



STEPHEN D. PAESANI
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January 8, 2007

Ken Ellison, Director
WV Dept. Of Environmental Protection
601 57th Street, S.E.
Charleston, WV 25304

**Re: Norfolk Southern Railway Company
Virginian Railway Properties, L.P.**

Dear Mr. Ellison:

Enclosed herewith is the original ***Recorded Certificate of Completion and Covenant*** and the ***Land Use Covenant*** with regard to the above-referenced matter, pursuant to your requirements.

Thank you for your kind attention to this important matter.

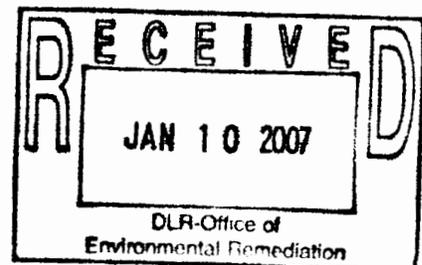
Very truly yours,

STEPHEN D. PAESANI

SDP:nkl

Enclosure(s)

cc: Thomas Bishop (w/enc.)
Channing Martin, Esq. (w/enc.)
S.R. Sink (w/o enc.)



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

Norfolk Southern Railway Company and Virginian Railway Properties, L.P. (Co-Applicants) entered into a Voluntary Remediation Agreement with the Secretary of the Department of Environmental Protection, dated December 30, 1999 ("Agreement"). The Agreement was entered into to address the release of any contaminants at the former Princeton Roadway Shop ("Site") located at the eastern terminus of Mercer Street, in the New River District, Mercer County, West Virginia containing 19.9 acres more or less, shown on the map as Exhibit A and more particularly described on the attached Exhibit B. The following documents are incorporated as a part of this Certificate and Covenant:

DEC 20 2006

Return: S. Paesani 1407 E. Main St. Princeton, WV 24740

- The application dated November 4, 1997, the site assessment submitted with the application and the amendments to the application dated September 19, 2001 and October 16, 2006.
- The Agreement dated December 30, 1999 and Modification dated October 17, 2006.
- Map depicting the site (See Exhibit A).
- Description of site (See Exhibit B).
- A list of the contaminants for which the remediation standards specified in the Agreement have been met (See Exhibit C).
- The final report submitted for the site dated November 2006, issued by a licensed remediation specialist.
- A description of any institutional or engineering controls that were used to achieve a remediation standard (See Exhibit D).
- The land use covenant that is to be recorded for this site (See Exhibit E).

This Certificate of Completion is issued pursuant to W.Va. Code §22-22-13 to Norfolk Southern Railway Company and Virginian Railway Properties, L.P. 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 Norfolk Southern Railway Company and Virginian Railway Properties, L.P.,

Norfolk Southern Railway Company and Virginian Railway Properties, L.P.'s 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 Norfolk Southern Railway Company and Virginian Railway Properties, L.P.'s 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 division from any person after issuance of a Certificate of Completion, but does not include information the division 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 division 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 director 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 Norfolk Southern Railway Company and Virginian Railway Properties, L.P. 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 Norfolk Southern Railway Company and Virginian Railway Properties, L.P. 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 15, 2006 to Norfolk Southern Railway Company and Virginian Railway Properties, L.P.

