

LAND USE COVENANT

Lester Keith Wolf-D/B/A Petersburg Motors and Cookman Group, Inc. 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 in the City of Petersburg, Grant County, WV. The 0.69acre area of the subject property bound by the Land Use Covenant is more specifically described as follows (site drawing attached):

Beginning at ½" iron pin found being a common corner with Parcel 32.2 and near Alt Avenue thence running with said road for one line – S 66°13'41" E-46.59' to a calculated corner being a common corner with Parcel 32.8 thence running with said parcel for one line – S 14°40'14" W – 222.64' to a calculated corner being in the common boundary line with Parcel 42 thence running with said boundary for one line – N 75°01'09" W – 46.00' to a calculated corner being a common corner with Parcel 29.1 thence running with said parcel for one line – N 14°40'14" E – 229.76' to the point of beginning and containing 0.24 acres, more or less, and found in the office of the Clerk of the County Commission Deed Book 184 Page 53 Tax Map 5 Parcel 32.3 in Petersburg District, Grant County, West Virginia and – Beginning at a calculated corner being a common corner with Parcel 37 and near Main Street thence running with said road for one line – N 13°10'09" E – 42.72' to a calculated corner being a common corner with Parcel 29 thence running with said parcel for four lines – S 74°55'43" – 61.70' to a calculated corner thence – N 14°12'44" E – 3.33' to a calculated corner thence – S 74°21'52" E – 85.72' to a calculated corner thence – N 14°38'13" E – 100.00' to a calculated corner being a common corner with Parcel 32.2 thence running with said parcel for one line – S 76°29'31" E – 82.18' to a calculated corner being in the common boundary line with Parcel 32.3 thence running with said boundary for one line – S 14°40'14" W – 157.79' to a calculated corner being in the common boundary line with Parcel 41.1 thence running with said boundary for one line – N 72°19'46" W – 228.68' to the point of beginning and containing 0.45 acres, more or less and found in the office of the Clerk of the County Commission Deed Book 90 Page 101 and Deed Book 214 Page 741 Tax Map 5 Parcels 29.1, 31, 32.5 in Petersburg District, Grant County, West Virginia.

Paragraph 75 of the Agreement requires Lester Keith Wolf-D/B/A Petersburg Motors and Cookman Group, Inc. , as the owners of said property, to file a Land Use Covenant with the Clerk of the Grant 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 Grant 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 Lester Keith Wolf-D/B/A Petersburg Motors and Cookman Group, Inc, hereinafter referred to as "Owners," 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:

No extraction or use of groundwater except for monitoring purposes.

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

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 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 [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.

IN WITNESS WHEREOF, the said Owners of the above described property and the Secretary of the Department of Environmental Protection have caused this Land Use Covenant to be executed this 27th day of November, 2007.

SIGNED: Lester Keith Wolfe 12/30/07 Property Owner
Cookman Group, Inc.
By: James M. Cookman, Pres. Property Owner

Ken Ellison, Director
Secretary, Department of Environmental Protection

I, Tarla M. Kessel, a Notary Public in and for the State and County aforesaid, do hereby certify that Lester Keith Wolfe, whose name is signed to the writing above, bearing date the 27th day of Nov., 2007, has this day acknowledged same to be his true act and deed.

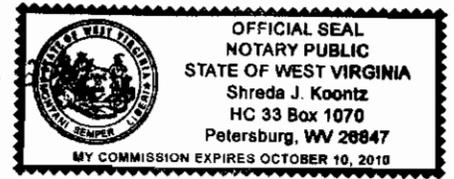
Given under my hand this the 3rd day of Dec., 2007
My commission expires Sept 17, 2011

Tarla M. Kessel Notary Public

OFFICIAL SEAL
NOTARY PUBLIC
T. Kessel
Box 43
WV 26079
1212 0000

I, Shreda J. Koontz, a Notary Public in and for the State and County aforesaid, do hereby certify that James M. Cookman, whose name is signed to the writing above, bearing date the 27th day of November, 2007, has this day acknowledged same to be his true act and deed.

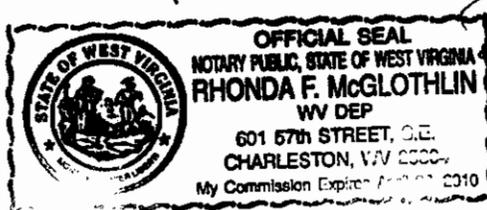
Given under my hand this the 27th day of November, 2007
My commission expires October 10, 2010



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 10th day of December, 2007, has this day acknowledged same to be his true act and deed.

