

GeoInsight, Inc.
5400 Limestone Road
Wilmington, DE 19808
Accountsreceivable@verdantas.com
Wilmington, DE 19808



Getty Properties Corp.
292 Madison Avenue, 9th Floor
New York, NY 10017-6318

May 11, 2023
Project No: GEO.0003791000
Invoice Number 2682

GEO.0003791000 587 Lafayette Rd., Seabrook, NH NHDES #199106013 Getty #55268, AFE
29843110-GMP Monitoring

Project activities during this billing period included:

- performing the April 2023 GMP monitoring event;
- subcontracted laboratory analytical charges; and
- preparing and electronically submitting an April 2023 Data Transmittal letter report to the NHDES.

Work was performed in accordance with a Work Scope Authorization dated October 25, 2018 (Task 2). These charges are expected to be reimbursable through the Oil Discharge and Disposal Cleanup Fund (ODDCF). Pursuant to our contract, GeoInsight will request reimbursement of these costs directly from the ODDCF. This invoice has been provided for your records and you do not need to forward payment at this time.

For Professional Services Rendered Through: April 28, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Staff Level I	7.75	89.00	689.75	
Technical Typist	1.00	65.00	65.00	
Project Staff Level V	3.00	134.00	402.00	
Principal	1.00	196.00	196.00	
Totals	12.75		1,352.75	
Total Labor				1,352.75

Consultants

Laboratory services	414.00	
Total Consultants	414.00	414.00

Reimbursable Expenses

Travel and/or tolls	58.95	
Total Reimbursables	58.95	58.95

Unit Billing

Bailers - Disposable 2"		
WL Meter		44.00

Invoice Amount **\$1,869.70**

Project	GEO.0003791000	GMP Monitoring	Invoice	2682
---------	----------------	----------------	---------	------

Billing Backup

Tuesday, June 6, 2023

Invoice 2682 Dated 5/11/2023

11:44:01 AM

Project GEO.0003791000 587 Lafayette Rd., Seabrook, NH NHDES #199106013 Getty #55268, AFE
29843110-GMP Monitoring

Professional Personnel

			Hours	Rate	Amount	
Project Staff Level I						
MacPhee, Taylor	4/17/2023		.25	89.00	22.25	
	QA/QC elevation table + update VOC table					
Ouellette, Benjamin	4/5/2023		7.50	89.00	667.50	
	drive to site, sampling, drive back to office, uploading field notes and updating groundwater elevation table					
Technical Typist						
Mudd, Michelle	4/20/2023		1.00	65.00	65.00	
	Edits to/Finalize/Upload April 2023 DT - BDK					
Project Staff Level V						
Blackwell, James	12/1/2022		.25	134.00	33.50	
	bgt mgt					
Blackwell, James	3/13/2023		.25	134.00	33.50	
	PM permit review, sch GWS					
Blackwell, James	3/16/2023		.50	134.00	67.00	
	Field work req, bottle order					
Blackwell, James	4/18/2023		2.00	134.00	268.00	
	April DT					
Principal						
Kiesel, Brian	4/18/2023		1.00	196.00	196.00	
	DT rev					
Totals			12.75		1,352.75	
Total Labor						1,352.75

Consultants

Laboratory services						
AP 327032	4/18/2023	ABSOLUTE RESOURCE ASSOCIATES LLC / ANALYTICAL / Invoice: 166988, 4/14/2023			414.00	
Total Consultants					414.00	414.00

Reimbursable Expenses

Travel and/or tolls						
EX 0028599	4/5/2023	Ouellette, Benjamin / drive to Seabrook for GWS / 90.00 miles @ 0.655			58.95	
Total Reimbursables					58.95	58.95

Unit Billing

Bailers - Disposable 2"			2.0 each @ 13.00		26.00	
WL Meter			1.0 day @ 18.00		18.00	
						44.00
Project Total						\$1,869.70
Total this Report						\$1,869.70

124 Heritage Ave Unit 16
Portsmouth, NH 03801
(603) 436-2001

Date	Invoice #
4/14/2023	166988
Terms	
Net 30	

GeoInsight, Inc.
186 Granite Street
3rd Floor, Suite A
Manchester, NH 03103

ARA Project #	P.O. No.	Project Manager	Project Name
64983	3791	James Blackwell	3791 Getty Seabrook

Quantity	Description	Rate	Amount
3	VOCs in water by 8260 Petro & Haz Waste	120.00	360.00

\$360.00

5 WORK SCOPE AUTHORIZATION - Odb 407.01

Use this form (s) to obtain pre-approval from NHDES for performing corrective action at sites eligible for the Petroleum Reimbursement Funds under RSA 146-D, E, F or G. Contact NHDES for guidance on use of this form and the need for additional documentation to describe the proposed work, particularly for RSA 146-G work.



