LAND USE COVENANT (PARCEL 3)

Structures Resources, Inc. (hereinafter Structures) 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 22-22-2 (hereinafter referred to as "the Act"), for certain property, located at the eastern terminus of Park Avenue, in the City of Huntington, Kyle District, Cabell County, West Virginia and more particularly described in a deed of record in the office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book 733, Page Number 649. Paragraph 30 of the Agreement requires Structures, as the owner of said property, to file a Land Use Covenant with the Clerk of the Cabell 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 Cabell County Commission for the purpose 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 Structures, hereinafter referred to as "Owner," and the Secretary of the Department of Environmental Protection 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 penetration through any protective cover placed or installed as a remedial action for the site unless the excavation operations and

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Inst #: 114845
Book/Page: 1082- / 542-
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activities are either 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 a contractor working under the direct supervision of a Licensed Remediation Specialist (LRS) or a similarly qualified individual or organization, and

(b) Removal of asphalt or soil cap or building foundations placed on Parcel 3, for any reason other than installation, removal, or maintenance of underground facilities, expansion of present facility, or construction of future facilities. The owner must notify the Secretary prior activities that disturb the asphalt or soil cap or building foundation in areas where the soils exceed the Residential De Minimus Risk-Based Standard, and

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

3. 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.

4. 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.

5. 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 any 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.

6. The Owner shall make semi-annual inspection of the asphalt and soil caps, and shall promptly make any necessary repair to return the caps to their original thickness and integrity.

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, West Virginia 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 West Virginia Code §22-22-18, from any civil liability to the State of West Virginia, 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 owner, successors or assigns and their authorized agents, employees or persons acting under their direction or control. Subject to subsequent written modification or releases 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 Monongalia 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 of Monongalia County, 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 13th day of July, 2001.

STRUCTURES RESOURCES, INC.

By _____

Its PRESIDENT.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By Ken Ellison

Its Director

IN WITNESS WHEREOF the parties represent and warrant that they are duly authorized to enter into and execute this Land Use Covenant on behalf of the party of which they have affixed their signature and have executed the same on the date set forth below, to be effective as of the date set forth above.

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Ken Ellison _____ 8/7/01 _____
Ken Ellison Date

State of West Virginia
Kanawha County;

Taken, subscribed and sworn to before me this 7th day of August, 2001.

My commission expires April 26, 2010.

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
RHONDA F. McGLOTHLIN
WV DEP
1356 HANSFORD ST.
CHARLESTON, WV 25301-1401
My Commission Expires April 26, 2010

Rhonda F. McGlothlin
NOTARY PUBLIC

Robert Childers

By: _____ _____
Robert Childers Date

State of West Virginia
Cabell County;

Taken, subscribed and sworn to before me this 6th day of August, 2001.

My commission expires 9/16/01

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
SELDEN S. McNEER
Campbell, Woods, Bagley, Emerson, McNeer & Herndon
P. O. Box 1835
Huntington, WV 25719
My Commission Expires Sept. 16, 2001

Selden S. McNeer
NOTARY PUBLIC