Ken Ellum, Director

jm

Secretary, Department of Environmental Protection

Exhibit A

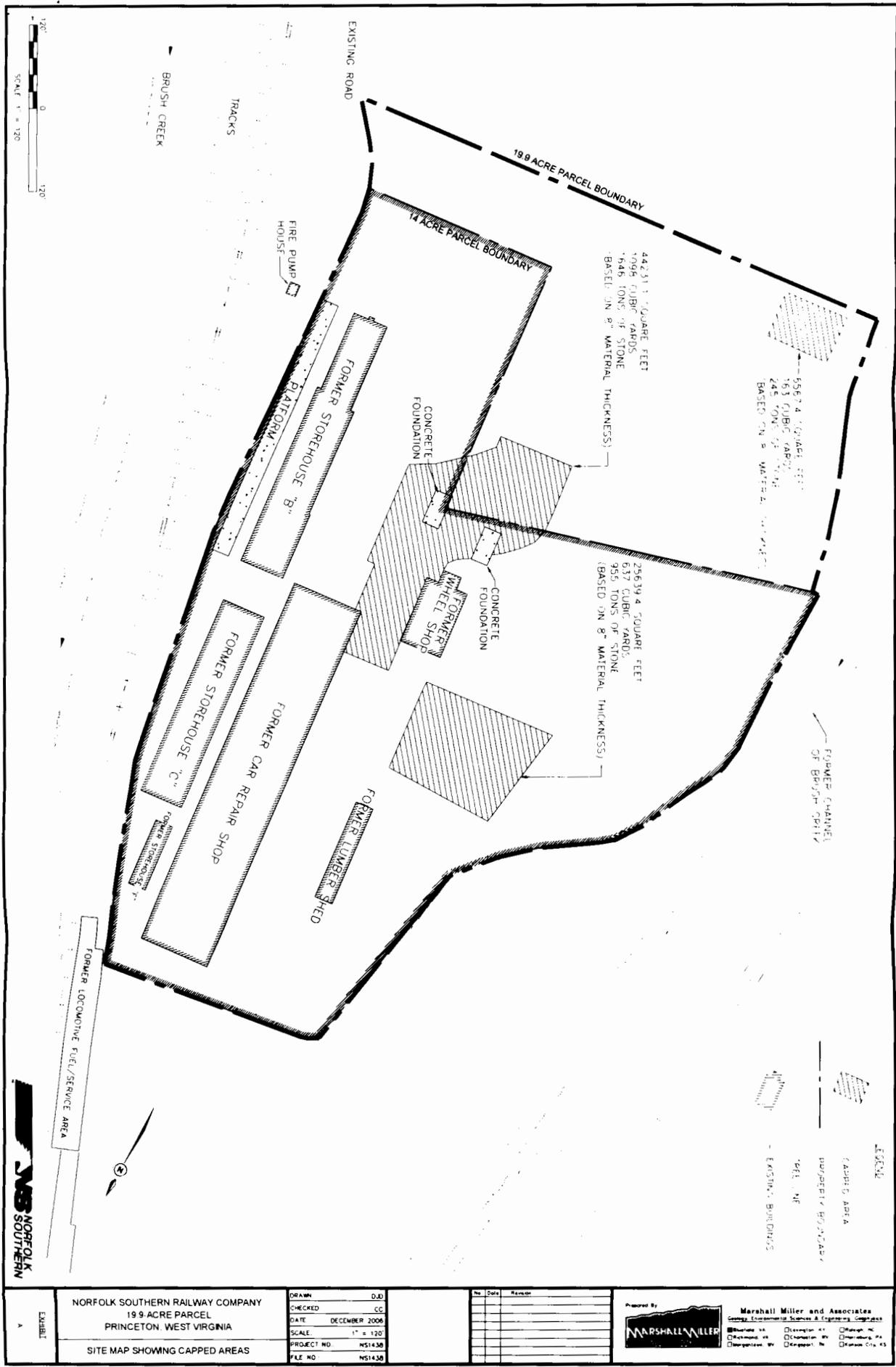


EXHIBIT B

A parcel of land situated in the City of Princeton, Mercer County, WV more particularly described as follows:

BEGINNING on a 5/8" rebar set on the westerly side of the access and being N 0-06-02 W 131.07 feet from the SE corner of land acquired by Virginia Railway Properties, L.P., from Community Action of South Eastern WV; thence through the said land, N 61-05-26 W 285.00 feet to a 5/8" rebar set; thence,

N 28-54-34 E 380.00 feet to a 5/8" rebar set; thence,

N 71-33-35 W 538.92 feet to a 5/8" rebar set on the east side of an access road; thence,

