

VERA J. MCCORMICK  
COUNTY CLERK  
KANAWHA COUNTY, WV

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Instrument Number	3171630
Clerk	ALLEY
AGREEMENT	
Deeds	
Book Number	2024
Page Number	178
Date Filed	05/29/2012
Time Filed	03:22:30 PM
Number of Pages	21
Base Fee	5.00
Preservation Fee	3.00
Pages Over 5	16.00
FPF Other	2.50
OHCF Other	2.50
Total	29.00
Cash	40.00
Total	40.00
Change	11.00

## LAND USE COVENANT

This is an environmental covenant executed pursuant to the Voluntary Remediation and Redevelopment Act, West Virginia Code Chapter 22, Article 22, and the Uniform Environmental Covenants Act, West Virginia Code Chapter 22, Article 22B, to restrict the activities on, and uses of, the following described property:

**Facility Name:** Former Elk Refinery  
**Address:** West of the intersection of Reamer Road and County Route 58  
Clendenin, Kanawha County, WV

**Lot 103 and Lot 104**--Deed Book 2050; Page 750 – Attachment 1 presents a copy of the property deed and the tax map for the Site vicinity.

Activities on and uses of the above-described property that may result in excessive human exposure or in the release of a contaminant that was contained as part of the remedial action related to this covenant are prohibited. Those activities and uses include, but are not limited to:

- Uses of the property for any purpose other than as nonresidential property as defined by the West Virginia Voluntary Remediation and Redevelopment Act (West Virginia Code § 22-22-2(q)).
- Extraction of groundwater at the site for any use except for ground water monitoring and/or remediation.
- Excavation, drilling or penetration in the area of the former impoundment (Exhibit 1) unless such excavation, drilling or penetration is conducted by a contractor who is qualified and knowledgeable about releases and exposures to contaminants known to exist at the site. The contractor will be required to perform the work in accordance with a site specific Health and Safety Plan and a Soil Management Plan developed by a Licensed Remediation Specialist or similarly qualified individual. The contractor will also be required to remediate the disturbed area in a manner which assures that an equivalent amount of engineering control of the site is achieved at the conclusion of the work. The Owner shall provide written notice to the Secretary of the Department of Environmental Protection of the intent to conduct such work.

The current owners of record of the property, and their contact information, are:

*PARS Industrial Corporation  
c/o Michael J. Del Giudice, Esquire  
Ciccarello, Del Giudice & LaFon  
Attorneys At Law  
1219 Virginia Street, East, Suite 100  
Charleston, WV 25301*

Any person, including a person that owns an interest in the real property, the state or federal agency determining or approving the environmental response project pursuant to which an environmental covenant is created, or a municipality or other unit of local government may be a holder of an environmental covenant. The following are all of the holders of this covenant:

*PARS Industrial Corporation  
c/o Michael J. Del Giudice, Esquire  
Ciccarello, Del Giudice & LaFon  
Attorneys At Law  
1219 Virginia Street, East, Suite 100  
Charleston, WV 25301*

The facts regarding the remediation response project at this property are:

The former Elk Refinery Site consists of approximately 44 acres of property located on the southeast side of the Elk River across from the town of Falling Rock, Kanawha County, West Virginia. County Routes 63 and 58 cross the eastern portion of the Site. The Elk River borders the Site to the northwest. The Site was a former refinery that was operated by the Pennzoil Quaker State Company and subsidiaries from 1913 until its closure in 1982. The refinery manufactured lubricating oils and fuels during its entire 70-year operational period. The Site was purchased by PAR Inc. in 1984, and since then, has been used for various commercial enterprises. The Site is currently dormant, and future development uses are undetermined. The agreement required additional site characterization and site remediation activities to determine and remediate the extent of impact. Once impact was determined, the voluntary remediation agreement included assessments of human health and ecological risks addressing current and future uses of the site in order to establish appropriate cleanup standards.

For information related to site remediation activities, please contact Mark Humberger of Shell Oil Products U.S.; 910 Louisiana, Houston TX 77002; (713)-241-7035.

The Site exhibits certain concentrations of petroleum-related compounds in soil *and* groundwater (benzene, isopropylbenzene, methylcyclohexane, toluene, 2-methylnaphthalene, bis (2-ethylhexyl) phthalate, methylene chloride, naphthalene, chromium, lead, arsenic).