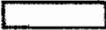
Given under my hand this the 10th day of December, 2007
My commission expires April 26, 2010

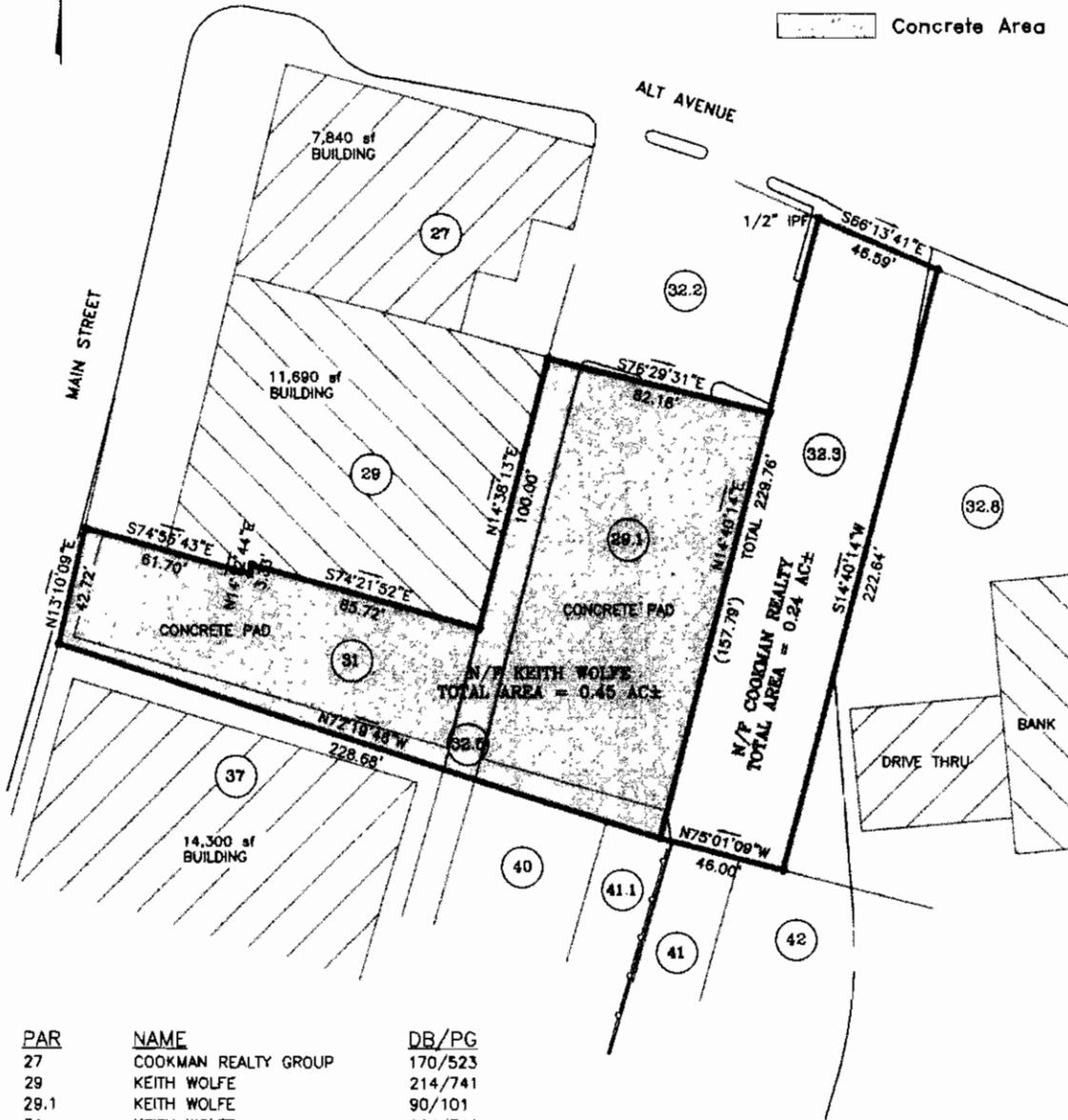


Rhonda F. McGlothlin
Notary Public

- PROPERTY CORNER
- MONUMENT FOUND

LEGEND

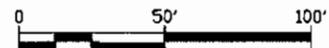
-  Cookman Area
-  Wolfe Area
-  Building Area
-  Concrete Area



PAR	NAME	DB/PG
27	COOKMAN REALTY GROUP	170/523
29	KEITH WOLFE	214/741
29.1	KEITH WOLFE	90/101
31	KEITH WOLFE	214/741
32.2	COOKMAN REALTY GROUP	170/523
32.3	COOKMAN REALTY GROUP	184/53
32.5	KEITH WOLFE	214/741
32.8	SUMMIT COMMUNITY BANK	202/349
37	HALTERMAN HARDWARE	93/40
40	HALTERMAN HARDWARE	76/411
41	SUMMIT COMMUNITY BANK	220/688
41.1	HALTERMAN HAROWARE	93/40
42	SUMMIT COMMUNITY BANK	220/688