N 55-59-52 W 10.00 feet to a point in the center of the said road; thence,

N 34-00-08 E 80.88 feet to a point on the east side of the said road; thence along the east side of the road, the following calls,

N 33-41-00 E 50.44 feet, N 31-25-54 E 119.73 feet, N 42-52-48 E 36.78 feet,
 N 59-31-57 E 25.07 feet, N 63-04-43 E 35.08 feet, N 59-30-27 E 81.04 feet,
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 N 44-02-06 E 300.15 feet, S 87-08-06 E 14.92 feet, S 74-30-02 E 10.02 feet,
 S 64-05-45 E 303.85 feet to a 5/8" rebar set north of the said access road; thence,

S 14-18-51 W 298.24 feet to a point on the west side of the access road; thence along the said west side, the following calls,

S 23-21-36 W 44.22 feet, S 24-28-12 W 303.67 feet, S 28-29-29 W 60.43 feet,
 S 30-18-18 W 446.95 feet, S 22-35-00 W 36.84 feet to the beginning.

Containing 14.00 acres more or less, as surveyed by James Wentz.

1365869v1

EXHIBIT C

Table 1
Chemicals in Soil in Compliance with Remediation Standards
19.9 Acre Parcel
Princeton Roadway Shop
Princeton, Mercer County, West Virginia

Chemical
TPH-DRO
Benzo(b)fluoranthene
Benzo(a)pyrene
Dibenz(a,h)anthracene
Tetrachloroethene
Lead

Table 2
Chemicals in Ground Water in Compliance with Remediation Standards
19.9 Acre Parcel
Princeton Roadway Shop
Princeton, Mercer County, West Virginia

Chemical
TPH-Fuel Oil No. 6
TPHDRO

EXHIBIT D

Description of Institutional and Engineering Controls

19.9 Acre Parcel

Princeton Roadway Shop

Princeton, Mercer County, West Virginia

Institutional Controls

The Owner shall record a Land Use Covenant that will 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, drilling or subsurface work unless the excavation operations and activities are either (i) performed by a qualified and knowledgeable contractor that is aware of any potential release of a contaminant and has a Health and Safety Plan to protect the public and workers, or (ii) performed by a qualified and knowledgeable contractor working under the supervision of a Licensed Remediation Specialist or a similarly qualified individual or organization;
- (b) Disturbance of any capped remediation area marked on the attached Exhibit B, except to maintain or repair the same, maintain or install utilities, expand existing facilities or construct future facilities, or as part of any future remedial action; and
- (c) Use of groundwater for any purpose other than groundwater monitoring.

The Land Use Covenant shall restrict the use of the Property to non-residential uses only.

Engineering Controls

The Owner shall maintain the integrity of the capped remediation areas, as marked on the attached map and as noted in the Land Use Covenant.

LAND USE COVENANT

VIRGINIAN RAILWAY PROPERTIES, L.P. (the "Owner") and NORFOLK SOUTHERN RAILWAY COMPANY (collectively, the "Applicants") have 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 22-22-2 (hereinafter referred to as "the Act"), for certain property located at the eastern terminus of Mercer Street in New River District, Mercer County, West Virginia, containing 19.9 acres, more or less, shown on the plat attached as Exhibit A and more particularly described on the attached Exhibit B. Paragraph 71 of the Agreement requires the Applicants and VIRGINIAN RAILWAY PROPERTIES, L.P., as the owner of said property, to file a Land Use Covenant with the Clerk of the Mercer Commission. 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 Mercer 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. The parties hereto intend that this Land Use Covenant shall be substituted for and shall supercede any Land Use Covenants previously recorded in the chain of title to the Property.

A Certificate of Completion for the Property has been issued by the West Virginia Department of Environmental Protection and is attached hereto as Exhibit C.

