

LAND USE COVENANT

Princetonlo, LLC ("Princetonlo") 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 22-22-21 (hereinafter referred to as "the Act"), for certain property, located at I-77 and U.S. Highway 460 in Princeton, East River District, Mercer County, West Virginia and more particularly described on Exhibit A. In the Agreement, the current owner of this property, the State of West Virginia, Department of Transportation, Division of Highways hereinafter referred to as "Owner," has agreed to the imposition of the restrictions on this property, as required by the Agreement. 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 Mercer 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, 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. Development of the site for residential use and ownership; and
 - b. The extraction of ground water for any use except for ground water monitoring.
3. The Owner shall restrict the uses of the property to nonresidential property, as the term is defined in West Virginia Code, Section 22-22-2(q), and such uses may include (i) the current use of the property as a road, road right of way and State Police office, and (ii) the operation of a Lowe's Home Center.
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 applicant, its successors and assigns, 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 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 Mercer 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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 24th day of June, 2005.

SIGNED:

Paul A. Mattox
Property Owner

Ken Ellison, Director
Secretary, Department of Environmental Protection

State of West Virginia
Department of Transportation
Division of Highways

By: Paul A. Mattox, Jr.
Name: Paul A. Mattox, Jr.
Title: Commissioner of Highways

I, Kristi Goodman, a Notary Public in and for the State and County aforesaid, do hereby certify that Paul A. Mattox, the Commissioner of the State of West Virginia, Department of Transportation, Division of Highways whose name is signed to the writing above, bearing date the 24th day of June, 2005, has this day acknowledged same to be his true act and deed.

Given under my hand this the 27th day of June, 2005



My commission expires: 2/10/10
Kristi Goodman
Notary Public

I, Rhonda J. 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 11th day of July, 2005, has this day acknowledged same to be his true act and deed.

Given under my hand this the 11th day of July, 2005

My commission expires: April 26, 2010
Rhonda J. McGlothlin
Notary Public

Please return the recorded document to the Secretary of the WVDEP, Attn: Wilma Pomeroy, Office of Environmental Remediation, West Virginia Department of Environmental Protection, 601 57th Street SE, Charleston, WV 25304.



EXHIBIT A

Tract 1

PROPERTY DESCRIPTION OF A PORTION OF OLD OAKVALE ROAD RIGHT OF WAY THROUGH VRA (BLUE FLASH OIL COMPANY)

Located in the East River District, Mercer County, Princeton, West Virginia and being more particularly described as follows:

BEGINNING at a point at the intersection of the easterly side of old Oakvale Road and the northerly side of old State Route 460;

Thence, crossing old Oakvale Road North 79 degrees 49 minutes 45 seconds West – 29.48 feet to a point at the intersection of the westerly side of old Oakvale Road and the northerly side of old State Route 460;

Thence, with of the westerly side of old Oakvale Road North 04 degrees 43 minutes 26 seconds East – 175.60 feet to a point;

Thence, crossing old Oakvale Road South 81 degrees 07 minutes 12 seconds East – 29.40 feet to a point on the easterly side of old Oakvale Road;

Thence, with the easterly side of old Oakvale Road South 04 degrees 42 minutes 58 seconds West – 176.27 feet to the **BEGINNING**.

Containing 5,161 square feet, more or less.

AND

Tract 2

PROPERTY DESCRIPTION OF ROAD RIGHT OF WAY THROUGH VRA (BLUE FLASH OIL COMPANY)

Located in the East River District, Mercer County, Princeton, West Virginia and being more particularly described as follows:

BEGINNING at a point at the intersection of the easterly side of old Oakvale Road and the northerly side of old State Route 460;

Thence, with the northerly side of old State Route 460 two courses:

1. North 89 degrees 56 minutes 58 seconds East - 147.33 feet to a point;
2. North 89 degrees 27 minutes 58 seconds East - 90.58 feet to a point at the intersection of the northerly side of old State Route 460 and the westerly side of an unnamed road;

Thence, with the westerly side of an unnamed road and the terminus of a county road two courses:

1. North 15 degrees 08 minutes 49 seconds East - 46.89 feet to a point;
2. North 23 degrees 39 minutes 40 seconds East - 34.21 feet to a point;

Thence, with the northerly side of the old county road two courses:

1. South 65 degrees 50 minutes 20 seconds East - 65.46 feet to a point;
2. South 87 degrees 33 minutes 03 seconds East - 149.48 feet to a point on the line of Blue Flash Oil Company;

Thence, with Blue Flash Oil Company South 16 degrees 43 minutes 57 seconds West - 37.56 feet to a point on the northwesterly side of Interstate 77 southbound ramp;

Thence, with the northwesterly side of Interstate 77 southbound ramp two courses:

1. South 66 degrees 53 minutes 19 seconds West - 154.98 feet to a point;
2. South 46 degrees 09 minutes 14 seconds West - 144.78 feet to an iron rod, a northeasterly corner to Princetonlo, LLC;

Thence, with Princetonlo, LLC North 88 degrees 12 minutes 09 seconds West - 319.83 feet to a point on the easterly side of an access road;

Thence, with the easterly side of an access road and continuing through old State Route 460 two courses:

1. North 14 degrees 02 minutes 10 seconds East – 67.95 feet to a point;
2. North 48 degrees 54 minutes 23 seconds East – 116.76 feet to the BEGINNING.

Containing 1.555 acres, more or less.

There is excepted from the above described property the following.

BEGINNING at a point on the northerly side of old State Route 460, said point being located North 89 degrees 27 minutes 58 seconds East - 20.77 feet from the southeasterly corner to MVK Investments, Inc. Parcel 1.

Thence, with an unnamed road North 15 degrees 08 minutes 49 seconds East - 37.00 feet to a point on the southerly side of an old county road;

Thence, with the southerly side of an old county road South 64 degrees 11 minutes 31 seconds East - 100.00 feet to a point on the northerly side of old State Route 460;

Thence, with the northerly side of old State Route 460;
North 85 degrees 30 minutes 52 seconds West - 100.00 feet to the BEGINNING.

Containing 0.042 acres, more or less.