

September 5, 2006

Mr. Ken Ellison, Director
WVDEP, Division of Land Restoration
601 57th Street
Charleston, WV 25304

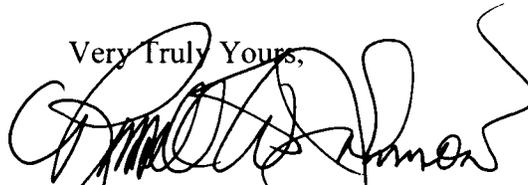
RE: Land Use Covenants for Hastings Extraction Plant and Ben's Run site

Dear Mr. Ellison:

Enclosed for your record and file are recorded copies of the above referenced Land Use Covenants.

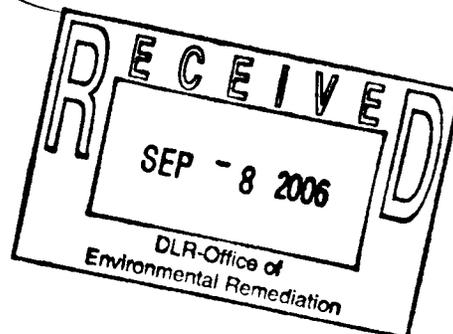
Thank you for your assistance in addressing this matter.

Very Truly Yours,



Russell W. Johnson
Manager – Land & Right of Way

xc: Sheri Franz
Gary Sivak



TYLER COUNTY COMMISSION	
AGREEMENT	Clerk 05
Date :	08/17/2006
Time :	11:26
Inst # :	27515
Book :	351-
Page :	657-
Received:	9.00
Tax :	.00

LAND USE COVENANT

Dominion Transmission, Inc., has entered into a Voluntary Remediation Agreement, VRA Project #06453 (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 at The Bens Run Terminal, State Route 2, Bens Run, West Virginia in Union District, Tyler County, West Virginia and more particularly described in a deed of record in the office of the Clerk of the County Commission of Tyler County, West Virginia. Paragraph XXV of the Agreement requires Dominion Transmission, Inc., as the owner of said property, to file a Land Use Covenant with the Clerk of the Tyler 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 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.

The property subject to the Land Use Covenant is described below:

A CERTAIN TRACT OR PARCEL OF LAND, SITUATE ON THE WATERS OF THE OHIO RIVER, NEAR WEST VIRGINIA STATE ROUTE 2, UNION DISTRICT, TYLER COUNTY, WEST VIRGINIA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

1.1.1

Beginning at a ¾" iron rebar set, which bears, North 57 degrees 40 minutes 05 seconds West, a distance of 95.46 feet from a 1" iron pipe found at a corner common to consolidated Gas Transmission (Tax Map 11 P/O Parcel 3, Deed Book 250 Page 540), and Bens Run Land Company (Tax Map 7 P/O Parcel 2, Deed Book 297 Page 241);

Thence, with said Bens Run Land Company, North 57 degrees 40 minutes 05 seconds West, a distance of 507.02 feet to a 1" iron pipe found at a corner common to Ormet Aluminum Mill (Tax Map 11 P/O Parcel 2.1, Deed Book 306 Page 493);

Thence, leaving said Bens Run Land Company and with said Ormet Aluminum Mill for five (5) lines, North 32 degrees 18 minutes 19 seconds East, a distance of 314.91 feet to a ¾" iron rod set;

Thence, South 51 degrees 56 minutes 00 seconds East, a distance of 60.70 feet to a ¾" iron rebar set;

Thence, North 32 degrees 00 minutes 01 seconds East, a distance of 90.82 feet to a ¾" iron rebar set;

Thence, North 51 degrees 49 minutes 44 seconds West, a distance of 60.22 feet to a ¾" iron rebar set;

Thence, North 32 degrees 18 minutes 19 seconds East, a distance of 12.59 feet to a 1/4" iron rod found at a corner common to Consolidated Gas Transmission (Tax Map 11 P/O Parcel 2, Deed Book 250 Page 540);

