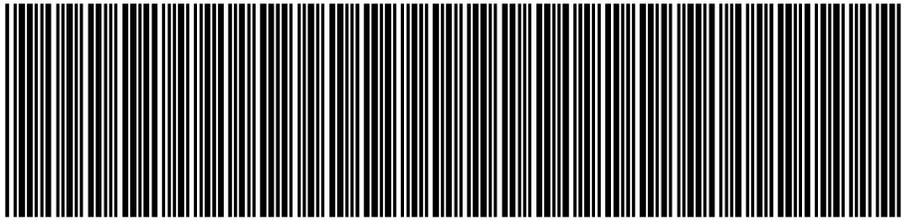


**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 6

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PRESENTER:

PIPER RUDNICK LLP
1252 AVENUE OF THE AMERICAS
ATTENTION: GABRIEL BISIO
NEW YORK, NY 10020
212-835-6251
GABRIEL.BISIO@PIPERRUDNICK.COM

RETURN TO:

PIPER RUDNICK LLP
1251 AVENUE OF THE AMERICAS
ATTENTION: GABRIEL BISIO
NEW YORK, NY 10020
212-835-6251
GABRIEL.BISIO@PIPERRUDNICK.COM

PROPERTY DATA

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

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

MOTIVA ENTERPRISES LLC
1100 LOUISIANA AVENUE
HOUSTON, TX 77002

GRANTEE/BUYER:

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

FEES AND TAXES

Mortgage			Recording Fee: \$	62.00
Mortgage Amount:	\$	0.00	Affidavit Fee: \$	0.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax Filing Fee:	
Exemption:			\$	50.00
TAXES:			NYS Real Estate Transfer Tax:	
County (Basic):	\$	0.00	\$	0.00
City (Additional):	\$	0.00		
Spec (Additional):	\$	0.00		
TASF:	\$	0.00		
MTA:	\$	0.00		
NYCTA:	\$	0.00		
TOTAL:	\$	0.00		

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

Recorded/Filed 02-04-2004 19:30
City Register File No.(CRFN):

2004000069554



Rochelle Patricia

City Register Official Signature

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made and entered into this 20th day of August, 2003 by and between Motiva Enterprises LLC, a Delaware limited liability company, its successors and assigns (hereinafter called "Owner") and **BAYSIDE FUEL OIL DEPOT CORPORATION**, with headquarters at 1776 Shore Brooklyn, New York 11214, its successors and assigns (hereinafter called the "Company"), with respect to certain property (the "Property") which 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, known as the "Bushwick Inlet", which Property is more fully described and incorporated herein on Exhibit A.

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Owner does hereby grant and convey to the Company, its successors and assigns, a perpetual non-exclusive easement and right of way ("Easement"), to run with the Property, the Easement being granted for the purpose of maintaining the existing 12" diameter steel pipe which extends onto the Property and for discharging treated waste water under a SPDES permit issued by the New York Department of Environmental Conservation. The right under this Easement to discharge treated waste water shall only exist as permitted under applicable federal, state and local laws and regulations as they exist and as may be modified by governmental regulatory agencies from time to time, but in no event shall the water discharged by the Company under this Easement exceed maximum allowable levels of environmental contamination as defined by applicable laws and regulations.

The Easement also 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. This Easement Agreement does not grant the Company authority to construct or maintain private roadways, fences or other improvements on, over or around the Easement 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 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. 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 Easement 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 or, 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 common with Owners, only the surface and/or subsurface located within the Easement. Such use must be in accordance with this Easement Agreement.
 - b. No permanent or temporary buildings or other structures shall be constructed, stored or allowed to exist within the Easement except for the existing piping necessary for discharge.
 - c. The Company shall be responsible for maintenance of all ingress and egress areas to and from the Easement. Except in an emergency and for routine monitoring and sampling as required under a SPDES or other applicable permit, the Company shall, at least two (2) business days (i.e., Monday through Friday, excluding Saturday, Sunday and holidays) prior to any entry onto the Easement, deliver written notice to the Owner of the Company's intention to enter the Easement to conduct work, the proposed date and time of such entry, and the nature, location 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. No stockpiling of dirt or debris within the Easement will be allowed.
4. Upon termination of the Easement Agreement, or completion of any work on the Easement, the Company shall restore the surface of the 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 and gates owned by the Owner resulting from the exercise of the rights herein granted.
 5. The Company agrees to defend, indemnify and hold the Owner, its partners, successors and assigns and their respective operators, directors, partners, management committee members, affiliates, officers, and/or employees harmless from and against all claims, demands, liabilities, costs (including but not limited to attorneys' fees) and lawsuits relating to damages to property or injuries to persons (including but not limited to death) arising from the Company's exercise of its rights under this Easement Agreement, including without limitation, the construction, operation, maintenance, replacement or removal of any

improvements existing or constructed hereunder and any other activity connected with the Company's use of the Easement.

