

CABELL COUNTY CLERK
AGREEMENT Clerk 16
Date/Time: 05/09/2002 15:35
Inst #: 135047
Book/Page: 321- / 538-
Recd/Tax: 6.00 .00

Taxpayer I.D. No. 550334653

LAND USE COVENANT

Blenko Glass Company has entered into a Voluntary Remediation Agreement, dated August 15, 2000, and modified on October 4, 2001, (hereinafter referred to as "the Agreement") with the (West Virginia) Department of Environmental Protection for the State of West Virginia (WVDEP) 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, Blenko Glass Company, P.O. Box 67 Fairgrounds Road (County Route 25/7) in Milton, Milton District, Cabell County, West Virginia 25541, and more particularly described in a deed of record in the office of the Clerk of the County Commission of Cabell County, West Virginia.

Paragraph 78 of the Agreement requires, Blenko Glass Company, 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 provided that a land use covenant be recorded in the office of the Clerk of the Cabell County Commission for the purposes of protecting public health and the environment, and to prevent interference with the performance, operation and maintenance of remedial actions required by the Agreement.

NOW THEREFORE, as Blenko Glass Company (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 a remedial action required by the Agreement.
2. The Owner shall prohibit all activities that may result in human exposures other than those specified by the Agreement or that would result in the release of a contaminant that was contained as part of a remedial action. These activities include, but are not limited to, extraction of groundwater at the site for potable or non-potable use, with the exception of extraction of groundwater from properly permitted environmental monitoring wells for purposes of groundwater monitoring.
3. The Owner, Blenko Glass Company, shall restrict the uses of the property to non-residential activities. This restriction prohibits use of the property for residential uses, including schools, daycare centers, nursing homes, or other residential-style facilities or recreational areas.
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

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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 as provided in the Agreement.

7. The West Virginia 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 persons 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 a provision of this Land Use Covenant is held to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of 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 Cabell 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 West Virginia .

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 Owner of the above described property and the secretary of the West Virginia Department of Environmental Protection have caused this Land Use Covenant to be executed this 30th day of April, 2002.

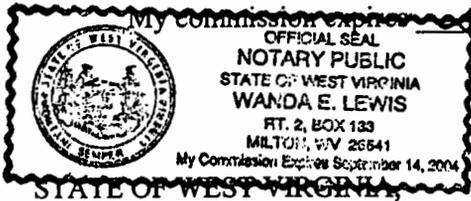
SIGNED:

[Signature]
Applicant - Blenko Glass Company

for Ken Ellison, Director
Secretary, West Virginia Department of Environmental Protection
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STATE OF WEST VIRGINIA,
COUNTY OF CABELL,

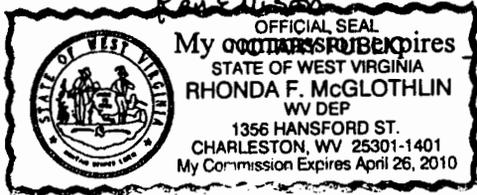
The foregoing instrument was acknowledged before me this 5th day of April, 2002 by Richard Blenko, President of Blenko Glass Company, a West Virginia corporation, on behalf of the corporation.



September 14, 2004
Wanda E. Lewis
Notary Public

COUNTY OF KANAWHA,

The foregoing instrument was acknowledged before me this 30th day of April, 2002 by Michael O. Callaghan, Secretary, West Virginia Department of Environmental Protection.



April 26, 2010
Rhonda F. McGlothlin
Notary Public

This instrument was prepared by Gale R. Lea, Jackson & Kelly, PLLC, Charleston, West Virginia.

The recorded instrument shall be returned by the Clerk of the County Commission of Cabell County, West Virginia to the designee of the Secretary of the West Virginia Department of Environmental Protection, Ken Ellison, Chief of the Office of Environmental Remediation, 1356 Hansford Street, Charleston, West Virginia 25301.

WEST VIRGINIA CABELL COUNTY CLERK'S OFFICE
(C0577922) [unclear] was this day prepared in my office and
MAY 09 2002