NOW THEREFORE, as the Applicants, and VIRGINIAN RAILWAY PROPERTIES, L.P., as the owner, and the Secretary have provided in the Agreement, 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, drilling or subsurface work unless the excavation operations and activities are either (i) performed by a qualified and knowledgeable contractor that is aware of any potential release of a contaminant and has a Health and Safety Plan to protect the public and workers, or (ii) performed by a qualified and knowledgeable contractor working under the supervision of a Licensed Remediation Specialist or a similarly qualified individual or organization;

(b) Disturbance of any capped remediation area marked on the attached Exhibit B, except to maintain or repair the same, maintain or install utilities, expand existing facilities or construct future facilities, or as part of any future remedial action; and

(c) Use of groundwater for any purpose other than groundwater monitoring.

3. The Owner shall restrict use of the Property to non-residential uses only.

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 the remedial action, 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 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 (i) 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, and (ii) be substituted for and supercede any and all Land Use Covenants previously recorded in the chain of title to the Property, including but not limited to that Land Use Covenant recorded on April 15, 2002 in Deed Book 842, Page 630; that Land Use Covenant recorded on September 1, 2006 in Deed Book 901, Page 501; that Land Use Covenant recorded on September 1, 2006 in Deed Book 901, Page 518; and that Land Use Covenant recorded on September 1, 2006 in Deed Book 901, Page 531. By their signatures below, the parties hereto and agree and consent to (i) the substitution of this Land Use Covenant for any and all previously recorded Land Use Covenants, and (ii) the termination and release of any and all previously recorded Land Use Covenants. 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 Mercer County Commission, 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 Mercer County 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.

The undersigned persons executing this Land Use Covenant represent and certify that they are duly authorized and have been fully empowered to execute this document on behalf of their respective entities.

IN WITNESS WHEREOF, the parties have caused this Land Use Covenant to be executed as of the 15th day of December, 2006.

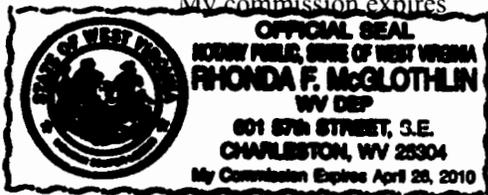
SIGNED:

Ken Ellison, Director
for Secretary, Department of Environmental Protection

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 15th day of December, 2006, has this day acknowledged same to be his true act and deed.

Given under my hand this the 15th day of December, 2006.

My commission expires April 26, 2010



Rhonda F. McGlothlin
Notary Public

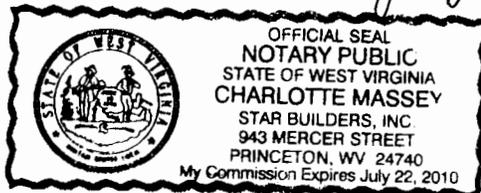
Virginia Railway Properties, L.P.

By [Signature]

I, Charlotte Massey, a Notary Public in and for the State and County aforesaid, do hereby certify that Samuel R. [Signature], whose name is signed to the writing above, bearing date the _____ day of December, 2006, has this day acknowledged same to be his true act and deed.

Given under my hand this the 11th day of December, 2006.

My commission expires July 22, 2010



Charlotte Massey
Notary Public

Norfolk Southern Railway Company

BOOK 905 PAGE 309

By *[Signature]*
Vice President

I, Marilyn L. Flottman, a Notary Public in and for the State and County aforesaid, do hereby certify that F. Blair Wimbusch, whose name is signed to the writing above, bearing date the 15th day of December, 2006, has this day acknowledged same to be his true act and deed.

Given under my hand this the 12th day of December, 2006.

My commission expires January 31, 2010



[Signature]
Notary Public

Community Action of South Eastern West Virginia

By *[Signature]*

I, Kimberly M. Thomas, a Notary Public in and for the State and County aforesaid, do hereby certify that Draetta Hubbard, whose name is signed to the writing above, bearing date the 15th day of December, 2006, has this day acknowledged same to be his true act and deed.

Given under my hand this the 15th day of December, 2006.

