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February 21, 2003

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Mr. Ken Ellison, Director
WVDEP
Division of Waste Management
1356 Hansford Street
Charleston, WV 25301

Re: Addendum to the Final Report, Phase I Development Area
Hunt Field Property, VCP #04378

Dear Ken:

Enclosed please find a copy of the recorded Land Use Covenant which reflects that the document was recorded in the Jefferson County Clerk's office on February 21, 2003, at 11:04 a.m., in Book of Deeds 970, page 352.

Very truly yours,

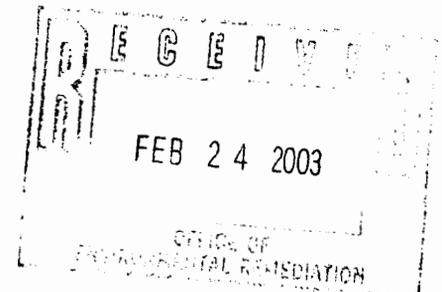


Michael B. Keller

MBK:njm

Encl.

Cc: Jim Duszinski (with encl.)
Brent Chambers (with encl.)
Tom Van Blairicom (with encl.)
Leonard Knee, Esq. (with encl.)



COPY

LAND USE COVENANT

Huntfield LC, a Virginia limited liability company, has entered into a Voluntary Remediation Agreement (hereinafter referred to as "the Agreement") with the Division 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 real property, located in Charles Town corporation, Jefferson County, West Virginia and more particularly described in Exhibit A hereto which is incorporated herein by this reference and made a part hereof (the "Property"). Paragraph seventy-five (75) of the Agreement requires Huntfield LC, as the owner of the Property to file a Land Use Covenant with the Clerk of the Jefferson County Commission with respect to the Property. 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 Jefferson 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 Huntfield LC, hereinafter referred to as Owner and the Secretary of the Division of Environmental Protection (the "Secretary") have provided in the Agreement, the following restrictions shall apply to the 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. No extraction or use of groundwater.
3. The Owner shall restrict the uses of the Property to:
 - a. except for the restriction on the extraction and use of the groundwater, the use of the Property is not restricted.
4. The Owner shall provide written notice to the Secretary 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.

COPY

6. The Owner shall grant the Division 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 Division 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 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 the 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 Jefferson County, 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 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 Jefferson County Commission, and within 5 days thereafter, the Owner shall provide a true copy of the recorded amendment, modification or termination to the Secretary.

COPY

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 have caused this Land Use Covenant to be executed as of this 4th day of February, 2003.

Huntfield LC, a Virginia
limited liability company

By: [Signature]
Its: ATTORNEY IN FACT

Secretary, Division of Environmental Protection

By: [Signature]
Its: Director

STATE OF Virginia,
COUNTY OF Fairfax, to-wit:

The foregoing instrument was acknowledged before me this 4th day of February, 2003, by Jim Duszynski, Attorney in Fact of Huntfield, LC, a Virginia limited liability company, on behalf of the limited liability company.

[Signature]
Notary Public

My commission expires: 3-31-06

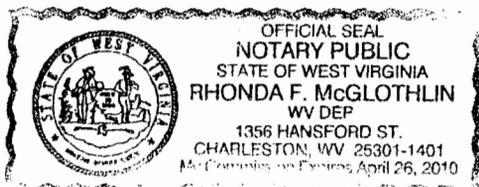
STATE OF West Virginia
COUNTY OF Kanawha, to-wit:

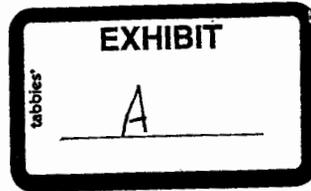
The foregoing instrument was acknowledged before me this 10th day of February, 2003, by Ken Ellison for, Secretary of the West Virginia Division of Environmental Protection, on behalf of the said Division.

Rhonda J. McGlothlin
Notary Public

My commission expires: April 26, 2010

This document was prepared by Leonard Knee, Esquire, Bowles Rice McDavid Graff & Love PLLC, 600 Quarrier Street, Charleston, WV, 25301.





COPY

**Discription of
78.80048 Acres Parcel of Land
Conveyed to Huntfield, L.C.
Plat Book 19 Page 49
Sheet 3 of 9
Map 11 Part of Parcel 1
Charles Town District
Charles Town, West Virginia**

BEGINNING for the same on the westerly right of way line of Augustine Avenue, West Virginia Route 340/18, a variable width right of way, at the end of the 7th or South 38°46'49" West line of that tract or parcel of land conveyed to Huntfield, L.C., as shown on sheet 2 of 9 of a plat entitled "Final Plat showing Lots 1 - 113, Phase I, Huntfield, as recorded in the Office of the Clerk of the County Commission of Jefferson County in Plat Book 19 Page 49; Thence running with said westerly right of way line, as shown on said plat on sheet 3 of 9

South 30°18'52" West 639.27 Feet;

South 32°35'07" West 859.24 Feet;

North 57°24'53" West 663.78 Feet;

43.48 Feet along the arc of a non-tangent curve to the right having a radius of 125.00 Feet and being subtended by a chord bearing South 74°25'13" West 43.26 Feet to a point of tangency;