**PLAT SHOWING
WVDEP VRP PROJECT**

TAX MAP 05
 PARCELS 29.1, 31, 32.3, 32.5
 PETERSBURG DISTRICT
 GRANT COUNTY, WEST VIRGINIA



Gary K. Clayton
 GARY K. CLAYTON, P.S. 11072

FREELANCE TECHNICAL ASSOCIATES
 207 FAIRMONT AVENUE
 FAIRMONT, WV 26554
 PHONE: (304) 366-6288 FAX: (304) 366-6295

Drawn By:	CAH	DATE:	9/7/07
Engineer:	GKC	Scale:	1" = 50'
Ch'd. By:	GKC	Drawing No:	1 OF 1
		Job No:	27080-C1

THIS DOCUMENT NOR THE INFORMATION DISCLOSED HEREIN SHALL NOT BE REPRODUCED FOR TRANSFER TO OTHER DOCUMENTS USED OR DISCLOSED TO OTHERS FOR ANY PURPOSE EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING BY FREELANCE TECHNICAL ASSOCIATES (304) 366-6288.

LEGAL DESCRIPTION

WVDEP VRP PROJECT
Cookman Realty
Deed Book 184 Page 53
Tax Map 5 Parcel 32.3
Petersburg District, Grant County, West Virginia

Beginning at 1/2" iron pin found being a common corner with Parcel 32.2 and near Alt Avenue
thence running with said road for one line

S 66°13'41" E – 46.59' to a calculated corner being a common corner with Parcel 32.8
thence running with said parcel for one line

S 14°40'14" W – 222.64' to a calculated corner being in the common boundary line with
Parcel 42 thence running with said boundary for one line

N 75°01'09" W – 46.00' to a calculated corner being a common corner with Parcel 29.1
thence running with said parcel for one line

N 14°40'14" E – 229.76' to the point of beginning and containing 0.24 acres, more or
less, as shown on the attached plat.

BOOK 0239 PAGE 390

LEGAL DESCRIPTION

WVDEP VRP PROJECT
Keith Wolfe, dba Petersburg Motors
Deed Book 90 Page 101 and Deed Book 214 Page 741
Tax Map 5 Parcels 29.1, 31, 32.5
Petersburg District, Grant County, West Virginia

Beginning at a calculated corner being a common corner with Parcel 37 and near Main Street
thence running with said road for one line

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N 14°12'44" E – 3.33' to a calculated corner thence

S 74°21'52" E – 85.72' to a calculated corner thence

N 14°38'13" E – 100.00' to a calculated corner being a common corner with Parcel 32.2
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Parcel 32.3 thence running with said boundary for one line

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Parcel 41.1 thence running with said boundary for one line

N 72°19'46" W – 228.68' to the point of beginning and containing 0.45 acres, more or
less, as shown on the attached plat.

Instructions to the Clerk of the County Commission of Grant County, West Virginia:

Please return the recorded document to:

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

GRANT COUNTY, WV
FILED
December 19, 2007 10:12:02

HAROLD G. HISER
COUNTY CLERK
TRANSACTION NO: 2007006741

DEED BOOK
Book: 00239 Page: 00384
Line: 00001





west virginia department of environmental protection

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

Joe Manchin III, Governor
Stephanie R. Timmermeyer, Cabinet Secretary
www.wvdep.org

December 10, 2007

Mr. Lester Keith Wolfe and Mr. James Cookman
c/o Mr. Al Anderson
Ryan Environmental, Inc.
Rt. 4 Box 260
Bridgeport, WV 26330

Certified # 7007 0220 0000 0374 1188

RE: Land Use Covenant for Lester Keith Wolfe dba Petersburg Motors and Cookman Group, Inc.
Main Street, Petersburg, Grant County VRA Project # 06367

Dear Mr. Wolfe and Mr. Cookman:

Enclosed please find the signed and notarized Land Use Covenant for the subject parcels. The Certificate of Completion issued for the subject site and dated December 10, 2007, will become effective once the Land Use Covenant is recorded.

Please make arrangements to have the land use covenant properly recorded with the Grant 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,

Ken Ellison
Director

GRANT COUNTY, WV
FILED
December 19, 2007 10:12:02

HAROLD G. RISER
COUNTY CLERK
TRANSACTION NO: 2007006741

Enclosure

C: Pasupathy Ramanan, Project Manager
Don Martin
file

DEED BOOK
Book: 00239 Page: 00384
Line: 00001