My commission expires December 31, 2007

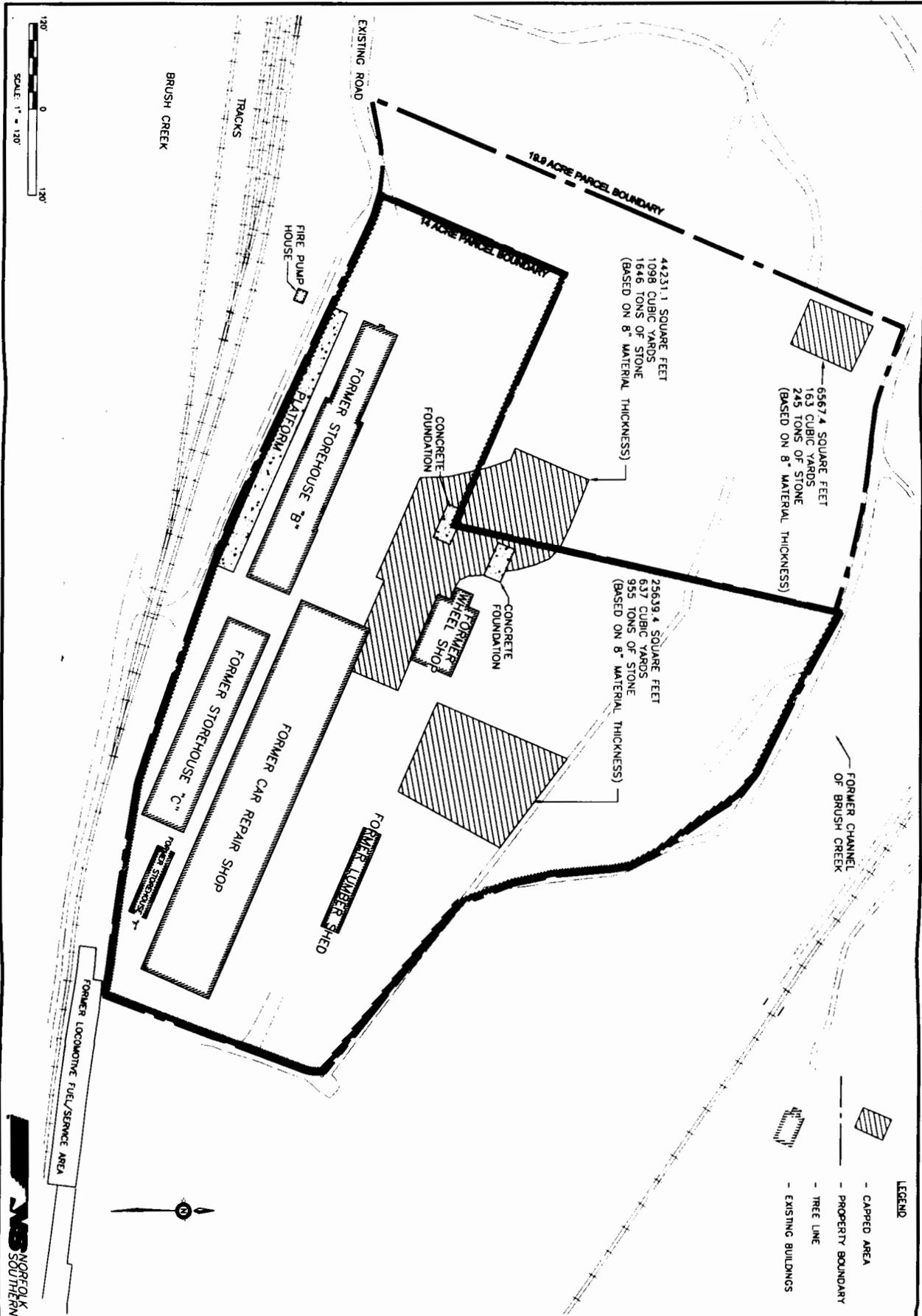
[Signature]
Notary Public

To the Clerk of the Mercer County Commission:

