



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

February 27, 2008

Mr. Jeff G. Keifer
Environmental Representative
Speedway SuperAmerica
P.O. Box 1500
Springfield, OH 45501

Certified Mail # 7006 2760 0004 9210 5391

RE: Certificate of Completion, VRA Project # 06949
Speedway SuperAmerica LLC, facility # 9764, Eleanor, Putnam County

Dear Mr Keifer:

I am pleased to provide you the accompanying Certificate of Completion for your site located at Eleanor, West Virginia. As you know, the certificate contains a provision relieving the persons who undertook the remediation, as well as subsequent successors and assigns, from all liability to the state as provided under Chapter 22 Article 22 of the West Virginia Code. This provision shall remain effective as long as the property complies with the applicable standards in effect at the time the certificate of completion was issued. This certificate is subject to the reopener provisions of section fifteen of the article, and includes a land-use covenant as provided in section fourteen. In this manner, we trust that the property will remain in productive and protective use for the citizens of our State.

I thank you for your participation in the Voluntary Remediation program, and ask that you feel free to contact our staff or me if you have any questions or comments related to the process.

Sincerely,

Ken Ellison
Director

Enclosure

cc: David Hight, Project Manager
Don Martin
File # 06949
Chris Amick, Kemron

**STATE OF WEST VIRGINIA
VOLUNTARY REMEDIATION PROGRAM
CERTIFICATE OF COMPLETION AND COVENANT**

Speedway SuperAmerica LLC entered into a Voluntary Remediation Agreement with the Secretary of the Department of Environmental Protection, dated March 17, 2005 ("Agreement"). The Agreement was entered into to address the release of any contaminants at the Former Speedway SuperAmerica Facility #9764 ("Site") located at 909 Roosevelt Boulevard, in Eleanor District, Putnam County, West Virginia. The following documents are incorporated as a part of this Certificate and Covenant:

- The application dated January 6, 2005 and the site assessment submitted with the application.
- The Agreement dated March 17, 2005, and VRA Modification # 1 dated January 16, 2006, VRA Modification # 2 dated April 5, 2007, and VRA Modification # 3 dated February 25, 2008.
- A map depicting the site (Exhibit A)
- A list of the contaminants for which the remediation standards specified in the Agreement have been met (Exhibit B)
- The final report submitted for the site dated March 28, 2007, issued by a licensed remediation specialist.
- The description of any institutional or engineering controls that were used to achieve a remediation standard (Exhibit C)
- The land use covenant that is to be recorded for this site (Exhibit D).

This Certificate of Completion is issued pursuant to W.Va. Code §22-22-13 to Speedway SuperAmerica LLC in recognition of the completion of the work required under the Agreement.

Pursuant to W.Va. Code §§22-22-7(f), 22-22-13, 22-22-14, and 22-22-18, the Secretary of the West Virginia Department of Environmental Protection (hereinafter, "WVDEP"), in the name of and on behalf of the State of West Virginia, now covenants not to bring any civil, criminal or administrative action or claim, resulting from or based upon the release or threatened release of contaminants that were the subject of the Voluntary Remediation Agreement. This

covenant shall bar actions against Speedway SuperAmerica LLC, Speedway SuperAmerica's successors and assigns, and those persons identified in W. Va. Code §22-22-18, from all public and private claims arising under Chapter 22 of the West Virginia Code or rules adopted thereunder in connection with the release or threatened release that was the subject of the Voluntary Remediation Agreement. This covenant shall not apply to Speedway SuperAmerica's predecessors in title.

