

DEED 2671 555
Recorded In Above Book and Page
09/29/2006 11:12:01 AM
Vera J. McCormick
County Clerk
Kanawha County, WV
Deed Tax 0.00
Recording Fee 8.00
TOTAL 8.00

LAND USE COVENANT

APPALACHIAN POWER COMPANY, a Virginia corporation authorized to do business in the State of West Virginia, has entered into a Voluntary Remediation Agreement dated as of July 21, 2004, as amended (hereinafter referred to as "the Agreement") with the Department of Environmental Protection for the State of West Virginia (WVDEP) 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 at 301 Virginia Street, East, in the City of Charleston, Kanawha County, West Virginia and more particularly described in Exhibit A attached hereto. Paragraph 75 of the Agreement requires Appalachian Power Company, 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 Appalachian Power Company, 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). All existing barriers to direct contact with subsurface soils, including paving, the existing buildings, and landscape planting areas will be maintained in accordance with the designated areas depicted on Exhibit B, Property Map.
 - (c). No construction, excavation, or disturbance of subsurface soils at the Property shall be conducted to a depth greater than one (1) foot below the surface without prior notification to the Cabinet Secretary of the WVDEP. Prior to initiating excavation activities, an appropriate property-specific Health and Safety Plan (HASP), identifying proper controls and protective measures to prevent environmental releases and worker exposure to chemical hazards, shall be prepared by a Licensed Remediation Specialist (LRS). The Owner shall otherwise manage the use of the Restricted Area in accordance with the Voluntary Remediation and Redevelopment Act.
3. The Owner shall restrict the uses of the Property to:
 - (a). The Property shall only be used for commercial and/or industrial purposes, and no residential use or development shall be permitted.
4. The Owner shall provide written notice to the Secretary of the WVDEP 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 WVDEP 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 WVDEP 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 Kanawha County, 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 WVDEP, 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 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 WVDEP.

12. 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.

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this 29th day of JUNE, 2006, by Roy A. Strawser, Manager, Real Estate Asset Management, American Electric Power Service Corporation, as Authorized Signer for Appalachian Power Company, a Virginia corporation, on behalf of the corporation.

Russell C. Cowley
Notary Public

My Commission expires: April 19, 2009



RUSSELL C. COWLEY
Notary Public, State of Ohio
My Commission Expires April 19, 2009
RECORDED IN FRANKLIN COUNTY

This Instrument Prepared By: Kenneth E. McDonough, Assistant General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 - 614-716-1696, for and on behalf of Appalachian Power Company.

To the Clerk of the Kanawha County Commission:

When recorded, return to:

Secretary, West Virginia Department of Environmental Protection,
601 57th Street Street, Charleston, WV 25304

Exhibit A

A parcel of land situate in the City of Charleston, Kanawha County, West Virginia, being more particularly described as follows:

Tract One - Office Parcel

That certain tract or parcel of land lying south of Virginia Street, and extending from Goshorn Street to Truslow Street, being more particularly described as follows:

Beginning at a point in the West line of Goshorn Street, which point is 109.9 feet from the Southern line of Virginia Street which point was also a corner with the land which Appalachian Power Company acquired from W. B. Donnally by deed dated September 16, 1930, of record in Deed Book 360, Page 594, in the Office of the Clerk of the County Commission of Kanawha County, West Virginia; thence with said West line of Goshorn Street S 53°13' W 109.9 feet to the Southern line of Virginia Street; thence with said Southern line of Virginia Street N 36°30' W 269.25 feet to the East line of Truslow Street; thence with the East line of Truslow Street S 52°30' W 128.3 feet to the Northern line of a ten foot alley; thence with the Northern line of said alley S 35°38' E 133.5 feet to an iron pin; thence N 53°13' W 18.6 feet to a point; thence S 37°15' E 135 feet to the place of beginning in the West line of Goshorn Street.