Please record this Land Use Covenant for the 19.9 acre parcel, more or less, described herein, and return the recorded document to the Director of the West Virginia Department of Environmental Quality at the following address:

Mr. Ken Ellison, Director
WVDEP, DLR
601 57th Street
Charleston, WV 25304

EXHIBIT A



NORFOLK SOUTHERN RAILWAY COMPANY
19.9-ACRE PARCEL
PRINCETON, WEST VIRGINIA

SITE MAP SHOWING CAPPED AREAS

DATE: 12/1/08
SCALE: 1" = 120'
PROJECT NO.: NS1439
FILE NO.: NS1439

DATE	BY	REVISION

Prepared by
MARSHALL MILLER
Marshall Miller and Associates
Civil, Electrical, Survey & Structural Engineers

Checked by
Designed by
Drawn by
Reviewed by

EXHIBIT B

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VOLUNTARY REMEDIATION PROGRAM
CERTIFICATE OF COMPLETION AND COVENANT**

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Ken Ellum, Director

fn

Secretary, Department of Environmental Protection

NORFOLK SOUTHERN 19.9-ACRE PARCEL PRINCETON, WEST VIRGINIA DATE: DECEMBER 2008 CHECKED: CC DRAWN: DD	PROJECT NO.: NS1438 FILE NO.: NS1438
	SITE MAP SHOWING CAPPED AREAS EXHIBIT

