Trigg Hansa Insurance Company
Policy No. AD 47-000329-01
VRP #02235

LAND USE COVENANT

Wiley and Nowlan, Ashland Oil Agent, has entered into a Voluntary Remediation Agreement (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 on West Virginia Route 10/6, Sheridan District, Lincoln County, West Virginia and more particularly described in a deed of record in the office of the Clerk of the County Commission of Lincoln County, West Virginia. In the Agreement, the current owner of this property, James L. Burton and Marilyn S. Burton, hereinafter referred to as "Owner," has agreed to the imposition of the restrictions on this property, as required by the Agreement. 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 Lincoln 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) Withdrawal and future use of shallow groundwater (i.e., groundwater present in the unconsolidated material above bedrock), with the exception of monitoring wells used to evaluate groundwater quality.
   b) Excavation or drilling into the groundwater table unless the excavation operations and activities are either performed by a qualified and knowledgeable contractor that is aware of potential exposure to the COCs and has a Health and Safety Plan (available at the site) to protect the public and workers; or a contractor working under the direct supervision of a Licensed Remediation Specialist (LRS), or a similarly qualified individual or organization familiar with the requirements of the Agreement.
   c) If excavation or drilling in the groundwater table occurs, "Owner" must characterize and dispose of the potentially contaminated soils in accordance with applicable regulatory requirements.
   d) Engineering controls to reduce vapor intrusion into new structures placed on the site.

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

   No use restrictions other than those presented in paragraph 2 above.

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 five 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 [County] Commission, and within five 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.

The undersigned persons executing this Land Use Covenant on behalf of the Owner represent and certify that they are duly authorized and have been fully empowered to execute and deliver this Land Use Covenant.

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 day of 10 March, 2006.

SIGNED:

James L. Burton
Co-Owner, James L. Burton

Marilyn S. Burton
Co-Owner, Marilyn S. Burton

I, NONA G. CONLEY, a Notary Public in and for the State and County aforesaid, do hereby certify that JAMES L. BURTON MARILYN S. BURTON, whose name is signed to the writing above, bearing date the 10th day of March, 2006 has this day acknowledged same to be his true act and deed.

Given under my hand this the 10th day of March, 2006

My commission expires August 22, 2012

Nona G. Conley
Notary Public

Official Seal
Notary Public of West Virginia
Nona G. Conley
P.O. Box 292
Hamlin, WV 25523
My commission expires August 22, 2012

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I, Rhonda J. 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 24th day of March, 2006, has this day acknowledged same to be his true act and deed.

Given under my hand this the 24th day of March, 2006

My commission expires April 26, 2010

OFFICIAL SEAL
NOTARY PUBLIC, STATE OF WEST VIRGINIA
RHONDA F. McGLOTHLIN
WV BRP
601 57th STREET, S.E.
CHARLESTON, WV 25304
My Commission Expires April 26, 2010

Rhonda J. McGlothlin
Notary Public

Ken Ellison
Director, Division of Land Restoration, West Virginia Department of Environmental Protection

Instructions to the Clerk of the County Commission of Lincoln County, West Virginia:

Please return the recorded document to:

Mr. Ken Ellison
Director
Division of Land Restoration
West Virginia Department of Environmental Protection
601 57th Street, SE
Charleston, West Virginia 25304

LINCOLN COUNTY COUNTY, WV
FILED
March 31, 2006 13:07:20

DONALD C. WHITTEN
COUNTY CLERK
TRANSACTION NO: 2006001790

INSTRUMENT TO RECORD BOOK
Book: 00005 Page: 00094
Line: 00001