Remedial activities included:

- *Soil remediation achieved via targeted soil excavation and disposal.*
- *Light Non-Aqueous Phase Liquid (LNAPL) remediation accomplished via High Vacuum Extraction and off-site recycling of recovered LNAPL.*
- *Groundwater remediation accomplished via dual phase extraction, bio-venting, and enhanced anaerobic bioremediation.*
- 

The remedial standards selected for the Site are:

- *Soil- Site- Specific Standard;*
- *Groundwater – Site-Specific Standard*

- *Human Health Standard - includes a Land Use Covenant herein for the property with appropriate institutional controls to achieve the applicable standards.*
- *Ecological: De Minimis Ecological Screening Evaluation.*

The LUC provided herein will allow for a risk-based closure.

The *owner(s)* of the property shall provide written notice to the Secretary of the Department of Environmental Protection within 10 days following transfer of a specified interest in the property subject to this covenant, changes in use of the property, application for building permits regarding the property, or proposals for any site work affecting the contamination on the property.

The *owner(s)* shall conduct inspections of the property to monitor compliance with this Land Use Covenant at least one (1) time per year, and shall submit two (2) signed copies of the inspection monitoring report to the WVDEP, DLR headquarters in Charleston, within thirty (30) days of the inspection.

This covenant relieves the applicant and subsequent successors and assigns from all civil liability to the state as provided under West Virginia Code Article 22 of Chapter 22 and shall remain in effect so long as the property complies with the applicable standards in effect at the time this covenant was issued.

This covenant shall not be amended, modified or terminated except by written instrument executed in accordance with W. Va. Code § 22-22B-10, by and between the Owner at the time of the proposed amendment, modification or termination, the Secretary of the West Virginia Department of Environmental Protection, and the holders of this covenant. 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.

The administrative record for the environmental response project reflected in this covenant is maintained in the offices of West Virginia Department of Environmental Protection (WVDEP) located at 601 57Th Street, S. E. Charleston WV 25304 and is entitled Pennzoil-Elk River Refinery, VRP #09769.

The West Virginia Department of Environmental Protection is granted full right of access to the property for the purpose of implementation or enforcement of this covenant.

All restrictions and other requirements described in this covenant shall run with the land and shall be binding upon all holders and their grantees, lessees, authorized agents, employees or persons acting under their direction or control.

IN WITNESS WHEREOF, the following holders have executed this covenant on the dates indicated.

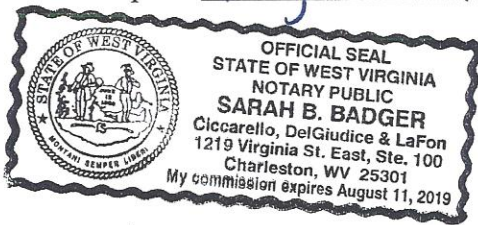
Nancy Pizzuto/ Pres.  
SIGNED:  
PAR\* Industrial Corporation

4-12-2012  
Date:

I, Sarah B. Badger, a Notary Public in and for the County of Kanawha, State of West Virginia, do hereby certify that the holder(s) whose (name is) (names are) signed above, this day executed this document in my presence or this day acknowledged same to be the true act and deed of said holder(s).

Given under my hand this the 12<sup>th</sup> day of April, 2012.

My commission expires August 11, 2019



Sarah B. Badger  
Notary Public

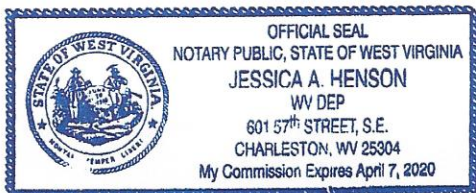
Ken Ellison, Director  
Secretary, WV Department of Environmental Protection

May 24, 2012  
Date

I, Jessica A. Henson, a Notary Public in and for the County of Kanawha, State of West Virginia, do hereby certify that Ken Ellison, whose name is signed to the writing above as the representative of the agency, has this day executed this document in my presence or this day acknowledged same to be the true act and deed of said holder.

Given under my hand this the 24<sup>th</sup> day of May, 2012

My commission expires April 7, 2020



Jessica A. Henson  
Notary Public

The Clerk will return the recorded document to:

Mr. Ken Ellison, Director  
WVDEP, DLR  
601 57<sup>th</sup> Street  
Charleston, WV 25304

GENERAL WARRANTY DEED

THIS DEED, made this 5th day of December, 1983, by and between PENNZOIL COMPANY, a Delaware corporation, party of the first part, and PAR INDUSTRIAL CORPORATION, a West Virginia corporation, party of the second part;