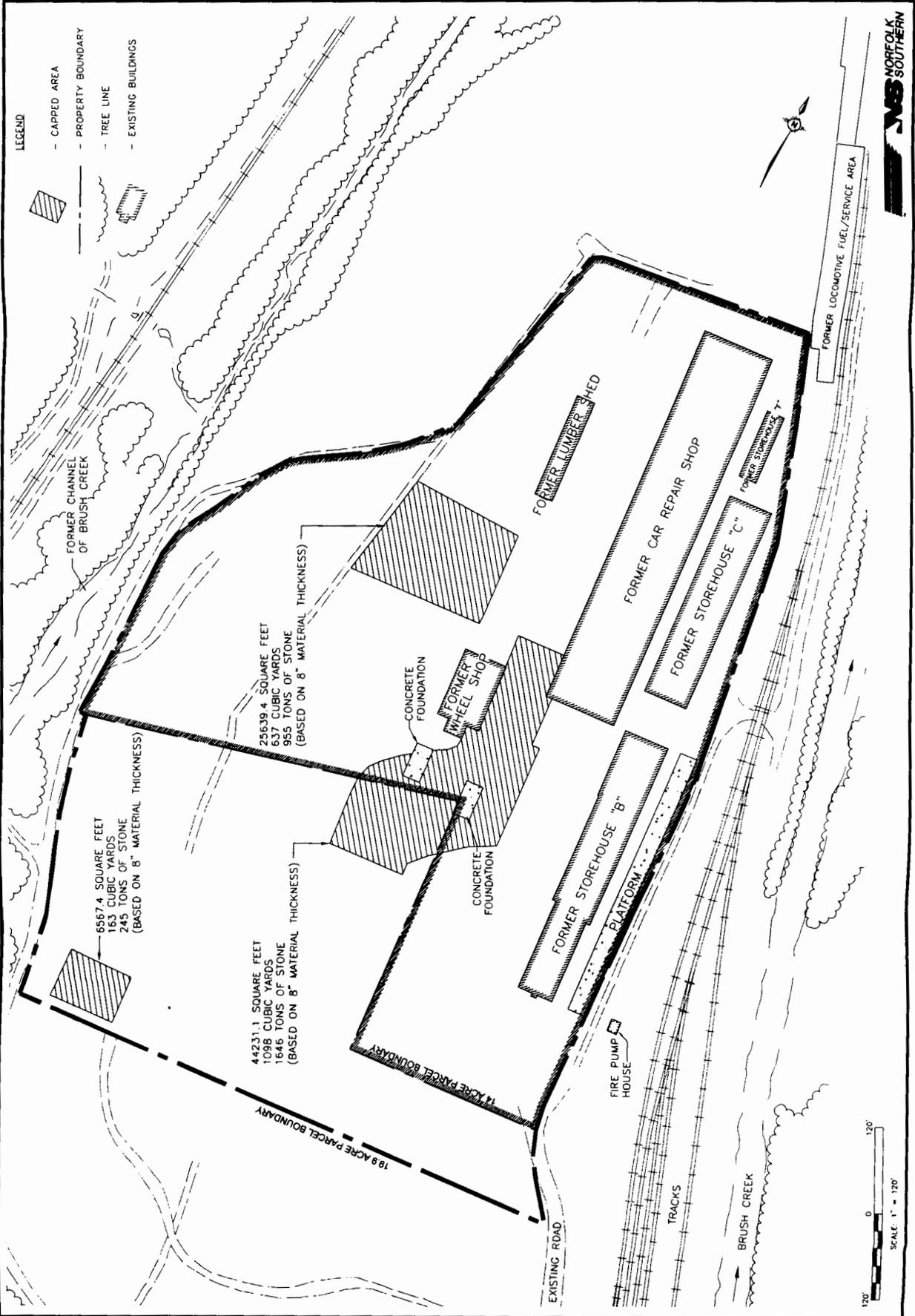


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N 44-02-06 E 300.15 feet, S 87-08-06 E 14.92 feet, S 74-30-02 E 10.02 feet,
S 64-05-45 E 303.85 feet to a 5/8" rebar set north of the said access road; thence,

S 14-18-51 W 298.24 feet to a point on the west side of the access road; thence along the said west side, the following calls,

S 23-21-36 W 44.22 feet, S 24-28-12 W 303.67 feet, S 28-29-29 W 60.43 feet,
S 30-18-18 W 446.95 feet, S 22-35-00 W 36.84 feet to the beginning.

Containing 14.00 acres more or less, as surveyed by James Wentz.

EXHIBIT C

Table 1
Chemicals in Soil in Compliance with Remediation Standards
19.9 Acre Parcel
Princeton Roadway Shop
Princeton, Mercer County, West Virginia

Chemical
TPH-DRO
Benzo(b)fluoranthene
Benzo(a)pyrene
Dibenz(a,h)anthracene
Tetrachloroethene
Lead

Table 2
Chemicals in Ground Water in Compliance with Remediation Standards
19.9 Acre Parcel
Princeton Roadway Shop
Princeton, Mercer County, West Virginia

Chemical
TPH-Fuel Oil No. 6
TPHDRO

EXHIBIT D**Description of Institutional and Engineering Controls****19.9 Acre Parcel****Princeton Roadway Shop****Princeton, Mercer County, West Virginia****Institutional Controls**

The Owner shall record a Land Use Covenant that will 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, drilling or subsurface work unless the excavation operations and activities are either (i) performed by a qualified and knowledgeable contractor that is aware of any potential release of a contaminant and has a Health and Safety Plan to protect the public and workers, or (ii) performed by a qualified and knowledgeable contractor working under the supervision of a Licensed Remediation Specialist or a similarly qualified individual or organization;
- (b) Disturbance of any capped remediation area marked on the attached Exhibit B, except to maintain or repair the same, maintain or install utilities, expand existing facilities or construct future facilities, or as part of any future remedial action; and
- (c) Use of groundwater for any purpose other than groundwater monitoring.

The Land Use Covenant shall restrict the use of the Property to non-residential uses only.

Engineering Controls

The Owner shall maintain the integrity of the capped remediation areas, as marked on the attached map and as noted in the Land Use Covenant.

WEST VIRGINIA
IN MERCER COUNTY COMMISSION CLERK'S OFFICE

This DEC 19 2006 3:59 AM-PM

the foregoing writing was presented in said
office and duly admitted to record therein

Teste: *Richard D. [Signature]* Clerk