

Grantees acknowledges that tanks and piping used for the storage and dispensing of motor fuels and waste oil may be buried under the property. Grantor makes no warranty or representation that such tanks, if they are present, are fit for a particular use or any use whatever, or that they are free of hazardous substances, and Grantees accepts the piping and each such tank "as is." Grantees shall bear all risks and perform all duties arising from the condition of the property, including the condition of any tanks or piping, and Grantees forever shall indemnify Grantor for and hold Grantor harmless from whatever losses, liabilities, penalties, claims, costs and expenses may be incurred or defended against by Grantor or Grantees or Grantees' heirs, successors and assigns, in connection with such condition; Grantor may enforce the provisions of this sentence even if Grantor's negligence caused the particular condition involved, unless the law forbids enforcement.

And Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend the title to the property unto Grantees, their heirs, successors and assigns, against itself and its successors and assigns and against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor.

WITNESS its hand and seal this 20th day of December, 1983.

WE ATTEST:

TEXACO INC.

Betty J. Marshall

By

R. R. Dickinson
R. R. Dickinson
Vice President

Michael W. Soula

Countersign

William L. Soula
W. L. Soula
Assistant Secretary

[SEAL]