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the party of the first part does hereby GRANT and CONVEY unto the party of the second part, FOR SO LONG AS no part of said property is used for residential, agricultural, health care, educational, religious, outdoor recreational, or for purposes of either long-term or transient occupation by individuals in a hotel, motel, trailer park, recreational vehicle camp ground, those two certain parcels of land, together with the improvements thereon and the appurtenances thereunto belonging, situate on Elk River in Kanawha County, West Virginia, bounded and described as follows:

PARCEL NO. I. All that certain parcel of land situate on the South side of Elk River a short distance below the mouth of Falling Rock, in Big Sandy District of Kanawha County, West Virginia, which was conveyed by Falling Rock Cannel Coal Company, a corporation, to Elk Refining Company, a corporation, by deed dated December 14, 1920, of record in the office of the Clerk of the County Commission of Kanawha County, West Virginia in Deed Book 218 at page 151, which parcel of land is shown upon a map recorded with said deed and is in said deed more particularly bounded and described as follows, to-wit: BEGINNING on a Water Birch at Elk River marked "A" on the map, thence leaving the river S. 33° 30' E. passing England's store house at 63 feet in all 115 feet to a stake marked "L" on map and right of way of Baltimore & Ohio Railway and with same S. 40° 45' W. 53 feet to a stake marked "C" on map, thence S. 40° E. 297 feet crossing railroad tracks, passing beech stump with B. M. to an iron pin

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in ground 30 feet from Chestnut stump marked "D" on map, thence S. 41° 30' W. 800 feet to a stake and stone pile in Rucker Branch 210 feet from right of way of B. & O. Railway marked "E" on map, thence S. 50° W. 240 feet to a stake standing 194 feet from right of way of Baltimore & Ohio Railway marked "F" on map, thence N. 43° W. 62 feet to a stake standing 130 feet from right of way of Baltimore & Ohio Railway marked "G" on map, S. 53° W. 500 feet to a stake marked "H" on map, S. 45° W. 200 feet to a stake marked "I" on map, S. 50° W. 437 feet to a stake marked "J" on map, N. 22° W. 118 feet crossing Baltimore and Ohio Railway to a Beech stump original corner and marked "K" on map, thence up the said Elk River as it meanders N. 34° E. 510 feet to a sycamore 20 feet from water's edge marked "L" on map, thence N. 33° 30' E. 556 feet to a sycamore by the river marked "M" on map, thence N. 47° 15' E. 663 feet to a Beech passing Rucker branch at 246 feet marked "N" on map, thence N. 50° 30' E. 472 feet to place of beginning, marked "A" on map, containing 18.41 acres, more or less. Said parcel of real estate is a part of Lot 23 of the Werk and Curran Survey, and said map referred to is made a part of this deed.

PARCEL NO. II. All that certain parcel of land situate in Big Sandy District, Kanawha County, West Virginia, lying between Falling Rock Creek and Ruckers Branch and having a frontage on the Elk River, which was conveyed by Falling Rock Cannel Coal Company, a corporation, to Elk Refining Company, a corporation, by deed dated February 26, 1934, of record in the office of the Clerk of the County Commission of Kanawha County, West Virginia, in Deed Book 393 at page 42, which parcel of land is shown upon a map recorded with said deed and is bounded and described as follows, to-wit: BEGINNING at an iron pipe on the East bank of Elk River and at low water mark on said river, common corner of property owned by the Elk Refining Company, a corporation, and the property hereby conveyed; thence with lines of said Elk Refining Company S. 32° 41' E. 100 feet to an iron pipe in the west right-of-way line of the Baltimore & Ohio Railroa



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Company; thence with the west line of said right-of-way S. 40° 39' W. 58.5 feet to an iron pipe; thence crossing said right-of-way S. 47° 12' E. 289.82 feet to an iron pipe; thence S. 41° 15' W. 785.82 feet to an iron pipe in Ruckers Branch; thence leaving property of said Elk Refining Company S. 64° 56' E. 314.5 feet to an iron pipe between two white walnuts; thence S. 77° 32' E. 137.2 feet to an iron pipe; thence S. 41° 0' E. 432.0 feet to an iron pipe in Ruckers Branch, which is 12 feet from a double white walnut and 14 feet from an elm; thence N. 41° 15' E. 871.0 feet to an iron pipe in Falling Rock Creek; thence with Falling Rock Creek to its confluence with the Elk River by the following courses and distances: N. 23° 30' W. 538.6 feet to an iron pipe; thence N. 35° 0' W. 178.2 feet to an iron pipe; thence N. 11° 35' W. 210 feet to an iron pipe; thence N. 29° 50' E. 173 feet to an iron pipe [the preceding call was inadvertently omitted from said prior deed]; thence N. 29° 0' W. 186 feet to an iron pipe; thence N. 50° 30' W., crossing the County Road and the right-of-way of the Baltimore & Ohio Railroad Company, 210 feet to an iron pipe at the confluence of Falling Rock Creek and Elk River; thence down Elk River and binding upon low water mark thereof S. 37° 20' W. 384 feet to an iron pipe; thence S. 42° 45' W. 195.5 feet to an iron pipe; thence S. 44° 32' W. 129.6 feet to an iron pipe, the point and place of beginning, containing 24.59 acres, more or less.