CONDITIONS

This Certificate and the covenant it contains are subject to the terms and conditions set forth below:

1. The following conditions, contained in W.Va. Code §22-22-15, which may cause the Voluntary Remediation Agreement to be reopened:

- a) fraud was committed in demonstrating attainment of a standard at the site that resulted in avoiding the need for further remediation of the site;
- b) new information confirms the existence of an area of previously unknown contamination which contains contaminants that have been shown to exceed the standards applied to the previous remediation at the site;
- c) the level of risk is increased significantly beyond the established level of protection at the site due to substantial changes in exposure conditions, such as, a change in land use, or new information is obtained about a contaminant associated with the site which revises exposure assumptions beyond the acceptable range. This condition applies only where the level of risk is increased by a factor of at least five or the hazard index exceeds 1, or 10 where multiple systemic toxicants do not affect the same organ;
- d) the release occurred after the effective date of this Article on a site not used for industrial activity prior to the effective date of this Article; the remedy relied, in whole or in part, upon institutional or engineering controls instead of treatment or removal of contamination; and treatment, removal or destruction has become technically and economically practicable; or
- e) the remediation method failed to meet the remediation standard or combination of standards. For purposes of this paragraph, "new information" means any information obtained directly or indirectly by the Department from any person after issuance of a Certificate of Completion, but does not include information the Department has received in the application for participation in the voluntary remediation program, including any site assessment, [optional: during the execution of the voluntary remediation agreement or any work plan developed under such an agreement] or other information available to the Department under the voluntary remediation program prior to the execution of the Certificate of

Completion. Information that does not qualify as new information may be considered by the Secretary along with new information if necessary, to determine whether any of the conditions for reopening set out in section 16 of this rule, have occurred.

Where one of the foregoing conditions is found to exist for a portion but not all of the site, this certificate and covenant shall continue to apply to all portions of the site that were unaffected by the occurrence of that condition.

2. To the extent that the Agreement or any of the documents referenced in this certificate impose obligations that continue after the execution of this certificate, there shall be continued compliance with such obligations.

3. This certificate and covenant do not preclude the State of West Virginia from taking any unilateral action at the site, under any existing or future statutory authority, to protect human health and the environment; provided however, in no event shall the State have a right of recovery against [applicant] or any other person to whom the covenant herein applies to the extent that such right of recovery arises under Chapter 22 of the West Virginia Code, and relates to matters covered by the Agreement.

4. This certificate and covenant do not preclude the State from seeking recovery of such sums as the [applicant] has agreed to pay the WVDEP under the Agreement.

WHEREFORE, the Secretary of the Department of Environmental Protection, on behalf of the State of West Virginia, issues this certificate and covenant, with all aforementioned privileges, responsibilities, conditions and reservations, this date of February 29, 2008 to Speedway SuperAmerica LLC.

