

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 \$40,000.00.

By his acceptance of this deed, GRANTEE, for itself, its successors, 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, its successors, 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 itself, its successors and assigns covenants not to grow or permit to be grown, any plants, trees, shrubs, or any other vegetation of any kind to a height of four (4) feet or more; and GRANTEE, for itself, its successors, and assigns covenants not to erect, or permit to be erected any structure of any kind to a height of four (4) feet or more within an area forty (40) feet wide westerly