- 6. The Company shall pay the Owner actual damages that the Owner may incur arising from the original construction, maintenance, replacement, operation and/or removal of the area that is the subject of this Easement.

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

GMD
GARY W. ...

MOTIVA ENTERPRISES LLC

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

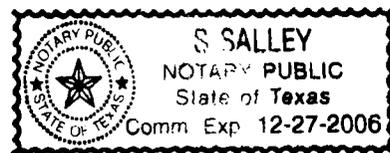
_____, _____, SS:

On this 2nd day of October, 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 _____ in the city of _____; that he is the Gen. Mgr Dist 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: 12-27-06



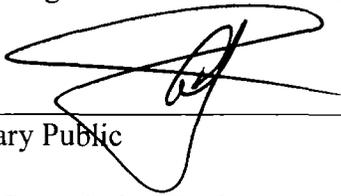
BAYSIDE FUEL OIL DEPOT CORPORATION

By: Vincent Allegretti
Name: VINCENT ALLEGRETTI
Title: Secy.

State of New York, County of Kings, SS:

On this 12 day of September, 2003, before me personally came Vincent Allegretti to me known, who being by me duly sworn did depose and say that he resides at 1776 Shore Parkway, Bklyn in the city of New York; that he is the Secretary of BAYSIDE FUEL OIL DEPOT CORPORATION, a New York corporation described in and which executed the above instrument; and that he knows the seal of said corporation, that the seal affixed to said instrument is such corporation seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

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

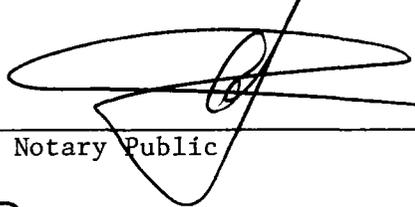


Notary Public
My Commission Expires: _____

State of New York, County of Kings : ss:

On the 12 day of Sept., 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 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/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

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



Notary Public
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

(Easement #2 – Wastewater Outflow)

All that plot piece or parcel of land situate lying and being in the County of Kings City and State of New York bounded and described as follows:

BEGINNING at a point distant the following four courses and distances from the corner formed by the intersection of the Northwesterly side of Franklin Avenue with the northwesterly side of Kent Avenue, which said point is also at the intersection of the U.S. Pierhead and Bulkhead Line approved by the Secretary of War June 30th 1947 with the aforementioned streets:

1. RUNNING from said intersection Northwesterly along the aforementioned U.S. Pierhead and Bulkhead Line approved by the Secretary of War June 30th 1947 and along a line forming an angle of 42 degrees, 59 minutes, 03 seconds on the northwest with the northwesterly side of Franklin Avenue, 51.67 feet to an angle point in said pierhead and bulkhead line;

2. RUNNING THENCE northwesterly along the aforementioned U.S. Pierhead and Bulkhead Line approved by the Secretary of War June 30th 1947 and along a line forming an angle of 170 degrees, 23 minutes, 28 seconds on the southwest with the last mentioned course, 6.18 feet to an angle point in said pierhead and bulkhead line;

3. RUNNING THENCE northwesterly along the aforementioned U.S. Pierhead and Bulkhead Line approved by the Secretary of War June 30th 1947 and along a line forming an angle of 161 degrees, 35 minutes, 23 seconds on the southwest with the last mentioned course, 352.66 feet to an angle point in said pierhead and bulkhead line.

4. RUNNING THENCE northwesterly along the aforementioned U.S. Pierhead and Bulkhead Line approved by the Secretary of War June 30th 1947 and along a line forming an angle of 179 degrees, 32 minutes, 39 seconds on the southwest with the last mentioned course, 224.04 feet to the point or place of BEGINNING.

RUNNING from said point of beginning northeasterly at right angles to the last mentioned course 34 feet to a point;

RUNNING THENCE northwesterly at right angles to the last mentioned course, 18 feet to a point;

RUNNING THENCE southwesterly at right angles to the last mentioned course 14 feet to the aforementioned U.S. Pierhead and Bulkhead Line approved by the Secretary of War June 30th 1947;

RUNNING THENCE southeasterly along the aforementioned U.S. Pierhead and Bulkhead Line approved by the Secretary of War June 30th 1947, 18 feet to the point or place BEGINNING.