LAND USE COVENANT

[To be used where applicant is the owner of the property covered by the Voluntary Remediation Agreement].

Valley Fertilizer & Chemical Co., Inc. ("Valley") has entered into a Voluntary Remediation Agreement (hereinafter referred to as "the Agreement") with Co-Applicant Miller Chemical & Fertilizer Corporation ("Miller") and 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 300 North Preston Street in the City of Ranson, Jefferson County, West Virginia and more particularly described in a deed of record in the office of the Clerk of the County Commission of Jefferson County, West Virginia. Paragraph XXV.71 of the Agreement requires Valley, as the owner of said property, to file a Land Use Covenant with the Clerk of the Jefferson County 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 Jefferson 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, as Valley, hereinafter referred to as "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:

Groundwater on the Site will not be used for any purpose except for monitoring purposes unless the groundwater is remediated or otherwise shown to meet applicable standards.

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

Commercial/industrial use 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 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 Owner and Miller and any subsequent successors and assigns of the Owner or Miller 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 among the Owner and Miller 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 [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.

IN WITNESS WHEREOF, the said Owner of the above described property, Miller, and the Secretary of the Department of Environmental Protection have caused this Land Use Covenant to be executed this 11th day of October, 2005

SIGNED:

Property Owner

for Secretary, Department of Environmental Protection

Miller Chemical & Fertilizer Corporation

Alco723v3

I, Cathy M. Sheets, a Notary Public in and for the State and County aforesaid, do hereby certify that Orville L. Smoot, whose name is signed to the writing above, bearing date the 15th day of July, 2005 has this day acknowledged same to be his true act and deed.

Given under my hand this the 15th day of July, 2005
My commission expires April 30, 2006.

Cathy M. Sheets
Notary Public

I, Cathy Shank, a Notary Public in and for the State and County aforesaid, do hereby certify that Charles H. Sovc, whose name is signed to the writing above, bearing date the 19th day of July, 20__, has this day acknowledged same to be his true act and deed.

Given under my hand this the 19th day of July, 20
My commission expires

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Cathy A. Shank, Notary Public
Conewago Twp., Adams County
My Commission Expires May 28, 2008

Cathy A Shank
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 11th day of October, 2005, has this day acknowledged same to be his true act and deed.

Given under my hand this the 11th day of October, 2005
My commission expires April 26, 2010

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

Rhonda F. McGlothlin
Notary Public

[Include instructions to the Clerk directing that the recorded document be returned to the Secretary of the DEP.]

JEFFERSON COUNTY, WV

FILED

October 31, 2005 12:24:43

JENNIFER S. MAGHAN

COUNTY CLERK

TRANSACTION NO: 2005029199

BOOK OF DEEDS

Book: 1016 Page: 00066

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