



west virginia department of environmental protection

Division of Land Restoration
601 57th Street SE
Charleston, WV 25304
(304) 926-0455

Joe Manchin III, Governor
Randy C. Huffman, Cabinet Secretary
www.wvdep.org

June 23, 2008

Mr. Michael Lamarre
ExxonMobil
1001 Wampanoag Trail
Riverside, Rhode Island 02915

Certified # 7007 0220 0000 0373 2735

RE: Certificate of Completion, VRA Project # 04270
Exxon Bulk Terminal, Westover, Monongalia County

Dear Lamarre:

I am pleased to provide you the accompanying Certificate of Completion for your site located at Westover, West Virginia. As you know, the certificate contains a provision relieving the persons who undertook the remediation, as well as subsequent successors and assigns, from all liability to the state as provided under Chapter 22 Article 22 of the West Virginia Code. This provision shall remain effective as long as the property complies with the applicable standards in effect at the time the certificate of completion was issued. This certificate is subject to the reopener provisions of section fifteen of the article, and includes land-use covenants as provided in section fourteen. In this manner, we trust that the property will remain in productive and protective use for the citizens of our State.

The Certificate of Completion issued for the subject site will become effective once the appended Land Use Covenant is recorded. Please make arrangements to have the land use covenant, which is enclosed under separate cover letter, properly recorded with the Monongalia County Clerk. Also, please request the Clerk to return a copy of the recorded instrument to my attention.

Thank you for your participation in the Voluntary Remediation program, and feel free to contact our staff or me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Ken Ellison".

Ken Ellison
Director

Enclosure

cc: Jim Maurin, Project Manager
Don Martin
File # 04270

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

Exxon Mobil Corporation entered into a Voluntary Remediation Agreement with the Secretary of the Department of Environmental Protection, dated December 4, 2001 ("Agreement"). The Agreement was entered into to address the release of any contaminants at ("Site") located at Snyder Street, in Westover District, Monongalia County, West Virginia. The following documents are incorporated as a part of this Certificate and Covenant:

- The application dated May 2001 and the site assessment submitted with the application
- The Agreement dated December 4, 2001 and amended on August 5, 2002, March 25, 2005, May 23, 2006, May 3, 2007, and April 23, 2008.
- A map depicting the site (See Exhibit A)
- A list of the contaminants for which the remediation standards specified in the Agreement have been met (See Exhibit B)
- The final report submitted for the site dated December 31, 2007, issued by a licensed remediation specialist.
- A description of any institutional or engineering controls that were used to achieve a remediation standard (See Exhibit C)
- The land use covenant that is to be recorded for this site (See Exhibit D).

This Certificate of Completion is issued pursuant to W.Va. Code §22-22-13 to Exxon Mobil Corporation 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 Exxon Mobil Corporation, Exxon Mobil Corporation'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 Exxon Mobil Corporation'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 Exxon Mobil Corporation 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 the Exxon Mobil Corporation has 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 June 23, 2009, to Exxon Mobil Corporation.

Tom Ellum, Director



Secretary, Department of Environmental Protection

Exhibit A

Site Map

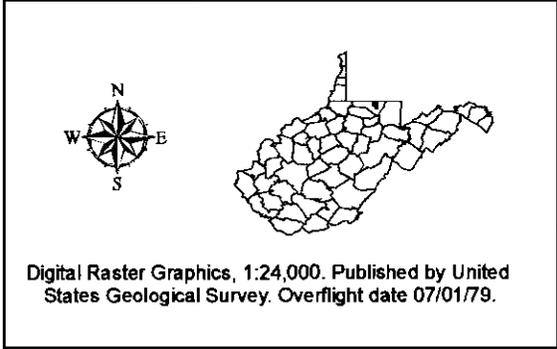
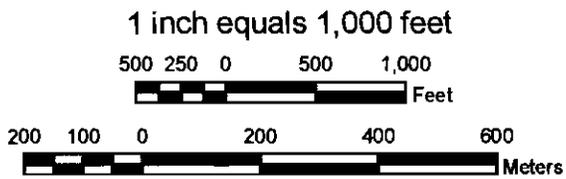


FIGURE 1
SITE LOCATION MAP
 FORMER EXXON TERMINAL NO. 2064
 SNYDER STREET
 WESTOVER, WEST VIRGINIA

amec Earth & Environmental, inc.
 Wexford Professional Building III
 11676 Perry Highway, Suite 3101
 Wexford, Pennsylvania 15090

