

Transmittal

Transmitted via Federal Express

Blasland, Bouck & Lee, Inc.
 1148 Floyd Drive
 Lexington, Kentucky 40505
 (859) 253-9036

To: Ms. Wilma Pomeroy
 WVDEP - OER
 601 57TH Street SE
 Charleston, WV 25304

Date: August 22, 2005

Re: Former Texaco (#211589)
 Princeton, West Virginia
 VRP# 03098

We are sending you: herewith under separate cover
 drawings letters other _____

If material received is not as listed, please notify us at once.

Quantity	Identifying Number	Title	Action*
1		Final Land Use Covenants – Fully Executed & Filed	F

*Action letter code: R – for your review N - reviewed and noted I - for your information
 S - resubmit J - rejected Y - for your approval
 F – for your files

Remarks:

Sincerely,

BLASLAND, BOUCK & LEE, INC.

cc:



Shawn A. Cecil

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 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 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 6 day of June, 2005.

SIGNED:

Michael W. Darby
Property Owner
Laurel Lodge Enterprises, Inc.
By: Michael W. Darby, its President

Ken Ellison, Director
Secretary, Department of Environmental Protection

I, Linda Browning a Notary Public in and for the State and County aforesaid, do hereby certify that Michael W. Darby, President of Laurel Lodge Enterprises, Inc., whose name is signed to the writing above, bearing date the 6th day of June, 2005, has this day acknowledged same to be his true act and deed.

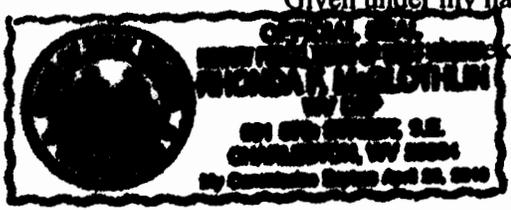
Given under my hand this the 6th day of June, 2005
My commission expires: August 23, 2005



Linda K. Browning
Notary Public

I, Rhonda J. McBlotkin 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 19th day of July, 2005, has this day acknowledged same to be his true act and deed.

Given under my hand this the 19th day of July, 2005
My commission expires: April 26, 2010



Rhonda J. McBlotkin
Notary Public

Please return the recorded document to the Secretary of the WVDEP, Attn: Wilma Pomeroy, Office of Environmental Remediation, West Virginia Department of Environmental Protection, 601 57th Street SE, Charleston, WV 25304.

WEST VIRGINIA
IN MERCER COUNTY COMMISSION CLERK'S OFFICE

This AUG 16 2005 12:55 PM

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

Teste: Rudolph A. [Signature]

LAND USE COVENANT

Chevron Products Company 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 at I-77 and U.S. Highway 460 in Princeton, East River District, Mercer County, West Virginia and more particularly described on Exhibit A. In the Agreement, the current owner of this property, the State of West Virginia, Department of Transportation, Division of Highways 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 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.

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. Development of the site for residential use and ownership; and
 - b. The extraction of ground water for any use except for ground water monitoring.
3. The Owner shall restrict the uses of the property to nonresidential property, as the term is defined in West Virginia Code, Section 22-22-2(q), and such uses may include (i) the current use of the property as a road and road right of way, and (ii) the operation of the property as a Lowe's Home Center.
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.

AUG 17 2005

WILSON, WOOD & SONS
1148 Floyd Dr.
Lexington, KY 40505

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 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 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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 24th day of June, 2005.

SIGNED:

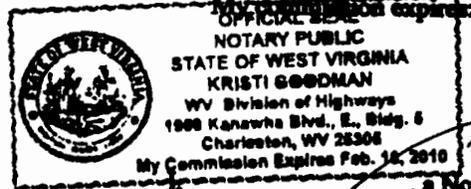
Paul A. Mattox, Jr.
Property Owner
State of West Virginia
Department of Transportation
Division of Highways

Ken Ellison
Secretary, Department of Environmental Protection

By *Paul A. Mattox, Jr.*
Name: Paul A. Mattox, Jr.
Title: Commissioner of Highways

I, Kristi Goodman, Notary Public in and for the State and County aforesaid, do hereby certify that Paul A. Mattox, the Commissioner of State of West Virginia, Department of Transportation, Division of Highways, whose name is signed to the writing above, bearing date the 27th day of June, 2005, has this day acknowledged same to be his true act and deed.