For the same consideration aforesaid, the party of the first part does also hereby GRANT and CONVEY unto the party of the second part a third parcel of land, together with the improvements thereon and the appurtenances thereunto belonging, described as follows:

PARCEL NO. III. All that certain parcel of land situate on Elk River below Jordan's Creek in Big Sandy District, Kanawha County, West Virginia, bounded and described as follows: BEGINNING at a point in the east line of West Virginia-U.S. Route No. 119, at an iron pin; thence N. 51° 09' W. crossing said highway 1139.59 feet to a double black oak (one fallen); thence

S. 58° 55' W. 379.80 feet to a post, being a force corner; thence S. 52° 11' E. 1569.60 feet crossing said State highway to a mulberry on the bank of Elk River; thence N. 58° 33' E. 234.08 feet to a large wild cherry stump; thence N. 48° 06' E. 86.75 feet to an iron pipe and double water birch pointers; thence N. 49° 49' W. 392.48 feet to an iron pin in the east line of said State highway; thence with said east line of said State highway N. 39° 45' E. 13.00 feet to an iron pin, the place and point of beginning, said in some former deeds in the chain of title to contain 22-1/2 acres, more or less, but shown by a survey thereof made by Field Engineering Co., dated April 25, 1949, as containing a gross of 12.53 acres, and a net of 12.22 acres, after deducting from said parcel the 0.31 acre portion thereof which lies within the right-of-way for West Virginia-U. S. Route No. 119. Elk Refining Company, a corporation, acquired various interests in said PARCEL III by the following deeds to it:

1. The deed from George F. Bowen, guardian of Ola T. Bowen, an infant, dated April 7, 1928, of record in said Clerk's office in Deed Book 327 at page 111;
2. The deed from G. F. Bowen and Chloe Bowen, his wife, dated April 5, 1928, of record in said Clerk's office in Deed Book 327 at page 103;
3. The deed from M. E. Tinsley, widow, dated April 5, 1928, of record in said Clerk's office in Deed Book 327 at page 110;
4. The deed from F. W. Pierson and Jessie L. Pierson, his wife, dated February 11, 1935, of record in said Clerk's office in Deed Book 401 at page 197; and
5. The deed from The Farmers and Citizens State Bank, a corporation, dated March 21, 1935, of record in said Clerk's office in Deed Book 401 at page 57.

For the same consideration aforesaid, the party of the first part does also hereby GRANT and CONVEY unto the party of the second part the SURFACE ONLY of a fourth parcel of land, which surface parcel was conveyed to Elk Refining Company, a

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corporation, by Elmer Anderson and Ellen M. Anderson, his wife, by deed dated August 13, 1931, and of record in said Clerk's office in Deed Book 372 at page 20, and which surface parcel of land is described as follows:

PARCEL NO. IV. The SURFACE ONLY of all of that certain tract of land situate in Big Sandy District, Kanawha County, West Virginia, lying between Elk River and West Virginia-U.S. Route No. 119, bounded and described as follows: BEGINNING at a point in the northern side line of a tract containing twenty-four (24) acres, more or less, conveyed to D. M. Kennedy and wife and Milton R. Snyder and wife to J. D. Board, by deed dated April 19, 1905, and of record in the office of the Clerk of the County Commission of Kanawha County, West Virginia, in Deed Book 97 at page 145, which point is marked by an iron pin in the southern right-of-way line of said Route No. 119; thence with said first mentioned line S 48° 30' E. 335 feet to a stake on the north bank of Elk River, which stake is 6 feet in a northeasterly direction from a large birch marked as a pointer; thence, continuing with said last mentioned line, 15 feet, more or less, to the low water mark of Elk River; and thence down said river with the meanders thereof and binding thereon 970 feet, more or less, to a point opposite a large oak and beech on the bank of said river, which are marked as a corner and called for in the aforesaid deed of record in Deed Book 97 at page 145, the same being a corner to a tract formerly owned by J. D. Board; thence with the line of J. D. Board 25 feet, more or less, to said beech and oak pointers; thence continuing with the line of J. D. Board N. 61° 10' W. 22 feet to a stake in the south right-of-way line of said Route No. 119; thence with said south right-of-way line in a northeasterly direction and with a two degree and ten minute curve to the left 500 feet to the point of tangent on said right-of-way; thence with said south right-of-way line N. 32° 25' E. 406.9 feet to the place of beginning, containing 3.33 acres, more or less.