Exhibit B

List of Contaminants

The following is the list of contaminants for which remediation standards have been met for soils and ground water:

- Benzene
- Ethylbenzene
- Toluene
- Xylenes
- MtBE
- Acenaphthene
- Acenaphthylene
- Anthracene
- Benzo(a)anthracene
- Benzo(a)pyrene
- Benzo(b)fluoranthene
- Benzo(g,h,i)perylene
- Benzo(k)fluoranthene
- Chrysene
- Dibenz(a,h)anthracene
- Fluoranthene
- Fluorene
- Indeno(1,2,3-cd)pyrene
- 1-Methylnaphthalene
- 2-Methylnaphthalene
- Naphthalene
- Phenanthrene
- Pyrene; and
- Lead

Exhibit C

List of Institutional or Engineering Controls Used to Achieve Standard

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 prohibited activities include, but are not limited to:

- Ground water extraction for all purposes other than monitoring.
- Construction of any buildings or underground utilities without the utilization of engineering controls to prevent the migration of vapors containing regulated substances into any buildings or underground utilities. The required engineering controls include without limitation, vapor abatement systems, vapor barriers, and sealed sumps.

The Owner shall restrict the uses of the property to:

- Non-residential use only.

Exhibit D

Land Use Covenant



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Mr. Michael Lamarre
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1001 Wampanoag Trail
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Certified # 7007 0220 0000 0373 2735

RE: Land Use Covenant for Exxon Bulk Terminal
Westover, Monongalia County, VRP # 04270

Dear Mr. Lamarre:

Enclosed please find the signed and notarized Land Use Covenant for the subject parcel. The Certificate of Completion issued for the subject site and dated June 23, 2008, will become effective once the Land Use Covenant is recorded.

Please make arrangements to have the land use covenant properly recorded with the Monongalia County Clerk, and request the Clerk to return a copy of the recorded instrument to my attention:

Mr. Ken Ellison, Director
WVDEP, Division of Land Restoration
601 57th Street
Charleston, WV 25304

Thank you for your attention to this matter, and please feel free to contact Assistant Director Don Martin (304-926-0499, ext. 1275) or me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ken Ellison'.

Ken Ellison
Director

Enclosure

C:

Jim Maurin, Project Manager
Don Martin
file

LAND USE COVENANT

Exxon Mobil Corporation 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 on Snyder Street in Westover District, Monongalia County, West Virginia and more particularly described in deeds of record in the office of the Clerk of the County Commission of Monongalia County, West Virginia, Parcel 1 in Deed Book 401 Page 7, Parcel 2 in Deed Book 183 Page 500, and Parcel 2.1 in Deed Book 734 Page 169. Paragraph 71 of the Agreement requires Exxon Mobil Corporation, as the owner of said property, to file a Land Use Covenant with the Clerk of the Monongalia 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 Monongalia 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 Exxon Mobil Corporation, 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:

- Ground water extraction for all purposes other than monitoring. Construction of any buildings or underground utilities without the

utilization of engineering controls to prevent the migration of vapors containing regulated substances into any buildings or underground utilities. The required engineering controls include without limitation, vapor abatement systems, vapor barriers, and sealed sumps.

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

- Non-residential use only.

4. The Owner shall conduct inspections of the property to monitor compliance with the Certificate of Completion and this Land Use Covenant at least one time per year as approved in the Agreement and associated reports, and shall submit two (2) signed copies of the inspection monitoring report to the WVDEP, DLR headquarters in Charleston, within thirty (30) days of the inspection.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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 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.

10. 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.

11. 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.

12. 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 Monongalia 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 and the Secretary of the Department of Environmental Protection have caused this Land Use Covenant to be executed this 21st day of May, 2008

SIGNED:



Property Owner

Ken Ellison, Director
Secretary, Department of Environmental Protection

I, Susan M Landry a Notary Public in and for the State and County aforesaid, do hereby certify that Michael A LaMarr, whose name is signed to the writing above, bearing date the 21st day of May, 2008, has this day acknowledged same to be his true act and deed.

Given under my hand this the 21st day of May, 2008
My commission expires

**MY COMMISSION EXPIRES
APRIL 05, 2013**

Susan M Landry
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 23rd day of June, 2008, has this day acknowledged same to be his true act and deed.

Given under my hand this the 23rd day of June, 2008
My commission expires April 26, 2010

Rhonda F. McGlothlin
Notary Public

[Include instructions to the Clerk directing that the recorded document be returned to

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