Thence, Through the lands of said Consolidated Gas Transmission (P/O Parcel 2), North 32 degrees 18 minutes 19 seconds East, a distance of 190.22 feet, to a ¾" iron rebar set;

Thence, Partially through said Consolidated Gas Transmission (P/O Parcel 2) and partially through Consolidated Gas Transmission (P/O Parcel 3), South 56 degrees 39 minutes 57 seconds East, a distance of 586.92 feet to a ¾" iron rebar set;

Thence, with said Consolidated Gas Transmission (P/O Parcel 3) for two (2) lines, South 28 degrees 28 minutes 01 seconds West, a distance of 120.65 feet to a ¾" iron rebar set;

Thence, South 50 degrees 05 minutes 24 seconds West, a distance of 125.98 to a ¾" iron rebar set;

Thence, leaving said Consolidated Gas Transmission (P/O Parcel 3), South 45 degrees 20 minutes 22 seconds West, a distance of 246.16 feet to a ¾" iron rebar set;

Thence, South 55 degrees 01 minutes 43 seconds West, a distance of 110.32 feet to the **Place of Beginning**, containing 7.97 acres, MORE OR LESS, as shown on a plat attached hereto and made a part of this description.

The tract or parcel of land herein described being a part of the same lands conveyed to the Consolidated Gas Transmission (P/O Parcel 3) by deed found in Deed Book 250 at Page 540, located in the Office of the Clerk, Tyler County, West Virginia.

NOW THEREFORE, as Dominion Transmission, Inc., , 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:

The extraction of groundwater under the site will not be used for any potable uses. Other uses of the groundwater are not restricted. The groundwater extraction restriction is incorporated in the Site-Specific Health and Safety Plan prepared for the site. A map of the property identified in the Agreement, as part of Parcel 11-2, is attached.

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

The only restriction is that extraction of groundwater may not be used for potable use as specified in Item #2.

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 Tyler 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 5th day of July, 2006.

SIGNED:

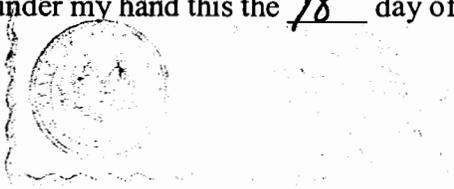
Paul E. Ruppert
Dominion Transmission, Inc.

Ken Ellison, Director
Ken Secretary
Department of Environmental Protection

I, M. ANN BOGGS, a Notary Public in and for the State and County aforesaid, do hereby certify that PAUL E. RUPPERT, whose name is signed to the writing above, bearing date the 5th day of July, 2006, has this day acknowledged same to be his true act and deed.

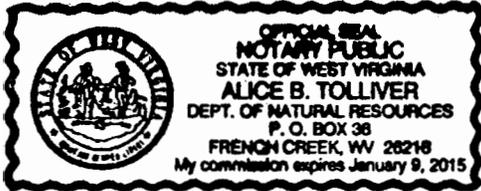
Given under my hand this the 18th day of May, 2006.

M. Ann Boggs
Notary Public



I, Alice B. Tolliver, 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 5th day of July, 2006, has this day acknowledged same to be his true act and deed.

Given under my hand this the 5th day of July, 2006.



Alice B. Tolliver
Notary Public

To the Tyler County Clerk, a copy of this recorded document is to be returned to the secretary of the DEP at the following address:

Mr. Ken Ellison, Director
WVDEP, DLR
601 57th Street
Charleston, WV 25304

RETURN ORIGINAL DOCUMENT TO:

Prepared By:
Dominion Transmission, Inc.
Land & Right-of-Way Department
5423 Mamont Road
Murrysville, PA 15668

STATE OF WEST VIRGINIA, COUNTY OF TYLER, TO-WIT:
OFFICE OF THE CLERK OF THE COUNTY COMMISSION OF TYLER COUNTY

The foregoing paper writing was presented for record in my office, and thereupon, together with the certificate thereto annexed,
is admitted to record.

Teste: *Lara G. Thomas* Clerk

County Commission of Tyler County.