NOTE: You must receive prior approval even if private insurance is initially funding the work. Approval of a work scope by NHDES is not an authorization for reimbursement under Odb 404.03.

****REIMBURSEMENT CANNOT BE AUTHORIZED IF A COMPLETE ESTIMATE IS NOT PRE-APPROVED BY NHDES****

Facility Name: Former Getty Green Valley 55268 Location Address: 587 Lafayette Road Location Town: Seabrook Facility Owner: Getty Properties Corp Dates of Work: TBD	NHDES No.: 199106013 UST/AST Fac. ID#: 0111950 Project Type: LUST 2990 Project Phase: GMP Consultant: Geolnsight
--	---

Task 1.0 Summary: Preparation and submittal of a work scope authorization for the GMP monitoring activities in accordance with the 2018 Groundwater Management Permit (GMP) issued on September 28, 2018. Record three Discharge and Release of Notice of Deed Restriction and upload.

Description	Unit Basis (1)	Rate (1)	# Units	Estimated Cost
Senior Hydro/Eng	Hr	\$165.00	2	\$330.00
Project Geologist/PS-4	Hr	\$126.00	6	\$756.00
Admin	Hr	\$68.00	3	\$204.00
Recording fees	Ea	\$12.00	3	\$36.00
Task total:				\$1,326.00

Task 2.0 Summary: Perform the April ~~(2019, 2020, 2021,~~ 2022, and 2023) GMP events (5 GMP wells). Prepare and electronically submit the April Data Transmittal Letter to the NHDES.

Description	Unit Basis (1)	Rate (1)	# Units	Estimated Cost
Senior Hydro/Eng	Hr	\$165.00	1.5	\$247.50
Project Geologist/PS-4	Hr	\$126.00	4	\$504.00
Sr. Technical/PS-2	Hr	\$107.00	9	\$963.00
CADD	Hr	\$104.00	0.5	\$52.00
Admin	Hr	\$68.00	2	\$136.00
Bailers	Ea	\$13.80	5	\$69.00
Water Level Meter	Day	\$17.25	1	\$17.25
Misc Field Supplies	Day	\$28.75	1	\$28.75
Truck	Half-Day	\$73.27	2	\$146.54
Task total (per event; 5 total):				\$2,164.04

2019, 2021,

Task Total ~~\$10,020.20~~
\$6,492.12

Task 3.0 Summary: Perform the October (2020, and 2022) GMP events (3 GMP wells). Prepare and electronically submit the October Data Transmittal Letter to the NHDES. Oct 2018 previously approved.

Description	Unit Basis (1)	Rate (1)	# Units	Estimated Cost
Senior Hydro/Eng	Hr	\$165.00	1.5	\$247.50
Project Geologist/PS-4	Hr	\$126.00	4	\$504.00
Sr. Technical/PS-2	Hr	\$107.00	8	\$856.00
CADD	Hr	\$104.00	0.5	\$52.00
Admin	Hr	\$68.00	2	\$136.00
Bailers	Ea	\$13.80	3	\$41.40
Water Level Meter	Day	\$17.25	1	\$17.25
Misc Field Supplies	Day	\$28.75	1	\$28.75
Truck	Half-Day	\$73.27	2	\$146.54
Task total (per event; 2 total):				\$2,029.44

4

Task Total ~~\$4,058.88~~
\$8117.76

Task 4.0 Summary: Perform the ~~October~~ ^{April} 2019 and 2021 GMP events (~~3~~ ⁵ GMP wells). Results from the sampling event will be included in the Periodic Summary Reports due in ~~December~~ ^{June} 2019 and 2021 (Task 5).

Description	Unit Basis (1)	Rate (1)	# Units		Estimated Cost
Senior Hydro/Eng	Hr	\$165.00	0.5		\$82.50
Project Geologist/PS-4	Hr	\$126.00	1		\$126.00
Sr. Technical/PS-2	Hr	\$107.00	8		\$856.00
Bailers	Ea	\$13.80	3 ⁵		\$41.40
Water Level Meter	Day	\$17.25	1		\$17.25
Misc Field Supplies	Day	\$28.75	1		\$28.75
Truck	Half-Day	\$73.27	2		\$146.54
Task total (per event; 2 total):					\$1,298.44

Task Total ~~\$2,596.88~~ ^{\$2,652.08}

Task 5.0 Summary: Prepare and electronically submit a Periodic Summary Report in June 2019 and 2021. Including updated GMZ potential receptor information.