THERE IS EXCEPTED from said PARCEL NO. III a one-twelfth undivided interest in and to the oil and gas in and underlying said PARCEL NO. XII.

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The property herein conveyed as PARCEL NO. I is conveyed subject to all the rights and privileges reserved or granted to James F. Brown and others by a certain consent decree entered by the Circuit Court of Kanawha County, West Virginia, in the chancery cause of Falling Rock Cannel Coal Company v. James F. Brown, et al., on June 29, 1908, and of record in the office of the Clerk of the Circuit Court of Kanawha County in Chancery Order Book No. 31 at page 214.

There is excepted from said PARCELS NOS. I and II, and this conveyance is made subject to, the property and rights conveyed by Falling Rock Cannel Coal Company, a corporation, to the Charleston, Clendenin and Sutton Railroad Company by deed dated August 18, 1893, and of record in said County Clerk's office in Deed Book 1 at page 171; provided, however, that the party of the first part does hereby REMISE, RELEASE and FOREVER QUITCLAIM unto the party of the second part, without warranty of title, all of its right, title and interest in and to the property and rights conveyed by that deed, and in and to any possibility of reverter reserved by the grantor in that deed.

Said PARCEL NO. II is conveyed subject to all of the other easements, rights of way and agreements reserved, excepted or referred to in the deed from Falling Rock Cannel Coal Company, a corporation, to Elk Refining Company, a corporation, dated February 26, 1934, and of record in said County Clerk's office in Deed Book 393 at page 42.

This conveyance is also made and accepted subject to all other reservations, easements, rights of way, leases and other agreements affecting the property herein conveyed and which are duly of record in said County Clerk's office or which would be shown by an accurate survey and inspection of the property herein conveyed.

The said Elk Refining Company, a West Virginia corporation, was merged with and into Pennzoil United, Inc., a Delaware corporation, in December, 1969. By confirmatory deed dated January 3, 1970, and of record in said County Clerk's office in

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Deed Book 1576 at page 141, Elk Refining Company, conveyed all of its property to the said Pennzoil United, Inc., a Delaware corporation. In June, 1972, Pennzoil United, Inc. changed its name to its present name of Pennzoil Company.

Said PARCELS NOS. I and II are conveyed FOR SO LONG AS, and ONLY FOR SO LONG AS, no part of either PARCEL NO. I or PARCEL NO. II is used for residential, agricultural, health care, educational, religious, outdoor recreational, or for purposes of either long-term or transient occupation by individuals in a hotel, motel, trailer park, recreational vehicle camp ground. If at any time any part of either PARCEL NO. I or PARCEL NO. II is used for residential, health care, educational, religious, outdoor recreational, or for purposes of either long-term or transient occupation by individuals in a hotel, motel, trailer park, recreational vehicle camp ground, both PARCEL NO. I and PARCEL NO. II shall revert to the party of the first part, and all right, title and interest of the party of the second part shall cease and determine, and the party of the first part shall have the right to re-enter and be seized and possessed of its former estate.

Pursuant to the provisions of W. Va. Code § 20-5E-20, the party of the first part does hereby disclose to the party of the second part that the land herein conveyed has been used, since 1904, as the site for a petroleum refinery, during which time there were numerous unavoidable small spillages of liquid hydrocarbons and other chemicals, and during which time said land was or may have been used for the purpose of storage, treatment or disposal of "hazardous waste," as that phrase is defined in Article 5E of Chapter 20 of the West Virginia Code and in the regulations adopted thereunder.

By the acceptance of this deed, as evidenced by its signature hereto, the party of the second part does hereby covenant for itself, its successors and assigns, that it will not use nor permit to be used as a hydrocarbon processing facility the

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property herein conveyed, which restriction shall be a covenant running with the land which shall be binding upon the party of the first part, its successors and assigns, and which may be specifically enforced by the party of the first part, its successors and assigns.

Subject to all of the foregoing, and subject further to the lien for any unpaid real property taxes for the years 1983 and 1984, which tax are to be prorated between the parties hereto and assumed and paid when due by the party of the second part, the party of the first part does hereby covenant that it will WARRANT GENERALLY the title to the four parcels of land hereinbefore described and conveyed.

