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January 20, 2004

Ken Ellison, Director
West Virginia Department of Environmental Protection
Division of Land Restoration
Office of Environmental Remediation
1356 Hansford St.
Charleston, WV 25301

RE: Certificate of Completion, VRA Project # 05814
OVIBDC Marshall County Industrial Park Phase II, Benwood, Marshall County,
WV

Dear Mr. Ellison:

Enclosed please find the original recorded Land Use Covenant relative to the above-referenced "VRA Project # 05814". I believe this should complete your file. Please advise if there is anything else that needs to be forthcoming from OVIBDC in regards to this matter.

Very truly yours,

GOMPERS, McCARTHY & McCLURE


James T. McClure

JTM:sco
Enclosure

cc: M. Ann Bradley w/enc.
Don T. Rigby w/enc.

RETURN RECORDED DOCUMENT TO THE SECRETARY OF THE DEPARTMENT OF ENVIRONMENTAL
PROTECTION

LAND USE COVENANT

The OHIO VALLEY INDUSTRIAL AND BUSINESS DEVELOPMENT CORPORATION ("OVIBDC") has entered into a Voluntary Remediation Agreement (hereinafter referred to as "the Agreement") with the Secretary of 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 the Marshall County Industrial Park, Phase II, in the City of Benwood, Marshall County, West Virginia and more particularly described in a deed of record in the office of the Clerk of the County Commission of Marshall County, West Virginia in Deed Book 603, at page 334. 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 Marshall 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. Paragraph 75 of the Agreement requires OVIBDC, as the owner of said property, to file a Land Use Covenant with the Clerk of the Marshall County Commission.

NOW THEREFORE, as OVIBDC, 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.

NORMA BLOUSE SINE
MARSHALL County 02:02:42 PM
Instrument No 41128
Recorded Date 01/07/2004
Document Type AGS
Book Page 635-309
Rec/Adm Fee 10.00 1.00

2005 JAN 07 09:42 AM
MARSHALL COUNTY CLERK
REC'D

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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 prohibited activities include, but are not limited to the extraction of groundwater for any potable uses. Other uses of the groundwater are not restricted.

3. The Owner shall restrict the uses of the property such that the property is used for "Nonresidential" purposes only, as defined in W.Va. Code §22-22-2(q) (2002).

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.

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8. In accordance with the provisions of the Act regarding land use covenants, W.Va. Code §22-22-14 and -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 director 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 her successor. Within 5 days of executing an amendment, modification or

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termination of this Land Use Covenant, the Owner shall record such amendment, modification or termination with the Clerk of the County Commission of Marshall County, 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.

Any 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 31st day of DECEMBER, 2003.

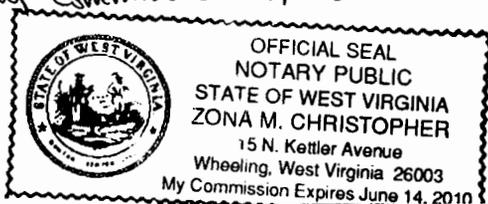
SIGNED:

[Signature]
OVIBDC
P.O. Box 1029
1310 Market Street
Wheeling, WV 26003

[Signature] Director
Secretary
Department of Environmental Protection
1356 Hansford Street
Charleston, West Virginia 25301

I, ZONA M CHRISTOPHER, a Notary Public in and for the State and County aforesaid, do hereby certify that DON T. RIGBY, of the OVIBDC, whose name is signed to the writing above, bearing date the 31st day of December, 2003, has this day acknowledged same to be the true act and deed.

Given under my hand this 31st day of December, 2003.
My commission expires June 14, 2010.



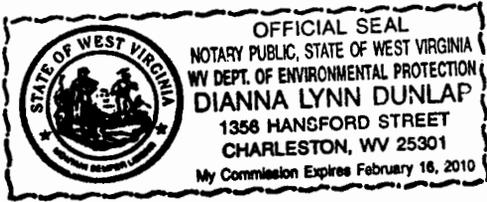
[Signature]
Notary Public

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Given under my hand this the 22nd day of December, 2003.

My commission expires February 16, 2010.

Dianna Lynn Dunlap
Notary Public



STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, NORMA GLOVER SINE, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 22nd day of December 2003 was presented for and by me, admitted to record in my office upon the above certificate as to the parties therein named this 7th day of January 2004 at 1:02 o'clock P.M.

TESTE: *Norma Glover Sine* Clerk.