Being Tract 3 of that property which Appalachian Power Company (formerly Appalachian Electric Power Company) acquired from the West Virginia Water and Electric Company by deed dated April 20, 1926, of record in Book 298 Page 357, in the Office of the Clerk of the County Commission of Kanawha County, West Virginia, to which deed reference is hereby made for a further description of the property.

Being also the same property conveyed to the West Virginia Water & Electric Company by the Kanawha Water and Light Company, a corporation, by deed dated November 19, 1912, of record in the aforesaid Clerk's office in Deed Book 135, page 186, to which deed reference is hereby made for a further description of said property.

Surveyed by Appalachian Power Company Charleston Division, October 1931; Check Survey by A.J. Reed and Party (A.E.P. Co. Engineers) April 1940.

Tract Two - Garage Parcel

All those two certain lots or parcels of land, with the improvements thereon and appurtenances thereunto belonging, having a combined frontage of ninety-one and sixty-three hundredths (91.63) feet to the lower or westerly side of Goshorn Street, between Virginia and Kanawha Streets, in the City of Charleston, Kanawha County, West Virginia, and more particularly bounded and described as follows, to wit:

Beginning at a point on the western side of Goshorn Street at a point which bears S 53° 13' W 139.75 feet from the center of Virginia Street; thence leaving Goshorn Street and with the

line of Appalachian Electric Power Company N 37° 15' W 135 feet to a stake; thence leaving said line of the Appalachian Electric Power Company S 53° 13' W 57.6 feet to a point; thence S 37° 15' E .35 feet; thence S 52° 29' W 38.17 feet to a stake at the northwesterly corner of a 12 foot alley; thence with the northerly side of said alley, S 39° 01' E 134. 5 feet to a stake on Goshorn Street; thence leaving said alley and with the westerly side of Goshorn Street, N 53° 13' E 91.63 feet to the beginning.

Being that property which Appalachian Power Company (formerly Appalachian Electric Power Company) acquired from W. B. Donnally and Sallie C. Donnally, husband and wife by deed dated September 16, 1930, of record in Deed Book 360, Page 594, in the Office of the Clerk of the County Commission of Kanawha County, West Virginia.

Tract Three - Vacated Alley

The northerly half of that certain (formerly) public alley that is about twelve feet wide, is generally parallel to Kanawha Boulevard, East, and extends west from Goshorn Street toward Truslow Street for about 134 feet to a dead end, said northerly half of the alley being bounded and described as follows:

Beginning in the Westerly line of Goshorn Street at an iron pin located N. 47° 43' E. 106.05 feet from the point of intersection of the Westerly line of Goshorn Street and the Northerly line of Kanawha Boulevard, East; thence N. 43° 55' W. 134.10 feet to a point; thence N. 47° 39' E. 6.17 feet to a point; thence with the Northerly line of the alley, S. 43 ° 55' E. 134.25 feet to a point in the Westerly line of Goshorn Street, thence S. 47° 43' W, 6 feet, more or less, to the point of beginning.

Being that property which Appalachian Power Company acquired from the City of Charleston, West Virginia, by deed dated March 17, 1982, of record in Deed Book 1998, Page 493, in the Office of the Clerk of the County Commission of Kanawha County, West Virginia,

Tract One is subject to that easement for a traffic signal control box conveyed by the Appalachian Power Company to the City of Charleston, West Virginia, by instrument dated August 26, 1974, of record in Book 1740 Page 204, in the Office of the Clerk of the County Commission of Kanawha County, West Virginia.

And Further Subject to all existing public highways and streets, easements, covenants, conditions, restrictions and reservations, if any, whether or not of record, and such matters as an accurate survey or inspection of the premises may reveal.

VERA J. McCORMICK, Clerk
that this is a true copy from the original.
Teste: VERA J. McCORMICK, Clerk
Kanawha County Commission
Date 9/29/06 By [Signature]
Deputy

