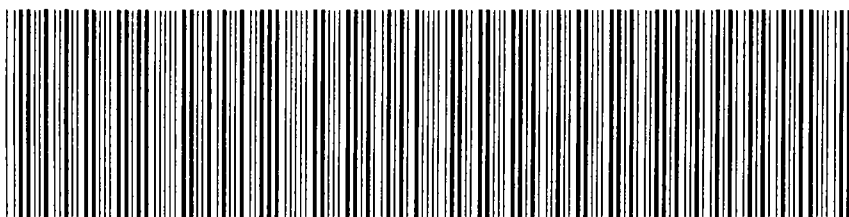


**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 8

Document ID: 2003092300857001

Document Date: 08-20-2003

Preparation Date: 09-23-2003

Document Type: EASEMENT

Document Page Count: 7

PRESENTER:

CHICAGO TITLE INSURANCE CO.
711 THIRD AVE, 5TH FLOOR
NEW YORK, NY 10017
212-880-1200

RETURN TO:

PIPER RUDNICK
1251 AVENUE OF THE AMERICAS, 29TH FLOOR
NEW YORK, NY 10020

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2277	1	Entire Lot	26 NORTH 12 STREET
Property Type: INDUSTRIAL BUILDING				

CROSS REFERENCE DATA

CRFN or Document ID or Year Reel Page or File Number

PARTIES

GRANTOR/SELLER:

MOTIVA ENTERPRISES LLC
1100 LOUISIANA AVE
HOUSTON, TX 77002

GRANTEE/BUYER:

BAYSIDE FUEL OIL DEPOT CORPORATION
1776 SHORE PARKWAY
BROOKLYN, NY 11214

FEES AND TAXES

Mortgage

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES:

County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 72.00

Affidavit Fee: \$ 0.00

NYC Real Property Transfer Tax Filing Fee: \$ 50.00

NYS Real Estate Transfer Tax: \$ 200.00

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 10-30-2003 10:16

City Register File No.(CRFN):

2003000438180



John J. Lawrence
City Register Official Signature

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") made and entered into this 20TH day of August, 2003, by and between Motiva Enterprises LLC, a Delaware limited liability company, as successor-in-interest to Star Enterprise, a New York general partnership, and its successors and assigns (hereinafter called "Owner"), and Bayside Fuel Oil Depot Corporation, with headquarters at 1776 Shore Parkway, Brooklyn, New York 11214, its successors and assigns (hereinafter called the "Company"), with respect to certain property that is contiguous to the north side of the former Star Enterprise (Texaco) bulk fuel oil terminal located at North 12th Street and Kent Avenue, Brooklyn, New York, which property is more fully described and incorporated herein on Exhibit A (the "Easement Area").

WITNESSETH:

That for and in consideration of the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of this Agreement, the Owner does hereby grant and convey to the Company, its successors and assigns, a perpetual nonexclusive easement and right of way (the "Easement") over and across the Easement Area property, to run with the Easement Area property. The Easement shall be used solely for the purpose of constructing, maintaining and using a dock on the piers that currently exist (or replacement piers, if necessary) within the Easement Area for the loading and offloading of barges and boats.

The Easement is subject to the following conditions:

1. The Company and its agents shall have use of the Easement for the purposes named herein, including the right of access to and from the Easement Area. This Agreement does not grant the Company authority to construct or maintain private roadways, fences or other improvements on, over or around the Easement Area or to make any other use of the Easement not expressly granted herein. The Owner reserves the right to make any use of the Easement Area herein granted not inconsistent with the rights herein conveyed to the Company or with the use of the Easement by the Company for the purposes named, provided that Company shall have the exclusive use of the area occupied by any Company installed improvements authorized by this Agreement. In the event the Company or its agents cause or discover, at any time, an emergency (including but not limited to a gasoline or middle distillate leak or other release, contamination of soil, groundwater, surface water, etc.), the Company shall provide immediate notice of the emergency to the Owner and advise the Owner of actions that the Company will take to sufficiently and promptly address the emergency.
2. All improvements and materials of the Company specifically authorized by this Agreement shall meet and be maintained in accordance with all applicable laws, rules and regulations promulgated by federal, state or municipal entities having

jurisdiction over the Easement and the improvements. Except as expressly approved in writing, the rights of Company granted herein are further conditioned upon and limited to the following:

- a. Company shall have the right to use, in connection with Owners, only the surface located within the Easement Area and so much of the subsurface as is needed for the installation of improvements authorized by this Agreement. Such use must be in accordance with this Agreement. No dredging shall be allowed in the Easement Area without the prior written consent of Owner, which Owner may withhold in its sole discretion.
 - b. No permanent or temporary buildings or other structures shall be constructed, stored or allowed to exist within the Easement Area except as expressly contemplated herein.
 - c. Company agrees not to use the Easement Area in any way that will unreasonably interfere with the Owner's use of the remainder of its property, and Owner agrees not to use the Easement Area in any way that will unreasonably interfere with Company's exercise of its rights granted herein. Except in an emergency, the Company shall, at least two (2) business days prior to any entry into the Easement Area, notify the Owner of the Company's intention to enter the Easement Area to conduct work, the proposed date and time of such entry, and the nature, locations and scope of the work. The Company shall coordinate all work with Owner's designated representatives and perform the work in compliance with Owner's safety and security requirements. The Owner shall have the right to accompany and observe all work upon the Easement.
 - d. No permanent structures, trees or bushes or signs shall be placed or allowed within the Easement, except as expressly contemplated. No stockpiling of dirt or debris within the Easement will be allowed.
3. Upon termination of this Agreement, or completion of any work on the Easement, the Company shall restore the surface of the Easement Area property to its original condition, and shall replace or rebuild to the reasonable satisfaction of Owner, any and all damaged surface and sub-surface areas. The Company shall repair at its expense or reimburse the Owner for the repair of any damage to driveways, sidewalks, curbs, landscaping, grass, fences, gates or other property owned by the Owner resulting from the exercise of the right herein granted herein.
4. Subject to the prohibition against dredging in Section 2(a), the Company agrees that it will use reasonable mitigation measures, such as temporary sheet pile wall, or containment booms, or erosion and sediment controls, as necessary, around its

work in order to minimize adverse environmental impact to the Easement Area and adjacent property.

5. The Company agrees to defend, indemnify and hold harmless the Owner, its members and its and their respective officers, directors, agents, employees and representatives from and against all losses, costs, claims, demands, liabilities, penalties, fines and expenses (including but not limited to attorneys' fees) relating to damage to property or injuries to persons (including but not limited to death) arising from the Company's exercise of its rights under this Agreement.
6. The Company shall maintain, at its sole cost and at all times during this Agreement, the following insurance coverage with providers satisfactory to Owner with full purchased limits applying, but not less than as required herein (the "Insurance"): (A) Commercial General Liability Insurance unamended with limits of not less than \$1,000,000 each occurrence and \$1,000,000 general aggregate; (B) Workers' Compensation Insurance and Employers' Liability Insurance as required by laws and regulations applicable to and covering employees of Company performing under this Agreement; (C) All Risk Property Insurance covering Company's betterments and improvements and Company's personal property located on the premises (collectively, the "Insurance"). In accordance with the law, Insurance policies shall provide a waiver of subrogation in favor of Owner, allow for the separation of insureds and give written notice of cancellation or material change. Any deductible or retention of insurable risks shall be for the Company's account. Notice of cancellation or change shall not affect the Insurance until 30 days after Owner receives written notice. The Insurance required in this section and each certificate evidencing the Insurance issued to Company shall name Owner (and its members, subsidiaries, affiliates and joint venture partners of their interest in Owner) as an additional insured (9 (A) only), without regard to the allocation of liability provisions contained in this Agreement, to the extent of any claim, loss or liability within the scope of the required Insurance. Company shall secure from its insurance companies, for all required Insurance, an additional insured endorsement, with terms equivalent to ISO Form CG 20 26 11 85. A Certificate of Insurance delivered to Owner prior to commencement of this Agreement shall evidence the Insurance. Failure of Company to provide a certificate(s) evidencing the requirements or purchase insurance in compliance with this Section shall not relieve Company of its obligations in this Section.

Company shall maintain, in force all risk insurance coverage with any extended coverage endorsement covering all portions of the Premises. Company shall not do anything in or about the Premises that in any way tend to increase insurance rates paid by the Owner on policies of liability or casualty insurance maintained with respect to the Premises and/or Property.

Company shall maintain at Company's expense comprehensive liability insurance, insuring against liability for injury to or death of persons and loss of

damage to property occurring in or on the Premises. Said liability insurance shall be in an amount not less than \$1,000,000 combined single limit for bodily and personal injury and property damage.

Company shall at all times maintain insurance to cover any Company's risk exposure under the worker's compensation or other laws of any state or other governmental entity and/or regulations of any authorities having jurisdictions in Company's operations.

Company shall pay for and shall maintain in full force and effect during the term of this lease as standard form policy or policies of property and all-risk coverage with an extended coverage endorsement covering all interior and exterior glass, whether plate or otherwise, stock in trade, trade fixtures, equipment, Company's improvements installed at Company's cost and expense, and other personal property located in the Premises and used by Company in connection with its business.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed in its name as of the day and year first above written.