For the same consideration aforesaid, the party of the first part does also GRANT and CONVEY unto the party of the second part all right, title and interest, if any, of the party of the first part in and to (a) any land lying in, on or under any street, road, or avenue, open or proposed, in front of or adjoining any of the four parcels of land hereinbefore described and conveyed, and (b) any rights of way, easements, appurtenances, alleys, gores and strips of land adjoining or appurtenant to, and which are now used in connection with, any of the four parcels of land hereinbefore described and conveyed.

The parties hereto do hereby declare that the total consideration paid for the property herein conveyed is \$310,000.00.

IN WITNESS WHEREOF, the said Pennzoil Company, a Delaware corporation, and Par Industrial Corporation, a West Virginia corporation, have caused their names to be hereto signed and their corporate seals to be hereunto affixed by their respective proper officers, thereunto duly authorized.

PENNZOIL COMPANY

By David D. Kerr President

(Corporate Seal)

PAR INDUSTRIAL CORPORATION

By Joseph Rappetto President

(Corporate Seal)

This deed was prepared by...

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THE STATE OF TEXAS §  
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me  
this 2nd day of December, 1983, by Baine P. Kerr,  
the President of PENNZOIL COMPANY, a Delaware corporation, on  
behalf of the corporation, as witnesseth my hand and official  
seal.

My commission expires: JUDY LANE  
Notary Public in Harris County for the State of Texas  
My Commission Expires July 27, 1985

(Notary Seal)

Judy Lane  
Notary Public

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me  
this 5th day of December, 1983, by Joseph Repetto,  
the President of PAR INDUSTRIAL CORPORATION, a West Virginia  
corporation, on behalf of the corporation, as witnesseth my  
hand and official seal.

My commission expires: JUDY LANE  
Notary Public in Harris County for the State of Texas  
My Commission Expires July 27, 1985

(Notary Seal)

Judy Lane  
Notary Public



STATE OF WEST VIRGINIA  
DEPARTMENT OF NATURAL RESOURCES  
CHARLESTON 25305

RECEIVED

JAN 6 1984

INDUSTRIAL WASTE CONTROL  
DIVISION OF WATER RESOURCES

JOHN D. ROCKEFELLER IV  
Governor

DAVID C. CALLAGHAN  
Director

WILLIS M. HERTIG, JR.  
Deputy Director

Date:

To: State Department of Natural Resources  
Division of Water Resources  
1201 Greenbrier Street  
Charleston, West Virginia 25311

This is to notify you that by deed dated the 5<sup>th</sup> day of  
December, 1983, of record in the office of the Clerk of the County  
Court of Kanawha County, West Virginia, in Deed Book 2050, at  
page 750, the undersigned has purchased the following described property:

As per attached General Warranty Deed  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is requested that Water Pollution Control Permit No. INL-6291-PA issued  
on the 27<sup>th</sup> day of December, 1982, be transferred to the undersigned.

The above described property is to be operated as the Pac Industrial  
Corporation / Falling Rock (Name of Facility)  
and there will be full compliance with the terms and conditions of such permit, with  
the plans and specifications submitted with the application for such permit and with



Transfer Form- page 2

the plan of maintenance and method of the activity submitted on or with such application.

By: *John G. [Signature]*  
 (Title) President  
Pae Industrial Corporation  
 (Company)  
P.O. Box 61 - Plant Road  
 (P.O. Address)  
Niagara, West Virginia 25143



PROFESSIONAL ENGINEER REGISTERED IN THE FOLLOWING STATES: VIRGINIA, GEORGIA, SOUTH CAROLINA, NORTH CAROLINA, MISSISSIPPI, ALABAMA, ARIZONA, CALIFORNIA, ILLINOIS, INDIANA, KENTUCKY, MISSOURI, OHIO, PENNSYLVANIA, TENNESSEE, TEXAS, VIRGINIA, WEST VIRGINIA, WISCONSIN, AND WYOMING. ALL RIGHTS RESERVED. NO PART OF THIS PUBLICATION MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM RANDOLPH ENGINEERING, P.C.

