

TO HAVE AND TO HOLD the premises described above unto GRANTEE, his heirs and assigns forever, together with all improvements thereon, and all easements and appurtenances thereunto pertaining.

This conveyance is made subject to all parties in possession, all applicable zoning laws, ordinances, regulations and restrictions, and to all easements, rights of way, exceptions, reservations, restrictions and conditions contained in prior instruments of record in the chain of title to the premises described above.

ASHLAND hereby covenants with GRANTEE to warrant and defend title to the property described above against the lawful claims and demands of all persons claiming by, through or under ASHLAND and no others; provided, however, that damages for the breach of this covenant shall not exceed \$20,000.00.

By his acceptance of this deed, GRANTEE, for himself, his heirs, successors, administrators, executors, and assigns, covenants with ASHLAND that the property described above shall not be used for the storage, sale or distribution of petroleum or petroleum products for a period of twenty-five (25) years from the date hereof. This covenant shall be a covenant running with the land and be binding on GRANTEE, his heirs, successors, administrators, executors, and assigns.

ASHLAND hereby reserves a perpetual easement and right-of-way across the property conveyed hereby for operation, maintenance, and repair of any and all existing sewer lines, water lines, telephone lines, electric transmission line, and any other utilities currently serving property adjacent to the property conveyed hereby which property is leased by ASHLAND.

By his acceptance of this deed, GRANTEE, for himself, his heirs, successors, administrators, executors, and assigns covenants not to grow

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