

together with all rights, privileges and appurtenances thereto and all buildings and land improvements thereon; subject to all easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show:

TO HAVE AND TO HOLD the same unto Grantee and Grantee's successors and assigns forever.

As part of the consideration of this conveyance, Grantee covenants that: (a) there shall not be stored, sold or distributed on or from the premises hereby conveyed, for a period of Twenty-Five (25) years after the date of this conveyance, any petroleum products whatsoever other than petroleum products manufactured or sold by Grantor; and (b) no structure shall be erected or placed on the premises hereby conveyed within sixty-five feet of the property line of said premises along Roper Mountain Road (Road 183) nor within fifty feet of the property line of said premises along Frontage Road. Grantor's waiver of any breach of either of these covenants shall not constitute a waiver of either of these covenants or of any subsequent breach thereof. These covenants shall run with the land and shall bind and inure to the benefit of Grantee's heirs, administrators, executors, successors and assigns, and Grantor's successors and assigns. Provided further that in any event such covenants shall be binding on Grantee only so long as Grantor retains possession, either in fee or by lease of the premises situated immediately adjacent to the above described premises on the south.

Grantor covenants with Grantee that, subject to the foregoing and to the lien of taxes and assessments, general and special, for the year 1966 and subsequent years, Grantor will warrant and defend the title to said premises against the lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its Vice President and its seal to be attached hereto and attested by its Assistant Secretary, on the date first herein written.

Signed, Sealed and Delivered
in the Presence of:

B. L. Smith

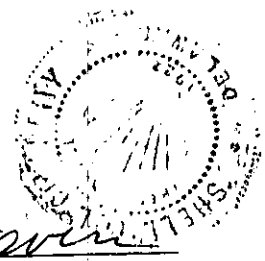
O. T. Schommaker

SHELL OIL COMPANY

By C. L. Tower
Vice President

ATTEST:

R. J. Webster
Assistant Secretary



(Continued on next page)