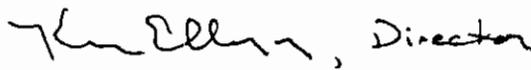
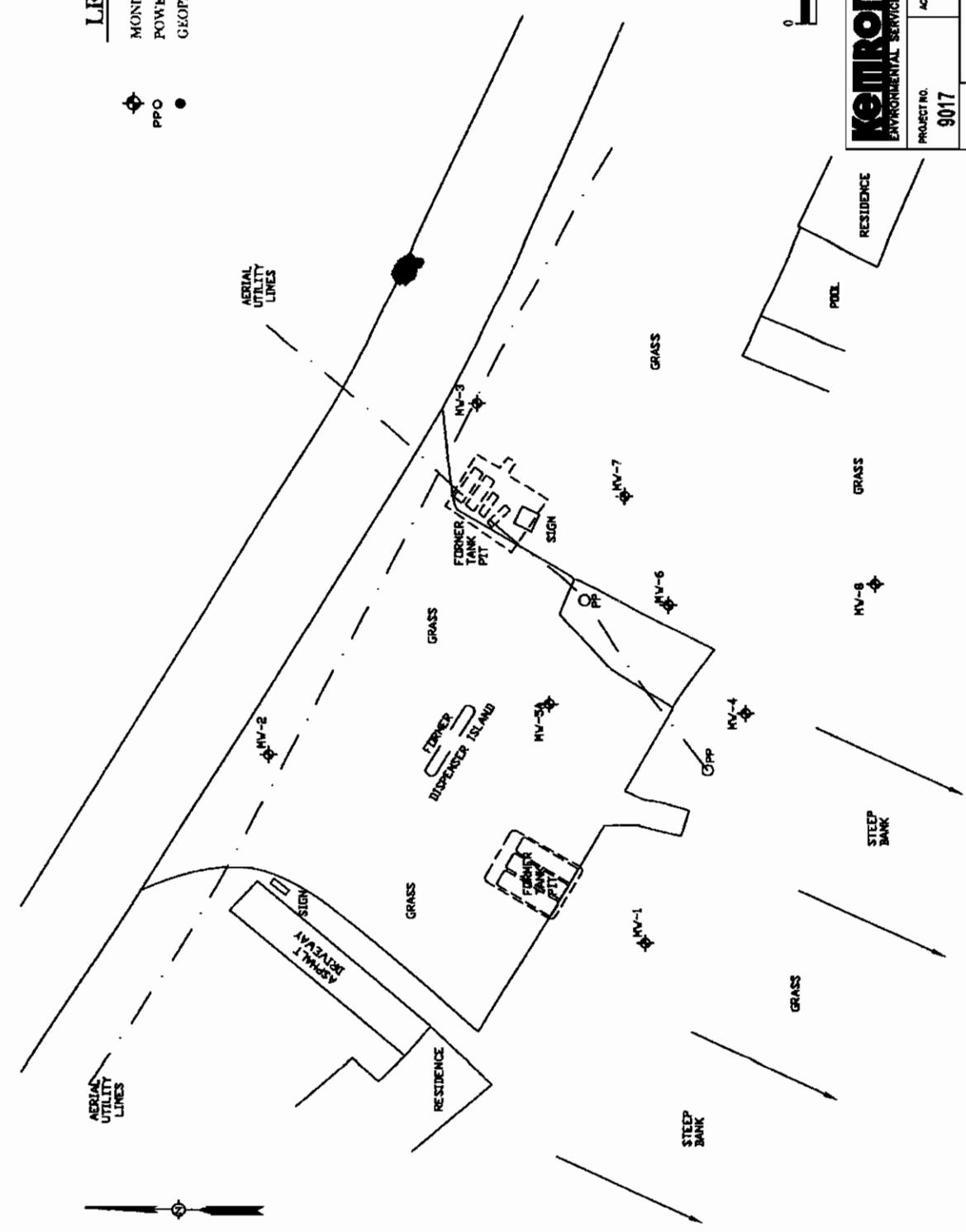

Secretary, Department of Environmental Protection

EXHIBIT A

Site Map

LEGEND

- ◆ MONITORING WELL
- PPO
- GEOPROBE POINTS (6/20/03)



KEMTRON ENVIRONMENTAL SERVICES		PROJECT NO. 9017	ACAD FILE: SITE MAP	DRAWING DATE: 9/25/02
DESIGNED TLW	SITE MAP SSA #9764 989 ROOSEVELT BLVD. FLEA NOR, WV			
DETAILED TLW				
CHECKED CJA	CLIENT/LOCATOR: SSA #9764 ELEANOR, WV			
				FIGURE: 1

NOTE: DASHED LINE AROUND TANK PIT IS SHOWING APPROXIMATE LOCATION OF CONCRETE PAD ON SITE.