South 09°41'33" West 8.57 Feet;

North 80°18'27" West 66.00 Feet;

North 09°41'33" East 8.57 Feet to a point of curvature;

115.97 Feet along the arc of a non-tangent curve to the right having a radius of 125.00 Feet and being subtended by a chord bearing North 38°25'19" West 111.85 Feet;

**Discription of
78.80048 Acres Parcel of Land
Conveyed to Huntfield, L.C.
Plat Book 19 Page 49
Sheet 3 of 9
Map 11 Part of Parcel 1
Charles Town District
Charles Town, West Virginia**

COPY

North 69°58'24" West 175.99 Feet to a point of curvature;

4.71 Feet along the arc of a non-tangent curve to the left having a radius of 3.00 Feet and being subtended by a chord bearing South 65°01'36" West 4.24 Feet;

South 20°01'36" West 117.10 Feet;

North 69°58'24" West 60.00 Feet;

North 20°01'36" East 30.10 Feet;

North 69°58'24" West 220.00 Feet;

South 20°01'36" West 30.06 Feet;

North 69°58'24" West 50.00 Feet;

North 20°01'36" East 30.06 Feet;

North 69°58'24" West 220.00 Feet;

South 20°01'36" West 30.17 Feet;

North 69°58'24" West 50.00 Feet;

North 20°01'36" East 30.17 Feet;

North 69°58'24" West 220.00 Feet;

South 20°01'36" West 30.15 Feet;

North 69°58'24" West 50.00 Feet;

North 20°01'36" East 1880.04 Feet to a point of curvature;

284.29 Feet along the arc of a non-tangent curve to the right having a radius of 1831.00 Feet and being subtended by a chord bearing North 18°26'15" West 284.00 Feet to a point of tangency;

North 13°59'23" West 27.61 Feet;

**Discription of
78.80048 Acres Parcel of Land
Conveyed to Huntfield, L.C.
Plat Book 19 Page 49
Sheet 3 of 9
Map 11 Part of Parcel 1
Charles Town District
Charles Town, West Virginia**

JEFFERSON COUNTY, WV
FILED
February 21, 2003 11:04:32

JOHN E. DTT
COUNTY CLERK
TRANSACTION NO: 2003006982

BOOK OF DEEDS
Book: 00970 Page: 00352

COPY



North 75°16'03" East 28.00 Feet;

North 75°16'03" East 32.00 Feet;

South 13°59'38" East 28.39 Feet to a point of curvature;

477.74 Feet along the arc of a tangent curve to the left having a radius of 1771.00 Feet and being subtended by a chord bearing South 21°43'03" East 476.29 Feet a point of tangency;

South 29°26'44" East 109.99 Feet to a point of curvature;

403.89 Feet along the arc of a tangent curve to the left having a radius of 571.00 Feet and being subtended by a chord bearing South 49°42'34" East 395.53 Feet to a point of tangency;

South 69°58'24" East 122.39 Feet to a point of curvature;

8.44 Feet along the arc of a tangent curve to the left having a radius of 5.00 Feet and being subtended by a chord bearing North 61°40'04" East 7.47 Feet to a point of reverse curvature;

47.95 Feet along the arc of a tangent curve to the right having a radius of 118.00 Feet and being subtended by a chord bearing North 24°57'01" East 47.62 Feet to a point of tangency;

North 36°35'31" East 209.55 Feet;

South 61°33'34" East 524.53 Feet;

South 48°38'56" East 900.01 Feet to the point of beginning.

CONTAINING 78.40085 Acres (3415141 Square Feet) of land, more or less.

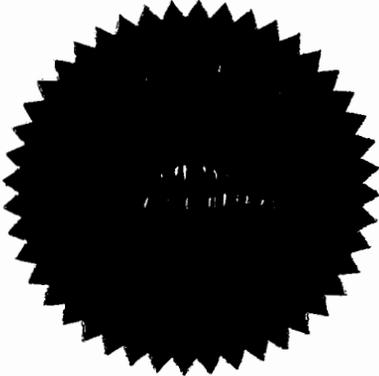
BEING the same that tract or parcel of land conveyed to Huntfield, L.C., as shown on sheet 2 of 9 of a plat entitled "Final Plat showing Lots 1 – 113, Phase I, Huntfield, as recorded in the Office of the Clerk of the County Commission of Jefferson County in Plat Book 19 Page 49

State of West Virginia, County of Jefferson, Sct.

Clerk's Office of the County Commission of Jefferson County, at Charles Town, in said State, exercising Probate Jurisdiction.

I, JOHN E. OTT, Clerk of said Commission having by law the custody of the seal, and all papers, books, documents and papers of or pertaining to said Commission, hereby certify the paper hereto annexed to be a true copy appertaining to said Commission and on file and of record in said office, to-wit:

This Land Use Covenant dated February 4, 2003. By and between Huntfield LC and Secretary, Division of Environmental Protection. Recorded on February 21, 2003 in Book of Deeds Book 970 Page 352.



In attestation whereof I have hereunto set my hand and affixed the seal of said Commission

this 21st day of

February, A. D., 2003

John E. Ott
Clerk of said Commission

By: Cheryl N. Barker