MOTIVA ENTERPRISES LLC

By: [Signature]
Name: D. D. JASPERSON
Title: G.M. DISTRIBUTION

BAYSIDE FUEL OIL DEPOT CORPORATION

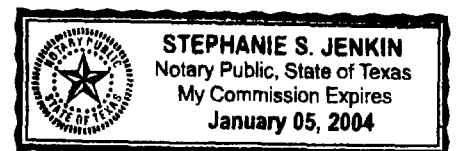
By: [Signature]
Name: VINCENT ALLEGRETTI
Title: SECR.

State of Texas, County of Harris, SS:

On this 30th day of July, 2003, before me personally came D.D. Jasperson to me known, who being by me duly sworn did depose and say that he resides at 5923 Inway Dr., Spring, TX 77389 that he is the G.M. Distribution of MOTIVA ENTERPRISES LLC, a Delaware limited liability company, described in and which executed the above instrument, and that he knows the seal of said limited liability company that the seal affixed to said instrument is such limited liability company seal; that it was so affixed by order of the Management Committee of said limited liability company, and that he signed his name thereto by like order.

[Signature]
Notary Public

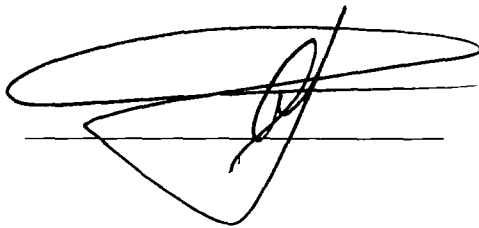
My Commission Expires: 1/5/2004



STATE OF NEW YORK)
) ss.:
COUNTY OF KINGS)

On the 20 day of August in the year 2003
before me, the undersigned, personally appeared

Vincent Allegretti
personally known to me or proved to me on the basis
of satisfactory evidence to be the individual(s) whose
name(s) is (are) subscribed to the within instrument
and acknowledged to me that he/she/they executed the
same in his/her/their capacity(ies), and that by his/her
signature(s) on the instrument, the individual(s), or the
person upon behalf of which the individual(s) acted,
executed the instrument.

A handwritten signature in dark ink, appearing to be 'Alfred Polizzotto III', written over a horizontal line.

ALFRED POLIZZOTTO III
Notary Public, State of New York
No. 24-4976096
Qualified in Kings County
Commission Expires January 14, 2007

Exhibit A: Legal Description of the Easement Area

All that plot, piece or parcel of land, including the surface, sub-surface and air rights, situate, lying and being in the County of Kings, City and State of New York bounded and described as follows:

1. BEGINNING at the intersection of the southerly U.S. Pierhead Line of Bushwick Creek, as approved by the Secretary of War June 30, 1947 with the U.S. Bulkhead Line approved by the Secretary of War June 30, 1947, said point being 188.0 feet north of base line formed by north side of North 12th Street;
2. RUNNING THENCE North 20°00' West, a distance of 124.89 feet, to a point,
3. RUNNING THENCE North 73° 12' West, parallel to, and 100 feet distant from, aforementioned U.S. Pierhead Line 88.85 feet to the westerly line of Grant to Cornelius DuBois dated October 14, 1851;
4. RUNNING THENCE South 33° 13' West along the aforementioned Grant line, 104.25 feet to a point on the aforementioned U.S. Pierhead Line;
5. RUNNING THENCE North 73° 12' West along the aforementioned US Pierhead Line 103 feet 0-5/8 inches to the US Pierhead Line established by Chap 299 Laws of 1891;
6. RUNNING THENCE South 85° 30' West along a line forming an angle 158° 42' on the southeast with the US Pierhead Line 6-30-1947 and along the US Pierhead Line established by Chap 299 Laws of 1891, 63 feet 1 1/2 inches to a point;
7. RUNNING THENCE South 74° 32' West along a line forming an angle of 169° 2' and along the US Pierhead Line established by Chap 299 Laws of 1891; 34 feet 6 inches to the prolongation northwesterly of the Centerline of North 12th Street;
8. RUNNING THENCE southeasterly along the prolongation northwesterly and the Center Line of North 12th Street, 223.26 feet (or 223 feet 3 1/8 inches) to the US Bulkhead Line of 6-30-1947;
9. RUNNING THENCE northeasterly along a line forming an angle of 78° 13' 00" on the northwest with the Centerline of North 12th Street North 33° 13' East and along the US Bulkhead Line of 6-30-1947, 30.65 feet (or 30 feet 7 3/4 inches) to the northeasterly side of North 12th Street;
10. RUNNING THENCE northeasterly at right angles to the northeasterly side of North 12th Street and along the bulkhead line, 100 feet to an angle point;
11. RUNNING THENCE northeasterly along a line forming an angle of 130° 47' 8" on the southeast with the last mentioned course and along the bulkhead line, 134.7 feet (or 134 feet 8 1/2 inches) to the point or place of BEGINNING.