NO.	STATION	BENCHMARK	ELEVATION
1	1+00	BM 1	100.00
2	2+00	BM 2	100.00
3	3+00	BM 3	100.00
4	4+00	BM 4	100.00
5	5+00	BM 5	100.00
6	6+00	BM 6	100.00
7	7+00	BM 7	100.00
8	8+00	BM 8	100.00
9	9+00	BM 9	100.00
10	10+00	BM 10	100.00
11	11+00	BM 11	100.00
12	12+00	BM 12	100.00
13	13+00	BM 13	100.00
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15	15+00	BM 15	100.00
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33	33+00	BM 33	100.00
34	34+00	BM 34	100.00
35	35+00	BM 35	100.00
36	36+00	BM 36	100.00
37	37+00	BM 37	100.00
38	38+00	BM 38	100.00
39	39+00	BM 39	100.00
40	40+00	BM 40	100.00
41	41+00	BM 41	100.00
42	42+00	BM 42	100.00
43	43+00	BM 43	100.00
44	44+00	BM 44	100.00
45	45+00	BM 45	100.00
46	46+00	BM 46	100.00
47	47+00	BM 47	100.00
48	48+00	BM 48	100.00
49	49+00	BM 49	100.00
50	50+00	BM 50	100.00

NO.	STATION	BENCHMARK	ELEVATION	DESCRIPTION
1	1+00	BM 1	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
2	2+00	BM 2	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
3	3+00	BM 3	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
4	4+00	BM 4	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
5	5+00	BM 5	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
6	6+00	BM 6	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
7	7+00	BM 7	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
8	8+00	BM 8	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
9	9+00	BM 9	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
10	10+00	BM 10	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
11	11+00	BM 11	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
12	12+00	BM 12	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
13	13+00	BM 13	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
14	14+00	BM 14	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
15	15+00	BM 15	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
16	16+00	BM 16	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
17	17+00	BM 17	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
18	18+00	BM 18	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
19	19+00	BM 19	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
20	20+00	BM 20	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
21	21+00	BM 21	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
22	22+00	BM 22	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
23	23+00	BM 23	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
24	24+00	BM 24	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
25	25+00	BM 25	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
26	26+00	BM 26	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
27	27+00	BM 27	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
28	28+00	BM 28	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
29	29+00	BM 29	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
30	30+00	BM 30	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
31	31+00	BM 31	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
32	32+00	BM 32	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
33	33+00	BM 33	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
34	34+00	BM 34	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
35	35+00	BM 35	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
36	36+00	BM 36	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
37	37+00	BM 37	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
38	38+00	BM 38	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
39	39+00	BM 39	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
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49	49+00	BM 49	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET
50	50+00	BM 50	100.00	CONCRETE PIER FOUNDATION FOR SIGN CASE SET

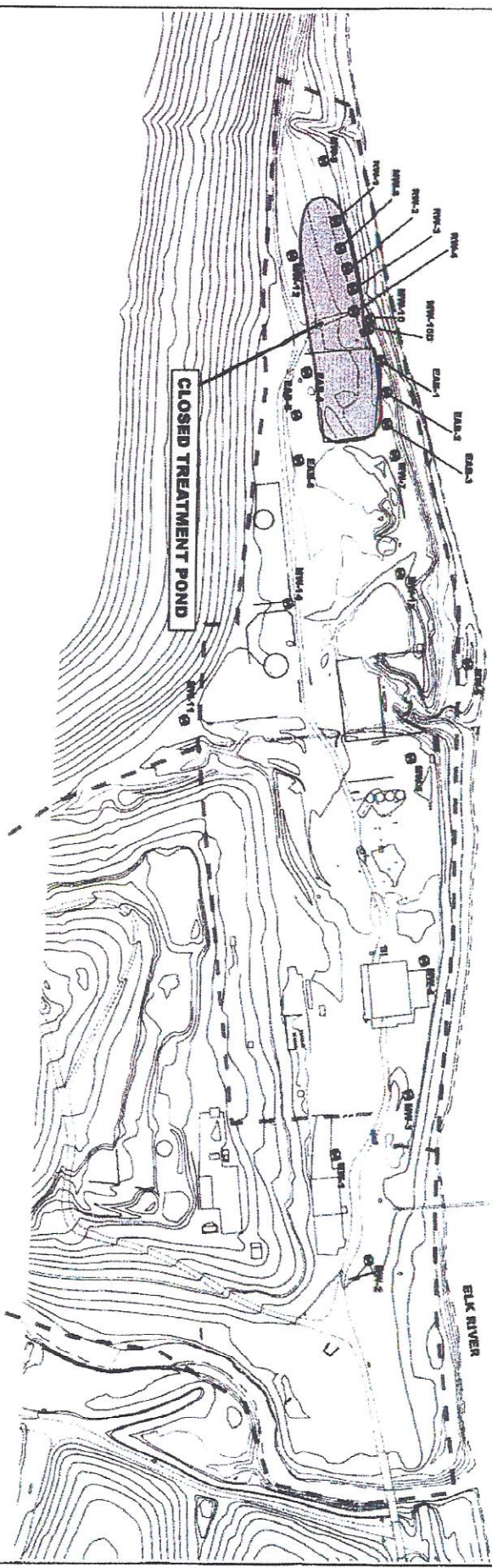
COORDINATES UPDATED 1/11/12  
WEST VIRGINIA STATE PLANE, NAD83, COORDINATES EXPRESSED IN FEET



