

This conveyance is made by Grantor and accepted by Grantee subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights of way and easements of record, including the building and zoning ordinances, all laws, regulations and restrictions by municipal or other governmental authority applicable to and enforceable against the above described premises.

Provided, however, that the above described land, either by itself or in conjunction with other property, shall not be used for the maintenance or operation of an automotive service station or a bulk service station for the sale or storage of petroleum or other automotive products normally associated with such stations for a period of five (5) years from the effective date hereof which shall constitute a covenant running with the land for the benefit of Grantor, its successors and assigns, and is binding upon Grantee, its successors and assigns, during the term thereof.

Ad valorem taxes and special assessments, if any, against the property herein conveyed for the current year shall be prorated between Grantor and Grantee as of the effective date hereof, and Grantee hereby assumes and agrees to pay same.

TO HAVE AND TO HOLD the above described land, together with the appurtenances, estate, title and interest thereto, unto the said Grantee, its successors and assigns, forever, subject to the provisions hereof, and in lieu of all other warranties, express or implied, Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend the title to said premises unto the said Grantee, its successors and assigns.