Description	Unit Basis (1)	Rate (1)	# Units		Estimated Cost
Senior Hydro/Eng	Hr	\$165.00	3.5		\$577.50
Project Geologist/PS-4	Hr	\$126.00	12		\$1,512.00
CADD	Hr	\$107.00	4		\$428.00
Admin	Hr	\$68.00	4		\$272.00
Task total (each; 2 total):					\$2,789.50

Task Total \$5,579.00

Task Summary: Laboratory Analysis

DES Approved 24 HR Turnaround?					
Description	Unit Basis (1)	Rate (1)	# Units	Y/N	Estimated Cost
USEPA Method 8260B (Full List) includes 15% markup & trip blank	Each	\$138.00	3 ⁴	N	\$414.00 ^{\$552.00}
USEPA Method 8260B (Full List) includes 15% markup	Each	\$138.00	5	N	\$690.00
Task total:					\$5,658.00
Total All Services 2018 (WSA + Deed):					\$1,326.00
Total All Services 2019:					\$7,355.98
Total All Services 2020:					\$5,297.48
Total All Services 2021:					\$7,355.98
Total All Services 2022:					\$5,297.48
Total All Services 2023 (April only):					\$2,854.04
Total All Services:					\$29,486.96 ^{\$30,038.96}

\$29,824.96

Owner's Representative: Pete Fink 10/24/2018

NHDES Approval: Stan Bonis Stan Bonis 25 October 2018

(1) Refer to Section VI of the Guidance Manual for information on applicable unit-based costs and rates. Current rates are published on the ORCB web page in advance of Manual updates.

A report documenting the approved work must be provided to NHDES by: per the GMP

Please note the New Hampshire Insurance Department Bulletin regarding strict liability and private insurance coverage: http://www.nh.gov/insurance/media/bulletins/2011/documents/ins_11_009_ab.pdf

Revised WSA approved 1-3-2022 to correct original - Stan Bonis

Stan Bonis



GeoInsight®

Environmental Strategy & Engineering
Practical in Nature

May 18, 2012

Kevin C. Shea
Getty Properties Corp.
125 Jericho Turnpike
Jericho, New York 11753

Re: Environmental Services Applicant Contract Addendum
Getty Properties Corp. Facilities in New Hampshire

Dear Mr. Shea:

Entered into on June 24, 2012 KCS
GeoInsight, Inc. (GeoInsight) is providing this Contract Addendum to previously agreed to Applicant Contract terms to perform environmental services at Getty Properties Corp. (Getty) facilities located New Hampshire. A list of the Getty facilities to which this Applicant Contract applies, including those recently transitioned to GeoInsight (Getty Hampton #55241, Getty Concord #55208, Getty Exeter #55254, Getty Manchester #55201, Getty Plaistow #55234 and Getty Seabrook #55252) is included as Attachment A.

Based upon preliminary discussions with the NHDES Petroleum Fund manager, it is our understanding that these projects are either currently eligible for reimbursement from the Fund or have the potential to obtain eligibility pending submittal of specific documentation from Getty.

GeoInsight is willing to act as "the Fund applicant" through the New Hampshire Department of Environmental Services (NHDES) fund reimbursement process and to act on Getty's behalf as the primary source of contact with the NHDES for these sites. As applicant, GeoInsight will receive payment directly from the Fund. GeoInsight will provide investigative and remedial services that are to be pre-approved by the NHDES provided that the following conditions are met:

- you agree to be responsible for costs associated with non-reimbursable tasks that are authorized by Getty;
- you agree to assist with gathering and providing requested eligibility information (notably indemnification agreements with the current facility owner) as expeditiously as possible; and
- this contract is signed and dated by you before work is initiated.