TOPOGRAPHIC SURVEY

<p><b>RANDOLPH ENGINEERING</b> 1114 LEAVY VALLEY ROAD SCOTT DEPOT WV 26030-0104 OFFICE 304-787-0217 FAX 304-787-4328</p>	<p>TOPOGRAPHIC SURVEY OF THE OLD ELK REFINERY SITE</p> <p>1 FALLING ROCK, BIG SANDY DISTRICT KANAWHA COUNTY, WEST VIRGINIA</p>	<p>DATE: 11/11/12</p> <p>SCALE: AS SHOWN</p>
	<p>PROJECT NO: 12-000000</p> <p>DATE: 11/11/12</p>	<p>DATE: 11/11/12</p> <p>SCALE: AS SHOWN</p>

EXHIBIT 1: FORMER ELK REFINERY LAND USE COVENANT



**LEGEND**

- ⊕ - Monitoring Well
- - - Property Boundary
- - - Existing Roadway



**MALCOLM  
PIRNIE**

**Former Elk Refinery  
Falling Rock, WV**

**APPROXIMATE LOCATION OF CLOSED TREATMENT POND**

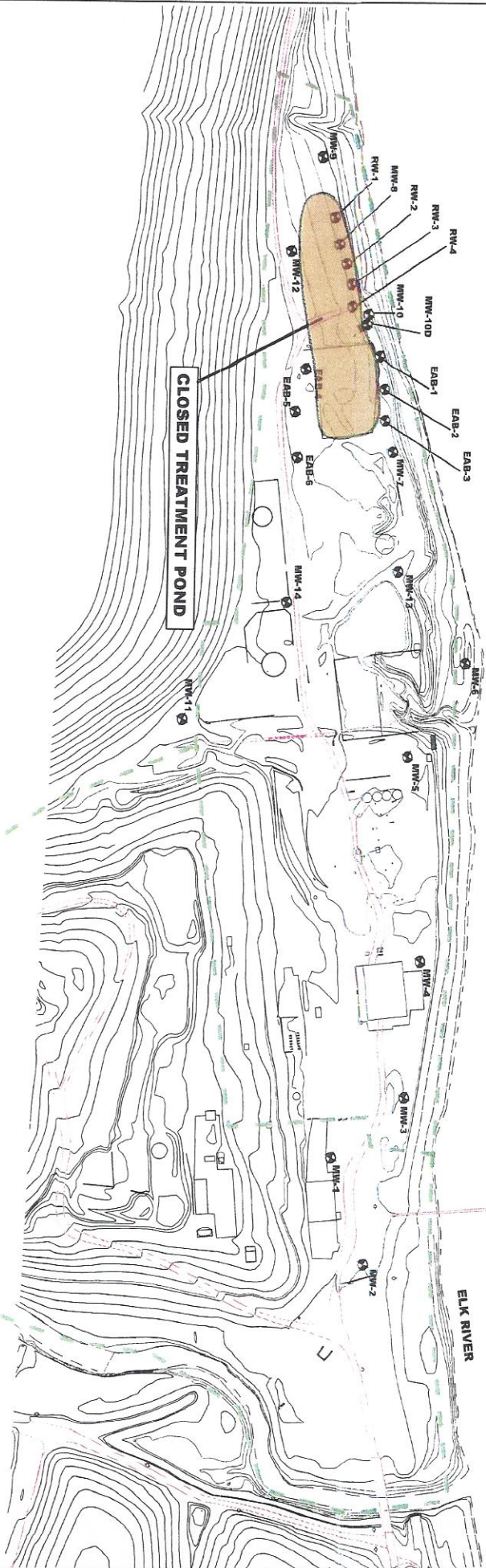
Malcolm Pirnie Inc.

EXHIBIT 1: Former Elk Refinery Land Use Covenant





DRAFT



CLOSED TREATMENT POND

**LEGEND**

- Monitoring Well
- Property Boundary
- Existing Roadway



**MALCOLM  
PIRNIE**

**Former Elk Refinery  
Falling Rock, WV**

**APPROXIMATE LOCATION OF CLOSED TREATMENT POND**

Malcolm Pirnie Inc.  
**FIGURE X**