

LAND USE COVENANT

**THE ROMAN CATHOLIC DIOCESE OF WHEELING-CHARLESTON
FORMER G-M PROPERTIES, INC.
LEON SULLIVAN WAY AT VIRGINIA STREET
CHARLESTON, KANAWHA COUNTY, WEST VIRGINIA**

The Roman Catholic Diocese of Wheeling-Charleston 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 22-22-22 (hereinafter referred to as "the Act"), for certain property, located at the intersection of Leon Sullivan Way and Virginia Street, Charleston in Charleston East District, Kanawha County, West Virginia and more particularly described in a deed of record in the office of the Clerk of the County Commission of Kanawha County, West Virginia. Paragraph 75 of the Agreement requires The Roman Catholic Diocese of Wheeling-Charleston, as the owner of said property, to file a Land Use Covenant with the Clerk of the Kanawha 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 Kanawha 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 The Roman Catholic Diocese of Wheeling-Charleston, 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:
 - a. The extraction of groundwater for any use except groundwater monitoring.
 - b. Construction of any enclosed structures without engineering controls to abate vapor intrusion.

Recorded In DEED BK 2678 Pg 300, 12/11/2006 01:57:12 PM
Vera J. McCormick, County Clerk, Kanawha County, WV

Deed Tax 0.00, Recording Fee 6.00, TOTAL 6.00

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

Non-residential use with engineering controls in place as described above.

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 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.

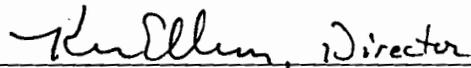
11. This Land Use Covenant shall not be amended, modified or terminated except by written instrument executed by and between the Owner at the time of the proposed amendment, modification or termination, and the Secretary of the West Virginia Department of Environmental Protection, or his successor in 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 Kanawha 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.

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 ~~16th~~ day of November 16, 2006

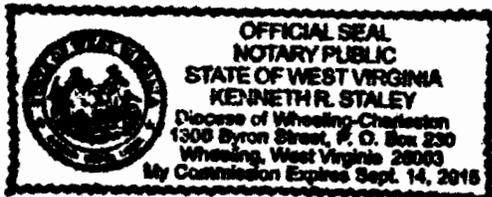
SIGNED:


Property Owner
The Most Reverend Michael J. Bransfield
Bishop of the Diocese of Wheeling-Charleston


Secretary, Department of Environmental Protection

I, Kenneth R. Staley, a Notary Public in and for the State and County aforesaid, do hereby certify that Michael J. Brasfield, whose name is signed to the writing above, bearing date the 8th day of September, 2006 has this day acknowledged same to be his true act and deed.

Given under my hand this the 8th day of September, 2006
My commission expires September, 14, 2015



Kenneth R. Staley
Notary Public

I, Patricia J. White 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 16 day of November, 2006 has this day acknowledged same to be his true act and deed.

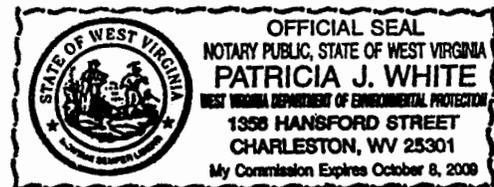
Given under my hand this the 16 day of November, 2006
My commission expires
October 8, 2009

Patricia J. White
Notary Public

Instructions to the Clerk of the Kanawha County Commission:

Please return the recorded document to:

Mr. Ken Ellison, Director
Division of Land Restoration
West Virginia Department of Environmental Protection
601 57th Street, S.E.
Charleston, WV 25304



**VERA J. McCORMICK, do hereby certify
that this is a true copy from the original.
Teste: VERA J. McCORMICK, Clerk
Kanawha County Commission
Date 12/11/06 By [Signature]
Deputy**