SCOPE OF WORK AND COSTS

GeoInsight will perform investigative activities in accordance with work scopes and budgets pre-approved by the NHDES. Pre-approval is required for reimbursement from the Fund. GeoInsight will act as the applicant and will submit appropriate claims and paperwork to the NHDES for reimbursement, as authorized by Section 406.03 of the Fund rules. ***In accordance with these rules, GeoInsight agrees to waive all claims against you for payment of services performed within***

GeoInsight, Inc.
180 Granite Street, 3rd Floor, Suite A
Manchester, NH 03101-2693
Tel: (603) 314-0520
Fax: (603) 314-0521
www.geoinsightinc.com

GeoInsight, Inc.
One Monarch Drive, Suite 201
Lancaster, MA 01460-1440
Tel: (978) 679-1000
Fax: (978) 679-1601
www.geoinsightinc.com

GeoInsight, Inc.
200 Canal Street, 2nd Floor
Middleton, CT 06457-1341
Tel: (860) 896-0222
Fax: (860) 896-0223
www.geoinsightinc.com



the limits of this contract. GeoInsight will also obtain waivers of claims against you and the Fund from all subcontractors. As the NHDES can only reimburse eligible owners for expenses incurred subsequent to completed corrective actions, invoices will be generated in Getty's name; however, you will not be required to forward payment to us.

LIMITATIONS


GeoInsight will be performing environmental services on your behalf. In no way shall GeoInsight be considered the generator of petroleum or other wastes that may be encountered on your properties.

ACCEPTANCE

This letter, the previously agreed upon Standard Terms and Conditions and current Fee Schedule describe the consultant services and are referred to as the Contract. Please sign and return one copy of this Contract Addendum. GeoInsight cannot proceed with these projects until we receive an executed contract addendum. Please retain copies of all documents for your files.

GeoInsight appreciates the opportunity to assist you and your continued support. If you have questions regarding this information, please call me at (603) 314-0820.

Sincerely,
GEOINSIGHT, INC.


Brian D. Kisiel, P.G.
President

Enclosures

U:\BID\Kisiel\Proposals\Getty\Getty Applicant Contract Addendum 05_17_2012.docx

CONTRACT FOR ENVIRONMENTAL SERVICES - ADDENDUM VARIOUS FACILITIES IN NEW HAMPSHIRE

Getty Properties Corp.
125 Jericho Turnpike
Jericho, New York

AUTHORIZATION:

Signature: _____

Date: _____

May 18, 2012
GeoInsight, Inc.

Page 2



ATTACHMENT A

GETTY PROPERTIES CORP. FACILITIES IN NEW HAMPSHIRE

Facility #55201	1467 Elm Street, Manchester, NH
Facility #55208	242 N. Main Street, Concord, NH
Facility #55211	Danforth Circle, Derry, NH
Facility #55234	70 Plaistow Road, Plaistow, NH
Facility #55237	164 Main Street, Salem, NH
Facility #55241	747 Lafayette Road, Hampton, NH
Facility #55242	41 Webster Street, Manchester, NH
Facility #55243	518 Maple Street, Manchester, NH KCS
Facility #55244	605 DW Highway, Merrimack NH
Facility #55246	125 Bridge Street, Pelham, NH
Facility #55247	219 Pembroke Road, Pembroke, NH
Facility #55249	Ten Rod Road, Rochester, NH
Facility #55250	74 Hancock Street, Rochester, NH
Facility #55252	663 Lafayette Road, Seabrook, NH
Facility #55253	463 High Street, Somersworth, NH
Facility #55254	108 Portsmouth Avenue, Exeter, NH
Facility #55257	Route 125, Epping, NH
Facility #55258	Epsom Circle, Epsom, NH
Facility #55259	14 Court Street, Exeter, NH
Facility #55260	777 Lafayette Road, Hampton, NH
Facility #55261	4 Amherst Street, Milford, NH

Facility #55264	361 Islington Street, Portsmouth, NH
Facility #55266	190 Milton Road, Rochester, NH
Facility #55267	223 South Broadway, Salem, NH
Facility #55268	587 Lafayette Road, Seabrook, NH
Facility #95534	27 Bisson Avenue, Laconia, NH



CONTRACT OF SALE

#55264

This CONTRACT OF SALE (the "Contract") is made as of the day of August, 2012, between **LEEMILT'S PETROLEUM, INC.**, a New York corporation, having a place of business at 125 Jericho Turnpike, Suite 103, Jericho, New York 11753 ("**Seller**"), who agrees to sell, and Michael Labrie and/or Assigns, a

with an address at PO Box 4980 Portsmouth, NH 03802 ("**Purchaser**"), who agrees to buy:

Premises. The property, including all buildings and improvements thereon (the "**Premises**"), more fully described on a separate page marked **Schedule A**, and also known as:

Street Address: 361 Islington Road
Portsmouth, NH

Tax Map Designation: May 144, Lot 23

Together with Seller's interest, if any, in streets in front of or adjoining the Premises to the center line thereof.