EXHIBIT B

Contaminants of Concern

TABLE 1
FINAL CONTAMINANTS OF CONCERN LIST
FORMER SSA FACILITY #9764
909 ROOSEVELT BOULEVARD, ELEANOR, WV

Site Contaminants of Concern
Benzene
Toluene
Ethylbenzene
Total Xylenes
Total Petroleum Hydrocarbons as Gasoline Range Organics
Total Petroleum Hydrocarbons as Diesel Range Organics
Methyl Tertiary Butyl Ether

EXHIBIT C

Description of Institutional or Engineering Controls



#5 Craddock Way • Rock Branch Industrial Park • Poca, WV 25159 • TEL 304-755-0999 • FAX 304-755-0990

**Implemented Institutional and Engineering Controls Description
Former Speedway SuperAmerica LLC Facility #9764
909 Roosevelt Boulevard
Eleanor, WV
VRP #6949**

1.1 Land Use Covenants

A Land Use Covenant containing specific property use restrictions has been added to the property deed for the former SSA Facility #9764 property. Property use restrictions included in the Land Use Covenant include the following:

- Restriction against property uses other than Non-Residential purposes;
- Restriction against basement structures in future buildings constructed on the property; and
- Restrictions against the use or extraction of groundwater for purposes other than groundwater monitoring.

Land Use Covenants incorporated into the property deed for the former SSA Facility #9764 are summarized in Sections 1.1.1 through 1.1.3 below. A copy of the Land Use Covenant document is provided in **Exhibit D**.

1.1.1 Non-Residential Use

According to the Land Use Covenant, the former SSA Facility #9764 property may not be used for any purposes other than "Non-Residential purposes" and may be used only as "nonresidential property".

1.1.2 Restrictions on New Construction

According to the Land Use Covenant, buildings on the property shall not have or include basements or other below-grade spaces intended for human occupancy.

1.1.3 Groundwater Use Restriction

As promulgated in the Land Use Covenant, no groundwater underlying the property may be used for any purpose except that groundwater monitoring may be performed, and that no wells or groundwater recovery shall be installed or operated on the property except by the owner.

EXHIBIT D
Land Use Covenant

LAND USE COVENANT

SPEEDWAY SUPERAMERICA LLC 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 ("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, consisting of two contiguous parcels (Lot Nos. 33, 34 and 35 per Map Book 4, Page Nos. 10 and 11, Office of the Clerk – Putnam County Commission) located at 909 Roosevelt Boulevard in Eleanor, Putnam County, West Virginia (Site); and on Attachment 1 attached hereto (hereinafter referred to as 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 Putnam 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 Speedway SuperAmerica LLC, hereinafter referred to as "Owner," and the director 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 impede or in any way interfere with the remedial action required by the Agreement.
2. The Owner shall prohibit all activities on the Property 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:



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Fee Amt: \$9.00 Page 1 of 8
Putnam County Clerk
Brian Wood County Clerk

BK 62 Pg 6-13

a. The Property may not be used for any purposes other than “Non-Residential purposes” and may be used only as “nonresidential property” as that term is defined in W. Va. Code § 22-22-2(q).

b. Buildings on the Property shall not have or include basements or other below-grade spaces intended for human occupancy.

c. No groundwater underlying the Property may be used for any purpose except that groundwater monitoring may be performed by the Owner as necessary to satisfy the requirements of the Agreement, the Certificate of Completion issued for the Property, and other monitoring as may be required by applicable law, regulation or action of a governmental authority, and no wells or groundwater recovery shall be installed or operated on the Property except by the Owner in accordance with the terms of the Agreement and the Certificate of Completion issued in connection therewith.

3. The Owner shall restrict the uses of the Property as follows:

a. The Property shall be used for “Non-Residential purposes” only, as that term is defined in W. Va. Code § 22-22-2(q).

b. The uses of the Property shall be restricted as set forth in paragraph 2. a – c herein above of this Land Use Covenant.

c. There shall be reserved to Owner from the Property such reasonable and necessary rights in the Property as are necessary to fully perform Owner’s obligations under the Agreement, including, but not limited to, the right of ingress and egress over the Property, the right to maintain and inspect monitoring wells, which wells shall be identified and located by Owner to the extent practicable, and the right to perform such activities on the Property as are reasonably required to remediate the contaminants from the soil and in the groundwater

underlying the Property, including the right to place monitoring wells on the Property to the extent necessary for the Owner to comply with the Agreement or the Certificate of Completion issued in connection therewith.