Given under my hand this the 27th day of June, 2005



My commission expires: 2/14/10
Kristi Goodman
Notary Public
Rhonda F. McGlothlin

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 19th day of July, 2005, has this day acknowledged same to be his true act and deed.

Given under my hand this the 19th day of July, 2005
My commission expires: April 26, 2010

Rhonda F. McGlothlin
Notary Public

Please return the recorded document to the Secretary of the WVDEP, Attn: Wilma Pomeroy, Office of Environmental Remediation, West Virginia Department of Environmental Protection, 601 57th Street SE, Charleston, WV 25304.



WEST VIRGINIA
IN MERCER COUNTY COMMISSION CLERK'S OFFICE

This AUG 16 2005 12:54 PM

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

Teste *Rudolph A. [Signature]* Clerk

251127.00
LH: CHARLOTTE

LAND USE COVENANT

Chevron Products Company 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 at I-77 and U.S. Highway 460 in Princeton, East River District, Mercer County, West Virginia and more particularly described as being Parcel No. 1 (2.045 acres more or less) in a deed of record in the office of the Clerk of the County Commission of Mercer County, West Virginia in Book 863 at Page 337, recorded on November 17, 2003. In the Agreement, the current owner of this property, Princetonlo, LLC 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 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.

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. Development of the site for residential use and ownership; and
 - b. The extraction of ground water for any use except for ground water monitoring.
3. The Owner shall restrict the uses of the property to nonresidential property, as the term is defined in West Virginia Code, Section 22-22-2(q), and such uses may include the operation of the property as a Lowe's Home Center.
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.

AUG 17 2005

1148 Florig Dr
Lexington, KY 40505

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.

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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.

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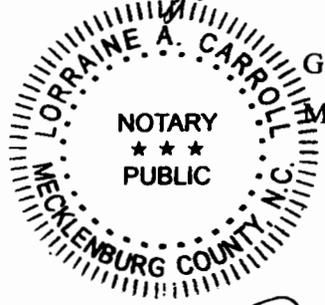
IN WITNESS WHEREOF, the said Owner of the above-described property and the Secretary of the Department of Environmental Protection have caused this Land Use Covenant to be executed this 19th day of July, 2005.

SIGNED:

Robert Stultz
Property Owner
Princetonlo, LLC, a North Carolina
limited liability company
By: Robert Stultz, its Manager

Ken Ellison, Director
for Secretary, Department of Environmental Protection

I, Lorraine A. Carroll, a Notary Public in and for the State and County aforesaid, do hereby certify that Robert Stultz, Manager of Princetonlo, LLC, a North Carolina limited liability company whose name is signed to the writing above, bearing date the 10th day of June, 2005, has this day acknowledged same to be his true act and deed.

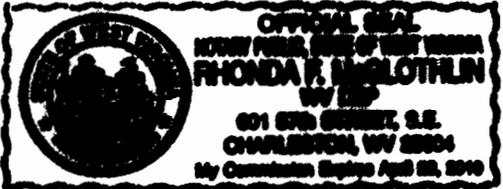


Given under my hand this the 10th day of June, 2005
My commission expires: 10/12/08

Lorraine A. Carroll
Notary Public

I, Rhonda J. Mc Blotzlin, 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 19th day of July, 2005, has this day acknowledged same to be his true act and deed.

Given under my hand this the 19th day of July, 2005
My commission expires: April 26, 2010



Rhonda J. Mc Blotzlin
Notary Public

Please return the recorded document to the Secretary of the WVDEP, Attn: Wilma Pomeroy, Office of Environmental Remediation, West Virginia Department of Environmental Protection, 601 57th Street SE, Charleston, WV 25304

WEST VIRGINIA.
IN MERCER COUNTY COMMISSION CLERK'S OFFICE

This AUG 16 2005 12:54 PM

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

2331146.03
LIB: CHARLOTTE

Teste Rudolph J. [Signature] Clerk