Personal Property. The sale also includes all fixtures attached to or used in connection with the Premises and any articles of personal property owned by Seller and located at the Premises, each and all in their "AS IS" "WHERE IS" condition.

THIS PARAGRAPH APPLIES IF PURCHASER IS SELLER'S LICENSEE: Purchaser is currently in possession of the Premises pursuant to a certain license agreement dated as of _____ (the "**License**") between Seller and Purchaser.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration and the within covenants, the parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant and agree as follows:

1. **Purchase Price.** The purchase price ("**Purchase Price**"), which is the hammer price or bid price, plus Ten Percent (10%) Buyer's Premium for the Premises is _____ and 00/100 DOLLARS (\$_____) payable as follows: _____

(a) Purchaser has this day deposited cash or certified United States funds, made payable to Tranzon Auction Properties Escrow Account (herein after "**Auctioneer**") in the amount of Five Thousand Dollars (\$5,000.00), the receipt of which non-refundable deposit is acknowledged by Auctioneer's

obligated to close and purchase the Premises in accordance with the terms of this Contract and Purchaser shall receive the entire award with respect to such immaterial condemnation. In the event of a material loss or material damage to the Premises prior to Closing by reason of fire or other casualty, Purchaser and Seller shall each have the right to cancel this Contract and Purchaser shall have no recourse against Seller other than to receive the return of the Deposit paid hereunder. Purchaser shall have no right to receive any reduction to the Purchase Price or right to receive insurance proceeds from Seller's insurer, if any, with respect to loss or damage referred to in the foregoing sentence.

19.

Condition of Property.

(a) Purchaser represents that except as set forth below in this paragraph 19, Purchaser has inspected and examined the Premises and is familiar with the physical condition thereof and is purchasing the Premises and any personalty covered by this Contract "AS IS" "WHERE IS" at the time of Closing of title. This Contract, as written, contains all the terms of the agreement entered into between the parties, and Purchaser acknowledges that Seller has made no representations or warranties, is unwilling to make any representations or warranties and held out no inducements to Purchaser, other than those herein expressed, and Seller is not liable or bound in any manner by expressed or implied warranties, guarantees, promises, statements, representations or information pertaining to the Premises as to the physical condition, income, expense, operation, or to what use the Premises can be applied, including, but not limited to, any matter or thing affecting or relating to the Premises, except as herein specifically set forth. Seller shall not be responsible or liable for any agreement, condition or stipulation relating to or affecting the physical condition of the Premises, which is being purchased in its "AS-IS, WHERE-IS" state and condition. Seller is not liable or bound in any manner by any verbal or written statements, representations, real estate broker's "set-ups" or information pertaining to the Premises furnished by any real estate broker, agent, employee, servant or other person, unless the same are specifically set forth herein. This provision shall survive Closing.

(b) Purchaser acknowledges that the Premises has been used as a retail gasoline service station including the storage, sale, transfer and distribution of fuels and other petroleum products containing hydrocarbons and that there may be hazardous substances in connection therewith on and under the Premises. All known underground storage tanks and related piping have been removed from the Premises in accordance with all applicable laws, rules and regulations. Seller has delivered to Purchaser a copy of the most recent report with respect to the environmental condition of the Premises, which report is attached hereto and made a part hereof as **Schedule D**. The environmental condition of the Premises set forth in such report shall be deemed the "Baseline Condition" for the purposes of this Contract. If required by applicable law, Seller agrees to remediate the Baseline Condition or cause the Baseline Condition to be

remediated by its designee in accordance with all applicable environmental laws, rules and regulations. Notwithstanding the foregoing, Purchaser shall be responsible, at its sole cost and expense, for the removal and disposal of any and all contaminated soil discovered by Purchaser in connection with Purchaser's development of the Premises ("Soil Removal and Disposal") (such disposal to be by low level thermal desorption), whether or not such contaminated soil may be alleged to be a part of the Baseline Condition. Further, the Soil Removal and Disposal shall be carried out by Purchaser in accordance with applicable laws and Purchaser hereby indemnifies Seller from any claims, liabilities, losses and damages (including, without limitation, reasonable attorneys' fees, costs and disbursements) arising from Purchaser's failure to properly conduct the Soil Removal and Disposal.