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 the hereinabove paragraph 2.

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 West Virginia 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, 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, their heirs, 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 director of the West Virginia Division of Environmental Protection, or his successor in accordance with regulations promulgated by the director or his successor. Within five 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 of Putnam County, and within five days thereafter, the Owner shall provide a true copy of the recorded amendment, modification or termination to the director of the West Virginia Division 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.

The Clerk of the County Commission of Putnam County, West Virginia is hereby requested and directed to return this instrument following recordation to the Secretary of the WVDEP, at the address indicated below, with evidence showing it has been duly recorded as required by the regulations promulgated by the Secretary of the WVDEP.

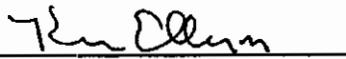
IN WITNESS WHEREOF, Speedway SuperAmerica LLC, as the Owner of the above described property and the director of the West Virginia Division of Environmental Protection have caused this Land Use Covenant to be executed this 4 day of January, 2007.

SPEEDWAY SUPERAMERICA LLC

By: 
J. Mitchell Oliver
Its: Manager, Corporate Environmental
Property Owner



**DIRECTOR,
DIVISION OF ENVIRONMENTAL
PROTECTION OF THE STATE OF
WEST VIRGINIA**

By: 
Its: Director

STATE OF OHIO,
COUNTY OF CLARK, to-wit:

I, Lee Ann Stroble, a Notary Public in and for the State and County aforesaid, do hereby certify that J. Mitchell Oliver, Manager, Corporate Environmental, Speedway SuperAmerica LLC, whose name is signed to the writing above, bearing date the 2nd day of January 2007, has this day acknowledged same to be his true act and deed.

Given under my hand and official notarial seal this 2nd day of Jan 2007
LEE ANN STROBLE, Notary Public
In and for the State of Ohio
My Commission Expires Aug. 21, 2011



My commission expires _____.

[NOTARIAL SEAL]

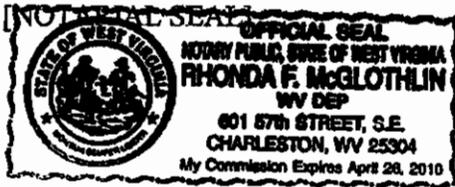
Lee Ann Stroble
Notary Public

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, to-wit:

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 4th day of January, 2007, has this day acknowledged same to be his true act and deed.

Given under my hand and official notarial seal this 4th day of January, 2007.

My commission expires April 26, 2010.



Rhonda F. McGlothlin
Notary Public

ATTACHMENT 1

PARCEL I

All of that certain lot of land, together with the improvements thereon and the appurtenances there unto belonging, situate in the Town of Eleanor in Putnam County, West Virginia, being all of Lot No. 35 as said lot is shown upon that certain map entitled "Red House Farms for W.Va. Rural Rehabilitation Corporation Morgantown, West Va." dated Jan., 1935, made by E. H. Venable, C.E., a true copy of which map is of record in the office of the Clerk of the County Commission of Putnam County, West Virginia, in Map Book 4 at pages 10 and 11, said Lot No. 35 being in all respects exactly the same lot as the lot designated Lot No. 35 on an unrecorded map or plat entitled "Putnam County Homesteads," said Lot No. 35 being more particularly bounded and described as follows:

BEGINNING at a 1/2 inch rebar with yellow cap set on the southern right of way line of West Virginia State Route 62 in Union District, Putnam County, West Virginia, corner to Lots No. 34 and 35 of Red House Farms Subdivision, from which a concrete monument found bears N. 50° 50' 33" E. 6.20 feet; thence from said point of beginning and running along said State Route 62 right of way for two calls as follows: (1) running with a curve to the left having a radius of 955.40 feet, an arc length of 61.54 feet, a chord bearing of S. 77° 52' 33" E., a distance of 61.53 feet to a 1/2-inch rebar with yellow cap set, and (2) running S. 78° 14' 00" E. 3.33 feet to a 1/2-inch rebar with a yellow cap set and corner to Lots Nos. 35 and 36 from which a 3/4-inch iron rod found bears N. 56° 58' 57" E. 5.33 feet; thence leaving said road right of way and running with the common dividing line between said Lots Nos. 35 and 36 of said Red House Farms Subdivision, S. 34° 28' 00" W. 201.78 feet to a concrete monument found on the northern right of way line of the Penn Central Railroad corner to said Lots Nos. 35 and 36 of said Red House Farms subdivision, from which a concrete monument found bears S. 58° 51' 40" E. 162.89 feet; thence with said railroad right of way line N. 59° 40' 00" W. 60.14 feet to a concrete monument found corner to Lots No. 34 and 35 of said subdivision; thence leaving said railroad right of way line and running with the common dividing line between said Lots. No. 34 and 35 of said subdivision N. 34° 27' 59" E. 181.44 feet to the place of beginning.

PARCEL II

All of those two certain lots of lands, together with the improvements thereon and the appurtenances thereunto belonging, situate in the Town of Eleanor Tax District in Putnam County, West Virginia, being all of Lots Nos. 33 and 34 as said lots are shown upon that certain map entitled "Red House Farms for W. Va. Rural Rehabilitation Corporation Morgantown, West Va., dated Jan., 1935, made by E. H. Venable, C.E., a true copy of which map is of record in the office of the Clerk of the County Commission of Putnam County, West Virginia, in Map Book 4 at pages 10 and 11, said Lots Nos. 33 and 34 being in all respects the same lots as Lots Nos. 33 and 34 as shown on an unrecorded map or plat entitled "Putnam County Homesteads," said Lots Nos. 33 and 34 being more particularly bounded and described as follows:

BEGINNING at a 3/4-inch iron pipe found on the southern right of way line of West Virginia State Route 62 in Union District, Putnam County, West Virginia, corner to Lots No. 32 and 33 of Red House Farms Subdivision, from which a monument found bears N. 66° 42' 25" W. 121.73 feet; thence from said point of beginning and running along said right of way line, with a curve to the left having a radius of 955.40 feet, an arc length of 125.48 feet, a chord bearing of S. 72° 16' 04" E., a distance of 125.39 feet to a 1/2-inch rebar with a yellow cap set corner to Lots Nos. 34 and 35 of said Red House Farms Subdivision, from which a concrete monument found bears N. 50° 50' 33" E., a distance of 6.20 feet; thence leaving said right of way and running with the common dividing line between said Lots Nos. 34 and 35 of said Red House Farms Subdivision S. 34° 27' 59" W. 181.44 feet to a concrete monument found on the northern right of way line of the Penn Central Railroad corner to Lots Nos. 34 and 35; thence with said railroad right of way line N. 59° 40' 00" W. 120.51 feet to a concrete monument found corner to Lots Nos. 32 and 33 of said Red House Farms Subdivision; thence leaving said railroad right of way and running with the common dividing line between said Lots Nos. 32 and 33 of said Red House Farms Subdivision N. 34° 30' 40" E. 154.03 feet to the place of beginning.

Parcel I being the same property conveyed to SuperAmerica Group, Inc. by deed dated September 30, 1992 recorded in Deed Book 0343, Page 163, in the Putnam County, West Virginia office of the Clerk of the County Commission.

Parcel II being the same property conveyed to SuperAmerica Group, Inc., by deed dated September 8, 1992, recorded in Deed Book 0343, Page 147, in the Putnam County, West Virginia office of the Clerk of the County Commission.

STATE OF WEST VIRGINIA, Putnam
County Commission Clerk's Office
01/26/2007. The foregoing Miscellaneous
together with the certificate of its
acknowledgment, was this day presented
in said office and admitted to record.

Teste: Jim [Signature] Clerk