the yellow shaded area of Figure 1 shall be by a contractor who is qualified and knowledgeable about releases and exposure to contaminants known to exist at the site. The contractor will be required to perform the work in accordance with a site specific Health and Safety Plan developed by an LRS or similarly qualified individual. Alternately, a contractor working under the direct supervision of an LRS, or similarly qualified individual may be used.

The current paved area, including the floors of existing buildings, shall be maintained in a contiguous, unbroken, impermeable condition. If excavated material is found to be contaminated, the removed materials shall be disposed in a proper manner. Following completion of construction, the exposed surface within the area of the former paving, shall be covered with concrete or paving in a similar manner to the pre-construction surface that results in a contiguous, unbroken, impermeable surface.

b) Extraction of groundwater at the site for any potable or non-potable use.

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  6. The Owner shall grant the West Virginia Department of Environmental Protection and its designated representatives the right to enter the property at reasonable times for the purpose of monitoring compliance with the Agreement, and the Certificate of Completion, including the right to take samples, inspect the operation to evaluate the effectiveness of remedial activities, and inspect records all as provided in the Agreement.
  7. The Department of Environmental Protection may enforce the restrictions set forth in this Land Use Covenant by legal action in a court of appropriate jurisdiction.
  8. In accordance with the provisions of the Act regarding land use covenants, W. Va. Code §22-22-15, and in addition to any rights or duties contained in the Certificate of Completion, this Land Use Covenant relieves the applicant, its successors and assigns, the Owner and any subsequent successors and assigns of the Owner, and any person identified in W. Va. Code §22-22-18 from all civil liability to the state as provided under the Act so long as the property complies with the applicable standards identified in the Agreement.
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  10. If any provision of this Land Use Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof. All such other provisions shall continue unimpaired and in full force and effect.
  11. This Land Use Covenant shall not be amended, modified or terminated except by written instrument executed by and between the Owner at the time of the proposed amendment, modification or termination, and the Secretary of the West Virginia Department of Environmental Protection, or his successor in accordance with regulations promulgated by the Secretary or his successor. Within 5 days of executing an amendment, modification or termination of this Land Use Covenant, the

Owner shall record such amendment, modification or termination with the Clerk of the Kanawha Commission, and within 5 days thereafter, the Owner shall provide a true copy of the recorded amendment, modification or termination to the Secretary of the Department of Environmental Protection.

IN WITNESS WHEREOF, the said Owner of the above-described property and the Secretary of the Department of Environmental Protection have caused this Land Use Covenant to be executed this 1<sup>th</sup> day of December, 2004.

SIGNED:

[Signature]  
Property Owner

[Signature] Director  
Secretary, Department of Environmental Protection

I, Patricia VanWey, a Notary Public in and for the State and County aforesaid, do hereby certify that Denny Ferrell, whose name is signed to the writing above, bearing date the 17<sup>th</sup> day of November, 2004, has this day acknowledged same to be his true act and deed.

Given under my hand this the 17<sup>th</sup> day of November, 2004.

My commission expires May 23, 2011

Patricia VanWey  
Notary Public



I, Rhonda F. McGlothlin, a Notary Public in and for the State and County aforesaid, do hereby certify that Ken Ellison, whose name is signed to the writing above, bearing date the 7<sup>th</sup> day of December, 2004, has this day acknowledged same to be his true act and deed.

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My commission expires April 26, 2010

Rhonda F. McGlothlin  
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It is requested that a true and executed copy of the recorded deed with this attached Land Use Covenant be forwarded to the Secretary of the West Virginia Department of Environmental Protection.