(c) If the Closing shall occur prior to completion of remediation or other environmental-related activities by Seller or its designee, Purchaser hereby grants to Seller and its designee, and their respective agents, engineers and employees, a license to access the Premises for such purposes. If Seller has any obligations to remediate the Baseline Condition, Seller's obligations under this Paragraph 19 shall terminate upon the earlier of the following (i) when a no further action letter or similar notice or acknowledgment ("NFA") from applicable governing authorities or their agents advising that no further remediation or monitoring is required under applicable environmental laws, rules and regulations is provided to Purchaser, or (ii) twelve months after the date of Seller's or its designee's written request to applicable governing authorities for an NFA, submitted together with materials documenting that "clean up" standards under applicable environmental laws, rules and regulations with respect to the Baseline Condition have been attained, when applicable governing authorities have been unresponsive to Seller's or its designee's request for an NFA. Notwithstanding anything in this Contract to the contrary, in the event that there is an increase in hazardous substances in excess of the Baseline Condition, Purchaser shall be responsible for any and all additional costs associated with such increase and hereby indemnifies Seller and its parent and affiliated companies and their successors and assigns from and against any and all claims, liabilities, losses and damages (including, without limitation, reasonable attorneys' fees, costs and disbursements) arising from same. Seller shall have no liability or responsibility for any contamination caused by Purchaser, its agents, employees, successors or assigns.

(d) Purchaser shall have the right to inspect the Premises prior to Closing. The provisions of this paragraph 19 shall survive the Closing.

20. "AS IS" Condition. Except as specifically set forth in Paragraph 19 hereof, Purchaser is purchasing the Premises in its "AS IS" "WHERE IS" condition and Purchaser shall assume all responsibility and liability with respect to the condition of the Premises and shall comply with all environmental laws, rules and regulations. Except as specifically set forth in Paragraph 19 hereof, Purchaser shall be responsible for and shall defend, indemnify and hold Seller and its parent and affiliated companies and their

successors and assigns harmless from and against all claims, actions, losses, demands, judgments, damages or liabilities (including, without limitation, reasonable attorneys' fees, costs and disbursements), injuries, fines, payments, administrative orders, consent agreements, penalties, cost and expenses of any kind whatsoever brought with respect to any and all environmental conditions and contamination on, under or related to the Premises and from Purchaser's failure to comply with or to remediate the Premises in accordance with all applicable laws, rules and regulations, including, without limitation, with respect to the use of underground storage tanks on the Premises and for any contamination related to or emanating from such underground storage tanks or their associated piping, lines and motor fuel dispensing systems, and their compliance with applicable laws. The foregoing obligations and indemnity of Purchaser shall be deemed a covenant running with the land and shall be binding on the Purchaser, its successors and assigns, and any subsequent purchasers or owners of the Premises and such covenant shall be restated in the Deed conveying the Premises to Purchaser. The provisions of this paragraph shall survive the Closing of title hereunder.

21. Restrictive Covenant. Purchaser agrees that the Premises shall not be used, in whole or in part, (i) as an automobile service station, petroleum station, gasoline station or for the purpose of conducting or carrying on the business of selling, offering for sale, storage, handling, distributing or dealing in petroleum, gasoline, motor vehicle fuel, diesel fuel, kerosene, benzol, naphtha, greases, lubricating oils, or any fuel used for internal combustion engines, or lubricants in any form, or other petroleum or petroleum-related products customarily associated with service stations (provided however that Purchaser may sell, store, and use motor vehicle fuel and lubricants in limited amounts which are customary in connection with the operation of automobile repair facilities of similar size), or (ii) for a period of thirty (30) years following the date hereof, for residences of any type, places of worship, bed and breakfast facilities, rooming houses, hospitals, nursing homes or similar geriatric facilities, child care, playground or recreational area, schools (or any similar use which is intended to house, educate or provide care for children, the elderly or the infirm), agricultural uses, or the construction or installation of any water wells for drinking or food processing. These covenants and use restrictions shall bind Purchaser, its successors and assigns and the Premises itself, and shall be deemed covenants running with the land and each portion thereof and shall be set forth in the deed conveying the Premises to Purchaser.

22. Miscellaneous.

(a) Changes Must be in Writing. This Contract may not be changed or canceled except in writing. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this Contract, and to make such other amendments to this Contract as are reasonably necessary to consummate the sale and as are customary in the profession. All such amendments must be in writing and signed by both attorneys and the parties.